CITY OF RANCHO CORDOVA

CITY COUNCIL MEETING
Monday, July 3, 2023

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Join the Meeting Via Zoom Link:
https://cityofranchocordova.zoom.us/j/84179775062?pwd=dDVFV2k1T1NLY28rY29WQ3lNVk1KQT09

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Zoom Phone Number: +1 669 900 6833, +1 253 215 8782, 888 475 4499 (Toll Free)
Webinar ID: 841 7977 5062
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 2:00 p.m. on Monday, July 3, 2023. Written comments received no later than 2:00 p.m. will be distributed to the Council, filed in the record, and will not be read aloud. All comments submitted later than 2:00 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 before Monday, July 3, 2023, at 2:00 p.m.

AGENDA

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

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 Robert McGarvey to lead the Pledge.

4. INVOCATION

Ken Cooley will give the invocation.

5. PRESENTATIONS

5.1. Council Member Siri Pulipati's Birthday on July 6, 2023.

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 June 19, 2023.
Recommendation: Adopt the Minutes.

9.2. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2023-44 with Bennett Engineering Services, Inc. in an Amount not to Exceed $449,090 for Design of the Sunrise Boulevard Rehabilitation Phase 3 Project.
Recommendation: Adopt the Resolution.

9.3. **Subject:** A Resolution Amending the 2023 Rancho Cordova City Council Meeting Schedule.
Recommendation: Adopt the Resolution.

9.4. **Subject:** Resolutions of Intention to Establish the City of Rancho Cordova Grantline 220 Community Facilities District No. 2023-1, to Levy a Special Tax Therein, and to Incur Bonded Indebtedness in and for the District to Finance the Acquisition and Construction of Certain Public Facilities in and for such District.
Recommendation: Adopt the Resolutions.

9.5. **Subject:** A Resolution Approving A $250,000 Dollar-for-Dollar Match for the Economic Development Agency's Build to Scale Notice of Funding Application.
Recommendation: Adopt the Resolution.

9.6. **Subject:** A Resolution Authorizing the City Manager to Execute Contract 2021-270-2 with Sacramento County District Attorney's Office in an Amount Not to Exceed $155,439 for Community Prosecution Program Services through June 30, 2024.
Recommendation: Adopt the Resolution.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

None.

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

12.1. **Subject:** Celebration of the City of Rancho Cordova's 20th Anniversary.
Recommendation: Provide 20th anniversary update, video and special presentations.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURNMENT

ADDITIONAL INFORMATION

Special Meetings listed below are subject to change/cancellation without further notice.

Unless the Council adopts a motion to extend the meeting, any item that is not initiated before 11:00 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.cityofranchocordova.org on Thursdays or Fridays prior to the Regular City Council Meeting.

UPCOMING MEETINGS

July 25, 2023	5:30 PM Special Meeting/Work Session
August 7, 2023	4:00 PM Special Meeting/Regular Meeting
August 23, 2023	5:30 PM Regular Meeting
August 29, 2023	5:30 PM Special Meeting/Work Session
September 5, 2023	4:00 PM Special Meeting/Regular Meeting
September 18, 2023	5:30 PM Regular Meeting
September 26, 2023	5:30 PM Special Meeting/Work Session
October 2, 2023	4:00 PM Special Meeting/Regular Meeting
October 16, 2023	5:30 PM 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 July 3, 2023 Regular Meeting of the Rancho Cordova City Council was posted and available for review on June 29, 2023 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 June 29, 2023 at Rancho Cordova, California.

Stacy Leitner

Stacy Leitner, CMC
City Clerk

ITEM 9.1.

CITY OF RANCHO CORDOVA

CITY COUNCIL MEETING
Monday, June 19, 2023

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Budge called the Regular meeting to order in the David B. Roberts Council Chambers at 5:47 p.m.

Council Members Present: Garrett Gatewood, Siri Pulipati, David Sander (joined at 5:48 p.m.), Donald Terry, and Mayor Linda Budge

ACTION: Motion allow Council Member Terry to participate in the June 19, 2023, City Council meeting remotely under emergency circumstances in accordance with AB2449 by Sander second by Pulipati;
Motion passed with a 4:0 vote.

Council Members Absent: None

Staff Members Present: Haley Arata, Stacy Leitner, Adam Lindgren, Persephonie Riley, and Micah Runner

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

3. PLEDGE OF ALLEGIANCE

Tim Murphy led the pledge.

4. INVOCATION

Walter Little with St. John Vianney Catholic Church gave the invocation.

5. PRESENTATIONS

None.

6. PUBLIC COMMENT

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

1. Barbara Thomen
2. Sharon Coates
3. Michelle Forrest
4. James Garcia
5. Cathy Birch
6. Brenda Gustin
7. Helen Whelan-Bashaw
8. James Garcia
9. Brenda Gustin
10. Marilyn Metzger
11. Valerie Knippschild

Mayor Budge closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CITY MANAGER'S REPORT

City Manager Micah Runner gave his report.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

Mayor Budge stated that item 9.6 and 9.7 would be pulled for separate discussion.

Mayor Budge opened the public comment period. Seeing no speakers, Mayor Budge closed the public comment period.

ACTION: Motion to approve items 9.1 through 9.5 and items 9.8 through 9.13 by Gatewood second by Terry;
Motion passed with a 5:0 vote.

9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of June 5, 2023.
Recommendation: Adopt the Minutes.

9.2. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2023-26 with PB Electric Inc. in an Amount not to Exceed $880,910 for the Pump Station Generators Project.
Recommendation: Adopt the Resolution.

9.3. **Subject:** Approval of the Second Round of Nonprofit COVID-19 Recovery and Support Grants.
Recommendation: Receive a staff report and approve the second round of nonprofit COVID-19 recovery grants for FY 2022-2023.

9.4. **Subject:** A Resolution Approving the Annexation of Sunridge Villas Project to the City of Rancho Cordova Community Facilities District No. 2014-2 (Street, Lighting and Landscape Maintenance).
Recommendation: Adopt the Resolution.

9.5. **Subject:** A Resolution of the City Council of the City of Rancho Cordova Declaring its Intention to Transfer Delinquent Refuse Service Charges to the Property Tax Rolls and to Set a Public Hearing for the Same.
Recommendation: Adopt the Resolution.

9.6. **Subject:** Approval of the Annexation Boundary Map for the Logisticenter Project and Annexation to the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance).
Recommendation: Adopt the Resolution.

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

1. James Garcia
2. Helen Whelan-Bashaw
3. James Garcia
4. Jennifer Garcia

Mayor Budge closed the public comment period.

ACTION: Motion to approve item 9.6. by Terry second by Sander;
Motion passed with a 4:1 vote.
AYES: Pulipati, Sander, Terry, and Budge
NOES: Gatewood
ABSENT: None
ABSTAIN: None

9.7. **Subject:** A Resolution Declaring the City's Intention to Impose an Annual Stormwater Utility Fee for the Maintenance of Storm Drainage and Flood Protection Systems for the Logisticenter Project.
Recommendation: Adopt the Resolution.

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

1. James Garcia
2. Helen Whelan-Bashaw
3. James Garcia
4. Jennifer Garcia

Mayor Budge closed the public comment period.

ACTION: Motion to approve item 9.7. by Terry second by Sander;
Motion passed with a 4:1 vote.
AYES: Pulipati, Sander, Terry, and Budge
NOES: Gatewood
ABSENT: None
ABSTAIN: None

9.8. **Subject:** A Resolution Authorizing the Application for Grant Funds from the Wildlife Conservation Board for the American River Parkway Trails Enhancement Project.
Recommendation: Adopt the Resolution.

9.9. **Subject:** A Resolution Authorizing the Public Works Director to Execute Contract No. 2023-59 the Smart City Managed Services Agreement with SiFi Networks Rancho Cordova LLC.
Recommendation: Adopt the Resolution.

9.10. **Subject:** A Resolution Authorizing an Application to and Participation in the Behavioral Health Continuum Infrastructure Program for the Health and Wellness Center at the Mills Crossing Project.
Recommendation: Adopt the Resolution.

9.11. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2020-37-1 with the City of Sacramento to Extend the Contract Term to June 30, 2025, which Results in Increasing the Contract Amount from $75,000 to an Amount not to Exceed $145,000 for Household Hazardous Waste Collection Services.
Recommendation: Adopt the Resolution.

9.12. **Subject:** A Resolution Determining the Special Tax Levy and Authorizing the Levy of Special Taxes for Police Protection Services within the Rancho Cordova Special Police Tax Area for Fiscal Year 2023-2024.
Recommendation: Adopt the Resolution.

9.13. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2023-84 with AECOM in an Amount not to Exceed $420,894 for a Term of June 19, 2023, to December 31, 2024, for the Preparation of an Environmental Impact Report for the Westborough at Easton Specific Plan Project.
Recommendation: Adopt the Resolution.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

None.

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

12.1. **Subject:** A Resolution Authorizing the City Manager to Execute a Sponsorship Agreement with the California Airshow Group for $300,000 through June 30, 2025.
Recommendation: Adopt the Resolution.

Council Member Terry recused himself from item 12.1 due to a conflict of interest related to his wife's employment with the California Airshow Group.

Mayor Budge opened the public comment period. Seeing no speakers, Mayor Budge closed the public comment period.

ACTION: Motion to approve item 12.1 by Gatewood second by Sander;
Motion passed with a 4:0 vote.
AYES: Gatewood, Pulipati, Sander, and Budge
NOES: None
ABSENT: None
RECUSED: Terry

12.2. **Subject:** Presentation of the City's Smart City Roadmap.
Recommendation: Receive the presentation and provide input.

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

1. Jennifer Garcia
2. James Garcia
3. Valerie Knippschild

Mayor Budge closed the public comment period.

ACTION: Input was received regarding the Presentation of the City's Smart City Roadmap.

12.3. **Subject:** An Urgency Ordinance of the City Council of the City of Rancho Cordova Establishing a Temporary Moratorium on the Establishment, Expansion, or Modification of Uses in the Villages of Zinfandel Special Planning Area Designated Therein as M-1 (Light Industrial) and MP (Office Industrial Park) Zones.
Recommendation: Introduce and adopt the Urgency Ordinance.

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

1. James Garcia
2. Valerie Knippschild
3. James Garcia
4. Jennifer Garcia

Mayor Budge closed the public comment period.

ACTION: Motion to approve item 12.3 with the updates presented by the City Attorney by Sander second by Gatewood;
Motion passed with a 5:0 vote.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

1. Report Back on Wildlife Habitat Conservation Process

14. ADJOURN TO CLOSED SESSION

Mayor Budge adjourned the meeting to closed session at 8:27 p.m.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Budge called closed session to order at 8:27 p.m.

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

Council Members Absent: None

Staff Members Present: Stacy Leitner, Adam Lindgren, and Micah Runner

16. CLOSED SESSION

Council met in closed session to discuss the following item:

16.1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (pursuant to California Government Code Section 54956.9(d)(1)) Stone Creek Residents for Smart

Growth, an unincorporated association v. City of Rancho Cordova, Respondent; Dermody Properties, and DOES 1-10 Real Parties in Interest. Sacramento Superior Court Case No. 23WM000026.

16.2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)(One Case relating to a Letter from Gloria Smith received on June 12, 2023, Notice of Potential Brown Act Violation: LogistiCenter at Rancho Cordova (PLND-1021-0015) and potential litigation by Stone Creek Residents for Smart Growth if the alleged violations are not cured).

16.3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)(One Case relating to a letter from Scott J. Rafferty on behalf of Neighborhood Elections Now received on June 7, 2023 petitioning the City to comply with the California Voting Rights Act (CVRA) by beginning the process of transitioning from at-large to single-member district City Council elections for the November 2024 Election or potentially be sued under the CVRA).

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 Budge adjourned the meeting in memory of Jim Streng at 10:40 p.m.

____

Stacy Leitner, CMC
City Clerk

MEMORANDUM

ITEM 9.2.

DATE: July 3, 2023

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Jesse Yabes, Assistant Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2023-44 WITH BENNETT ENGINEERING SERVICES, INC. IN AN AMOUNT NOT TO EXCEED $449,090 FOR DESIGN OF THE SUNRISE BOULEVARD REHABILITATION PHASE 3 PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2023-44 with Bennett Engineering Services, Inc. in an amount not to exceed $449,090 for the Sunrise Boulevard Rehabilitation Phase 3 Project.

BACKGROUND

Sunrise Boulevard is a principal arterial that is a critical backbone infrastructure in the City's Mobility Master Plan. Maintenance of this priority corridor is crucial to the long-term vision of the Mobility Plan, which is to support development of mixed-use land, support population growth, and to meet the needs of residents and visitors over the next 20 years. City staff is proposing a contract with Bennett Engineering Services, Inc. to deliver the plans, specifications and estimates for future construction of the project (see Attachment 2). Bennett Engineering Services, Inc. was chosen for this project based on their experience and placement in the City's pool of pre-qualified and competitively selected consulting firms.

The project area is Sunrise Boulevard, between Douglas Road and Kiefer Road (see Attachment 3). This project will evaluate the existing pavement and design a pavement overlay to improve the road surfaces, upgrade pedestrian push buttons with audible signals at crosswalks, evaluate and upgrade traffic signal poles at the intersection of Sunrise Boulevard and Bosphorous Drive, and upgrade the drainage along the southbound side of Sunrise Boulevard.

This project will provide motorists with a smoother ride, improve access for pedestrians, improve safety of infrastructure and improve stormwater conveyance and drainage to prevent flooding.

Rehabilitation of Sunrise Boulevard, from Douglas Road to Kiefer Road, is necessary and aligns with City goals to promote the positive image of Rancho Cordova and ensure the availability of the best public services in the region while practicing sound financial management.

FISCAL IMPACT AND FUNDING SOURCE

Funding for this project consists of Gas Tax, Measure A, and Measure R funds. There is no impact on the City’s General Fund. This project is included in the City's current approved Five-Year Capital Improvement Plan (Fiscal Year 2023/24 to Fiscal Year 2027/28).

ATTACHMENT(S)

1. Resolution
2. Contract No. 2023-44
3. Project Location Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2023-44 WITH BENNETT ENGINEERING SERVICES, INC. IN AN AMOUNT NOT TO EXCEED $449,090 FOR DESIGN OF THE SUNRISE BOULEVARD REHABILITATION PHASE 3 PROJECT

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2023-44 with Bennett Engineering Services, Inc. in an amount not to exceed $449,090 for on-call engineering and design services for the Sunrise Boulevard Rehabilitation Phase 3 Project; and

WHEREAS, the project will include pavement overlay, pedestrian push buttons with audible signals, traffic signal pole design, and drainage improvements along southbound Sunrise Boulevard; and

WHEREAS, funding for this project consists of Gas Tax, Measure A, and Measure R funds; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2023-44 with Bennett Engineering Services, Inc. in an amount not to exceed $449,090 and in a form approved by the City Attorney for the Sunrise Boulevard Rehabilitation Phase 3 Project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of July 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

____
Linda Budge, Mayor

____
Stacy Leitner, CMC
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
BENNETT ENGINEERING SERIVCES, INC. FOR THE
SUNRISE BOULEVARD REHABILITATION PHASE 3 PROJECT**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Bennett Engineering Services, Inc. a California Corporation ("Professional") as of July__, 2023.

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

1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2025, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

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

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

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

Section 2. **COMPENSATION.** City hereby agrees to pay Professional a sum not to exceed Four Hundred Forty-Nine Thousand, Ninety Dollars and Zero Cents ($449,090.00), 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

Last Revised January 2022

forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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

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

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

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 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 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 Four Thousand Two Hundred Seventy-Five Dollars and Zero Cents ($4,275.00). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

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

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

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

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

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

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 **All Policies Requirements.**

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

4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

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

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

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

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

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

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

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

5.2 PERS Indemnification. In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any 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.

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

Section 6. STATUS OF PROFESSIONAL.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means 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 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.

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

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

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

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

Professional or prepared by or for Professional or the City in connection with this Agreement.

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

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

8.4 **Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach**. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 **Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

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

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

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

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

10.10 **Notices.** Any written notice to Professional shall be sent to:
Keith Rhodes, PE
1082 Sunrise Ave, Suite 100
Roseville, CA 95661
Email Address (for Insurance Update Requests)
krhodes@ben-en.com

Any written notice to City shall be sent to:
Jesse Yabes
2729 Prospect Park Dr.
Rancho Cordova, CA 95670
jyabes@cityofranchocordova.org

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

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

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

10.13 **IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

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
______________________________	______________________________
Micah Runner, City Manager	**Leo Rubio, President**
Date: ____________________	Date: ____________________

Attest:

____
Stacy Leitner, CMC, City Clerk

Date: ____________________

Approved as to Form:

____
Adam U. Lindgren, City Attorney

Last Revised January 2022

Exhibit A_Scope of Services

BEN|EN Y&C
Bennett Engineering Services + Y&C Transportation Consultants
1082 Sunrise Avenue, Suite 100
Roseville, CA 95661
(916) 783-4100
Sacramento | Fremont | Milpitas
www.ben-en.com

Client:	City of Rancho Cordova
Consultant:	Bennett Engineering Services Inc
Project:	Sunrise Boulevard Rehabilitation Project - Phase 3
Date:	June 2, 2023

Contract Expires June 30, 2025

Consultant's services shall be limited to those expressly set forth below, and Consultant shall have no other obligations or responsibilities for the Project or to the Client except as agreed to in writing or as provided in this Agreement. All of Consultant's services in any way related to the Project or Client shall be subject to the terms of this Agreement.

Project work description and location:
Bennett Engineering Services (BEN|EN) will provide project management and engineering support services to City staff including environmental clearance, public outreach, survey & topo mapping, utility coordination, drainage improvements, and pavement evaluation & resurfacing recommendations.

This project includes the preparation of plans, specifications, & estimate (PS&E), and bidding and construction assistance. Other services, if needed, as determined by City staff will be added by amendment.

The project is along Sunrise Blvd from the Douglas Drive to Kiefer Boulevard.

KEY WORK SCOPE ASSUMPTIONS:

Civil Work

- No ADA curb ramps improvements are anticipated.
- Drainage improvements along the southbound lanes.

Electrical Work

- Signal work will be performed at the Sunrise Blvd/Chrysanthy Blvd and Sunrise Blvd/Bosphorus Dr intersections.

Environmental Work

- City is requesting support in preparing the memorandum to accompany the Notice of Exception (NOE) that signifies CEQA exemption.
- The City will file the NOE with the Sacramento County Clerk, along with payment of all necessary filing fees, as needed.
- The NOE is for the Lead Agency file and does not require circulation for public comment.

Geotechnical Work

- A previous pavement report was made along Sunrise Boulevard from Kiefer Boulevard to Herodian Drive. This project will analyze the segment along Sunrise Boulevard from Herodian Drive to Douglas Boulevard.

Landscape Work

- No landscape or irrigation is planned.

Survey & Topographic Work

- Provide LiDAR survey from Douglas Blvd down to intersection of Sunrise Boulevard and Keifer.
- Establish ROW from record information along the West side of the corridor.
- All work will be done within existing right of way.
- No title reports are anticipated.

INITIALS:

______

______

TASK 1. Project Management

Subtask 1.1. Meetings and Field Reviews

BEN|EN, in coordination with City Project Manager, will coordinate monthly project meetings with representatives from subconsultants and appropriate City staff. BEN|EN will setup and facilitate all interagency, field review, and other project related meetings. BEN|EN will prepare all meeting agendas and meeting minutes. For in person meetings, BEN|EN will print and distribute the meeting agenda and minutes to the attendees in person or email the meeting agenda and minutes if it is a virtual meeting. Ten (10) meetings are anticipated.

Subtask 1.2. Project Schedule

BEN|EN will provide a project schedule, using Microsoft Project, showing the activities and milestones outlined in our project scope. The activities will show begin and end dates, duration and dependency on other tasks. The schedule will be refined and maintained on a regular basis and as decisions are made throughout the life of the project. We will discuss issues that may affect the project design, budget or schedule.

Subtask 1.3. Agency Coordination

BEN|EN will coordinate with the City and the Operations and Maintenance Department, along with utility purveyors. BEN|EN will inform the City Project Manager of all coordination efforts with outside agencies prior to any meeting with an outside agency or organization. Seven (7) meetings are anticipated.

Subtask 1.4. Monthly Invoices and Status Reports

A draft status report will be submitted for City approval prior to submittal of the first invoice. BEN|EN will prepare and submit monthly invoices and status reports to the City. The status reports will include project tasks completed, deliverables submitted and budget expenditures for that months invoice. Invoices will include employee rates, expenses per task, and a copy of any subconsultant invoices.

Subtask 1.5. Quality Control

BEN|EN will utilize our existing internal controls and the guidelines as set by the City, and we will provide technical resources necessary to ensure that deliverables are complete, and that they meet the City's requirements. Reviews will be conducted by experienced staff not directly involved with the design or preparation of the deliverables. The review will be documented using a review form indicating the reviewer's name, date of review, and the resolution of any comments. This task includes providing quality control reviews for the 60%, 90%, and Final PS&E submittals.

DELIVERABLES:

- *Meeting notices and agendas*
- *Project schedule (pdf)*
- *Meeting minutes*
- *Status report and monthly invoices*
- *Quality Assurance and Quality Control*

TASK 2. Preliminary Engineering

Subtask 2.1. LiDAR Mapping

UNICO will facilitate the delivery of a strip Mobile LiDAR 3D scan at 1=40' scale of the project area. The width of the scan will cover the full street width along Sunrise Boulevard from Douglas Boulevard to Kiefer Boulevard. The limits of scan will begin at the fence line that lies westerly of Sunrise Boulevard and will end at the easterly curb line. The scan will focus mainly on the southbound lanes and ground between the roadway and fence to assess drainage and flooding concerns. LiDAR data will be captured via Mobile LiDAR methodology to include a color ortho-rectified image, full planimetrics, 1' contours, DTM and .LAS files of the entire project limits. Survey will include the setting of ground control aerial panels along the project limits and random survey check shots to confirm contours and surface details.

UNICO will utilize the North American Datum (NAD83), California Coordinate System and the North American Vertical Datum (NAVD88) as the basis of our work. Control will be consistent with earlier phases

DELIVERABLES:

- *LiDAR Topographic AutoCAD Base File*
- *Color Ortho-Rectified Image*
- *Point Files, DTM, and *.LAS Files*
- *Control Diagram with Benchmarks, Datum and Basis of Bearings*

Subtask 2.2. Right of Way Survey

UNICO will survey and map only the westerly right of way along Sunrise Boulevard. UNICO will research and review record right of way and property maps including deed documents along the project limits. Approximately 3 United States of America properties are adjacent to the westerly right of way along the project alignment. For this phase of the project, UNICO will map the record right of way and adjacent properties from readily available maps, deeds, subdivision maps, and other public records. UNICO will perform field surveys to locate sufficient monuments of record to resolve and map the record right of way and affected property boundaries along the route. UNICO will prepare a right of way and boundary base drawing in AutoCAD format that will include right of way details, property owner information such as assessor's parcel numbers and current ownership references. Title reports are not expected to be used for this phase of the project. Title reports will become necessary in future phases of the project to fully resolve all properties, exceptions, dedications, easements and other constraints.

All monuments discovered in the roadway will be surveyed and mapped into the survey base file for future monument preservation/perpetuation activities.

DELIVERABLES:

- *AutoCAD Base File - Boundary Mapping*
- *Maps and Property Documents*

Subtask 2.3. California Environmental Quality Act (CEQA) Categorical Exemption (CE)

The proposed project requires discretionary action by the City (acting as CEQA Lead Agency) subjecting the action to CEQA. Our preliminary assessment of the proposed project suggests that the Project may be suitable for CEQA processing under one (or more) of the following CEs per the CEQA Guidelines:

- *Section 15301 (Class 1) – Existing Facilities*
- *Section 15302 (Class 2) – Replacement or Reconstruction*
- *Section 15304 (Class 4) – Minor Alterations to Land*

The CE will include a project description as well as supporting qualitative information and geospatial data.

A draft of the Notice of Exemption (NOE) form will be prepared and submitted to the City for review and comment. Following receipt of written comments from the City, a final NOE for approval by the Lead Agency's decision-making body for this Project (Planning Commission or

City Council) will be prepared. The 30-day statute of limitations will begin following submittal of the NOE by the City to the Sacramento County Clerk.

DELIVERABLES:

- *Draft NOE with supporting technical information (PDF Format)*
- *Final NOE with supporting technical information (PDF Format)*

Subtask 2.4. Pavement Evaluation

BEN|EN will evaluate the existing HMA pavement structural section and subgrade soil conditions by performing pavement coring and material sampling along Sunrise Boulevard within the project limits and provide conclusions and recommendations for repair and/or rehabilitation. Pavement rehabilitation will likely include isolated dig outs and grind/overlay with or without a pavement reinforcement interlayer. Rehabilitation may also include partial-depth reclamation (PDR) which is a cold-in-place (CIR) procedure limited to the existing HMA layer and capped with an HMA overlay.

We will perform the following services:

- *Perform a site reconnaissance to observe existing pavement conditions and mark-out proposed exploratory excavation locations.*
- *Notify subscribing utility companies via Underground Service Alert (USA) a minimum of two working days (as required by law) prior to performing exploratory excavations at the site.*
- *Prepare site-specific traffic control plans, apply for, and obtain an encroachment permit from the City of Rancho Cordova. We assume the permit fee will be waived.*
- *Perform up to **four (4) pavement cores** along the project alignment using a portable core machine. Cores will be located within the northbound and southbound lanes of Sunrise Boulevard. We assume this work will need to be performed at night. We assume one night of work will be required.*
- *Provide necessary traffic control measures during field work.*
- *Measure existing pavement section material thicknesses (HMA and AB, if present) at each core location.*
- *Obtain subgrade soil samples from the core locations.*
- *Upon completion, backfill the cores with excess excavated material and restore the pavement surface with rapid-set concrete.*
- *Perform up to **two (2)** laboratory R-Value tests to evaluate the pavement support characteristics of the subgrade soil along the project alignment.*
- *Perform other laboratory tests on selected samples to determine pertinent geotechnical parameters such as in-place moisture/density, moisture-density relationship, Atterberg limits, and grain size distribution.*
- *Analyze field and laboratory data and update the previous report for Phase 2 of this project with our conclusions and recommendations for pavement rehabilitation.*

DELIVERABLES: *Summary report will include (but not be limited to) the following:*

- *Scope of work summary*
- *Site map showing core locations*
- *Laboratory test results*
- *Existing pavement structural section thicknesses at the core locations*

- *Existing pavement condition description*
- *Subgrade soils conditions, and*
- *Conclusions and recommendations for pavement repair/rehabilitation*

Subtask 2.5. Public Outreach and Engagement

BEN|EN understands community outreach and face-to-face communication with the impacted property owners is critical and obtaining the necessary property rights on time is vital to the project's success. BEN|EN will work with City staff to explain the project improvements to the businesses and residents.

BEN|EN will provide strategic advice, project materials, and exhibits, coordinate with the project team, and attend public meetings as needed in support of City staff. Two (2) public informational meetings are anticipated. Outreach support will include coordination of appropriate public outreach and project informational meetings regarding the design of the project.

DELIVERABLES:

- Concept-Level Plans and Visual Aid Exhibits

TASK 3. Utility Coordination

BEN|EN will prepare Utility Letters B, and C, along with utility plans for the utility companies. Utilities known to operate in the vicinity of the project will be contacted. BEN|EN will map the existing utilities based on as-built plans, utility maps, and field observation of above ground utilities. Utility conflicts with the proposed design will be identified and we will work with each utility company to develop any adjustments of iron to meet proposed grades. Utility Letter A has been processed as part of another project and therefore not included in this contract.

Subtask 3.1. "B" Plans

Once the existing utility information is compiled, BEN|EN will prepare a summary of utility impacts and proposed resolutions. Subsequent utility "B" letters with project plans will be sent to the respective utility companies in accordance with the Utility Coordinating Procedures from APWA. These documents **will not** be sent to Caltrans for approval but will be kept for documentation for City's records and self-certification. This task includes potholing for a total of 3 days and performing electronic proving for 1 day.

Subtask 3.2. "C" Plans

For existing iron that needs to be adjusted, BEN|EN will coordinate with utility companies and provide "C" Plans to help schedule for the utility adjustment during the project construction.

TASK 4. Final Plans, Specifications, and Estimate Documents

BEN|EN will provide geometric design to identify newly formed flow patterns for drainage improvements. This will include sufficient design to help determine v-ditch flow patterns and low spots along the corridor to identify locations where drop inlets must be placed.

In addition, BEN|EN will analyze the impacts of the proposed storm drain improvements. The research will investigate the installation of roadside ditches and any storm drainpipe improvements along West side of Sunrise. The research will include analysis of the outfall and how the systems will get integrated with the City's overall storm drain system. BEN|EN will provide a Storm Water Drainage Report to document the findings.

Subtask 4.1. 60% Plans, and Estimate

BEN|EN will prepare and submit Plans, Specifications and Estimates to the City for review and comment. This submittal will include a complete set of construction drawings including but not limited to the following:

- *Title Sheet - 1*
- *General Notes/Construction Details - 2*
- *Survey Control Sheet/ Key Sheet – 1*
- *Typical Cross Section - 1*
- *Roadway Layouts - 12 (scale 1" =20')*
- *Storm Drain Plan and Profile – 2*
- *Signage and Striping – 6 (scale 1" =40')*
- *Drainage Flow Exhibit*
- *Storm Water Drainage Report*
- *Detailed Construction Cost Estimate*

Subtask 4.2. 90% Plans, Specifications, and Estimate

BEN|EN will prepare and submit 90% plans, specifications and estimates to the City for review and comment. Previous review comments received from the City will be tabulated; responses will be addressed and incorporated on the project plans as necessary.

Subtask 4.3. Final Plans, Specifications, and Estimate

Prepare and submit plans, specifications and estimates to the City for final review. Previous review comments received from the City will be tabulated; responses will be addressed and incorporated on the project plans as necessary. Upon verification of all comments incorporated into the final submittal, BEN|EN will provide a PS&E stamped copy. Additional revisions to final PS&E set will be done as part of an amendment if required at this phase of the project.

DELIVERABLES:

- *One full size set of the plans, specifications and estimate at the final level.*
- *One full size stamped set of plans, specifications, and estimate. A PDF copy of the plans, specifications, and cost estimate*

TASK 5. Electrical Design

BEN|EN will obtain as-built signal plan for the following intersections and verify them in the field:

- Sunrise Blvd/Chrysanthy Blvd
- Sunrise Blvd/Bosphorus Dr

Based on the collected information, BEN|EN will prepare plans, specifications, and construction cost estimates (PS&E) for traffic signal modification at the project intersections as shown below:

1. ***Sunrise Blvd/Chrysanthy Blvd*** - No new curb ramps. Just replace pedestrian pushbuttons (PPB) with Accessible Pedestrian Signals (APS). The existing traffic signal poles will be analyzed and upgraded to current standards.
2. ***Sunrise Blvd/Bosphorus Dr*** – No new curb ramps. Just replace pedestrian pushbuttons (PPB) with Accessible Pedestrian Signals (APS). The existing traffic signal poles will be analyzed and upgraded to current standards.

Subtask 5.1. **60% Plans, Specifications, and Estimate**

BEN|EN will submit a 60% electrical PS&E to the City of Rancho Cordova for review. Any comments by the City will be incorporated into the 90% PS&E.

Subtask 5.2. **90% Plans, Specifications, and Estimate**

BEN|EN will submit a 90% electrical PS&E to the City of Rancho Cordova for review. Any comments by the City will be incorporated into final PS&E.

Subtask 5.3. **Final Plans, Specifications, and Estimate**

BEN|EN will submit a Final electrical PS&E to the City of Rancho Cordova for review. Once approved by the City, a signed plan set will be provided.

DELIVERABLES:

- *Two sheets of 1"=20' traffic signal layout plan*
- *Two sheets of no scale signal equipment and conductor schedules*
- *Technical Specifications*
- *Construction Cost Estimates*

TASK 6. Bidding and Construction Assistance

Subtask 6.1. **Bidding Assistance**

BEN|EN will draft responses to bidder inquiries during the bidding process for City review and distribution to all bidders. Our team assumes responding to four (4) bidder inquiries.

Subtask 6.2. **Construction Assistance**

BEN|EN will attend the pre-construction meeting and will assist the City staff to review any RFI and change order requests. BEN|EN will also perform field reviews during construction as requested by the City. Our team assumes responding to three (3) field visits and six (6) RFI's.

Subtask 6.3. **Record Drawings**

Upon completion of construction, BEN|EN will provide Record Drawing and an Electronic file submittal in accordance to the City of Rancho Cordova Specifications for Digital Submission of Civil Engineering Plans (version 1.4).

EXHIBIT B

Fee Estimate

BEN|EN
TRUSTED ENGINEERING ADVISOR

Client: City of Rancho Cordova

Consultant: Bennett Engineering Services Inc

Project: Sunrise Boulevard Rehabilitation Project - Phase 3

Date: 06/02/2023

Fee Estimate	Principal Engineer 280 $/hr		Project Manager IV 221 $/hr		Engineer IV 210 $/hr		Engineer III 198 $/hr		Engineer II 181 $/hr		Engineer I 165 $/hr		Designer III 176 $/hr		Administrative 95 $/hr		BEN|EN Subtotal		MISC. EXPENSES	UNICO	Helix	BTL	Geocon	TOTAL
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost		Contract	Contract	Contract	Contract	
Task 1 Project Management																								
1.1. Meetings and Field Reviews	8 hrs	$2,240	20 hrs	$4,420	hrs	$0	16 hrs	$3,168	hrs	$0	hrs	$0	hrs	$0	hrs	$0	44 hrs	$9,828	$200	$0	$0	$0	$0	$10,028
1.2. Project Schedule	hrs	$0	8 hrs	$1,768	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	8 hrs	$1,768	$0	$0	$0	$0	$0	$1,768
1.3. Agency Coordination	8 hrs	$2,240	20 hrs	$4,420	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	28 hrs	$6,660	$0	$0	$0	$0	$0	$6,660
1.4. Monthly Invoices and Status Reports	hrs	$0	24 hrs	$5,304	hrs	$0	hrs	$0	hrs	$0	hrs	$0	hrs	$0	24 hrs	$2,280	48 hrs	$7,584	$3,000	$0	$0	$0	$0	$10,584
1.5. Quality Control	14 hrs	$3,920	20 hrs	$4,420	24 hrs	$5,040	24 hrs	$4,752	hrs	$0	hrs	$0	hrs	$0	hrs	$0	82 hrs	$18,132	$0	$0	$0	$0	$0	$18,132
Subtotal	**30 hrs**	**$8,400**	**92 hrs**	**$20,332**	**24 hrs**	**$5,040**	**40 hrs**	**$7,920**	**hrs**	**$0**	**hrs**	**$0**	**hrs**	**$0**	**24 hrs**	**$2,280**	**210 hrs**	**$43,972**	**$3,200**	**$0**	**$0**	**$0**	**$0**	**$47,172**
Task 2 Preliminary Engineering																								
2.1. LIDAR Mapping	hrs	$0	2 hrs	$442	hrs	$0	8 hrs	$1,584	hrs	$0	hrs	$0	8 hrs	$1,408	hrs	$0	18 hrs	$3,434	$0	$20,591	$0	$0	$0	$24,025
2.2. Right of Way Survey	hrs	$0	2 hrs	$442	hrs	$0	4 hrs	$792	hrs	$0	hrs	$0	hrs	$0	hrs	$0	6 hrs	$1,234	$0	$12,991	$0	$0	$0	$14,225
2.3. CEQA Categorical Exemption (CE)	hrs	$0	2 hrs	$442	hrs	$0	4 hrs	$792	hrs	$0	hrs	$0	hrs	$0	hrs	$0	6 hrs	$1,234	$0	$0	$11,500	$0	$0	$12,734
2.4. Pavement Evaluation	hrs	$0	2 hrs	$442	hrs	$0	3 hrs	$594	hrs	$0	hrs	$0	hrs	$0	hrs	$0	5 hrs	$1,036	$0	$0	$0	$0	$14,375	$15,411
2.5. Public Outreach and Engagement	hrs	$0	24 hrs	$5,304	hrs	$0	40 hrs	$7,920	16 hrs	$2,896	32 hrs	$5,280	hrs	$0	hrs	$0	112 hrs	$21,400	$0	$0	$0	$0	$0	$21,400
Subtotal	**hrs**	**$0**	**32 hrs**	**$7,072**	**hrs**	**$0**	**59 hrs**	**$11,682**	**16 hrs**	**$2,896**	**32 hrs**	**$5,280**	**8 hrs**	**$1,408**	**hrs**	**$0**	**147 hrs**	**$28,338**	**$0**	**$33,582**	**$11,500**	**$0**	**$14,375**	**$87,795**
Task 3 Utility Coordination																								
3.1. "B" Plans	hrs	$0	12 hrs	$2,652	hrs	$0	32 hrs	$6,336	32 hrs	$5,792	32 hrs	$5,280	hrs	$0	hrs	$0	108 hrs	$20,060	$300	$0	$0	$42,550	$0	$62,910
3.2. "C" Plans	hrs	$0	8 hrs	$1,768	hrs	$0	16 hrs	$3,168	16 hrs	$2,896	16 hrs	$2,640	hrs	$0	hrs	$0	56 hrs	$10,472	$0	$0	$0	$0	$0	$10,472
Subtotal	**hrs**	**$0**	**20 hrs**	**$4,420**	**hrs**	**$0**	**48 hrs**	**$9,504**	**48 hrs**	**$8,688**	**48 hrs**	**$7,920**	**hrs**	**$0**	**hrs**	**$0**	**164 hrs**	**$30,532**	**$300**	**$0**	**$0**	**$42,550**	**$0**	**$73,382**
Task 4 Final Plans, Specifications, and Estimate Documents																								
4.1. 60% Plans, Specifications, and Estimate	8 hrs	$2,240	60 hrs	$13,260	40 hrs	$8,400	128 hrs	$25,344	140 hrs	$25,340	120 hrs	$19,800	100 hrs	$17,600	hrs	$0	596 hrs	$111,984	$200	$0	$0	$0	$0	$112,184
4.2. 90% Plans, Specifications, and Estimate	6 hrs	$1,680	24 hrs	$5,304	hrs	$0	80 hrs	$15,840	60 hrs	$10,860	60 hrs	$9,900	60 hrs	$10,560	hrs	$0	290 hrs	$54,144	$200	$0	$0	$0	$0	$54,344
4.3. 100% and Final Plans, Specifications, and Estimate	4 hrs	$1,120	16 hrs	$3,536	hrs	$0	40 hrs	$7,920	24 hrs	$4,344	24 hrs	$3,960	24 hrs	$4,224	hrs	$0	132 hrs	$25,104	$100	$0	$0	$0	$0	$25,204
Subtotal	**18 hrs**	**$5,040**	**100 hrs**	**$22,100**	**40 hrs**	**$8,400**	**248 hrs**	**$49,104**	**224 hrs**	**$40,544**	**204 hrs**	**$33,660**	**184 hrs**	**$32,384**	**hrs**	**$0**	**1018 hrs**	**$191,232**	**$500**	**$0**	**$0**	**$0**	**$0**	**$191,732**
Task 5 Electrical Design																								
5.1. 60% Plans, Specifications, and Estimate	8 hrs	$2,240	hrs	$0	32 hrs	$6,720	hrs	$0	hrs	$0	32 hrs	$5,280	hrs	$0	hrs	$0	72 hrs	$14,240	$50	$0	$0	$0	$0	$14,290
5.2. 90% Plans, Specifications, and Estimate	4 hrs	$1,120	hrs	$0	12 hrs	$2,520	hrs	$0	hrs	$0	16 hrs	$2,640	hrs	$0	hrs	$0	32 hrs	$6,280	$25	$0	$0	$0	$0	$6,305
5.3. 100% and Final Plans, Specifications, and Estimate	2 hrs	$560	hrs	$0	4 hrs	$840	hrs	$0	hrs	$0	8 hrs	$1,320	hrs	$0	hrs	$0	14 hrs	$2,720	$0	$0	$0	$0	$0	$2,720
Subtotal	**14 hrs**	**$3,920**	**hrs**	**$0**	**48 hrs**	**$10,080**	**hrs**	**$0**	**hrs**	**$0**	**56 hrs**	**$9,240**	**hrs**	**$0**	**hrs**	**$0**	**118 hrs**	**$23,240**	**$75**	**$0**	**$0**	**$0**	**$0**	**$23,315**
Task 6 Bidding and Construction Assistance																								
6.1. Bidding Assistance	hrs	$0	2 hrs	$442	hrs	$0	8 hrs	$1,584	hrs	$0	hrs	$0	hrs	$0	hrs	$0	10 hrs	$2,026	$0	$0	$0	$0	$0	$2,026
6.2. Construction Assistance	2 hrs	$560	24 hrs	$5,304	hrs	$0	48 hrs	$9,504	hrs	$0	20 hrs	$3,300	hrs	$0	hrs	$0	94 hrs	$18,668	$200	$0	$0	$0	$0	$18,868
6.3. Record Drawings	hrs	$0	4 hrs	$884	hrs	$0	6 hrs	$1,188	hrs	$0	8 hrs	$1,320	8 hrs	$1,408	hrs	$0	26 hrs	$4,800	$0	$0	$0	$0	$0	$4,800
Subtotal	**2 hrs**	**$560**	**30 hrs**	**$6,630**	**hrs**	**$0**	**62 hrs**	**$12,276**	**hrs**	**$0**	**28 hrs**	**$4,620**	**8 hrs**	**$1,408**	**hrs**	**$0**	**130 hrs**	**$25,494**	**$200**	**$0**	**$0**	**$0**	**$0**	**$25,694**
PROJECT TOTAL	**64 hrs**	**$17,920**	**274 hrs**	**$60,554**	**112 hrs**	**$23,520**	**457 hrs**	**$90,486**	**288 hrs**	**$52,128**	**368 hrs**	**$60,720**	**200 hrs**	**$35,200**	**24 hrs**	**$2,280**	**1787 hrs**	**$342,808**	**$4,275**	**$33,582**	**$11,500**	**$42,550**	**$14,375**	**$449,090**

Additional Fee Information

- This fee estimate is valid for 90 days from the date show above.
- This fee estimate contains an abbreviated list of staff classifications and does not restrict BEN|EN to those classifications. The Standard Rate Schedule with a full list of staff classifications is available upon request.
- This fee estimate contains an approximation of the breakdown between labor, expense, and consultants. BEN|EN reserves the rights to distribute funds differently based on project needs.
- Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) may be charged at a 50% premium. Work mandated by Prevailing Wage laws may be charged at a 25% premium.
- Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.
- Classifications may be added or removed as-needed without notice.
- Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.
- Rates are subject to change annually effective July 1st.

INITIALS:

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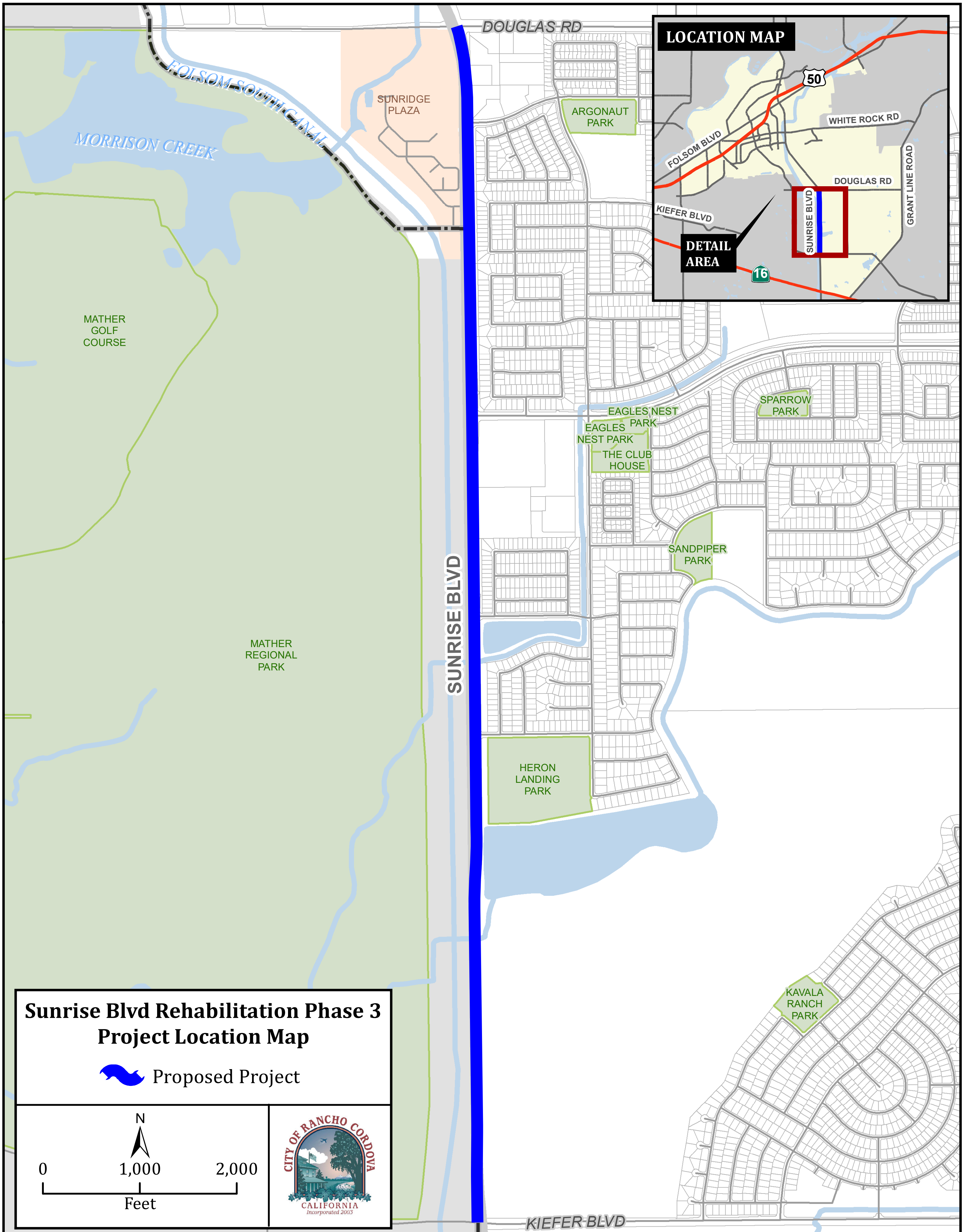


Path: X:\GIS_Staff\PROJECTS\PUBLIC_WORKS\CIP\PROJECTS\CP23-2252 Sunrise Blvd Rehab Phase 3\Sunrise Blvd Rehab 3 Project Location Map.mxd | Date: 6/12/2023

MEMORANDUM

ITEM 9.3.

DATE: July 3, 2023

TO: Honorable Mayor and Council Members

FROM: Stacy Leitner, City Clerk

SUBJECT: **A RESOLUTION AMENDING THE 2023 RANCHO CORDOVA CITY COUNCIL MEETING SCHEDULE**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would confirm the amended 2023 Rancho Cordova City Council meeting schedule.

BACKGROUND

To ensure maximum attendance of council members and the community in our legislative process we set our meeting schedule well in advance. We also constantly monitor local, state, and national events, including the League of California Cities, the National League of Cities, the Cordova Community Council, Rancho Cordova Chamber of Commerce, and various other events and conferences that the council and the community may be participating in so that we avoid conflicts.

At the December 19, 2022 City Council meeting, Council adopted the Proposed 2023 Rancho Cordova Council Meeting Schedule. As the year has progressed, there is a need to add the July 17, 2023, City Council Meeting back to the City Council Meeting Date Schedule. Exhibit A to the attached Resolution (Attachment 2) is the Amended City Council Meeting dates for 2023.

The July 17, 2023, City Council Meeting will be added to all of the Council Members calendars in Microsoft Outlook.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - 2023 Amended Rancho Cordova City Council Meeting Schedule

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AMENDING THE 2023 CITY COUNCIL MEETING SCHEDULE

WHEREAS, Government Code Section 54954 provides that the legislative body of a local agency may establish the time and place for regular meetings by Resolution; and

WHEREAS, Resolution No. 18-2010 set the time and place for Regular meetings as 5:30 p.m. on the first and third Monday of the month, provided that if a regular meeting date is an official holiday, the meeting will be held on the following day; and

WHEREAS, Resolution No. 227-2022 established the schedule for City Council Meetings in 2023; and

WHEREAS, in order to ensure maximum attendance of Council Members and the community in our legislative process the City is amending its City Council meeting schedule to include the July 17, 2023, City Council Meeting.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA amends its 2023 City Council meeting schedule as provided in the attached Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of July 2023 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

____
Linda Budge, Mayor

____
Stacy Leitner, CMC
City Clerk

Amended 2023 Rancho Cordova City Council Meeting Schedule

JANUARY 2023	
Tuesday, January 3	5:30 PM Regular Meeting (Tuesday due to Holiday)
Tuesday, January 17	5:30 PM Regular Meeting (Tuesday due to Holiday)
Tuesday, January 24	1:00 PM Special Meeting/Work Session **(Visioning/Budget)**
Wednesday, January 25	1:00 PM Special Meeting/Work Session **(Visioning/Budget)**
FEBRUARY 2023	
Monday, February 6	3:00 PM Special Meeting/Study Session (Ethics Training-Mandated 2 hours every 2 years/AB1234) 5:30 PM Regular Meeting
Tuesday, February 21	5:30 PM Regular Meeting (Tuesday due to Holiday)
Tuesday, February 28	5:30 PM Special Meeting/Work Session
MARCH 2023	
Monday, March 6	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, March 20	5:30 PM Regular Meeting
Tuesday, March 28	PROPOSE TO CANCEL Special Meeting/Work Session (NLC Congressional Conference)
APRIL 2023	
Monday, April 3	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, April 11	5:30 PM Special Meeting/Work Session
Monday, April 17	5:30 PM Regular Meeting
Tuesday, April 25	PROPOSE TO CANCEL Special Meeting/Work Session (CAP-TO-CAP)
MAY 2023	
Monday, May 1	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, May 15	5:30 PM Regular
Tuesday, May 23	5:30 PM Special Meeting/Work Session (**Budget**)
JUNE 2023	
Monday, June 5	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, June 19	5:30 PM Regular Meeting
Tuesday, June 27	5:30 PM Special Meeting/Work Session
JULY 2023	
Monday, July 3	4:00 PM Special Meeting 5:30 PM Regular Meeting
Monday, July 17	5:30 PM Regular Meeting
Monday, July 25	5:30 PM Special Meeting/Work Session

AUGUST 2023	
Monday, August 7	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, August 21	5:30 PM Regular Meeting
Tuesday, August 29	5:30 PM Special Meeting/Work Session
SEPTEMBER 2023	
Tuesday, September 5	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting (Tuesday due to Holiday)
Monday, September 18	5:30 PM Regular Meeting
Monday, September 26	5:30 PM Special Meeting/Work Session
OCTOBER 2023	
Monday, October 2	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, October 16	5:30 PM Regular Meeting
Tuesday, October 24	5:30 PM Special Meeting/Work Session
NOVEMBER 2023	
Monday, November 6	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, November 20	5:30 PM Regular Meeting
Tuesday, November 28	5:30 PM Special Meeting/Work Session
DECEMBER 2023	
Monday, December 4	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, December 12	5:30 PM Special Meeting/Work Session
Monday, December 18	5:30 PM Regular Meeting

MEMORANDUM

ITEM 9.4.

DATE: July 3, 2023

TO: Honorable Mayor and Council Members

FROM: Michelle Mingay, Senior Finance Analyst

SUBJECT: **RESOLUTIONS OF INTENTION TO ESTABLISH THE CITY OF RANCHO CORDOVA GRANTLINE 220 COMMUNITY FACILITIES DISTRICT NO. 2023-1, TO LEVY A SPECIAL TAX THEREIN, AND TO INCUR BONDED INDEBTEDNESS IN AND FOR THE DISTRICT TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES IN AND FOR SUCH DISTRICT**

RECOMMENDATION

Adopt the Resolutions.

RESULT OF RECOMMENDED ACTION

Adoption of these Resolutions begins the process of forming the City of Rancho Cordova Grantline 220 Community Facilities District No. 2023-1, with bonded indebtedness in the principal amount not to exceed fifty-three million two-hundred thousand dollars ($53,200,000) to pay for certain Public Facilities in and for such Community Facilities District, and sets 5:30 p.m. on August 7, 2023, as the time and date for a public hearing on the matter.

BACKGROUND

The property owner of the Grantline 220 project has requested the City proceed with the formation of a Mello-Roos Community Facilities District (“CFD”) to assist in the funding of public infrastructure and payment of certain fees within the project. The district is proposed to be called the City of Rancho Cordova The Grantline 220 Community Facilities District No. 2023-1 (hereinafter referred to as “CFD No. 2023-1”).

The Grantline 220 project consists of 220 acres and is located south of Douglas Boulevard, east of Rancho Cordova Parkway, south of the Arista Del Sol subdivisions and is the northern most development project in the Suncreek Specific Plan. The development anticipates 537 single family units, a 6.8 acre multi-family site, a 10 acre school site, along with two parks totaling 10.9 acres. The proposed CFD will only include 537 single family units; the multi-family units are not intended to be taxed as part of the CFD. While the CFD will be formed over the full development project, the CFD will be phased in through the use of Improvement Areas. The first Improvement Area will include 209 single family units with lots ranging in size from 45' x 105' to 60' x 105' in size. Through the subdivision map and entitlement process, the CFD properties will be required to construct all appropriate infrastructure. The CFD program simply provides a funding mechanism for a part of the total costs. The balance of the costs will be paid by the developer.

City staff have reviewed the list of improvements and services authorized by CFD No. 2023-1 to make certain that all appropriate projects are included. Keep in mind, however, that the underlying entitlement requirements and subdivision map processing are the governing documents for the scope and timing of improvements, the CFD simply provides a financing mechanism for the improvements.

The proposed special tax rates in Improvement Area 1 range between $2,300 - $3,566 per lot in the base year (Fiscal Year 2023-24) but may change in future annexation areas depending on market values at the time of annexation. These rates are consistent with current rates being levied on surrounding projects, including the Arist Del Sol CFD, which range between $1,752 - $3,264, the Grantline 208 CFD, which range between $2,122 - $2,600, and the Ranch CFD, which range between $1,397 - $2,129, all of which are in 2021-22 dollars. The special tax will automatically increase annually, starting July 1, 2024, for the life of the CFD.

A Resolution of Intention to establish CFD No. 2023-1 is attached. The resolution sets forth the City's intention to establish the CFD, designates the name of the district, identifies the facilities to be funded, calls for the preparation of a CFD Report and states the City's intention to levy a special tax to pay for these facilities. Attached to the Resolution of Intention is the proposed Rate and Method of Apportionment (RMA) of Special Tax for CFD No. 2023-1 (Exhibit A), which details how and when the special tax will be levied on properties within the district, a list of authorized facilities to be provided (Exhibit B), and a copy of the public hearing notice, in a form as required by the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, which requires publication in a newspaper of general circulation circulated within the Community Facilities District at least 7 days before the public hearing (Exhibit C). The resolution also sets 5:30 p.m., or as soon thereafter as possible, on August 7, 2023, as the time and date for a hearing on the matters set forth therein. Notice of the Public Hearing will be published in the Grapevine Independent at least seven days prior to the hearing date.

A Resolution Declaring the Intent to Incur Bonded Indebtedness is also attached. This Resolution declares there is a public convenience which requires bonded indebtedness and sets the not to exceed amount for the bonds at fifty-three million two-hundred thousand dollars ($53,200,000). The bonds are to be used to finance the acquisition and construction of, and the payment of fees for, the Facilities in and for the Community Facilities District.

This CFD is being formed with 100% property owner approval and the election by property owners is expected to generate a 100% favorable vote. It is anticipated the property owners will waive their rights to challenge the accelerated CFD formation process that is planned for this CFD.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact to the City. Any Special tax Bonds to be issued on behalf of the CFD are secured solely by the Special Tax levies within the District and are not debt of the City's General Fund.

ATTACHMENT(S)

1. Resolution of Intention
2. Exhibit A to the Resolution - Grantline 220 RMA
3. Resolution of Intention for Bonds

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA TO FORM GRANTLINE 220 COMMUNITY FACILITIES DISTRICT NO. 2023-1, DESIGNATE AN INITIAL IMPROVEMENT AREA THEREIN AND ESTABLISH A FUTURE ANNEXATION AREA, AND LEVY SPECIAL TAXES THEREIN TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT

WHEREAS, the City Council (the "City Council") of the City of Rancho Cordova (the "City") having received indications of interest on behalf of the owners of the area of land proposed to be included in a community facilities district, has duly considered the advisability and necessity of establishing a community facilities district in an area of the City described herein and levying a special tax therein to finance the acquisition and construction of certain public facilities in and for such community facilities district under and pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, the City Council desires to proceed with the establishment of a community facilities district in order to finance costs of public infrastructure necessary or incidental to new development in the City; and

WHEREAS, the Act provides that for purposes of financing of, or contributing to the financing of, all or a portion of public facilities to be financed by a community facilities district, the legislative body of the City may provide that a portion or portions of the district be established as one or more improvement areas and that after the designation of an improvement area, all proceedings for purposes of the Act will apply only to the improvement area for those specified facilities; and

WHEREAS, pursuant to Section 53339.3 of the Act, this City Council further desires to provide for future annexation of territory to the proposed community facilities district; and

WHEREAS, the City Council has determined that the establishment of such community facilities district is substantially consistent with and follows the local goals and policies concerning the use of the Act that have been adopted by the City Council and are now in effect; and

WHEREAS, the City Council is fully advised in this matter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AS FOLLOWS:

1. It is the intention of the Council to establish a community facilities district, to designate Improvement Area No. 1, within the City of Rancho Cordova and identify and provide that certain territory within the City may be annexed thereto in the future upon the unanimous approval of the owner of each parcel or parcel to be annexed, which may

include establishing additional improvement areas therein, all under the terms of the Act for the purpose of financing costs of public infrastructure necessary or incidental to new development in the City.

2. The name for the proposed community facilities district is the “City of Rancho Cordova Grantline 220 Community Facilities District No. 2023-1” (the “CFD”). Pursuant to Section 53350 of the Act, all of the territory to be initially included in the CFD (as shown on the map described in Section 3 hereof) is hereby designated as “Improvement Area No. 1 of the City of Rancho Cordova Grantline 220 Community Facilities District No. 2023-1” (“Improvement Area No. 1”). The initial boundary of the CFD is coterminous with the boundary of Improvement Area No. 1.

   The name proposed for the territory proposed to be annexed into the CFD in the future is ”City of Rancho Cordova Grantline 220 Community Facilities District No. 2023-1 (Future Annexation Area) (the “Future Annexation Area”).

3. The proposed boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area are as shown on the map on the Map of Proposed Boundary of a proposed community facilities district to be known as Grantline 220 Community Facilities District No. 2023-1, on file with the City Clerk, which the City Council approves as the map describing the extent of the territory included in the proposed community facilities district, Improvement Area No. 1 and the Future Annexation Area. The City Council finds that the map is in the form and contains the matters prescribed by Section 3110 of the California Streets and Highways Code. The City Council directs the City Clerk to certify the adoption of this resolution on the face of the map, and to file a copy of the map in the office of the City Clerk in accordance with Section 3111 of the California Streets and Highways Code and within 15 days of the date of adoption of this resolution but in no event later than 15 days prior to the public hearing provided for herein, transmit the map to the City Recorder for recording in the Book of Maps of Assessment and Community Facilities Districts in the office of the City Recorder of the City of Sacramento.

   Parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a “Unanimous Approval”) of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed and all or any portions of territory that annex into the CFD from the Future Annexation Area or otherwise may be annexed into Improvement Area No. 1 or into a separate Improvement Area then in existence or to be designated at the time of such annexation, all without any requirement for additional public hearings, resolutions of the City Council, or other additional proceedings.

   The Unanimous Approval shall specify annexation into Improvement Area No. 1 or into an Improvement Area then in existence or to be designated pursuant to a Unanimous Approval (a “Future Improvement Area”). In connection with establishing a Future Improvement Area, all proceedings for approval of an appropriations limit, the rate and method of apportionment and manner of collection of special taxes, and the authorization to incur bonded indebtedness may differ from Improvement Area No. 1 or any other Improvement Areas, all as set forth in the Unanimous Approval, and shall apply only to the parcel or parcels within such Improvement Area.

   Likewise, all or any portions of territory that annex into the CFD from the Future Annexation Area or otherwise may be annexed into a separate zone of Improvement

Area No. 1 or any Improvement Area then in existence or to be designated at the time of such annexation and no additional hearings or procedures are required and the rate and method of apportionment applicable to such zone may differ from other areas of the CFD as set forth in the Unanimous Approval and shall apply only to the parcel or parcels within such zone, all as provided in the Unanimous Approval.

4. Except to the extent that funds are otherwise available to the CFD to pay for the Facilities (as defined below), and/or the principal and interest as it becomes due on bonds issued by the City for the CFD to construct and/or acquire the Facilities, a special tax (the "Special Tax") sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt real property in the CFD, will be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes, or in such other manner as the City Council or its designee shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are described in Exhibit A attached hereto and hereby incorporated herein.

   Parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings.

   All or any portions of territory that annexes into the CFD from the Future Annexation Area or otherwise may be annexed into a separate improvement area (each, a "Future Improvement Area") then in existence or to be formed at the time of such annexation and no additional hearings or procedures are required. The designation of a parcel or parcels as a Future Improvement Area shall be specified and approved by the Unanimous Approval at the time that the parcel or parcels are annexed to the CFD. After the designation of a parcel or parcels as an improvement area, all proceedings for approval of an appropriations limit, the rate and method of apportionment and manner of collection of special taxes, and the authorization to incur bonded indebtedness may differ from other areas of the CFD, all as set forth in the Unanimous Approval, and shall apply only to the parcel or parcels within such improvement area.

   The City Council hereby finds that the provisions of Section 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to *ad valorem* property taxes and schools financed by a community facilities district) are inapplicable to the proposed CFD.

5. The type of public facilities, including development impact fees payable to the City for public facilities, proposed to be financed by the CFD, Improvement Area No. 1 and any Future Improvement Areas pursuant to the Act shall consist of those items listed as Facilities, and incidental costs related thereto (the "Facilities") on Exhibit B hereto and hereby incorporated herein. The financing of the costs of Facilities may include, without limitation, the payment of principal of and interest on bonds together with all direct, indirect periodic, and/or other related costs (including, without limitation, costs of administering the CFD, levying the Special Tax and administering the bonds, and establishing and replenishing reserve funds). The City Council hereby finds and determines that the public interest will not be served by allowing the property owners in the CFD to enter into a contract in accordance with Section 53329.5(a) of the Act.

Notwithstanding the foregoing, the City Council, on behalf of the CFD, may enter into one or more contracts directly with any of the property owners with respect to the construction and/or acquisition of any portion of the Facilities.

6. It is the intention of the Council that, except as may otherwise be provided by law or by the rate and method of apportionment of the Special Tax for the CFD or any improvement area, all lands owned by any public entity, including the United States, the State of California and the City, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax. In the event that a portion of the property within the CFD shall become for any reason exempt, wholly or in part, from the levy of the Special Tax, the City will, on behalf of the CFD, increase the levy to the extent necessary upon the remaining property within the CFD which is not exempt in order to yield the required debt service payments and other annual expenses of the CFD, if any, subject to the provisions of the rate and method of apportionment of the Special Tax. It is anticipated that the Special Tax will be billed as a separate line item on the regular property tax bill. However, the City Council reserves the right, under Section 53340, to utilize any method of collecting the Special Tax which it shall, from time to time, determine to be in the best interests of the City, including, but not limited to, direct billing by the City to the property owners and supplemental billing.

The proposed rate and method of apportionment of the Special Tax among the parcels of real property within a Future Improvement Area, in sufficient detail to allow each landowner within such Future Improvement Area to estimate the maximum amount such owner will have to pay, shall be set forth in the applicable Unanimous Approval. The Special Tax shall not be levied in a Future Improvement Area after the fiscal year identified in the rate and method for such Future Improvement Area, except that a special tax that was lawfully levied in or before the final tax year and that remains delinquent may be collected in subsequent years. Under no circumstances shall the special tax levied against any parcel in a Future Improvement Area for private residential purposes be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within such Future Improvement Area by more than 10 percent.

For Future Improvement Areas, a different rate and method may be adopted than the Rate and Method adopted for Improvement Area No. 1 if the annexed territory is designated as a separate zone or improvement area. No supplements to the Rate and Method for any of the Future Improvement Areas and no new rate and method will cause the maximum tax rate in the then-existing territory of the CFD (including Improvement Area No. 1) to increase. The designation as an improvement area of any territory annexing to the CFD, the maximum amount of bonded indebtedness and other debt for such improvement area, the facilities to be financed, the rate and method of apportionment of special tax for such improvement area and the appropriations limit for such improvement area shall be identified and approved in the Unanimous Approval executed by the applicable property owner(s) in connection with each annexation to the CFD from the Future Annexation Area. The annexation and related matters described in the Unanimous Approval shall be implemented and completed without the need for Council approval as long as the following conditions are met:

(i) The rate and method of apportionment of special tax for the new improvement area is prepared by a special tax consultant retained by the City.

(ii) The rate and method of apportionment of special tax for the new improvement area substantially complies with the City's local goals and policies concerning the use of the Act.

(iii) The rate and method of apportionment of special tax for the new improvement area includes a mechanism that protects against revenue loss as a result of land use changes.

(iv) The Special Tax proposed to pay for the Facilities to be supplied within the territory annexed will be equal to the Special Taxes levied to pay for the same Facilities in previously-existing areas of the CFD and Improvement Area No. 1, except that (a) a higher Special Tax may be levied on territory annexing into the CFD to pay for the same Facilities to compensate for the interest and principal previously paid from Special Taxes in the original area of the CFD and Improvement Area No. 1, less any depreciation allocable to the financed Facilities, and (b) a higher Special Tax may be levied on territory annexing into the CFD to pay for new or additional Facilities, with or without bond financing.

This Council hereby finds that the provisions of Section 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to *ad valorem* property taxes and schools financed by a community facilities district) are inapplicable to the proposed CFD and Improvement Area No. 1.

7. The levy of the Improvement Area No. 1 Special Tax shall be subject to the approval of the qualified electors within Improvement Area No. 1 at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in Improvement Area No. 1, with each owner having one vote for each acre or portion of an acre such owner owns in Improvement Area No. 1 not exempt from the Improvement Area No. 1 Special Tax.

   The Special Tax shall be levied in a Future Annexation Area only with the Unanimous Approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings. The designation as an improvement area of any territory annexing to the CFD, the maximum amount of bonded indebtedness and other debt for such improvement area, the facilities to be financed, the rate and method of apportionment of special tax for such improvement area and the appropriations limit for such improvement area shall be identified and approved in the Unanimous Approval executed by property owners in connection with their annexation to the CFD, without the need for any further public hearings or proceedings.

8. Pursuant to Section 53314.9 of the Act, at any time either before or after the formation of the CFD, the City may accept advances of funds or work in kind from any source, including, but not limited to, private persons or entities, and may provide, for the use of those funds or that work in kind for any authorized purpose, under all of the following conditions: (a) the proposal to repay the funds or the value or cost of the work in kind, whichever is less, is provided by resolution pursuant to Section 53325.1; (b) any proposed Special Taxes are approved by the qualified electors of the CFD pursuant to the Act; and (c) any work in kind accepted pursuant to Section 53314.9 of the Act is performed or constructed as if the work had been performed or constructed under the direction and supervision, or under the authority of a local public agency. This City

Council finds that the City may accept advances of funds or work in kind if necessary, and may enter into an agreement (an "Acquisition Agreement"), with the person or entity advancing the work in-kind, to reimburse the person or entity for the value, or cost, whichever is less, of the work in-kind, as determined by the City Council, with or without interest, under the conditions specified in the Act and the Acquisition Agreement. The City and the developer of the project intend to enter into an Acquisition Agreement.

9. In order to finance the costs of the Facilities it is necessary to incur bonded indebtedness on behalf of the CFD and it is the intention of this Council, acting as the legislative body for the CFD, to cause bonds of the City to be issued for the CFD pursuant to the Act to finance in whole or in part the construction and/or acquisition of the Facilities.

10. The Administrative Services Director of the City, as the officer having charge and control of the Facilities, or the designee of such official, is hereby directed to cause and direct a study of said proposed CFD and the Facilities and to cause to be prepared for filing at the public hearing the report required by Section 53321.5 of the Act (the "CFD Report") presenting at least the following:

    (a) A brief description of the Facilities by type which will be required to adequately meet the needs of the CFD.

    (b) An estimate of the fair and reasonable cost of the Facilities including the cost of acquisition of lands, rights-of-way and easements, any physical facilities required in conjunction therewith and incidental expenses in connection therewith, including the costs of the proposed bond financing and all other related costs as provided in Section 53345.3 of the Act.

    The CFD Report shall be made a part of the record of the public hearing specified below.

11. The City Council also intends to establish the annual appropriations limit of the CFD in the amount not to exceed the amount of bonds authorized for the CFD.

12. The City Council hereby sets Monday, August 7, 2023, at the hour of 5:30 p.m., at the regular meeting place of the City Council, City Council Chambers, Rancho Cordova City Hall, 2729 Prospect Park Drive, Rancho Cordova, California 95670, as the time and place when and where the City Council, as legislative body for the CFD, will conduct a public hearing on the establishment of the CFD, Improvement Area No. 1, the designation of Future Annexation Area, and consider and finally determine whether the public interest, convenience and necessity require the formation of the CFD, Improvement Area No. 1, and the Future Annexation Area, and the levy of the Special Tax. At the hearing, testimony concerning the CFD, the extent of the CFD or the furnishing of the particular types of public facilities will be heard and protests will be considered from registered voters residing within the CFD and persons owning real property within the CFD. Written protests by the owners of a majority of the land which would be subject to special taxation within the proposed the CFD will require the suspension of proceedings for at least one year. Written protests must be filed with the City Clerk at or before the time fixed for the hearing. If such protests are directed only against certain elements of the proposed improvements or proposed special tax, and if such protests constitute a majority protest, only those elements shall be deleted from the proceedings.

13. The City Clerk is hereby directed to cause notice of the public hearing, in the form attached hereto as Exhibit C, to be given in the form required by the Act, which requires publication in a newspaper of general circulation circulated within the CFD, which such publication shall be made pursuant to Section 6061 of the Government Code of the State of California. The publication shall be completed at least 7 days before the date of the public hearing referenced above. The notice shall be substantially in the form specified in Section 53322 of the Act and attached hereto, with the form summarizing the provisions hereof hereby specifically approved.

14. Section 53314.9 of the Act provides that, either before or after formation of the CFD, the City may accept work in-kind from any source, including, but not limited to, private persons or private entities, may provide, by resolution, for the use of that work in-kind for any authorized purpose and the Council may enter into an agreement (an “Acquisition Agreement”), by resolution, with the person or entity advancing the work in-kind, to reimburse the person or entity for the value, or cost, whichever is less, of the work in-kind, as determined by the Council, with or without interest, under the conditions specified in the Act. Any work in-kind must be performed or constructed as if the work had been performed or constructed under the direction and supervision, or under the authority of, the City.

15. Section 53316.2 of the Act provides that a community facilities district may finance facilities to be owned or operated by a public agency other than the agency that created the district, or services to be provided by a public agency other than the agency that created the district, or any combination, only pursuant to a joint community facilities agreement or a joint exercise of powers agreement adopted pursuant to this section. The Administrative Services Director of the City and each other authorized officer of the City is hereby authorized and directed to enter into such joint community facilities agreements as are needed with respect to any entity other than the City that will own or operate any of the Facilities, as may be necessary to comply with the provisions of Section 53316.2 of the Act. The Council hereby declares that such joint agreements will be beneficial to owners of property in the area of the CFD.

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

17. This Resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 3rd day of July 2023, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Linda Budge, Mayor

Stacy Leitner, CMC
City Clerk

EXHIBIT A

[ATTACH A COPY OF THE RATE AND METHOD OF APPORTIONMENT
FOR IMPROVEMENT AREA NO. 1 OF THE COMMUNITY FACILITIES DISTRICT]

EXHIBIT B

LIST OF AUTHORIZED FACILITIES
FOR THE COMMUNITY FACILITIES DISTRICT

The Facilities shown below are to be finance by the City of Rancho Cordova Grantline 220 Community Facilities District No. 2023-1 (the, "CFD").

Facilities

The Facilities which are proposed to be financed with the proceeds of the sales of bonds of the proposed CFD, or the payment of the fees to the appropriate jurisdiction with respect to such facilities proposed to be financed with the proceeds of the sale of bonds of the proposed CFD, are generally described as follows:

- Roadway Facilities
- Water Facilities
- Park Facilities
- Storm Drainage Facilities

Impact, Development Agreement and Specific Plan Fees for Facilities

- City Transportation Impact Fee
- City Supplemental Transportation Fee
- City Community Facilities Fee
- Sacramento Area Sewer District Fee
- Sacramento Regional County Sanitation District Fee
- Sacramento City Water Agency Zone 40 Water Fee

Other

- Any other facilities serving substantially the same purpose as the above described facilities.
- Any other facilities permitted under the Mello-Roos Community Facilities Act of 1982, including the facilities described in Section 53313.5 of the California Government Code, as amended from time to time, provided that such facilities satisfy at least one of the following criteria: 1) augment, improve or expand existing District facilities that are primarily for the benefit of the District, or 2) repair or rehabilitate existing District facilities.

The foregoing description of the type of Facilities eligible to be financed is general in nature and includes any appurtenant work and incidental expenses related to the Facilities. The final nature and location of the facilities will be determined upon the preparation of final plans and specifications for such facilities.

Incidentals

The bond related expenses authorized include the City, underwriters discount, financial advisor, appraisals, reserve fund balance, capitalized interest, bond counsel, disclosure counsel, special tax consultant, bond and official statement printing and all other incidental expenses.

CFD formation costs and administrative fees include those of the City, the CFD, the bond trustee or fiscal agent, legal counsel, the special tax consultant and other costs related to the CFD or the Bonds.

EXHIBIT C

CITY OF RANCHO CORDOVA NOTICE OF PUBLIC HEARING

NOTICE is hereby given that on **Monday, August 7, 2023**, at **5:30 p.m.**, or as soon thereafter as the matter may be heard, the City Council of the City of Rancho Cordova will hold a Public Hearing at Grantline 220 **Cordova City Hall, located at 2729 Prospect Park Drive, Rancho Cordova**, to consider the following:

PROPOSED “GRANTLINE 220 COMMUNITY FACILITIES DISTRICT NO. 2023-1”

The purpose of this public hearing is: **The City of Rancho Cordova is considering the formation of a community facilities district (the "CFD") under the authority of the Mello-Roos Community Facilities District Act of 1982, as amended, to fund certain public facilities related to new development within the City of Rancho Cordova.**

This Notice contains a brief summary of the proposal, but you are referred to the City Council's resolution “A Resolution of Intention of the City Council to Form a Community Facilities District and Levy a Special Tax in City of Rancho Cordova Grantline 220 Community Facilities District No. 2023-1 to Finance the Acquisition and Construction of Certain Public Facilities in and for such Community Facilities District” adopted July 3, 2023 and its resolution “A Resolution of the City Council Declaring its Intention to Incur a Bonded Indebtedness to Finance the Acquisition and Construction of Certain Public Facilities in and for City of Rancho Cordova Grantline 220 Community Facilities District No. 2023-1” adopted June 3, 2023 for the definitive description of the proposal.

The proposal is to subject the property within the CFD to a special tax which will be used to pay for facilities of benefit to land within the CFD, including paying principal and interest on bonds used to build facilities, and will expire when the bonds are retired and all eligible facilities are financed. The proceeds of the bonds will be used to pay for the facilities and other expenses set forth in the resolutions referred to in the preceding paragraph. A map showing the land proposed to be included in the CFD is on file with the City Clerk.

As set forth above, the City Council will hold a public hearing on the establishment of the CFD, the facilities to be financed by the CFD, and the levy of the special tax within the CFD.

The proposal also includes authority to issue up to $53,200,000 in bonds to be repaid by the special tax. Neither the City of Rancho Cordova nor any person outside the CFD has any liability for the special tax or the bonds. The security for the bonds is limited to the property subject to the special tax within the CFD.

In order to confer the authority upon Rancho Cordova City Council to levy the special tax and to issue the bonds, a public hearing must be held on the proposal, then the City Council will decide whether to form the CFD, and finally the qualified electors within the CFD must approve the proposal by a two-thirds vote. Where the CFD is uninhabited (as is the case here) the qualified electors are, pursuant to law, the owners of property within the CFD.

At the hearing, the testimony of all interested persons or potential special taxpayers for or against the formation of the proposed community facilities district, the authorization to levy the special tax, and the authorization to issue the bonds will be heard. If written protests against the proposed CFD are delivered to the City Clerk at or before the time set for the hearing by either registered voters residing within, or the owners of property within, the proposed CFD, they will be counted toward a possible majority protest. Such protests by a majority of the registered voters residing within the CFD or by the owners of a majority of the land area within CFD which is or will be subject to the special tax, if not withdrawn prior to the close of the hearing so as to reduce the value of the protests to less than a majority, will require the proposed CFD to be eliminated from immediate consideration, and prevent its being included in a subsequent proceedings for at least one year.

If the City Council, after the public hearing, determines that a majority protest under Section 53324 of the California Government Code was not made at the hearing, the City Council may conduct an election by mailed ballot to levy a special tax and incur bonded indebtedness.

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

NOTICE REGARDING CHALLENGES TO DECISIONS

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

ADA COMPLIANCE STATEMENT

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

Printed in the Grapevine Independent on **___________, 2023**

IMPROVEMENT AREA NO. 1 OF THE CITY OF RANCHO CORDOVA GRANTLINE 220 COMMUNITY FACILITIES DISTRICT NO. 2023-1

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Improvement Area No. 1 of the City of Rancho Cordova Grantline 220 Community Facilities District No. 2023-1 shall be levied and collected according to the tax liability determined by the City Council through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in Improvement Area No. 1, unless exempted by law or by the provisions of Section G below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to Improvement Area No. 1 unless a separate Rate and Method of Apportionment is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded at the County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City in carrying out its duties with respect to Improvement Area No. 1, the CFD and the Bonds, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its counsel, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Tax, costs associated with appeals or requests for interpretation associated with the Special Tax and this RMA, amounts needed to pay rebate to the federal government with respect to Bonds, costs associated with complying with continuing disclosure requirements for the City and any major property owners or other obligated parties, costs associated with foreclosure and collection of delinquent Special Taxes, and all other costs and expenses of the City and County in any way related to the establishment or administration of Improvement Area No. 1 and the CFD.

"Administrator" shall mean the person or firm designated by the City to administer the Special Tax according to this RMA.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"Authorized Facilities" means the public facilities authorized to be financed, in whole or in part, by the CFD.

"Base Special Tax" means, for any Land Use Category, the applicable Special Tax initially identified in Table 1 in Section C, as may be adjusted pursuant to Sections D or H herein.

"Bonds" means bonds or other debt (as defined in the Act), whether in one or more series, secured by the Special Tax and issued or assumed by or for Improvement Area No. 1 to fund Authorized Facilities.

"Building Permit" means a permit that allows for vertical construction of a building or buildings, which shall not include a separate permit issued for construction of the foundation thereof.

"Capitalized Interest" means funds in any capitalized interest account available to pay debt service on Bonds.

"CFD" means the City of Rancho Cordova Grantline 220 Community Facilities District No. 2023-1.

"CFD Formation" means the date on which the Resolution of Formation to form the CFD and to designate Improvement Area No. 1 was adopted by the City Council.

"City" means the City of Rancho Cordova.

"City Council" means the City Council of the City of Rancho Cordova.

"County" means the County of Sacramento.

"Developed Property" means, in any Fiscal Year, all Parcels of Taxable Property that are not Taxable Owners Association Property, Taxable Public Property, or Taxable Welfare Exemption Property for which a Building Permit for new construction was issued prior to June 1 of the preceding Fiscal Year.

"Development Class" means, individually, Developed Property, Final Map Property, Undeveloped Property, Taxable Owners Association Property, Taxable Public Property, and Taxable Welfare Exemption Property.

"Expected Land Uses" means the number of Residential Units and the Acreage of Other Property expected within Improvement Area No. 1 at CFD Formation, as identified in Attachments 1 and 2 of this RMA. Pursuant to Section D of this RMA, the Administrator shall update Attachment 2 each time there is a Land Use Change. Such update(s) shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

"Expected Maximum Special Tax Revenues" means the aggregate Special Tax that can be levied based on application of the Base Special Tax to the Expected Land Uses. The Expected Maximum Special Tax Revenues at CFD Formation are shown in Attachment 2 and may be revised pursuant to Sections D or H herein. Such update(s) will be maintained internally by the Administrator and will not require recordation of an amended RMA.

"Final Map" means a final map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq*) that creates SFD Lots. The term "Final Map" shall not include any large-lot subdivision map, Assessor's Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor's Parcels that are designated as remainder parcels.

"Final Map Property" means, in any Fiscal Year, all SFD Lots created within Final Maps that had recorded prior to June 30 of the preceding Fiscal Year and which have not yet become Developed Property.

"First Bond Sale" means issuance of the first series of Bonds secured, in whole or in part, by Special Taxes levied and collected from Parcels of Taxable Property in Improvement Area No. 1.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Improvement Area No. 1" means Improvement Area No. 1 of the CFD.

"Improvement Fund" means the account (regardless of its name) identified in the Indenture to hold funds that are available for expenditure to acquire or construct Authorized Facilities.

"Indenture" means the bond indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Land Use Category" means, individually, Single Family Property or Other Property.

"Land Use Change" means a proposed or approved change to the Expected Land Uses after CFD Formation.

"Master Developer" means Lennar Homes of California, a Limited Liability Company, and its successors and assigns.

"**Maximum Special Tax"** means the greatest amount of Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Sections C and D below.

"Other Property" means any Parcel of Developed Property in Improvement Area No. 1 that does not fit within the definition of Single Family Property.

"Owners Association" means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within Improvement Area No. 1.

"Owners Association Property" means any property within the boundaries of Improvement Area No. 1 that is owned in fee or by easement by an Owners Association, not including any such property that is located directly under a residential structure.

"Proportionately" means, for each Development Class, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all parcels assigned to the Development Class.

"Public Property" means any property within the boundaries of Improvement Area No. 1 that is owned by the City, federal government, State of California or other public agency.

"Required Coverage" means the amount by which the Expected Maximum Special Tax Revenues must exceed the Bond debt service and priority Administrative Expenses (if any), as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that identifies the minimum required debt service coverage.

"Residential Unit" means an SFD Unit or an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure, or apartment building. A second unit (granny flat) that shares a Parcel with an SFD Unit will not be considered a Residential Unit for purposes of levying the Special Tax.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"SFD Lot" means an individual residential lot, identified and numbered on a recorded Final Map, on which a Building Permit has been or is permitted to be issued for construction of an SFD Unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved Tentative Map.

"SFD Unit" means a residential unit that does not share a common wall with another residential unit.

"Single Family Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was or is expected to be issued for: (i) construction of an SFD Unit, or (ii) construction of a residential structure consisting of two or more Residential Units that share common walls, have separate Assessor's Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Residential Units are purchased and subsequently offered for rent by the owners of the Residential Units), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

"Special Tax" means a special tax levied in any Fiscal Year to pay the Special Tax Requirement.

"Special Tax Requirement" means the amount necessary in any Fiscal Year to: (i) pay principal and interest on Bonds that are due in the calendar year that begins in such Fiscal Year; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement, liquidity support and rebate payments on the Bonds; (iii) replenish reserve funds created for the Bonds under the Indenture to the extent such replenishment has not been included in the computation of the Special Tax Requirement in a previous Fiscal Year; (iv) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year or, based on prior delinquencies, are expected to occur in the current Fiscal Year; (v) pay Administrative Expenses; and (vi) pay directly for Authorized Facilities, so long as such levy under this clause (vi) does not increase the Special Tax levied on Final Map Property or Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the definition of Special Tax Requirement may be reduced in any Fiscal Year by: (a) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against such costs pursuant to the Indenture; (b) in the sole and absolute discretion of the City, proceeds received by the CFD from the collection of penalties associated with delinquent Special Taxes; and (c) any other revenues available to pay such costs, each as determined in the sole discretion of the City.

"Tax Zone" means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this RMA. If, in any Fiscal Year, there is any doubt as to the Tax Zone within which a Parcel is located, the Administrator shall work with the City to make the final determination.

"Tax Zone 1" means that geographic area designated as Tax Zone 1 in Attachment 1 hereto.

"Tax Zone 2" means that geographic area designated as Tax Zone 2 in Attachment 1 hereto.

"Tax Zone 3" means that geographic area designated as Tax Zone 3 in Attachment 1 hereto.

"Tax Zone 4" means that geographic area designated as Tax Zone 4 in Attachment 1 hereto.

"Tax Zone 5" means that geographic area designated as Tax Zone 5 in Attachment 1 hereto.

"Taxable Owners Association Property" means, in any Fiscal Year after the First Bond Sale, any Parcel of Owners Association Property that satisfies all three of the following conditions: (i) the Parcel had not been Owners Association Property on the date of the First Bond Sale, (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Owners Association Property as determined by the Administrator, and (iii) if the Parcel were to be exempt from the Special Tax because it is Owners Association Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

"Taxable Property" means all of the Parcels within the boundaries of Improvement Area No. 1 that are not exempt from the Special Tax pursuant to law or Section G below.

"Taxable Public Property" means in any Fiscal Year after the First Bond Sale, any Parcel of Public Property that satisfies all three of the following conditions: (i) the Parcel had not been Public Property on the date of the First Bond Sale, (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Public Property as determined by the Administrator, and (iii) if the Parcel were to be exempt from the Special Tax because it is Public Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

"Taxable Welfare Exemption Property" means in any Fiscal Year after the First Bond Sale, any Parcel of Welfare Exemption Property that satisfies all three of the following conditions: (i) the Parcel had not been Welfare Exemption Property on the date of issuance of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D herein), the Parcel was not anticipated to be Welfare Exemption Property based on the Expected Land Uses, as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Special

Tax because it has become Welfare Exemption Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

"Tentative Map" means a tentative map or substantial conformance exhibit for property in Improvement Area No. 1, including any adjustments or amendments thereto.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property that are not Developed Property, Final Map Property, Taxable Welfare Exemption Property, Taxable Owners Association Property, or Taxable Public Property, as defined herein.

"Welfare Exemption Property" means, in any Fiscal Year, any Parcels in Improvement Area No. 1 that have received a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code and for which such welfare exemption is still in place.

B. DATA FOR ADMINISTRATION OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall: (i) assign each Parcel of Taxable Property to the appropriate Tax Zone and the appropriate Development Class, (ii) for Developed Property, categorize each Parcel as Single Family Property or Other Property, (iii) for Other Property, determine the Acreage of each Parcel; and (iv) determine the Special Tax Requirement for the Fiscal Year. In addition, the Administrator shall, on an ongoing basis, monitor the Tentative Map, Final Maps, and Building Permits to determine if there are any proposed Land Use Changes that would change the Expected Maximum Special Tax Revenues. If the Expected Maximum Special Tax Revenues will be revised pursuant to a proposed Land Use Change, the Administrator shall apply the steps set forth in Section D below.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in Improvement Area No. 1 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels is in a different Development Class and/or Land Use Category than other Parcels created by the subdivision, the Administrator shall calculate the Special Taxes for the property affected by recordation of the parcel map by determining the Special Taxes that apply separately to the property within each Development Class and/or Land Use Category, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX

1. Developed Property and Final Map Property

The Maximum Special Tax for a Parcel of Developed Property or Final Map Property is the greater of (i) the Base Special Tax set forth in Table 1 below, or, (ii) the Maximum Special Tax determined pursuant to Section D.

Table 1
Base Special Tax
Developed Property and Final Map Property

Tax Zone	Land Use Category	Base Special Tax Fiscal Year 2023-24 *
Tax Zone 1	Single Family Property Other Property	$2,300 per Residential Unit or SFD Lot $23,728 per Acre
Tax Zone 2	Single Family Property Other Property	$2,601 per Residential Unit or SFD Lot $26,587 per Acre
Tax Zone 3	Single Family Property Other Property	$2,770 per Residential Unit or SFD Lot $22,846 per Acre
Tax Zone 4	Single Family Property Other Property	$3,171 per Residential Unit or SFD Lot $26,347 per Acre
Tax Zone 5	Single Family Property Other Property	$3,566 per Residential Unit or SFD Lot $28,678 per Acre

*** On July 1, 2024, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.**

2. *Undeveloped Property, Taxable Owners Association Property, Taxable Public Property, and Taxable Welfare Exemption Property*

The Maximum Special Tax for Undeveloped Property, Taxable Owners Association Property, Taxable Public Property, and Taxable Welfare Exemption Property are provided in Table 2 below.

Table 2
Maximum Special Tax
Undeveloped Property, Taxable Owners Association Property,
Taxable Public Property, Taxable Welfare Exemption Property

Tax Zone	Maximum Special Tax Fiscal Year 2023-24 *
Tax Zone 1	$23,728 per Acre
Tax Zone 2	$26,587 per Acre
Tax Zone 3	$22,846 per Acre
Tax Zone 4	$26,347 per Acre
Tax Zone 5	$28,678 per Acre

*** On July 1, 2024, and on each July 1 thereafter, all figures shown in Table 2 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.**

D. CHANGES TO THE MAXIMUM SPECIAL TAX

1. Land Use Changes

The Expected Maximum Special Tax Revenues shown in Attachment 2 were originally calculated based on the Expected Land Uses at CFD Formation. Attachment 2 is subject to modification upon the occurrence of Land Use Changes, as described below. The Administrator shall review all Land Use Changes and compare the revised land uses to the Expected Land Uses to evaluate the impact on the Expected Maximum Special Tax Revenues.

Prior to the First Bond Sale, if a Land Use Change is proposed or identified that will result in a change in the Expected Maximum Special Tax Revenues, no action will be needed pursuant to this Section D. Upon approval of the Land Use Change, the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues.

After the First Bond Sale, if a Land Use Change is proposed or identified, Steps 1 through 3 must be applied:

Step 1: By reference to Attachment 2 (which shall be updated by the Administrator each time a Land Use Change has been processed according to this Section D or a prepayment has been made), the Administrator shall identify the Expected Maximum Special Tax Revenues prior to the Land Use Change.

Step 2: The Administrator shall calculate the Expected Maximum Special Tax Revenues that could be collected from Taxable Property in Improvement Area No. 1 after the Land Use Change based on application of the Base Special Taxes from Table 1.

Step 3: If the revenues calculated in Step 2 are (i) higher than those determined in Step 1 or (ii) less than those calculated in Step 1, but the reduction in Expected Maximum Special Tax Revenues does not reduce debt service coverage on outstanding Bonds below Required Coverage, no further action is needed, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues.

If the revenues calculated in Step 2 are less than those calculated in Step 1, and the Administrator determines that the reduction in Expected Maximum Special Tax Revenues would reduce debt service coverage on outstanding Bonds below the Required Coverage, one of the following shall occur:

3.a. The landowner requesting the Land Use Change (the "Requesting Landowner") may make a prepayment in an amount that will ensure that the reduced Expected Maximum Special Tax Revenues are sufficient to provide Required Coverage, as determined pursuant to Section H below. If the Requesting Landowner notifies the Administrator that he/she would like to remedy the reduction by making a prepayment, such prepayment must be made by the earlier of (i) 30 days from the date of delivery of the prepayment estimate or (ii) the date of issuance of any Building Permits for any Parcel owned by the

Requesting Landowner that was Final Map Property or Undeveloped Property at the time the Administrator prepared the prepayment estimate, **or**

3.b. If a prepayment is not received by the due date specified above, the Base Special Tax used to determine the Maximum Special Tax for each Parcel of Taxable Property in the area affected by the Land Use Change shall be increased proportionately until the Expected Maximum Special Tax Revenues are sufficient to maintain Required Coverage.

Pursuant to this Section D.3, the Administrator may from time to time update Attachment 2 to reflect revised Expected Maximum Special Tax Revenues. Such update shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

If multiple Land Use Changes are proposed simultaneously by a single landowner (which may include approval of multiple Final Maps at one time), and the landowner requests that the impact of two or more of the Land Use Changes be considered together, the Administrator shall consider the combined effect of the Land Use Changes to determine if there is a reduction in Expected Maximum Special Tax Revenues. If there is a reduction that would reduce debt service coverage below the Required Coverage, and no prepayment has been received, then the Base Special Tax used to determine the Maximum Special Tax for each Parcel of Taxable Property in the areas affected by the Land Use Changes shall be increased proportionately until the aggregate amount that can be levied within such areas is equal to the amount that could have been levied prior to the proposed Land Use Changes. If Land Use Changes are proposed simultaneously by multiple landowners, or if an individual landowner proposing multiple Land Use Changes does not request that such Land Use Changes be considered together, the Administrator shall consider the proposed Land Use Changes individually.

Notwithstanding the foregoing, once a certificate of occupancy has been issued for a Residential Unit on a Parcel, the Maximum Special Tax for the Parcel cannot be increased because of subsequent Land Use Changes that may occur within the area in which the Parcel is located.

The duties imposed on the Administrator pursuant to this Section D to review Land Use Changes, and to review Final Maps and make certain calculations, are intended only to facilitate the administration of the Special Tax and to better assure the sufficiency of tax capacity to pay debt service on Bonds. Such duties are not intended to give any developer, subdivider, or owner of property the right to receive notice of the potential impact of Land Use Changes on the Special Tax applicable to a Parcel; and each developer, subdivider, or owner of property whose property is the subject of a Land Use Change shall be responsible for understanding the impact thereof on the Special Tax applicable to such property.

2. Partial Prepayments

If a Parcel makes a partial prepayment pursuant to Section H below, the Administrator shall recalculate the Maximum Special Tax for the Parcel pursuant to Section H.2. In addition, the Administrator shall update Attachment 2 to reflect the prepayment and the revised Expected Maximum Special Tax Revenues for Improvement Area No. 1. After the prepayment has been received, the application of Sections D and H of this RMA shall be based on the adjusted Expected Maximum Special Tax Revenues after the prepayment.

3. Conversion of a Parcel of Public Property to Private Use

If, in any Fiscal Year, a Parcel of Public Property is converted to private use, such Parcel shall be subject to the levy of the Special Tax. The Maximum Special Tax for each such Parcel shall be determined based on the applicable Base Special Tax for the Parcel, as determined by the Administrator. In addition, the Administrator shall update Attachment 2 to reflect the conversion and the revised Expected Maximum Special Tax Revenues for Improvement Area No. 1.

4. Reduction in Maximum Special Tax

The Base Special Tax for Residential Units set forth in Table 1 may be reduced prior to the First Bond Sale. Such a reduction shall be made without a vote of the qualified CFD electors if the Master Developer requests a reduction in the Base Special Tax. Any such reduction shall occur at least 30 days prior to the First Bond Sale. Such reductions to the Base Special Tax need not be proportionate among the Tax Zones and/or Land Use Categories.

E. METHOD OF LEVY OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement to be collected in that Fiscal Year. A Special Tax shall then be levied according to the following steps:

Step 1: The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel of Developed Property until the amount levied is equal to the Special Tax Requirement prior to applying any Capitalized Interest that is available in the CFD accounts.

Step 2: If additional revenue is needed after Step 1 in order to meet the Special Tax Requirement after Capitalized Interest has been applied to reduce the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Parcel of Final Map Property up to 100% of the Maximum Special Tax for each Parcel of Final Map Property until the amount levied is equal to the Special Tax Requirement.

Step 3: If additional revenue is needed after Step 2, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel of Undeveloped Property until the amount levied is equal to the Special Tax Requirement.

Step 4: If additional revenue is needed after Step 3, the Special Tax shall be levied Proportionately on each Parcel of Taxable Welfare Exemption Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Welfare Exemption Property for such Fiscal Year until the amount levied is equal to the Special Tax Requirement.

Step 5: If additional revenue is needed after Step 4, the Special Tax shall be levied Proportionately on each Parcel of Taxable Owners Association Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Owners Association Property until the amount levied is equal to the Special Tax Requirement.

Step 6: If additional revenue is needed after Step 5, the Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Public Property until the amount levied is equal to the Special Tax Requirement.

F. MANNER OF COLLECTION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section H below and provided further that the City may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until principal and interest on Bonds have been repaid. However, in no event shall Special Taxes be levied after Fiscal Year 2063-64. Under no circumstances may the Special Tax on a Parcel of Developed Property in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

G. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied in any Fiscal Year on the following:

(1) Public Property, except Taxable Public Property.

(2) Owners Association Property, except Taxable Owners Association Property.

(3) Welfare Exemption Property, except Taxable Welfare Exemption Property.

(4) Parcels that are owned by a public utility for an unmanned facility.

(5) Parcels that are subject to an easement that precludes any other use on the Parcel.

(6) Parcels that have fully prepaid the Special Tax obligation assigned to the Parcel pursuant to the formula set forth in Section H below.

H. PREPAYMENTS

The following definitions apply to this Section H:

"Outstanding Bonds" means all Previously Issued Bonds which remain outstanding, with the following exception: if a Special Tax has been levied against, or already paid by, an Assessor's Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

"Previously Issued Bonds" means all Bonds that have been issued prior to the date of prepayment.

"Public Facilities Requirement" means either $8.3 million in 2023 dollars, which shall increase on January 1, 2024, and on each January 1 thereafter by 2% of the amount in effect in the prior year or such other number as shall be determined by the City as sufficient to fund improvements that are authorized to be funded by Improvement Area No. 1. The Public Facilities Requirement shown above may be adjusted each time property annexes into Improvement Area No. 1 or there is an adjustment to the Expected Maximum Special Tax Revenues due to a Land Use Change.

"Remaining Facilities Costs" means the Public Facilities Requirement minus public facility costs funded by Previously Issued Bonds, developer equity and any other source of funding.

1. Full Prepayment

The Special Tax obligation applicable to a Parcel in Improvement Area No. 1 may be prepaid and the obligation of the Parcel to pay the Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Parcel at the time of prepayment. An owner of a Parcel intending to prepay the Special Tax obligation shall provide the City with written notice of intent to prepay. Within 30 days of receipt of such written notice, the City or its designee shall notify such owner of the prepayment amount for such Parcel. Prepayment must be made not less than 75 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes. The Prepayment Amount shall be calculated as follows: (capitalized terms as defined below):

Bond Redemption Amount
plus Remaining Facilities Amount
plus Redemption Premium
plus Defeasance Requirement
plus Administrative Fees and Expenses
less Reserve Fund Credit
equals Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

Step 1. Compute the amount that could be collected from the Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the City by applying the Base Special Tax to the Expected Land Uses for the Parcel. If this Section H is being applied to calculate a prepayment pursuant to Section D above, compute the amount by which the proposed Land Use Change would reduce Expected Maximum Special Tax Revenues below the amount needed for Required Coverage, and use this amount for purposes of this Step 1.

Step 2. Divide the Maximum Special Tax computed pursuant to Step 1 for such Parcel by the total Expected Maximum Special Tax Revenues for all property in Improvement Area No. 1, as shown in Attachment 2.

Step 3. Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the "**Bond Redemption Amount"***).

Step 4. Compute the current Remaining Facilities Costs (if any).

Step 5. Multiply the quotient computed pursuant to Step 2 by the amount determined pursuant to Step 4 to compute the amount of Remaining Facilities Costs to be prepaid (*the "**Remaining Facilities Amount"***).

Step 6. Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the "**Redemption Premium"***).

Step 7. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment will be received and which has not been included in a tax levy until the next earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 7, 8 and 9 of this prepayment formula will not apply.

Step 8: Compute the amount of interest the City reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received and which has not been included in a tax levy until the next earliest redemption date for the Outstanding Bonds.

Step 9: Subtract the amount computed pursuant to Step 8 from the amount computed pursuant to Step 7 (the ***"Defeasance Requirement"***).

Step 10. The administrative fees and expenses associated with the prepayment will be determined by the Administrator and include the costs of computing the prepayment, redeeming Bonds and recording any notices to evidence the prepayment and the redemption (the *"**Administrative Fees and Expenses"***).

Step 11. If and to the extent so provided in the Indenture, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "***Reserve Fund Credit"***).

Step 12. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 5, 6, 9, and 10, less the amount computed pursuant to Step 11 (the ***"Prepayment Amount"***).

Step 13. From the Prepayment Amount, the amounts computed pursuant to Steps 3, 6, and 9 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Step 5 shall be deposited into the Improvement Fund. The amount computed pursuant to Step 10 shall be retained in the account or fund that is established to pay Administrative Expenses.

Once a full prepayment of a Parcel's Special Tax obligation has been received, a Notice of Cancellation of Special Tax Lien shall be recorded against the Parcel to reflect the discharge of the Parcel's obligation to pay the Special Tax. However, a Notice of Cancellation of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

2. Partial Prepayment

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of Administrative Fees and Expenses determined in Step 10 shall be included in the partial prepayment. The Maximum Special Tax that can be levied on a Parcel after a partial prepayment is made shall be equal to the portion of the Maximum Special Tax that was not prepaid. Once a partial prepayment has been received, an Amended Notice of Special Tax Lien shall be recorded against the Parcel to reflect the reduced Special Tax lien for the Parcel, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues. However, an Amended Notice of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

3. *Maintaining Required Coverage*

Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Special Tax revenue that could be collected from Taxable Property that remains subject to the Special Tax after the proposed prepayment would be less than the Required Coverage on Bonds that will remain outstanding after defeasance or redemption of Bonds from proceeds of the estimated prepayment, the amount of the prepayment shall be increased until the amount of Bonds defeased or redeemed is sufficient to reduce remaining annual debt service to a point at which Required Coverage is maintained.

I. INTERPRETATION OF RMA

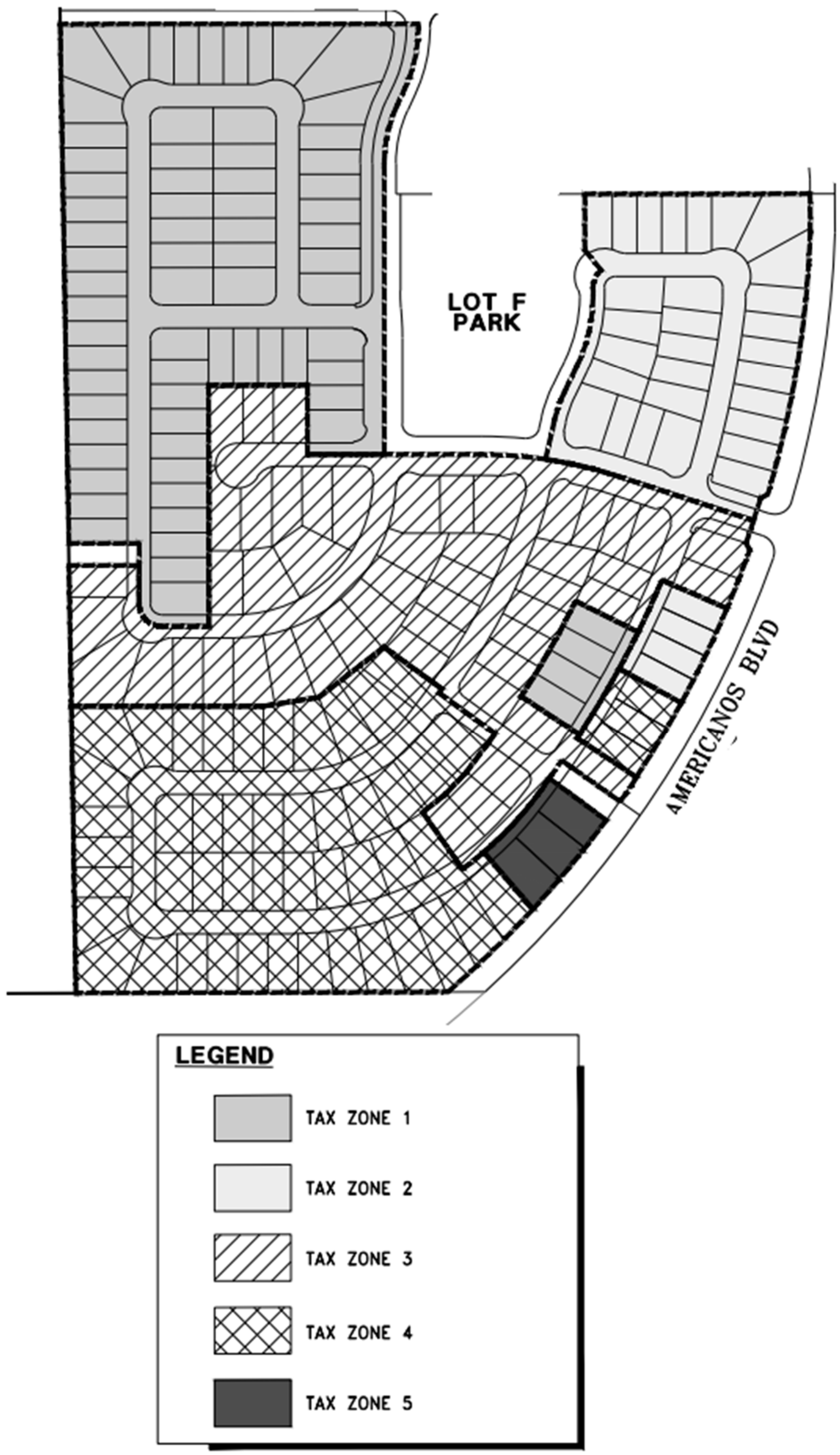
Interpretations may be made by Resolution of the City Council to interpret, clarify, and/or revise this RMA to correct any inconsistency, vagueness, or ambiguity as it relates to the Special Tax, method of apportionment, classification of properties, or any definition applicable to Improvement Area No. 1 of the CFD, as long as such correction does not materially affect the levy and collection of Special Taxes. The City, upon the request of an owner of land within Improvement Area No. 1

which is not Developed Property, may also amend this RMA in any manner acceptable to the City, by resolution or ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within Improvement Area No. 1, provided such amendment only affects such owner's land. Under no circumstances may such revisions to the RMA decrease the Expected Maximum Special Tax Revenues to a level that will reduce debt service coverage below the Required Coverage.

ATTACHMENT 1

**Improvement Area No. 1 of the
City of Rancho Cordova
Grantline 220
Community Facilities District No. 2023-1**

**Identification of Tax Zones and Expected Lot Layout
in Improvement Area No. 1**



ATTACHMENT 2

Improvement Area No. 1 of the
City of Rancho Cordova
Grantline 220
Community Facilities District No. 2023-1

Expected Land Uses and Expected Maximum Special Tax Revenues

Tax Zone	Land Use Category	Expected Residential Units/Acreage	Base Special Tax (FY 2023-24) *	Expected Maximum Special Tax Revenues (FY 2023-24) *
Tax Zone 1	Single Family Property Other Property	72 Residential Units 0 Acres	$2,300 per Residential Unit $23,728 per Acre	$165,600 $0
Tax Zone 2	Single Family Property Other Property	33 Residential Units 0 Acres	$2,601 per Residential Unit $26,587 per Acre	$85,833
Tax Zone 3	Single Family Property Other Property	51 Residential Units 0 Acres	$2,770 per Residential Unit $22,846 per Acre	$141,270
Tax Zone 4	Single Family Property Other Property	50 Residential Units 0 Acres	$3,171 per Residential Unit $26,347 per Acre	$158,550
Tax Zone 5	Single Family Property Other Property	3 Residential Units 0 Acres	$3,566 per Residential Unit $28,678 per Acre	$10,698
Expected Maximum Special Tax Revenues (FY 2023-24 $)				**$561,951**

* On July 1, 2024, and each July 1 thereafter, all dollar amounts shown above shall be increased by two percent (2%) of the amount in effect in the prior Fiscal Year.

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO INCUR BONDED INDEBTEDNESS IN AND FOR CITY OF RANCHO CORDOVA GRANTLINE 220 CFD COMMUNITY FACILITIES DISTRICT NO. 2023-1 TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES

WHEREAS, the City Council (the "City Council") of the City of Rancho Cordova (the "City") has duly adopted Resolution No. ___-2023 (the "Resolution of Intention") on July 3, 2023, wherein it declared its intention to establish a community facilities district under and pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), to be known and designated as the "City of Rancho Cordova Grantline 220 CFD Community Facilities District No. 2023-1" (the "CFD") , designate therein "Improvement Area No. 1 of the City of Rancho Cordova Grantline 220 CFD Community Facilities District No. 2023-1" ("Improvement Area No. 1"), and form a future annexation area for the CFD (the "Future Annexation Area"), and to levy a special tax therein to finance the acquisition and construction of certain public facilities (collectively the "Facilities") listed in Exhibit B to the Resolution of Intention and incorporated therein and made a part hereof; and

WHEREAS, in order to finance the costs of the Facilities it is necessary to incur bonded indebtedness in the amount of not to exceed $53,200,000 on behalf of the CFD and a bonded indebtedness limit for the CFD; and

WHEREAS, the City Council is fully advised in this matter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AS FOLLOWS:

1. The above recitals are true and correct, and the City Council so finds and determines.

2. The City Council hereby declares that the public convenience and necessity require that a bonded indebtedness in the principal amount of not to exceed $53,200,000 be incurred in one or more series to finance the acquisition and construction of the Facilities, which amount includes all costs and estimated costs incidental to, or connected with, the accomplishment of the purpose for

which such bonded indebtedness is proposed to be incurred (the "Authorization"), initially allocated as follows: (i) for Improvement Area No. 1, the bonded indebtedness limit is $18,800,000 and (ii) for land within the Future Annexation Area (the "Future Improvement Area, the bonded indebtedness limit is not to exceed $34,400,000 (the "Future Improvement Area Indebtedness Limit"), provided that prior to any land in Improvement Area No. 1 becoming Developed Property (as defined in the Rate and Method) and prior to the first sale of bonds for Improvement Area No. 1, the Finance Director of the City may change the allocation upon receiving the affirmative vote for the reallocation from the owner of all the land in Improvement Area No. 1. Indebtedness subject to this limit shall only include indebtedness evidenced by bonds or notes and shall not include bonds described in Section 53364.2(e) of the Act.

Upon designation of a parcel or parcels annexed into the CFD from the Future Annexation Area as a Future Improvement Area, the Unanimous Consent shall include an authorization to incur bonded indebtedness for such Future Improvement Area in a maximum amount which does not cause the bonded indebtedness for the CFD to exceed the Authorization, and which limit shall be set forth in a Unanimous Consent. Such allocation may be made without any requirement for further public hearings, Council action or other additional proceedings, and the City shall include the Unanimous Consent in the records for the CFD.

3. This Council, acting as legislative body for the CFD, intends to authorize the issuance and sale of bonds and other debt in one or more series in the maximum aggregate principal amount of not to exceed the established Improvement Area No. 1 bonded indebtedness limit bearing interest payable semi-annually or in such other manner as this Council shall determine, at a rate not to exceed the maximum rate of interest as may be authorized by applicable law at the time of sale of such bonds and other debt, and maturing not to exceed 40 years from the date of the issuance of each series of the bonds and other debt.

   This Council, acting as legislative body for the CFD, intends to authorize the issuance and sale of bonds and other debt in one or more series in the maximum aggregate principal amount with respect to the Future Improvement Areas to be determined at the time of annexation (not to exceed the Future Improvement Area Indebtedness Limit in the aggregate), bearing interest payable semi-annually or in such other manner as this Council shall determine, at a rate not to exceed the maximum rate of interest as may be authorized by applicable law at the time of sale of each series of bonds and other debt, and maturing not to exceed 40 years from the date of the issuance of the respective series of bonds and other debt.

4. Notice is given that Monday, August 7, 2023, at the hour of 5:30 P.M., at the regular meeting place of the City Council, City Council Chambers, Rancho

Cordova City Hall, 2729 Prospect Park Drive, Rancho Cordova, California 95670, has been fixed by the City Council as the time and place for a public hearing to be held by the City Council to consider the incurring of such bonded indebtedness to finance the acquisition and construction of the Facilities in and for the CFD. At the hearing, testimony concerning the incurring of such bonded indebtedness secured by a special tax to be levied within the CFD to finance the acquisition and construction of the Facilities will be heard and protests will be considered from registered voters residing within the CFD and persons owning real property within the CFD. Written protests by the owners of a majority of the land which would be subject to special taxation within the proposed the CFD will require the suspension of proceedings for at least one year. Written protests must be filed with the City Clerk at or before the time fixed for the hearing.

5. The City Clerk is hereby directed to cause notice of the public hearing to be given in the form required by the Act, which requires publication in a newspaper of general circulation circulated within the CFD, which such publication shall be made pursuant to Section 6061 of the Government Code of the State of California. The publication shall be completed at least 7 days before the date of the public hearing referenced above. The notice shall be substantially in the form specified in Section 53346 of the Act and attached hereto, with the form summarizing the provisions hereof hereby specifically approved.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 3rd day of July 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Linda Budge, Mayor

ATTEST:

____
Stacy Leitner, CMC,
City Clerk

MEMORANDUM

ITEM 9.5.

DATE: July 3, 2023

TO: Honorable Mayor and Council Members

FROM: Amanda Norton, Economic Development Manager

SUBJECT: **A RESOLUTION APPROVING A $250,000 DOLLAR-FOR-DOLLAR MATCH FOR THE ECONOMIC DEVELOPMENT AGENCY'S BUILD TO SCALE NOTICE OF FUNDING APPLICATION**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Approval of the Resolution would authorize the Economic Development staff to apply for the EDA's Build to Scale Notice of Funding Opportunity with a dollar-for-dollar match of $250,000.

BACKGROUND

The Economic Development Agency (EDA) released a Build to Scale Notice of Funding (NOFO) initiative, which seeks to foster innovation, entrepreneurship, and economic growth in technology-based ecosystems across the United States. The Build to Scale Venture Challenge: Ignite focuses on early-stage or establishing startups that have the potential for high growth and scalability. It aims to provide them with the necessary resources, funding, and support to accelerate their development and achieve sustainable growth.

In alignment with the EDA's funding initiative, the Economic Development Department is interested in supporting technology entrepreneurship and accelerating company growth within Rancho Cordova. By supporting early-stage startups with high-growth potential, the City of Rancho Cordova aims to drive innovation, create jobs, and stimulate economic growth. It also aims to attract talented entrepreneurs and investors to the ecosystem, thereby strengthening the overall startup ecosystem.

The Economic Development Department would like to use this funding to support the development of Rancho Cordova's entrepreneurial and innovation ecosystem through "startup enablers" – community-based initiatives and programs that help entrepreneurs take their startup from an initial idea to a viable company. Primary objectives under this initiative would include, but not be limited to, expanding the reach of entrepreneurial support organizations, increasing opportunities for startups to grow, increasing the number of viability of startups, increasing investment in Rancho Cordova, fostering and facilitating high-growth startups, encouraging targeted collaborations, and building key industry verticals.

If awarded funding, staff would look to develop grant programs specific to catalyzing innovation in the Rancho Cordova startup community and build pipelines for entrepreneurs. Applicants would be invited to apply for two (2) potential grants:

1. Pitch Competition Events grant would sponsor small events that will focus on fostering knowledge and ideas that inspire entrepreneurship and the growth of innovative businesses and programs.
2. Ecosystem Building grant to develop/ increase access to incubator and accelerator programs for Rancho Cordova entrepreneurs.

The deadline to apply for the Build to Scale NOFO is July 28, 2023. As part of the application there is a cost sharing and matching component. Applicants must provide a dollar-for-dollar match for each dollar requested under this application.

FISCAL IMPACT AND FUNDING SOURCE

The Economic Development Department Staff will be applying for $250,000 under the EDA's Build to Scale NOFO, with the dollar-for-dollar match of $250,000 being provided from Measure R.

ATTACHMENT(S)

1. Resolution
2. 2023 Build to Scale Economic Development Agency Notice of Funding

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

A RESOLUTION OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING A $250,000 DOLLAR-FOR-DOLLAR MATCH FOR THE ECONOMIC DEVELOPMENT AGENCY'S BUILD TO SCALE NOTICE OF FUNDING APPLICATION.

WHEREAS, the Build to Scale Venture Challenge: Ignite, launched by the Economic Development Agency (EDA), aims to support and promote the growth of high-potential startups by providing funding and resources; and

WHEREAS, the City of Rancho Cordova's Economic Development Department recognizes the importance of fostering innovation, entrepreneurship, and economic growth within our community; and

WHEREAS, the Ignite program offers a comprehensive support system, including financial assistance, mentorship, technical assistance, market access, and community building, to help early-stage startups accelerate their growth and achieve sustainable success; and

WHEREAS, by participating in the Ignite program, the Economic Development Department will have the opportunity to support local startups, drive job creation, and stimulate economic development within the City's jurisdiction; and

WHEREAS, a commitment of a dollar for dollar match of $250,000 from the City's Economic Development Department will demonstrate a commitment to supporting startups and leveraging external resources for their growth.

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

1. The Economic Development Department is authorized and directed to apply for the EDA's Build to Scale Venture Challenge: Ignite on behalf of The City of Rancho Cordova.
2. The Economic Development Department is authorized to encumber a dollar for dollar match of $250,000 in funding from Measure R to supplement the financial assistance provided by the Ignite program and in a form approved by the City Attorney.
3. The Economic Development Department is authorized to allocate necessary resources, including personnel, to support the application process and subsequent participation in the Ignite program.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of July 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Linda Budge, Mayor

Stacy Leitner, CMC
City Clerk

2023 BUILD TO SCALE PROGRAM

Notice of Funding Opportunity

EDA

U.S. ECONOMIC DEVELOPMENT ADMINISTRATION

Office of **INNOVATION** *and*
ENTREPRENEURSHIP

EXECUTIVE SUMMARY

Federal Awarding Agency Name	U.S. Economic Development Administration (EDA), U.S. Department of Commerce (DOC)
Funding Opportunity Title	2023 Build to Scale Program
Announcement Type	2023 Notice of Funding Opportunity (NOFO) publishing EDA's application submission requirements and application review procedures for EDA's Build to Scale Program, through which EDA awards grants for activities designed to develop and support regional innovation initiatives, as authorized by section 27 of the Stevenson-Wydler Technology Innovation Act of 1980 (15 U.S.C. § 3722).
Funding Opportunity Number	EDA-HDQ-OIE-2023-B2S
Catalog of Federal Domestic Assistance (CFDA) Number(s)	11.024 Build to Scale
Key Dates	The application deadline is **11:59 P.M. EASTERN TIME ON JULY 28, 2023**. Applications received after this deadline will not be reviewed or considered. Applications will only be accepted electronically. Please carefully read the application submission information provided in section D.2 (p. 11) of this NOFO for full details.
Funding Opportunity Description	EDA's Office of Innovation & Entrepreneurship is committed to furthering tech-based economic development initiatives that accelerate high-skill and high-wage job growth, create economic opportunity, and support the future of the next generation of industry leading companies. Funding is available for organizations that aid companies in developing the next generation of technologies. Under the Build to Scale Program, EDA is soliciting applications for two competitions, the • 2023 Venture Challenge; and • 2023 Capital Challenge.
Cost Sharing and Matching	Applicants must provide matching share equal to at least 50 percent of the total project cost, i.e., applicants must match each dollar requested with at least one dollar of applicant match. *See* section C.3 (p.10) of this NOFO.
Eligible Applicants	Eligible applicants for EDA financial assistance under this NOFO include: • A State; • An Indian tribe; • A city or other political subdivision of a State; • An entity whose application is supported by a State or a political subdivision of a State and that is— ○ a nonprofit organization, ○ an institution of higher education, ○ a public-private partnership, ○ a science or research park,

	○ a Federal laboratory, ○ a venture development organization, or ○ an economic development organization or similar entity that is focused primarily on improving science, technology, innovation, or entrepreneurship; or • A consortium of any of the aforementioned entities. EDA is not authorized to provide grants or cooperative agreements to individuals under this Program. Requests from individuals will not be considered for funding.
Informational Webinar	EDA plans to conduct an informational webinar for this NOFO and expects to make available scheduling information and a link to a recording at https://www.eda.gov/funding/programs/build-to-scale.
Award Notification	Subject to the availability of funding, successful applicants should expect to receive grant award notification approximately 90-120 days following the application deadline set forth in this NOFO.

FULL ANNOUNCEMENT TEXT
2023 BUILD TO SCALE PROGRAM

A. PROGRAM DESCRIPTION

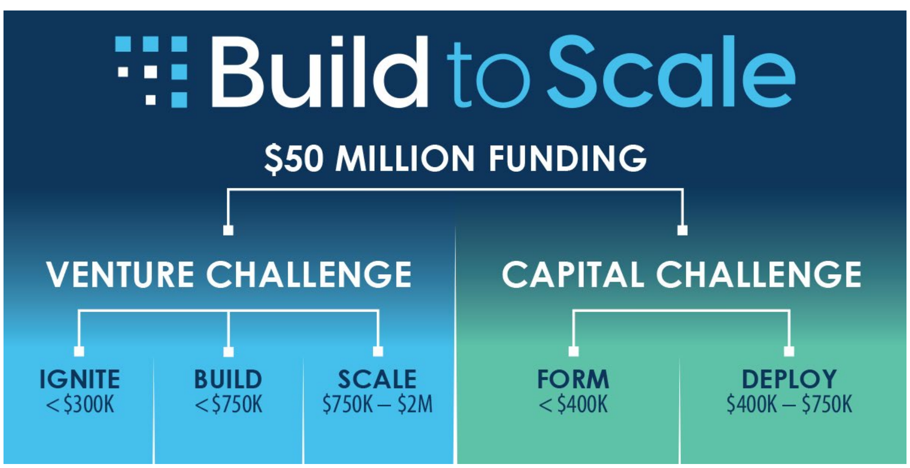
1. Overview

Entrepreneurs, especially technology entrepreneurs, flourish in healthy ecosystems. Technology-based economic development (TBED) grows ecosystems in which entrepreneurs can build and scale technology-driven businesses, which in turn create high-skill and high-wage jobs, economic opportunity, and the industries of the future. EDA's Office of Innovation and Entrepreneurship (OIE) awards grants through the Build to Scale (B2S) Program to foster technology-based ecosystems,[1] to advance the growth of connected, innovation-centric economies that accelerate technology, and to enable commercialization to increase regional and global competitiveness.[2]

EDA invites organizations that are aiding technology-based companies with high growth potential (including but not limited to startups) in developing the next generation of technologies to apply for Build to Scale Program funding. The Build to Scale program aims to:

- build public and private capacity for entrepreneurs and innovators to invent, improve, and bring to market new products and services in critical, emerging, and transformative sectors and industries;
- expand regional knowledge ecosystems to realize economic and job growth;
- accelerate the growth of regional economies that are focused on industries of the future;
- catalyze regional leadership through TBED strategies;
- empower communities to provide proof-of-concept and commercialization assistance to technology innovators and entrepreneurs; and
- equitably and inclusively increase access to capital for technology-enabled entrepreneurs.

Under the Build to Scale Program, EDA is soliciting applications for two separate competitions: (1) the Venture Challenge and (2) the Capital Challenge. Applicants may apply to both Challenges but may only



[1] Through the Build to Scale program, EDA "award[s] grants, on a competitive basis, . . . for activities designed to develop and support . . . regional innovation initiative[s]." 15 U.S.C. § 3722(c)(1). "The term 'regional innovation initiative' means a geographically-bounded public or nonprofit activity or program that addresses issues in the local innovation systems in order to—(A) increase the success of innovation-driven industry; (B) strengthen the competitiveness of industry through new product innovation and new technology adoption; (C) improve the pace of market readiness and overall commercialization of innovative research; (D) enhance the overall innovation capacity and long-term resilience of the region; (E) leverage the region's unique competitive strengths to stimulate innovation; and (F) increase the number of full-time equivalent employment opportunities within innovation-based business ventures in the geographic region." § 3722(a)(2).

[2] *See* 15 U.S.C. §§ 3720, 3722.

submit one application per Challenge, and each submitted application must have separate and distinct scopes of work, and match or cost share commitments. As set forth below, both Challenges are designed to develop and support regional innovation initiatives.

This grant program supports organizations that may be operating initiatives to unlock investment capital across a region or sector, operating programs to accelerate company growth, empowering the next generation of entrepreneurs, or otherwise enabling technology commercialization. Applicants should consider aligning their project work with key technology focus areas that the National Science Foundation (NSF) updates annually.[3]

Awards made under Build to Scale may only fund operational and programmatic costs related to developing and supporting regional innovation initiatives. Award funds may not be passed or transferred directly to beneficiaries (i.e., participant startup companies and individuals) served by the program being funded by award funds. In addition, award funds may not be used to subsidize such companies' expenses that are unrelated to program activities, including general operating expenses. A provider of matching share, including an entity providing cash or in-kind contributions, may not serve as a contractor under the same award, and may not be paid with award funds to provide goods or services to the award recipient. Funding may not duplicate other federal funding, including funding awarded under other TBED-centric EDA programs (STEM Talent Challenge, Tech Hubs), other Department of Commerce programs, or other federal agency programs. EDA will not fund activities that already are or will be paid for with other federal funds, or are or will be counted as cost share on another federal award.

2. Program Information

i. Venture Challenge

Under the Venture Challenge, EDA seeks competitive proposals that support technology entrepreneurship and accelerate company growth in their community, region, or combination of regions. Competitive proposals will outline how the project will strengthen economic competitiveness through new product or service innovation or new technology adoption, enhancing research commercialization processes and outcomes, remediating structural barriers that inhibit regional innovation capacity and resilience, or leveraging regional competitive strengths to stimulate innovation and the creation of high-skill and high-wage jobs. Companies served by the applicant organization should be challenging the status quo of established markets or commercializing technologies, as well as furthering job creation within their businesses. Applicants should provide empirical evidence that illustrates how funds leveraged through this competition will not only launch new programming and/or scale existing programming, but also generate sustainable added value for the region's entrepreneurial ecosystem by augmenting existing regional assets for innovation and commercialization.

Funding for the Venture Challenge is available at three levels: **Build**, **Scale,** and **Ignite**. Venture Challenge **Build** applicants may request up to **$750,000** over the period of performance, and Venture Challenge **Scale** applicants must request more than **$750,000** and may request up to **$2,000,000** over the period of performance. EDA expects the period of performance for these two levels to be approximately three years. Venture Challenge **Ignite** applicants may request up to **$300,000** over the period of performance, which EDA expects will be approximately 18 to 24 months. If the applicant needs a shorter or longer period of performance, the applicant should include in the application a justification, and EDA will review and choose to accept that justification for any of the funding levels.

[3] 42 U.S.C. § 19107; *see also* section D.2.iii.a.3.c) below.

Venture Challenge **Ignite** applicants

- may be establishing new partnerships across sectors, industries, and organizational types to build capacity;
- may be conducting community needs audits and assessments to develop a comprehensive technology-based economic development strategy for the region;
- may be establishing governance and other formal agreements and structures among partners and identifying regional TBED champions;
- may be establishing a new or reimagined commercialization and technology transfer function;
- may request up to **$300,000** over the period of performance (expected to be approximately 18-24 months); and
- must provide a 1:1 match.

The Ignite Challenge provides operational and programmatic funding to support the development of nascent technology-based ecosystems. This program is open only to applicants that are not current or prior Build to Scale or Regional Innovation Strategies (RIS) program grantees and aims to strengthen organizations' capacities to design and implement Tech Based Economic Development (TBED) projects through feasibility studies, impact analyses, and planning to address regional innovation needs, including access to capital. These projects should focus on building partnerships, establishing governance, and identifying potential sources of matching funds that will enable the organization to implement TBED projects in the near future.

Venture Challenge **Build** applicants

- should pilot a solution to a demonstrated need **or** implement a proven solution to a demonstrated need in a new region or community;
- must demonstrate a commitment and ability to achieve, measure, and share data that support agreed upon impacts;
- may request up to **$750,000** over the period of performance (expected to be approximately three years); and
- must provide a 1:1 match.

Venture Challenge **Scale** applicants

- should scale an existing initiative that has demonstrated prior success based on empirical evidence;
- must have a proven track record of successful deployment of programs;
- must demonstrate a commitment and ability to achieve, measure, and share data that support agreed upon program effects to accelerate technology-based economic development strategies;
- must request more than **$750,000** and may request up to **$2,000,000** over the period of performance (expected to be approximately three years); and
- must provide a 1:1 match.

Organizations interested in applying to the Venture Challenge as a Build or Scale applicant are encouraged to review project profiles of past awardees of the Venture Challenge and the i6 Challenge (the predecessor to the Venture Challenge) at https://www.eda.gov/funding/programs/build-to-scale.

ii. Capital Challenge

The Capital Challenge provides operational support for the formation, launch, or scale of investment funds that seek to raise equity-based capital to deploy in scalable startups (e.g., angel, seed, or venture funds) or of organizations that expand equity-based capital access and deployment within a community, region, or regional industry (e.g., angel networks or investor training programs). The Capital Challenge does not support strictly debt-based capital.

Funding for the Capital Challenge is available at two levels: **Form** and **Deploy**. Capital Challenge **Form** applicants may request up to **$400,000**, and Capital Challenge **Deploy** application must request more than **$400,000** and may request up to **$750,000** over the period of performance, which EDA expects will be approximately three years unless the applicant clearly justifies a shorter or longer period of performance and EDA accepts that justification. Although Capital Challenge applicants should operate investment vehicles that raise equity or equity-based capital and deploy that capital into scalable technology businesses, funding must primarily support operational and programmatic costs and **may not** be used as investment capital.

Capital Challenge **Form** applicants

- should identify, educate, and connect investors and other potential sources of equity-based capital (whether traditional, hybrid, or new structures) within a regional technology cluster;
- should identify sources of potential investments (i.e., dealflow) and build capacity to conduct due diligence and close investment deals;
- must demonstrate a commitment and ability to achieve, measure, and share data that support agreed upon effects;
- may request up to **$400,000** over the period of performance (expected to be approximately three years); and
- must provide a 1:1 match.

Capital Challenge **Deploy** applicants

- should raise and deploy equity or equity-based capital, whether through traditional or hybrid models, within a regional technology cluster via a fund or other collaborative investment framework;
- should deploy investment capital into technology startups based on an investment thesis that clearly supports and fosters the growth of a regional technology cluster and its entrepreneurship ecosystem;
- must **not** use B2S funding or matching share as investment capital but instead to operate or support one or more investment vehicles;
- should assess companies for high-growth potential as a central factor of their investment strategy;
- must demonstrate a commitment and ability to achieve, measure, and share data that support agreed upon effects;
- must request more than **$400,000** and may request up to **$750,000** over the period of performance (expected to be approximately three years); and
- must provide a 1:1 match.

Organizations interested in applying to the Capital Challenge are encouraged to review project profiles of past awardees of the Capital Challenge or Seed Fund Support competition (the predecessor to the Capital Challenge), at https://www.eda.gov/funding/programs/build-to-scale/historical.

3. Equity Investment Priority

Consistent with Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government, and EDA's Equity Investment Priority, EDA expects projects to advance equity to underserved populations to the extent practicable. In this context, EDA is seeking projects that directly benefit: 1) one or more traditionally underserved populations, including but not limited to women, Black, Latino, and Indigenous and Native American persons, Asian Americans, and Pacific Islanders; or 2) underserved communities within geographies that have been systemically and/or systematically denied a full opportunity to participate in aspects of economic prosperity such as Tribal Lands, Persistent Poverty Counties, and rural areas with demonstrated, historical underservice.

A successful project will articulate which populations or communities will benefit (as noted above and https://www.eda.gov/funding/investment-priorities) and include a plan for inclusive community engagement in the project and ensuring that the economic benefits of the project will be shared by all communities in the project region, including any underserved communities. Your explanation should address the communities affected, barriers those communities may face in accessing benefits of the project, contemplated outreach efforts, and other planned steps to address identified barriers, as appropriate. Applicants should show a commitment to equity and diversity, and EDA will consider applicants' demonstration of prior concrete successes related to equity and diversity.

4. Statutory Authority

The statutory authority for the Build to Scale program is section 27 of the Stevenson-Wydler Technology Innovation Act of 1980 (15 U.S.C. § 3722). The regulations governing the Build to Scale program are located at subparts A and B of 13 C.F.R. part 312.

B. FEDERAL AWARD INFORMATION

1. Available Funding Under this Announcement

EDA has been appropriated $50 million for grants authorized by section 27 of the Stevenson-Wydler Technology Innovation Act of 1980, pursuant to the Consolidated Appropriations Act, 2023.[4]

The funding periods and funding amounts referenced in this notice are subject to the availability of funds at the time of award as well as to DOC and EDA priorities at the time of award. DOC and EDA will not be held responsible for application preparation costs. Publication of this announcement does not obligate DOC or EDA to make any specific grant award or to obligate all or any part of available funds.

Subject to the availability of funding and based on applications received, EDA expects to make awards under this NOFO as follows:

i. Venture Challenge

EDA plans to award no less than **$40,000,000** under the 2023 Venture Challenge. The maximum federal share of each Venture Challenge Build award is **$750,000**; the maximum federal share of each Venture Challenge Scale award is **$2,000,000**. Under Venture Challenge Ignite the maximum federal share is **$300,000**.

ii. Capital Challenge

EDA plans to award no less than **$8,000,000** under the 2023 Capital Challenge. The maximum federal share of each Capital Challenge **Form** award is **$400,000**; the maximum federal share of each Capital Challenge **Deploy** award is **$750,000**.

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[4] Public Law 117-328, division B, title 1 (December 29, 2022).

2. Type of Funding Instrument Used; Period of Performance

Under this NOFO, EDA may award grants to eligible applicants to support project activities. Periods of performance are dependent on the type of project and the scope of work of the grant award. See section F.1 (p. 26) of this NOFO for award notification information. EDA anticipates awards will typically have an initial period of performance of approximately three (3) years, with Venture Challenge Ignite having an expected period of performance of 18-24 months; all competitions under this NOFO have an anticipated start date of November 1, 2023 (subject to change).

EDA expects all projects to proceed efficiently and expeditiously, and EDA expects applicants to document clearly in their applications a reasonable and appropriate timeline that includes the start and completion dates of the proposed scope of work. As a condition of their respective awards, grantees will be required to provide timely periodic progress reports and performance data as set forth in section F.3 (p. 27).

C. ELIGIBILITY INFORMATION

1. Eligible Applicants

Entities that are eligible for funding include:

- a State;[5]
- an Indian tribe;
- a city or other political subdivision of a State; [6]
- an entity whose application is supported by a State or a political subdivision of a state and that is—
  - a nonprofit organization;
  - an institution of higher education;
  - a public-private partnership;[7]
  - a science or research park;

[5] The term "State" means one of the several States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or any other territory or possession of the United States. 15 U.S.C. § 3722(a)(3). Departments within the State government (e.g., State's Department of Labor, etc.) are considered part of the State.

[6] A "political subdivision of a state" is a unit of government created by and under the authority of a higher level of government. For example, counties, cities, etc.

[7] For the purposes of the Build to Scale program, EDA defines a public-private partnership (PPP) as a relationship formalized by contractual agreement between a public agency and a private-sector entity that reasonably defines the terms of collaboration in the delivery and financing of a public project. EDA will typically review agreements for items such as the purpose and objectives of the partnership, the binding/contractual nature of the relationship, the duties and responsibilities of each party, and the duration of the agreement. The scope of the relationship documented in the agreement may be limited to the proposal set forth in a given partnership's grant application or may encompass a broader program, initiative, or other set of activities or goals. Organizations that plan to apply to this NOFO as a PPP may structure their applications in one of four ways: (1) The private entity that is party to the PPP applies on behalf of the PPP that includes the contractual agreement establishing the PPP, and that clearly documents the roles and responsibilities of each member of the PPP; (2) The public entity that is party to the PPP applies on behalf of the PPP that includes the contractual agreement establishing the PPP, and that clearly documents the roles and responsibilities of each member of the PPP; (3) The PPP applies as a single entity if the PPP is an established entity, independent of the parties to the PPP and with its own organizational structure and clearly defined management team; and the application includes the contractual agreement establishing the PPP, and clearly documents the roles and responsibilities of each member of the PPP; or (4) If the public and private partners are equally involved in the management and/or carrying out of the grant, then the entities of the PPP should submit as co-applicants. The application should include the contractual agreement establishing the PPP, and clearly document the roles and responsibilities of each member of the PPP.

    - a Federal laboratory;
    - a venture development organization;[8] or
    - an economic development organization or similar entity that is focused primarily on improving science, technology, innovation, or entrepreneurship;[9] or
- a consortium of any of the aforementioned entities.[10]

EDA is not authorized to provide grants to individuals or other entity types that are not eligible under this NOFO, and such requests will not be considered for funding.

If an organization is currently implementing an OIE award (i.e., under a prior-year Build to Scale or Regional Innovation Strategies program funding opportunity) and submitting an application to the same or successor challenge[11] under this NOFO, EDA will not consider that application for award unless all activities under the existing award, including but not limited to final reporting requirements, are completed and submitted to EDA prior to October 1, 2023.

- To be eligible for the 2023 Venture Challenge, all current Venture Challenge, i6 Challenge, and Industry Challenge – Blue Economy recipients must have completed all activities within their current awards' SOWs and must have fulfilled their final reporting requirements by October 1, 2023.
- To be eligible for the 2023 Capital Challenge, all current Capital Challenge, Seed Fund Support grants, must have completed all activities within their current awards' SOWs and must have fulfilled their final reporting requirements by October 1, 2023.

2. Definitions

Under the Build to Scale program, lead applicants may choose to partner with co-applicants, subrecipients, or contractors, which can all potentially serve as federally funded partners under the grant (meaning part of the federal budget requested in the application would go to these partner entities). Applications may also include unfunded project partners (meaning they would not receive federal funds from this grant); please note the following definitions for help determining a partner's legal classification under this grant. Before disbursing any program funds, a case-by-case determination must be made as to whether the partner or party receiving the funds has the role of subrecipient or contractor, pursuant to factors listed in 2 CFR § 200.331, *Subrecipient and contractor determinations*.

[8] To be eligible for funding, a venture development organization must be a State or nonprofit organization that contributes to regional or sector-based economic prosperity by providing services for the purposes of accelerating the commercialization of research. 15 U.S.C. § 3722(a)(4).

[9] For purposes of the Build to Scale program, EDA defines an economic development organization as an organization with a primary purpose to support the economic development of a community or region. 13 C.F.R. § 312.3. To evaluate an organization's eligibility as an economic development organization or similar entity, EDA will look to the organization's Articles of Incorporation, Charter, Resolutions, Bylaws, and other documents that may be relevant to establish the primary purpose of the organization. Applicants are encouraged to submit all relevant documentation to EDA for evaluation. EDA reserves the right to request additional information from applicants to establish eligibility, as necessary. If applicants have further questions concerning these documentation requirements, they should contact the representative listed in section G (p. 27) of the NOFO.

[10] A consortium is two or more eligible entities jointly applying for an award as co-applicants.

[11] The Regional Innovation Strategies program's i6 Challenge is the predecessor of the B2S Venture and Industry Challenges (this NOFO considers the Venture and Industry challenges to be different versions of the same Challenge); the Regional Innovation Strategies program's Seed Fund Support Grant Competition is the predecessor of the B2S Capital Challenge.

i. Subrecipients

To be considered a subrecipient, an organization must be an **eligible entity** under this NOFO (see section C.1 (p. 8). A subrecipient is an entity that receives a subaward from a pass-through entity (i.e., the lead applicant) to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award.[12] Subrecipients generally carry out a portion of project activities on behalf of the applicant or co-applicant(s). Additional documentation may be required for each potential subrecipient. For more information on application requirements, see Appendix B. Please note: When deciding between applying as a co-applicant or relying on subrecipients to perform part of the scope of work, EDA prefers subrecipients.

ii. Co-applicants

Each co-applicant must be an eligible entity under this NOFO (see section C.1 (p. 8)); generally, co-applicants **jointly manage** and implement the scope of work of an award. Co-applicants have a significant role in the project scope of work. Co-applicants are generally required to submit the same forms that the primary applicant must submit. *See* section D (p. 11) and Appendix B for specific application requirements and a comprehensive checklist of the documents required for all co-applicants. Co-applicants of an application that is awarded funding will be considered "Co-recipients."

iii. Contractors

Contractors are entities that receive a contract, defined as a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out a project or program under a Federal award (for definition of "contractor" see 2 CFR 200.1). Contractors do not have to meet eligibility requirements under this NOFO; however, all contracts (including with contractors listed in application materials) must be procured in accordance with the procurement standards at 2 CFR §§ 200.317-327. Please note: Contractors that receive federal funds under a B2S award cannot provide match or cost share for the same award.

iv. Technology-Based Economic Development (TBED)

Technology-Based Economic Development (TBED) supports a climate where technology and innovation help drive an economy. Strategies often include a research base that generates new knowledge; mechanisms for transferring knowledge to the marketplace; an entrepreneurial culture; sources of risk capital; and a technically skilled workforce.[13]

3. Cost Sharing or Matching

A minimum one-to-one (1:1) match is required for all Build to Scale awards. Applicants must demonstrate at the time of the application a matching share of at least 50 percent of the total project cost; i.e., for every dollar of federal funds requested, applicants must demonstrate a commitment of at least one dollar of matching share. **Matching share greater than the 1:1 requirement will be accepted but is not necessary to qualify for funding and WILL NOT MAKE AN APPLICATION MORE COMPETITIVE.** EDA in its sole discretion may agree to reduce the matching share prior to, at, or during an award to no lower than 1:1.

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[12] For full definition, see 2 CFR 200.1.

[13] https://ssti.org/TBED.

Applicants must provide documentation (e.g., a signed letter, resolution, MOU, etc.) to show that all matching share is committed, whether provided by the applicant or a third party. For full details on what is included and allowed to meet match requirements, see section D.2.i (p.11).

D. APPLICATION AND SUBMISSION INFORMATION

1. Address to Request Application Package

An applicant must submit a complete application, as detailed in Section D.2 (p.11) of this NOFO, to be considered for funding. EDA intends to review each application within 60 days after receiving the complete application. EDA may request additional documentation or information from the applicant to make an eligibility determination. EDA will reject any documentation that the agency determines is inaccurate or incomplete, which may cause the application to be rejected.

2. Content and Form of Application Submission

An applicant must obtain, complete, and submit an application electronically through the Economic Development Grants Experience (EDGE) at sfgrants.eda.gov. EDA will not accept paper, facsimile, or email transmissions of applications except as provided below. In order to obtain and submit an application through EDGE, an applicant must register for an EDGE account at sfgrants.eda.gov. As part of the registration process, you will assign one Authorized Representative for your organization, however, multiple points of contact may be registered or added by the lead applicant to the application workspace to view or work on completing the application. The Authorized Representative will be the only official with the authority to submit applications. The required electronic file format for attachments is text-searchable Portable Document Format (PDF), word, and where appropriate, Microsoft Excel.

i. Verify That Your Submission Was Successful

Applicants should save and print written proof of an electronic submission made through EDGE. Applicants, specifically the Authorized Representative submitting the application and materials, will receive a time and date stamped email from EDGE confirming the submission and receipt of the application and other required documents.

Applicants should save and print both the confirmation screen provided on EDGE after the applicant has submitted an application and the confirmation email sent when the application has been successfully submitted.

It is the applicant's responsibility to verify that its submission was timely received and submitted successfully through EDGE.

ii. Alternatives to Submission through EDGE

To accommodate applicants' accessibility requirements, a paper version of the application may be obtained by contacting EDA's Office of Innovation and Entrepreneurship (OIE) via email at oie@eda.gov or via phone at (202) 482-8001.

All Build to Scale applications, whether under the Venture or Capital Challenges, must include the following documents to be considered for funding (also, see Appendix B for application checklist):

Project Design and Substance
Project Narrative
Budget Narrative and Staffing Plan
Matching Share Commitment Letters
State/Local Government Support (if applicable, depending on your organization type)
Forms and Supporting Documentation
SF-424 (Application for Federal Assistance)
SF-424A (Budget Information Non-Construction Programs)
CD-511 (Certification Regarding Lobbying)
SF-LLL (Disclosure of Lobbying Activities)
State Single-Point-of-Contact (SPOC)/Executive Order 12372 Compliance Documentation (if applicable)[14]
Organizational Documentation (if applicable, depending on your organization type)[15]
Indirect Cost Rate (ICR) Documentation (if applicable)
Project Service Area and FIPS Codes

iii. Project Design and Substance

Document	Number
Project Narrative	One per application
Budget Narrative and Staffing Plan	One per application
Matching Share Commitment Letters	One per match source
State/Local Government Support (if applicable, depending on your organization type)	One per application

a. Project Narrative

All applicants must provide a Project Narrative of no more than ten (10) total pages with margins no less than one-half inch (0.5") using Arial, Calibri, Times New Roman, or a similar font of size no less than eleven (11) points to be considered for funding. **Material beyond the tenth page will not be read or considered.** Any appendices will not be considered in scoring. Applicants are strongly encouraged to provide a clear and concise narrative that includes a compelling justification for the project and articulates a clearly defined regional economic gap, how the proposed project will uniquely meet this need, and the expected outcome(s) that will result from the proposed project. Lengthy applications will not receive greater consideration. Project Narratives must address the following areas:

1) Project Description and Overview

a) Executive Summary

Provide an **executive summary** of no more than 250 words that includes a **project title** and the name of the Challenge and funding level to which the application is being submitted (i.e., Venture Challenge Build,

[14] Only certain States participate in the SPOC compliance process. *See* section D.2.ii (p.17).

[15] Only non-public, eligible entities are required to submit organization documents, and the documentation required varies by eligible entity type. *See* section Appendix B.

Venture Challenge Scale, Venture Challenge Ignite, Capital Challenge Form, Capital Challenge Deploy). If the application is selected for funding, EDA may publish this executive summary, including but not limited to on its or other websites and via social media.

b) Vision, Mission, Goals, Roles

What are your organization's **vision and mission for this project**? How are you positioned to support a technology entrepreneurship ecosystem and lead this project work? What are the program **goals**? Describe the **roles** you currently play in the innovation ecosystem, and how those roles enable you to achieve those goals. How are you positioned to support a technology entrepreneurship ecosystem? Will other organizations be involved in this work and if so, what roles and responsibilities will they have? Please include any funded partners' organizational type, formal relationship, and Unique Entity Identifier (UEI) number (Ex: 501(c)(3) non-profit, subrecipient, UEI: ABC12345) Describe how the proposed programming leverages and builds upon regional assets, and uses data to support claims.

2) Ecosystem Resources and Assets

Describe the project's **location** and **region**, including its **primary service area**, the communities or regions served (e.g., assets, financial and business resources, workforce, and infrastructure), stakeholders leveraged, and the region's assets and opportunities. The location and region should directly correspond to Questions 14 and 16 of the SF-424. If the applicant expects impacts beyond the noted region, the applicant should note the region of expected impact.

3) Proposed Solution

a) Problems and Solutions

What problems is your project trying to solve? What solutions are being proposed to further innovation ecosystem development and support commercialization? To what extent do the solutions align with any of EDA's investment priorities?[16] To what extent does existing evidence suggest that the proposed actions will address the problems you are trying to solve? Describe in detail how the solutions align with specific regional opportunities or tackle structural challenges. Explain how achievable the solution is. For example, has the idea already been piloted in the area? Do you have examples of where this or similar solutions have been implemented before? If the solution is completely new, what research has been done that leads you to believe the outcomes are achievable?

b) Affected Groups

Describe the specific communities and groups that the solution will serve and affect, and explain the rationale for how participants are targeted. Provide an estimate of how many people, organizations, and communities will be affected by the project either directly or indirectly, and indicate to what extent, if any, you expect the solution to serve and benefit historically underserved populations and increase the diversity, equity, inclusion, and accessibility of your regional innovation economy.

c) Region-Opportunity Alignment

Why is this opportunity ripe for the region? Identify the factors through data that contribute to the region's innovation and job creation strengths and challenges (e.g., ecosystem resources, emerging sectors, R&D systems and infrastructure, other regional assets). How will the lead applicant leverage available regional

[16] U.S. Econ. Dev. Admin., Investment Priorities, https://www.eda.gov/funding/investment-priorities.

resources to support ecosystem efforts? What technology area(s) will your project focus on? How do the area(s) align with the NSF-identified key technology focus areas?[17]

4) Partnerships

Describe any former, current, or future partnerships or working relationships with public and private entities at the national, State, regional, and local level that will be working on this project. Provide a brief description of each entity and specific detail on the roles and responsibilities of these collaborators including effectiveness of past collaboration efforts.

5) Outcomes

What are the anticipated goals you hope to achieve (i.e., outcomes) and what outputs do you plan to measure to assess to demonstrate progress towards those outcomes? Anticipated outcomes should be specific, measurable, attainable, relevant and timebound (SMART), and the application should indicate why and how these outcomes were selected, including existing evidence that suggests these outcomes are appropriate. Include baseline measures that describe the current state to help you assess any potential changes.. How will your organization achieve those outcomes? Applicants selected for funding must employ a data and client management system to track their metrics in a machine-readable format; applicants should include a description of their respective systems and, if no such system exists, should include their acquisition and implementation in the project narrative and budget. Applicants should also be prepared to participate in a program evaluation activities required by EDA.

6) Program Sustainability

Provide a program sustainability plan, including anticipated challenges, potential barriers, a forecast of post-award period operations. What is the vision for this program after the grant period ends? Explicitly indicate how you plan to continue and evolve operations after you have spent all Build to Scale grant funds, including any existing long-term funding commitments.

7) Scope of Work (1 page)

Applicants must submit no more than one (1) page as the scope of work for the project. This document should outline all activities that will be conducted under this program and a timeline to support its implementation. The scope of work should include work performed by the applicant, any subrecipient(s), any co-applicant(s), and any unfunded project partner(s), and should outline roles and responsibilities. The scope of work should align with and support claims made in the project narrative and the budget narrative. EDA may incorporate this section into any award if selected for funding.

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[17] 42 U.S.C. § 19107 lists the initial set of key technology focus areas:
(1) Artificial intelligence, machine learning, autonomy, and related advances;
(2) High performance computing, semiconductors, and advanced computer hardware and software;
(3) Quantum information science and technology;
(4) Robotics, automation, and advanced manufacturing;
(5) Natural and anthropogenic disaster prevention or mitigation;
(6) Advanced communications technology and immersive technology;
(7) Biotechnology, medical technology, genomics, and synthetic biology;
(8) Data storage, data management, distributed ledger technologies, and cybersecurity, including biometrics;
(9) Advanced energy and industrial efficiency technologies, such as batteries and advanced nuclear technologies, including but not limited to for the purposes of electric generation (consistent with 42 U.S.C. § 1874); and
(10) Advanced materials science, including composites 2D materials, other next-generation materials, and related manufacturing technologies.

b. Budget Narrative & Staffing Plan

Applicants must provide a clear budget narrative that identifies and justifies each budget line item (including both the federal share and matching non-federal share) and the narrative total should match the total project costs listed in both the SF-424, Question 18, Line g ("TOTAL") and the appropriate totals fields of the SF-424A. **The budget narrative should include an itemized list of the matching share sources, the total match contribution per each matching share source, and whether the match is cash or in-kind.** The budget narrative should include itemized valuations of any in-kind matching funds (which, for personnel costs, should be supported by the staffing plan). Applicants may use the optional budget and staffing template available at https://www.eda.gov/funding/programs/build-to-scale to supplement the budget narrative. Each line item in the budget narrative should clearly indicate

- the budget category (from the SF-424A) to which the line item corresponds;
- a description of the intended use of funds for each line item; and
- if any matching share is allocated to a given line item, a citation to the one or more commitment letters that documents each relevant matching organization's commitment to provide the matching share of the given line item.

Recipients generally must expend non-federal share, whether in cash or in-kind, at the same general rate as the federal share. However, if the applicant's budget narrative proposes otherwise (e.g., if the project's implementation depends on a higher proportion of federal share expenditure upfront), the applicant must clearly explain why project implementation requires different expenditure rates.

As part of the budget narrative, applicants also must submit a staffing plan that lists key positions that would be charged to the federal and non-federal portions of the budget for each year of the period of performance. The staffing plan must include position titles, maximum annual salaries, percentage of time dedicated to the project, and the total amount of annual salaries that would be charged to the project. The total amount of annual salaries that would be charged to the project must be consistent with the amount reflected on the "Personnel" budget line item on the Form SF-424A for each project year.

c. Matching Share Commitment Letters

Applicants must submit commitment letters or equivalent documents for **all matching funds** (whether cash or in-kind) from **all sources** (i.e., applicant, subrecipients, and any other third-party sources of matching funds) that are **SIGNED BY AN AUTHORIZED REPRESENTATIVE** of the contributing organization. (Authorized Representatives must have the authority to execute documents and to obligate and expend funds on behalf of their respective organizations.)

Each matching share commitment letter (whether from the applicant or a third party) must:

1. state whether the contribution is cash or in-kind;
2. if in-kind, provide a valuation and description for in-kind contributions;
3. state whether the contribution is from a non-federal source or from a federal source that is explicitly authorized by statute to be used as matching share; and
4. state that, **at the time of award**, the matching share
    a. is **committed** to the project,
    b. will be **available** as needed, and
    c. is **neither conditioned nor encumbered** in any way that would preclude its use consistent with the requirements of EDA investment assistance.

A provider of matching share, whether cash or in-kind contributions, may not serve as a contractor under the award for which it provides matching share. Match documentation should include a quantitative valuation and note whether the contribution is cash or in-kind. Funds from other federal financial assistance awards can serve as matching share funds **only** if authorized by statute, which may be determined by EDA's reasonable interpretation of the statute.

In-kind contributions may be used for the required matching share and must consist of contributions directly related to the proposed project, such as services, equipment, or space. An in-kind contribution is a non-monetary contribution. Goods or services offered free or at less than (discounted) the usual charge can be considered an in-kind contribution and still require a signed letter of commitment. EDA will fairly evaluate all in-kind contributions, which must be eligible project costs and which must meet applicable federal cost principles and uniform administrative requirements. As with other match sources, a commitment letter is required for both applicant-provided and third-party sources of in-kind match, as provided in section C.3 . This letter should include details on what the in-kind contribution will consist of and a valuation (ex: 40 hours of consulting time at $100 hourly rate for a total in-kind contribution of $4,000 across the period of performance). As noted above, contractors receiving EDA funding under this grant cannot provide in-kind (or cash) match.

Please note that all project funds—both federal funds and matching funds—are subject to the funding restrictions set forth in section D.7 (p.21). Additionally, recipients generally must expend non-federal share, whether in cash or in-kind, at the same general rate as the federal share. However, if the applicant's budget narrative proposes otherwise (e.g., if the project's implementation depends on a higher proportion of federal share expenditure upfront), the applicant must clearly explain in the budget narrative why project implementation requires different expenditure rates.

Entities submitting applications to more than one competition (ex: one to Venture Challenge, one to Capital Challenge) must submit separate matching share documentation for each application. EDA may request additional documentation to substantiate that the matching funds meet these requirements.

d. State/Local Government Support

Applicants that are a non-public entity (e.g., non-profits, private institutions of higher education) must submit one or more resolutions or letters that demonstrate that the application is supported by one or more States or political subdivisions of States (e.g., counties, municipalities) that encompass all or a substantial portion of the communities served by this project. Letters should be signed by executives from the State or political subdivision of the State. Examples of authorities who may indicate such support include State and local executive branch officials (e.g., State governors, State cabinet members, mayors, city managers, city finance directors, county executives, or other municipal executives) and State and local legislators (e.g., State legislators, city councilpersons).

Support from Federal officials, including but not limited to members of the United States Congress, does not meet this requirement. Other examples of support letters that do NOT meet this requirement include letters from non-profits, chambers of commerce, public universities, etc.

If an applicant or co-applicant is a State, an Indian tribe, a city or other political subdivision of a State, or an institution of higher education that is 100% publicly controlled, this requirement does not apply.

iv. Forms and Supporting Documentation

a. *Forms*

Applications **must** include the following documents, either per applicant or co-applicant or per application, as noted:

Form	Description	Number
SF-424	Application for Federal Assistance	One per applicant
SF-424A	Budget Information—Non-Construction Programs	One per application
CD-511	Certification Regarding Lobbying	One per applicant
SF-LLL	Disclosure of Lobbying Activities	One per applicant

b. *Supporting Documentation*

Applications must include the following documentation, as applicable, depending on a given project's primary service area and the type and history of each applicant organization.

Documentation	Number
SPOC Compliance (if applicable)	For each participating State in primary service area
Organizational Documentation (if applicable)	For each applicant, depending on entity type
ICR Documentation (if applicable)	For each applicant
Project Service Area and FIPS Codes	One per application

1) SPOC Compliance

If the proposed project is covering a service area in a State that has adopted a process under Executive Order (EO) 12372, "Intergovernmental Review of Federal Programs," the applicant must give State and local governments a reasonable opportunity to review and comment on the proposed project, including review and comment from area-wide planning organizations in metropolitan areas. Applicants with a project service area that is within a participating State(s) **must** submit documentation demonstrating compliance with that State's or those States' processes. To ensure compliance, applicants should reach out to their State's Single Points of Contact (SPOC) to understand that State's specific processes. *See* section D.6 "Intergovernmental Review" of this NOFO for further detail. EDA strongly encourages applicants to contact SPOCs early in the application period to determine the relevant State's or States' processes. [18] Based on the applicant's State, EDA requires the following documentation:

State does not participate	No documentation required—check SF-424 box 19(c).
State participates; this grant program not subject to review	Documentation (e.g., a State executive order, a signed letter from the SPOC) showing that this grant program is not subject to review—provide the documentation as an attachment and check SF-424 box 19(b).
State participates; this grant program subject to review	Documentation (e.g., a signed letter from the SPOC) with comments or indicating that this project was not selected for review, or, if the comment period has expired or comments were not received, a copy of the applicant's request for comments—provide the documentation as an attachment and check SF-424 box 19(a).

[18] EDA strongly encourages applicants with any questions about SPOC compliance (i.e., intergovernmental review) to contact the respective state's SPOC representative listed in the SPOC list as linked in section D.2.ii.) above.

2) Organizational Documentation

Each non-public applicant and co-applicant must provide documentation that supports each applicant's or co-applicant's **organizational status as an eligible entity**, depending on the type of organization:

- Nonprofit organizations must submit documentation that demonstrates their status as nonprofit organizations, including articles of incorporation, certificates of good standing, bylaws, and, if applicable, proof of tax-exempt status.
- Applicants applying as (a) institutions of higher education that are not 100% publicly controlled, (b) science or research parks, (c) Federal laboratories, (d) venture development organizations, or (e) economic development organizations[19] or similar entities must provide documentation that demonstrates their organization's status as the relevant entity type as discussed in section C.1 .
- Entities applying as public-private partnerships must submit documentation of their contractual relationship. *See* the definition of *public-private partnerships* at 13 C.F.R. § 312.3 and the discussion of documentation for public-private partnerships in footnote 8 to section C.1 (p.8) .
- States, Indian tribes, cities or other political subdivisions of States, and institutions of higher education that are 100% publicly controlled are **not required** to submit organizational documentation.

Regardless of entity type, EDA reserves the right to request documentation or additional proof of organizational status.

3) Indirect Cost Rate (ICR) Documentation

If indirect costs are included in the budget, the applicant must include documentation to support the indirect cost rate it is using (unless claiming the 10 percent de minimis indirect cost rate, discussed below). The applicant must submit a copy of its current, approved, and negotiated indirect cost rate agreement (NICRA), if it wishes to rely on the NICRA. The maximum dollar amount of allocable indirect costs for which EDA will reimburse a recipient will be the lesser of the (i) line-item amount for the federal share of indirect costs contained in the EDA approved budget for the award, or (ii) federal share of the total allocable indirect costs of the award based on either (i) the indirect cost rate approved by EDA (or applicable cognizant federal agency), provided that the cost rate is current at the time the costs were incurred and provided that the rate is approved on or before the award end date, or (ii) other acceptable documentation as indicated below.

If the applicant does not have a current or pending NICRA, it may propose indirect costs in its budget; however, the applicant must prepare and submit an allocation plan and rate proposal for approval within ninety calendar days from the award start date (unless claiming the 10 percent de minimis indirect cost rate, discussed below). See 2 C.F.R. part 200 Apps. III, IV, V, VI, VII for guidance. The allocation plan and the rate proposal shall be submitted to EDA_Indirect@ibc.doi.gov (or the applicable cognizant federal agency). The applicant should include a statement in its Budget Narrative that it does not have a current or pending NICRA and will submit an allocation plan and rate proposal to EDA or the applicant's cognizant federal agency for approval.

In accordance with 2 CFR § 200.414(f), an applicant that does not have a current negotiated or provisional NICRA, may elect to charge a de minimis rate of 10 percent of modified total direct costs (subject to the exceptions of § 200.414(f)). No documentation is required to justify the 10 percent de minimis indirect cost

[19] EDA strongly encourages applicants that may be eligible under this entity category to contact the representative listed in section G of this NOFO with any questions regarding eligibility.

rate; however, an applicant electing to charge a de minimis rate of 10 percent must include a statement in its Budget Narrative that it does not have a current negotiated (including provisional) rate and is electing to charge the de minimis rate.

If the applicant is a State or local unit of government that receives less than $35 million in direct federal funding per year it may submit any of the following:

- Negotiated indirect cost rate agreement (NICRA);
- A Certificate of Indirect Costs from the Department of the Interior (DOI) or EDA (https://www.eda.gov/grant-resources/grantee-guidance/indirect-costs/how-to);
- An acknowledgment received from EDA and a Certificate of Indirect Costs in the form prescribed at 2 C.F.R. pt. 200, app. VII; or
- A Cost Allocation Plan approved by a federal agency (note that cost allocation plans or indirect cost rates approved by State agencies are not acceptable).

4) Project Service Area and FIPS Codes

Applicants **MUST** identify their proposed primary service area(s) by county or counties. **Counties should be identified by both name and 5-digit FIPS codes.** See 2020 State, County, Minor Civil Division, and Incorporated Place FIPS Codes available at https://www.census.gov/geographies/reference-files/2020/demo/popest/2020-fips.html.

Please find an optional spreadsheet template at https://www.eda.gov/funding/programs/build-to-scale.

3. Environmental and Historic Preservation Requirements

Applications may be reviewed by EDA for compliance with the National Environmental Policy Act of 1969, as amended (NEPA), depending on the nature and specific elements of each given application. During the NEPA review process, applicants may be instructed to contact the designated State and/or Tribal Historic Preservation Officer (SHPO/THPO), provide approvals from other governmental agencies, or provide more detailed environmental information. EDA, after compliance with requirements for consultation with federally-recognized Indian tribes, may require applicants to participate in Tribal consultation, as necessary. The implementing regulations for NEPA require EDA to provide public notice of the availability of project-specific environmental documents, such as environmental impact statements, environmental assessments, findings of no significant impact, and records of decision, to the affected public.[20] For further guidance and information, please contact the representative listed in section G (p.28) of this NOFO.

4. Unique Entity Identifier and System for Award Management (SAM)

In accordance with Federal Funding Accountability and Transparency Act of 2006, applicants and co-applicants, are required to: (i) be registered in SAM before submitting an application, (ii) provide a valid unique entity identifier (UEI) in the application (UEI is also required for subrecipients), (iii) make certain certifications (see also section D.8.i (p.21) of this NOFO), and (iv) continue to maintain an active SAM registration with current information at all times during which they have an active federal award or an application or plan under consideration by a federal awarding agency. EDA may not make a federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time the EDA is ready to make an award, EDA may determine that the applicant is not qualified to receive an award and use that determination as a basis for making an award to another applicant. Recipients will be subject to reporting

[20] As specified in 40 C.F.R. § 1506.6(b).

requirements, as identified in OMB guidance published at 2 C.F.R. parts 25 and 170. See Section D.8.ii (p.21) for instructions on how to register with SAM.gov.

5. Submission Dates and Times

The deadline for the receipt of **an application** is **11:59 PM EASTERN TIME ON JULY 28, 2023**. Applications received after this deadline will not be reviewed or considered. **Applications** will only be accepted electronically through **the Economic Development Grants Experience (EDGE)** at sfgrants.eda.gov. Applicants are advised to carefully read the submission information provided in section D of this NOFO. The date and time that an application will be deemed to be electronically received will be determined in accordance with the electronic submission instructions provided through EDGE. See sections D.8.i (p.21) of this NOFO for information regarding electronic submissions. **APPLICATIONS RECEIVED AFTER THE APPLICATION DEADLINE WILL NOT BE CONSIDERED FOR FUNDING.** EDA strongly suggests that applicants submit applications substantially before the deadline.

In addition, please note the following:

- EDA will not accept any unsolicited changes, additions, revisions, or deletions to applications or supporting documents after the submission deadline.
- Throughout the review and selection process, EDA reserves the right to seek clarification from applicants whose applications are being reviewed and considered.
- Applicants may be asked to clarify objectives and work plans and modify budgets or other specifics as necessary to comply with federal requirements and provide supplemental information required by the agency before award.
- See section E.2 (p.24) of this NOFO for application review and selection information.

Applicants are strongly encouraged to start early and not to wait until near the application deadline before logging on and reviewing the instructions for submitting an application. Applicants should **SAVE AND PRINT WRITTEN PROOF** of an electronic submission.

LATE APPLICATIONS WILL NOT BE ACCEPTED for any reason, including but not limited to late submissions caused by issues with EDGE or SAM. See sections D.8.i (p. 21) and H.6 (p.30) of this NOFO for more information on electronic submissions. In situations described in this subsection, applications must have email or facsimile receipt timestamps no later than the application deadline or must be postmarked or the equivalent on or before the application deadline. **An application that is not timestamped or postmarked, as applicable, by the application deadline WILL NOT BE REVIEWED**.

6. Intergovernmental Review

If the proposed project is covering a service area in a State that has adopted a process under Executive Order (EO) 12372, "Intergovernmental Review of Federal Programs," the applicant must give State and local governments a reasonable opportunity to review and comment on the proposed project, including review and comment from area-wide planning organizations in metropolitan areas.[21] To find out more about a State's process under EO 12372, applicants may contact their State's Single Point of Contact (SPOC). Names and addresses of some States' SPOCs are listed at https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf. Question 19 of Form SF-424 allows applicants to indicate compliance with EO 12372; however, note that **applicants must supply as part of their application**

[21] As provided for in 15 C.F.R. part 13.

packages documentation that supports the answer provided to Question 19 (i.e., that demonstrates compliance). See section D.2.ii (p.11) for additional details to meet this requirement.

7. Funding Restrictions

The following activities are not allowable, and associated costs are not allowable costs, under any Build to Scale award. Such costs may not be charged to the federal share or to the matching share of a Build to Scale award.

- **Construction**: Construction activities are not allowable. For the purposes of an award made pursuant to this NOFO, construction includes any activity that disturbs the ground or modifies a structure. The purchase of equipment and equipment-related installation in a facility may be considered allowable, but only to the extent that such equipment and any related modifications are used to support another eligible activity under the award.
- **Equity Investments & Loans**: The use of funds to make equity investments or issue debt is not an allowable cost. Neither federal nor matching share funds may be invested in startups or other companies, whether through equity, debt, hybrid, or another mechanism.
- **Subsidies to Participant Firms**: Award funds may not be passed or transferred to companies (i.e., startups and individuals) being served by the applicant organization, nor may they be used to subsidize such companies' expenses that are unrelated to program activities, including general operating expenses. Neither federal nor matching share funds may be used for such costs.
- **Advertising & Marketing**: In accordance with 2 CFR 200.421(b) and (d), the costs of promotional items and memorabilia, including models, gifts, and souvenirs, as well as the costs of advertising and public relations designed to promote the applicant are not allowable. However, certain costs related specifically to recruiting participants and conducting program outreach (ex: social media ads, press releases, flyers, etc.) may be allowable.
- **Internships & Wages/Stipends**: Establishing and administering an internship or similar work experience program are not allowable activities. Stipends, wages, and other payments to interns or similar work experience program participants are not allowable costs.
- **Cloud Service Credits**: Credits to be distributed to companies (i.e., startups and individuals) being served by the applicant organization are not allowable costs and thus are not an allowable source of matching share.

Additionally, it is DOC policy that award funds may not be used to pay for management fees in excess of costs or profits, unless statutorily authorized.

8. Other Submission Requirements

i. Pre-Submission Registration

ENSURE THAT YOUR ORGANIZATION AND ANY REQUIRED INDIVIDUALS ARE REGISTERED WITH REQUIRED SYSTEMS AS SOON AS POSSIBLE. Before submitting an application under this NOFO, each applicant must register its organization with EDGE. **Applicants should note that this process can be lengthy, requires interaction with multiple other organizations (e.g., SAM.gov), and requires confirmation at each step. Applicant organizations that have not previously completed any of the above steps may require three to four weeks to accomplish these tasks due to system processing requirements.** EDA **STRONGLY ENCOURAGES** prospective applicants to begin the pre-submission process as early as possible in the application period.

For more information about

- **how to register your organization with SAM.gov** (or **how to renew your organization's registration**), visit SAM.gov's Getting Started with Registration page;
- **how to check an organization's current SAM.gov registration status**, visit SAM.gov's Check Entity Registration Status page; and
- **how to create an EDGE account**, visit https://sfgrants.eda.gov.

The hyperlinks (i.e., the URLs) to these resources are up-to-date as of the date of publication of this NOFO, but please note that EDA does not control all these systems, and the URLs may change without notice. If you encounter problems or questions that are not answered by the pages linked above, please visit the respective system's entry page (e.g., SAM.gov) and navigate to its respective "Help," "Support," or similar section.

9. EDGE System Issues

If you experience a systems issue with EDGE (i.e., a technical problem or glitch with the webpage) that you believe threatens your ability to complete a submission before a deadline, please (i) print any error message received; (ii) email the help desk at GrantHDSupport@eda.gov; and (iii) contact EDA at oie@eda.gov. Please be sure to track your issue using a case number given to you by the help desk regarding their communications with EDGE. Please note that problems with an applicant's computer system or equipment are not considered systems issues. Similarly, an applicant's failure to, e.g., (i) complete the required registration, (ii) ensure that a registered Authorized Representative submits the application, or (iii) failure to receive a notice receipt of an email message from EDGE are **not** considered systems issues. An EDGE issue is an issue occurring in connection with the operations of the website itself, such as the temporary loss of service due to unexpected volume of traffic or failure of information technology systems, both of which are highly unlikely. In the event of a confirmed systems issue, EDA reserves the right to accept an application in an alternate format.

Applicants should go to sfgrants.eda.gov and click on the Resources page for assistance in navigating EDGE and for a list of useful resources.

E. APPLICATION REVIEW INFORMATION

Throughout the review and selection process, EDA, at its sole discretion, may seek clarification, including but not limited to written clarifications and corrected or missing documents, from applicants whose applications are being reviewed and considered and require that applicants provide such clarifications or corrections to continue to be considered for an award under this NOFO. EDA will provide applicants a reasonable amount of time to provide any additional documentation. An applicant's failure to provide complete and accurate supporting documentation in a timely manner when requested by EDA may result in the removal of that application from consideration.

1. Evaluation Criteria

Applications to all competitions under this NOFO will be reviewed against the following criteria. Merit Reviewers will respond to prompts for each criterion by indicating the extent to which they agree with the statement as it applies to an application, from "strongly disagree" (1 point) to "strongly agree" (5 points):

1	2	3	4	5
Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree

Applications from each competition will be scored competitively against applications received for that same competition using the following common criteria. Criteria will be weighted as noted below:

Summary of Criteria
Leveraging Ecosystem Resources and Assets – 15%
Proposed Solution and Implementation – 30%
Capacity and Feasibility – 15%
Likelihood of Growing Innovation Economies – 20%
Continued Effects – 5%
Equity – 15%

i. Leveraging Ecosystem Resources and Assets (15%)

Under this criterion, consider whether the regional service area is clearly defined, and the proposed programming leverages and builds upon regional assets and provides data to support claims. The applicant should have defined the role of potential partner entities and how they will effectively leverage ecosystem resources (may include former, current, or future partnerships/working relationships with federal, State, regional, and/or local entities that the application highlights, including any details on past collaboration efforts) **To what extent do you agree that the region's assets and needs are clearly defined, explained, and aligned with the proposed project?**

ii. Proposed Solution and Implementation (30%)

Under this criterion, consider whether the proposed solution is clearly stated and aligned with community or region's needs. Consider whether the proposed solution(s) will effectively address the challenges this regional ecosystem is facing in its efforts to support TBED strategies and innovation. Project goals and milestones should be specific, measurable, attainable, relevant, and time-bound (SMART) and, if achieved, would advance the innovation ecosystem and be achievable as outlined in the Scope of Work. **To what extent do you agree that the proposed solution is achievable, and meets the regional ecosystem needs?**

iii. Capacity and Feasibility (15%)

Under this criterion, consider the Budget Narrative and staffing plan proposed in the application and whether the operations and management capacities and experiences of the applicant organization(s) and team demonstrate the ability and/or prior experience, to execute the proposed project successfully. **To what extent do you agree that the application clearly identifies the financial, human, and programmatic resources that will support the successful execution of this proposed project and that the applicant organization and team have the operations and management capacities to execute the proposed project successfully?**

iv. Likelihood of Growing Innovation Economies (20%)

Under this criterion, consider whether, if successful, the project will meet Build to Scale program goals and if the solution will advance TBED strategies in the regional economy. **To what extent do you agree that the submission will accelerate regional innovation economies?**

Build to Scale program goals include:

- build public and private capacity for entrepreneurs and innovators to invent, improve, and bring to market new products and services in critical, emerging, and transformative sectors and industries;
- expand regional knowledge ecosystems to realize economic and job growth;
- accelerate the growth of regional economies that are focused on industries of the future;
- catalyze regional leadership through TBED strategies;
- empower communities to provide proof-of-concept and commercialization assistance to technology innovators and entrepreneurs; and
- equitably and inclusively increase access to capital for technology-enabled entrepreneurs.

v. Continued Effects (5%)

Under this criterion, consider the likelihood that the investment will continue to deliver effects. If the project fills an ongoing need within the ecosystem, how will the applicant deliver these services after the term of the grant? If the project fills a temporary need, how will the services evolve to continue to provide impact, and how will the applicant identify and deliver these evolved services after the term of the grant? **To what extent do you agree that the proposed project will continue to increase the ecosystem's ability to enable technology entrepreneurs to start and grow after the grant period?**

vi. Equity (15%)

Consider the extent to which the project benefits are shared across all affected communities. Plans should address and mitigate systemic barriers to ensure full participation of these communities and stakeholders from target populations. Plans should show a commitment to equity and diversity, and applicants should demonstrate prior concrete successes related to equity and diversity. The application should include relevant evidence of support from and partnerships with entities that represent underserved communities, businesses, and workers. Successful applicants will align budgets, coalition leadership, and governance to their equity and diversity priorities. EDA strongly encourages efforts to include Historically Black Colleges and Universities, Tribal Colleges and Universities, or Minority-Serving Institutions, in addition to historically underserved populations, such as women, Black, Latino, and Indigenous and Native American persons, Asian Americans, Pacific Islanders, and areas, other groups facing barriers such as persons with disabilities, individuals in recovery, individuals with past criminal records including justice-impacted, veterans and military spouses; and any underserved communities within geographies that have been systemically and/or systematically denied a full opportunity to participate in economic prosperity, such as Tribal Lands, Persistent Poverty Counties, and rural areas with demonstrated, historical underservice. **To what extent do you agree that the proposed project benefits are shared across all affected communities, and stakeholders from target populations in an equitable way?**

2. Review and Selection Process

i. Review for Eligibility and Completeness (Technical Review)

EDA staff will conduct an eligibility and technical completeness review (the "Technical Review") of all applications received by the application deadline. Applications received from ineligible entities will not be considered for funding. Applications that do not contain all forms and required documentation listed in section of this NOFO may be deemed non-responsive and excluded from further consideration. EDA expects all applications to complete and include all required forms and documentation. However, EDA, in its sole discretion, may determine that an omission is curable and therefore may continue its consideration of the application despite the deficiency. Technical Review will be conducted separately for each application for each competition.

ii. Merit Review

Merit Reviewers will evaluate applications against the evaluation criteria in section E.1 (p.22) of this NOFO. Each application will be reviewed by at least three Merit Reviewers. Merit Reviewers may include, but are not limited to, DOC and EDA personnel and other federal and non-federal subject matter experts. EDA, in its sole discretion, may use a statistical technique to normalize, aggregate, and group Merit Reviewers' quantitative evaluations (i.e., scores) and may consider qualitative Merit Reviewer evaluation information. For each competition, the most highly ranked applications will be recommended to the Grants Officer as the applications that merit consideration for EDA funding.

iii. Grants Officer Decision

The most highly ranked applications under this NOFO will be forwarded to the Grants Officer, which EDA anticipates will be the Director of OIE. The Grants Officer has been delegated the authority to make the final decision on whether to fund an application and may select a project for funding that differs from the most highly ranked applications based on any of the following Selection Factors or use these Selection Factors to break a tie for applications that are otherwise considered substantially equal in merit:

1. the extent to which the application meets the overall objectives of section 27 of the Stevenson-Wydler Technology Innovation Act of 1980;
2. the extent to which the selection of the application, alone or in the context of other applications, supports EDA's compliance with appropriations law requirements and report language guidance;
3. the ability of a project to start quickly, realistically achieve project goals, and catalyze additional resources;
4. the comparative financial or management capability of the applicant;
5. the applicant's performance under previous federal financial assistance awards, including whether the grantee submitted required performance reports and data;
6. for previous grantees, the extent to which the application builds upon and creates synergies with previously funded work;
7. for applicants to all competitions under this NOFO, the extent to which the proposal leverages dollars across the multiple programs to make their overall approach stronger;
8. the extent to which the application leverages complementary public or private sector programs or policies, including but not limited to those operated or managed by the Federal Government;
9. the availability of program funding;
10. the extent to which the project supports EDA's goals of balance in distribution of program funds within the overall portfolio of EDA's awards granted under the Stevenson-Wydler Technology Innovation Act of 1980, including geographic balance (including but not limited to geographic diversity among urban and rural States and diversity among regions of the United States), project type balance (including but not limited to diversity among Build, Scale, and Ignite awards under the Venture Challenge and among Form and Deploy awards under the Capital Challenge), sectoral focus balance (including but not limited to advanced wood products; advanced manufacturing; artificial intelligence; bioscience; commercial space; energy; marine energy; nanotechnology; telecommunications, including broadband; etc.), and organizational type balance (including but not limited to organization size and stage of development);
11. the extent to which the project incorporates innovative strategies or untested models and may build evidence for new approaches;
12. the extent to which any budget flaws or legal issues in the application may impact an applicant's ability to execute the project or achieve the desired impacts; and

13. the extent to which the project demonstrates support from and involvement with regional stakeholders, e.g., private, public, and non-profit entities, civil rights- and equity-focused organizations, community-based organizations, civil society and consumer-focused groups, unions and worker organizations, workforce boards, economic development organizations, schools, community colleges, neighborhood and housing associations, and the communities that stand to benefit.

The final decision of the Grants Officer must be consistent with this NOFO and applicable law. **There is no appeal process for denied applications.**

iv. Due Diligence

If an application is selected, the applicant still may have to complete certain due diligence requirements. EDA may request that the applicant submit additional documents and information to allow EDA to fully evaluate compliance with applicable rules and regulations. If the applicant provides the requested information and supporting documentation in a timely fashion and EDA determines that the project is fully compliant with applicable rules and regulations, the application may be forwarded to the Grants Officer for a final decision and award approval. Applicants that do not provide the additional information and supporting documentation in a timely fashion or that are deemed to be not in compliance with applicable rules and regulations will receive notification that their application was not successful.

3. Awards in Excess of the Simplified Acquisition Threshold

Before making a federal award with a total amount of federal share greater than the simplified acquisition threshold (currently $250,000 but periodically adjusted), EDA is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM.gov (formerly FAPIIS). *See* 41 U.S.C. § 2313.

Each applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a federal awarding agency previously entered and is currently in the designated integrity and performance system accessible through SAM. EDA will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

F. FEDERAL AWARD ADMINISTRATION INFORMATION

1. Federal Award Notices

Under this NOFO, EDA expects to notify applicants of its decision in writing **approximately 90-120 days after the application deadline**. If an application is selected for funding, the EDA Grants Officer will issue a signed grant award (Notice of Award), which is the authorizing financial assistance award document and includes the DOC Financial Assistance Standard Terms and Conditions and Specific Award Conditions as described in section F.2 (p.27).

By accepting the Notice of Award, the applicant agrees to comply with all award provisions. EDA will provide the Notice of Award to the applicant's Authorized Representative through EDGE. The applicant's Authorized Representative must review and accept the Notice of Award without modification within 30 calendar days of the date of receipt. **Failure to the Notice of Award during this timeframe may be considered grounds for appropriate enforcement action pursuant to 2 C.F.R. § 200.339 ("Remedies for noncompliance"), INCLUDING AWARD TERMINATION.**

If an applicant is awarded funding, neither DOC nor EDA is under any obligation to provide any additional future funding in connection with that award or to make any future awards. Amendment or renewal of an award to increase funding or to extend the period of performance is at the discretion of DOC and EDA.

EDA will provide written notice to all applicants informing them whether their application was selected for funding. EDA will retain unsuccessful applications in accordance with EDA's record retention schedule.

2. Administrative and National Policy Requirements

Recipients of an EDA award will be bound by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as set forth in 2 C.F.R. part 200.

For all projects, DOC will apply the DOC ST&Cs applicable on the date of the award. The DOC ST&Cs may be accessed at the following website: https://www.commerce.gov/oam/policy/financial-assistance-policy.

Recipients of DOC financial assistance are obligated to comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against people with disabilities, in Federally assisted programs or activities.

DOC will apply the Pre-Award Notification Requirements for Grants and Cooperative Agreements effective December 26, 2014, 79 Fed. Reg. 78,390. The Pre-Award Notice may be accessed at http://www.gpo.gov/fdsys/pkg/FR-2014-12-30/pdf/2014-30297.pdf.

3. Reporting

i. Financial, Performance, and Reports

All recipients are required to submit progress reports and financial status reports generally no less than semi-annually, in accordance with the terms and conditions of the grant award. In addition, all recipients will be required to track and submit performance data on EDA-sponsored outputs and resulting outcomes, semi-annually and annually, respectively. All reports must be submitted in electronic format as specified in the terms of the award. As part of its administration of the Build to Scale program, EDA may conduct program evaluations. If so, EDA may share performance data with evaluators, and recipients of grants under this program may need to furnish additional data to evaluators, including but not limited to EDA staff and outside parties contracted by EDA. EDA may also, for research purposes linked to improving economic outcomes, choose to share data with other federal partners, including but not limited to statistical agencies.

ii. Federal Funding Accountability and Transparency Act of 2006

The Federal Funding Accountability and Transparency Act of 2006 includes a requirement for awardees of applicable federal grants to report information about first-tier subawards and executive compensation under federal assistance awards issued in FY 2011 or later. All awardees of applicable grants and cooperative agreements are required to report to the Federal Subaward Reporting System (FSRS) available at www.fsrs.gov on all sub-awards over $30,000. Please see the OMB guidance published at 2 C.F.R. part 170.

iii. Performance Reporting, including Government Performance and Results Act

EDA will require additional data on activities, outputs, and outcomes of the funded investment, in part to fulfill the requirements of the Government Performance and Results Act (GPRA).

Award recipients must submit Outputs Questionnaires (Form ED-916) to EDA on a semi-annual basis during the period of performance or as otherwise directed by EDA. The first Outputs Questionnaire must be submitted to EDA six months after the date the period of performance starts. The Outputs Questionnaire must be submitted to EDA every six months thereafter through the end of the Period Performance, or any portion thereof if applicable, or as otherwise directed by EDA.

Award recipients must submit Outcomes Questionnaires (Form ED-917) to EDA on an annual basis for a total of five years after the date the period of performance starts. The first Outcomes Questionnaire must be submitted to EDA one year after the date the period of performance starts. The Outcomes Questionnaire must be submitted to EDA at the end of every year thereafter for a total of five years, or as otherwise directed by EDA.

For more information, please refer to https://www.eda.gov/performance/.

iv. Requirements for Recipients with More Than $10 Million in Federal-wide Funding

As required by appendix XII to 2 C.F.R. part 200, a recipient with more than $10 million in federal-wide funding must maintain the currency of information reported to SAM that is made available in the designated integrity and performance system about civil, criminal, or administrative proceedings.

G. FEDERAL AWARDING AGENCY CONTACT(S)

For questions concerning this NOFO or for more information about EDA programs, you may contact your respective EDA Economic Development Representative (EDR). Up to date EDR contact information is available at https://eda.gov/contact/. If you are unable to connect with your designated EDR, contact the Office of Innovation & Entrepreneurship via email (preferred) at oie@eda.gov or via phone at (202) 482-8001.

H. OTHER INFORMATION

1. Right to Use Information

The applicant acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by applicants, may be used by the Department of Commerce in conducting reviews and evaluations of its financial assistance programs. For this purpose, applicant information and data may be accessed, reviewed, and evaluated by Department of Commerce employees, other federal employees, and also by federal agents and contractors, and/or by non-federal personnel, all of whom enter into appropriate conflict of interest and confidentiality agreements covering the use of such information. As may be provided in the terms and conditions of a specific financial assistance award, applicants are expected to support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with Department of Commerce and external program evaluators. In accordance with 2 C.F.R. § 200.303I, applicants are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained in connection with a Department of Commerce financial assistance award.

2. Disclosure of Information

For the purposes of achieving rigorous program evaluations, all applications (including those that are not selected for funding) may be shared with EDA staff, outside parties contracted by EDA for the purposes of evaluation, and other federal agencies.

3. Freedom of Information Act Disclosure

EDA may publish any applications it receives, including any supporting documentation, on its website or through other means.

In addition, Department of Commerce regulations implementing the Freedom of Information Act (FOIA), 5 U.S.C. § 552, are found at 15 C.F.R. part 4, Public Information. These regulations set forth rules for the Department regarding making requested materials, information, and records publicly available under the FOIA. Applications submitted in response to this Notice of Funding Opportunity may be subject to requests for release under the Act. In the event that an application contains information or data that the applicant deems to be confidential commercial information that should be exempt from disclosure under FOIA, that information should be identified, bracketed, and marked as Privileged, Confidential, Commercial, or Financial Information. In accordance with 15 CFR § 4.9, the Department of Commerce will protect from disclosure confidential business information contained in financial assistance applications and other documentation provided by applicants to the extent permitted by law.

4. Past Performance and Non-Compliance with Award Provisions

Unsatisfactory performance under prior federal awards may result in an application not being considered for funding. Failure to comply with any or all of the provisions of an award may have a negative impact on future funding by DOC (or any of its operating units) and may be considered grounds for any or all of the following actions: (1) establishing an account receivable; (2) withholding payments to the recipient under any DOC award(s); (3) changing the method of payment from advance to reimbursement only; (4) imposing other specific award conditions; (5) suspending any active DOC award(s); and (6) terminating any active DOC award(s).

5. EDA's Non-Relocation Policy

Applicants are advised that, should an application be selected for award, the recipient will be required to adhere to a specific award condition relating to EDA's non-relocation policy as follows:

In signing this award of financial assistance, Recipient(s) attests that EDA funding is not intended by the Recipient to assist its efforts to induce the relocation of existing jobs within the U.S. that are located outside of its jurisdiction to within its jurisdiction in competition with other U.S. jurisdictions for those same jobs. If EDA determines that its assistance was used for those purposes, EDA retains the right to pursue appropriate enforcement action in accord with the Standard Terms and Conditions of the Award, including suspension of disbursements and termination of the award for convenience or cause, which may include the establishment of a debt requiring the Recipient to reimburse EDA.

For purposes of ensuring that EDA assistance will not be used merely to transfer jobs from one location in the United States to another, each applicant must inform EDA of all employers that constitute primary beneficiaries of the project assisted by EDA. EDA will consider an employer to be a "primary beneficiary" if: (i) the employer is specifically named in the application as benefitting from the project, and the applicant estimates that the employer will create or save 100 or more permanent jobs as a result of the investment assistance (if the jobs in question were originally located in a smaller community, EDA may extend this policy to the relocation of 50 or more jobs); or (ii) the employer is or will be located in an EDA-assisted building, port, facility, or industrial, commercial, or business park constructed or improved in whole or in part with investment assistance prior to EDA's final disbursement of funds.

6. NOFO Changes Communicated on Grants.gov

EDA may make changes or additions to this NOFO. All changes will be communicated on Grants.gov. It is recommended that applicants set up a Grants.gov account and subscribe to this funding opportunity ("EDA-HDQ-OIE-2023-B2S") in order to be notified of any updates or changes. DOC or EDA may cancel, modify, or withdraw this NOFO at any time. EDA is not obligated to make any federal award or commitment as a result of this announcement.

7. Audit Requirements

Single or program-specific audits shall be performed in accordance with the requirements contained in the OMB Uniform Guidance (*see* 2 C.F.R. part 200, Subpart F, "Audit Requirements"). The OMB Uniform Guidance requires any non-federal entity (e.g., nonprofit organizations, including nonprofit institutions of higher education and hospitals; States; local governments; and Indian Tribes) that expends federal awards of $750,000 or more in the recipient's fiscal year to conduct a single or program-specific audit in accordance with the requirements set out in the OMB Uniform Guidance. Applicants are reminded that EDA or the DOC's Office of Inspector General also may conduct an audit of an award at any time.

8. Office of Inspector General Rights and Responsibilities

The DOC Office of Inspector General (OIG) seeks to improve the efficiency and effectiveness of the Department's programs, including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department activities, including grants, cooperative agreements, loans, and contracts.

i. Disclosures

Recipients of financial assistance originating from the U.S. Department of Commerce, including EDA, shall timely disclose, in writing, to the OIG and awarding agency, whenever, in connection with the award, performance, or closeout of this grant or sub-award thereunder, the recipient has credible evidence that a principal, employee, agent, or sub-recipient has committed (i) a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or (ii) a violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733).

ii. Reporting

The OIG maintains a hotline to receive allegations of fraud, waste, or abuse. To report such allegations, please visit https://www.oig.doc.gov/Pages/Hotline.aspx. Upon request, the OIG will take appropriate measures to protect the identity of any individual who reports misconduct, as authorized by the Inspector General Act of 1978, as amended. Reports to the OIG may also be made anonymously.

iii. Whistleblower Protection

Recipients, sub-recipients, and employees working on this grant award will be subject to the whistleblower rights and remedies established under 41 U.S.C. § 4712.

An employee of a recipient or sub-recipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of: gross mismanagement of a federal contract or award; a gross waste of federal funds; an abuse of authority (i.e., an arbitrary and capricious exercise of authority that is inconsistent with the mission of EDA or the U.S. Department of Commerce or the successful performance of a contract or grant awarded by EDA or the Department) relating to a federal contract or award; a substantial and specific danger to public health or safety; or a violation of a law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

A recipient or sub-recipient shall inform its employees and contractors, in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described above and at https://www.oig.doc.gov/Pages/Whistleblower-Protection-Program.aspx.

9. Certifications Required by Annual Appropriations Acts for Corporations and for Awards over $5 Million

As discussed in section D.4 (p.19), all applicants are required to be registered in SAM before applying under this NOFO. SAM requires registering entities to certify compliance with all limitations imposed by annual appropriation acts. For corporations, this certification includes that the corporation:

a. Was not convicted of a felony criminal violation under a Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; and/or
b. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

For financial assistance awards in excess of $5 million, this certification includes that the entity:

c. To the best of its knowledge and belief, has filed all Federal tax returns required during the three years preceding the certification;
d. Has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and/or
e. Has not been notified, more than 90 days prior to certification, of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

APPENDIX A EXAMPLE OUTPUT AND OUTCOME MEASURES AND REPORTING

Applications for all competitions under this NOFO will be assessed on their approaches to implementing stated goals including activities, outputs, and outcomes. See, e.g., section D.2.i (p.11**Error! Bookmark not defined.**) and section E.1 (p.22). Applicants are encouraged to consider a broad range of relevant output and outcome measures in developing their proposed scope of work, and to ensure that the outputs and outcomes identified align to the project scope of work.

As noted in section F.3.iii (p.27), all grantees will be required to report using the following:

- ED-916 Semi-Annual Program Outputs Questionnaire for EDA Grantees: https://www.eda.gov/sites/default/files/filebase/archives/2021/files/performance/gpra/ED-916-Semi-annual-Program-Outputs-Questionnaire.pdf
- ED-917 Annual Capacity Outcomes Questionnaire for EDA Grantees serving clients: (https://www.eda.gov/sites/default/files/filebase/archives/2021/files/performance/gpra/ED-917-Annual-Outcomes-Questionnaire-with-clients.pdf

APPENDIX B OPTIONAL CHECKLIST-STYLE GUIDE FOR REQUIRED DOCUMENTS FOR APPLICATION

1. PUBLIC ENTITIES: For States, Indian Tribes, Cities, Other Political Subdivisions of States, and Institutions of Higher Education That Are 100% Publicly Controlled

The following checklist table is meant to assist applicants that are States, Indian tribes, cities, other political subdivisions of States, and Institutions of Higher Education that are 100% publicly controlled (including consortia of one or more of these types of entities). As set forth in section D.2 (p.11) of this NOFO, all documents are required for a complete application.

Note that this list **DOES NOT APPLY** to nonprofit organizations, institutions of higher education that are not 100% publicly controlled, public-private partnerships, science or research parks, Federal laboratories, venture development organizations, or economic development or similar organizations. For these organizations, see Appendix B2 of this NOFO.

Document Checklist for State, Indian Tribe, City, and Other Political State Subdivision Applicants/Co-Applicants		
Document	**Title/Description/Reference**	**Checklist**
Project Narrative	*See* section D.2.i	*One per Application*
Budget Narrative and Staffing Plan	*See* section D.2.i	*One per Application*
Matching Share Commitment Letters	*See* section D.2.i	*One per match source*
Form SF-424	Application for Federal Assistance	*One per Applicant or Co-applicant (not needed for subrecipients)*
Form SF-424A	Budget Information-Non-Construction Programs	*One per Application*
Form CD-511	Certification Regarding Lobbying (if applicable)	*One per Applicant or Co-applicant (not needed for subrecipients)*
Form SF-LLL	Disclosure of Lobbying Activities	*If applicable, one per Applicant or Co-applicant (not needed for subrecipients)*
SPOC/EO 12372 Compliance Documentation	*See* section D.2.ii and https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf (if applicable)	*If applicable, one per State served*
ICR Agreement	*See* section D.2.ii18 (if applicable)	*One per Applicant*
Project Area and FIPS Codes	See sectionD.2.ii. Add as an attachment to the SF-424.	*One per Application*

2. **NON-PUBLIC ENTITIES: For Nonprofit Organizations, Institutions of Higher Education That Are Not 100% Publicly Controlled, Public-Private Partnerships, Science or Research Parks, Federal Laboratories, Venture Development Organizations, Economic Development or Similar Organizations**

The following checklist table is meant to assist applicants that are nonprofit organizations, institutions of higher education that are not 100% publicly controlled, public-private partnerships, science or research parks, Federal laboratories, venture development organizations, or economic development or similar organizations (as well as consortia that include one or more of these types of entities). As set forth in section D.2 (p.1111) of this NOFO, all documents are required for a complete application.

Document Checklist for Nonprofit Organization, Institution of Higher Education, Public-Private Partnership, Science or Research Park, Federal Laboratory, Venture Development Organization, and Economic Development or Similar Organization Applicants/Co-Applicants		
Document	**Title/Description/Requirements**	**Checklist**
Project Narrative	*See* section D.2.i	*One per Application*
Budget Narrative and Staffing Plan	*See* section D.2.i 15	*One per Application*
Matching Share Commitment Letters	*See* section D.2.i 15	*One per match source*
State/Local Government Support	*See* section D.2.i	*One per Application*
Form SF-424	Application for Federal Assistance	*One per Applicant or Co-applicant (not needed for subrecipients)*
Form SF-424A	Budget Information-Non-Construction Programs	*One per Application*
Form CD-511	Certification Regarding Lobbying (if applicable)	*One per Applicant or Co-applicant (not needed for subrecipients)*
Form SF-LLL	Disclosure of Lobbying Activities	*If applicable, one per Applicant or Co-applicant (not needed for subrecipients)*
SPOC/EO 12372 Compliance Documentation	*See* section D.2.ii and https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf (if applicable)	*If applicable, one per State in the project's service area*
Organizational Documentation	E.g., certificates of good standing, articles of incorporation, bylaws, establishing authorities; *see* section D.2.ii (if applicable)	*If applicable, per Applicant Or Co-applicant (not needed for subrecipients)*
Public Private Partnership Documentation	If applicable, documentation defining the public private partnership which contains details of the agreement, including roles and responsibilities, and is signed by all parties. See 13. C.F.R. § 312.5 and the discussion of documentation for public-private partnerships in footnote 8 to section C.1. Please note, Public Private Partnerships must also provide all documentation required for Co-applicants.	*One per Application*
Indirect Cost Rate (ICR) Agreement	*See* section D.2.ii	*One per Applicant*
Project Area and FIPS Codes	See section D.2.ii. Add as an attachment to the SF-424.	*One per Application*

MEMORANDUM

ITEM 9.6.

DATE: July 3, 2023

TO: Honorable Mayor and Council Members

FROM: Kim Juran, Administrative Services Director

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT 2021-270-2 WITH SACRAMENTO COUNTY DISTRICT ATTORNEY'S OFFICE IN AN AMOUNT NOT TO EXCEED $155,439 FOR COMMUNITY PROSECUTION PROGRAM SERVICES THROUGH JUNE 30, 2024**

RECOMMENDATION

Adopt the Resolution

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute the second amendment to the City's MOU with the Sacramento County District Attorney's Office in an amount not to exceed $155,439 for Community Prosecution Program Services through June 30, 2024.

BACKGROUND

The City has contracted with the Sacramento County District Attorney's Office since 2008 to work collaboratively with the Rancho Cordova Police Department, Neighborhood Services, and other local agencies to reduce the number of major nuisance properties, reduce crime, and other quality of life issues. As part of this agreement, a full-time Community Prosecutor is shared between the City and the Sacramento County Sheriff's East Division and is assigned to work out of the Rancho Cordova Police Department office. The assigned Community Prosecutor works with members of the City team and community to craft solutions and help solve the most significant and pressing problems facing the City including, but not limited to, chronic nuisance offenders, theft, trespassing, and other quality of life violations.

The attached amendment to the City's MOU with the Sacramento County District Attorney's Office extends the term of service through June 30, 2024. The City pays 50% of the cost of the assigned Community Prosecutor, totaling $155,439 for Fiscal Year 2023-24.

FISCAL IMPACT AND FUNDING SOURCE

The Fiscal Year 2023-24 Adopted Budget includes $155,439 in the City's General Fund for the continuation of this program.

ATTACHMENT(S)

1. Resolution
2. 2nd Amendment to MOU Between District Attorney and Rancho Cordova

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2021-2702 WITH THE SACRAMENTO COUNTY DISTRICT ATTORNEY'S OFFICE IN AN AMOUNT NOT TO EXCEED $155,439 FOR COMMUNITY PROSECUTION PROGRAM SERVICES THROUGH JUNE 30, 2024

WHEREAS, the Sacramento County District Attorney's Office ("District Attorney") operates a Community Prosecution Program to solve problems, ensure public safety, and enhance the quality of life; and

WHEREAS, District Attorney Community Prosecution Program focuses on targeted areas and involves a long-term proactive partnership between prosecutors, law enforcement, the community and public and private organizations; and

WHEREAS, the City of Rancho Cordova ("Rancho Cordova") desires to obtain said Community Prosecution Program services for the improvement of Rancho Cordova; and

WHEREAS, District Attorney and Rancho Cordova have previously entered into a MOU on July 1, 2021, to provide reimbursement for services for Community Prosecution Program; and

WHEREAS, District Attorney and Rancho Cordova desire to formally amend said MOU to modify the term and reimbursement amount for services by the Community Prosecution Program.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the City Manager to execute Contract No. 2021-2702 with the Sacramento District Attorney's Office in an amount not to exceed $155,439 for Community Prosecution Services through June 30, 2024.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of July 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

____
Linda Budge, Mayor

Stacy Leitner, CMC
City Clerk

SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN SACRAMENTO COUNTY DISTRICT ATTORNEY'S OFFICE AND CITY OF RANCHO CORDOVA FOR COMMUNITY PROSECUTION PROGRAM SERVICES

THIS SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 1st day of July, 2023 by and between the City of Rancho Cordova, California, a California municipal corporation, hereinafter called "RANCHO CORDOVA," and the County of Sacramento, California, District Attorney's Office hereinafter called "DISTRICT ATTORNEY."

WHEREAS, DISTRICT ATTORNEY and RANCHO CORDOVA have previously entered into a MOU on July 1, 2021 to provide reimbursement for services provided by DISTRICT ATTORNEY for Community Prosecution Program activities for RANCHO CORDOVA; and

WHEREAS, DISTRICT ATTORNEY and RANCHO CORDOVA desire to formally amend said MOU to modify the term and reimbursement amount for services by the Community Prosecution Program for RANCHO CORDOVA.

NOW, THEREFORE, the MOU is amended as follows:

A. <u>Term</u>

The term of the MOU shall be amended to extend for the twelve-month period of July 1, 2023 through June 30, 2024.

B. <u>Reimbursement Rate</u>

The reimbursement rate shall be $155,439 providing for 50% of a full time Community Prosecutor salary, benefits, vehicle, and fuel costs from July 1, 2023 through June 30, 2024.

C. <u>Reaffirmation</u>

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

IN WITNESS WHEREOF, this SECOND AMENDMENT to the MOU has been executed by and on behalf of the parties here, the day and year first above written.

DocuSigned by: Thien Ho CFBE0E7DF15C4AD...	
THIEN HO	MICAH RUNNER
District Attorney	City Manager
Sacramento County District Attorney's Office	City of Rancho Cordova

MEMORANDUM

ITEM 12.1.

DATE: July 3, 2023

TO: Honorable Mayor and Council Members

FROM: Maria Kniestedt, Communications and Public Affairs Director
Micah Runner, City Manager

SUBJECT: **CELEBRATION OF THE CITY OF RANCHO CORDOVA'S 20TH ANNIVERSARY**

RECOMMENDATION

Provide 20th anniversary update, video, and special presentations.

RESULT OF RECOMMENDED ACTION

Celebrate the City of Rancho Cordova's 20 years of cityhood.

BACKGROUND

Rancho Cordova officially became a city on July 1, 2003. The road to incorporation was a 40-year effort paved with leadership, grit, and determination.

Cityhood for Rancho Cordova was a citizen-driven, grassroots effort to shape local destiny, and it started with a million dreams for what a new city could be.

The City's first incorporation drive occurred in 1960-61, but it did not go far. In 1978, an incorporation committee formed. Civic leaders started with a million dreams to improve quality of life, increase representation of local government, provide greater control over community decisions, and provide an increased level of service.

These leaders commissioned a study which found that such a city would be financially viable. But later that year, California voters passed Proposition 13, which completely changed the way in which government is funded in California, and the cityhood drive was put on hold. A Sphere of Influence was adopted, and other signature drives were attempted, but nothing was successful.

Litigation and a U.S. Supreme Court decision allowed Citrus Heights to put cityhood on the ballot in 1996, and it passed. The Rancho Cordova Incorporation Committee was inspired to re-form. A well-organized and focused petition drive, signature-gathering, and fundraising campaign resulted in the required number of signatures with a 97% accuracy rate. The committee negotiated an incorporation deal and revenue neutrality with Sacramento County.

In November 2002, cityhood was on the ballot and passed with 78% of voters approving it, an unprecedented number in California. The City of Rancho Cordova officially became an independent city on July 1, 2003, with hundreds of people attending a grand celebration at the historic Mills Station.

Over the last 20 years, the City has grown from leasing its first office on White Rock Road at Gold Canal Drive to seven locations, including a beautiful City Hall, Neighborhood Services Center, Police Station, Corporation Yard, Youth Center, historic cemetery, and arts and culture center. Rancho Cordova has experienced 47% growth to over 81,000 residents and is a safe community and family friendly place to call home.

Now, twenty years later, we celebrate all that the City has become and all that the future holds with “20 Years, A Million Dreams” events and commemorations between June 30 and July 4, 2023, as well as an exhibit at the MACC from June 15 to July 1, 2023.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact.

ATTACHMENT(S)

None