

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING Monday, September 19, 2022

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

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

Pursuant to California Assembly Bill 361 amending the Ralph M. Brown Act (Govt. Code 54950-54963), the City has declared a state of emergency relating to COVID-19 and imposed measures to promote social distancing.

Join the Meeting Via Zoom Link:

<https://cityofranchocordova.zoom.us/j/82196818942?pwd=a0dTVitweE5YZ3JTSml5MzZoMXpUUT09>

Join the Meeting via the Zoom Phone Number

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

Webinar ID: 821 9681 8942

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 written comments to CityClerk@cityofranchocordova.org no later than 3:00 p.m. on Monday, September 19, 2022. Written comments received no later than 3:00 p.m. will be distributed to the Council, filed in the record, and will not be read aloud. All comments submitted later than 3:00 p.m. will be distributed to the Council.

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, September 19, 2022, before 3:00 p.m.

AGENDA

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

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

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 6, 2022.
Recommendation: Adopt the Minutes.

9.2. **Subject:** Second Reading of an Ordinance Establishing a Special Tax Zone 31 for Transit-Related Services for a portion of The Ranch Project.
Recommendation: Waive second reading and adopt the Ordinance.

9.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2022-179 with Wellspace Health in an Amount not to Exceed \$128,000 for Workforce Recovery Program Services.
Recommendation: Adopt the Resolution.

9.4. **Subject:** Rancho Cordova Youth Center Master Joint Use Agreements and Joint Use Agreements with Boys and Girls Club of America and Rancho Cordova Police Activities League.
Recommendation: Adopt the Resolution.

9.5. **Subject:** A Resolution Approving the Final Large Lot Map of Grantline 220 Subdivision No. FM-2021-004-00, and Authorizing the City Manager to Execute Subdivision Improvement Agreement Contract No. 2022-194 with Lennar Homes of California LLC.
Recommendation: Adopt Resolution.

9.6. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2022-198 in an Amount not to Exceed \$156,944 With Tetra Tech, Inc. for Environmental Investigation Services on the City's Property at 2738 Woodberry Way.
Recommendation: Adopt the Resolution.

9.7. **Subject:** A Resolution Declaring the Results of a Mail Ballot Election Relating to the Imposition of the Annual Stormwater Utility Fee for a portion of the Ranch Project in the City of Rancho Cordova.
Recommendation: Adopt the Resolution declaring the results of the mail ballot election relating to the imposition of the Annual Stormwater Utility Fee for a portion of the Ranch project.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

None.

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

12.1. **Subject:** Presentation of the 2024 Blueprint by the Sacramento Area Council of Governments (SACOG).
Recommendation: Receive presentation from James Corless, Sacramento Area Council of

Governments

- 12.2. **Subject:** Measure R and Measure H/Community Enhancement & Investment Fund Citizen Oversight Board Appointments.

Recommendation: The City Council discuss, and select, by a majority vote of the full City Council, four, two-year term board members and two, one-year term at-large student appointees, to fill the combined Measure R and Measure H/Community Enhancement & Investment Fund Citizen Oversight Board.

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

Recommendation: Receive information and provide direction as needed.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURN TO CLOSED SESSION

Mayor Terry will adjourn the meeting to closed session.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

16. CLOSED SESSION

Council will meet in closed session to discuss the following item:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (pursuant to California Government Code Section 54956.9(d)(1)) Cordova Recreation and Park District v. City of Rancho Cordova, Sacramento Superior Court Case No. 34-2021-80003705.

17. OPEN SESSION - REPORT FROM CLOSED SESSION

The City Attorney will report on action taken in closed session.

18. 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 p.m. will be continued to the next day at 5:30 p.m. 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

September 27, 2022	5:30 PM Special Meeting/Work Session
October 3, 2022	4:00 PM Special Meeting/Regular Meeting
October 17, 2022	5:30 PM Regular Meeting
October 25, 2022	5:30 PM Special Meeting/Work Session
November 7, 2022	4:00 PM Special Meeting/Regular Meeting
November 21, 2022	5:30 PM Regular Meeting
November 29, 2022	5:30 PM Special Meeting/Work Session
December 5, 2022	4:00 PM Special Meeting/Regular Meeting

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 September 19, 2022 Regular Meeting of the Rancho Cordova City Council was posted and available for review on September 15, 2022 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranchocordova.org.

Signed September 15, 2022 at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

ITEM 9.1.

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Tuesday, September 6, 2022

5:30 PM – Regular Meeting

David B. Roberts Council Chambers

City Hall

2729 Prospect Park Drive, Rancho Cordova

Pursuant to California Assembly Bill 361 amending the Ralph M. Brown Act (Govt. Code 54950-54963), the City has declared a state of emergency relating to COVID-19 and imposed measures to promote social distancing.

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Terry called the Regular meeting to order in the David B. Roberts Council Chambers at 5:37 p.m.

Council Members Present: Linda Budge, Garrett Gatewood, Siri Pulipati (joined at 6:10 p.m.), David Sander (joined at 5:50 p.m.), and Mayor Donald Terry

Council Members Absent: None

Staff Members Present: Cyrus Abhar, Adam Lindgren, Stacy Leitner and Persephonie Riley

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

3. PLEDGE OF ALLEGIANCE

Assembly Member Ken Cooley led the pledge.

4. INVOCATION

Elizabeth Brick of the United Methodist Church gave the invocation.

5. PRESENTATIONS

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, September 6, 2022

- 5.1. Recognition by Assemblyman Ken Cooley to Honor and Recognize Diann Rogers, President and CEO of the Rancho Cordova Area Chamber of Commerce, as Woman of the Year for Assembly District 8.
- 5.2. Recognition of the Sacramento Hispanic Chamber of Commerce's 50th Anniversary.
- 5.3. Presentation of Proclamation Designating September 2022 as Prostate Cancer Awareness Month.

6. PUBLIC COMMENT

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

1. Jim Garcia
2. Derald Langwell
3. James Garcia
4. Joyce Rosenberg
5. David Militzer
6. Helen Whelan-Bashaw
7. Angel Ball
8. Fayzah Mughal
9. Jennifer Garcia
10. Lisa Phenix
11. Brenda Gustin

Mayor Terry 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

Mayor Terry stated that item 9.2 would be pulled for separate discussion.

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

ACTION: Motion to approve item 9.1 and 9.3 through 9.11 by Budge second by Pulipati;
Motion passed with a 5:0 vote.

- 9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of August 15, 2022 and the Special Meeting of August 23, 2022.

Recommendation: Adopt the Minutes.

- 9.2. **Subject:** Second Reading of an Ordinance Amending Title 9, Public Peace Morals and Safety, Adding Chapter 9.85 Protection of Critical Infrastructure and Wildfire Risk Areas of the City of Rancho Cordova Municipal Code.

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Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, September 6, 2022

Recommendation: Waive the second reading and adopt the Ordinance.

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

1. Fayzah Mughal

Mayor Terry closed the public comment period.

ACTION: Motion to approve item 9.2. by Budge second by Sander;
Motion passed with a 5:0 vote.

- 9.3. **Subject:** A Resolution of the City Council of the City of Rancho Cordova and on Behalf of Commissions and Committees Created by the City Council Pursuant to Government Code Section 54952(b) Confirming the State of Emergency Under Government Code Section 8625, Recognizing Continued Measures to Promote Social Distancing, and Re-authorizing Remote Teleconference Meetings of the City for the Period from September 6, 2022 to October 5, 2022.

Recommendation: Adopt the Resolution.

- 9.4. **Subject :** A Resolution Authorizing the City Manager to Execute Contract No. 2022-182 with B&M Builders Inc. in an Amount not to Exceed \$268,685 for the Kilgore Road and International Drive Storm Drain Repair Project.

Recommendation: Adopt the Resolution.

- 9.5. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2022-165 with Dewberry Engineers, Inc. in an Amount not to Exceed \$199,933.65 to Prepare the Citywide Gateway Enhancement Plan.

Recommendation: Adopt the Resolution.

- 9.6. **Subject:** A Resolution of the City Council of the City of Rancho Cordova, Approving the Final Map of Sunridge Village 3 Subdivision No. RC-03-027.03, and Authorizing the City Manager to Execute Subdivision Improvement Agreement Contract No. 2022-79 with Cresleigh Homes Corporation.

Recommendation: Adopt the Resolution.

- 9.7. **Subject:** A Resolution Approving the Annexation of a Portion of The Ranch Project to the City of Rancho Cordova Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens).

Recommendation: Adopt the Resolution.

- 9.8. **Subject:** A Resolution Approving the Annexation of a Portion of The Ranch Project to the City of Rancho Cordova Community Facilities District No. 2014-2 (Street, Lighting, and Landscape Maintenance).

Recommendation: Adopt the Resolution.

- 9.9. **Subject:** A Resolution Re-Approving the Annexation of The Ranch Subdivision (Market Rate Portion) into the City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services).

Recommendation: Adopt the Resolution.

- 9.10. **Subject:** A Resolution Declaring the Results of a Mail Ballot Election Relating to the Imposition of the Annual Stormwater Utility Fee for the Sundance Project in the City of

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Rancho Cordova.

Recommendation: Adopt the Resolution declaring the results of the mail ballot election relating to the imposition of the Annual Stormwater Utility Fee for the Sundance project.

9.11. **Subject:** Treasurer's Report - June 30, 2022.

Recommendation: This report is informational only. It is recommended that the City Council receive and file the June 30, 2022 Treasurer's Report.

10. **CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE**

Vice Mayor Budge requested that item 10.3 be pulled for separate discussion.

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

ACTION: Motion to approve item 10.1 through 10.2 and item 10.4 through 10.5 by Gatewood second by Pulipati;
Motion passed with a 5:0 vote.

10.1. **Subject:** A Resolution Vacating a Portion of Right-of-Way at 11295 Folsom Boulevard and Reserving a Public Utility Easement Pursuant to the Provisions of Chapter 3, Part 3 of Public Streets, Highways, and Service Easements Vacation Law Commencing at Section 8320 of the California Streets and Highways Code, and Declaring City Property as Exempt Surplus Land Pursuant to the California Surplus Land Act.

Recommendation: Adopt the Resolution.

10.2. **Subject:** A Resolution Vacating a No Ingress or Egress Rights Line Pursuant to the Provisions of Chapter 3, Part 3 of the Public Streets, Highways, and Service Easements Vacation Law Commencing at Section 8320 of the California Streets and Highways Code (3479 Sunrise Blvd).

Recommendation: Adopt the Resolution.

10.3. **Subject:** A Resolution Approving Sunridge Lot J Village 4 Tentative Subdivision Map, Special Development Permit, and Major Design Review- Project No. DD10028.

Recommendation: Adopt the Resolution approving Sunridge Lot J Village 4 Tentative Subdivision Map, Special Development Permit, and Major Design Review.

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

1. Angelica Wood
2. James Garcia

Mayor Terry closed the public comment period.

ACTION: Motion to approve item 10.3. by Gatewood second by Pulipati;
Motion passed with a 4:0 vote.

AYES: Gatewood, Pulipati, Sander, and Terry

NOES: None

ABSENT: None

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Rancho Cordova City Council - DRAFT MINUTES
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ABSTAIN: Budge

- 10.4. **Subject:** A Resolution Declaring a Protest Hearing and Authorizing the Mailing of Property Owner Ballot Relating to the Imposition of an Annual Stormwater Utility Fee for a Portion of The Ranch Project.

Recommendation: Adopt the Resolution.

- 10.5. **Subject:** A Resolution Creating Special Tax Area Zone 31 and an Ordinance Establishing a Special Tax for Transit-Related Services a portion of The Ranch Project.

Recommendation: Adopt the Resolution creating Special Tax Area Zone 31; waive first reading and introduce the Ordinance establishing a special tax for transit-related services for a portion of The Ranch project.

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

- 12.1. **Subject:** A Resolution Authorizing the Issuance of Special Tax Bonds for and on Behalf of the City of Rancho Cordova The Ranch Community Facilities District No. 2021-1, Approving and Directing the Execution of a Fiscal Agent Agreement, Approving the Form of Preliminary Official Statement, Approving Sale of Such Bonds, and Approving Other Related Documents and Actions.

Recommendation: Adopt the Resolution.

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

ACTION: Motion to approve item 12.1. by Budge second by Gatewood;
Motion passed with a 5:0 vote.

- 12.2. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2022-180 with Mark Thomas & Company, Inc. in an Amount not to Exceed \$9,672,794 for Final Civil Engineering/Structural Design, Environmental and Right of Way Support for the US50/Rancho Cordova Parkway Interchange Project that will Provide a Critical Transportation Link for the City and Region.

Recommendation: Adopt the Resolution.

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

ACTION: Motion to approve item 12.2. by Budge second by Pulipati;
Motion passed with a 5:0 vote.

- 12.3. **Subject:** A Resolution Authorizing the City Manager to Approve Cost Allocation Agreement Contract No. 2022-89 with Sacramento County in an Amount not to Exceed \$2,400,000 for the Design Phase of the Sunrise Improvement Project from Kiefer Boulevard to Jackson Road to Widen the Road and Intersection.

Recommendation: Adopt the Resolution.

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

ACTION: Motion to approve item 12.3. by Budge second by Pulipati;

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Rancho Cordova City Council - DRAFT MINUTES
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Motion passed with a 5:0 vote.

- 12.4. **Subject:** Appointment of Real Property Negotiators Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney for the Following Property: 4381 Anatolia Drive, 067-043-0037-0000.

Recommendation: Approve appointment of Real Property Negotiators.

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

ACTION: Motion to approve item 12.4. by Sander second by Budge;

Motion passed with a 5:0 vote.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None.

14. ADJOURN TO CLOSED SESSION

Mayor Terry adjourned the meeting to closed session at 7:56 p.m..

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Terry called closed session to order at 7:56 p.m.

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

Council Members Absent: None

Staff Members Present: Cyrus Abhar and Adam Lindgren

16. CLOSED SESSION

Council will meet in closed session to discuss the following items:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: Property: Mather Field Rd, Assessor's Parcel Number (APN): 077-0050-058-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: 10503 Armstrong Ave, Assessor's Parcel Number (APN): 067-0990-005-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: Mather Blvd Assessor's Parcel Number: 067-0010-039-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: 10566 Peter A Mccuen, Assessor's Parcel Number (APN): 067-1040-006-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: 3615 Bleckely St, Assessor's Parcel Number (APN): 067-1040-001-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
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Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: 3607 Bleckely St, Assessor's Parcel Number (APN): 067-1040-002-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: 3611 Bleckely St, Assessor's Parcel Number (APN): 067-1040-007-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: 10621 Schirra Ave, Assessor's Parcel Number (APN): 067-1040-008-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: Bleckely St, Assessor's Parcel Number (APN): 067-0010-093-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: Femoyer Ave, Assessor's Parcel Number (APN): 067-1040-005-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: Bleckely St, Assessor's Parcel Number: 067-0010-113-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: Bleckely St, Assessor's Parcel Number (APN): 067-0010-094-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: 4381 Anatolia Drive, Assessor's Parcel Number (APN): 067-043-0037-0000 City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: D&S Development.

Under Negotiation: Price and Terms of Payment.

17. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that staff was given direction and no reportable action was taken in closed session.

18. ADJOURNMENT

Mayor Terry adjourned the meeting in memory of Barbara Crockett and Evon Adele Corey at 9:23 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 9.2.

DATE: September 19, 2022
TO: Honorable Mayor and Council Members
FROM: Elizabeth Sparkman, Community Development Director
Dalia Fadl, Principal Engineer
SUBJECT: **SECOND READING OF AN ORDINANCE ESTABLISHING A SPECIAL TAX ZONE 31 FOR TRANSIT-RELATED SERVICES FOR A PORTION OF THE RANCH PROJECT**

RECOMMENDATION

Waive second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution and the Ordinance will assist the City in meeting the costs of providing transit-related services by creating a Special Tax Area Zone 31 and establishing a special tax for transit-related services for a portion of The Ranch project.

BACKGROUND

On September 6, 2022, the City Council waived the first reading and passed to a second reading of the Ordinance. On the same date, the City Council also approved a Resolution that established Special Tax Zone No. 31, the boundaries of which will be contiguous to the boundaries of a portion of the Ranch project.

Following adoption of the Ordinance, a mailed ballot election will be held on October 11, 2022, at 1:30 P.M., at which time the ballot(s) will be tabulated by the City Clerk. The results of the mail ballot election will be declared at the City Council meeting on November 7, 2022.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the General Fund.

ATTACHMENT(S)

1. Ordinance
2. Exhibit A to the Ordinance
3. Exhibit B to the Ordinance- Property Land Use Catagory

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA,
ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED SERVICES FOR A PORTION
OF THE RANCH PROJECT SUBJECT TO VOTER APPROVAL****THE CITY COUNCIL OF THE CITY OF THE RANCHO CORDOVA DOES ORDAIN AS
FOLLOWS:**Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of and employees working in the City receive high quality transit-related services. In carefully reviewing the City's budget and revenue projections, it is clear to City staff that the City budget does not contain adequate funding to ensure the continued delivery of adequate high-quality transit-related services unless additional revenues are obtained.

It is the purpose and intent of this non-codified Ordinance to generate additional funds to pay for transit-related services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 31 of the Rancho Cordova Transit-Related Services Special Tax Area (the "Zone").

This tax is a special tax within the meaning of Section 4 of the Article XIII A of the California Constitution. Because the burden of this tax falls upon property, this tax also is a property tax, but this tax is not determined according to nor in any manner based upon the value of property; this tax is levied on a parcel and use of property basis. Insofar as not inconsistent with this Ordinance or with legislation authorizing special taxes and insofar as applicable to a property tax that is not based on value, such provisions of the California Revenue and Taxation Code and of Article XIII of the California Constitution as relate to ad valorem property taxes are intended to apply to the collection and administration of this tax (Section 4 of this Ordinance), as authorized by law. This tax is not an ad valorem property tax; it is an excise tax on the use of property. Because the revenue from the tax may be used only to fund transit-related services, it is also a special tax.

The revenues raised by this tax are to be used solely for the purpose of providing transit-related services as are deemed necessary by the City Council for the benefit of the residents and/or employees of Zone 31.

At the time that the Council adopted this non-codified Ordinance, there were zero (0) registered voters residing in Zone 31 and two (2) property owners. Because the Transit-Related Services Special Tax will be imposed on property in Zone 31 and paid by the owners of the property, the Council finds that restricting the vote on the Transit-Related Services Special Tax to property owners in Zone 31 is appropriate and consistent with the principles and requirements of California Constitution article XIII C (Proposition 218).

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing price as the base amount in first fiscal year dollars as measured by the Consumer Price Index. The base amount shall be the amount of tax per parcel as specified in Section 3(A) herein. The adjustments from actual to constant dollars shall be made by use of the Consumer Price Index, as specified in Section 3(B) herein.

B. "Consumer Price Index" means the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Consumer Price Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised.

C. "Fiscal year" means the period of July 1 through the following June 30.

D. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of Zone 31, nor any land or improvements owned by any governmental entity.

E. "Rancho Cordova Transit-Related Services Special Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

F. "Rancho Cordova Transit-Related Services Special Tax Area Zone 31 (the "Zone") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries as shown on the map Exhibit A.

G. "Transit-Related Services" means providing, operating, maintaining and subsidizing transit services and all supporting facilities, infrastructure, programs and incentives that benefit the residents of the Rancho Cordova Transit-Related Services Special Tax Area, and shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, November 18, 2004, which established the methodology for the original service charge for Benefit Zone No. 2.

H. "Voter" means a person who owns real property within Zone 31, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office, at the time that the City Council adopts an ordinance authorizing the imposition of a transit-related services tax to the voters of Zone 31.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in the Zone shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2022 through June 30, 2023) shall be the amount of Tax per Parcel for a Land Use Code Category as set forth on Exhibit B hereto. The use code assigned to each parcel shall be reviewed and updated periodically. Rates in Exhibit B shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, November 18, 2004, which established the methodology for the original service charge for Benefit Zone No. 2.

B. For Subsequent Fiscal Years:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 31 for the then current fiscal year, as set forth below.

For each Land Use Category on Exhibit B, the tax per year on each parcel for each fiscal year subsequent to the first fiscal year shall be an amount determined as follows:

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For Immediately Preceding X Fiscal Year	Consumer Price Index from April of immediately Preceding Fiscal Year to April of then Current Fiscal Year OR 6 percent, whichever is less
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Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

C. Nature of Tax Levy.

The taxes levied on each parcel pursuant to this Article shall be a charge upon the parcel and shall be due and collectible as set forth in Section 4, below.

Section 4. Collection and Administration.A. Taxes as Liens Against the Property.

The amount of taxes for each parcel each year shall constitute a lien on such property, in accordance with Revenue and Taxation Code Section 2187, and shall have the same effect as an ad valorem real property tax lien until fully paid.

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which Sacramento County collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedures regarding exceptions, due dates,

installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes (as established by Sacramento County) shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

1. The secured roll tax bills shall be the only notices required for this tax, and
2. The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be deducted from the collected taxes.

D. Use of Tax Revenue.

The revenue collected from the tax imposed by this ordinance shall be placed into a separate account and may be used only to fund transit-related services, including the costs of administering and collecting the tax and enforcing the provisions of this ordinance. Revenue from the tax may be used for transit-related services citywide.

E. Refunds.

1. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the City pursuant to this ordinance, it may be refunded as provided in this Section.
2. No refund may be made except upon a written claim verified by the person who paid the tax or by his or her guardian or conservator or the executor or administrator of his or her will or estate and stating the grounds upon which the claim is made. All claims filed pursuant to this subsection must be presented within one year after payment of the amount for which the claimant is seeking a refund.
3. No order of a refund may be made until a written claim therefor has been presented in accordance with this subsection. No suit for money, damages or a refund may be brought against the City until a written claim therefor has been presented to the City and has been acted upon or has been deemed rejected by the City, in accordance with this subsection. Only the person who filed the claim may bring such a suit, and if another person should do so, judgment shall not be rendered for the plaintiff.

F. Initiatives to Affect Tax.

Consistent with the California Constitution (art. XIII C, § 3) the tax imposed by this ordinance may be affected by initiative. The procedures for qualification of such an initiative and the election on a qualified initiative shall be consistent with the California Constitution (art. 2, sec. 8), the California Elections Code (Chapter 3 of Division 9), and the Municipal Code. The minimum number of signatures necessary to qualify an initiative to affect the tax approved by this ordinance shall be equal to 5 percent of the votes in the City for all

candidates for Governor at the last gubernatorial election. The election on a qualified initiative to affect the tax shall be a regular citywide election. An initiative affecting the tax shall be approved only if at least two-thirds of the votes cast on the measure are in favor of its approval.

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase or clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 31 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentence, phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its approval by two-thirds of the voters voting within the Zone in an election to be held on October 11, 2022 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2023.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 19th day of September 2022 by the following vote:

AYES:

NOES:

ABSENT:

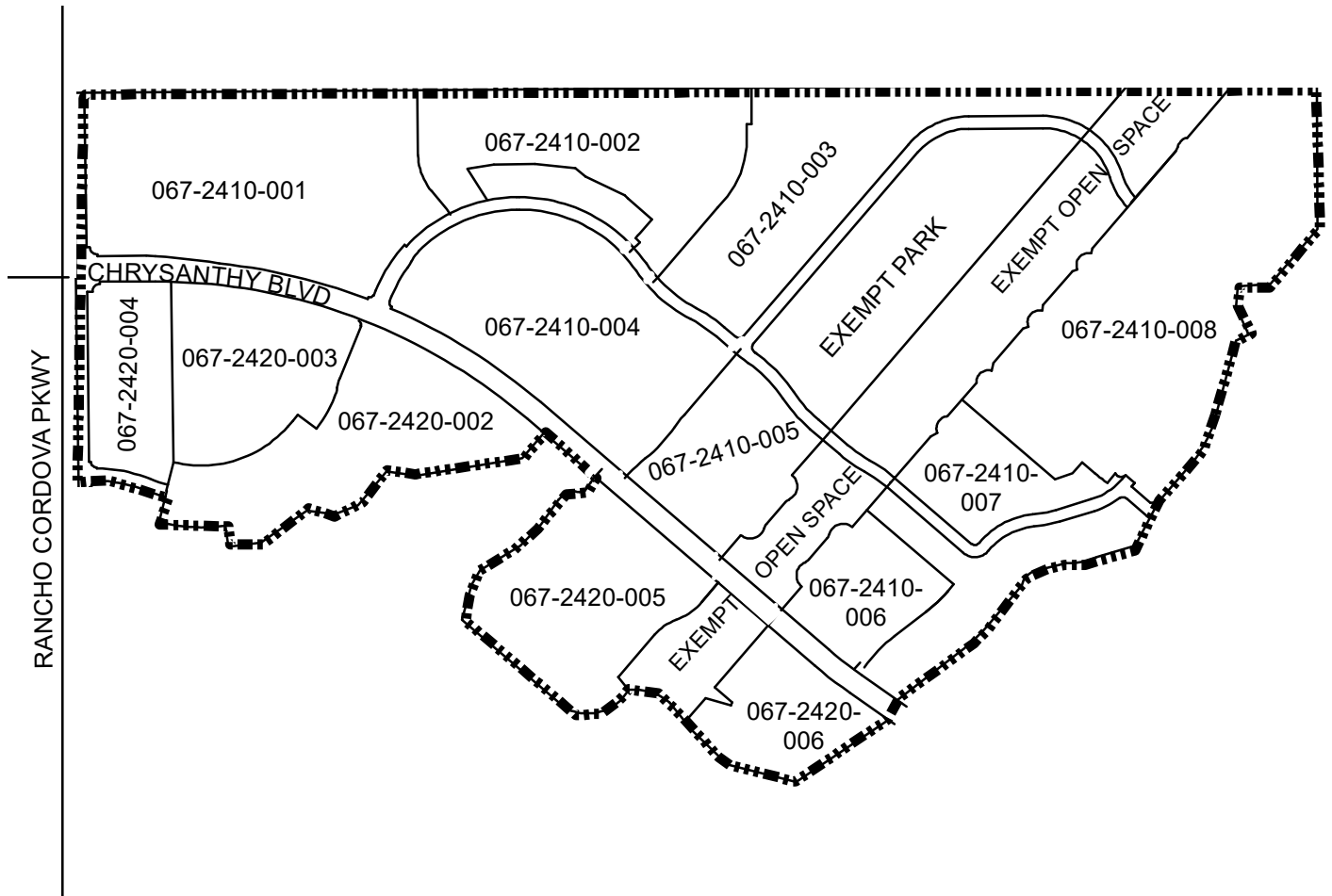
ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA
TRANSIT RELATED SERVICES SPECIAL TAX AREA
ANNEXATION 31
(THE RANCH PROJECT)

**Legend**

-  Annexation Boundary
-  Parcel Boundary

Amount of Tax per Parcel by Land Use Category**A. Residential Dwelling Units**

As adjusted for inflation from the original base year, the amount of Tax per Parcel for fiscal year 2022-2023 for Residential Land Use Categories shall be \$126.16 per low density residential dwelling unit or low density residential dwelling unit equivalent, \$100.93 per medium density residential dwelling unit or medium density residential dwelling unit equivalent, or \$75.70 per high density residential dwelling unit or high density residential dwelling unit equivalent (Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the Transit-Related Services Special Tax).

B. Non-Residential

As adjusted for inflation from the original base year, the amount of Tax per Parcel for fiscal year 2022-2023 for Non-Residential Land Use Categories (except Recreational and Agricultural) shall be \$3,234.74 per retail and service commercial acre, \$2,780.57 per commercial mixed use or office commercial acre, and \$1,142.75 per light industrial acre.

C. Inflator Formula

The tax is subject to an annual inflator formula based on the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area, or six percent, whichever is less.

MEMORANDUM



ITEM 9.3.

DATE: September 19, 2022
TO: Honorable Mayor and Council Members
FROM: Amanda Norton, Economic Development Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-179 WITH WELLSPACE HEALTH IN AN AMOUNT NOT TO EXCEED \$128,000 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. 2022-179 with WellSpace Health in an amount not to exceed \$128,000 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 funding 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 and launched six workforce programs that provided residents with access to training to help them reskill and upskill to change the economic trajectory of their household. With the first round of programs coming to an end the Economic Development team is looking to expand and build on its program offerings.

In the discovery and implementation phase of the Workforce Development Program, the City contracted with Women in Data to complete a Workforce Development Analytics Analysis. The analysis focused on the current workforce environment, the opportunity and need for workforce transformation in the city, and the optimal pathways to transition to workforce. The data from the analysis and the US Census Bureau identified HealthCare as the second largest industry in Sacramento County by 2028, with Medical Assistant positions seeing an increase of 1,770 jobs with a median income of \$51,576.

With the data indicating a need in the Health Care Sector, the Economic Development Department was able to identify partners in the community already operating and providing training in the health care industry. WellSpace Health is a community-based health care

provider with a location in Rancho Cordova that offers a full range of quality medical care, dental care, mental health and behavioral health services, and support services to underserved people. They place themselves within the communities they serve and employ healthcare professionals who are devoted to their mission. Between 2019 and 2020, the statewide unemployment rate rose to 10.1%. Sacramento saw unemployment rise to 9.3% at the peak in 2020. Communities most affected by COVID outbreaks were also impacted by higher levels of unemployment – the very communities that encompass the majority of the patients and clients that WellSpace Health serves.

With their focus on community-based health care and a clear need, WellSpace created their own Medical Assistant training program. The program takes students from historically vulnerable and racially diverse communities and ushers them into healthcare careers. WellSpace has each student attend a two-week training to understand barriers and to assess the readiness of the student before they are admitted into the full Program. The Medical Assistant Training Program is a six-month course including anatomy, physiology, infection control, medication administration, pharmacology, laboratory testing, privacy, and more. Traditional medical assistant training programs require students to pay hundreds to thousands of dollars out-of-pocket to get professional training. In contrast, WellSpace Institute programs pay students an hourly wage while in training and offers tuition at a no out of pocket cost to them. Upon graduation, students are offered jobs at WellSpace Health as employees where they may serve as medical assistants in health centers located throughout Sacramento, Placer, and Amador County. WellSpace will also assist graduates find employment with other medical service providers.

The WellSpace's Medical Assistant Training Program directly aligns with the direction and objectives of the Rancho Cordova Workforce Recovery Programs. The partnership would provide employee salary, tuition, and program costs for up to eight (8) Rancho Cordova Residents enrolled in WellSpace's Medical Assistant Training Program. Program costs would include training licenses, textbooks, uniforms, medical supplies, medical equipment, program administration and indirect overhead expenses. Almost 65% of the program cost is for students' salaries. The students enrolled in the medical assistant training program are paid a full day's pay during the program. Historically these adults have worked two or more jobs and now they can focus on their training and not have to worry about paying their bills. This program structure has led to greater completion rates and job placement. Staff is seeing a trend of workforce programs that provide a wage or stipends to students while they are completing their training, which leads to greater outcomes.

Given the timeline of recruitment of students, staff is looking to engage with this provider before the release of a Request for Qualifications (RFQ). The WellSpace Medical Assistant Training Program aligns with the goals of the program and is also located in the City of Rancho Cordova. This program would be the first of a fleet of program offerings in the Rancho Cordova Workforce Recovery Program. The cost per student for the WellSpace Medical Assistant training program is \$19,842.00. Since this is a pilot year for this program WellSpace was willing to reduce the tuition for the eight (8) Rancho Cordova Residents to \$16,000. The \$30,736 price difference for the eight (8) students is a cost that will be incurred by WellSpace in order to align the program costs with the first round of the City's Workforce Development programs. This cost adjustment was agreed upon to show proof of concept in The WellSpace Medical Assistant Training program.

FISCAL IMPACT AND FUNDING SOURCE

Contract No. 2022-179 with WellSpace would be funded through Measure R.

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-179 WITH WELLSPACE HEALTH IN AN AMOUNT NOT TO EXCEED \$128,000 FOR WORKFORCE RECOVERY PROGRAM SERVICES

WHEREAS, the City of Rancho Cordova (the "City") wishes to contract with Wellspace Health for Workforce Recovery Program services; and

WHEREAS, the City would like to enter into an Agreement 2022-179 (the "Agreement") with Wellspace Health in an amount not to exceed \$128,000 to provide Workforce Recovery Program services to the residents of Rancho Cordova to continue the recovery from the COVID-19 pandemic; 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 the City Council authorizes the City Manager to enter into a contract with Wellspace Health in an amount not to exceed \$128,000 and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th of September 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 9.4.

DATE: September 19, 2022
TO: Honorable Mayor and Council Members
FROM: Megan Siren, Senior Management Analyst
SUBJECT: **RANCHO CORDOVA YOUTH CENTER MASTER JOINT USE AGREEMENTS AND JOINT USE AGREEMENTS WITH BOYS AND GIRLS CLUB OF AMERICA AND RANCHO CORDOVA POLICE ACTIVITIES LEAGUE**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute the Master Joint Use Agreement for Community Facilities and Joint Use Agreement for Community Facilities for the Youth Center with Boys and Girls Club of Greater Sacramento and Rancho Cordova Police Activities League for the operation of the Rancho Cordova Youth Center.

BACKGROUND

The Center of Praise Ministries, Inc. and the founding and Senior Pastor Bishop Parnell Lovelace, Jr. graciously offered to partner with the City of Rancho Cordova to establish a Rancho Cordova Youth Center at their property at 10455 Investment Circle. The lease agreement with Center of Praise Ministries, Inc. was finalized and adopted by the City Council in January 2020 for 25 years at One Dollar annually with the option to renew for an additional 25 years. The lease agreement allows the City of Rancho Cordova to use the property for youth related activities, including, but not limited to the following:

- Before and After School Programs
- Tutoring Programs
- Literacy and Math Development Classes
- Police Activities League
- Use by Organized Youth Programs, Youth Clubs and Youth Sports Leagues
- Classes in Workforce Readiness and Job Training

The construction of the building and site improvements for the Rancho Cordova Youth Center (RCYC) is anticipated to be completed by the end of September 2022 by Z Squared Construction, Inc.. The improvements include interior modifications including new mechanical

units, electrical improvements and modifications, new windows, kitchen modifications, bathroom modifications, American Disability Act (ADA) modifications, security, parking lot overlay, exterior fencing, covered area outdoors for seating, a multi-sport turf field and an outdoor basketball court.

The operations of the Rancho Cordova Youth Center will be primarily facilitated by the Boys and Girls Club of Greater Sacramento (BGCGS) in partnership with Rancho Cordova Police Activities League (RCPD PAL). The agreements for operations are structured with a Master Joint Use Agreement for City Facilities between BGCGS, RCPD PAL and the City of Rancho Cordova that outlines the relationship between all the parties and acknowledges the individual Joint Use Agreements for Community Facilities. The individual Joint Use Agreements for Community Facilities include the term of the agreements set at five years and the operational components for staffing and operating the RCYC including the operational policies for RCYC.

FISCAL IMPACT AND FUNDING SOURCE

Funding for the operation of the RCYC for FY 22/23 is budgeted in Measure R programming. Based on Council direction, the funding for future years will be included in Community Enhancement/Measure H programming and budget process. The estimated operating budgets for the five-year term are included in the agreements with the BGCGS and RCPD PAL as \$3,915,039 and \$276,200 respectively.

ATTACHMENT(S)

1. Resolution
2. Master Joint Use Agreement - Youth Center
3. Joint Use Agreement - Youth Center - Boys and Girls Clubs
4. Joint Use Agreement - Youth Center - PAL

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE
MASTER JOINT USE AGREEMENT AND THE JOINT USE AGREEMENTS WITH BOYS AND
GIRLS CLUB OF GREATER SACRAMENTO AND RANCHO CORDOVA POLICE
ACTIVITIES LEAGUE FOR THE OPERATIONS OF THE RANCHO CORDOVA YOUTH
CENTER**

WHEREAS, City of Rancho Cordova desires to enter into Contract No. 2022-202 as the Master Joint Use Agreement with Boys and Girls Club of Greater Sacramento and Rancho Cordova Police Activities League for the operations of the Rancho Cordova Youth Center; and

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2022-203 as the Joint Use Agreement with Boys and Girls Club of Greater Sacramento in an amount not to exceed \$3,915,039 for the operations of the Rancho Cordova Youth Center; and

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2022-204 as the Joint Use Agreement with Rancho Cordova Police Activities League in an amount not to exceed \$276,200 for the operations of the Rancho Cordova Youth Center; and

WHEREAS, the City of Rancho Cordova, Boys and Girls Club of Greater Sacramento and Rancho Cordova Police Activities League have found that it will be in the public interest, economically and practically, to cooperate with regard to implementing their respective programs and providing more adequate facilities at the Rancho Cordova Youth Center; and

WHEREAS, The City Council now desires to authorize the City Manager, or designee, to make necessary adjustments to the funding allocations for the current fiscal year and future fiscal years, within the spending authorization limits, to expedite the implementation of the programs funded by this Joint Use Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2022--202, 2022-203 and 2022-204 with Boys and Girls Club of Greater Sacramento and Rancho Cordova Police Activities League for the operations of the Rancho Cordova Youth Center and in a form approved by the City Attorney.

BE IT FURTHER RESOLVED, the City Manager, or designee, is authorized to make adjustments to funding allocations for Contract No. 2022-203 and Contract No. 2022-204 which shall not exceed 30% of the total funding allocation for any fiscal single year in which an adjustment is made. Adjustments may be made for a variety of reasons, including but not limited to, changes in program costs related to program materials, scope, or necessary staff time.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of September 2022 by following vote:

AYES:

ITEM 9.4.

ATTACHMENT 1

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

Donald Terry, Mayor

MASTER JOINT USE AGREEMENT FOR CITY FACILITIES
**BETWEEN BOYS & GIRLS CLUBS OF GREATER SACRAMENTO, RANCHO CORDOVA
POLICE ACTIVITIES LEAGUE AND THE CITY OF RANCHO CORDOVA**

THIS MASTER JOINT USE AGREEMENT for City Facilities, hereinafter referred to as the “Master Agreement,” is made and entered into this 1st day of September 2022, by and between the Boys & Girls Clubs of Greater Sacramento, a California 501(c)(3) nonprofit corporation (hereinafter referred to as “Club”), Rancho Cordova Police Activities League, a California 501(c)(3) nonprofit corporation (hereinafter referred to as “PAL”) and the City of Rancho Cordova, a California municipal corporation, (hereinafter referred to as “City”). The Club, PAL, and the City may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the City, Club, and PAL have a common interest in providing safe and supervised after school activities for Rancho Cordova youth and teens consisting of academic, social, and recreational programs; and

WHEREAS, the City leases real property from Center of Praise Ministries, Inc. known as the Rancho Cordova Youth Center, located at 10455 Investment Circle, Rancho Cordova, CA,

WHEREAS, the City’s lease of the Rancho Cordova Youth Center permits the City to use the Rancho Cordova Youth Center for activities that serve the youth of Rancho Cordova and promote juvenile health, wellness and life skills (“Permitted Activities”); and

WHEREAS, the Rancho Cordova Youth Center could be jointly used by the Parties to further the school and community instructional/recreational facilities and programs of the Parties and such use would be in accordance with the Permitted Activities by serving elementary and teenage students with a focus on equity, inclusion, mentorship, academic support, and sports activities; and

WHEREAS, entering into joint use agreements for Rancho Cordova Youth Center will benefit the residents of the City, by providing greater opportunities for academic, social, and recreational programs; and

WHEREAS, the City, Club, and PAL have found that it will be in the public interest, economically and practically, to cooperate with regard to implementing their respective programs and providing more adequate facilities at the Rancho Cordova Youth Center, and therefore desire to enter into this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained, the Parties hereto agree as follows:

A. Purpose of Master Agreement. The City leases the Rancho Cordova Youth Center, located at 10455 Investment Center, Rancho Cordova, CA, which it wishes to share use (“Joint Use Property”). The Club and PAL have unique programming and functions for which they intend to use the property. Given the differences between the Parties and the programming provided, the

ITEM 9.4.

ATTACHMENT 2 Contract No. 2022-202

Parties negotiated unique terms of use specific to each the Club and PAL. The Party-specific terms and agreements (“Joint Use Agreements”) are attached hereto as Exhibits 1-2, as further explained below. Notwithstanding the foregoing, for administrative ease and consistency, the Parties created this Master Agreement to keep each of the Joint Use Agreements in one place.

B. Terms of Joint Use of Property. The Joint Use Property is briefly described below.

Rancho Cordova Youth Center. Rancho Cordova Youth Center is leased by the City from Center of Praise Ministries, Inc.,.

1. Section 13.1 of the City’s lease of the Rancho Cordova Youth Center permit the City to sublease or convey its leasehold interest of any portion thereof in the Leased Premises to an entity that intends to use the Leased Premises or for the Permitted uses.
2. The City conveys the right to use of certain portions of the Rancho Cordova Youth Center to the Club in accordance with and pursuant to the Joint Use Agreement attached hereto as Exhibit 1.
3. The City conveys the right to use of certain portions of the Rancho Cordova Youth Center to PAL in accordance with and pursuant to the Joint Use Agreement attached hereto as Exhibit 2.

C. Exhibits; Amendments. The Joint Use Agreements for each of the above-listed Parties are attached hereto as Exhibits 1-2, respectively, and are hereby incorporated herein. The Parties intend for each Exhibit to be a stand-alone Joint Use Agreement that may be individually modified, terminated, or otherwise negotiated. Each Joint Use Agreement may only be modified or changed by written amendment thereto executed by both the Parties to that respective agreement.

D. The term of this Agreement shall be from the effective date of this Agreement until June 30, 2027, and may be renewed upon mutual agreement of the Parties. Addendums and/or additions to this Agreement may be included at any time during the Agreement’s term upon written agreement of the Parties. Notwithstanding the terms of this Master Agreement, the Parties to each Joint Use Agreement shall be permitted to renew, amend, modify, or terminate their respective agreement upon written agreement by both parties subject to the respective agreement.

[Signatures on next page.]

ITEM 9.4.

**ATTACHMENT 2
Contract No. 2022-202**

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

CITY:

**BOYS & GIRLS CLUBS OF GREATER
SACRAMENTO:**

Cyrus Abhar
City Manager

By:
Its:

Date: _____

Date: _____

**RANCHO CORDOVA POLICE
ACTIVITIES LEAGUE:**

By:
Its:

ATTEST:

Stacy Leitner, CMC
City Clerk

Date: _____

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

ITEM 9.4.

**ATTACHMENT 2
Contract No. 2022-202**

**Exhibit 1
Joint Use Agreement for Club**

ITEM 9.4.

**ATTACHMENT 2
Contract No. 2022-202**

**Exhibit 2
Joint Use Agreement for PAL**

ITEM 9.4.

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ATTACHMENT 2
Contract No. 2022-202

JOINT USE AGREEMENT FOR COMMUNITY FACILITIES
BETWEEN THE BOYS & GIRLS CLUBS OF GREATER SACRAMENTO
AND THE CITY OF RANCHO CORDOVA
(Rancho Cordova Youth Center)

THIS JOINT USE AGREEMENT for Community Facilities, hereinafter referred to as the “Agreement,” is made and entered into this 1st day of September 2022, by and between the Boys & Girls Clubs of Greater Sacramento, a California 501(c)(3) nonprofit corporation, hereinafter referred to as “Club” and the City of Rancho Cordova, a California municipal corporation, hereinafter referred to as “City.” The Club and the City may be referred to herein individually as a “Party” and collectively as the “Parties.” “RCYC Staff” shall include both Club and Rancho Cordova Police Activities personnel.

RECITALS

WHEREAS, the City and Club have a common interest in providing safe and supervised after school activities for Rancho Cordova youth and teens consisting of academic, social, and recreational programs; and

WHEREAS, the City leases real property from Center of Praise Ministries, Inc., known as Rancho Cordova Youth Center, located at 10455 Investment Circle, Rancho Cordova, CA.

WHEREAS, the City’s lease of the Rancho Cordova Youth Center permits the City to use the Rancho Cordova Youth Center for activities that serve the youth of Rancho Cordova and promote juvenile health, wellness and life skills (“Permitted Activities”); and

WHEREAS, the Rancho Cordova Youth Center could be jointly used by the Parties to further the school and community instructional/recreational facilities and programs of the Parties and such use would be in accordance with the Permitted Activities by serving elementary and teenage students with a focus on equity and inclusion, mentorship, academic support and sports activities; and

WHEREAS, entering into joint use agreements for operating the Rancho Cordova Youth Center will benefit the residents of the City, by providing greater opportunities for academic, social, and recreational programs; and

WHEREAS, City has allocated City funds to Club for the purpose of operating a Boys & Girls Club at the Rancho Cordova Youth Center to serve Rancho Cordova youth and teens, which will benefit the City of Rancho Cordova and its residents by providing safe and supervised after school activities consisting of academic, social, and recreational programs; and

WHEREAS, the City and Club have found that it will be in the public interest, economically and practically, to cooperate with regard to implementing their respective programs and providing more adequate facilities at the Rancho Cordova Youth Center, and therefore desire to enter into this Agreement; and

ITEM 9.4.

ATTACHMENT 3

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.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained, the Parties hereto agree as follows:

1. **Term.** The term (“Term”) of this Agreement is set forth in Exhibit A.

2. **Facility.**

a) Pursuant to the terms and conditions of this Agreement, the City conveys to Club the right to use the Rancho Cordova Youth Center, 10455 Investment Circle, Rancho Cordova, CA (“Facility” or “RCYC”), as depicted in Exhibit D attached hereto and incorporated herein.

3. **Use.** Subject to the limitations herein, the Club may use the certain portions of the Facility for its programs (“Programs”), meaning the activities and programs under the supervision of the club that include academic support, Club enrichment programs, and programs in partnership with Rancho Cordova Police Activities League. Club shall establish a Boys & Girls Club Charter at the Facility and Club will operate an after-school and summer program for youth ages 6-18. Club agrees to cooperate and coordinate with PAL and the City in the operation of PAL’s Program. Club’s use of the Facility shall not interfere with the regular conduct of City’s usual activities or business. The cost of maintaining and conducting the Programs shall be borne solely by RCYC Staff. The portions of the Facility that Club is permitted to use are more fully described in Exhibit D of this Agreement.

4. **School-Year Use Schedule.** During the period from the first day of the school year (typically late August) to the last day of the school year (typically late May) each year, the Club shall be permitted to use the Facility between the hours of 2:00 PM – 7:00 PM each Monday through Friday. If necessary for Club Programming, the Club shall be permitted to use the Facility between the hours of 10:00 PM – 2:00 PM and 7:00 PM – 8:00 PM exclusively for the purposes of set up or clean up associated with that day’s Programming. Club shall be permitted to utilize the Facility according to the Summer Use Schedule, described below in Section 5, during school holidays and school breaks that occur within the school year if programming is occurring.

a) By October 1 of each year, Club shall submit to City a proposed schedule of Club’s use of the Facility for the following year (e.g., Club would submit a proposed schedule for the 2023-2024 year by October 1, 2022.). City and Club shall then meet to discuss the proposed schedule and shall create a finalized schedule by March 31 of the following year (e.g., if the proposed schedule was submitted October 1, 2022, the schedule would be finalized by March 31, 2023.). City and Club representatives will meet twice per school year to discuss any joint facility issues and confirm upcoming schedules.

The Parties acknowledge and agree that City will not grant use of the Facility to Club at times when the Facility is needed for City-sponsored or City-related activities. If Club

wishes to use the Facility at times outside those explicitly authorized by this Agreement, Club may request use of the Facility through the normal reservation process established for the Rancho Cordova Youth Center. The City has no obligation to grant such a request. Unauthorized use of the Facility is a material breach of this Agreement.

5. Summer Use Schedule. During the period from the day after the last day of the school year (typically late May) to the day before the first day of the school year (typically mid-August), the Parties shall schedule the Club's use of the Facility between the hours of 8:00 A.M. – 5:30 P.M. (The exact hours of operations will be agreed upon with the City, Club and PAL). If necessary for Club Programming, the Club shall be permitted to use the Facility between the hours of 6:30 AM – 8:30 AM and 5:30 PM – 6:30 PM exclusively for the purposes of set up or clean up associated with that day's Programming. City shall manage all summer Programming in partnership with PAL and Club.

- a) By October 1 of each year, Club shall submit to City a proposed schedule of Club's use of the Facility for the following year (e.g., Club would submit a proposed schedule for the 2023-2024 year by October 1, 2022.). City and Club shall then meet to discuss the proposed schedule and shall create a finalized schedule by March 31 of the following year (e.g., if the proposed schedule was submitted October 1, 2022, the schedule would be finalized by March 31, 2023.). City, Club and PAL representatives will meet twice per school year to discuss any joint facility issues and confirm upcoming schedules.

6. Club Office Space. Club shall have the right to use a certain portion of the Facility designated as Staff Rec Room 124 shall be limited to normal business hours between the hours of 7:00 AM – 6:00 PM as shown in Figure 1 in Exhibit D of this Agreement.

7. Operation Requirements.

Club shall comply with the Operational Requirements and Policies contained in Exhibit C, "Operational Requirements and Policies," of this Agreement. Failure to comply with any provision of Exhibit C shall be deemed a material breach of this Agreement.

8. Supervision. Club shall be solely responsible for supervising the activities that occur at the Facility as part of the Club's Programs. Notwithstanding the foregoing, City reserves the right to have employee(s) at the Facility during Club's use to monitor the use and ensure it complies with the terms of this Agreement. In the event that the Rancho Cordova Police Department determines that its presence is required at the Facility for Club's use or event, Club shall be solely responsible for complying with such request; provided, however, that City agrees to cooperate if necessary.

9. Parking. The Parties shall work together to ensure appropriate public access to the parking lot(s) at the Facility; provided, however, that City expressly reserves the right to restrict public access to the Facility's parking lot(s) as may be reasonably required for City's own programs, special events, and general operational and maintenance needs.

10. Maintenance and Use. The Club shall keep and maintain the Facility in good and safe condition and repair while conducting Club Programming. With the exception of emergencies, the City will give advance notice of any significant facility maintenance issues that could require the cancelling or modifications of Club's scheduled programs.

11. Damage to Facility. Club shall be responsible for any and all damages to the Facility and surrounding property which may be incurred as a proximate cause of any activity conducted by Club, except for property damage for which the City has coverage under any of its fire and extended coverage insurance policies. If damage to the Facility occurs during a period of joint use of the Facility and the Parties cannot immediately agree which Party's activity was the proximate cause of such damage, the Parties shall comply with the Conflict Resolution procedures set forth herein. Club shall not be responsible for damage caused by the normal wear and tear of the Facility. Club shall inform City of any dangerous conditions at the Facility, and City shall notify the Club of any damage to the Facility caused by Club as soon as reasonably possible and shall provide the Club an itemized bill of the cost(s) for the replacement and/or repair of such damaged property.

12. Funding and Use of Funds. Club's use of City funds pursuant to this Agreement not to exceed \$3,915,039 for the entire term of the Agreement. The City has allocated funds to the Club in the amount of Five Hundred Ninety-Four Thousand Thirty-Nine (\$594,039) for the period of September 1, 2022 through June 30, 2022. The funds shall be disbursed to Club as set forth in Exhibit A and shall be used by Club solely for the purposes, and subject to the terms, set forth in Exhibit A. Funding for subsequent years is contingent upon adequate funds being made available in the City's budget, and shall be made pursuant to the City's annual budget process. Funding provided to Club for subsequent years beyond fiscal year 2022 is not guaranteed.

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. Club 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 Club, or a change that does not alter the core objectives of the services provided with the funds.

c) If any of the funds provided to Club remain unexpended upon the expiration of the term of this Agreement, Club shall return the unexpended funds to City within thirty (30) days of the expiration date of this Agreement.

13. Documents, Reports, and Records

a) Record Retention. Club 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.

b) **Inspection of Records.** All records required to be retained pursuant to Section 12 (a) shall be subject to inspection or audit by City at any reasonable time during the normal and usual business hours of Club. Recognizing, however, that Club 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 Club. Any inspection or audit shall be made by City's Finance Director, or a designee of the Finance Director.

c) **Required Reports.** Club shall file an Outcomes Report (each a "Report" and collectively the "Reports") with the City on dates corresponding to the end of each quarter of each calendar year of the term of this Agreement. Quarterly Reports are due 30 days post quarter ending: Quarter 1: January 1 – March 31, Quarter 2: April 1 – June 30, Quarter 3: July 1 – September 30 and Quarter 4: October 1 – December 31. The Reports shall describe the services and/or programs provided, number of youth served, and include photographs.

14. Non-Discrimination. Club 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 Club pursuant to this Agreement, Club shall not discriminate against any employee, recipient of Club'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 Club is a religious organization, Club 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.

15. Indemnification.

a) Club 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 Club 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 Club 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 Club 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 Club 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 Club 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, Club acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance.

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

17. Attribution. Club 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: “Rancho Cordova Youth Center – Powered by the City of Rancho Cordova Community Enhancement & Investment Fund, Boys & Girls Club and Rancho Cordova PAL.”

18. Club Not an Agent. Except as City may specify in writing, Club shall have no authority express or implied, to act on behalf of City in any capacity whatsoever as an agent. Club shall have no authority, express or implied, pursuant to this agreement to bind City to any obligation whatsoever. All employees and agents hired or retained by Club are employees and agents of Club and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Club 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, Club 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 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. Club shall not allow any employee, agent or subcontractor to become eligible for a claim for PERS benefits.

19. 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.

20. 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:

ITEM 9.4.

ATTACHMENT 3

City of Rancho Cordova: City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670
Attn: City Manager

To Club: Boys & Girls Clubs of Greater Sacramento
5212 Lemon Hill Ave.
Sacramento, California 95824
Attn. Kimberly Key, CEO

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.

21. Termination. This Agreement may be terminated by either Party, with or without cause, upon sixty (60) days written notice.

22. Personnel. Club shall be solely responsible for the hiring and termination of its own personnel necessary to conduct its Programs held at the Facility pursuant to this Agreement. Except as otherwise provided herein, the Parties agree that personnel hired by City shall be employees of City only and shall not be construed to be employees of the Club for any purpose whatsoever.

23. Amendments. This Agreement may only be modified or changed by written amendment thereto executed by both the City and the Club.

24. Binding. This Agreement shall be binding upon the City and the Club and upon their respective successors, executors, administrators, and assigns. Neither the City nor the Club may assign or transfer their respective rights or interests under this Agreement without the written consent of the other.

25. 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.

26. Compliance with Law. The Parties hereto shall comply with all applicable Federal, State and local laws, rules, and regulations. The Parties shall also comply with any applicable Federal, State, or local guidelines related to COVID-19, as reasonably applicable. This provision is expressly intended to require the Club to comply with the City's policies and procedures related to COVID-19 as applicable to use of the Facility.

27. 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 9.4.

ATTACHMENT 3

28. IRS Form W-9. Club 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.

29. 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.

[Signatures on next page.]

ITEM 9.4.

ATTACHMENT 3

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

CITY:

CLUB:

Cyrus Abhar
City Manager

Kimberly Key
CEO

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC
City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren
City Attorney

EXHIBIT A
SCOPE OF SERVICES

Address: 5212 Lemon Hill Ave. Sacramento, CA 95824
 Telephone: (916) 392-1350
 Email: kkey@bgcsac.org
 Contact Person/Title: Kimberly Key/CEO
 Funding Allocation: September 1, 2022 – June 30, 2023: \$594,039
 July 1, 2023 – June 30, 2024: \$770,000 (Estimate)
 July 1, 2024 – June 30, 2025: \$808,500 (Estimate)
 July 1, 2025 – June 30, 2026: \$850,000 (Estimate)
 July 1, 2026 – June 30, 2027: \$892,500 (Estimate)
 Term: September 1, 2022 – June 30, 2027

1. Services to be Provided: RCYC Staff shall operate an after school and summer program at the Rancho Cordova Youth Center (“RCYC”) in Rancho Cordova, located at 10455 Investment Circle, Rancho Cordova, CA. The program is expected to serve 125 unduplicated youth, ages 6-18 (Senior in High School) annually as Club members with an additional 3,500 youth receiving Club services. The operating hours of the RCYC is reflected in Section 4 and 5 of the agreement and will offer social, academic and recreational activities. In addition:

a. Boys & Girls Clubs of Greater Sacramento (“Club”) will establish a Boys & Girls Club Charter at the Rancho Cordova Youth Center located at 10445 Investment Circle.

b. Club will facilitate after-school and summer programs for youth ages 6-18 years old, which shall include academic support, Club enrichment programs, and programs in partnership with Rancho Cordova Police Activities League (“PAL”).

c. Club shall develop and abide by operational requirements specific to the delivery of services at RCYC. See Exhibit C.

d. Club shall develop specific policies and procedures around child safety as set forth in Exhibit C, that all RCYC staff must sign and abide by.

2. Units of Service to be Provided: See above.

3. Use of Funds: Club may use the funds for the purposes and the manner set forth below:

**Rancho Cordova Youth Center Budget
9/1/2022 - 6/30/2022**

Personnel		
Area Director (.33 FTE)	\$	18,297
Branch Manager (FT-HRLY)	\$	54,578
Assistant Branch Manager (FT-HRLY)	\$	43,316
Teen Director (FT-HRLY)	\$	41,583
Member Mgtm. Coord. (FT-HRLY)	\$	43,316
Program Assistants (9)	\$	195,672
 Subtotal Personnel	 \$	 396,762
Taxes & Benefits	\$	69,569
 Total Personnel	 \$	 466,331
 Program Costs		
Program Start-Up Supplies/Equipment	\$	34,996
Youth T-Shirts	\$	2,083
Visions Tracking	\$	2,499
 Total Program Costs	 \$	 39,578
 Administrative Costs		
Staff Uniforms	\$	1,666
Site Cell Phone	\$	400
IT	\$	1,250
BGCA Charter	\$	4,000
Office Supplies	\$	3,332
 Total Admin	 \$	 10,647
 Subtotal	 \$	 516,556
 15% Indirect Cost	 \$	 77,483
 Total Project Cost	 \$	 594,039

Budgets for additional years will be updated as needed.

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 Club under the Agreement exceed the total allocation shown above.

b. Unexpended Funds. If any funds advanced to Club remain unexpended upon the expiration of the term of this Agreement, Club 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 provide the services set forth herein exceed the amount of funds granted to Club, Club shall be responsible for the payment of all costs in excess of the funds granted.

d. Prevailing Wages. To the extent required by law, Club and all of the Club's subcontractors shall comply with California Health and Safety Code Section 33422.1, and shall comply with California Labor Code Section 1770 et seq. and all regulations adopted pursuant thereto (referred to herein as, "Prevailing Wage Laws"), and be responsible for carrying out the requirements of such provisions. The Club shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless the City and its elective and appointive boards, commissions, officers, agents, attorneys, consultants and employees, and all of their respective successors and assigns, from and against any and all claims, demands, suits and actions at law or in equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel reasonably acceptable to the City), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to California Labor Code Section 1770 et seq. and the Prevailing Wage Laws, or any act or omission of the City or the Club related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such claims, demands, suits, actions, losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, costs, damages, or administrative, enforcement or judicial proceedings. It is further agreed that the City does not, and shall not, waive any rights against the Club which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or the deposit with the City by the Club, of any of the insurance policies described in this Agreement.

4. Eligibility Criteria for Qualification of Recipients for Services. Program participants shall be Rancho Cordova youth residents. Club shall keep documentation confirming eligibility requirements were met by recipients.

5. Allocation and Payment of Funds. City shall distribute funds to Club as follows:

Club shall invoice City monthly for the items set forth in section 3. Club shall supply all necessary documentation with invoice.

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 Club

ITEM 9.4.**ATTACHMENT 3**

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 sixty (60) days after the termination date of the Agreement. City shall not be required to make any payments based on requests submitted more than sixty (60) days after the termination date.

EXHIBIT B

Insurance Requirements

Before beginning any work under this Agreement, Club, 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 Club and its agents, representatives, employees, volunteers, and subcontractors.

Club 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. Club 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.** Club 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 Club. 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, Club 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 Club, 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.

Club shall notify City within fourteen (14) days of notification from Club'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 Club does not have any employees.

2. **General/Commercial Liability Insurance**

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

2.3 Sexual Molestation and Abuse Coverage. Club shall maintain sexual molestation and abuse coverage in an amount no less than five hundred thousand dollars (\$500,000.00).

3. **Automotive Liability Insurance.**

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

3.2 Minimum scope of coverage. 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.

3.3 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 Club, including the insured's general supervision of Club; products and completed operations of Club; premises owned, occupied, or used by Club; and automobiles owned, leased, or used by the Club. 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 Club to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4. All Policies Requirements.

4.1 Verification of Coverage. Prior to beginning any performance under this Agreement, Club 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. Club 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. Club shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services 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, Club 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 Club 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 Waiver of Subrogation. Club hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Club 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 services performed by the Club, its employees, agents, and subcontractors.

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

EXHIBIT C

Operational Requirements and Policies

SECTION: SECURITY

- Rancho Cordova Youth Center (“RCYC”) staff will exercise control over the Facility’s entries and exits during established hours of operation.
- Front Desk will be staffed by a designated Member Management Coordinator (MMC) employed by the Club and trained to enforce rules and respond in an emergency.
- MMC is responsible for recording all individuals when entering and exiting the facility and program participation.
- Club shall comply with all established RCYC safety procedures including:
 1. Procedures for child pick up to ensure children are picked up by an authorized adult.
 2. Emergency response procedures which shall be coordinated with local law enforcement.
 3. Regular practice of emergency drills with members and staff.
 4. Ensuring that all staff and volunteers are clearly identifiable at all times (e.g. clothing, badges).

SECTION: INJURIES

- RCYC Branch Manager (“Branch Manager”) will conduct established daily check list/regular inspections to help identify safety hazards.
- RCYC sports staff are trained to prevent sports injuries.
- RCYC staff shall complete incident and accident reports as necessary and review such reports with Branch Manager.
- All Club staff shall be trained in first aid, Automated External Defibrillator (AED) and CPR.
- the Facility will be annually inspected by the local Fire Marshall, Fire Department, insurance carrier, or other qualified inspector in accordance with the Rancho Cordova Municipal Code.
- The Facility will be annually inspected by the local Health and/or Sanitation Department according to local codes.
- RCYC Fire extinguishers are inspected by a local Fire Marshall, Fire Department, or other qualified inspector annually.
- RCYC will have at least one AED (Automated External Defibrillator) on site.

SECTION: TRANSPORTATION

- RCYC staff are prohibited from transporting members in personal vehicles.

SECTION: TECHNOLOGY

- RCYC staff and volunteers read and sign a technology policy annually.
- RCYC members and parents required to read and a technology policy annually.
- RCYC staff are required to supervise members using technology in the computer lab.
- RCYC will have a cell phone/electronic device use policy.
- All RCYC members will complete an Internet safety program before using YC computers.
- RCYC will have firewalls and virus/malware protection software on all computers.
- RCYC will have an Internet filter system.

SECTION: GENERAL SUPERVISION

- RCYC has established staff-to-youth ratios for each program area/activity.
- All rooms and program areas visible to RCYC staff.
- RCYC has written policies to supervise difficult areas (e.g. restrooms, locker rooms, remote rooms, outdoor space).
- RCYC has written policies in place to prohibit adults and mixed age groups (children, teens) from using restrooms at the same time.
- RCYC staff are trained to maintain control of their area of responsibility.

SECTION: A CULTURE OF SAFETY

- RCYC staff and volunteers required to read and sign a code of conduct annually.
- RCYC staff and volunteers trained annually to recognize and report signs of child abuse, including emotional, sexual, and physical abuse, neglect, and child endangerment.
- RCYC staff are trained to recognize and report signs of bullying.
- RCYC has established protocol for people to easily voice complaints or concerns.
- RCYC members and their parent/guardian will be required to participate in an orientation prior to the first day of program attendance.
- RCYC will have prominently displayed the BGCA-approved collateral that shares the ethics hotline, crisis text-line and safety helpline information with members, staff, volunteers and families.
- Safety policies are available to parents and guardians during orientation.

SECTION: EMERGENCY OPERATIONS

- RCYC will have a crisis communication plan that defines the roles and responsibilities in the event of a crisis that may involve the media.
- RCYC staff are required to immediately report any known allegation of abuse or any potential criminal matter to law enforcement or the appropriate authorities. Club Branch Manager is required to report critical incidents to Club CEO within 24 hours.
- RCYC team will implement solutions on an ongoing basis to ensure the safety of all members, staff, volunteers and visitors.

SECTION: POLICIES

RCYC has established the following policies (see attached documents)

- Child Abuse Prevention
- Prohibition of Private One-on-One Interaction
- Supervision & Facilities (includes guidance on restroom usage)
- Screening and Onboarding
- Drug and Alcohol Free Workplace
- Incident Management
- Technology
- Transportation
- Emergency Operation Plan

SECTION: BACKGROUND CHECKS

- The Boys & Girls Club will conduct background checks every 12 months, on all employees, volunteers, and others who serve on a standing committee and/or have direct, repetitive contact with RCYC members.
- Background checks include a national criminal record search, national sexual offender registry search, and Social Security Number identity verification.
- All Boys & Girls Club staff are required to be drug tested.
- All Boys & Girls Club staff are required to be TB tested and COVID-19 vaccinated.
- All PAL Officers and Employees (employed by Sacramento County Sheriff) background checks and trainings will be confirmed by the agency each year (Letter on File with City and Boys and Girls Club).

SECTION: MANDATORY REPORTING

- Club staff and volunteers are trained annually on their role as mandated reporters of suspected child abuse and neglect.

SECTION: CHILD ABUSE PREVENTION POLICY

The priority of the Rancho Cordova Youth Center (RCYC) is the physical and emotional safety of its members, staff, and volunteers. RCYC maintains a zero-tolerance policy for child abuse.

RCYC implements policies and procedures for members, employees, volunteers, visitors or any victims of sexual abuse or misconduct to report any suspicion or allegation of abuse.

DEFINITIONS:

One-on-one Contact Prohibition: RCYC prohibits isolated one-on-one interaction between RCYC participants and staff or volunteers, including board members. “One-on-one Contact Prohibition”

includes prohibiting one-on-one contact at any time at the RCYC, in vehicles or by phone, text, social media or any other means.

Exceptions may only be made when delivering approved medical or counseling services by a licensed, trained therapist or similar professional according to professional guidelines. All staff and volunteers, including minor staff (under age 18), are strictly prohibited from meeting RCYC participants outside of any RCYC-sponsored activities. The only exception to this rule is if the RCYC participant is a child or sibling of a staff member or volunteer.

“Child abuse” is when an adult or another child, whether through action or by failing to act, causes serious emotional or physical harm to a child.

“Sexual abuse or misconduct” may include but is not limited to:

- Any sexual activity, involvement or attempt of sexual contact with a person who is a minor (under 18 years old).
- Sexual activity with another who is legally incompetent.
- Physical assault or sexual violence, such as rape, statutory rape, abuse, molestation, or any attempt to commit such acts.
- Unwanted and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, brushing, massaging someone’s neck or shoulders and/or pulling against another’s body or clothes.
- Inappropriate activities, advances, comments, bullying, gestures, electronic communications, or messages (e.g., by email, text, or social media).

"Grooming" is when someone builds an emotional connection with a child to gain their trust for the purposes of sexual abuse, sexual exploitation, or trafficking. Grooming behaviors may include but are not limited to:

- Targeting specific youth for special attention, activities, or gifts.
- Isolating youth from family members and friends physically or emotionally. This can include one-on-one interactions such as sleepovers, camping trips and day activities.
- Gradually crossing physical boundaries, full-frontal hugs that last too long, lap sitting or other “accidental” touches.

REQUIRED TRAINING

RCYC conducts and reports through a BGCA-approved process the following training for all staff members and volunteers with direct repetitive contact with young people (at the intervals noted for each).

Before providing services to young people, and annually thereafter:

- BGCA-approved child abuse prevention
- BGCA-approved mandated reporting
- BGCA-approved grooming prevention

Annually:

- All the policies, including all safety policies, for RCYC.

PHYSICAL INTERACTIONS

Every staff member and volunteer of RCYC is required to maintain appropriate physical contact with minors. Appropriate and inappropriate interactions include but are not limited to the following:

Appropriate

Side hugs
Handshakes
High-fives and hand slapping

Inappropriate

Full-frontal hugs or kisses
Showing affection in isolated area
Lap sitting
Wrestling or piggyback/shoulder rides
Tickling
Allowing youth to cling to an adult's leg

VERBAL INTERACTIONS

Every staff member and volunteer of RCYC is required to maintain appropriate verbal interactions with minors. Appropriate and inappropriate interactions include but are not limited to the following:

Appropriate

Positive reinforcement
Child-appropriate jokes (no adult content)
Encouragement
Praise
Harsh language that may frighten, threaten, or humiliate youth

Inappropriate

Name calling
Inappropriate jokes (adult-only content)
Profanity or derogatory remarks
Secrets

ABUSE AND SAFETY RESOURCES

RCYC prominently displays Club-approved collateral that shares ethics hotline, crisis text line and safety helpline information with members, staff, volunteers, and families. We also share all safety policies with parents and guardians upon receiving a youth membership application.

PROHIBITION OF PRIVATE ONE-ON-ONE INTERACTION POLICY

RCYC is committed to providing a safe environment for members, staff, and volunteers. To further ensure their safety, the organization prohibits all one-on-one interactions between Club members and staff and volunteers (including Boys & Girls Club board members). All staff and volunteers must abide by the following:

- Ensure all meetings and communications between members and staff or volunteers are never private.

- Ensure in-person meetings take place in areas where other staff and/or members are present.
- Communicate to another staff member whenever an emergency arises that necessitates an exception to this policy.
- Never initiate private or isolated one-on-one contact with a member.
- Never have a private or isolated meeting or communication with a member. This includes in-person meetings and virtual communications such as texting, video chat and social media between only a staff member or volunteer and a single member.
- Never transport one RCYC participant member at a time. This includes transportation in Club/PAL or leased vehicles.

Exceptions may only be made when delivering medical or counseling services by a licensed, trained therapist or similar professional. All exceptions shall be documented and provided to Club leadership in advance.

If an emergency arises that necessitates an exception to this policy, the emergency exception shall be communicated to Club leadership as soon as practicable, and ideally before engaging in one-on-one interaction.

Impact on mentoring programs

Mentorship is a key component of RCYC programming and has tremendous positive impact on members. Prohibition of one-on-one interaction does not have to negatively affect mentor programs and/or relationship building. Mentors can adjust their practices to include:

- Holding mentor and coaching sessions in areas where other staff and/or members are present or can see you – for example, in large rooms where meetings are visible but not heard.
- Copying parents, staff, or other members (when appropriate) on written and/or electronic communications.
- Scheduling meetings during RCYC hours and at the RCYC site.
- Documenting interactions between mentors and youth.

SUPERVISION AND FACILITIES POLICY

SUPERVISION

RCYC is committed to providing a safe environment. All activities and program spaces shall always be under continuous supervision by sight or sound (for restroom supervision) by an appropriate adult staff (18 or over). To ensure appropriate supervision, staff, and volunteers:

- Must abide by the prohibition of private one-on-one interaction policy.
- Must abide by all the organization's disciplinary policies and procedures.

- Must ensure that at least one adult staff (18 and over) is present when supervising members.
- Must always maintain proper supervision ratios.
 - Must be trained on appropriate supervision tactics and behavior patterns.
-

RESTROOM USAGE

RCYC is committed to providing a safe, clean environment and enforces the following restroom policy for members, staff, volunteers, and other adults:

- There will be either a designated adult restroom or procedures to ensure adults and minors never utilize a restroom at the same time.
- RCYC will either have single-user restrooms or multi-user restrooms with single stalls that can be secured from the inside.
- When using restrooms at public facilities during field trips, a minimum of three youth will be escorted by one staff member, who will wait outside the main entrance of the restroom.

RESTROOM MONITORING

Restrooms shall be regularly monitored by designated staff according to a schedule set by RCYC leadership. Monitoring includes walk-throughs, inspections and/or any (but not necessarily all) of the best practices outlined below:

- Implementing procedures to limit the number of children using restrooms at the same time.
- Prohibiting younger children and teens from sharing a restroom.
- Positioning staff near restroom entries to maintain auditory supervision of space.
- Designing or renovating multi-user restrooms to eliminate outer doors, while maintaining privacy with individual stalls.

Staff observing unacceptable restroom conditions or incidents shall:

- Immediately notify RCYC leadership of the incident.
- Document, in writing, restroom conduct incidents and report them to Club leadership as soon as possible in compliance with the RCYC's Incident Reporting Policy.

ENTRANCE AND EXIT CONTROL

All facility entries and exits shall be controlled and monitored by paid adult staff (18 or over) during all hours of operation, along with a system to monitor and track everyone who is in the facility.

All exit doors shall have an audible alarm to discourage unauthorized use to exit or enter the facility.

Only designated adult staff (18 or over) shall be authorized to possess keys and/or badges to open any facility. If an employee is supervising a scheduled activity, they shall be responsible for the security of their program space.

FACILITY CONDITION

All program spaces shall have clear lines of visibility and be monitored by adult staff when in use. Areas that are not in use shall remain locked and only accessible by adult staff.

All interior and exterior spaces, hallways, stairs, and stairways shall be monitored, maintained, well-lit, clean, and free of hazards and obstructions. All storage closets and other unused spaces are to be locked during operational hours.

Damages to facilities shall be repaired in a reasonable manner. Damages that pose imminent risk to the health and safety of members, staff or volunteers shall be repaired immediately. If immediate repair to damage that poses imminent risk is not possible, RCYC leadership shall determine whether temporary or permanent closure of the facility may be required. Any damage to a facility that results in an incident deemed critical to the organization shall be reported to the appropriate authorities as a critical incident.

FOOD AND DRINK

Any distribution, preparation, or consumption of food and/or drink at any facility shall comply with all applicable food services sanitation and public health codes. If food is prepared and served on site, required city or county health department inspection certificates shall be posted. Any dangerous kitchen utensils, including knives, shall be properly and securely stored.

DRUG AND ALCOHOL-FREE WORKPLACE POLICY

DRUG AND ALCOHOL POLICY

RCYC is committed to providing a safe environment for members, staff, and volunteers. To further ensure their safety, the organization maintains a drug- and alcohol-free workplace. The unlawful or improper use of drugs – including marijuana, controlled substances, or alcohol in the workplace – presents a danger to everyone. The organization also has a duty to comply with the requirements of the Drug- Free Workplace Act of 1988.

- Employees are prohibited from reporting to work or working while under the influence of alcohol and/or illegal or unauthorized drugs.
- Employees are prohibited from reporting to work or working when the employee is using any legal drugs; exceptions can be made in accordance with state law when the use is pursuant to a doctor's orders and the doctor has advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties. Employees taking any legal drugs that potentially affect job safety or performance are responsible for notifying their supervisor and/or Club Human Resources so that a determination of job performance or a

reasonable accommodation can be made. An employee may not be permitted to perform his or her job duties unless such a determination or reasonable accommodation has been made.

- Employees are prohibited from engaging in the unlawful or unauthorized manufacturing, distribution, dispensing, sale or possession of illegal drugs and alcohol in the workplace, including on organization paid time, on organization premises, in organization vehicles or while engaged in organization activities.
- Employees must notify their supervisor and/or RCYC leadership immediately of any criminal drug or alcohol violation.
- Employment with the organization is conditional upon full compliance with the foregoing drug- and alcohol- free workplace policy. Any violation of this policy might result in disciplinary action, up to and including discharge.

RCYC further reserves the right to take any and all appropriate and lawful actions necessary to enforce this drug- and alcohol-free workplace policy, including but not limited to the inspection of organization-issued lockers, desks, or other suspected areas of concealment, as well as an employee's personal property when the organization has reasonable suspicion to believe that the employee has violated this policy.

SMOKING POLICY

RCYC will comply with all applicable federal, state, and local regulations regarding non-smoking in the workplace in order to provide a work environment that promotes productivity and the well-being of its employees. Smoking in the workplace can adversely affect members, employees, and volunteers. Accordingly, smoking is restricted at all its facilities.

Smoking is defined to include the use of any tobacco-containing products, including cigarettes, cigars, and pipes, as well as the use of electronic cigarettes (e-cigarettes) and vaporizers.

Smoking is prohibited at RCYC except for external areas where it is specifically authorized. The smoking policy applies to employees, volunteers, and members while on premises or during activities (on or off site).

REASONABLE SUSPICION

Staff and or volunteers shall immediately notify RCYC leadership of any action by an employee or volunteer who demonstrates an unusual pattern of behavior suggesting that they are under the influence of drugs or alcohol. RCYC leadership will determine whether the employee should be examined by a physician or clinic and/or tested for drugs or alcohol in accordance with the Club's drug-testing policies. Employees and volunteers believed to be under the influence of drugs or alcohol will be required to leave the premises. Any illegal drugs or drug paraphernalia will be turned over to the appropriate law enforcement agency and may result in criminal prosecution.

INCIDENT MANAGEMENT POLICY

Clear reporting policies and procedures are an important element in responding to incidents that might occur. Staff and volunteers must at a minimum immediately report and document all safety incidents that might affect staff, volunteers, members, and others who visit Clubhouses.

GENERAL INCIDENT DESCRIPTION

Safety incidents can include but are not limited to:

- Inappropriate activity between adults (18 and over) and youth;
- Inappropriate activity between multiple youth;
- Allegations of abuse;
- Bullying behavior;
- Inappropriate electronic communications between adults (18 or over) and youth;
- Minor and major medical emergencies;
- Accidents, including slips and falls;
- Threats made by or against staff, volunteers and/or members;
- Physical assaults and injuries, including fights;
- Missing children;
- Criminal activity, including theft and robbery; and
- Other incidents as deemed appropriate by Club leadership.

Safety incidents include those that occur during RCYC programs, on RCYC premises and/or during a RCYC- affiliated program or trip.

INTERNAL INCIDENT REPORTING

Any employee or volunteer who becomes aware of an incident, as defined in this policy, shall immediately complete an incident report, and submit the incident to RCYC leadership.

The following information shall be included on an Incident Report:

- Date and location
- Incident details (if applicable)
- Witnesses and contact information
- Names of all involved (youth and staff if applicable)
- All notifications made (first responders, parents, leadership, etc.)

EXTERNAL INCIDENT REPORTING

RCYC follows all applicable mandated reporting statutes and regulations and all applicable federal, state, and local laws (including those around licensing, for licensed organizations) for the protection and safety of youth. Types of incidents reported include but are not limited to:

- Inappropriate activity between adults (18 or over) and youth;
- Inappropriate activity between multiple youth;
- Allegations of child abuse;
- Any form of child pornography;
- Criminal activity, including assault, theft, and robbery; or
- Children missing from the premises.

INCIDENT INVESTIGATION

RCYC takes all incidents seriously and is committed to supporting external investigations of all reported incidents and allegations or internal investigations by the Safety Committee when not an externally reportable incident.

Federal, state, and local criminal and or mandated child abuse reporting laws must be complied with before any consideration of an internal investigation. The internal investigation should never be viewed as a substitute for a required criminal or child protective services investigation. In the event that an incident involves an allegation against a staff member, volunteer or Club member, the Club shall suspend that individual immediately (employees with pay) and maintain the suspension throughout the course of the investigation.

BGCA CRITICAL INCIDENT REPORTING

RCYC Staff shall immediately report any allegation of abuse or potential criminal matter to law enforcement. In addition, Club CEO shall report the following critical incidents to BGCA within 24 hours:

- a. Any instance or allegation of child abuse, including physical, emotional, or sexual abuse; sexual misconduct or exploitation (Club-related or not) against any child by a current employee or volunteer; or any Club-related instance by a former employee or volunteer.
- b. Any instance or allegation of child abuse, including physical, emotional, or sexual abuse; or sexual misconduct or exploitation by a youth towards another youth at a Club site or during a Club-sponsored activity.
- c. Any child who might have been abducted or reported missing from a Club site or Club-sponsored activity.
- d. Any major medical emergency involving a child, staff member or volunteer at a Club site or during a Club-sponsored activity leading to extended hospitalization, permanent injury, or death; or a mental health crisis with a child requiring outside care.
- e. Any instance or allegation of abuse, including physical, emotional, or sexual abuse, sexual misconduct, harassment, or exploitation (Club-related or not) involving any staff member; or any Club-related instance or allegation of abuse, including physical, emotional, or sexual abuse, sexual misconduct harassment or exploitation against a volunteer or visitor.
- f. Any failure to comply with requirements set forth by childcare licensing agencies or organizations.
- g. Any known or suspected felony-level criminal act committed at a Club site or during a Club-sponsored activity.
- h. Any misappropriation of organizational funds in the amount of \$10,000 or greater, or any amount of federal funds.
- i. Any criminal or civil legal action involving the organization, its employees, or volunteers, as well as any changes in the status of an open organization-related legal action.
- j. Negative media attention that could compromise the reputation of the Member Organization or the Boys & Girls Clubs of America brand.
- k. Any other incident deemed critical by the Member Organization.

RCYC is committed to providing a safe use of technology and online safety for members, staff, and volunteers. The acceptable use policy provides the framework for those safety practices and procedures.

TECHNOLOGY ACCEPTABLE USE POLICY

RCYC MEMBER USAGE

Before a member will be allowed to use RCYC technology equipment or their personal device, both the member and his/her parent/guardian will need to read and sign the Technology Acceptable Use policy. Under the Technology Acceptable Use policy, the following relevant principles shall apply:

RCYC devices shall include any and all owned existing and/or emerging technologies and devices that can take photographs, play, and record audio or video, input text, upload and download content and/or media and transmit or receive messages or images.

Personally owned devices shall include any and all member-owned existing and/or emerging technologies and devices that can take photographs, play and record audio or video, input text, upload and download content and/or media and transmit or receive messages or images.

“RCYC purposes” shall include program activities, career development, communication with experts and/or RCYC peer members, homework, and RCYC activities. Members are expected to act responsibly and thoughtfully when using technology resources. Members bear the burden of responsibility to inquire with staff when they are unsure of the permissibility of a particular use of technology prior to engaging in its use.

Authorized use: RCYC devices and personally owned devices are permitted for use during approved times and in approved locations only. RCYC expressly prohibits the use of devices or personally owned devices in locker rooms, restrooms, and other areas where there is an expectation of privacy.

Appropriate use: Members may not use any technology to harass, threaten, demean, humiliate, intimidate, embarrass, or annoy their peers or others in their community. Any inappropriate use of a RCYC or personally owned device, as determined by RCYC staff, can lead to disciplinary action including but not limited to confiscation of the device, immediate suspension from the RCYC, termination of membership or other disciplinary actions determined to be appropriate to the RCYC’s existing disciplinary policies including, if applicable, referral to local law enforcement.

Monitoring and inspection: RCYC Staff reserves the right to monitor, inspect, copy, and review any personally owned device that is brought to the RCYC. Parents/guardians will be notified before such an inspection takes place and may be present, at their choice, during the inspection.

Parents/guardians may refuse to allow such inspections. If so, the member may be barred from bringing personally owned devices to the RCYC in the future.

Loss and damage: Members are responsible for keeping devices with them at all times. Staff are not responsible for the security and condition of the member's personal device. Furthermore, the RCYC is not liable for the loss, damage, misuse, or theft of any personally owned device brought to the RCYC.

Members must be aware of the appropriateness of communications when using Club or personally owned devices. Inappropriate communication is prohibited in any public or private messages, as well as material posted online. Inappropriate communication includes but is not limited to the following:

- Obscene, profane, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language or images typed, posted, or spoken by members;
- Information that could cause damage to an individual or the Club community or create the danger of disruption of the Club environment;
- Personal attacks, including prejudicial or discriminatory attacks;
- Harassment (persistently acting in a manner that distresses or annoys another person) or stalking of others;
- Knowingly or recklessly posting false or defamatory information about a person or organization; or
- Communication that promotes the destruction of property, including the acquisition or creation of weapons or other destructive devices.

If a member is told to stop sending communications, that member must cease the activity immediately.

Cyberbullying: Members may not utilize any technology to harass, threaten, demean, humiliate, intimidate, embarrass, or annoy their peers or others in their community. This behavior is cyberbullying, which is defined as bullying that takes place using emerging technologies and devices. Any cyberbullying that is determined to disrupt the safety and/or well-being of RCYC members, RCYC staff or community is subject to disciplinary action.

Examples of cyberbullying include, but are not limited to:

- Harassing, threatening or hurtful text messages, emails, or comments on social media.
- Rumors sent by email or posted on social networking sites.
- Embarrassing pictures, videos, websites, or fake profiles.

STAFF AND VOLUNTEER USAGE

Personally owned devices: Shall include any and all staff-owned existing and/or emerging technologies and devices that can take photographs, play and record audio or video, input text, upload and download content and/or media and transmit or receive messages or images.

Appropriate use: Staff may not use any technology to harass, threaten, demean, humiliate, intimidate, embarrass, or annoy their peers or others in their community. Any inappropriate use of

a personally owned device, as determined by a supervisor, can lead to disciplinary action including but not limited to confiscation of the device, immediate suspension from the Club, termination of employment or volunteer assignment or other disciplinary actions determined to be appropriate to the existing disciplinary policies including, if applicable, referral to local law enforcement.

Loss and damage: Staff are responsible for keeping devices with them at all times. Supervisors and the RCYC at large are not responsible for the security and condition of the staff member's personal device.

Furthermore, the Club/PAL is not liable for the loss, damage, misuse, or theft of any personally owned device brought to the Club/PAL.

Any inappropriate or unauthorized use of a personally owned device, as determined by a supervisor, can lead to disciplinary action including but not limited to confiscation of the device, immediate suspension, termination of employment or volunteer assignment or other disciplinary actions determined to be appropriate to existing disciplinary policies, including, if applicable, referral to local law enforcement.

Inappropriate communication includes but is not limited to:

- Obscene, profane, lewd, vulgar, rude, inflammatory, threatening, or sexual content or disrespectful language or images typed, posted, or spoken by staff or members.
- Information that could cause conflict.
- Personal attacks, including prejudicial or discriminatory attacks.
- Harassment (persistently acting in a manner that distresses or annoys another person) or stalking others.
- Knowingly or recklessly posting false or defamatory information about a person or organization.
- Communication that promotes the destruction of property, including the acquisition or creation of weapons or other destructive devices.

If a staff member is told to stop sending communications, he/she must cease the activity immediately.

Staff may not use any technology to harass, threaten, demean, humiliate, intimidate, embarrass, or annoy others. This behavior is cyberbullying, which is defined as bullying that takes place using existing or emerging technologies and devices. Any cyberbullying that is determined to disrupt the safety and/or well-being of the Club, Club staff, Club members or community is subject to disciplinary action.

Examples of cyberbullying include but are not limited to:

- Harassing, threatening or hurtful text messages, emails, or comments on social media.
- Rumors sent by email or posted on social networking sites.

- Use of embarrassing pictures, videos, websites, or fake profiles.

Communication with Club members: Staff may never use personal devices to communicate directly with a single Club member. Proper protocol dictates that all communication between staff and members must include an additional staff member.

Monitoring and inspection: RCYC reserves the right to monitor, inspect, copy, and review a personally owned device that is brought to the RCYC. Staff may refuse to allow such inspections. If so, the staff member may be subject to disciplinary action up to and including termination.

Internet access: Personally owned devices used at the RCYC must access the internet via the content- filtered wireless network and are not permitted to directly connect to the internet through a phone network or other content service provider. RCYC reserves the right to monitor communication and internet traffic and to manage, open or close access to specific online websites, portals, networks, or other services. Staff must follow procedures to access the RCYC's internet service.

Loss and damage: Staff are responsible for keeping devices with them at all times. Supervisors and the RCYC Staff at large are not responsible for the security and condition of any staff member's personal device.

Furthermore, the RCYC is not liable for the loss, damage, misuse, or theft of any personally owned device brought to the RCYC.

Password and access: To prevent unauthorized access, devices must lock themselves and require authentication using the strongest features available on the device. A minimum standard would require a typed password of at least six characters or numbers, though some devices utilize fingerprint or other biometric technologies.

TRANSPORTATION POLICY

RCYC is committed to providing a safe environment and enforces the following transportation policy for members, staff, volunteers, and other adults. RCYC only transports youth in RCYC vehicles or other vehicles approved by RCYC leadership.

DRIVERS:

- Must allow for DMV background check and be cleared to transport youth per the barrier crime policy of the organization.
- Must keep an updated list of all youth who are transported to and from the RCYC and RCYC- related activities.
- Must confirm that no children are left on a vehicle after every trip (based on a seat-by-seat scan of each vehicle); log must be signed daily to ensure compliance.
- Must perform regular checks to ensure that all members are picked up and dropped off at the appropriate times and locations.
- Must submit written reports detailing issues or incidents involving transportation.

- Must only transport members in official RCYC vehicles.
- Must ensure that at least three individuals are present when transporting members. If one child remains to be dropped off, two adults (18 or over) must be present in vehicle.
- Must never transport members in personal vehicles.
- Must never use cell phones, PDAs or other communication devices while transporting members..

VEHICLES:

- Each agency vehicle should meet all local, state, and federal inspection and licensing requirements.
- Each vehicle should be inspected as outlined by DMV by staff before every trip for which youth are being transported; any problems with the vehicle must be addressed promptly.
- Regular maintenance should be performed on vehicles and documents/records reflecting that maintenance should be maintained.
- Each vehicle must provide a seat belt for every passenger and fully comply with state and federal seat belt regulations.
- Each vehicle must have a complete first-aid kit that satisfies state licensing requirements.
- Each vehicle must have a working and current fire extinguisher that satisfies state licensing requirements.
- Each vehicle must have reflective traffic warning signs (e.g., triangles or flares) that are stored securely during transport.
- The vehicle must be clean and well maintained and exterior physical damage must be repaired promptly.

SHARED-USE RESTROOMS:

- On a field trip or when using a public restroom, youth shall never enter the restroom alone unless it is a single-stall restroom that is empty.
- Youth shall follow the “rule of three” in using public restrooms, with at least two youth and an adult walking to the restrooms and three youth entering a multi-stall facility together. The adult will remain outside the restroom door to provide auditory surveillance.
- Whenever possible, staff/volunteers will monitor and clear public restrooms before use by members to ensure that the facility is free of adults – and clear of youth not involved in the RCYC program – before allowing youth to use the facilities. Alternatively, staff members will stand in the restroom doorway and/or hold the door at least partially open when supervising member use of public restrooms. Staff may position themselves inside the restroom near the sinks if positioning at the door is not feasible or is deemed ineffective.
- In a shared-use facility, RCYC will utilize the best practice of shutting the exterior door to the restroom and using an “Occupied” sign outside of the door to alert others that they must wait until members have exited the restroom before they can enter.

ACCIDENT OR EMERGENCY PROTOCOL:

- Driver should immediately notify RCYC leadership if there is a delay or issue (e.g., breakdown, accident, emergency) with transporting members

- Staff shall immediately inform RCYC leadership if a staff member, volunteer, or board member violates this policy. In such case, the organization will take appropriate disciplinary action, up to and including termination.

EMERGENCY OPERATIONS PLAN POLICY**EMERGENCY OPERATIONS PLAN (EOP)**

RCYC staff shall create and maintain an Emergency Operations Plan (EOP). At minimum, the plan shall encompass the following elements:

- Mitigation, preparedness, response, and recovery for the following types of emergencies:
 - o Fire
 - o Weather (tornado, flooding, hurricane, etc.)
 - o Lockdown (for interior or exterior threat)
 - o Bomb threat
 - o Suspicious package
 - o Training/drill schedule and reporting procedures for staff, volunteers, and members.
- Developed and shared with local first responders, such as fire department and law enforcement agencies.

EOP ANNUAL REVIEW

RCYC leadership will maintain a board-led safety committee that regularly focuses on safety and will have oversight and responsibility for the emergency operations plan. The board-led safety committee will be responsible for reviewing and updating the emergency operations plan annually.

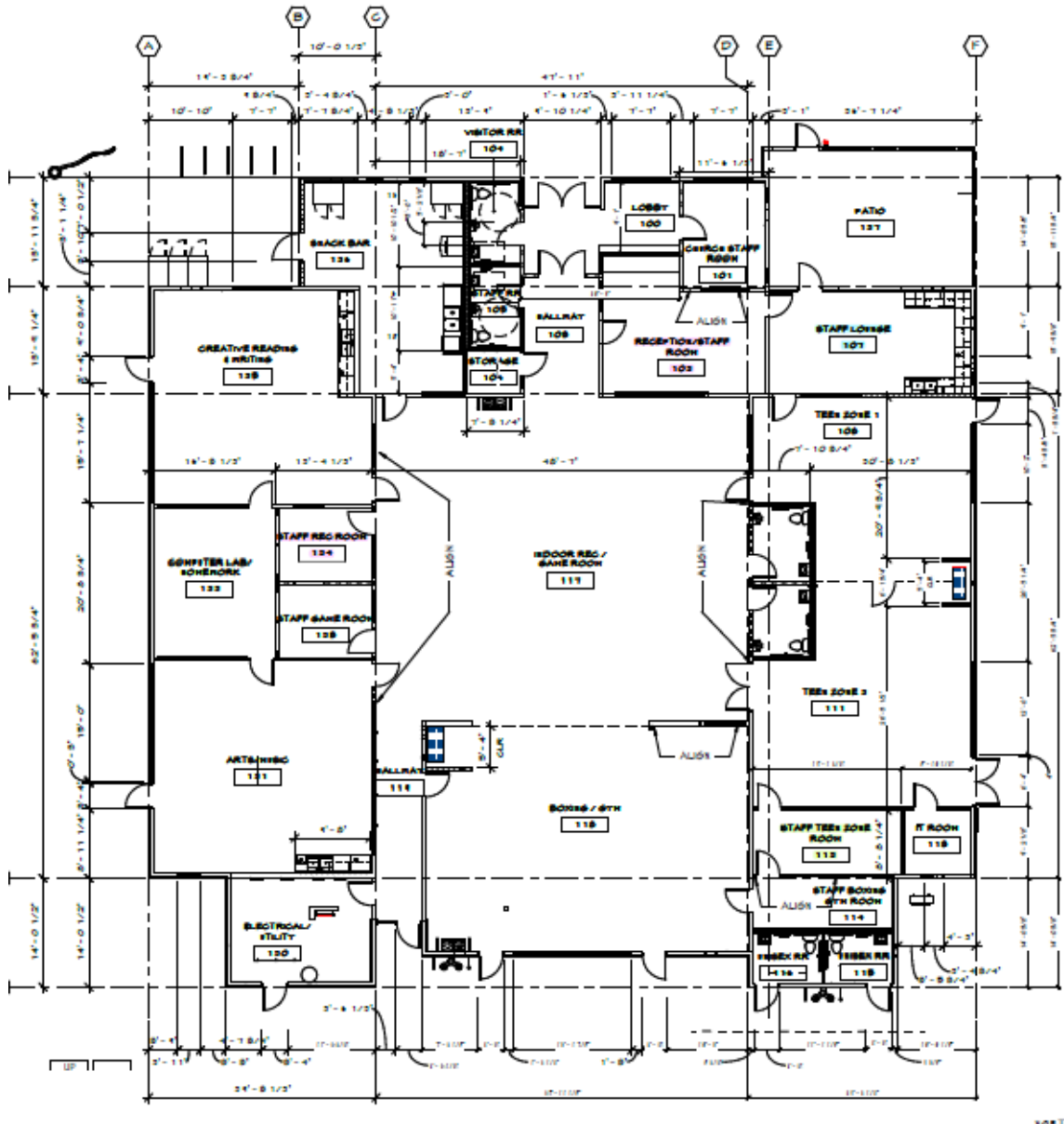
FIRST AID AND CPR TRAINING

RCYC always maintains a minimum of one CPR- or first-aid-trained and AED trained staff on site during all operating hours when members are being served.

Exhibit D
Permitted Areas of Facility Use

The Parties hereto desire to set forth more particularly the areas of the Rancho Cordova Youth Center ("Facility") that the Boys and Girls Club of Greater Sacramento and Rancho Cordova Police Activities League are permitted to use in either exclusive or shared capacity.

Description of Facility



It is mutually agreed by the Parties as follows:

1. Club shall have exclusive right to use the portion of the facility labeled on the above diagram as "Reception/Staff Room 102" and highlighted in Pink and" Staff Rec Room 124" and highlighted in Pink

ITEM 9.4.

ATTACHMENT 3

during the times Club is permitted to use the Facility as set forth in Sections 4 and 5 of this Agreement and for the purposes as otherwise described by this Agreement. This portion of the Facility shall be used as a Reception and Administrative Office for the Club.

2. PAL shall have exclusive right to use the portion of the Facility labeled on the above diagram as “Staff Teen Zone Room 112” and highlighted in Green during the times and for the purposes as otherwise described by this Agreement. This portion of the Facility shall be used as office space for PAL.

3. Club and PAL shall have equal access and right to use the portion of the Facility labeled on the above diagram as “Staff Lounge 107” and highlighted in Blue. Club and PAL agree that use of Staff Lounge 107 shall be limited to the times PAL is permitted to use the Facility as set forth in Sections 4 and 5 of this Agreement and for the purposes as otherwise described by this Agreement. Club and PAL agree to coordinate the use of Staff Lounge 107 in good faith and work conjunctively for the most efficient use of the space for the Programs.

4. Club and PAL shall have access to all other portions of the Facility, not so designated above during the times Club and PAL are permitted to use the Facility as set forth in sections 4 and 5 of this Agreement

5. City shall have exclusive right to use the entirety of the Facility for all Permitted Activities, including contracting with third parties, outside the permitted times of operation of the Club and PAL defined in sections 4 and 5 of this Agreement

405-5/6072648.1

405-5/6187273.1

5192446.1

JOINT USE AGREEMENT FOR COMMUNITY FACILITIES
BETWEEN RANCHO CORDOVA POLICE ACTIVITIES LEAGUE
AND THE CITY OF RANCHO CORDOVA
(Rancho Cordova Youth Center)

THIS JOINT USE AGREEMENT for Community Facilities, hereinafter referred to as the “Agreement,” is made and entered into this 1st day of September 2022, by and between the Rancho Cordova Police Activities League, a California 501(c)(3) nonprofit corporation, hereinafter referred to as “PAL” and the City of Rancho Cordova, a California municipal corporation, hereinafter referred to as “City.” PAL and the City may be referred to herein individually as a “Party” and collectively as the “Parties.” “RCYC Staff” shall include both Club and Rancho Cordova Police Activities personnel.

RECITALS

WHEREAS, the City and PAL have a common interest in providing safe and supervised after school activities for Rancho Cordova youth and teens consisting of academic, social, and recreational programs; and

WHEREAS, the City leases real property from Center of Praise Ministries, Inc., known as Rancho Cordova Youth Center, located at 10455 Investment Circle, Rancho Cordova, CA.

WHEREAS, the City’s lease of the Rancho Cordova Youth Center permits the City to use the Rancho Cordova Youth Center for activities that serve the youth of Rancho Cordova and promote juvenile health, wellness and life skills (“Permitted Activities”); and

WHEREAS, the Rancho Cordova Youth Center could be jointly used by the Parties to further the school and community instructional/recreational facilities and programs of the Parties and such use would be in accordance with the Permitted Activities by serving elementary and teenage students with a focus on equity and inclusion, mentorship, academic support and sports activities; and

WHEREAS, entering into joint use agreements for operating the Rancho Cordova Youth Center will benefit the residents of the City, by providing greater opportunities for academic, social, and recreational programs; and

WHEREAS, City has allocated City funds to Sacramento County Sheriff’s Department for the purpose of operating the Youth Services Division of the Rancho Cordova Police Department’s Police Activities League; and

WHEREAS, the Youth Services Division wishes to expand its existing Police Activities League programming to the Rancho Cordova Youth Center to serve Rancho Cordova youth and teens, which will benefit the City of Rancho Cordova and its residents by providing safe and supervised after school activities consisting of academic, social, and recreational programs; and

WHEREAS, City has allocated City funds to The Boys & Girls Club of Greater Sacramento

(“Club”) for the purpose of operating a Boys & Girls Club at the Rancho Cordova Youth Center to serve Rancho Cordova youth and teens, which will benefit the City of Rancho Cordova and its residents by providing safe and supervised after school activities consisting of academic, social, and recreational programs; and

WHEREAS, the City and PAL, and Club have found that it will be in the public interest, economically and practically, to cooperate with regard to implementing their respective programs and providing more adequate facilities at the Rancho Cordova Youth Center, and therefore desire to enter into this Agreement; 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.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained, the Parties hereto agree as follows:

1. **Term.** The term (“Term”) of this Agreement is set forth in Exhibit A.

2. **Facility.**

a) Pursuant to the terms and conditions of this Agreement, the City conveys to PAL the right to use the Rancho Cordova Youth Center, 10455 Investment Circle, Rancho Cordova, CA (“Facility”), as depicted in Exhibit D attached hereto and incorporated herein.

3. **Use.** Subject to the limitations herein, PAL may use the certain portions of the Facility for its programs (“Programs”), meaning the activities and programs under the supervision of PAL that include academic support, PAL enrichment programs, and programs in partnership with the Boys & Girls Club of Greater Sacramento (“Club”). Club intends to establish a Boys & Girls Club Charter at the Facility and Club will operate an after-school and summer program for youth ages 6-18. PAL agrees to cooperate and coordinate with Club and City in the operation of the Club’s Program. PAL shall expand its existing Programming activities to the Rancho Cordova Youth Center, which shall consist of, but not limited to Get Fit with PAL, PAL Boxing, PAL Martial Arts, Friday Night Out, Youth Leadership Council and Public Safety Academy all in coordination with Club and City. PAL shall also be permitted to use a certain portion of the Facility as designated office space for PAL officers and operations subject to the time limitations set forth in Sections 4 and 5 of this Agreement. PAL’s use of the Facility shall not interfere with the regular conduct of City’s usual activities or business. The cost of maintaining and conducting the PAL’s Programs shall be borne solely by PAL. The portions of the Facility that PAL is permitted to use are more fully described in Exhibit D of this Agreement.

4. **School-Year Use Schedule.** During the period from the first day of the school year (typically late August) to the last day of the school year (typically late May) each year, PAL shall be permitted to use the Facility between the hours of 2:00 PM – 7:00 PM each Monday through Friday. If necessary for PAL’s Programming, PAL shall be permitted to use the Facility between the hours of 12:00 PM – 2:00 PM and 7:00 PM – 8:00 PM exclusively for the purposes of set up

or clean up associated with that day's Programming. PAL shall be permitted to utilize the Facility according to the Summer Use Schedule, described below in Section 5, during school holidays and school breaks that occur within the school year if programming is occurring.

a) By October 1 of each year, PAL shall submit to City a proposed schedule of PAL's use of the Facility for the following year (e.g., PAL would submit a proposed schedule for the 2023-2024 year by October 1, 2022.). City and PAL shall then meet to discuss the proposed schedule and shall create a finalized schedule by March 31 of the following year (e.g., if the proposed schedule was submitted October 1, 2022, the schedule would be finalized by March 31, 2023.). City and PAL representatives will meet twice per school year to discuss any joint facility issues and confirm upcoming schedules. PAL programming is subject to change in accordance with negotiation and coordination with the Club.

The Parties acknowledge and agree that City will not grant use of the Facility to PAL at times when the Facility is needed for City-sponsored or City-related activities. If PAL wishes to use the Facility at times outside those explicitly authorized by this Agreement, PAL may request use of the Facility through the normal reservation process established for the Rancho Cordova Youth Center. The City has no obligation to grant such a request. Unauthorized use of the Facility is a material breach of this Agreement.

5. Summer Use Schedule. During the period from the day after the last day of the school year (typically late May) to the day before the first day of the school year (typically mid-August), the Parties shall schedule the PAL's use of the Facility between the hours of 8:00 A.M. – 5:30 P.M. (The exact hours of operations will be agreed upon with the City, Club and PAL). If necessary for PAL Programming, PAL shall be permitted to use the Facility between the hours of 6:30 AM – 8:30 AM and 5:30 PM – 6:30 PM exclusively for the purposes of set up or clean up associated with that day's Programming. City shall manage all summer Programming in partnership with PAL and Club. PAL agrees to cooperate and coordinate with City for the use of the artificial turf field and basketball court during the summer schedule. PAL shall use the field/courts for programs including but not limited to Junior Giants, basketball, soccer, and flag football.

a) By October 1 of each year, PAL shall submit to City a proposed schedule of PAL's use of the Facility for the following year (e.g., PAL would submit a proposed schedule for the 2023-2024 year by October 1, 2022.). City and PAL shall then meet to discuss the proposed schedule and shall create a finalized schedule by March 31 of the following year (e.g., if the proposed schedule was submitted October 1, 2022, the schedule would be finalized by March 31, 2023.). City, PAL and Club representatives will meet twice per school year to discuss any joint facility issues and confirm upcoming schedules. PAL programming is subject to change in accordance with negotiation and coordination with the Club.

6. PAL Office Space. PAL shall have the right to use a certain portion of the Facility designated as Staff Teen Zone Room 112 as shown in Figure 1 in Exhibit D of this Agreement. Due to PAL and Rancho Cordova Police Department's Youth Services Division functions and programming, PAL's use of Staff Teen Zone Room 112 may occur outside of normal business hours (defined as 7:00 A.M. – 6:00 P.M.) PAL's use of Staff Teen Zone Room 112 outside of

normal business hours shall not disturb any other uses occurring at the Facility. PAL's use of Staff Teen Zone Room 112 shall be in addition to its Programming, and shall be for the purposes of maintaining an office for Rancho Cordova Police Department Youth Services Division functions and operations outside the scope of providing programming at the Facility.

7. Operation Requirements.

PAL shall comply with the Operational Requirements and Policies contained in Exhibit C, "Operational Requirements and Policies," of this Agreement. Failure to comply with any provision of Exhibit C shall be deemed a material breach of this Agreement.

8. Supervision. PAL shall be solely responsible for supervising the activities that occur at the Facility as part of the PAL's Programs. Notwithstanding the foregoing, City reserves the right to have employee(s) at the Facility during PAL's use to monitor the use and ensure it complies with the terms of this Agreement. In the event that the Rancho Cordova Police Department determines that its presence is required at the Facility for PAL's use or event, PAL shall be solely responsible for complying with such request; provided, however, that City agrees to cooperate if necessary.

9. Parking. The Parties shall work together to ensure appropriate public access to the parking lot(s) at the Facility; provided, however, that City expressly reserves the right to restrict public access to the Facility's parking lot(s) as may be reasonably required for City's own programs, special events, and general operational and maintenance needs.

10. Maintenance and Use. PAL shall keep and maintain the Facility in good and safe condition and repair. With the exception of emergencies, the City will give advance notice of any significant facility maintenance issues that could require the cancelling or modifications of PAL's scheduled programs or use of designated office space.

11. Damage to Facility. PAL shall be responsible for any and all damages to the Facility and surrounding property which may be incurred as a proximate cause of any activity conducted by PAL, except for property damage for which the City has coverage under any of its fire and extended coverage insurance policies. If damage to the Facility occurs during a period of joint use of the Facility and the Parties cannot immediately agree which Party's activity was the proximate cause of such damage, the Parties shall comply with the Conflict Resolution procedures set forth herein. PAL shall not be responsible for damage caused by the normal wear and tear of the Facility. PAL shall inform City of any dangerous conditions at the Facility, and City shall notify PAL of any damage to the Facility caused by PAL as soon as reasonably possible and shall provide the PAL an itemized bill of the cost(s) for the replacement and/or repair of such damaged property.

12. Funding and Use of Funds. City allocates funding to PAL through budget requests submitted through the normal City fiscal year budget process under the City's Service Plan Agreement with the County of Sacramento, for law enforcement services (Contract 91-2010) as amended. PAL may use its allocated funding in each fiscal year for the purposes of performing the Programming pursuant to this Agreement. In the sole discretion of the City, the City shall purchase equipment and supplies needed for the performance of Programming and services

pursuant to this Agreement. City shall retain title to all equipment and supplies purchased pursuant to this Agreement. 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. PAL shall reimburse City for such funds and may be required to reimburse City for all funds allocated.

13. Documents, Reports, and Records.

a) Record Retention. PAL 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.

b) Inspection of Records. All records required to be retained pursuant to Section 13 (a) shall be subject to inspection or audit by City at any reasonable time during the normal and usual business hours of PAL. Any inspection or audit shall be made by City's Finance Director, or a designee of the Finance Director.

c) Required Reports. PAL shall file an Outcomes Report (each a "Report" and collectively the "Reports") with the City on dates corresponding to the end of each quarter of each calendar year of the term of this Agreement. Quarterly Reports are due 30 days post quarter ending: Quarter 1: January 1 – March 31, Quarter 2: April 1 – June 30, Quarter 3: July 1 – September 30 and Quarter 4: October 1 – December 31. The Reports shall describe the services and/or programs provided, number of youth served, and include photographs.

14. Non-Discrimination. PAL 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 PAL pursuant to this Agreement, PAL shall not discriminate against any employee, recipient of PAL'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.

15. Indemnification.

a) PAL 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 PAL 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 PAL 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 PAL 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 PAL 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 PAL 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, PAL acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance.

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

17. Attribution. PAL 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: "Rancho Cordova Youth Center – Powered by the City of Rancho Cordova Community Enhancement & Investment Fund, Boys & Girls Club and Rancho Cordova PAL."

18. PAL Not an Agent. Except as City may specify in writing, PAL shall have no authority express or implied, to act on behalf of City in any capacity whatsoever as an agent. PAL shall have no authority, express or implied, pursuant to this agreement to bind City to any obligation whatsoever. All employees and agents hired or retained by PAL are employees and agents of PAL and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against PAL 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, PAL 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 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. PAL shall not allow any employee, agent or subcontractor to become eligible for a claim for PERS benefits.

19. 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.

20. 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

ITEM 9.4.

ATTACHMENT 4

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, California 95670
Attn: City Manager

To PAL: Rancho Cordova Police Activities League
2897 Kilgore Road
Rancho Cordova, California 95670
Attn. Rich Merideth

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.

21. Termination. This Agreement may be terminated by either Party, with or without cause, upon sixty (60) days written notice.

22. Personnel. PAL shall be solely responsible for the hiring and termination of its own personnel necessary to conduct its Programs held at the Facility pursuant to this Agreement. Except as otherwise provided herein, the Parties agree that personnel hired by City shall be employees of City only and shall not be construed to be employees of the PAL for any purpose whatsoever. Personnel provided by PAL shall be employees of Rancho Cordova Police Department only and shall not be construed to be employees of Club or City for any purpose whatsoever.

23. Amendments. This Agreement may only be modified or changed by written amendment thereto executed by both the City and PAL.

24. Binding. This Agreement shall be binding upon the City and PAL and upon their respective successors, executors, administrators, and assigns. Neither the City nor the PAL may assign or transfer their respective rights or interests under this Agreement without the written consent of the other.

25. 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.

26. Compliance with Law. The Parties hereto shall comply with all applicable Federal, State and local laws, rules, and regulations. The Parties shall also comply with any applicable Federal, State, or local guidelines related to COVID-19, as reasonably applicable. This provision is expressly intended to require PAL to comply with the City's policies and procedures related to COVID-19 as applicable to use of the Facility.

27. **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.

28. **IRS Form W-9.** PAL 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.

29. **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.

[Signatures on next page.]

ITEM 9.4.

ATTACHMENT 4

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

CITY:

PAL:

Cyrus Abhar
City Manager

Rich Meredith
President

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC
City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren
City Attorney

EXHIBIT A
SCOPE OF SERVICES

Address: 2897 Kilgore Road, Rancho Cordova, CA 95670
 Telephone: (916)-875-9627
 Email: remerideth@sacsheriff.com
 Contact Person/Title: Rich Merideth/ President
 Funding Allocation: September 1, 2022 – June 30, 2023: \$49,675
 July 1, 2023 – June 30, 2024: \$52,525 (Estimate)
 July 1, 2024 – June 30, 2025: \$55,000 (Estimate)
 July 1, 2025 – June 30, 2026: \$58,000 (Estimate)
 July 1, 2026 – June 30, 2027: \$61,000 (Estimate).
 Term: September 1, 2022 – June 30, 2027

1. Services to be Provided: RCYC Staff shall operate an after school and summer program at the Rancho Cordova Youth Center (“RCYC”) in Rancho Cordova, located at 10455 Investment Circle, Rancho Cordova, CA. The program is expected to serve 125 unduplicated youth, ages 6-18 (Senior in High School) annually as RCYC members with an additional 3,500 youth receiving PAL services. The operating hours of the RCYC is reflected in Section 4 and 5 of the agreement and will offer social, academic and recreational activities. In addition:

a. Rancho Cordova Police Activities League (“PAL”) will expand its existing programming to include services at the Rancho Cordova Youth Center located at 10445 Investment Circle in conjunction with the Boys & Girls Club of Greater Sacramento (“Club”).

b. PAL will facilitate after-school and summer programs for youth ages 6-17 years old-include academic support, PAL enrichment programs, and programs in partnership with Club.

c. PAL shall comply with Club’s operational requirements specific to the delivery of services at RCYC as set forth in Exhibit C.

d. PAL shall sign and abide by Club’s specific policies and procedures around child safety as set forth in Exhibit C.

2. Units of Service to be Provided: See above.

3. Use of Funds: PAL may use the funds for the purposes and the manner set forth below:

September 1, 2022 – June 30, 2023	
Get Fit with PAL Supplies:	\$5,000
PAL Boxing Equipment Supplies	\$4,310

ITEM 9.4.**ATTACHMENT 4**

PAL Martial Arts Equipment Supplies	\$5,000
Friday Night Out Supplies	\$3,515
Youth Leadership Council Equipment Supplies	\$2,100
Public Safety Academy Equipment Supplies	\$2,000
Community Engagement Events	\$5,000
Outside Vendors (Special Classes)	\$22,750
Office Supplies/ Marketing/ Youth Incentives	\$5,000
Total:	\$49,675

Budgets for additional years will be updated as needed.

a. In the event that the costs to provide the services set forth herein exceed the amount of funds granted to PAL, PAL shall be responsible for the payment of all costs in excess of the funds granted.

b. **Prevailing Wages.** To the extent required by law, PAL and all of the PAL's subcontractors shall comply with California Health and Safety Code Section 33422.1, and shall comply with California Labor Code Section 1770 et seq. and all regulations adopted pursuant thereto (referred to herein as, "Prevailing Wage Laws"), and be responsible for carrying out the requirements of such provisions. The PAL shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless the City and its elective and appointive boards, commissions, officers, agents, attorneys, consultants and employees, and all of their respective successors and assigns, from and against any and all claims, demands, suits and actions at law or in equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel reasonably acceptable to the City), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to California Labor Code Section 1770 et seq. and the Prevailing Wage Laws, or any act or omission of the City or the PAL related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such claims, demands, suits, actions, losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, costs, damages, or administrative, enforcement or judicial proceedings. It is further agreed that the City does not, and shall not, waive any rights against the PAL which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or the deposit with the City by the PAL, of any of the insurance policies described in this Agreement.

4. Eligibility Criteria for Qualification of Recipients for Services. Program participants shall be Rancho Cordova youth residents. PAL shall keep documentation confirming eligibility requirements were met by recipients.
5. Allocation and Payment of Funds. City shall distribute funds to PAL as part of the normal fiscal year budget request and allocation process.

EXHIBIT B

Insurance Requirements

Before beginning any work under this Agreement, PAL, 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 PAL and its agents, representatives, employees, volunteers, and subcontractors.

PAL 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. PAL 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.** PAL 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 PAL. 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, PAL 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 PAL, 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.

PAL shall notify City within fourteen (14) days of notification from PAL'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 PAL does not have any employees.

2. **General/Commercial Liability Insurance**

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

2.3 Sexual Molestation and Abuse Coverage. Club shall maintain sexual molestation and abuse coverage in an amount no less than five hundred thousand dollars (\$500,000.00).

3. **Automotive Liability Insurance.**

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

3.2 Minimum scope of coverage. 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.

3.3 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 PAL, including the insured's general supervision of PAL; products and completed operations of PAL; premises owned, occupied, or used by Club; and automobiles owned, leased, or used by the PAL. 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 PAL to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4. All Policies Requirements.

4.1 Verification of Coverage. Prior to beginning any performance under this Agreement, PAL 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. PAL 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. PAL shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services 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, PAL 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 PAL 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 Waiver of Subrogation. PAL hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. PAL 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 services performed by the PAL, its employees, agents, and subcontractors.

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

EXHIBIT C

Operational Requirements and Policies

SECTION: SECURITY

- Rancho Cordova Youth Center (“RCYC”) staff will exercise control over the Facility’s entries and exits during established hours of operation.
- Front Desk will be staffed by a designated Member Management Coordinator (MMC) employed by the Club and trained to enforce rules and respond in an emergency.
- MMC is responsible for recording all individuals when entering and exiting the facility and program participation.
- Club shall comply with all established RCYC safety procedures including:
 1. Procedures for child pick up to ensure children are picked up by an authorized adult.
 2. Emergency response procedures which shall be coordinated with local law enforcement.
 3. Regular practice of emergency drills with members and staff.
 4. Ensuring that all staff and volunteers are clearly identifiable at all times (e.g. clothing, badges).

SECTION: INJURIES

- RCYC Branch Manager (“Branch Manager”) will conduct established daily check list/regular inspections to help identify safety hazards.
- RCYC sports staff are trained to prevent sports injuries.
- RCYC staff shall complete incident and accident reports as necessary and review such reports with Branch Manager.
- All Club staff shall be trained in first aid, Automated External Defibrillator (AED) and CPR.
- the Facility will be annually inspected by the local Fire Marshall, Fire Department, insurance carrier, or other qualified inspector in accordance with the Rancho Cordova Municipal Code.
- The Facility will be annually inspected by the local Health and/or Sanitation Department according to local codes.
- RCYC Fire extinguishers are inspected by a local Fire Marshall, Fire Department, or other qualified inspector annually.
- RCYC will have at least one AED (Automated External Defibrillator) on site.

SECTION: TRANSPORTATION

- RCYC staff are prohibited from transporting members in personal vehicles.

SECTION: TECHNOLOGY

- RCYC staff and volunteers read and sign a technology policy annually.
- RCYC members and parents required to read and a technology policy annually.
- RCYC staff are required to supervise members using technology in the computer lab.
- RCYC will have a cell phone/electronic device use policy.
- All RCYC members will complete an Internet safety program before using YC computers.
- RCYC will have firewalls and virus/malware protection software on all computers.
- RCYC will have an Internet filter system.

SECTION: GENERAL SUPERVISION

- RCYC has established staff-to-youth ratios for each program area/activity.
- All rooms and program areas visible to RCYC staff.
- RCYC has written policies to supervise difficult areas (e.g. restrooms, locker rooms, remote rooms, outdoor space).
- RCYC has written policies in place to prohibit adults and mixed age groups (children, teens) from using restrooms at the same time.
- RCYC staff are trained to maintain control of their area of responsibility.

SECTION: A CULTURE OF SAFETY

- RCYC staff and volunteers required to read and sign a code of conduct annually.
- RCYC staff and volunteers trained annually to recognize and report signs of child abuse, including emotional, sexual, and physical abuse, neglect, and child endangerment.
- RCYC staff are trained to recognize and report signs of bullying.
- RCYC has established protocol for people to easily voice complaints or concerns.
- RCYC members and their parent/guardian will be required to participate in an orientation prior to the first day of program attendance.
- RCYC will have prominently displayed the BGCA-approved collateral that shares the ethics hotline, crisis text-line and safety helpline information with members, staff, volunteers and families.
- Safety policies are available to parents and guardians during orientation.

SECTION: EMERGENCY OPERATIONS

- RCYC will have a crisis communication plan that defines the roles and responsibilities in the event of a crisis that may involve the media.
- RCYC staff are required to immediately report any known allegation of abuse or any potential criminal matter to law enforcement or the appropriate authorities. Club Branch Manager is required to report critical incidents to Club CEO within 24 hours.

- RCYC team will implement solutions on an ongoing basis to ensure the safety of all members, staff, volunteers and visitors.

SECTION: POLICIES

RCYC has established the following policies (see attached documents)

- Child Abuse Prevention
- Prohibition of Private One-on-One Interaction
- Supervision & Facilities (includes guidance on restroom usage)
- Screening and Onboarding
- Drug and Alcohol Free Workplace
- Incident Management
- Technology
- Transportation
- Emergency Operation Plan

SECTION: BACKGROUND CHECKS

- The Boys & Girls Club will conduct background checks every 12 months, on all employees, volunteers, and others who serve on a standing committee and/or have direct, repetitive contact with RCYC members.
- Background checks include a national criminal record search, national sexual offender registry search, and Social Security Number identity verification.
- All Boys & Girls Club staff are required to be drug tested.
- All Boys & Girls Club staff are required to be TB tested and COVID-19 vaccinated.
- All PAL Officers and Employees (employed by Sacramento County Sheriff) background checks and trainings will be confirmed by the agency each year (Letter on File with City and Boys and Girls Club).

SECTION: MANDATORY REPORTING

- Club staff and volunteers are trained annually on their role as mandated reporters of suspected child abuse and neglect.

SECTION: CHILD ABUSE PREVENTION POLICY

The priority of the Rancho Cordova Youth Center (RCYC) is the physical and emotional safety of its members, staff, and volunteers. RCYC maintains a zero-tolerance policy for child abuse.

RCYC implements policies and procedures for members, employees, volunteers, visitors or any victims of sexual abuse or misconduct to report any suspicion or allegation of abuse.

DEFINITIONS:

One-on-one Contact Prohibition: RCYC prohibits isolated one-on-one interaction between RCYC participants and staff or volunteers, including board members. “One-on-one Contact Prohibition” includes prohibiting one-on-one contact at any time at the RCYC, in vehicles or by phone, text, social media or any other means.

Exceptions may only be made when delivering approved medical or counseling services by a licensed, trained therapist or similar professional according to professional guidelines. All staff and volunteers, including minor staff (under age 18), are strictly prohibited from meeting RCYC participants outside of any RCYC-sponsored activities. The only exception to this rule is if the RCYC participant is a child or sibling of a staff member or volunteer.

“Child abuse” is when an adult or another child, whether through action or by failing to act, causes serious emotional or physical harm to a child.

“Sexual abuse or misconduct” may include but is not limited to:

- Any sexual activity, involvement or attempt of sexual contact with a person who is a minor (under 18 years old).
- Sexual activity with another who is legally incompetent.
- Physical assault or sexual violence, such as rape, statutory rape, abuse, molestation, or any attempt to commit such acts.
- Unwanted and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, brushing, massaging someone’s neck or shoulders and/or pulling against another’s body or clothes.
- Inappropriate activities, advances, comments, bullying, gestures, electronic communications, or messages (e.g., by email, text, or social media).

"Grooming" is when someone builds an emotional connection with a child to gain their trust for the purposes of sexual abuse, sexual exploitation, or trafficking. Grooming behaviors may include but are not limited to:

- Targeting specific youth for special attention, activities, or gifts.
- Isolating youth from family members and friends physically or emotionally. This can include one-on- one interactions such as sleepovers, camping trips and day activities.
- Gradually crossing physical boundaries, full-frontal hugs that last too long, lap sitting or other “accidental” touches.

REQUIRED TRAINING

RCYC conducts and reports through a BGCA-approved process the following training for all staff members and volunteers with direct repetitive contact with young people (at the intervals noted for each).

Before providing services to young people, and annually thereafter:

- BGCA-approved child abuse prevention
- BGCA-approved mandated reporting
- BGCA-approved grooming prevention

Annually:

- All the policies, including all safety policies, for RCYC.

PHYSICAL INTERACTIONS

Every staff member and volunteer of RCYC is required to maintain appropriate physical contact with minors. Appropriate and inappropriate interactions include but are not limited to the following:

Appropriate

Side hugs
Handshakes
High-fives and hand slapping

Inappropriate

Full-frontal hugs or kisses
Showing affection in isolated area
Lap sitting
Wrestling or piggyback/shoulder rides
Tickling
Allowing youth to cling to an adult's leg

VERBAL INTERACTIONS

Every staff member and volunteer of RCYC is required to maintain appropriate verbal interactions with minors. Appropriate and inappropriate interactions include but are not limited to the following:

Appropriate

Positive reinforcement
Child-appropriate jokes (no adult content)
Encouragement
Praise

Inappropriate

Name calling
Inappropriate jokes (adult-only content)
Profanity or derogatory remarks
Secrets
Harsh language that may frighten, threaten, or humiliate youth

ABUSE AND SAFETY RESOURCES

RCYC prominently displays Club-approved collateral that shares ethics hotline, crisis text line and safety helpline information with members, staff, volunteers, and families. We also share all safety policies with parents and guardians upon receiving a youth membership application.

PROHIBITION OF PRIVATE ONE-ON-ONE INTERACTION POLICY:

RCYC is committed to providing a safe environment for members, staff, and volunteers. To further ensure their safety, the organization prohibits all one-on-one interactions between Club members and staff and volunteers (including Boys & Girls Club board members). All staff and volunteers must abide by the following:

- Ensure all meetings and communications between members and staff or volunteers are never private.
- Ensure in-person meetings take place in areas where other staff and/or members are present.
- Communicate to another staff member whenever an emergency arises that necessitates an exception to this policy.
- Never initiate private or isolated one-on-one contact with a member.
- Never have a private or isolated meeting or communication with a member. This includes in-person meetings and virtual communications such as texting, video chat and social media between only a staff member or volunteer and a single member.
- Never transport one RCYC participant member at a time. This includes transportation in Club/PAL or leased vehicles.

Exceptions may only be made when delivering medical or counseling services by a licensed, trained therapist or similar professional. All exceptions shall be documented and provided to Club leadership in advance.

If an emergency arises that necessitates an exception to this policy, the emergency exception shall be communicated to Club leadership as soon as practicable, and ideally before engaging in one-on-one interaction.

Impact on mentoring programs

Mentorship is a key component of RCYC programming and has tremendous positive impact on members. Prohibition of one-on-one interaction does not have to negatively affect mentor programs and/or relationship building. Mentors can adjust their practices to include:

- Holding mentor and coaching sessions in areas where other staff and/or members are present or can see you – for example, in large rooms where meetings are visible but not heard.
- Copying parents, staff, or other members (when appropriate) on written and/or electronic communications.
- Scheduling meetings during RCYC hours and at the RCYC site.
- Documenting interactions between mentors and youth.

SUPERVISION AND FACILITIES POLICY:**SUPERVISION**

RCYC is committed to providing a safe environment. All activities and program spaces shall always be under continuous supervision by sight or sound (for restroom supervision) by an appropriate adult staff (18 or over). To ensure appropriate supervision, staff, and volunteers:

- Must abide by the prohibition of private one-on-one interaction policy.
- Must abide by all the organization's disciplinary policies and procedures.
- Must ensure that at least one adult staff (18 and over) is present when supervising members.
- Must always maintain proper supervision ratios.
Must be trained on appropriate supervision tactics and behavior patterns.

RESTROOM USAGE

RCYC is committed to providing a safe, clean environment and enforces the following restroom policy for members, staff, volunteers, and other adults:

- There will be either a designated adult restroom or procedures to ensure adults and minors never utilize a restroom at the same time.
- RCYC will either have single-user restrooms or multi-user restrooms with single stalls that can be secured from the inside.
- When using restrooms at public facilities during field trips, a minimum of three youth will be escorted by one staff member, who will wait outside the main entrance of the restroom.

RESTROOM MONITORING

Restrooms shall be regularly monitored by designated staff according to a schedule set by RCYC leadership. Monitoring includes walk-throughs, inspections and/or any (but not necessarily all) of the best practices outlined below:

- Implementing procedures to limit the number of children using restrooms at the same time.
- Prohibiting younger children and teens from sharing a restroom.
- Positioning staff near restroom entries to maintain auditory supervision of space.
- Designing or renovating multi-user restrooms to eliminate outer doors, while maintaining privacy with individual stalls.

Staff observing unacceptable restroom conditions or incidents shall:

- Immediately notify RCYC leadership of the incident.
- Document, in writing, restroom conduct incidents and report them to Club leadership as soon as possible in compliance with the RCYC's Incident Reporting Policy.

ENTRANCE AND EXIT CONTROL

All facility entries and exits shall be controlled and monitored by paid adult staff (18 or over) during all hours of operation, along with a system to monitor and track everyone who is in the facility.

All exit doors shall have an audible alarm to discourage unauthorized use to exit or enter the facility.

Only designated adult staff (18 or over) shall be authorized to possess keys and/or badges to open any facility. If an employee is supervising a scheduled activity, they shall be responsible for the security of their program space.

FACILITY CONDITION

All program spaces shall have clear lines of visibility and be monitored by adult staff when in use. Areas that are not in use shall remain locked and only accessible by adult staff.

All interior and exterior spaces, hallways, stairs, and stairways shall be monitored, maintained, well-lit, clean, and free of hazards and obstructions. All storage closets and other unused spaces are to be locked during operational hours.

Damages to facilities shall be repaired in a reasonable manner. Damages that pose imminent risk to the health and safety of members, staff or volunteers shall be repaired immediately. If immediate repair to damage that poses imminent risk is not possible, RCYC leadership shall determine whether temporary or permanent closure of the facility may be required. Any damage to a facility that results in an incident deemed critical to the organization shall be reported to the appropriate authorities as a critical incident.

FOOD AND DRINK

Any distribution, preparation, or consumption of food and/or drink at any facility shall comply with all applicable food services sanitation and public health codes. If food is prepared and served on site, required city or county health department inspection certificates shall be posted. Any dangerous kitchen utensils, including knives, shall be properly and securely stored.

DRUG AND ALCOHOL-FREE WORKPLACE POLICYDRUG AND ALCOHOL POLICY

RCYC is committed to providing a safe environment for members, staff, and volunteers. To further ensure their safety, the organization maintains a drug- and alcohol-free workplace. The unlawful or improper use of drugs – including marijuana, controlled substances, or alcohol in the workplace – presents a danger to everyone. The organization also has a duty to comply with the requirements of the Drug- Free Workplace Act of 1988.

- Employees are prohibited from reporting to work or working while under the influence of alcohol and/or illegal or unauthorized drugs.
- Employees are prohibited from reporting to work or working when the employee is using any legal drugs; exceptions can be made in accordance with state law when the use is pursuant to a doctor's orders and the doctor has advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties. Employees taking any legal drugs that potentially affect job safety or performance are responsible for notifying their supervisor and/or Club Human Resources so that a determination of job performance or a reasonable accommodation can be made. An employee may not be permitted to perform his or her job duties unless such a determination or reasonable accommodation has been made.
- Employees are prohibited from engaging in the unlawful or unauthorized manufacturing, distribution, dispensing, sale or possession of illegal drugs and alcohol in the workplace, including on organization paid time, on organization premises, in organization vehicles or while engaged in organization activities.
- Employees must notify their supervisor and/or RCYC leadership immediately of any criminal drug or alcohol violation.
- Employment with the organization is conditional upon full compliance with the foregoing drug- and alcohol- free workplace policy. Any violation of this policy might result in disciplinary action, up to and including discharge.

RCYC further reserves the right to take any and all appropriate and lawful actions necessary to enforce this drug- and alcohol-free workplace policy, including but not limited to the inspection of organization-issued lockers, desks, or other suspected areas of concealment, as well as an employee's personal property when the organization has reasonable suspicion to believe that the employee has violated this policy.

SMOKING POLICY

RCYC will comply with all applicable federal, state, and local regulations regarding non-smoking in the workplace in order to provide a work environment that promotes productivity and the well-being of its employees. Smoking in the workplace can adversely affect members, employees, and volunteers. Accordingly, smoking is restricted at all its facilities.

Smoking is defined to include the use of any tobacco-containing products, including cigarettes, cigars, and pipes, as well as the use of electronic cigarettes (e-cigarettes) and vaporizers.

Smoking is prohibited at RCYC except for external areas where it is specifically authorized. The smoking policy applies to employees, volunteers, and members while on premises or during activities (on or off site).

REASONABLE SUSPICION

Staff and or volunteers shall immediately notify RCYC leadership of any action by an employee or volunteer who demonstrates an unusual pattern of behavior suggesting that they are under the influence of drugs or alcohol. RCYC leadership will determine whether the employee should be examined by a physician or clinic and/or tested for drugs or alcohol in accordance with the Club's drug-testing policies. Employees and volunteers believed to be under the influence of drugs or alcohol will be required to leave the premises. Any illegal drugs or drug paraphernalia will be turned over to the appropriate law enforcement agency and may result in criminal prosecution.

INCIDENT MANAGEMENT POLICY

Clear reporting policies and procedures are an important element in responding to incidents that might occur. Staff and volunteers must at a minimum immediately report and document all safety incidents that might affect staff, volunteers, members, and others who visit Clubhouses.

GENERAL INCIDENT DESCRIPTION

Safety incidents can include but are not limited to:

- Inappropriate activity between adults (18 and over) and youth;
- Inappropriate activity between multiple youth;
- Allegations of abuse;
- Bullying behavior;
- Inappropriate electronic communications between adults (18 or over) and youth;
- Minor and major medical emergencies;
- Accidents, including slips and falls;
- Threats made by or against staff, volunteers and/or members;
- Physical assaults and injuries, including fights;
- Missing children;
- Criminal activity, including theft and robbery; and
- Other incidents as deemed appropriate by Club leadership.

Safety incidents include those that occur during RCYC programs, on RCYC premises and/or during a RCYC- affiliated program or trip.

INTERNAL INCIDENT REPORTING

Any employee or volunteer who becomes aware of an incident, as defined in this policy, shall immediately complete an incident report, and submit the incident to RCYC leadership.

The following information shall be included on an Incident Report:

- Date and location
- Incident details (if applicable)
- Witnesses and contact information
- Names of all involved (youth and staff if applicable)
- All notifications made (first responders, parents, leadership, etc.)

EXTERNAL INCIDENT REPORTING

RCYC follows all applicable mandated reporting statutes and regulations and all applicable federal, state, and local laws (including those around licensing, for licensed organizations) for the protection and safety of youth. Types of incidents reported include but are not limited to:

- Inappropriate activity between adults (18 or over) and youth;
- Inappropriate activity between multiple youth;
- Allegations of child abuse;
- Any form of child pornography;
- Criminal activity, including assault, theft, and robbery; or
- Children missing from the premises.

INCIDENT INVESTIGATION

RCYC takes all incidents seriously and is committed to supporting external investigations of all reported incidents and allegations or internal investigations by the Safety Committee when not an externally reportable incident.

Federal, state, and local criminal and or mandated child abuse reporting laws must be complied with before any consideration of an internal investigation. The internal investigation should never be viewed as a substitute for a required criminal or child protective services investigation.

In the event that an incident involves an allegation against a staff member, volunteer or Club member, the Club shall suspend that individual immediately (employees with pay) and maintain the suspension throughout the course of the investigation.

BGCA CRITICAL INCIDENT REPORTING

RCYC Staff shall immediately report any allegation of abuse or potential criminal matter to law enforcement. In addition, Club CEO shall report the following critical incidents to BGCA within 24 hours:

- a. Any instance or allegation of child abuse, including physical, emotional, or sexual abuse; sexual misconduct or exploitation (Club-related or not) against any child by a current employee or volunteer; or any Club-related instance by a former employee or volunteer.
- b. Any instance or allegation of child abuse, including physical, emotional, or sexual abuse; or sexual misconduct or exploitation by a youth towards another youth at a Club site or during a Club-sponsored activity.
- c. Any child who might have been abducted or reported missing from a Club site or Club-sponsored activity.
- d. Any major medical emergency involving a child, staff member or volunteer at a Club site or during a Club-sponsored activity leading to extended hospitalization, permanent injury, or death; or a mental health crisis with a child requiring outside care.
- e. Any instance or allegation of abuse, including physical, emotional, or sexual abuse, sexual misconduct, harassment, or exploitation (Club-related or not) involving any staff member; or any Club-related instance or allegation of abuse, including physical, emotional, or sexual abuse, sexual misconduct harassment or exploitation against a volunteer or visitor.
- f. Any failure to comply with requirements set forth by childcare licensing agencies or organizations.
- g. Any known or suspected felony-level criminal act committed at a Club site or during a Club-sponsored activity.

- h. Any misappropriation of organizational funds in the amount of \$10,000 or greater, or any amount of federal funds.
- i. Any criminal or civil legal action involving the organization, its employees, or volunteers, as well as any changes in the status of an open organization-related legal action.
- j. Negative media attention that could compromise the reputation of the Member Organization or the Boys & Girls Clubs of America brand.
- k. Any other incident deemed critical by the Member Organization.

RCYC is committed to providing a safe use of technology and online safety for members, staff, and volunteers. The acceptable use policy provides the framework for those safety practices and procedures.

TECHNOLOGY ACCEPTABLE USE POLICY

RCYC MEMBER USAGE

Before a member will be allowed to use RCYC technology equipment or their personal device, both the member and his/her parent/guardian will need to read and sign the Technology Acceptable Use policy. Under the Technology Acceptable Use policy, the following relevant principles shall apply:

RCYC devices shall include any and all owned existing and/or emerging technologies and devices that can take photographs, play, and record audio or video, input text, upload and download content and/or media and transmit or receive messages or images.

Personally owned devices shall include any and all member-owned existing and/or emerging technologies and devices that can take photographs, play and record audio or video, input text, upload and download content and/or media and transmit or receive messages or images.

“RCYC purposes” shall include program activities, career development, communication with experts and/or RCYC peer members, homework, and RCYC activities. Members are expected to act responsibly and thoughtfully when using technology resources. Members bear the burden of responsibility to inquire with staff when they are unsure of the permissibility of a particular use of technology prior to engaging in its use.

Authorized use: RCYC devices and personally owned devices are permitted for use during approved times and in approved locations only. RCYC expressly prohibits the use of devices or personally owned devices in locker rooms, restrooms, and other areas where there is an expectation of privacy.

Appropriate use: Members may not use any technology to harass, threaten, demean, humiliate, intimidate, embarrass, or annoy their peers or others in their community. Any inappropriate use of a RCYC or personally owned device, as determined by RCYC staff, can lead to disciplinary action including but not limited to confiscation of the device, immediate suspension from the RCYC, termination of membership or other disciplinary actions determined to be appropriate to the RCYC's existing disciplinary policies including, if applicable, referral to local law enforcement.

Monitoring and inspection: RCYC Staff reserves the right to monitor, inspect, copy, and review any personally owned device that is brought to the RCYC. Parents/guardians will be notified before such an inspection takes place and may be present, at their choice, during the inspection.

Parents/guardians may refuse to allow such inspections. If so, the member may be barred from bringing personally owned devices to the RCYC in the future.

Loss and damage: Members are responsible for keeping devices with them at all times. Staff are not responsible for the security and condition of the member's personal device. Furthermore, the RCYC is not liable for the loss, damage, misuse, or theft of any personally owned device brought to the RCYC.

Members must be aware of the appropriateness of communications when using Club or personally owned devices. Inappropriate communication is prohibited in any public or private messages, as well as material posted online. Inappropriate communication includes but is not limited to the following:

- Obscene, profane, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language or images typed, posted, or spoken by members;
- Information that could cause damage to an individual or the Club community or create the danger of disruption of the Club environment;
- Personal attacks, including prejudicial or discriminatory attacks;
- Harassment (persistently acting in a manner that distresses or annoys another person) or stalking of others;
- Knowingly or recklessly posting false or defamatory information about a person or organization; or
- Communication that promotes the destruction of property, including the acquisition or creation of weapons or other destructive devices.

If a member is told to stop sending communications, that member must cease the activity immediately.

Cyberbullying: Members may not utilize any technology to harass, threaten, demean, humiliate, intimidate, embarrass, or annoy their peers or others in their community. This

behavior is cyberbullying, which is defined as bullying that takes place using emerging technologies and devices. Any cyberbullying that is determined to disrupt the safety and/or well-being of RCYC members, RCYC staff or community is subject to disciplinary action.

Examples of cyberbullying include, but are not limited to:

- Harassing, threatening or hurtful text messages, emails, or comments on social media.
- Rumors sent by email or posted on social networking sites.
- Embarrassing pictures, videos, websites, or fake profiles.

STAFF AND VOLUNTEER USAGE

Personally owned devices: Shall include any and all staff-owned existing and/or emerging technologies and devices that can take photographs, play and record audio or video, input text, upload and download content and/or media and transmit or receive messages or images.

Appropriate use: Staff may not use any technology to harass, threaten, demean, humiliate, intimidate, embarrass, or annoy their peers or others in their community. Any inappropriate use of a personally owned device, as determined by a supervisor, can lead to disciplinary action including but not limited to confiscation of the device, immediate suspension from the Club, termination of employment or volunteer assignment or other disciplinary actions determined to be appropriate to the existing disciplinary policies including, if applicable, referral to local law enforcement.

Loss and damage: Staff are responsible for keeping devices with them at all times. Supervisors and the RCYC at large are not responsible for the security and condition of the staff member's personal device.

Furthermore, the Club/PAL is not liable for the loss, damage, misuse, or theft of any personally owned device brought to the Club/PAL.

Any inappropriate or unauthorized use of a personally owned device, as determined by a supervisor, can lead to disciplinary action including but not limited to confiscation of the device, immediate suspension, termination of employment or volunteer assignment or other disciplinary actions determined to be appropriate to existing disciplinary policies, including, if applicable, referral to local law enforcement.

Inappropriate communication includes but is not limited to:

- Obscene, profane, lewd, vulgar, rude, inflammatory, threatening, or sexual content or disrespectful language or images typed, posted, or spoken by staff or members.
- Information that could cause conflict.
- Personal attacks, including prejudicial or discriminatory attacks.
- Harassment (persistently acting in a manner that distresses or annoys another person) or stalking others.
- Knowingly or recklessly posting false or defamatory information about a person or organization.
- Communication that promotes the destruction of property, including the acquisition or creation of weapons or other destructive devices.

If a staff member is told to stop sending communications, he/she must cease the activity immediately.

Staff may not use any technology to harass, threaten, demean, humiliate, intimidate, embarrass, or annoy others. This behavior is cyberbullying, which is defined as bullying that takes place using existing or emerging technologies and devices. Any cyberbullying that is determined to disrupt the safety and/or well-being of the Club, Club staff, Club members or community is subject to disciplinary action.

Examples of cyberbullying include but are not limited to:

- Harassing, threatening or hurtful text messages, emails, or comments on social media.
- Rumors sent by email or posted on social networking sites.
- Use of embarrassing pictures, videos, websites, or fake profiles.

Communication with Club members: Staff may never use personal devices to communicate directly with a single Club member. Proper protocol dictates that all communication between staff and members must include an additional staff member.

Monitoring and inspection: RCYC reserves the right to monitor, inspect, copy, and review a personally owned device that is brought to the RCYC. Staff may refuse to allow such inspections. If so, the staff member may be subject to disciplinary action up to and including termination.

Internet access: Personally owned devices used at the RCYC must access the internet via the content- filtered wireless network and are not permitted to directly connect to the internet through a phone network or other content service provider. RCYC reserves the right to monitor communication and internet traffic and to manage, open or close access to specific online websites, portals, networks, or other services. Staff must follow procedures to access the RCYC's internet service.

Loss and damage: Staff are responsible for keeping devices with them at all times. Supervisors and the RCYC Staff at large are not responsible for the security and condition of any staff member's personal device.

Furthermore, the RCYC is not liable for the loss, damage, misuse, or theft of any personally owned device brought to the RCYC.

Password and access: To prevent unauthorized access, devices must lock themselves and require authentication using the strongest features available on the device. A minimum standard would require a typed password of at least six characters or numbers, though some devices utilize fingerprint or other biometric technologies.

TRANSPORTATION POLICY

RCYC is committed to providing a safe environment and enforces the following transportation policy for members, staff, volunteers, and other adults. RCYC only transports youth in RCYC vehicles or other vehicles approved by RCYC leadership.

DRIVERS:

- Must allow for DMV background check and be cleared to transport youth per the barrier crime policy of the organization.
- Must keep an updated list of all youth who are transported to and from the RCYC and RCYC- related activities.
- Must confirm that no children are left on a vehicle after every trip (based on a seat-by-seat scan of each vehicle); log must be signed daily to ensure compliance.
- Must perform regular checks to ensure that all members are picked up and dropped off at the appropriate times and locations.
- Must submit written reports detailing issues or incidents involving transportation.
- Must only transport members in official RCYC vehicles.
- Must ensure that at least three individuals are present when transporting members. If one child remains to be dropped off, two adults (18 or over) must be present in vehicle.
- Must never transport members in personal vehicles.
- Must never use cell phones, PDAs or other communication devices while transporting members.

VEHICLES:

- Each agency vehicle should meet all local, state, and federal inspection and licensing requirements.

- Each vehicle should be inspected as outlined by DMV by staff before every trip for which youth are being transported; any problems with the vehicle must be addressed promptly.
- Regular maintenance should be performed on vehicles and documents/records reflecting that maintenance should be maintained.
- Each vehicle must provide a seat belt for every passenger and fully comply with state and federal seat belt regulations.
- Each vehicle must have a complete first-aid kit that satisfies state licensing requirements.
- Each vehicle must have a working and current fire extinguisher that satisfies state licensing requirements.
- Each vehicle must have reflective traffic warning signs (e.g., triangles or flares) that are stored securely during transport.
- The vehicle must be clean and well maintained and exterior physical damage must be repaired promptly.

SHARED-USE RESTROOMS:

- On a field trip or when using a public restroom, youth shall never enter the restroom alone unless it is a single-stall restroom that is empty.
- Youth shall follow the “rule of three” in using public restrooms, with at least two youth and an adult walking to the restrooms and three youth entering a multi-stall facility together. The adult will remain outside the restroom door to provide auditory surveillance.
- Whenever possible, staff/volunteers will monitor and clear public restrooms before use by members to ensure that the facility is free of adults – and clear of youth not involved in the RCYC program – before allowing youth to use the facilities. Alternatively, staff members will stand in the restroom doorway and/or hold the door at least partially open when supervising member use of public restrooms. Staff may position themselves inside the restroom near the sinks if positioning at the door is not feasible or is deemed ineffective.
- In a shared-use facility, RCYC will utilize the best practice of shutting the exterior door to the restroom and using an “Occupied” sign outside of the door to alert others that they must wait until members have exited the restroom before they can enter.

ACCIDENT OR EMERGENCY PROTOCOL:

- Driver should immediately notify RCYC leadership if there is a delay or issue (e.g., breakdown, accident, emergency) with transporting members
- Staff shall immediately inform RCYC leadership if a staff member, volunteer, or board member violates this policy. In such case, the organization will take appropriate disciplinary action, up to and including termination.

EMERGENCY OPERATIONS PLAN POLICY**EMERGENCY OPERATIONS PLAN (EOP)**

RCYC staff shall create and maintain an Emergency Operations Plan (EOP). At minimum, the plan shall encompass the following elements:

- Mitigation, preparedness, response, and recovery for the following types of emergencies:
 - o Fire
 - o Weather (tornado, flooding, hurricane, etc.)
 - o Lockdown (for interior or exterior threat)
 - o Bomb threat
 - o Suspicious package
 - o Training/drill schedule and reporting procedures for staff, volunteers, and members.
- Developed and shared with local first responders, such as fire department and law enforcement agencies.

EOP ANNUAL REVIEW

RCYC leadership will maintain a board-led safety committee that regularly focuses on safety and will have oversight and responsibility for the emergency operations plan. The board-led safety committee will be responsible for reviewing and updating the emergency operations plan annually.

FIRST AID AND CPR TRAINING

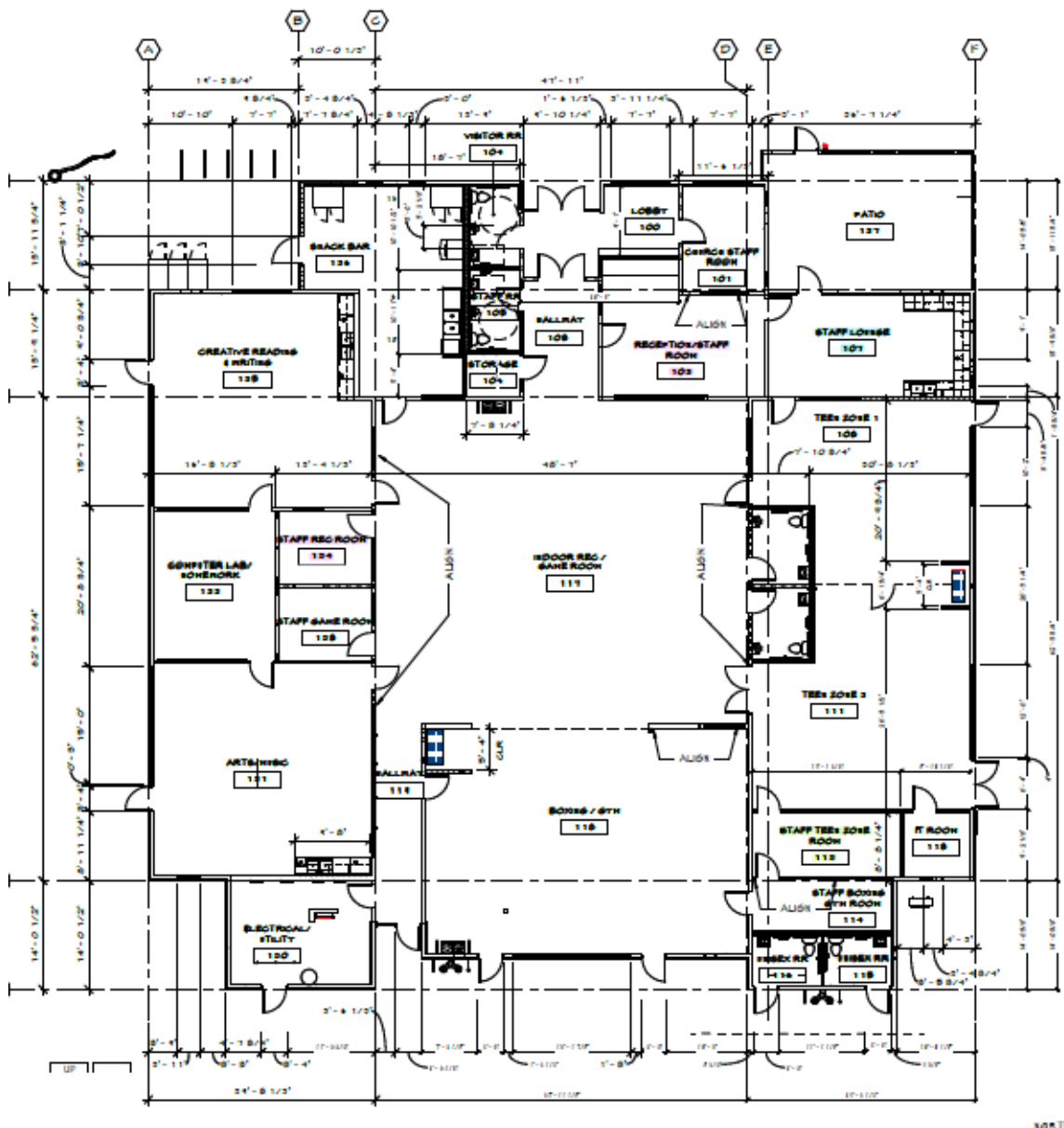
RCYC always maintains a minimum of one CPR- or first-aid-trained and AED trained staff on site during all operating hours when members are being served.

Exhibit D

Permitted Areas of Facility Use

The Parties hereto desire to set forth more particularly the areas of the Rancho Cordova Youth Center ("Facility") that the Boys and Girls Club of Greater Sacramento and Rancho Cordova Police Activities League are permitted to use in either exclusive or shared capacity.

Description of Facility



It is mutually agreed by the Parties as follows:

1. Club shall have exclusive right to use the portion of the facility labeled on the above diagram as “Reception/Staff Room 102” and highlighted in Pink and” Staff Rec Room 124” and highlighted in Pink during the times Club is permitted to use the Facility as set forth in Sections 4 and 5 of this Agreement and for the purposes as otherwise described by this Agreement. This portion of the Facility shall be used as a Reception and Administrative Office for the Club.
2. PAL shall have exclusive right to use the portion of the Facility labeled on the above diagram as “Staff Teen Zone Room 112” and highlighted in Green during the times and for the purposes as otherwise described by this Agreement. This portion of the Facility shall be used as office space for PAL.
3. Club and PAL shall have equal access and right to use the portion of the Facility labeled on the above diagram as “Staff Lounge 107” and highlighted in Blue. Club and PAL agree that use of Staff Lounge 107 shall be limited to the times PAL is permitted to use the Facility as set forth in Sections 4 and 5 of this Agreement and for the purposes as otherwise described by this Agreement. Club and PAL agree to coordinate the use of Staff Lounge 107 in good faith and work conjunctively for the most efficient use of the space for the Programs.
4. Club and PAL shall have access to all other portions of the Facility, not so designated above during the times Club and PAL are permitted to use the Facility as set forth in sections 4 and 5 of this Agreement
5. City shall have exclusive right to use the entirety of the Facility for all Permitted Activities, including contracting with third parties, outside the permitted times of operation of the Club and PAL defined in sections 4 and 5 of this Agreement.

405-5/6072648.1

405-5/6187273.1

5192334.2

MEMORANDUM



ITEM 9.5.

DATE: September 19, 2022
TO: Honorable Mayor and Council Members
FROM: Quoc Nham, Senior Civil Engineer
SUBJECT: **A RESOLUTION APPROVING THE FINAL LARGE LOT MAP OF GRANTLINE 220 SUBDIVISION NO. FM-2021-004-00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2022-194 WITH LENNAR HOMES OF CALIFORNIA LLC**

RECOMMENDATION

Adopt Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City to enter into Subdivision Improvement Agreement Contract No. 2022-194 (Attachment 2) guaranteeing the construction of public roads and utilities with Lennar Homes of California, LLC, and the recording of the final subdivision map creating 11 private future development lots, 4 miscellaneous lots and 1 designated remainder located west of Grant Line Road and south of Chrysanthy Boulevard.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal code and the California Subdivision Map Act. The City Council approved the Large Lot Tentative Map on June 7, 2021. A Development Agreement was entered on December 2, 2013 and assigned to Lennar Homes by the Assignment and Assumption Agreement entered into on August 17, 2021. A copy of the final map (Attachment 3) and a copy of the vicinity map (Attachment 4) are included with this item.

The Project includes 605 residential lots; 3 high-density lots, 2 neighborhood parks, a school site, a water quality basin and landscaping. Roads are offered for dedication with this subdivision. Lennar Homes of California, LLC. has provided a performance and labor and material bond guaranteeing the construction of the public improvements. Wood Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Wallace Kuhl & Associates, dated January 8, 2020.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2022/2023 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the City.

ATTACHMENT(S)

1. Resolution
2. Contract 2022-194 Grantline 220
3. Final Map GrantLine 220
4. Vicinity Map Grantline 220

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF GRANTLINE 220 LARGE LOT MAP, SUBDIVISION NO. FM-2021-004-00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2022-194 WITH LENNAR HOMES OF CALIFORNIA LLC

WHEREAS, the City Council approved the Large Lot Tentative Map on June 7, 2021 per Resolution No. 91-2021; and

WHEREAS, the map is in substantial compliance with the approved tentative map; and

WHEREAS, the conditions of approval have been complied with; and

WHEREAS, the map complies with Title 22 of the City of Rancho Cordova municipal code and the California Subdivision Map Act; and

WHEREAS, the approval of the final map is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Regulation Section 15268(b)(3) as a ministerial approval; and

WHEREAS, the City desires to enter into a subdivision improvement agreement with the developer to ensure necessary public improvements are completed and secured with a bond.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Final Map of Grantline 220 Large Lot Map, Subdivision No. FM-2021-004-00 and does authorize the City Manager to execute Subdivision Improvement Agreement 2022-194 with Lennar Homes of California LLC, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of September 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT**Grantline 220 Large Lot Final Map, Subdivision No. FM-2021-001-01**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter, "Agreement") entered into this 19th day of September 2022, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and Lennar Homes of California, LLC, (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.
3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **Grantline 220 Large Lot Final Map, Subdivision No. FM-2021-004-00** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements.** In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova Municipal Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements consistent with the terms and also identified in subsequent subdivision improvement agreements (SIAs) to be executed by the City and Principal, or assignee, following the approvals and recordation of small lot final maps (SLFMs) for the Project, as applicable, and any other improvements as may be reasonably required by the City.

The Large Lot Final Map shall include the following note:

A small lot final map ("SLFM") shall not be recorded, or development of a large lot identified herein shall not proceed other than pursuant to approved infrastructure improvement plans, or a building permit shall not be issued, unless: (i) all offsite and onsite public utilities and roadway and frontage improvements are installed to serve the parcels subject to or depicted on such SLFM in accordance with the requirements of the Rancho Cordova Municipal Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements; or (ii) an appropriate surety bond, instrument of credit, or cash deposit satisfactory to the City is submitted and accepted by the City for said offsite and onsite public utilities and improvements.

The work required may lie within or outside the subdivision and must be completed within the terms agreed upon for any portion of the Project where a subsequent SIA for a SLFM has been entered into with the City. Principal shall ensure that any subsequent purchasers, buyers, or developers of any parcels, of any part of the Large Lot Final Map (but specifically excluding any members of the homebuying public), shall acknowledge and agree to be bound to, in writing, the above-referenced note in this paragraph and this Agreement.

5. **Payment For Services.** Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova Municipal Code.

6. **Park Renovation Fee.** Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount designated in the development agreement and amendments thereto with respect to the Project.

7. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or

resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any offsite easements granted, subject to the provisions of paragraph 9 hereof. Acceptance will be postponed until such time the City determines a public purpose exists. Public Purpose is defined as existence of habitable structures within the subdivision.

8. Notice of Commencement of Work. Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

9. Correction of Defects. Principal agrees to remedy any defects in the improvements that are the subject of the applicable subsequent SIA for a SLFM and arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

10. Indemnity. Principal shall indemnify and hold harmless with counsel selected by the City, the City of Rancho Cordova, its agents, officers, consultants, and employees ("City") from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

11. Extension of Completion Date. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

12. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova Municipal Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor,

his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement pursuant to the applicable subsequent SIA for said SLFM. The amount of the surety bond for faithful performance shall be in the sum as agreed upon for subsequent SIAs for said SLFMs. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

(d) Prior to issuance of improvement plans not already bonded or secured through a subsequent SIA, Principal shall obtain and furnish to the City an improvement security in favor of City under Chapter 12.03 of the Rancho Cordova Municipal Code.

(e) This Agreement shall automatically terminate as to any portion of the Project where a subsequent SIA for a SLFM has been entered into with the City.

13. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 12 hereof shall be a condition precedent to acceptance by City of the above-described real property and the performance by the City of the covenants herein on its part to be performed.

14. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of

deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 9 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

15. Execution By Real Party In Interest. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

16. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

17. City Construction of Improvements. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

18. Interest. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this Agreement and the sum due is certain or reasonably capable of being made certain.

19. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 12 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

20. Amendments. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

21. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive, and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

22. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

23. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

24. Time. Time is of the essence in the performance of each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto 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
A California Municipal Corporation

PRINCIPAL
Lennar Homes of California LLC a California
limited liability company (as successor-in-
interest by conversion to Lennar Home of
California, Inc.)

Cyrus Abhar, City Manager

Larry Gualco, Vice President

ATTEST:

Stacy Leitner, CMC, City Clerk

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1. THE UNDERSIGNED PURSUANT TO THE PROVISIONS OF SECTION 7050 OF THE GOVERNMENT CODE IRREVOCABLY OFFERS FOR DEDICATION TO THE CITY OF RANCHO CORDOVA FOR ANY PUBLIC PURPOSE THE RIGHT OF WAY ON, OVER, ACROSS AND UNDER THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED AS "IRREVOCABLE OFFER OF DEDICATION" (IOD).
2. EASEMENT FOR ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, OVERHEAD AND/OR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, CENTRALIZED MAIL DELIVERY UNITS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE).
3. RIGHT OF WAYS AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS D THROUGH L, INCLUSIVE, AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (PE). THE MAINTENANCE AND REPAIR OF THE WALKWAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
4. EASEMENTS FOR LANDSCAPING AND ALL APPURTENANCES PERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT" (LE) SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. THE MAINTENANCE AND REPLANTING OF THE LANDSCAPE STRIP SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
5. A RIGHT OF WAY AND DRAINAGE EASEMENT FOR THE PURPOSE OF DIGGING, CONSTRUCTING, RECONSTRUCTING, REPAIRING, AND FOREVER MAINTAINING THEREON A DRAINAGE CANAL, DITCH, OR PIPELINE FOR DRAINAGE PURPOSES, TOGETHER WITH THE SPOIL BANKS AND APPURTENANT STRUCTURES THEREOF OVER THAT CERTAIN REAL PROPERTY SHOWN HEREON AND DESIGNATED "DRAINAGE EASEMENT" (DE).

LENNAR HOMES OF CALIFORNIA, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY
(AS SUCCESSOR-IN-INTEREST BY CONVERSION TO
LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION)

BY: Michelle Velly

NAME: Michelle Velly

TITLE: Vice President

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Placer) SS
R.C. 24th
ON 24th DAY OF AUGUST, 2022 BEFORE ME, Rosa Catanzaro
MICHELLE VELLY, A NOTARY IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
WHO PROVED TO ME ON THE BASIS OF
SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED
TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED
THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR
SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF
WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL Rosa Catanzaro

PRINTED NAME: Rosa Catanzaro

MY PRINCIPAL PLACE OF BUSINESS IS IN THE
COUNTY OF: PLACER

MY COMMISSION EXPIRES: MARCH 14, 2025

MY COMMISSION No.: 2351363

SURVEYOR'S STATEMENT

THIS LARGE LOT FINAL MAP OF GRANTLINE 220 WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA, INC, IN OCTOBER, 2021. I HEREBY STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE SEPTEMBER 30, 2024 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.



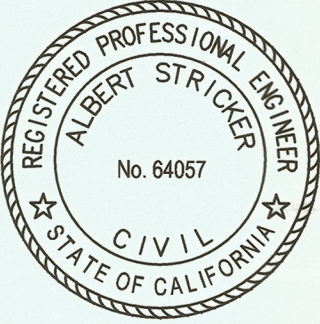
ATP
ANDREW P. TAPLEY
P.L.S. 9554
8/26/2022
DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS LARGE LOT FINAL MAP OF GRANTLINE 220 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

CITY ENGINEER, ALBERT STRICKER, R.C.E. 64057

DATED: _____

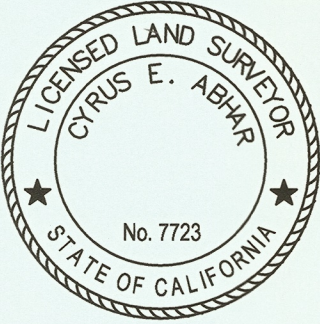


CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM SATISFIED THAT THIS LARGE LOT FINAL MAP OF GRANTLINE 220 IS TECHNICALLY CORRECT.

LAND SURVEYOR, CYRUS E. ABHAR, P.L.S. 7723

DATED: _____



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS LARGE LOT FINAL MAP OF GRANTLINE 220 AND CONSENTS TO THE IRREVOCABLE OFFERS OF DEDICATION OFFERED HEREON AND RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC, ALL EASEMENTS AND RIGHTS OF WAY SHOWN HEREON.

BY: _____
CITY CLERK
CITY OF RANCHO CORDOVA

DATED: _____

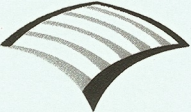
RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2022, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF WOOD RODGERS, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

DONNA ALLRED, COUNTY RECORDER DOCUMENT NO.: _____
COUNTY OF SACRAMENTO

BY: _____ FEE: \$ _____
DEPUTY RECORDER

LARGE LOT FINAL MAP OF
GRANTLINE 220
SUBDIVISION NO. FM-2021-004-00
THE SOUTHERLY 110 RODS OF SECTION 15, T.8N., R.7E., M.D.M.
EXCEPTING THEREFROM THE EASTERLY 40 FEET
CITY OF RANCHO CORDOVA,
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

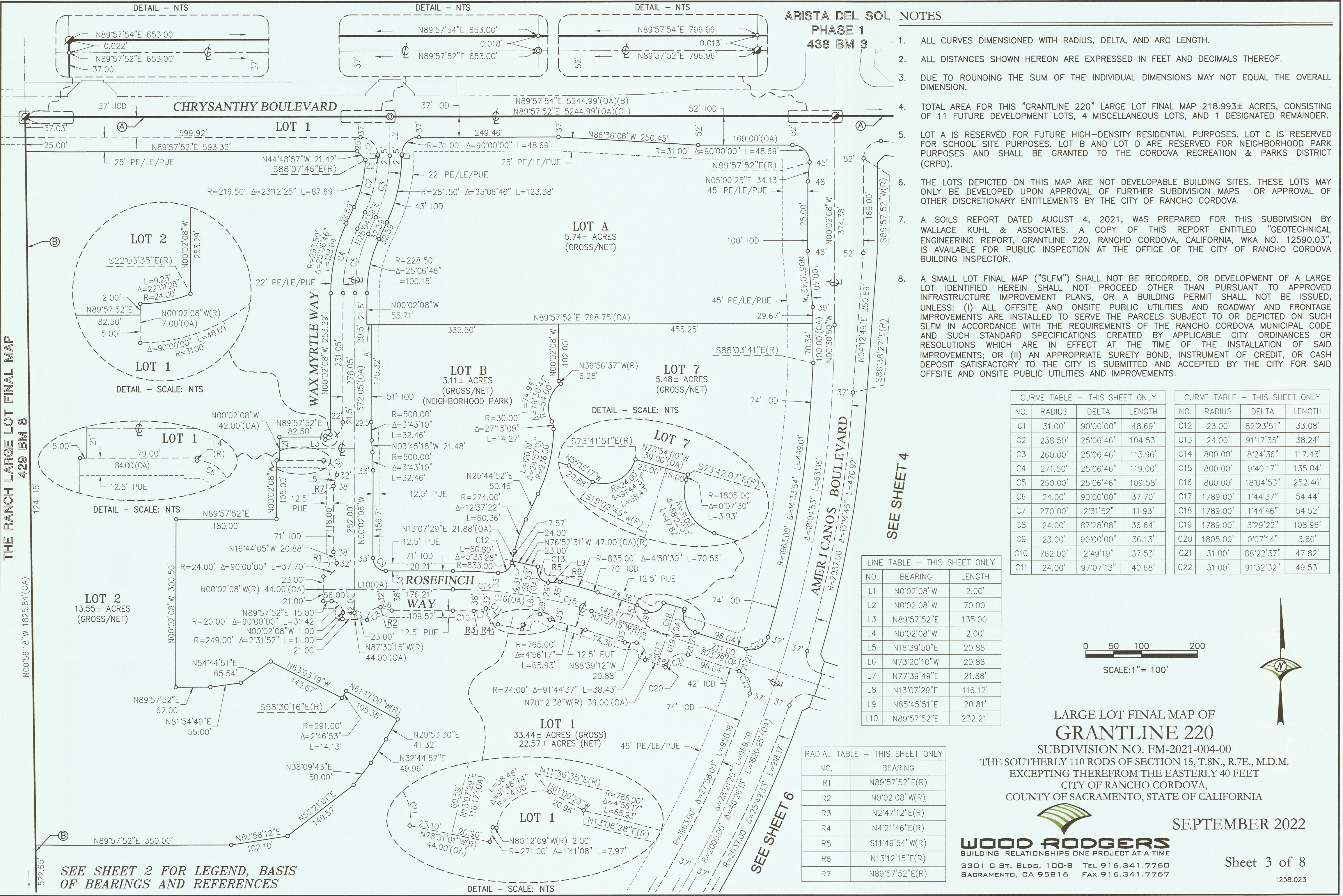


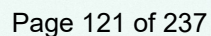
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 O ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

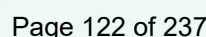
SEPTEMBER 2022

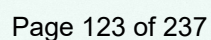
Sheet 1 of 8

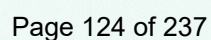












ADDITIONAL INFORMATION SHEET

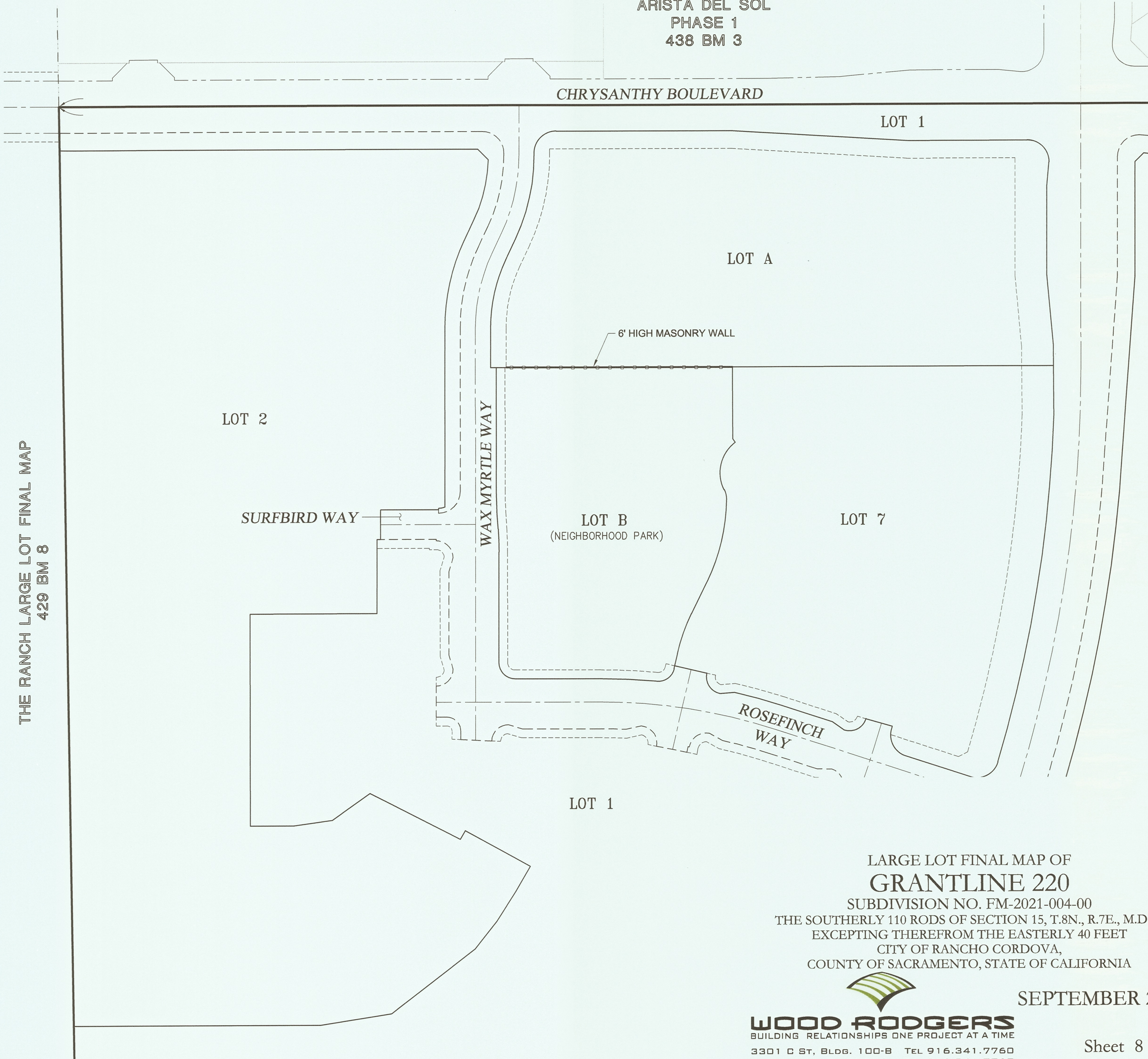
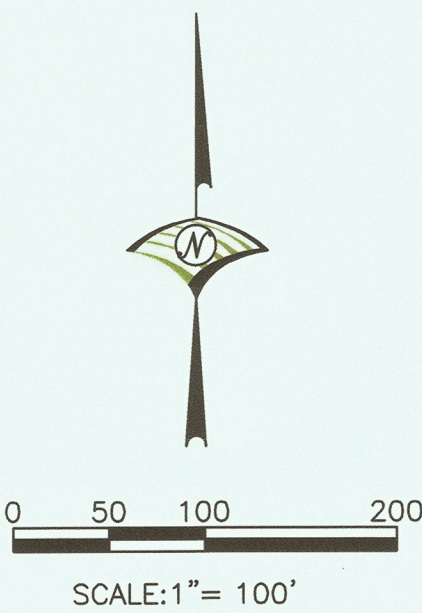
NOTES:

ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER STATE OF CALIFORNIA GOVERNMENT CODE SECTION 66434.2 (THE SUBDIVISION MAP ACT).

A. PER CONDITION OF APPROVAL 44 OF THE GRANTLINE 220 DEVELOPMENT PROJECT (RESOLUTION NO. 91-2021), "A 6-FOOT HIGH MASONRY WALL SHALL BE CONSTRUCTED ON THE LOT A HDR PROPERTY SEPARATING IT FROM THE LOT F (LOT B PER THIS MAP) PARK PROPERTY."

LEGEND (THIS SHEET ONLY):

6-FOOT HIGH MASONRY WALL



LARGE LOT FINAL MAP OF
GRANTLINE 220
SUBDIVISION NO. FM-2021-004-00
THE SOUTHERLY 110 RODS OF SECTION 15, T.8N., R.7E., M.D.M.
EXCEPTING THEREFROM THE EASTERLY 40 FEET
CITY OF RANCHO CORDOVA,
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

SEPTEMBER 2022

Sheet 8 of 8

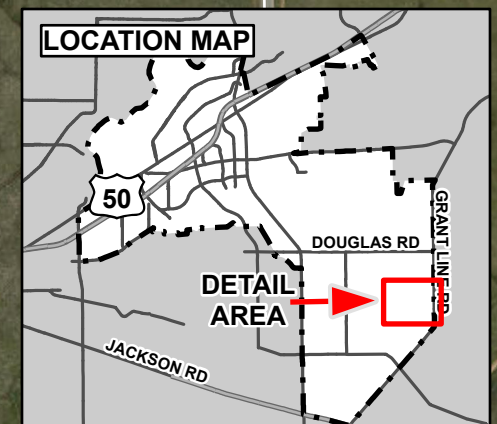
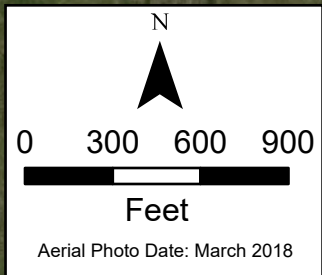
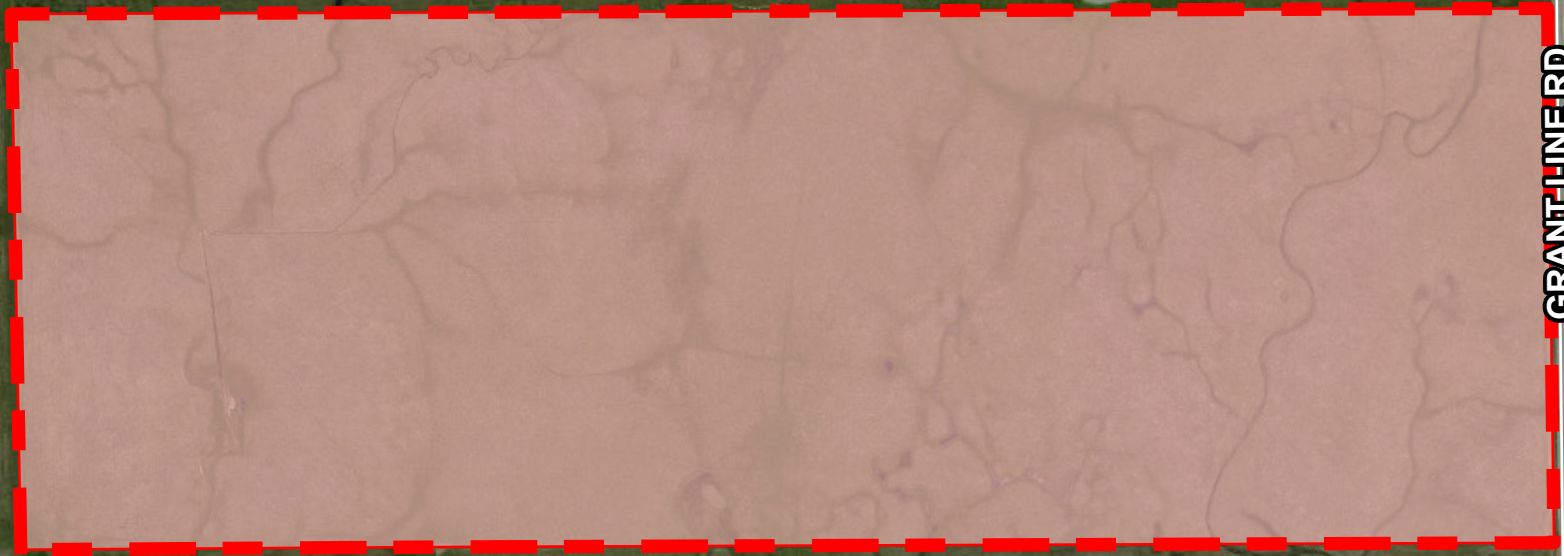
1258.023

ITEM 9.5.



VICINITY MAP GRANTLINE 220

ATTACHMENT 4



MEMORANDUM



ITEM 9.6.

DATE: September 19, 2022
TO: Honorable Mayor and Council Members
FROM: Stefan Heisler, Housing Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-198 IN AN AMOUNT NOT TO EXCEED \$156,944 WITH TETRA TECH, INC. FOR ENVIRONMENTAL INVESTIGATION SERVICES ON THE CITY'S PROPERTY AT 2738 WOODBERRY WAY**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute a contract with Tetra Tech, Inc. (Tetra Tech) in a not to exceed amount of \$156,944 for environmental investigation services on the City's property located at 2738 Woodberry Way.

BACKGROUND

When the City purchased the property at 2738 Woodberry Way in 2009, an environmental assessment was conducted but did not locate any environmental conditions at that time. A follow-up environmental assessment was conducted in 2021 as part of the process of securing loan funds for the Crossings at Woodberry affordable housing project. The 2021 assessment located a possible former dry cleaner adjacent to the site. Additional environmental testing was conducted and found minor elevated levels of tetrachloroethylene (PCE) on the City's site. A further look into historical business address directories identified a former Swanson Cleaners on the City's site rather than adjacent.

The presence of PCE has delayed further application for State funding for the Crossings at Woodberry affordable housing project until the environmental issue is resolved. City staff reached out to the Sacramento Regional Water Quality Control Board (SRWQCB) to obtain regulatory oversight, move forward with site investigations, and receive regulatory direction for resolving the issue. Staff are working with Tetra Tech, Inc. to complete the necessary site investigations.

With approval of this resolution, staff will work with Tetra Tech to complete the site investigations and identify any necessary steps to continue moving forward with the funding

applications for the Crossings at Woodberry project. Provided that a more extensive contamination issue is not discovered through this process staff currently anticipates being able to resume funding applications for the Crossings at Woodberry project in March or July 2023.

FISCAL IMPACT AND FUNDING SOURCE

The contract amendment is a not to exceed \$156,944.

ATTACHMENT(S)

1. Resolution
2. Tetra Tech 2022-198

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-198 IN A NOT TO EXCEED AMOUNT OF \$156,944 WITH TETRA TECH, INC. FOR ENVIRONMENTAL INVESTIGATION SERVICES ON THE CITY'S PROPERTY AT 2738 WOODBERRY WAY

WHEREAS, the City of Rancho Cordova ("City") owns the property located at 2738 Woodberry Way ("the Property"); and

WHEREAS, the City is in the process of securing funding to develop the Crossings at Woodberry affordable housing project on the Property; and

WHEREAS, environmental assessments in 2021 have identified the presence of PCE contamination possibly from a historic dry cleaner operating on the Property; and

WHEREAS, in consultation with the Sacramento Regional Water Quality Control Board (SRWQCB), site investigations are required to determine the scope and extent of PCE contamination on the Property and provide direction regarding resolving this issue to continue with the development of the Crossings at Woodberry project; and

WHEREAS, the City desires to enter into a Professional Services Agreement with Tetra Tech, Inc. to complete the necessary site investigations in an amount not to exceed \$156,944.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2022-198 with Tetra Tech, Inc. in the amount of \$156,944 for environmental services on the City's property at 2738 Woodberry Way and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of September 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
TETRA TECH, INC.**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Tetra Tech, Inc. a Delaware Corporation ("Professional") as of September 19, 2022.

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 August 31, 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 9. 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 9.
- 1.2 Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed ONE HUNDRED FIFTY SIX THOUSAND NINE HUNDRED FORTY FOUR DOLLARS (\$156,944.00), 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

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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 thirty (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

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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 EIGHTY EIGHT THOUSAND NINE HUNDRED EIGHTY FOUR DOLLARS AND SEVENTY EIGHT CENTS (\$88,984.78). 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.

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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

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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:

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- 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 and all 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, and any attorneys' fees and costs incurred by the City to enforce this Section.

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- 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. LIMIT OF LIABILITY. Regardless of any other terms herein to the contrary, City agrees that the Professional's liability to City, including that of the Professional's directors, officers, employees, agents and subcontractors, for all claims, suits, including, but not limited to, third party claims and suits, arbitrations or other proceedings arising from the performance of the Services under this Agreement, shall in no case exceed the amount of the applicable insurance coverage provided by the Professional under this Agreement, or in the case of breach of warranty/guarantee, the amount paid by City for the Services.

Professional shall not be liable to City, City's employees, consultants, contractors, subcontractors, agents, or any other third parties for special, incidental, consequential, or penal losses or damages (including but not limited to lost profits and/or loss of use of the project or site that is the subject of this Agreement) under any circumstances.

Section 7. STATUS OF PROFESSIONAL.

- 7.1 **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 and methods 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 PERS as an employee of City and entitlement to any contribution to be paid by City for employer contributions

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and/or employee contributions for PERS benefits. Professional shall not allow any employee, agent or subcontractor to become eligible for a claim for PERS benefits.

- 7.2 **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 8. LEGAL REQUIREMENTS.

- 8.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 8.2 **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.
- 8.3 **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.
- 8.4 **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.
- 8.5 **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.

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

Section 9. TERMINATION AND MODIFICATION.

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

Professional may cancel this Agreement upon SEVEN (7) 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.

- 9.2 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.

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

- 9.4 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.

- 9.5 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.

Last Revised January 2022

9.6 **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:

- 9.6.1** Immediately terminate the Agreement;
- 9.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
- 9.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
- 9.6.4** 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 10. KEEPING AND STATUS OF RECORDS.

- 10.1** **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.
- 10.2** **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.
- 10.3** **Inspection and Audit of Records.** Any records or documents that Section 10.2 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

Last Revised January 2022

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 11 **MISCELLANEOUS PROVISIONS.**

- 11.1 **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.
- 11.2 **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.
- 11.3 **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.
- 11.4 **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.
- 11.5 **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.
- 11.6 **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.
- 11.7 **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.*

Last Revised January 2022

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.

- 11.8 **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.
- 11.9 **Contract Administration.** This Agreement shall be administered by Stefan Heisler ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.10 **Notices.** Any written notice to Professional shall be sent to:
Betty Li, Senior Environmental Engineer/Operations Manager
3101 Zinfandel Dr, Suite 200
Rancho Cordova, CA 95670
Email Address (for Insurance Update Requests)
Betty.Li@TetraTech.com
- Any written notice to City shall be sent to:
Stefan Heisler, Housing Manager
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
sheisler@cityofranchocordova.org
- 11.11 **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.

- 11.12 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.
- 11.13 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.

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

Roy Marroquin, West Coast Regional Manager

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

EXHIBIT A
SCOPE OF SERVICES



Via Email: sheisler@cityofranchocordova.org

August 10, 2022

P:\PROPOSALS\City of Rancho Cordova\Crossings at Woodberry Way\Tetra Tech Proposal Woodberry Way_08_10_2022.doc

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: Mr. Stefan Heisler, Housing Manager

**Re: Proposal for Site Characterizations for Crossings at Woodberry Way, 2738
Woodberry Way/10447 Folsom Blvd, Rancho Cordova, California**

Dear Mr. Heisler:

Tetra Tech, Inc. (Tetra Tech) is pleased to submit this proposal to the City of Rancho Cordova (the City) for conducting site characterizations to support the City on the redevelopment of the Crossings at Woodberry Way property, which is a parcel located at 2738 Woodberry Way (APN 057-0221-022-0000), with an alternative address of 10447 Folsom Blvd, in Rancho Cordova, California (the Site) (Figure 1).

The due diligence work performed for the Property revealed some environmental impact at the Site, primarily the presence of benzene and tetrachloroethene (PCE) in the soil vapor at concentrations exceeding applicable screening criteria. The PCE was found primarily near the Site's western boundary. The benzene was found more in the central portion of the Site. The 2021 Phase I environmental site assessment (ESA) report suggests that the PCE is likely from a former dry cleaner "Swanson's Cleaners", which the Phase I ESA report states the former dry cleaner is west of and adjacent to the Site. Based on the city directory research and a site walk Tetra Tech conducted, the former dry cleaner was actually on the Site, as discussed with you during a virtual meeting on June 20, 2022 and shown on the attached Figures 2 and 3. The source of the benzene is unclear. The "source" of the PCE is likely the former onsite dry cleaner, where PCE was likely released through the sewer line found onsite and near the western site boundary.

Tetra Tech understands the City chose to disclose the information about the environmental conditions at the Site to the Central Valley Regional Water Quality Control Board (RWQCB) and seek regulatory oversight by the RWQCB. The RWQCB oversight would:

- a. Provide regulatory concurrence for the City's actions in resolving the current issues.
- b. Provide legal protections to the City and for the Site.

Tetra Tech will assist the City in establishing an oversight agreement with the RWQCB, which is covered under our existing project for the City.

The RWQCB likely will require additional site characterizations and/or other technical steps for

Page 2

the Site. We understand the City would like to seek a “no further action” status for the Site in an expedited manner to facilitate property redevelopment.

This proposal outlines activities the RWQCB likely will likely require for the Site after information disclosure, as discussed with you on June 20, 2022 and detailed in my email on June 27, 2022:

- Development of an Investigation Work Plan. The following site characterization activities are expected:
 - Utility survey (geophysical scan) to confirm locations of the sewer line and assess the presence/absence of other potential objects that could contribute to the site conditions.
 - Onsite soil vapor sampling and analysis.
 - Onsite soil sampling and analysis.
 - Onsite groundwater sampling and analysis (likely be requested).
 - Offsite soil vapor sampling and analysis (requires access agreement), since the known impact of soil vapor is already at the western boundary of the Site.
 - Indoor air sampling and analysis at the two neighboring business (requires access agreement), for vapor intrusion risk assessment due to the likely offsite migration of the soil vapor plume.
- Implementation of the RWQCB-approved investigation work plan.
- Development of a Cleanup Work Plan.

The detailed scope of work and associated cost for these activities are presented below. This proposal does not include implementation of the Cleanup Work Plan or the soil vapor confirmation re-sampling after the cleanup, because the scope of work for those activities will depend on the investigation results and RWQCB’s review.

Scope of Work

Task 1: Investigation Work Plan and Access Agreement Support

Tetra Tech will provide a work plan for submittal to the RWQCB to describe the scope of work and methodologies for the following site characterization activities:

- Utility survey for the entire Site to confirm locations of the sewer line and to assess the presence/absence of other potential objects (e.g., an underground storage tank) that could contribute to the site conditions.
- Soil vapor sampling and analysis at 26 locations, onsite and offsite (Figure 3), to characterize the soil vapor plume of PCE and benzene. It is assumed passive soil gas samplers, the Waterloo Membrane Samplers, will be approved for use at the Site, as per the experience for the nearby site at 10153 Folsom Blvd. The use of Water Membrane Samplers would save investigation costs.
- Soil sampling and analysis at the 26 locations for soil characterization. Soil samples will be collected at 5-, 10-, 15- feet below ground surface (bgs) during drilling for the installation of the Waterloo Membrane Samplers.
- Grab groundwater sampling and analysis at one location (Figure 3). Since the RWQCB

Page 3

would be the leading agency, it is more likely groundwater sampling would be required for site characterization to verify the presence/absence of groundwater impact.

- Indoor air sampling and analysis at the two businesses west of the Site (Figures 2 and 3). Vapor intrusion risk is likely the environmental risk driver for the Site. Since the known PCE impact is at the western boundary of the Site, delineation of the soil vapor plume is likely to be required at the offsite properties, and corresponding indoor air sampling is likely to be required to verify the indoor air conditions at the two offsite businesses. Minimum two rounds of sampling in summer and winter seasons are expected to be required.

In addition to the work plan preparation, Tetra Tech will support the City's attorney in obtaining access agreements to the two properties/parcels that house the two businesses identified, similar to our work for the City of Modesto dry cleaner sites.

Task 2: Utility Survey and Pre-Field Preparation

Tasks 2-5 include the implementation of the Investigation Work Plan described in Task 1. Task 2 includes the utility survey for the Site, and the following pre-field preparation activities for the sampling and analysis of soil, soil gas, and groundwater:

- Develop a Health and Safety Plan
- Mark and Call in for Underground Service Alert (USA) Notifications
- Obtain drilling permits from the Sacramento County Environmental Management Department
- Contract drillers and laboratories
- Order field equipment and supplies

Task 3: Sampling and Analysis of Soil, Soil Gas, and Groundwater

This task includes the following field activities for sampling and analysis of soil, soil gas, and groundwater:

- Installation of Waterloo Membrane Samplers at 26 locations (Figure 3). At each location, soil vapor samples will be collected from 5- and 15- feet bgs. The soil vapor samples will be analyzed for volatile organic compounds (VOCs) using the modified EPA Method TO-17. Trip blanks will be used in accordance with laboratory requirement. A direct push technology (DPT) rig will be used for the installation.
- Soil sampling at 5-, 10-, and 15- feet bgs at the 26 locations, for soil characterization. The soil samples will be collected during drilling for the installation of the Waterloo Membrane Samplers. The soil samples will be analyzed for VOCs using the EPA Method 8260 and total petroleum hydrocarbon (TPH) in gasoline range, diesel range, and motor oil range (TPH-G, TPH-D, TPH-MO) using the EPA Method 8015.
- Grab groundwater sampling at four locations (Figure 3), for verifying the presence/absence of groundwater impact. The four locations were tentatively selected near the sewer line onsite. Based on the Phase II ESA report for the Site and the lithology information from the nearby 10153 Folsom Blvd site, it is expected sonic drilling will be required for the drilling for groundwater sampling. The groundwater samples will be analyzed for VOCs (EPA Method 8260), TPH-G, TPH-D, TPH-MO (EPA Method

Page 4

8015).

- Profiling, transportation, and disposal of investigation-derived wastes (IDW) from the drilling activities above. It is assumed the IDW is non-hazardous.

Task 4 – Offsite Indoor Air Sampling

This task includes performing two rounds of indoor air sampling at the two businesses west of the Site: the Acupuncture clinic, and the H&H Tire (Figure 2). Since the buildings are small, two indoor and one outdoor (background) ambient air samples are assumed for each building. It is assumed the air samples would be 24-hour samples for initial screening purpose. Building survey will be conducted prior to the air sampling. The samples will be collected in six liter Summa Canisters and analyzed for VOCs using the EPA Method TO-15. The sampling will occur in summer and winter seasons.

Task 5 – Investigation Report

Tetra Tech will prepare a report documenting the field activities and sampling results. Recommendations for next steps will be included.

Task 6 – Cleanup Work Plan

Similar to the procedure for the nearby 10153 Folsom Blvd site, the RWQCB will likely require a Cleanup Work Plan for subsequent cleanup activities for the Site. It is expected the cleanup activities would include removal of the sewer line and the associated impacted soil, if any. Other cleanup activities may also be needed, depending on investigation results.

This task includes the preparation of the Cleanup Work Plan, but does not include implementation of the work plan, because the scope of work for the cleanup activities will depend on the investigation results and RWQCB's review.

Task 7 – Project Management

This task includes project management, such as meetings with the City and the RWQCB.

Assumptions:

- The proposed scope of work reflects the activities the RWQCB will likely require once the oversight agreement is established. The scope of work may be refined after RWQCB's review of the Investigation Work Plan. Only actual work performed will be billed.
- This project is not a prevailing wage job.
- The RWQCB will allow the use of Waterloo Membrane Samplers.
- The IDW is non-hazardous.
- Three air samples (two indoor air and one outdoor air) for each of the two buildings/businesses.
- The City's attorney will lead the development of the access agreements, supported by Tetra Tech.

Page 5

Schedule

Work will start upon receiving written approval of the proposal from the City. The expected schedule is as follows:

- Task 1:
 - Development of Investigation Work Plan: 3 – 4 weeks
 - RWQCB Review and Finalization of Investigation Work Plan: 4 – 6 weeks, depending on RWQCB's schedule.
 - Access agreements: 2 months, depending on City attorney's schedule and property owners' responses. Can be performed in parallel with Tasks 2-3.
- Tasks 2-3: 8 weeks
- Task 4: each round of sampling and analysis technically takes approximately 3 weeks (2 days of sampling and 2 weeks of lab analysis). Schedule of this task depends on access agreement status and coordination with property owners/tenants for sampling schedule.

Budget

Work will be performed on time and material basis. Based on the scope of work described Tetra Tech established a budget estimate of **\$156,944**. Please see cost breakdown at the end of the proposal.

Authorization

Please forward applicable contracting document to betty.li@tetrattech.com.

Closure

Thank you for the opportunity to submit this proposal. Please contact Betty Li at (916) 853-4525 should you have questions about the proposed scope of work, schedule, or budget estimate.

Sincerely,
Tetra Tech



Betty Li
Senior Environmental Engineer /
Operations Manager



Roy Marroquin
West Coast Regional Manager



PROJECT SUMMARY

10-Aug-22

Crossings at Woodberry - Rancho Cordova
City of Rancho Cordova

Attention: Mr. Stefan Heisler

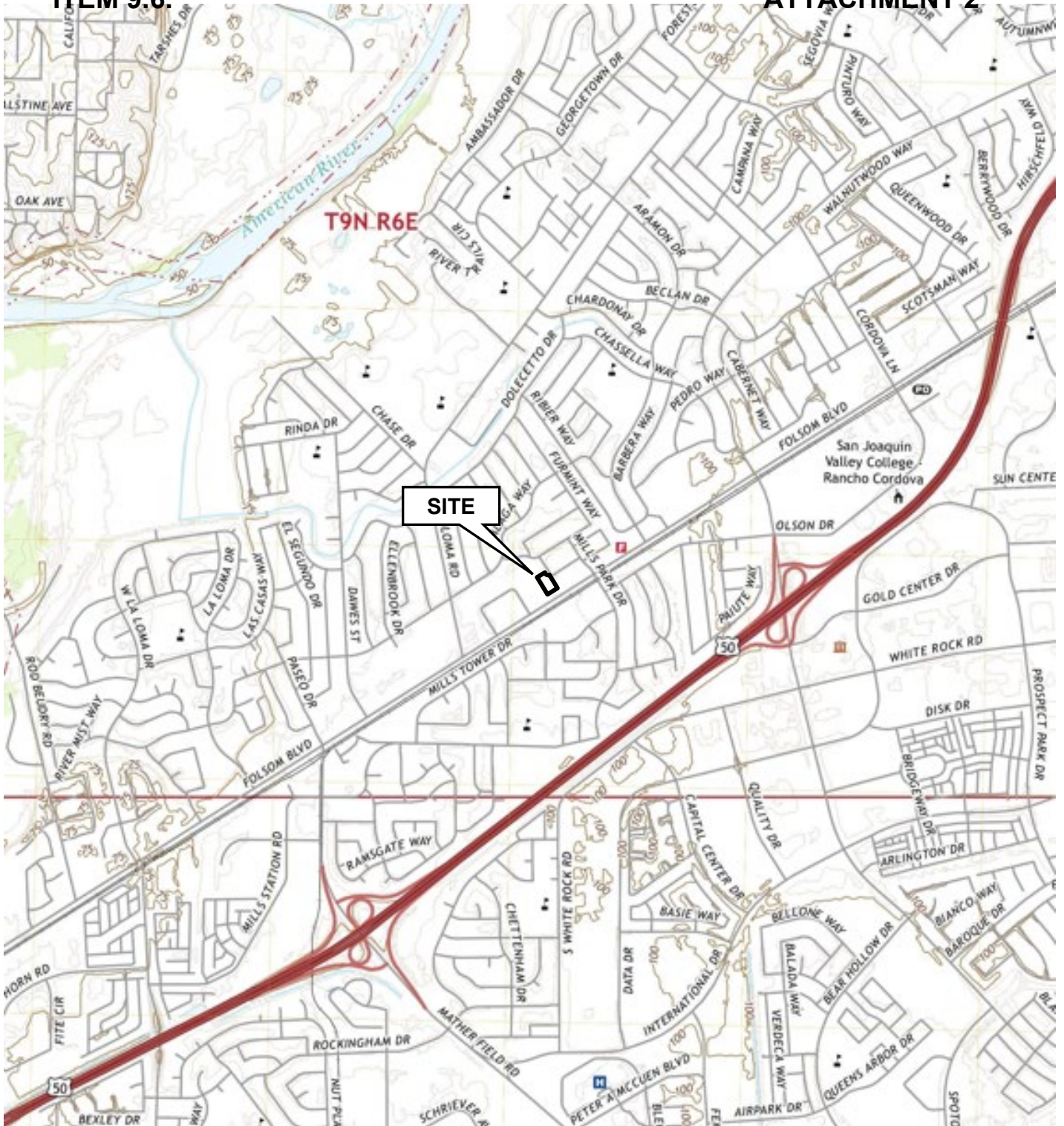
ATTACHMENT 2

Page 1 of 1

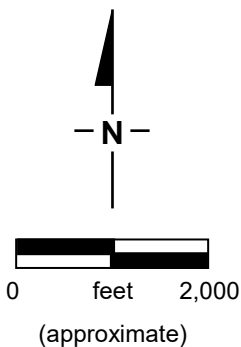
Phases / Tasks		Project Total		Task 1 - Investigation Work Plan and Access Agreement Support		Task 2 - Utility Survey and Pre-Field Preparation		Task 3 - Sampling and Analysis of Soil, Soil Gas, and Groundwater		Task 4 - Offsite Indoor Air Sampling		Task 5 - Investigation Report		Task 6 - Cleanup Workplan		Task 7 - Project Management	
		469 hrs	\$ 156,943.78														
Tetra Tech Labor	Hrly Rate	Tot Est. Hrs	Total Est. Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Senior Engineer/ B. Li	\$196.00	69.0	\$ 13,524.00	16.0	\$ 3,136.00	2.0	\$ 392.00	-	\$ -	2.0	\$ 392.00	8.0	\$ 1,568.00	28.0	\$ 5,488.00	13.0	\$ 2,548.00
Health & Safety	\$107.00	3.0	\$ 321.00	-	\$ -	3.0	\$ 321.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Construction Mgr/K. Hoodard	\$178.00	128.0	\$ 22,784.00	14.0	\$ 2,492.00	11.0	\$ 1,958.00	12.0	\$ 2,136.00	8.0	\$ 1,424.00	10.0	\$ 1,780.00	60.0	\$ 10,680.00	13.0	\$ 2,314.00
Staff Geologist	\$109.00	218.0	\$ 23,762.00	8.0	\$ 872.00	22.0	\$ 2,398.00	106.0	\$ 11,554.00	24.0	\$ 2,616.00	18.0	\$ 1,962.00	40.0	\$ 4,360.00	-	\$ -
Professional Geologist/G. Kuhl	\$131.00	18.0	\$ 2,358.00	4.0	\$ 524.00	-	\$ -	-	\$ -	2.0	\$ 262.00	4.0	\$ 524.00	8.0	\$ 1,048.00	-	\$ -
Principnal Hydrogeologist/S. Carlton	\$206.00	14.0	\$ 2,884.00	6.0	\$ 1,236.00	-	\$ -	-	\$ -	-	\$ -	4.0	\$ 824.00	4.0	\$ 824.00	-	\$ -
Graphics	\$134.00	14.0	\$ 1,876.00	4.0	\$ 536.00	-	\$ -	-	\$ -	2.0	\$ 268.00	-	\$ -	8.0	\$ 1,072.00	-	\$ -
Admin/Billing	\$90.00	5.0	\$ 450.00	2.0	\$ 180.00	-	\$ -	-	\$ -	1.0	\$ 90.00	-	\$ -	2.0	\$ 180.00	-	\$ -
Subtotal Tetra Tech Labor		469.0 hrs	\$ 67,959.00	54.0	\$ 8,976.00	38.0	\$ 5,069.00	118.0	\$ 13,690.00	39.0	\$ 5,052.00	44.0	\$ 6,658.00	150.0	\$ 23,652.00	26.0	\$ 4,862.00
--Total Tetra Tech Labor			\$ 67,959.00		\$ 8,976.00		\$ 5,069.00		\$ 13,690.00		\$ 5,052.00		\$ 6,658.00		\$ 23,652.00		\$ 4,862.00
Subcontractors		Total Est. Cost		Cost		Cost		Cost		Cost		Cost		Cost		Cost	
GPRS		\$ 2,500.00		\$ -		\$ 2,500.00		\$ -		\$ -		\$ -		\$ -		\$ -	
TEG Norcal		\$ 18,100.00		\$ -		\$ -		\$ 18,100.00		\$ -		\$ -		\$ -		\$ -	
Eurofins Air Toxics		\$ 15,690.00		\$ -		\$ -		\$ 12,750.00		\$ 2,940.00		\$ -		\$ -		\$ -	
Pace Analytical		\$ 14,950.00		\$ -		\$ -		\$ 14,950.00		\$ -		\$ -		\$ -		\$ -	
Sonic Driller		\$ 20,924.00		\$ -		\$ -		\$ 20,924.00		\$ -		\$ -		\$ -		\$ -	
Shoreline		\$ 3,500.00		\$ -		\$ -		\$ 3,500.00		\$ -		\$ -		\$ -		\$ -	
Subtotal Subcontractors		\$ 75,664.00		\$ -		\$ 2,500.00		\$ 70,224.00		\$ 2,940.00		\$ -		\$ -		\$ -	
Markup		\$ 7,566.40		10.00%		\$ 250.00		\$ 7,022.40		\$ 294.00							
--Total Subcontractors		\$ 83,230.40		\$ -		\$ 2,750.00		\$ 77,246.40		\$ 3,234.00		\$ -		\$ -		\$ -	
Travel		Total Est. Cost		Cost		Cost		Cost		Cost		Cost		Cost		Cost	
Mileage		\$ 56.25		\$ -		\$ 12.50		\$ 43.75		\$ -		\$ -		\$ -		\$ -	
Subtotal Travel		\$ 56.25		\$ -		\$ 12.50		\$ 43.75		\$ -		\$ -		\$ -		\$ -	
Markup		\$ 5.63		10.00%		\$ 1.25		\$ 4.38									
--Total Travel		\$ 61.88		\$ -		\$ 13.75		\$ 48.13		\$ -		\$ -		\$ -		\$ -	
Other Direct Costs		Total Est. Cost		Cost		Cost		Cost		Cost		Cost		Cost		Cost	
Field Supplies		\$ 15.00		\$ -		\$ 15.00		\$ -		\$ -		\$ -		\$ -		\$ -	
Field Equipment Rental		\$ 1,760.00		\$ -		\$ -		\$ 1,760.00		\$ -		\$ -		\$ -		\$ -	
Subtotal Other Direct Costs		\$ 1,775.00		\$ -		\$ 15.00		\$ 1,760.00		\$ -		\$ -		\$ -		\$ -	
Markup		\$ 177.50		10.00%		\$ 1.50		\$ 176.00									
--Total Other Direct Costs		\$ 1,952.50		\$ -		\$ 16.50		\$ 1,936.00		\$ -		\$ -		\$ -		\$ -	
Itemized Fees		Total Est. Cost		Cost		Cost		Cost		Cost		Cost		Cost		Cost	
Well Permit Fee		\$ 3,740.00		\$ -		\$ 3,740.00		\$ -		\$ -		\$ -		\$ -		\$ -	
Subtotal Itemized Fees		\$ 3,740.00		\$ -		\$ 3,740.00		\$ -		\$ -		\$ -		\$ -		\$ -	
--Total Itemized Fees		\$ 3,740.00		\$ -		\$ 3,740.00		\$ -		\$ -		\$ -		\$ -		\$ -	
Project/Task --Total		\$ 156,943.78		\$ 8,976.00		\$ 11,589.25		\$ 92,920.53		\$ 8,286.00		\$ 6,658.00		\$ 23,652.00		\$ 4,862.00	
PROJECT Total		\$ 156,943.78															

ITEM 9.6.

ATTACHMENT 2



SOURCE: Carmichael Quadrangle, California – Sacramento County, 7.5-Minute Series, 2022.



TITLE: Site Location Map			
LOCATION: Razed Commercial Property – APN 057-22-221 10447 Folsom Boulevard/2738 Woodberry Way Rancho Cordova, California			
 TETRA TECH	CHECKED:	BL	FIGURE: 1
	DRAFTED:	KDH	
	PROJECT:	117-9040003	
	DATE:	06-13-22	

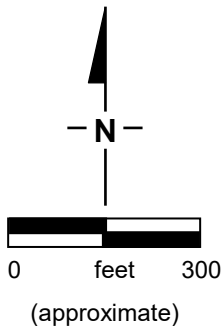
ITEM 9.6.

ATTACHMENT 2



SOURCE: Google Earth Pro, Imagery Date 5/10/18.

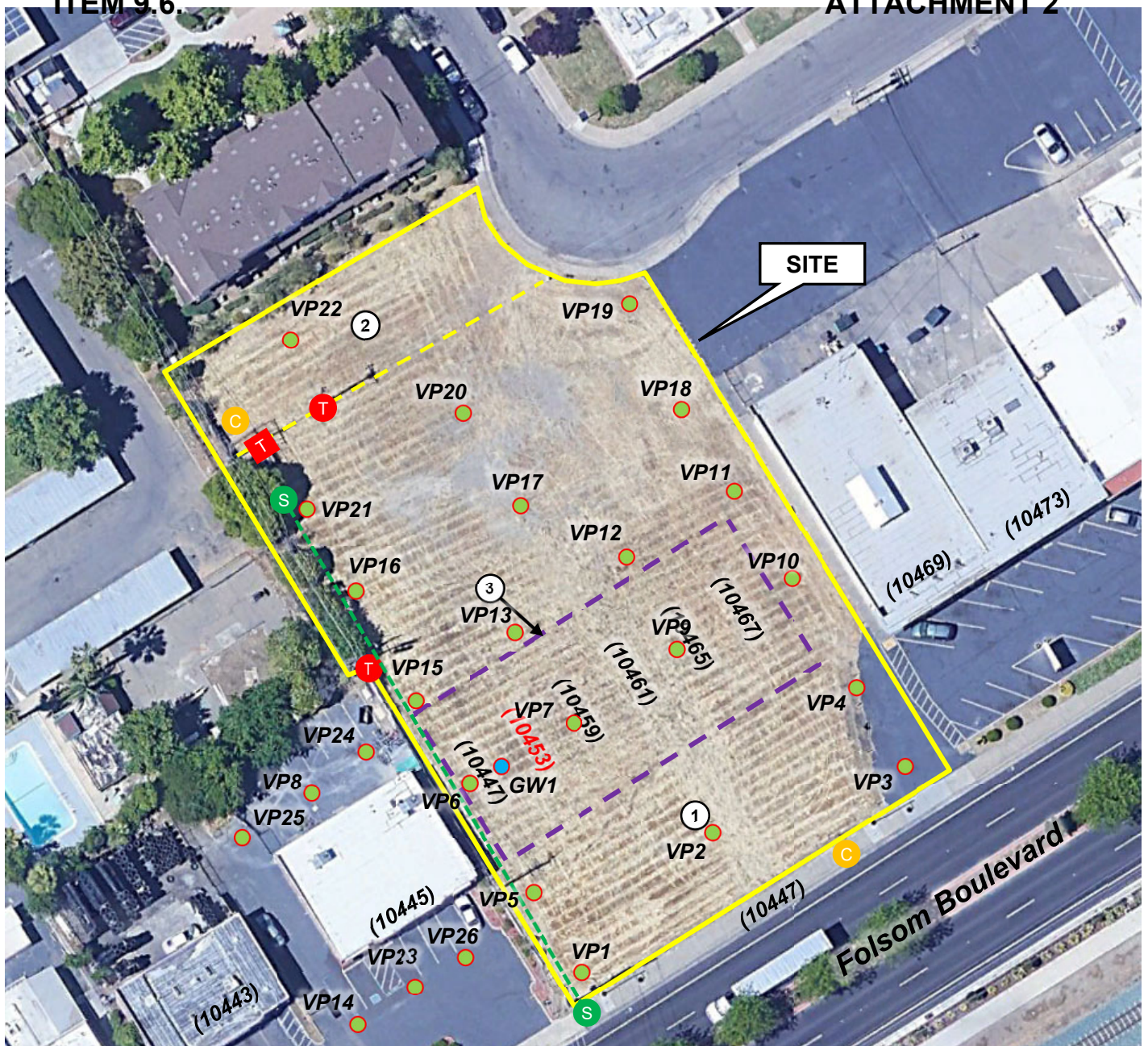
- | | |
|---|---|
| 1. The Property – 10447 Folsom Boulevard/2738 Woodberry Way | 15. Residential – Single Family |
| 2. 10445 Folsom Blvd – Acupuncture Clinic | 16. Residential – Multi-Family |
| 3. 10443 Folsom Blvd – H&H Tire (former LUST) | 17. Commercial – Vacant |
| 4. 10437 Folsom Blvd - Vacant | 18. 2828 Woodberry Way – Mills Park Professional Center |
| 5. 10433 Folsom Blvd – Sunrise Waffle | |
| 6. 10427 Folsom Blvd – El Favorito Taqueria | |
| 7. 10469 Folsom Blvd – Cordova Food & Liquor | |
| 8. 10473 Folsom Blvd – Kickboxing Filipino Martial Arts | |
| 9. 10477 Folsom Blvd – King & Queen Fashion, 10479/10481 Folsom Blvd (Vacant) | |
| 10. 10485 Folsom Blvd – Swift & Safe (#A)/Cell Phones (#B – vacant) | |
| 11. 10487 Folsom Blvd – My Laundry / Estilos Beauty Salon | |
| 12. 10491-93 Folsom Blvd – Monty's Lounge | |
| 13. 10495 Folsom Blvd – Progressive Hair Salon | |
| 14. 2728 Woodberry – Mexican Market | |



TITLE: Site Vicinity Map			
LOCATION: Razed Commercial Property – APN 057-22-221 10447 Folsom Boulevard/2738 Woodberry Way Rancho Cordova, California			
 TETRA TECH	CHECKED:	BL	FIGURE: 2
	DRAFTED:	KDH	
	PROJECT:	117-9040003	
	DATE:	06-13-22	

ITEM 9.6.

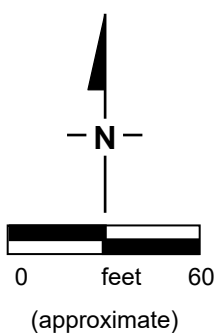
ATTACHMENT 2



SOURCE: Google Earth Pro, Imagery Date 5/10/18.

1. The Property – 10447 Folsom Boulevard (former commercial building)
 2. The Property – 2738 Woodberry Way (portion of former apartment building)
 3. Former Commercial Building (10447 – 10467 Folsom Blvd)
- 10453 – Former Dry Cleaner/Cordova Vacuum & Sew
(address locations approximate within building footprint)

- T Pole-mounted transformers
- T Pad-mounted electrical transformer/Switchgear Cage
- S Sanitary Sewer Access
- Assumed Sanitary Sewer Line
- C Pacific Bell Communications Access
- VP1 Proposed Waterloo Membrane Sampler (5'/15')
- GW1 Proposed Grab Groundwater Sample (60-75')



TITLE:		Site Plan – Proposed Sample Locations	
LOCATION:		Razed Commercial Property – APN 057-22-221 10447 Folsom Boulevard/2738 Woodberry Way Rancho Cordova, California	
	CHECKED:	BL	FIGURE: 3
	DRAFTED:	KDH	
	PROJECT:	117-9040003	
	DATE:	06-13-22	

EXHIBIT B
COMPENSATION SCHEDULE



PROJECT SUMMARY

10-Aug-22

Crossings at Woodberry - Rancho Cordova
City of Rancho Cordova

Attention: Mr. Stefan Heisler

ATTACHMENT 2

Page 1 of 1

Phases / Tasks		Project Total		Task 1 - Investigation Work Plan and Access Agreement Support		Task 2 - Utility Survey and Pre-Field Preparation		Task 3 - Sampling and Analysis of Soil, Soil Gas, and Groundwater		Task 4 - Offsite Indoor Air Sampling		Task 5 - Investigation Report		Task 6 - Cleanup Workplan		Task 7 - Project Management	
		469 hrs	\$ 156,943.78														
Tetra Tech Labor	Hrly Rate	Tot Est. Hrs	Total Est. Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Senior Engineer/ B. Li	\$196.00	69.0	\$ 13,524.00	16.0	\$ 3,136.00	2.0	\$ 392.00	-	\$ -	2.0	\$ 392.00	8.0	\$ 1,568.00	28.0	\$ 5,488.00	13.0	\$ 2,548.00
Health & Safety	\$107.00	3.0	\$ 321.00	-	\$ -	3.0	\$ 321.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Construction Mgr/K. Hoodard	\$178.00	128.0	\$ 22,784.00	14.0	\$ 2,492.00	11.0	\$ 1,958.00	12.0	\$ 2,136.00	8.0	\$ 1,424.00	10.0	\$ 1,780.00	60.0	\$ 10,680.00	13.0	\$ 2,314.00
Staff Geologist	\$109.00	218.0	\$ 23,762.00	8.0	\$ 872.00	22.0	\$ 2,398.00	106.0	\$ 11,554.00	24.0	\$ 2,616.00	18.0	\$ 1,962.00	40.0	\$ 4,360.00	-	\$ -
Professional Geologist/G. Kuhl	\$131.00	18.0	\$ 2,358.00	4.0	\$ 524.00	-	\$ -	-	\$ -	2.0	\$ 262.00	4.0	\$ 524.00	8.0	\$ 1,048.00	-	\$ -
Principal Hydrogeologist/S. Carlton	\$206.00	14.0	\$ 2,884.00	6.0	\$ 1,236.00	-	\$ -	-	\$ -	-	\$ -	4.0	\$ 824.00	4.0	\$ 824.00	-	\$ -
Graphics	\$134.00	14.0	\$ 1,876.00	4.0	\$ 536.00	-	\$ -	-	\$ -	2.0	\$ 268.00	-	\$ -	8.0	\$ 1,072.00	-	\$ -
Admin/Billing	\$90.00	5.0	\$ 450.00	2.0	\$ 180.00	-	\$ -	-	\$ -	1.0	\$ 90.00	-	\$ -	2.0	\$ 180.00	-	\$ -
Subtotal Tetra Tech Labor		469.0 hrs	\$ 67,959.00	54.0	\$ 8,976.00	38.0	\$ 5,069.00	118.0	\$ 13,690.00	39.0	\$ 5,052.00	44.0	\$ 6,658.00	150.0	\$ 23,652.00	26.0	\$ 4,862.00
--Total Tetra Tech Labor			\$ 67,959.00		\$ 8,976.00		\$ 5,069.00		\$ 13,690.00		\$ 5,052.00		\$ 6,658.00		\$ 23,652.00		\$ 4,862.00
Subcontractors		Total Est. Cost		Cost		Cost		Cost		Cost		Cost		Cost		Cost	
GPRS		\$ 2,500.00		\$ -		\$ 2,500.00		\$ -		\$ -		\$ -		\$ -		\$ -	
TEG Norcal		\$ 18,100.00		\$ -		\$ -		\$ 18,100.00		\$ -		\$ -		\$ -		\$ -	
Eurofins Air Toxics		\$ 15,690.00		\$ -		\$ -		\$ 12,750.00		\$ 2,940.00		\$ -		\$ -		\$ -	
Pace Analytical		\$ 14,950.00		\$ -		\$ -		\$ 14,950.00		\$ -		\$ -		\$ -		\$ -	
Sonic Driller		\$ 20,924.00		\$ -		\$ -		\$ 20,924.00		\$ -		\$ -		\$ -		\$ -	
Shoreline		\$ 3,500.00		\$ -		\$ -		\$ 3,500.00		\$ -		\$ -		\$ -		\$ -	
Subtotal Subcontractors		\$ 75,664.00		\$ -		\$ 2,500.00		\$ 70,224.00		\$ 2,940.00		\$ -		\$ -		\$ -	
Markup		\$ 7,566.40	10.00%			\$ 250.00		\$ 7,022.40		\$ 294.00							
--Total Subcontractors		\$ 83,230.40		\$ -		\$ 2,750.00		\$ 77,246.40		\$ 3,234.00		\$ -		\$ -		\$ -	
Travel		Total Est. Cost		Cost		Cost		Cost		Cost		Cost		Cost		Cost	
Mileage		\$ 56.25		\$ -		\$ 12.50		\$ 43.75		\$ -		\$ -		\$ -		\$ -	
Subtotal Travel		\$ 56.25		\$ -		\$ 12.50		\$ 43.75		\$ -		\$ -		\$ -		\$ -	
Markup		\$ 5.63	10.00%			\$ 1.25		\$ 4.38									
--Total Travel		\$ 61.88		\$ -		\$ 13.75		\$ 48.13		\$ -		\$ -		\$ -		\$ -	
Other Direct Costs		Total Est. Cost		Cost		Cost		Cost		Cost		Cost		Cost		Cost	
Field Supplies		\$ 15.00		\$ -		\$ 15.00		\$ -		\$ -		\$ -		\$ -		\$ -	
Field Equipment Rental		\$ 1,760.00		\$ -		\$ -		\$ 1,760.00		\$ -		\$ -		\$ -		\$ -	
Subtotal Other Direct Costs		\$ 1,775.00		\$ -		\$ 15.00		\$ 1,760.00		\$ -		\$ -		\$ -		\$ -	
Markup		\$ 177.50	10.00%			\$ 1.50		\$ 176.00									
--Total Other Direct Costs		\$ 1,952.50		\$ -		\$ 16.50		\$ 1,936.00		\$ -		\$ -		\$ -		\$ -	
Itemized Fees		Total Est. Cost		Cost		Cost		Cost		Cost		Cost		Cost		Cost	
Well Permit Fee		\$ 3,740.00		\$ -		\$ 3,740.00		\$ -		\$ -		\$ -		\$ -		\$ -	
Subtotal Itemized Fees		\$ 3,740.00		\$ -		\$ 3,740.00		\$ -		\$ -		\$ -		\$ -		\$ -	
--Total Itemized Fees		\$ 3,740.00		\$ -		\$ 3,740.00		\$ -		\$ -		\$ -		\$ -		\$ -	
Project/Task --Total		\$ 156,943.78		\$ 8,976.00		\$ 11,589.25		\$ 92,920.53		\$ 8,286.00		\$ 6,658.00		\$ 23,652.00		\$ 4,862.00	
PROJECT Total		\$ 156,943.78															

5039343.1

MEMORANDUM



ITEM 9.7.

DATE: September 19, 2022
TO: Honorable Mayor and Council Members
FROM: Elizabeth Sparkman, Community Development Director
Dalia Fadl, Principal Engineer
SUBJECT: **A RESOLUTION DECLARING THE RESULTS OF A MAIL BALLOT ELECTION RELATING TO THE IMPOSITION OF THE ANNUAL STORMWATER UTILITY FEE FOR A PORTION OF THE RANCH PROJECT IN THE CITY OF RANCHO CORDOVA**

RECOMMENDATION

Adopt the Resolution declaring the results of the mail ballot election relating to the imposition of the Annual Stormwater Utility Fee for a portion of the Ranch project.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would declare the results of the ballot tabulation in connection with the imposition of the annual Stormwater Utility Fee for a portion of the Ranch project. Since majority approval exists, the City Council may impose the annual Stormwater Utility Fee on a portion of the Ranch project pursuant to the Fee Ordinance.

BACKGROUND

The City Council previously adopted a Resolution on November 15, 2021 declaring its intention to impose the annual Stormwater Utility Fee ("Fee") pursuant to Ordinance No. 7-2014 on a portion of the Ranch project. A protest hearing was conducted on September 6, 2022, at which time no written protest was received from the property owners representing a majority of the parcels subject to the Fee. Council then adopted a Resolution authorizing the mailing of property owner ballots for the purpose of submitting the Fee to a vote of the owners, subject to the Fee.

The Clerk has tabulated the ballots returned by the property owners for a portion of the Ranch project. The majority vote of the owners of the parcels approved imposing the annual Fee on a portion of the Ranch project pursuant to the Ordinance. The Council action tonight is to adopt the Resolution declaring the results of the mail ballot election.

FISCAL IMPACT AND FUNDING SOURCE

There is no impact to the City's General Fund.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution
3. Exhibit B to the Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DECLARING THE RESULTS OF A MAIL BALLOT ELECTION RELATING TO THE IMPOSITION OF THE ANNUAL STORMWATER UTILITY FEE FOR A PORTION OF THE RANCH PROJECT IN THE CITY OF RANCHO CORDOVA

WHEREAS, on November 15, 2021, the City Council adopted a Resolution declaring its intention to impose the Annual Stormwater Utility Fee ("Fee") for a portion of the Ranch project; and

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

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

WHEREAS, before imposing the Fee, the City Council is required to hold a noticed public hearing on a written report (the "Written Report") containing a description of each parcel of real property within the City to which the Fee is applicable and the amount of the Fee for each such parcel for Fiscal Year 2022-2023 and to consider protests to the Fee and, if a majority protest is not received at the public hearing, the Council must submit the question of the imposition of the Fee to a vote of the owners of the property subject to the proposed Fee for approval before the proposed Fee may be levied; and

WHEREAS, in accordance with Proposition 218 the City Council held a duly noticed public hearing on the matter of the Written Report and the proposed Fee on September 6, 2022 and took testimony, both written and oral; and

WHEREAS, having determined a written protest was not received from property owners representing a majority of the parcels subject to the Fee, the City Council adopted a Resolution authorizing the mailing of the property owner ballots (the "Ballot Measure") for the purpose of submitting the Fee to a vote of the owners of parcels subject to the Fee, and subject to approval by a majority vote of the owners of parcel subject to the Fee; and

WHEREAS, pursuant to the terms of Ordinance No. 7-2014 and the unanimous consent of the property owner, the Property Owner Balloting was conducted and completed, and the City Clerk has on file a Certificate of the City Clerk as to the Results of the Canvass of the Ballot Return in Connection with the Proposed Stormwater Utility Fee (the "Certificate"), a copy of which is attached hereto as Exhibit B and by this reference incorporated herein.

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

1. The above recitals are true and correct.
2. The Certificate is hereby accepted into the records of the City.
3. The Ballot Measure is authorized as set forth in Exhibit A attached hereto and by this

ITEM 9.7.

ATTACHMENT 1

reference incorporated herein.

4. The results of the Ballot Measure are as set forth in the Certificate on file with the City Clerk and attached to this Resolution as Exhibit B ("Certificate").
5. The City Clerk is authorized to declare the results of the mail ballot election relating to the imposition of the Stormwater Utility fee on a portion of the Ranch project.
6. Pursuant to said Certificate, the Ballot Measure submitted was approved by a majority vote of the owner of parcels subject to the Fee. The Fee is hereby imposed pursuant to Ordinance No. 7-2014 on the project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 19th day of September 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

Rancho Cordova Stormwater Utility Fee – Official Property Owner Ballot

The person completing and submitting this Property Owner Ballot must be the owner of the property identified above or the representative of the owner of such property who is legally authorized to complete and submit this ballot for and on behalf of the owner. The enclosed "Summary of Property Owner Ballot Procedures" has been provided to assist you in filling out the ballot. If there are two or more property owners, only one needs to sign and return the ballot. One ballot will be counted per property.

Assessor's Parcel Numbers: 067-2410-001, 067-2410-002, 067-2410-003, 067-2410-006, 067-2410-007, 067-2410-008, 067-2420-003, 067-2420-004, 067-2420-005, 067-2420-006
Property Address: Chrysanthy and Rancho Cordova Parkway.
Designation: Vacant Land
Total Parcel(s) Area (acres): 99.03

Assessor's Parcel Numbers: 067-2410-001, 067-2410-002, 067-2410-003, 067-2410-006, 067-2410-007, 067-2410-008, 067-2420-003, 067-2420-004, 067-2420-005, 067-2420-006

Owner Name: K.HOVNANIAN AT JAEGER RANCH, LLC

Proposed Maximum FY 2022-2023 Annual Fee Amount: \$143.40 per DMU

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

☒ **YES** I support the proposed annual Stormwater Utility Fee

☐ **NO** I oppose the proposed annual Stormwater Utility Fee

I hereby declare, under penalty of perjury under the laws of the State of California, that I am the owner, or the authorized representative of the owner, of the parcel identified above. Your ballot will not be counted if you do not sign below.

8/8/22
Date

Timothy J Colliso
Printed Name

[Signature]
Signature

Vote

If approved by a majority of the returned ballots, the proposed maximum annual Storm Drain User Fee rate for FY 2022-2023 will be \$143.40 per Drainage Measurement Unit (DMU). The maximum rate per DMU will increase annually by the amount of the increase of the CPI. However, each year the City Council will hold a public hearing and determine the actual rate per DMU that will be charged. At the annual public hearing, the City Council will set the actual rate for the next year, which would be equal to or less than the annual maximum rate. The Council may decide to reduce the rate or set the rate to \$0 per DMU in any fiscal year.

Please mark your ballot in ink and return the entire page.

Upon completion, fold the ballot, place it in the addressed, return envelope and seal the envelope. Pursuant to the enclosed instructions, mail the ballot to the address shown on the return envelope, or deliver to the City Clerk at City Hall located at 1:30 p.m. Tuesday, August 16, 2022.

Return to:

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

SUMMARY OF PROPERTY OWNER BALLOT PROCEDURES

If you are the owner, or the authorized representative of the owner, of the property described on the enclosed Property Owner Ballot, you may submit the enclosed Property Owner Ballot to the City to support or oppose the proposed annual Stormwater Utility Fee. Complete Property Owner Balloting Procedures are on file at the City Clerk's office. Please follow the instructions below to complete and return your Property Owner Ballot.

1. Mark your vote on the enclosed Property Owner Ballot by placing an "X" in the appropriate box.
2. Mark, sign and date your Property Owner Ballot in ink. Property Owner Ballots received without a signature will not be counted. Do not use pencil.
3. Place your ballot in an envelope and seal the envelope.
4. Property Owner Ballots may be mailed or hand delivered to the City Clerk's office at 2729 Prospect Park Drive, Rancho Cordova, CA 95670.
5. The City **MUST** receive all Property Owner Ballots before 1:30 p.m. Tuesday, August 16, 2022. Any Property Owner Ballot received after this time cannot legally be counted. **Postmarks will not be accepted, and ballots received after the deadline will not be counted.** (Property Owner Ballots may be delivered to the City Clerk prior to this date and time during normal business hours.)
6. The tabulation of Property Owner Ballots will be performed by the City Clerk after 1:30 p.m. on Tuesday, August 16, 2022.
7. The City Clerk shall not disclose the contents of any ballot in such a way as to identify how a property owner voted until the ballots become public record.
8. The City Council may establish the annual Stormwater Utility Fee only if a majority of the Property Owner Ballots returned are in favor of the Fee.
9. If more than a majority of the Property Owner Ballots returned are opposed to the Fee, then the annual Stormwater Utility Fee will not be imposed.

The City of Rancho Cordova complies with the Americans with Disabilities Act. If you are a qualified individual with a disability and need assistance with completing or returning the enclosed ballot, please contact the City Clerk's office at (916) 851-8720.

The information in this notice and the accompanying materials were compiled and are distributed at public expense by the City of Rancho Cordova in compliance with Article XIID of the California Constitution. This information is presented in the public interest. It is not intended to influence or attempt to influence the actions of the voters to vote "yes" or "no" on the enclosed Property Owner Ballot.

**RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 31
THE RANCH PROJECT
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA**

OFFICIAL SPECIAL TAX BALLOT (ELECTIONS CODE §4000)

The person completing and submitting this Property Owner Ballot must be the owner of the property identified above or the representative of the owner of such property who is legally authorized to complete and submit this ballot for and on behalf of the owner. The enclosed "Summary of Property Owner Ballot Procedures" has been provided to assist you in filling out the ballot. If there are two or more property owners, only one needs to sign and return the ballot.

Assessor's Parcel Numbers: 067-2420-002, 067-2410-004, 067-2410-005

Property Address: Chrysanthy and Rancho Cordova Parkway.

Designation: Vacant Land

Total Parcel(s) Area (acres): 33.42

Assessor's Parcel Numbers: 067-2420-002, 067-2410-004, 067-2410-005

Owner Name: AG EHC II (HOV) CA 1 L.P., a Delaware limited partnership

SPECIAL TAX BALLOT MEASURE

Shall Ordinance No. 21-2021 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 31 of the Rancho Cordova Transit-Related Services Special Tax Area to maintain the present level of transit-related services and provide additional funding for increased transit-related services?

☒ **YES**

☐ **NO**

I hereby declare, under penalty of perjury under the laws of the State of California, that I am the owner, or the authorized representative of the owner, of the parcel identified above. Your ballot will not be counted if you do not sign below.

8/8/22

Date

Steven S. Benson, Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, Authorized Agent of EHC II (HOV) CA 1, L.P. a Delaware limited partnership

Printed Name

Steven S. Benson

Signature

Please mark your ballot in ink and return the entire page.

Upon completion, fold the ballot, place it in the addressed, return envelope and seal the envelope. Pursuant to the enclosed instructions, mail the ballot to the address shown on the return envelope, or deliver to the City Clerk at City Hall located at 1:30 p.m. Tuesday, August 16, 2022.

Return to:

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

This special tax ballot is for the use of the property owner of the parcel identified below, which parcel is located within the proposed Rancho Cordova Transit-Related Services Special Tax Area Zone 31, City of Rancho Cordova, County of Sacramento, State of California. Contact the City Clerk, at (916) 851-8700, if the name set forth below is incorrect or if you are no longer the owner representative of this parcel. This special tax ballot may be used to express either support for, or opposition to, the proposed special tax. In order to be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person.

SUMMARY OF PROPERTY OWNER BALLOT PROCEDURES

1. Mark your vote on the enclosed Property Owner Ballot by placing an "X" in the appropriate box.
2. Mark, sign and date your Property Owner Ballot in ink. Property Owner Ballots received without a signature will not be counted. Do not use pencil.
3. Place your ballot in an envelope and seal the envelope.
4. Property Owner Ballots may be mailed or hand delivered to the City Clerk's office at 2729 Prospect Park Drive, Rancho Cordova, CA 95670.
5. The City **MUST** receive all Property Owner Ballots before by 1:30 p.m. Tuesday, August 16, 2022. Any Property Owner Ballot received after this time cannot legally be counted. **Postmarks will not be accepted, and ballots received after the deadline will not be counted.** (Property Owner Ballots may be delivered to the City Clerk prior to this date and time during normal business hours.)
6. The tabulation of Property Owner Ballots will be performed by the City Clerk after 1:30 p.m. on Tuesday, August 16, 2022.
7. The City Clerk shall not disclose the contents of any ballot in such a way as to identify how a property owner voted until the ballots become public record.
8. The City Council may establish the Rancho Cordova Transit-Related Services Special Tax Area Zone 31 only if a majority of the Property Owner Ballots returned are in favor of the Fee.

The City of Rancho Cordova complies with the Americans with Disabilities Act. If you are a qualified individual with a disability and need assistance with completing or returning the enclosed ballot, please contact the City Clerk's office at (916) 851-8720.

Exhibit B

CERTIFICATE OF THE CITY CLERK AS TO
THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS
IN CONNECTION WITH THE PROPOSED STORMWATER UTILITY FEE
IN THE CITY OF RANCHO CORDOVA

I, Stacy Leitner, City Clerk of the City of Rancho Cordova, hereby certify that I canvassed the returns of the election in connection with the imposition of an annual stormwater utility fee that the day for the return of mailed ballot, December 30, 2021. The election was concluded on that date and that the total number of ballots cast in said election and the total number of votes cast for and against the ballot measure, as specified below, are full, true and correct.

Total of Ballots Received: 2

Total "Yes" Ballots: 2

Total "No" Ballots: 0


Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 12.1.

DATE: September 19, 2022
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
SUBJECT: **PRESENTATION OF THE 2024 BLUEPRINT BY THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS (SACOG)**

RECOMMENDATION

Receive presentation from James Corless, Sacramento Area Council of Governments

RESULT OF RECOMMENDED ACTION

Informational presentation from James Corless, Sacramento Area Council of Governments

BACKGROUND

Sacramento Area Council of Governments (SACOG) will introduce the 2024 Blueprint which will outline recommendations for public land use policy and transportation investment strategies for the Sacramento region for the next 30 years. This plan will lay out a set of strategies for an integrated, multimodal transportation system and a regional land use development pattern that can create a more thriving region that works for all residents. The presentation will highlight how a Triple Bottom Line approach that strives to advance co-equal goals in equity, economy, and environment is imperative to prepare the region to meet the complex growth and mobility challenges we all face in the coming decades. The presentation will also provide an overview of the opportunities SACOG is creating to allow for public and stakeholder involvement in the regional planning process and a glimpse into the many programs SACOG has available or is developing to support public agencies in the implementation of the region's vision for the future.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact.

ATTACHMENT(S)

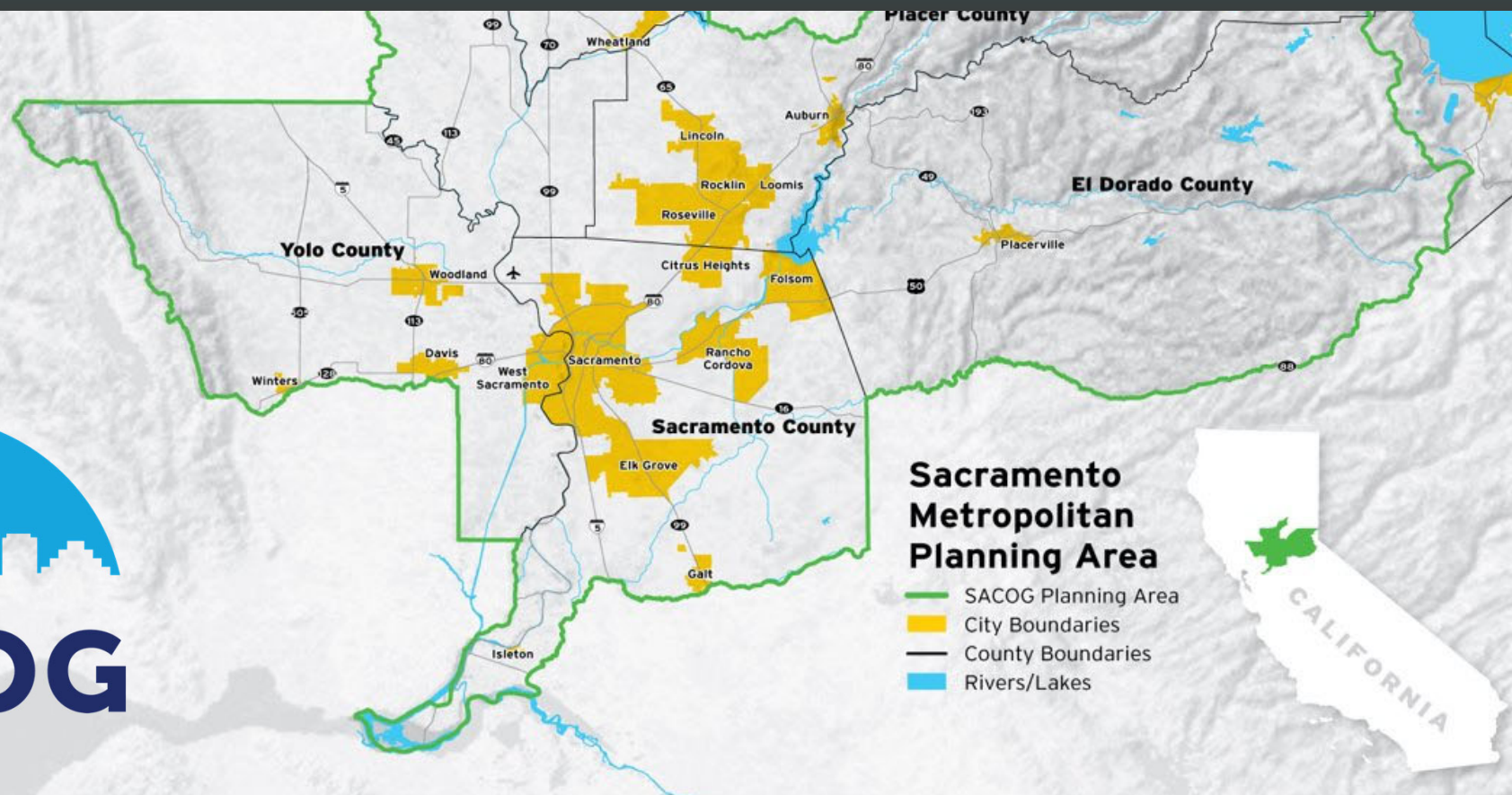
1. Rancho Cordova Local Tour to Boards and Councils



The Big Picture: Long Range Regional Planning

Summer 2022

Sacramento Area Council of Governments

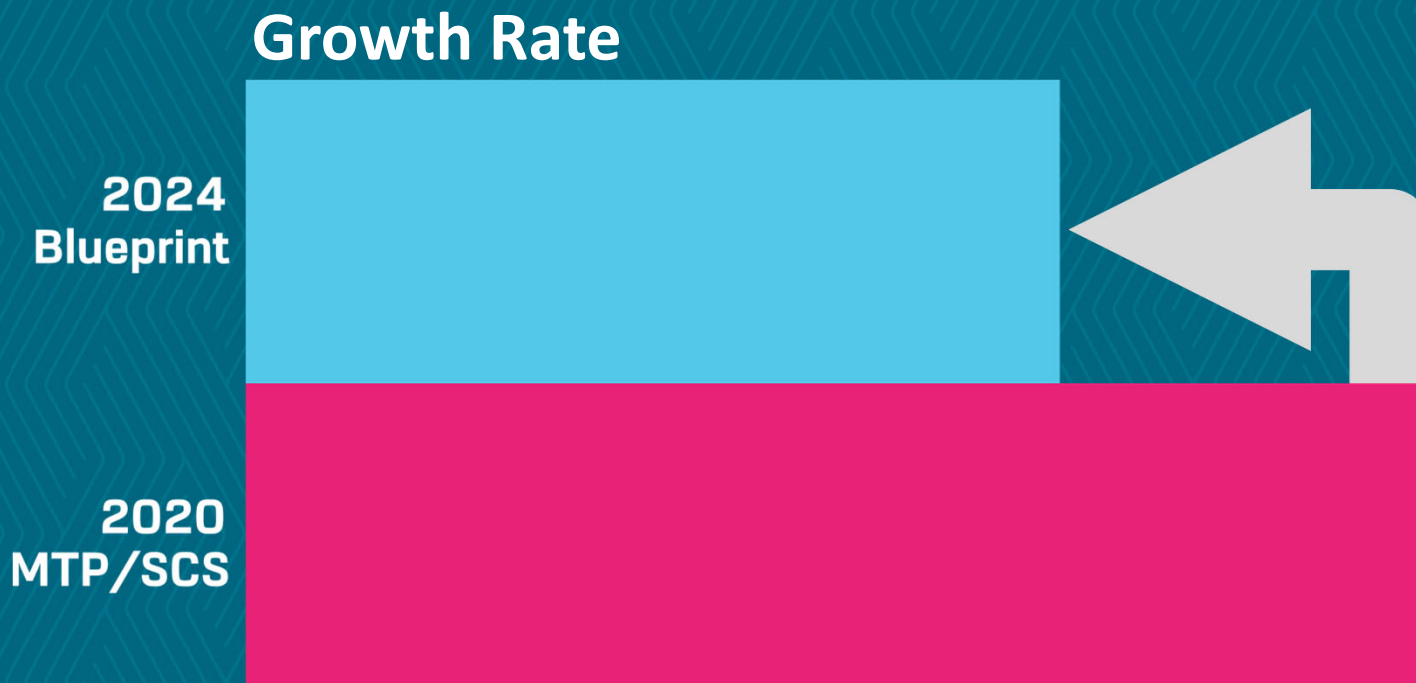




BLUEPRINT

METROPOLITAN TRANSPORTATION PLAN
SUSTAINABLE COMMUNITIES STRATEGY

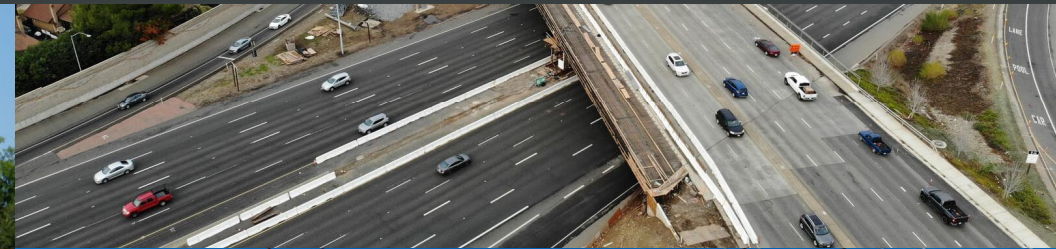
Sacramento Region Growth Forecast



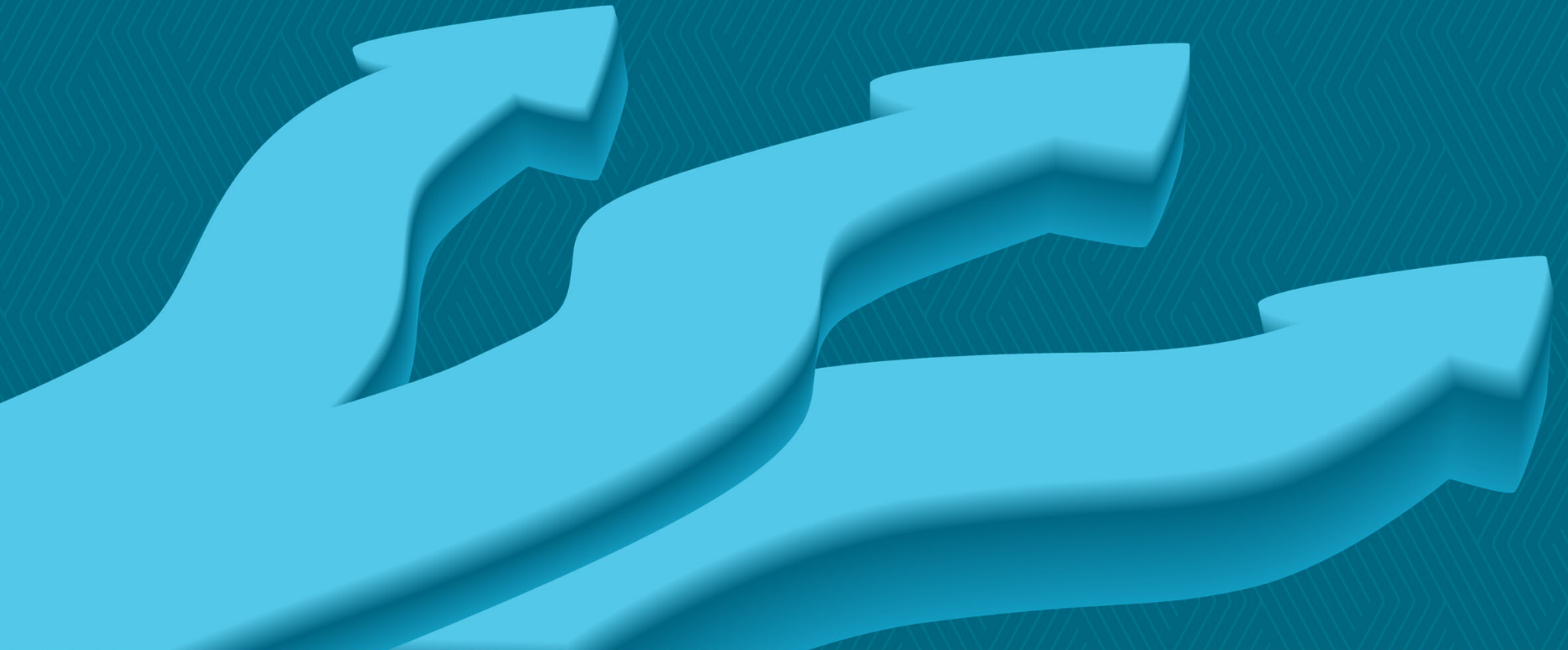
Triple Bottom Line Framework

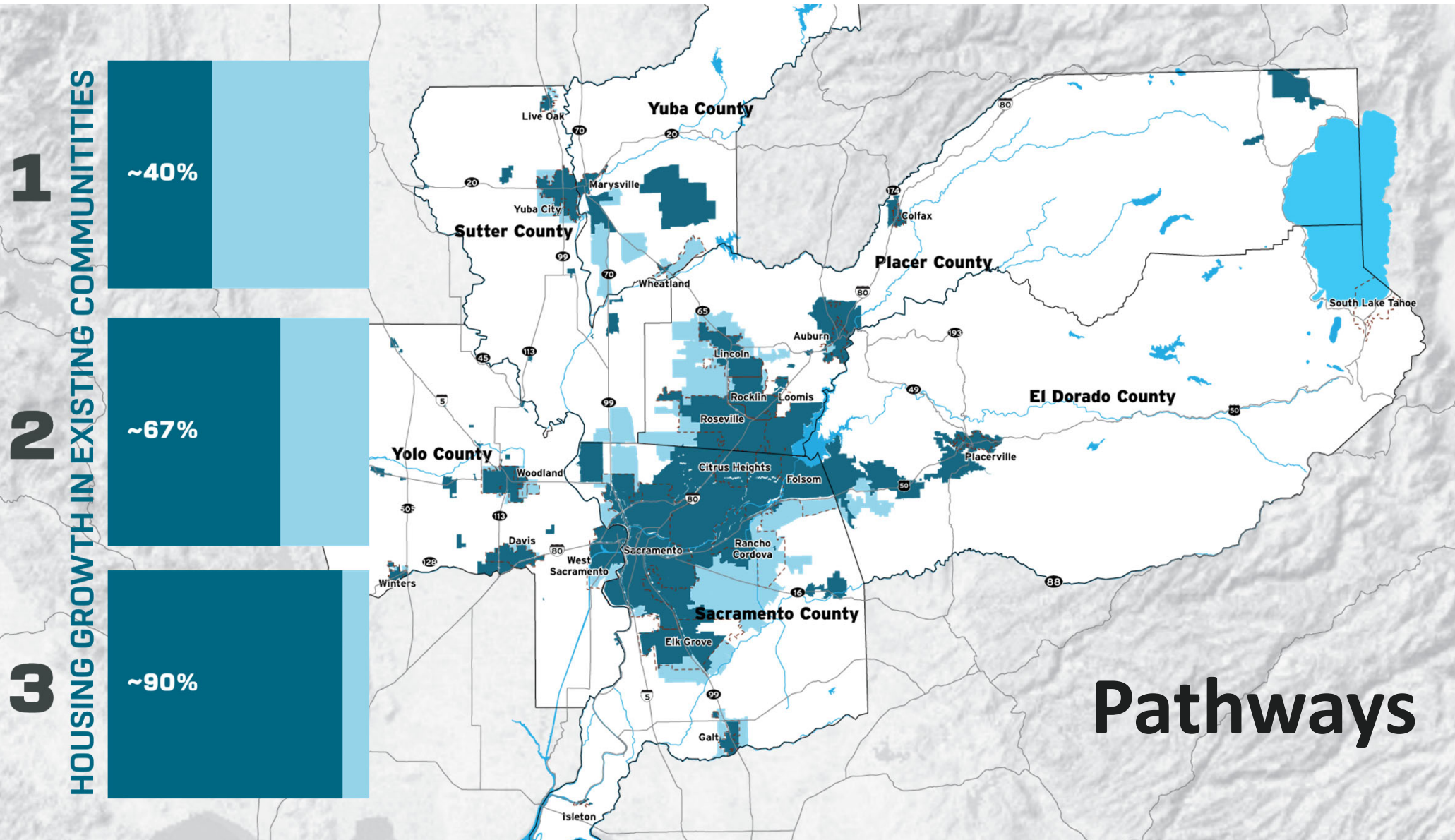


Transportation



Future Pathways





Outreach and Engagement



Timing



2022

2023

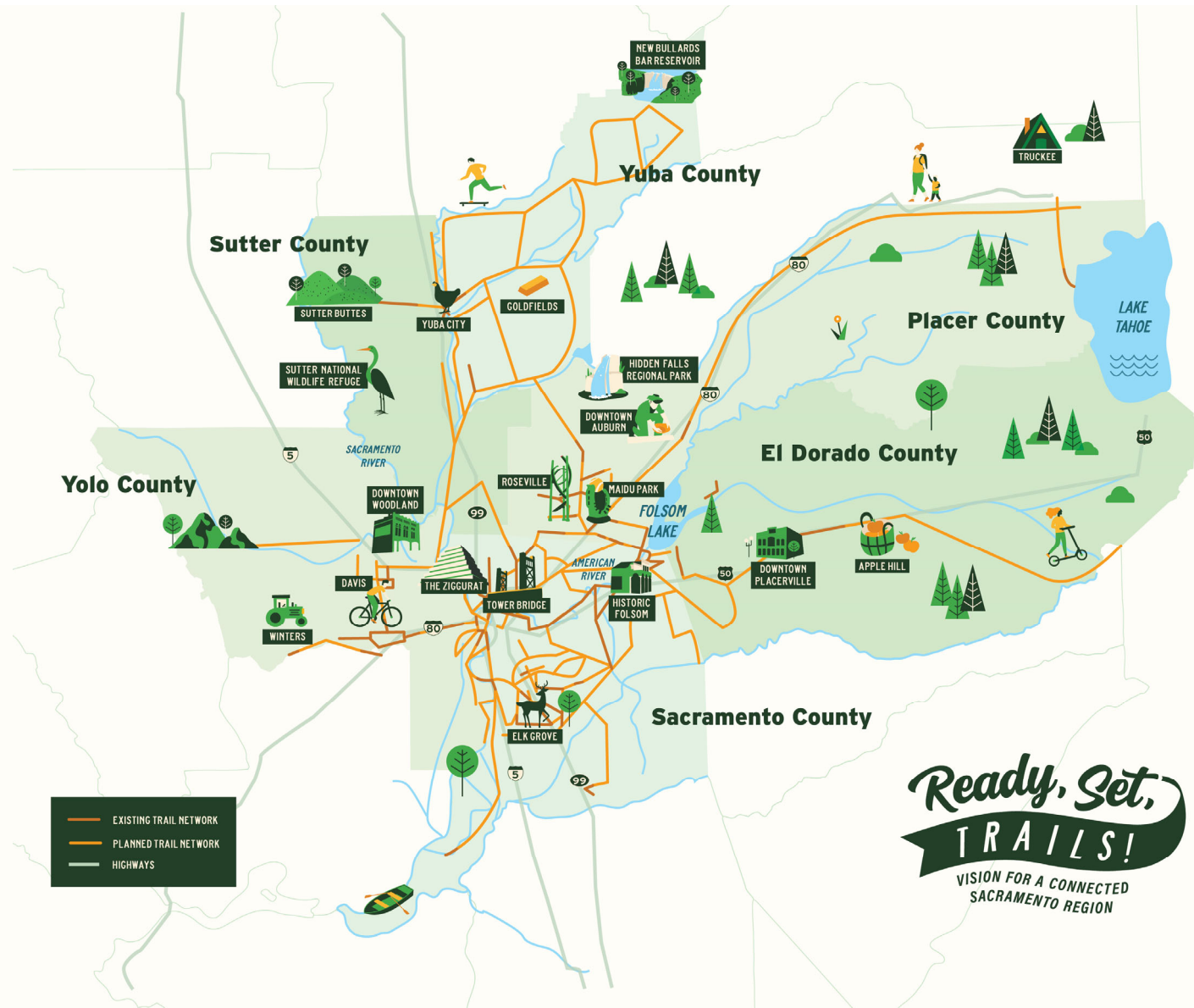
2024

- Education & Outreach
 - Three Pathways
 - Elected Info Sessions
 - Preferred Pathway
- Adoption**

ONGOING IMPLEMENTATION









Our Path FORWARD: *The Prosperity Strategy*

A BRIDGE TO ACTION FOR
INCLUSIVE ECONOMIC
RECOVERY & GROWTH



2020

2022 Youth Leadership Academy





MEMORANDUM



ITEM 12.2.

DATE: September 19, 2022

TO: Honorable Mayor and Council Members

FROM: Stacy Delaney, Community Enhancement and Investment Senior Management Analyst
Randi Kay Stephens, Management Analyst II

SUBJECT: **MEASURE R AND MEASURE H/COMMUNITY ENHANCEMENT & INVESTMENT FUND CITIZEN OVERSIGHT BOARD APPOINTMENTS**

RECOMMENDATION

The City Council discuss, and select, by a majority vote of the full City Council, four, two-year term board members and two, one-year term at-large student appointees, to fill the combined Measure R and Measure H/Community Enhancement & Investment Fund Citizen Oversight Board.

RESULT OF RECOMMENDED ACTION

The four oversight board members and two at-large student appointees will be appointed to provide a review of how tax revenues from Measure H and Measure R are spent by the City.

BACKGROUND

With the passage of Measure H in 2014, the City Council expressed interest in establishing an oversight board that would review the way Community Enhancement & Investment Funds were spent. While not required by the voter approved sales tax measure, this oversight board would provide an additional layer of transparency to the community. With the passage of Measure R in 2020, citizen oversight was required, per the ballot language, and is accomplished by expanding the duties of the Oversight Board to review how tax revenues from both Measure H and Measure R are spent by the City of Rancho Cordova. The expanded language was part of Resolution number 126-2021 approved by Council on August 16, 2021.

At the City Council meeting on August 21, 2017, Council provided direction to staff on the parameters for establishing an oversight board. On October 16, 2017, the City Council adopted Resolution number 129-2017 establishing a Community Enhancement Fund Citizen Oversight Board (Oversight Board) with the goal of having the board members appointed in early 2018. In March of 2018, five Oversight Board members were appointed by the City Council to provide a review of how tax revenues from Measure H are spent by the city. The appointed members took their oath of office in May 2018 and fulfilled their two-year terms.

Per City Council direction, staff coordinated with Folsom Lake College and first Folsom

Cordova Unified School District, then Sacramento City Unified School District, and finally Elk Grove Unified School District to receive recommendations for student representation on the Oversight Board. The high school representative rotates among the three primary school districts serving Rancho Cordova with a Folsom Cordova Unified School District student participating again in 2022.

On October 5, 2020, City Council approved the appointment of all six applicants and recommended that the five-person Oversight Board be changed to a seven-person Oversight Board while continuing to have two additional at-large student appointees, including high school and college students from the City, thereby, bringing the size of the Oversight Board to a nine-person board when factoring in the seven oversight board members and two at-large student appointees. On October 5, 2020, City Council asked about the possibility of staggering the terms of the oversight board members. On October 19, 2020, this idea was implemented and was part of Resolution number 118-2020 which staggered the terms of new oversight board members. Three of the six oversight board members were randomly assigned a two-year term and three of the six board members to a four-year term. The vacant position was also assigned a two-year term. Thereafter, the terms of board members would be on staggered four-year terms. Staggering and extending the adult oversight board member terms would improve the consistency of its decisions and the continuity of its service. The terms of at-large student appointees remain one-year terms in recognition of student graduations, and to allow appointees from the various school districts to serve on the Oversight Board.

In 2022, four oversight board members terms of service will finish. These four seats required an open application to invite residents of Rancho Cordova to apply to serve four-year terms on the Community Enhancement & Investment Fund Citizen Oversight Board. The city recruited applications from interested full-time residents of Rancho Cordova who are registered voters in Rancho Cordova and are 18 years of age and older. Additionally, City staff coordinated with Folsom Lake College and Folsom Cordova Unified School District to receive recommendations for new student representation on the Oversight Board. Staff has attached the applications and resumes, where available, as submitted by the adult applicants and the student/at-large applicants.

FISCAL IMPACT AND FUNDING SOURCE

The only fiscal impact is the cost of staff time to prepare for and participate in Citizen Oversight Board meetings, which is included as part of the administrative allocation that is made annually.

ATTACHMENT(S)

1. Citizen Oversight Board Appointments Staff Presentation
2. Adult Applications Redacted
3. Student / At-Large Applications Redacted

MEASURE R AND MEASURE H COMMUNITY ENHANCEMENT & INVESTMENT FUND CITIZEN OVERSIGHT BOARD APPOINTMENTS

September 19, 2022

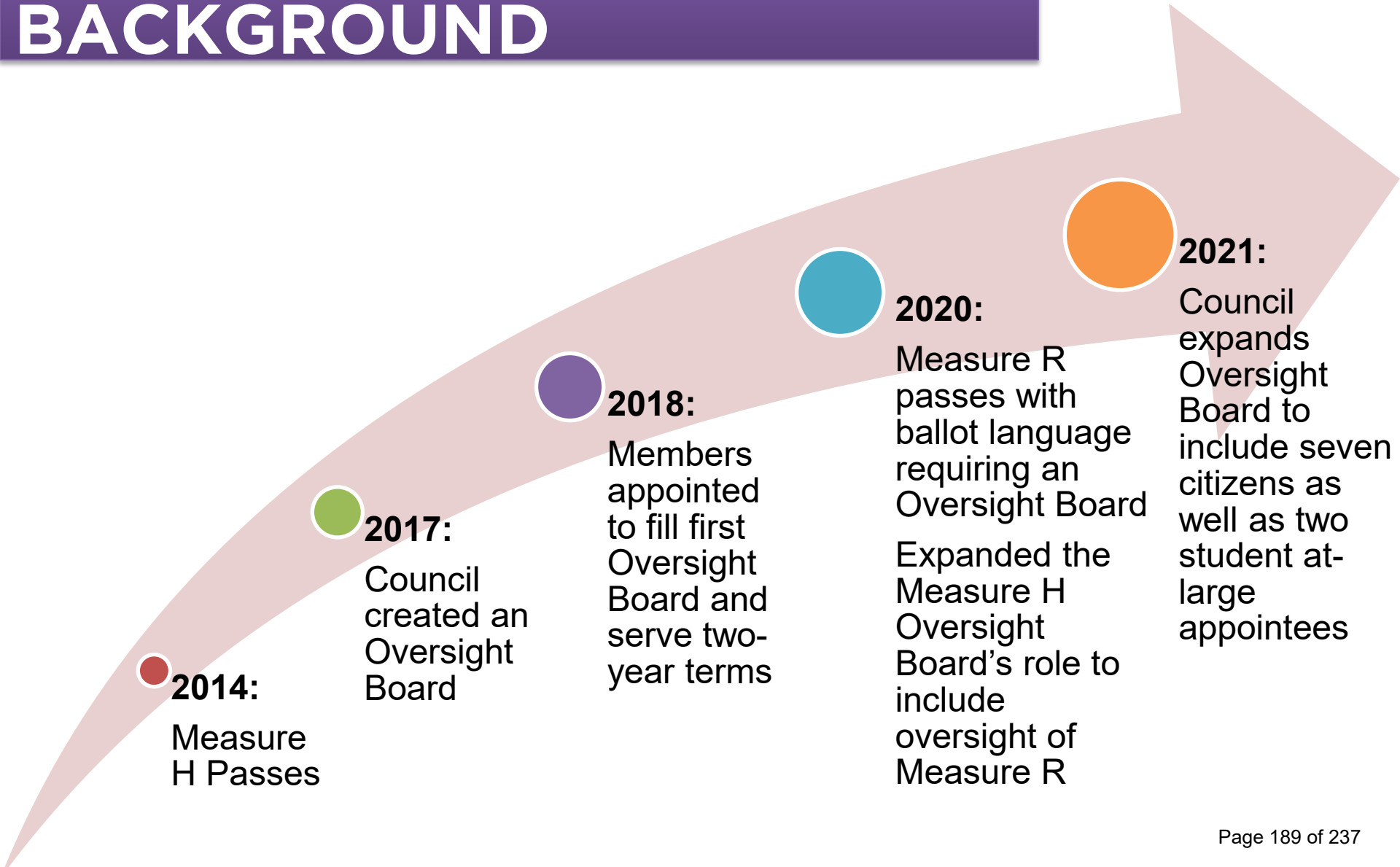


AGENDA



- Staff will share background on the Measure R and Measure H Citizen Oversight Board for the Community Enhancement & Investment Fund
- Council will discuss and select four (4) four-year term board members and two (2) one-year term at-large student appointees to the Oversight Board

OVERSIGHT BOARD BACKGROUND



2014:
Measure
H Passes

2017:
Council
created an
Oversight
Board

2018:
Members
appointed
to fill first
Oversight
Board and
serve two-
year terms

2020:
Measure R
passes with
ballot language
requiring an
Oversight Board
Expanded the
Measure H
Oversight
Board's role to
include
oversight of
Measure R

2021:
Council
expands
Oversight
Board to
include seven
citizens as
well as two
student at-
large
appointees

2022 OVERSIGHT BOARD APPOINTMENTS

Four oversight board members and two at-large student appointees will be appointed to provide a review of how tax revenues from Measure H and Measure R are spent by the City.

The new appointees will take their oath of office next month at their first meeting.

	Four-Year Term	One-Year Term
No. of Available Appointments	4	2

ADULT APPLICANTS

- Council to Discuss & Select Four (4) Citizen Oversight Board Members to serve four-year terms
 - Staff verified applicants met:
 - Age Requirement
 - Residence within the City of Rancho Cordova
 - Voter Registration Status

AT-LARGE/STUDENT APPLICANTS

- Council to Discuss & Select Two (2) At-Large/Student Citizen Oversight Board Members to serve one-year terms
 - One may typically represent a high school from one of our three school districts. This year, FCUSD is the selected school district. The three applicants are students at Cordova High School who live in Rancho Cordova.
 - The City did not receive an application from a Promise Student during this application period.

Randi Kay Stephens

From: City of Rancho Cordova <ranhocordova@enotify.visioninternet.com>
Sent: Monday, June 27, 2022 12:59 PM
To: Stacy Delaney; Randi Kay Stephens
Subject: *NEW SUBMISSION* 2022 Community Enhancement & Investment Fund Citizen Oversight Board Application

2022 Community Enhancement & Investment Fund Citizen Oversight Board Application

Submission #: 1772206
IP Address: 172.58.35.224
Submission Date: 06/27/2022 12:59
Survey Time: 15 minutes, 47 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

1. Full Name

Leoni Fabiani

2. Full Address

Rancho Cordova, CA

3. Phone**4. Email****5. How many years have you been a Rancho Cordova resident?**

6

6. If employed, what is the name of your employer?

Self-employed

7. Do you own property or have business interests in the City of Rancho Cordova?

Yes

Read-Only Content

8. The Oversight Board is expected to meet a couple times per year in the early evening hours. Meetings may last several hours. List any days or evenings that you would not be available. For example, the third Wednesday of every month.

My evening schedule is open, and my daytime schedule is flexible.

ITEM 12.2.

ATTACHMENT 2

9. You must be available to attend a meeting on the evening of October 10 or 11, 2022. Are you able to attend either in-person or by Zoom? The meeting begins at 4:30 PM and will last approximately 2-3 hours. The next meeting will occur in late October or early November 2022.

Yes

10. List your past experience serving within the community of Rancho Cordova.

Asides from helping my elderly neighbors with projects around their homes, I have not had the pleasure of serving the Community of Rancho Cordova yet. I moved here to Rancho as a quiock stop becuse i was planning to move to Folsom...but I fell in love with Rancho Cordova, and purchased my forever home here! Since I have more time and flexibility now, and Rancho Cordova is where I will live until it's time for me to hit the 'pearly gates', I would like to help out where I can.

11. Have you ever served as an Oversight Board member before?

No

12. I believe I will bring the following strengths, skills, knowledge and assets to service on the Oversight Board.

I have an extensive background in finance and investments, along with business development, which could prove to be helpful to the board.

13. State why you want to serve on the Oversight Board.

As I mentioned above, I moved here an fell in love with the city of Rancho Cordova. I really like what the city officials have been doing with the development and reinvestment in RC, and I would love to do whatever I can to help RC continue to flourish.

14. Have you ever been a direct recipient of a Community Enhancement & Investment Fund Grant? This means you are/were a paid employee who received more than \$500 in the last 12 months from an organization or individual that received a grant or that you personally received one.

No

15. Are you a current direct recipient of a Community Enhancement & Investment Fund grant?

No

16. Do you know of any reason, such as a conflict of interest (financial or otherwise), that would adversely affect your ability to serve on the Oversight Board?

No

17. Use this space to provide any additional information or comments.

I'm self-employed and haver been for 20+ years...I do not have a resume anymore.

18. Please attach your resume.

19. Upload any additional documentation here. Examples of additional documentation are letters of recommendation, etc.

20. I declare, under penalty of perjury, that all statements in this application are true and complete to the best of my knowledge and belief. I legally reside full time in the city limits of Rancho Cordova, am at least 18 years of age, and a registered voter of Rancho Cordova.

Yes

Thank you,
City of Rancho Cordova

This is an automated message generated by Granicus. Please do not reply directly to this email.

Randi Kay Stephens

From: City of Rancho Cordova <ranhocordova@enotify.visioninternet.com>
Sent: Monday, June 27, 2022 2:02 PM
To: Stacy Delaney; Randi Kay Stephens
Subject: *NEW SUBMISSION* 2022 Community Enhancement & Investment Fund Citizen Oversight Board Application

2022 Community Enhancement & Investment Fund Citizen Oversight Board Application

Submission #: 1772488
IP Address: 73.116.219.159
Submission Date: 06/27/2022 2:01
Survey Time: 35 minutes, 42 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

1. Full Name

Carolyn Gray

2. Full Address

Rancho Cordova, CA

3. Phone**4. Email****5. How many years have you been a Rancho Cordova resident?**

1

6. If employed, what is the name of your employer?

Santa Clara County Office of Education

7. Do you own property or have business interests in the City of Rancho Cordova?

Yes

Read-Only Content

8. The Oversight Board is expected to meet a couple times per year in the early evening hours. Meetings may last several hours. List any days or evenings that you would not be available. For example, the third Wednesday of every month.

Every Thursday

ITEM 12.2.

ATTACHMENT 2

9. You must be available to attend a meeting on the evening of October 10 or 11, 2022. Are you able to attend either in-person or by Zoom? The meeting begins at 4:30 PM and will last approximately 2-3 hours. The next meeting will occur in late October or early November 2022.

Yes

10. List your past experience serving within the community of Rancho Cordova.

As a new resident, I have not yet had the opportunity to do so, but I am applying in order to get involved.

11. Have you ever served as an Oversight Board member before?

No

12. I believe I will bring the following strengths, skills, knowledge and assets to service on the Oversight Board.

I have four years of full-time experience working in public education policy, including participation in multiple statewide advisory groups. I have experience in the statewide budgeting and legislative process, including grants procurement. Part of my current role is monitoring city and county meeting agendas, so I understand the process of budget allocations and public feedback. I enjoy working with students in civic engagement, and I created a youth advisory group for the Santa Clara COE to provide direct feedback from students on county projects. I helped train part of this group of students in advocacy skills, connecting them with statewide leaders, directly resulting in a \$25M allocation for youth mental health workforce expansion. I am an extremely skilled project manager with experience in creating both short term project plans and long term visioning plans.

13. State why you want to serve on the Oversight Board.

I want to be more involved in the community as a new resident. I am currently 24 years old and just bought a house here. I believe that it is important for responsible young people to represent and have a seat at the table in making decisions for their community. These types of groups often do not have representation from residents under the age of 25, and I want to step up and make that change. As a homeowner, I have a vested interest in improving the community and using the investment funds of Measure H in a transparent, equitable, and effective way.

14. Have you ever been a direct recipient of a Community Enhancement & Investment Fund Grant? This means you are/were a paid employee who received more than \$500 in the last 12 months from an organization or individual that received a grant or that you personally received one.

No

15. Are you a current direct recipient of a Community Enhancement & Investment Fund grant?

No

16. Do you know of any reason, such as a conflict of interest (financial or otherwise), that would adversely affect your ability to serve on the Oversight Board?

No

17. Use this space to provide any additional information or comments.

18. Please attach your resume.

CarolynGrayResume2022.pdf

19. Upload any additional documentation here. Examples of additional documentation are letters of recommendation, etc.

20. I declare, under penalty of perjury, that all statements in this application are true and complete to the best of my knowledge and belief. I legally reside full time in the city limits of Rancho Cordova, am at least 18 years of age, and a registered voter of Rancho Cordova.

Yes

Thank you,
City of Rancho Cordova

EDUCATION

University of California, Berkeley

B.A. in Political Science, Minor in Education, Minor in Public Policy

WORK EXPERIENCE

Santa Clara County Office of Education, Office of the Superintendent

Government Relations, Admin. Research Assistant | *Sacramento, CA*

01/2021—Present

- Writes legislative bill analysis, policy reports, research papers, and advocacy letters in support of lobbying campaigns.
- Facilitates statewide Mental Health Student Services Act (MHSSA) professional learning network (PLN) for 58 counties to provide technical assistance and training in implementation of grant-funded student wellness centers.
- Established and manages countywide mental health in schools youth advisory group (YAG), including ongoing supervision of 30 students to produce written feedback for county superintendent and facilitation of monthly meetings.
- Administers vendor and professional expert contracts including initialization, execution, and payment.

Carolyn S. Gray Design

Design Consultant | *Sacramento, CA*

04/2020—Present

- Consults on graphic design and web design for non-profits, public entities, associations, and advocacy groups.
- Develops websites, publications, brochures, diagrams, and logos from creative concept to final production.

California County Superintendents Educational Services Association

Project Coordinator | *Sacramento, CA*

08/2018—03/2020

- Analyzed and tracked legislative proposals and policy implementation to prepare policy briefs, agendas, legislative letters, research report summaries, and written and visual communications in support of advocacy projects.
- Liaised with executive leadership, county superintendents, steering committees, and stakeholder cohorts in 58 counties.
- Coordinated twice-yearly federal advocacy trips, including recruitment, communications, materials, logistics, and strategy; increased superintendent engagement, tripling the size of committee cohort after one year.
- Attended, summarized, and developed recommendations on intergovernmental policy meetings relating to student mental health, legislative implementation, higher education, federal issues, early education, and disaster relief.

California Department of Education, Superintendent's Initiatives Office

Intern | *Sacramento, CA*

06/2018—07/2018

- Researched current policy, history, and proposed legislation to develop advocacy and informational materials in building new statewide Mental Health Coalition.
- Independently assessed and developed criteria for LCAP Federal Addendum Rubric to analyze and evaluate statewide LEA submissions for the Local Agency Systems Support Office (LASSO).

San Jose Unified School District, Leland High School

Program Manager, Speech and Debate | *San Jose, CA*

06/2013—06/2018

- Administered yearly elementary summer programs to provide over \$11k yearly revenue for high school team.
- Developed an additional program for first- and second-grade students through creation and implementation of curriculum, oversight, and consultation with head coach, while training over 50 high school volunteers.
- Expanded capacity of middle school student program by redeveloping curriculum, policies, and system of accountability after reviewing trends, determining compliance criteria, and addressing gaps in services.
- Taught two cohorts of 160 students each and facilitated multilingual communication to over 500 parents.

Oakland Unified School District

Intern to the School Board | *Oakland, CA*

08/2017—05/2018

- Implemented "Advocate" project to provide technical assistance and policy summaries for community members to engage in advocacy efforts targeting local, state, and national political representatives to support the school district.
- Drafted communications to target and engage over 37,000 Oakland families in community organizing events.

National Education Association

Communications Intern | *Washington, D.C.*

06/2017—08/2017

- Compiled and copy-edited communications strategy updates for the New Educators campaign.
- Audited and analyzed data for NEA member engagement campaigns on Action Network and Fracture.

ADDITIONAL INFORMATION

Awards: 2017 Travers Undergraduate Scholarship in Ethics and Politics, Cal-in-Sacramento Fellowship, Pi Sigma Alpha

Languages: Mandarin (native proficiency), Spanish (limited working proficiency), Greek (elementary proficiency)

Randi Kay Stephens

From: City of Rancho Cordova <ranhocordova@enotify.visioninternet.com>
Sent: Monday, June 27, 2022 5:27 PM
To: Stacy Delaney; Randi Kay Stephens
Subject: *NEW SUBMISSION* 2022 Community Enhancement & Investment Fund Citizen Oversight Board Application

2022 Community Enhancement & Investment Fund Citizen Oversight Board Application

Submission #: 1773138
IP Address: 172.58.37.77
Submission Date: 06/27/2022 5:26
Survey Time: 4 minutes, 31 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

1. Full Name

Roman Khalil

2. Full Address

Rancho Cordova, CA

3. Phone**4. Email****5. How many years have you been a Rancho Cordova resident?**

5

6. If employed, what is the name of your employer?

Swift Current Energy

7. Do you own property or have business interests in the City of Rancho Cordova?

Yes

Read-Only Content

8. The Oversight Board is expected to meet a couple times per year in the early evening hours. Meetings may last several hours. List any days or evenings that you would not be available. For example, the third Wednesday of every month.

There are no such restrictions and meeting a couple time per year is very much manageable.

ITEM 12.2.

ATTACHMENT 2

9. You must be available to attend a meeting on the evening of October 10 or 11, 2022. Are you able to attend either in-person or by Zoom? The meeting begins at 4:30 PM and will last approximately 2-3 hours. The next meeting will occur in late October or early November 2022.

Yes

10. List your past experience serving within the community of Rancho Cordova.

I have been very active in fund raising activities for religious activities. I have also been participating in various events arranged in the community.

11. Have you ever served as an Oversight Board member before?

No

12. I believe I will bring the following strengths, skills, knowledge and assets to service on the Oversight Board.

Clear communication, critical thinking, industry knowledge, renewable energy investment and engineering knowledge.

13. State why you want to serve on the Oversight Board.

Want to serve the city to help make it more attractive

14. Have you ever been a direct recipient of a Community Enhancement & Investment Fund Grant? This means you are/were a paid employee who received more than \$500 in the last 12 months from an organization or individual that received a grant or that you personally received one.

No

15. Are you a current direct recipient of a Community Enhancement & Investment Fund grant?

No

16. Do you know of any reason, such as a conflict of interest (financial or otherwise), that would adversely affect your ability to serve on the Oversight Board?

No

17. Use this space to provide any additional information or comments.

18. Please attach your resume.

19. Upload any additional documentation here. Examples of additional documentation are letters of recommendation, etc.

20. I declare, under penalty of perjury, that all statements in this application are true and complete to the best of my knowledge and belief. I legally reside full time in the city limits of Rancho Cordova, am at least 18 years of age, and a registered voter of Rancho Cordova.

Yes

Thank you,
City of Rancho Cordova

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Randi Kay Stephens

From: City of Rancho Cordova <ranhocordova@enotify.visioninternet.com>
Sent: Monday, June 27, 2022 6:29 PM
To: Stacy Delaney; Randi Kay Stephens
Subject: *NEW SUBMISSION* 2022 Community Enhancement & Investment Fund Citizen Oversight Board Application

2022 Community Enhancement & Investment Fund Citizen Oversight Board Application

Submission #: 1773271
IP Address: 67.182.188.119
Submission Date: 06/27/2022 6:29
Survey Time: 11 minutes, 26 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

1. Full Name

Enrique Cruz

2. Full Address

Rancho Cordova, Ca

3. Phone**4. Email****5. How many years have you been a Rancho Cordova resident?**

35

6. If employed, what is the name of your employer?

Henry Schein

7. Do you own property or have business interests in the City of Rancho Cordova?

No

Read-Only Content

8. The Oversight Board is expected to meet a couple times per year in the early evening hours. Meetings may last several hours. List any days or evenings that you would not be available. For example, the third Wednesday of every month.

Nothing specific

ITEM 12.2.

ATTACHMENT 2

9. You must be available to attend a meeting on the evening of October 10 or 11, 2022. Are you able to attend either in-person or by Zoom? The meeting begins at 4:30 PM and will last approximately 2-3 hours. The next meeting will occur in late October or early November 2022.

Yes

10. List your past experience serving within the community of Rancho Cordova.

Volunteered at several 4th of July events as security and worked the gate. Also volunteered at the air show several times as line security and also at the gate. Participated in the Rancho Cordova police citizens academy over 4 times pre covid. I have Rancho cordova in my veins

11. Have you ever served as an Oversight Board member before?

No

12. I believe I will bring the following strengths, skills, knowledge and assets to service on the Oversight Board.

Strong leadership skills. Open minded. I am willing to listen to all views. A long time resident of the city and know the people and the community.

13. State why you want to serve on the Oversight Board.

I deeply care about the future direction of the city. We must make wise and educated well researched decisions that impact our great city. I want the city to strive and prosperous like the other nearby.

14. Have you ever been a direct recipient of a Community Enhancement & Investment Fund Grant? This means you are/were a paid employee who received more than \$500 in the last 12 months from an organization or individual that received a grant or that you personally received one.

No

15. Are you a current direct recipient of a Community Enhancement & Investment Fund grant?

No

16. Do you know of any reason, such as a conflict of interest (financial or otherwise), that would adversely affect your ability to serve on the Oversight Board?

No

17. Use this space to provide any additional information or comments.

18. Please attach your resume.

19. Upload any additional documentation here. Examples of additional documentation are letters of recommendation, etc.

20. I declare, under penalty of perjury, that all statements in this application are true and complete to the best of my knowledge and belief. I legally reside full time in the city limits of Rancho Cordova, am at least 18 years of age, and a registered voter of Rancho Cordova.

Yes

Thank you,
City of Rancho Cordova

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Randi Kay Stephens

From: City of Rancho Cordova <ranhocordova@enotify.visioninternet.com>
Sent: Wednesday, June 29, 2022 4:46 PM
To: Stacy Delaney; Randi Kay Stephens
Subject: *NEW SUBMISSION* 2022 Community Enhancement & Investment Fund Citizen Oversight Board Application

2022 Community Enhancement & Investment Fund Citizen Oversight Board Application

Submission #: 1779120
IP Address: 12.215.198.82
Submission Date: 06/29/2022 4:46
Survey Time: 39 minutes, 35 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

1. Full Name

Kari Schoch

2. Full Address

Rancho Cordova, California

3. Phone**4. Email****5. How many years have you been a Rancho Cordova resident?**

1

6. If employed, what is the name of your employer?

San Joaquin Electric

7. Do you own property or have business interests in the City of Rancho Cordova?

Yes

Read-Only Content

8. The Oversight Board is expected to meet a couple times per year in the early evening hours. Meetings may last several hours. List any days or evenings that you would not be available. For example, the third Wednesday of every month.

Open and available.

ITEM 12.2.

ATTACHMENT 2

9. You must be available to attend a meeting on the evening of October 10 or 11, 2022. Are you able to attend either in-person or by Zoom? The meeting begins at 4:30 PM and will last approximately 2-3 hours. The next meeting will occur in late October or early November 2022.

Yes

10. List your past experience serving within the community of Rancho Cordova.

I am currently on the HOA Board for Veranda @ Stone Creek.

11. Have you ever served as an Oversight Board member before?

No

12. I believe I will bring the following strengths, skills, knowledge and assets to service on the Oversight Board.

I have worked in the construction industry for 20+ years managing large commercial and industrial projects. Most recently, I spent 5 years onsite (working for San Joaquin Electric) at the Sacramento Regional Wastewater Treatment Plant. We were involved in several of the environmental upgrade projects including the EchoWater Project, which is the largest public works project in Sacramento's history. I am extremely detail oriented with strong organizational skills. One of my strengths is Cost Control: reviewing and tracking construction costs, including material and labor hours as well as vendor costs. I closely monitor project schedules to ensure that material has been ordered and released to ensure timely delivery and keep the project on track. I think my past experience in working in the construction field would relate to this position on the Oversight Board.

13. State why you want to serve on the Oversight Board.

As a new resident to Rancho Cordova, I am interested in getting involved in the Oversight Board and help to enhance our community with worthwhile projects for the residents and businesses. I was born and raised in Lodi, but moved to Galt to raise my kids. In February of 2021, my husband and I made the decision to downsize and relocate to Rancho Cordova. I am a proud mom to two adult children; my daughter is an Attorney for the Government Accountability Office in Washington, DC and my son is a Financial Analyst for the State of California. As an empty nester, my husband and I now have free time to explore our new town. We enjoy the parks, trails and access to the American River as well as the shopping and restaurants that are available. I am proud to be a resident of RC and look forward to meeting new people, helping others and getting involved!

14. Have you ever been a direct recipient of a Community Enhancement & Investment Fund Grant? This means you are/were a paid employee who received more than \$500 in the last 12 months from an organization or individual that received a grant or that you personally received one.

No

15. Are you a current direct recipient of a Community Enhancement & Investment Fund grant?

No

16. Do you know of any reason, such as a conflict of interest (financial or otherwise), that would adversely affect your ability to serve on the Oversight Board?

No

17. Use this space to provide any additional information or comments.

18. Please attach your resume.

Kari A. Schoch - Resume.pdf

19. Upload any additional documentation here. Examples of additional documentation are letters of recommendation, etc.

20. I declare, under penalty of perjury, that all statements in this application are true and complete to the best of my knowledge and belief. I legally reside full time in the city limits of Rancho Cordova, am at least 18 years of age, and a registered voter of Rancho Cordova.

Yes

Thank you,
City of Rancho Cordova

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Kari A. Schoch**QUALIFICATIONS SUMMARY:**

An accomplished Administrative Professional with 20+ years experience in all phases of the general commercial construction industry. An enthusiastic team member working closely with Architects and Engineers from the initial design layouts and continuing to the final construction stage. Extremely detail oriented with strong organizational skills while providing assistance to Owners, Project Managers, Superintendents and Subcontractors. Ability to focus in a fast pace environment and multi-task to stay on track, on time and on budget.

WORK EXPERIENCE:**San Joaquin Electric, Stockton CA**

2016 to Present

Assistant Project Manager

Onsite administrative assistance and management of multi-million dollar electrical projects for multiple wastewater treatment projects. Work closely with District Staff, General Contractors, Engineers, Vendors to proactively monitor progress of construction activities.

Sacramento Regional Wastewater Treatment Plant:

- FEQ (Flow Equalization) – \$ 7 Million electrical project.
- NST (Nitrifying Sidestream Treatment) - \$10 Million electrical project.
- BNR (Biological Nutrient Removal) - \$60 Million electrical project.
- Document Control – Control and monitor project documentation including Requests for Information (RFI), Field Instructions (FI), Access Requests (AR), Equipment Tracking, Meeting Minutes, Safety Log.
- Cost Control – Process Requests for Proposal (RFP), Change Order Requests (COR), Purchase Orders (PO), review of vendor and subcontractor invoices, review and tracking of material costs and labor hours.
- Scheduling and Delivery – Prepare equipment releases, schedule and manage vendor deliveries.
- Employee Assistance – New hire paperwork, daily rollcall, timesheets, paychecks.
- Administrative Support – Provide assistance to Project Managers, Estimators, Foremen, Vendors, Subcontractors & Field Personnel.

MarketOne Builders, Inc., Sacramento, CA

2013 to 2015

Office Manager

- Office Management - Assisted Project Executive, Project Managers, Superintendents, Project Engineer and Project Administrators. Scheduled all business travel and executive appointments. Managed office of six employees and four field personnel. Arranged and led weekly staff meetings to ensure team stayed on track.
- Pre-Construction / Bidding and Estimating — Assisted in the preparation and execution of bidding and estimating functions including bid instructions, pre-bid meetings and subcontractor buy-out.
- Document Control- Controlled and monitored all aspects of project documentation including Owner Contracts, Subcontracts, Change Orders, Submittals, RFI's, Meeting Minutes, Punch List and Close Out documentation.
- Cost Control — Managed all aspects of project cost control including reviewing monthly subcontractor billings for accuracy and preparation of Owner Payment Applications while closely managing the cash flow of projects.
- Scheduling and Procurement — Worked with the Project Managers and Superintendents to ensure timely deliveries of projects as it related to subcontractor and vendor management.
- Hiring / Training and Development — Interviewed candidates for new Bay Area office. Handled all new hire paperwork including drug testing of potential employees. Trained, coached and supervised employees.

San Jose Construction Co. Inc., Santa Clara, CA

2010 to 2013

Assistant Project Manager

- Preparation of sub lists, invitations to bid, requests for information.
- Assist Project Manager in reviewing subcontractor proposals to finalize construction budgets.
- Create owner contracts, subcontracts and insurance certificates.
- Review and prepare owner / subcontractor change orders.
- Coordinate approval of product submittals to ensure accuracy and compliance of specifications.
- Detailing of monthly draw spreadsheets for owner and subcontractor billings.
- Preparation of meeting agendas and minutes.
- Post construction duties including close out documents and warranty binders.

Chatfield Construction, Inc., Lodi, CA

2001 to 2010

Assistant Project Manager

- Played a key role in the design/construction of over 35 Automotive Dealerships throughout California.
- Fostered valued relationships with National Account Managers including Honda, Chevrolet, Nissan, Infiniti, Audi, Volkswagen, Mercedes Benz.
- Responsible for City / County / Agency submittals and plan check for governmental approvals.
- Built trusting contacts by interacting with City personnel and other outside agencies through the permit and construction process.
- Reviewed Subcontractor submittals to ensure compliance of divisional specifications and follow up with documents to provide clients with detailed Building Manual at completion of project.

SKILLS AND EDUCATION:

San Joaquin Delta College, Stockton, CA - Associate of Arts Degree - Major: Business / Psychology

LEED AP BD+C – Credential,

Notary Public

Software - Microsoft Word, Excel, Outlook, American Contractor, Prolog, Sage Timberline, Project Doc Control, Foundation, Adobe, Bluebeam

PERSONAL:

Married 33 years, 2 adult children.

REFERENCES:

Available upon request.

Randi Kay Stephens

From: City of Rancho Cordova <ranhocordova@enotify.visioninternet.com>
Sent: Friday, July 8, 2022 3:06 PM
To: Stacy Delaney; Randi Kay Stephens
Subject: *NEW SUBMISSION* 2022 Community Enhancement & Investment Fund Citizen Oversight Board Application

2022 Community Enhancement & Investment Fund Citizen Oversight Board Application

Submission #: 1800314
IP Address: 73.12.136.164
Submission Date: 07/08/2022 3:06
Survey Time: 22 minutes, 43 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

1. Full Name

Sanmukh'Sam' Bhakta

2. Full Address

Rancho Cordova, California

3. Phone**4. Email****5. How many years have you been a Rancho Cordova resident?**

14

6. If employed, what is the name of your employer?

Retired

7. Do you own property or have business interests in the City of Rancho Cordova?

Yes

Read-Only Content

8. The Oversight Board is expected to meet a couple times per year in the early evening hours. Meetings may last several hours. List any days or evenings that you would not be available. For example, the third Wednesday of every month.

Thursday afternoon/evening

ITEM 12.2.

ATTACHMENT 2

9. You must be available to attend a meeting on the evening of October 10 or 11, 2022. Are you able to attend either in-person or by Zoom? The meeting begins at 4:30 PM and will last approximately 2-3 hours. The next meeting will occur in late October or early November 2022.

Yes

10. List your past experience serving within the community of Rancho Cordova.

Volunteer/ Board member at AnatoliaHOA, Rancho Cordova. Also volunteer/board member of California State Capitol Volunteer Association at our state Capitol.

11. Have you ever served as an Oversight Board member before?

No

12. I believe I will bring the following strengths, skills, knowledge and assets to service on the Oversight Board.

Public service, retired school employee, past city council member, businessman,

13. State why you want to serve on the Oversight Board.

I enjoy serving, meeting, and respecting all my fellow community members.

14. Have you ever been a direct recipient of a Community Enhancement & Investment Fund Grant? This means you are/were a paid employee who received more than \$500 in the last 12 months from an organization or individual that received a grant or that you personally received one.

No

15. Are you a current direct recipient of a Community Enhancement & Investment Fund grant?

No

16. Do you know of any reason, such as a conflict of interest (financial or otherwise), that would adversely affect your ability to serve on the Oversight Board?

No

17. Use this space to provide any additional information or comments.

Anything that uplift any member(s)/ business of our community is win-win for us all. Be positive and let's do it. Thanks 🙏

18. Please attach your resume.

19. Upload any additional documentation here. Examples of additional documentation are letters of recommendation, etc.

20. I declare, under penalty of perjury, that all statements in this application are true and complete to the best of my knowledge and belief. I legally reside full time in the city limits of Rancho Cordova, am at least 18 years of age, and a registered voter of Rancho Cordova.

Yes

Thank you,
City of Rancho Cordova

This is an automated message generated by Granicus. Please do not reply directly to this email.

Randi Kay Stephens

From: City of Rancho Cordova <ranhocordova@enotify.visioninternet.com>
Sent: Thursday, July 21, 2022 7:18 AM
To: Stacy Delaney; Randi Kay Stephens
Subject: *NEW SUBMISSION* 2022 Community Enhancement & Investment Fund Citizen Oversight Board Application

2022 Community Enhancement & Investment Fund Citizen Oversight Board Application

Submission #: 1831093
IP Address: 108.240.189.196
Submission Date: 07/21/2022 7:17
Survey Time: 11 minutes, 27 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

1. Full Name

Deane Burk

2. Full Address

Rancho Cordova, CA

3. Phone**4. Email****5. How many years have you been a Rancho Cordova resident?**

40

6. If employed, what is the name of your employer?

State of California

7. Do you own property or have business interests in the City of Rancho Cordova?

Yes

Read-Only Content

8. The Oversight Board is expected to meet a couple times per year in the early evening hours. Meetings may last several hours. List any days or evenings that you would not be available. For example, the third Wednesday of every month.

None

ITEM 12.2.

ATTACHMENT 2

9. You must be available to attend a meeting on the evening of October 10 or 11, 2022. Are you able to attend either in-person or by Zoom? The meeting begins at 4:30 PM and will last approximately 2-3 hours. The next meeting will occur in late October or early November 2022.

Yes

10. List your past experience serving within the community of Rancho Cordova.

I joined the Oversight Board last fall and more recently volunteered for the Rancho Cordova's Fourth of July celebration.

11. Have you ever served as an Oversight Board member before?

Yes

12. I believe I will bring the following strengths, skills, knowledge and assets to service on the Oversight Board.

I have 20+ years of experience in engineering, construction, and contracting.

13. State why you want to serve on the Oversight Board.

I'm interested in contributing to improvements in Rancho Cordova and see that projects are benefitting the community.

14. Have you ever been a direct recipient of a Community Enhancement & Investment Fund Grant? This means you are/were a paid employee who received more than \$500 in the last 12 months from an organization or individual that received a grant or that you personally received one.

No

15. Are you a current direct recipient of a Community Enhancement & Investment Fund grant?

No

16. Do you know of any reason, such as a conflict of interest (financial or otherwise), that would adversely affect your ability to serve on the Oversight Board?

No

17. Use this space to provide any additional information or comments.

18. Please attach your resume.

DBurk_Resume July2022.pdf

19. Upload any additional documentation here. Examples of additional documentation are letters of recommendation, etc.

20. I declare, under penalty of perjury, that all statements in this application are true and complete to the best of my knowledge and belief. I legally reside full time in the city limits of Rancho Cordova, am at least 18 years of age, and a registered voter of Rancho Cordova.

Yes

Thank you,
City of Rancho Cordova

This is an automated message generated by Granicus. Please do not reply directly to this email.

Education

Bachelor of Science, Electrical and Electronic Engineering

California State University, Sacramento

Work Experience

Supervising Hydroelectric Power Utility Engineer

October 2017 - Present

California Department of Water Resources, Sacramento, CA

- Plan, organize, direct, and manage the hiring, work, and activities of up to 12 professional engineering staff for the Power Contracts Branch (PCB) in the analysis of regulatory filings and proposals, power contract development, and credit and risk management.
- Develop, coordinate, negotiate, and maintain short and long term Power Purchase Agreements (PPAs) with developers and wholesale energy suppliers including investor owned utilities, federal entities, municipalities, and private companies to meet State Water Project (SWP) power needs and DWR regulatory and policy goals including targets outlined in the DWR Climate Action Plan.
- Monitor and prepare DWR comments and filings in response to regulatory, legislative, and legal actions that may impact DWR or SWP.
- Represent DWR for regulatory and utility matters related to power markets and power contracts at the California Independent System Operator (CAISO), Federal Energy Regulatory Commission (FERC), Western Electricity Coordinating Council (WECC), California Public Utilities Commission (CPUC), California Energy Commission (CEC), Western Systems Power Pool (WSPP), Western Area Power Administration (WAPA), and with various other market participants.
- Prepare and manage budgets including the Power Marketing Fund Center (~\$300M annually) for the SWP, professional service contracts, industry subscriptions, and other financial reports.
- Provide information and assistance in the development of SWP power policy and administration through briefings to Management, Office of the General Counsel, and the State Water Contractors.

Senior Hydroelectric Power Utility Engineer (Supervisor)

April 2011 – October 2017

California Department of Water Resources, Sacramento, CA

- Plan, organize, and manage staff's analysis of regulatory filings and proposals issued by California Independent System Operator (CAISO), California Public Utilities Commission (CPUC), California Energy Commission (CEC), Federal Energy Regulatory Commission (FERC), and various market participants to identify electric utility issues that impact SWP marketing opportunities, operating costs, and reliability.
- Coordinate, negotiate, and maintain: SC contract with WAPA, settlement agreement for post 2004 CAISO charges with WAPA valued at \$5.45M, WAPA Hoover 50-year PPA, Amended and Restated Participating Load Agreement with CAISO, FERC Flexible Ramping settlement.
- Serve as DWR's main point of contact for regulatory and utility matters related to power markets. Prepare documents and present DWR's position regarding power-related issues in stakeholder processes of FERC, CPUC, CEC, CAISO, and other utilities. Represent DWR to negotiate with external parties and to file formal protests with regulatory agencies.
- Coordinate and provide support to legal and other branches within DWR on power operations related processes and regulatory proceedings.

Associate Telecommunications Engineer

May 2010 – April 2011

California Department of Water Resources, Sacramento, CA

- Conducted technical engineering analysis and studies related to development and implementation of DWR's enterprise wide Public Safety Communication System (PSCS) and related technologies along with making technical decisions/presentations regarding these technologies.
- Prepared written reports and correspondence related to PSCS environment and providing information for incorporation into the Telecommunications Management Annual Plan and State-Wide Public Safety Communication Plan.

- Plan, oversee and direct work with the OCIO Public Safety Communications Division in requested PSCS changes, additions, and modifications.
- Renew or obtain FCC licenses for DWR facilities, process leases and contracts for radio vault space.
- Participate in negotiations and obtain quotes from providers of hardware, software or services for communications systems, and initiate requisitions within SAP.

Associate Hydroelectric Power Utility Engineer

May 2008 – May 2010

California Department of Water Resources, Sacramento, CA

- Monitor and evaluate California Department of Water Resources State Water Project (CDWR-SWP) technical or business positions in California Independent System Operator (CAISO) market design and market structure enhancements, CAISO tariff and business practice manual amendments, Federal Energy Regulatory Commission (FERC) and California Public Utilities Commission (CPUC) policy making processes, and related utility companies' activities in electric power infrastructure investments, power market participation, and bilateral power contracting. Prepare and file responses to those positions in accordance with protecting CDWR-SWP power operations.
- Assist in cost impact studies, forecasts, and analysis on CDWR-SWP activities in the CAISO power market, power transactions, and power contracting. Assist in cost impact studies of California transmission grid upgrades and CDWR-SWP's resources interconnected to the grid.
- Assist CDWR-SWP power scheduling and settlement staff on power operation and CAISO power market participation in the area of CAISO MRTU tariff, business practice manual, operating procedures, CAISO full network modeling, master file data, and operational constraints.

Project Engineer/Scheduler

September 2007 - May 2008

McCarthy Building Companies, Inc., Merced, CA

- Development, updating, and analysis of CPM schedule for \$165 million 8-story hospital project and power plant.
- Solicitation of subcontractor schedule buy-in, resource loading, creation of fragnets, and all related reporting.
- Managing subcontractors from award of contract through closeout including procurement, RFI's, and change orders.

Project Engineer

August 2004 - January 2006

Pacific Construction Consultants, Inc., Rancho Cordova, CA

- Responsible for providing construction dispute services including: Cost and impact analyses, CPM schedule development and analyses (Primavera P3e, SureTrak, MS Project), entitlement and damage narratives, database creation and management, and providing litigation support and graphics.
- Project involvement includes: Architectural features for \$1 billion mall expansion and renovation in Las Vegas, medical center/hospitals, airport landing instrumentation upgrades, community center, fire station, and schools.

Radio Frequency Engineer II

February 2001 - May 2003

Nextel Communications, Inc., Sacramento, CA

- Wireless cell site design and modification in Motorola iDEN telecommunications network utilizing Agilent Wizard propagation modeling tool, search ring specification, antennae selection, MapInfo, and MPE calculations.
- Optimization for capacity and quality of service utilizing Agilent Nitro, Actix, GPS systems, Grade of Service, C/I plots, site modifications, and downlink and uplink analysis.
- RF troubleshooting using spectrum analyzers incorporating frequency planning in the SMR band, VSWR measurement tools, interference isolation, NARDA RF safety testing, and coordinating with operations staff.

Associate Engineer

November 1998 - November 2000

Corporate Control, Inc., Rancho Cordova, CA

- Created design-build packages, pre-permit to final construction, for high voltage substations and pole lines for commercial and industrial facilities interconnecting at up to 115kV. Utilized AutoCAD, conducted title research, investigated zoning requirements, and surveyed project site.
- Maintained internal LAN for corporate PC network running Microsoft Windows server environment.
- Co-developed a weeklong computer hardware and software installation course within a diverse team environment and instructed multiple classes of 40 plus AT&T staff and technicians on this curriculum.

References are available upon request.

Randi Kay Stephens

From: City of Rancho Cordova <ranhocordova@enotify.visioninternet.com>
Sent: Saturday, July 23, 2022 4:22 PM
To: Stacy Delaney; Randi Kay Stephens
Subject: *NEW SUBMISSION* 2022 Community Enhancement & Investment Fund Citizen Oversight Board Application

2022 Community Enhancement & Investment Fund Citizen Oversight Board Application

Submission #: 1836820
IP Address: 67.58.226.200
Submission Date: 07/23/2022 4:22
Survey Time: 36 minutes, 44 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

1. Full Name

Lisa Burns

2. Full Address

Rancho Cordova, CA

3. Phone**4. Email****5. How many years have you been a Rancho Cordova resident?**

10

6. If employed, what is the name of your employer?

retired

7. Do you own property or have business interests in the City of Rancho Cordova?

No

Read-Only Content

8. The Oversight Board is expected to meet a couple times per year in the early evening hours. Meetings may last several hours. List any days or evenings that you would not be available. For example, the third Wednesday of every month.

I am normally unavailable for the remainder of the year on the 2nd Monday of every month in the evening. I can make an exception for the October 10th below date listed.

ITEM 12.2.

ATTACHMENT 2

9. You must be available to attend a meeting on the evening of October 10 or 11, 2022. Are you able to attend either in-person or by Zoom? The meeting begins at 4:30 PM and will last approximately 2-3 hours. The next meeting will occur in late October or early November 2022.

Yes

10. List your past experience serving within the community of Rancho Cordova.

I have volunteered for the Covid vaccination clinics. I am also a graduate of the Rancho Cordova Police Department's 'Citizen's Academy' October 2019. Additionally, I am on the Board of Directors for Wildlife Care Association serving the Sacramento area.

11. Have you ever served as an Oversight Board member before?

No

12. I believe I will bring the following strengths, skills, knowledge and assets to service on the Oversight Board.

My career has been in the wholesale food industry. As a Senior Manager, I was responsible for teams across California and Hawaii, created an approximate 850 million dollar budget annually for 15 years. I also negotiated with vendors for profitable solutions. I like to think strategically and focus on the task at hand while respecting competing opinions.

13. State why you want to serve on the Oversight Board.

I have lived in Rancho Cordova since 2012. I love my city and all that it does for its' citizens. Rancho Cordova actively demonstrates care, respect, and fun! Summer concerts, art exhibits, summer night movies, vaccine clinics, drive through free smoke detectors, newsletters promoting all things Rancho, on and on. I am recently retired and would like to give back in a capacity that I feel is a good fit for me.

14. Have you ever been a direct recipient of a Community Enhancement & Investment Fund Grant? This means you are/were a paid employee who received more than \$500 in the last 12 months from an organization or individual that received a grant or that you personally received one.

No

15. Are you a current direct recipient of a Community Enhancement & Investment Fund grant?

No

16. Do you know of any reason, such as a conflict of interest (financial or otherwise), that would adversely affect your ability to serve on the Oversight Board?

No

17. Use this space to provide any additional information or comments.

18. Please attach your resume.

Resume, Lisa Burns.docx

19. Upload any additional documentation here. Examples of additional documentation are letters of recommendation, etc.

20. I declare, under penalty of perjury, that all statements in this application are true and complete to the best of my knowledge and belief. I legally reside full time in the city limits of Rancho Cordova, am at least 18 years of age, and a registered voter of Rancho Cordova.

Yes

Thank you,
City of Rancho Cordova

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Lisa Burns

EXPERTISE SUMMARY

- Results oriented industry professional with 22 Years experience managing teams, vendors, and income.
- Extensive experience managing the profit and loss statements in conjunction with finance departments.
- Expertise in budgeting and achieving specific income lines to an overall profit goal.
- Excellent communication skills achieving national company objectives at a local and national level.
- Management professional for the largest grocery wholesaler in the United States.

EXPERIENCE

SENIOR MANAGER, MERCHANDISING & MARKETING, WEST COAST **2003-2020**
C&S WHOLESALE GROCERS, RANCHO CORDOVA, CA

- Provide leadership to a team of 32 associates between California and Hawaii while achieving zero salaried turnover among direct reports.
- Responsible for all grocery, frozen, and candy related items representing 85% of total divisional sales volume.
- Exceeded yearly budgeted gross profit of \$26,000,000 with an annual sales volume of \$500,000,000.
- Created a multi-million dollar budget annually and presented to corporate.
- Negotiated and executed selling events/programs to the vendor community.
- Promoted three times in the past ten years and currently reporting to the Division Vice President serving as backup in his absence.

SENIOR BUYER, WEST COAST **1995-2003**
FLEMING FOODS, DALLAS, TX

- Responsible for all grocery, frozen and candy item procurement and inventory management.
- Managed the West Coast procurement team in a corporate environment.
- Promoted from Buyer to Senior Buyer, Team Lead within three years.
- Promoted to lead procurement contact to our largest customer, Target stores corporate account.
- Achieved service level, inventory, and margin goals.

ASSISTANT STORE MANAGER **1991-1995**
ARVEY PAPER & OFFICE PRODUCTS, SACRAMENTO, CA

- Responsible for buying inventory and team management.
- Managed ongoing customer relations.
- Implemented ongoing store item sets and upkeep.
- Completed opening and closing store registers.

EDUCATION

Bachelors of Science
California State University, Chico

From: [City of Rancho Cordova](#)
To: [Stacy Delaney](#); [Randi Kay Stephens](#)
Subject: *NEW SUBMISSION* 2022 Community Enhancement & Investment Fund Citizen Oversight Board At-Large Student Application
Date: Wednesday, September 7, 2022 5:42:15 PM

2022 Community Enhancement & Investment Fund Citizen Oversight Board At-Large Student Application

Submission #: 1951548
IP Address: 67.58.230.169
Submission Date: 09/07/2022 5:42
Survey Time: 12 minutes, 18 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

1. Full Name

Sriyans Kanneganti

2. Full Address

Rancho Cordova, California 95670

3. Phone**4. Email****5. What is the name of the school you currently attend?**

Cordova High School

6. What grade level are you in?

11

Read-Only Content**Read-Only Content**

7. The Oversight Board is expected to meet a couple times per year in the early evening hours. Meetings may last several hours. List any days or evenings that you would not be available. For example, the third Wednesday of every month.

Every weekday. plus a Saturday here or there.

8. You must be available to attend a meeting on the evening of October 10 or 11, 2022. The meeting will last approximately 2-3 hours. The next meeting will occur in late October or early November 2022. Are you available to attend the meeting?

Yes

9. List your past experience serving within the community of Rancho Cordova.

I have participated in PRO Youth's City Hall program where we pitched ideas to a mock City Council on how to improve Rancho Cordova.

10. Have you ever served as an Oversight Board member before?

No

11. I believe I will bring the following strengths, skills, knowledge and assets to service on the Oversight Board.

I am a patient and hard-working person that is open-minded. I can easily work with others and in a team. I have experience in technology, high-level writing, and finances.

12. State why you want to serve on the Oversight Board.

I want to be able to serve my community in a financial way and oversee the Community Enhancement Fund, I have always wondered what it was and what does it do.

13. Do you know of any reason such as a conflict of interest (financial or otherwise), which would adversely affect your ability to serve on the Oversight Board?

Yes

14. If you answered yes, please explain.

I am expecting to be a paid intern at Studio T Arts and Entertainment and am expecting to be out for the whole working week.

15. Use this space to provide any additional information or comments.

16. Upload any additional documentation here. Examples of additional documentation are resumes, letters of recommendation, etc.

17. I declare, under penalty of perjury, that I am a student attending a high school within the Folsom Cordova Unified School District or a Folsom Lake College/Rancho Cordova Promise Program college student (current or past recipient) attending Folsom Lake College.

Yes

18. I declare, under penalty of perjury, that all statements in this application are true and complete to the best of my knowledge and belief and that I legally reside in the city limits of Rancho Cordova.

Yes

Thank you,

City of Rancho Cordova

This is an automated message generated by Granicus. Please do not reply directly to this email.

From: [City of Rancho Cordova](#)
To: [Stacy Delaney](#); [Randi Kay Stephens](#)
Subject: *NEW SUBMISSION* 2022 Community Enhancement & Investment Fund Citizen Oversight Board At-Large Student Application
Date: Thursday, September 8, 2022 8:31:33 PM

2022 Community Enhancement & Investment Fund Citizen Oversight Board At-Large Student Application

Submission #: 1954178
IP Address: 73.12.150.169
Submission Date: 09/08/2022 8:31
Survey Time: 48 minutes, 27 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

1. Full Name

Nia Danelia

2. Full Address

Rancho Cordova, CA 95670

3. Phone**4. Email****5. What is the name of the school you currently attend?**

Cordova High School

6. What grade level are you in?

10th

Read-Only Content**Read-Only Content**

7. The Oversight Board is expected to meet a couple times per year in the early evening hours. Meetings may last several hours. List any days or evenings that you would not be available. For example, the third Wednesday of every month.

Some Saturdays.

8. You must be available to attend a meeting on the evening of October 10 or 11, 2022. The meeting will last approximately 2-3 hours. The next meeting will occur in late October or early November 2022. Are you available to attend the meeting?

Yes

9. List your past experience serving within the community of Rancho Cordova.

I participate in service events throughout Rancho Cordova, hosted by Key Club and CSF.

10. Have you ever served as an Oversight Board member before?

No

11. I believe I will bring the following strengths, skills, knowledge and assets to service on the Oversight Board.

I am a diligent worker who can think clearly and tactically while making decisions. I can think critically and independently. For example, I can guide individuals to success in group initiatives. I have excellent listening abilities and can quickly grasp new knowledge. I can talk in front of an audience of any size. Serving on the Oversight Board requires a lot. I can confidently claim that I am a responsible and organized person, meaning I will gladly keep myself accountable for my duties. Self-discipline and determination are already implemented in my brain because I've grown around environments where slacking off isn't an option. Whenever there's a job to do, I get it done on time.

12. State why you want to serve on the Oversight Board.

I want to serve on the Oversight Board because I think it's a great opportunity to be more involved with the Rancho Cordova community. I'd like to learn more about the city and help out to the best of my ability with any challenges. My goal is to be able to provide and help out at all times, and I firmly believe the Oversight Board will help me achieve that goal for our community.

13. Do you know of any reason such as a conflict of interest (financial or otherwise), which would adversely affect your ability to serve on the Oversight Board?

No

14. Use this space to provide any additional information or comments.

I wasn't sure about how I was supposed to submit my volunteer liability form so I will attach the link here. If there is a preferred way to submit the file please let me know and I will fix it immediately.

file:///C:/Users/nia/Downloads/Volunteer%20Liability%20Waiver.pdf

15. Upload any additional documentation here. Examples of additional documentation are resumes, letters of recommendation, etc.

Resume_Nia_Danelia.docx

16. I declare, under penalty of perjury, that I am a student attending a high school within the Folsom Cordova Unified School District or a Folsom Lake College/Rancho Cordova Promise Program college student (current or past recipient) attending Folsom Lake College.

Yes

17. I declare, under penalty of perjury, that all statements in this application are true and complete to the best of my knowledge and belief and that I legally reside in the city limits of Rancho Cordova.

Yes

Thank you,

City of Rancho Cordova

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Nia Danelia

Rancho Cordova, CA 95670

EDUCATION

Cordova High School, Rancho Cordova, CA Graduate 2025
Classes: IM3, Honors English II, Honors Chemistry, Business Tech and Communication

WORK EXPERIENCE

Long Island Ice Cream, Rancho Cordova, CA, August – December 2020
Cashier: Responsibilities include walk-in orders, accepting payments, satisfying customer needs
Prestige Casino Parties, California July – Present
Dealer: Responsibilities include having engaging conversations with customers, entertaining the customer, and making sure the game and event flows smoothly

SKILLS AND ABILITIES

ORGANIZED

- ❖ Always on time or early
- ❖ Prepared for all upcoming tasks
- ❖ Properly ordered goals and priorities

COMMUNICATION SKILLS

- ❖ Able to talk to strangers
- ❖ Experienced in customer service
- ❖ Able to comprehend and listen well

STRATEGIC THINKING AND DECISION-MAKING

- ❖ Able to think independently
- ❖ Able to use logic and reasoning for the best outcome
- ❖ Able to take risks

TEAM PLAYER

- ❖ Able to efficiently collaborate with team members
- ❖ Able to provide comprehensive feedback
- ❖ Able to engage and contribute to conversations

AWARDS, LICENSES, AND CERTIFICATES

- ❖ Inquirer Lancer of the Month, 2021
- ❖ Honors 9th Grade English Medal and Certificate, 2021
- ❖ Coaches award for Cordova Blue Marlins, 2022

ACTIVITIES

- ❖ Attend several service events (Key Club), 2021-2022
- ❖ California Scholarship Federation Club, 2021-2022
- ❖ Swim Team 2021-2022

From: [City of Rancho Cordova](#)
To: [Stacy Delaney](#); [Randi Kay Stephens](#)
Subject: *NEW SUBMISSION* 2022 Community Enhancement & Investment Fund Citizen Oversight Board At-Large Student Application
Date: Saturday, September 10, 2022 2:05:36 PM

2022 Community Enhancement & Investment Fund Citizen Oversight Board At-Large Student Application

Submission #: 1956803
IP Address: 174.50.166.106
Submission Date: 09/10/2022 2:05
Survey Time: 36 minutes, 8 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

1. Full Name

Valeria Aguilar

2. Full Address

Rancho Cordova, CA 95670

3. Phone**4. Email****5. What is the name of the school you currently attend?**

Cordova High School

6. What grade level are you in?

10th

Read-Only Content**Read-Only Content**

7. The Oversight Board is expected to meet a couple times per year in the early evening hours. Meetings may last several hours. List any days or evenings that you would not be available. For example, the third Wednesday of every month.

I am available on any evening during the week as long as I get enough notice. I prefer not on Fridays so I can go to CHS Football games.

8. You must be available to attend a meeting on the evening of October 10 or 11, 2022. The meeting will last approximately 2-3 hours. The next meeting will occur in late October or early November 2022. Are you available to attend the meeting?

Yes

9. List your past experience serving within the community of Rancho Cordova.

I have been volunteering at Rancho Cordova community events since I can remember. I carried the July parade banner for the city in 2021. I also hoped on the city float this year. In 2021, I volunteered over 100 hours in my community. I passed out flyers to residents about COVID vaccines and rental rates. I have volunteered at Heart Stoppers at the Mineshaft, Hall of Fame, iFest, Tree Lighting, 4th of July (before and after), Kids Day, Food Locker, Track Meet, Electronic recycling, and more. I try to help anywhere I can.

10. Have you ever served as an Oversight Board member before?

No

11. I believe I will bring the following strengths, skills, knowledge and assets to service on the Oversight Board.

I am really shy, but I have a lot to say about my community. I am a second-generation proud Rancho Cordovan. I went to White Rock Head Start, Williamson Elementary, Mitchell Middle School, and now Cordova High School. I grew up with a disabled parent and had to learn to do things for myself from a very early age. I am very independent and like to stay informed. I sit and watch FCUSD board meetings with my parents. I am a Mexican-American female in a city with a lot of diversity. I have spent my entire summers in Mexico learning Spanish and learning about my heritage. I like to think outside the box and try new things. I am also a member of the Rancho Cordova arts and have been for two years. When I am not volunteering I love to paint. I also lived in WA state for 3 years where I learned to enjoy nature but appreciate my City, Rancho Cordova.

12. State why you want to serve on the Oversight Board.

I want to start by saying that this is a bit intimidating and scary. I do not know who I would be working with or exactly what I will be doing. But I do know that I want to do something outside my comfort zone and give it a try. Change happens when you try something new.

13. Do you know of any reason such as a conflict of interest (financial or otherwise), which would adversely affect your ability to serve on the Oversight Board?

No

14. Use this space to provide any additional information or comments.

Thank you for taking the time to read my application. I look forward to hearing from you soon.

<https://ranchocordovaarts.org/member-directory#!biz/id/6102d1cab1c2bf2f31046c42>

15. Upload any additional documentation here. Examples of additional documentation are resumes, letters of recommendation, etc.**16. I declare, under penalty of perjury, that I am a student attending a high school within the Folsom Cordova Unified School District or a Folsom Lake College/Rancho Cordova Promise Program college student (current or past recipient) attending Folsom Lake College.**

Yes

17. I declare, under penalty of perjury, that all statements in this application are true and complete to the best of my knowledge and belief and that I legally reside in the city limits of Rancho Cordova.

No

Thank you,
City of Rancho Cordova

This is an automated message generated by Granicus. Please do not reply directly to this email.

From: [Valeria Aguilar](#)
To: [Randi Kay Stephens](#)
Subject: Re: *NEW SUBMISSION* 2022 Community Enhancement & Investment Fund Citizen Oversight Board At-Large Student Application
Date: Tuesday, September 13, 2022 1:56:46 PM

Yes that is correct, I meant to say yes.

Sent from my iPhone

On Sep 12, 2022, at 4:54 PM, Randi Kay Stephens
<rstephens@cityofranchocordova.org> wrote:

Hi Valeria –

I'd like to ask you a question about your application.

I think you may have meant to type Yes but your application currently says No to the 17th (last) question. Can you please confirm your response?

17. I declare, under penalty of perjury, that all statements in this application are true and complete to the best of my knowledge and belief and that I legally reside in the city limits of Rancho Cordova.

Thanks,

Randi Kay

Randi Kay Stephens, MPA
Community Enhancement and Investment Management Analyst II
City Manager's Office
City of Rancho Cordova
2729 Prospect Park Dr.
Rancho Cordova, CA 95670
(916) 851-8781
www.cityofranchocordova.org

From: Randi Kay Stephens
Sent: Saturday, September 10, 2022 4:51 PM
To
Cc: Stacy Delaney <sdelaney@cityofranchocordova.org>
Subject: Re: *NEW SUBMISSION* 2022 Community Enhancement & Investment Fund
Citizen Oversight Board At-Large Student Application

Thank you for applying! We will follow up with more information about the 9/19 council meeting by email.

Randi Kay

Randi Kay Stephens, MPA

Community Enhancement and Investment Management Analyst II
City Manager's Office
City of Rancho Cordova
2729 Prospect Park Dr.
Rancho Cordova, CA 95670
(916) 851-8781
www.cityofranchocordova.org

On Sep 10, 2022, at 2:05 PM, City of Rancho Cordova
<ranchocordova@enotify.visioninternet.com> wrote:

**2022 Community Enhancement & Investment Fund Citizen
Oversight Board At-Large Student Application**

Submission #: 1956803
IP Address: 174.50.166.106
Submission Date: 09/10/2022 2:05
Survey Time: 36 minutes, 8 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

1. Full Name

Valeria Aguilar

2. Full Address

Rancho Cordova, CA 95670

3. Phone**4. Email****5. What is the name of the school you currently attend?**

Cordova High School

6. What grade level are you in?

10th

Read-Only Content**Read-Only Content**

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Yes

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No

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City of Rancho Cordova

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MEMORANDUM



ITEM 12.3.

DATE: September 19, 2022
TO: Honorable Mayor and Council Members
FROM: Micah Runner, Deputy City Manager
SUBJECT: **DISCUSSION ON NAMING OF STREETS AND FACILITIES**

RECOMMENDATION

Receive information and provide direction as needed.

RESULT OF RECOMMENDED ACTION

Provide an update from the naming committee 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 Council Member 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. Additionally, the Rancho Cordova Chamber Leadership class presented their class project to the City Council on an initiative to name streets after veterans and public safety personnel that are connected to the Rancho Cordova community.

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.

On October 4, 2021, an update was provided, and direction was received to work with the Council naming committee to discuss the process for the naming of streets and facilities in the City of Rancho Cordova.

An update will be provided on the work completed by the street naming subcommittee of Council Member Sander and Council Member Budge with a discussion of the criteria for people names and potential theme categories for the the naming of streets in the City's new development areas. The discussion will be split into three different areas for discussion: City Facilities/Major Roads, Neighborhood Streets, and Community Greens.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact.

ATTACHMENT(S)

1. Presentation

Facilities and Street Naming

Micah Runner, Deputy City Manager
September 19, 2022



Tonight's Goal

- 1. Review and comment on criteria for facilities and major streets**
- 2. Review approach and add any additional themes for Neighborhood Streets or categories of people**
- 3. Confirm approach for the naming of Community Greens**



**City Facilities
and Major Roads**

**Neighborhood
Street Names**

**Community
Greens**

Public Facilities and Major Streets

Process:

- Recommendation by the naming committee based on established criteria
- Full Council approval of any name

Criteria:

- Substantial contribution to Rancho Cordova (Volunteer)*
- Substantial contribution to Rancho Cordova (Professional)
- From Rancho Cordova with national accomplishments
- Connection to the facility being named

Question:

Any other criteria to add to the list?



Neighborhood Street Names

Process:

- Developers can select a theme category based on the approved list or City approved alternative theme
- The naming committee will work on ways to establish a list of individual people names to be used by developers

Question:

Any additional themes or categories of people to add to the list?



Neighborhood Street Names

Themes

- Trees in Northern California
- Gold Rush History
- Space (Rockets or others)
- Wine/Vineyards
- California History
- Natural Elements
- California Wildflowers
- Scientific elements
- Aerojet Scientists (Westborough)
- Other developer requested themes as approved

People

- Community Leaders
 - CCC
 - City of RC
 - Non-Profit Boards
 - Special Districts
- Veterans from/living in Rancho Cordova
- Sport Hall of Fame
- Faith Leaders
- Public Officials
- School Officials/Teachers
- Original landowners
- Other

Next Steps

1. Immediately start providing themes to developers to use for new neighborhoods
 2. Continue to meet with the naming subcommittee to develop list of people names for facilities, major roads and neighborhood streets
- * Pull the naming committee together as needed moving forward**

Recommendation and Direction

1. Facilities and Major Streets

Approach

- Requires full Council discussion for approval of any naming
- Recommendation from the naming committee through an established process and guidelines

Question?

- Review and comment of the criteria?

2. Neighborhood Streets

Approach

- Direction provided by City staff based on the naming committee's themes recommendations
- People names list developed through process to allow developers to select off a reviewed list

Question?

- Any additional category themes or categories of people for the list?

3. Community Greens

Approach

- Consistent with the neighborhood theme and chosen by staff/developer