

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING Monday, December 2, 2024

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

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

How to Observe or Listen to the Meeting:

- Online via Zoom: <https://cityofranchocordova.zoom.us/j/81630466928>
Webinar ID: 816 3046 6928
- By phone: +1 669 900 6833 or +1 253 215 8782
Webinar ID: 816 3046 6928

Public Comment

Members of the public who wish to address the City Council may do so in person during the meeting by completing and submitting a Speaker Card to the City Clerk.

Members of the public who wish to provide public comment via email will need to submit comments to CityClerk@cityofranchocordova.org no later than 2:00 p.m. on Monday, December 2, 2024. 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.

If you have questions related to the City Council Meeting, please contact the City Clerk's Office at (916) 851-8720 before Monday, December 2, 2024, at 2:00 p.m.

AGENDA

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

David Sander

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

Walter Little with St. John Vianney Catholic Church will give the invocation.

5. PRESENTATIONS

- 5.1. Presentation of Proclamation to Steve Harriman on the Occasion of His Retirement.
- 5.2. Introduction of Lt. James McFarland, Assistant Police Chief and Recognition of Outgoing Assistant Police Chief Nick Goncalves by Rancho Cordova Police Chief Matthew Tamayo.
- 5.3. Presentation on the Utility Art Box Project.

6. PUBLIC COMMENT

Members of the public wishing to address the Council for any matter not on the agenda may do so at this time by completing and submitting a Speaker Card to the City Clerk.

For items on the agenda, speakers will be called 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

- 8.1. Update on Mail Theft of United States Postal Service (USPS) Mail.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of November 18, 2024.
Recommendation: Adopt the minutes.
- 9.2. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-259 with the County of Sacramento in an Amount not to Exceed \$326,000 for Landscape Services, Management, and Operations of Public Frontages in the Mather Commerce Area.
Recommendation: Adopt the Resolution.
- 9.3. **Subject:** A Resolution Approving the Final Map of Rio Del Oro Lot 67C, Subdivision No. FM-2019-004-04, and Authorizing the Execution of the Subdivision Improvement Agreement Contract No. 2024-242.

Recommendation: Adopt the Resolution.

- 9.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-256 in an Amount not to Exceed \$2,046,930.86 with Dutch Contracting Inc. to Construct the ARPA Streetlights and Traffic Calming Project.

Recommendation: Adopt the Resolution.

- 9.5. **Subject:** A Resolution Authorizing the Continued Use of Military Equipment for Law Enforcement.

Recommendation: Adopt the Resolution.

- 9.6. **Subject:** A Resolution Authorizing the City Manager to Execute an American Rescue Plan Act Subaward Agreement with Mercy Housing California for \$5,000,000 for the Mather Veterans Village Phase 4 Project.

Recommendation: Adopt the Resolution.

- 9.7. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-267 in an Amount Not to Exceed \$237,760 with Raney Planning & Management, Inc. for the Legado Specific Plan Environmental Impact Report.

Recommendation: Adopt the Resolution.

- 9.8. **Subject:** A Resolution Authorizing the City Manager to Approve a Purchase in an Amount not to Exceed \$399,039 with Miles Treaster and Associates for Office Furniture for Suite 230 at Rancho Cordova City Hall.

Recommendation: Adopt the Resolution.

- 9.9. **Subject:** A Resolution of the City Council of the City of Rancho Cordova Approving the Sixth Amendment to the First Restated Agreement for Legal Services Between the City and Meyers Nave.

Recommendation: Adopt the Resolution.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 10.1. **Subject:** A Resolution of the City Council of the City of Rancho Cordova, Vacating a Portion of Right-of-Way at 10447 Folsom Boulevard for Woodberry Way and Reserving a Public Access Easement for The Crossings at Woodberry.

Recommendation: Adopt the Resolution.

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

- 12.1. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-268 with Flock Group, Inc. in an Amount not to Exceed \$1,142,515 for Automated License Plate Reader Technology.

Recommendation: Adopt the Resolution.

- 12.2. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-269 in an Amount Not to Exceed \$2,777,937 with the Rancho Cordova Area Chamber of Commerce for Business Retention Services.

Recommendation: Adopt the Resolution.

- 12.3. **Subject:** A Resolution Approving an Incentive Payment for 2024 Performance and a Salary Increase for Micah Runner for Service as City Manager, and Adjusting the Full Time Employee Salary Schedule for the Position of City Manager.

Recommendation: Receive oral report summarizing the proposed changes to the City Manager's pay and benefits and adopt the Resolution.

- 12.4. **Subject:** Appointment of Real Property Negotiators: Micah Runner, City Manager and Adam U. Lindgren, City Attorney. Property Address: a Portion of the Property at 3601 Grant Line Road, Assessor's Parcel Number (APN): 073-0010-012.

Recommendation: Approve appointment of Real Property Negotiators.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURN TO CLOSED SESSION

Mayor Sander will adjourn the meeting to closed session.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

16. CLOSED SESSION ITEM

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

- 16.1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: A Portion of the Property at 3601 Grant Line Road, Assessor's Parcel Number (APN): 073-0010-012, City Negotiators: Micah Runner, City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: Reinheimer. Under Negotiation: Price and Terms of Payment.

17. OPEN SESSION - REPORT FROM CLOSED SESSION

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

18. ADJOURNMENT

ADDITIONAL INFORMATION

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

Unless the Council adopts a motion to extend the meeting, any item that is not initiated before 11:00 p.m. will be continued to the next day at 5:30 p.m. or scheduled on the next regular meeting agenda of the Council.

Public documents related to items on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the time the documents are distributed to the Council. Documents are available for inspection at the City Clerk's office located in Rancho Cordova City Hall.

The agenda items are accessible on the City's website at www.cityofranchocordova.org on Thursdays or Fridays prior to the Regular City Council Meeting.

UPCOMING MEETINGS

December 16, 2024	5:30 PM Regular Meeting
January 6, 2025	4:00 PM Special Meeting/5:30 PM Regular Meeting
January 21, 2025	5:30 PM Regular Meeting
January 28, 2025	9:00 AM Special Meeting/Work Session

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

The Rancho Cordova City Council meeting will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast and Direct TV 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 December 2, 2024, Regular Meeting of the Rancho Cordova City Council was posted and available for review on November 27, 2024, at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed November 27, 2024, at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, November 18, 2024

4:00 PM PST – Special Meeting/Closed Session

5:30 PM PST – Regular Meeting

David B. Roberts Council Chambers

City Hall

2729 Prospect Park Drive

Rancho Cordova, CA 95670

Hilton Garden Inn Secaucus/Meadowlands - Lobby

875 Route 3, East Service Road

Secaucus, NJ 07094

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Vice Mayor Pulipati called the Special Meeting to order in the David B. Roberts Council Chambers at 4:04 p.m.

Council Members Present: Linda Budge, Garrett Gatewood, Donald Terry, and Vice Mayor Pulipati

Council Members Absent: Mayor David Sander

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

2. PUBLIC COMMENT

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

3. ADJOURN TO CLOSED SESSION

Vice Mayor Pulipati adjourned the meeting to closed session at 4:06 p.m.

4. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Vice Mayor Pulipati called closed session to order at 4:06 p.m.

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, November 18, 2024

ATTACHMENT 1

Council Members Present: Linda Budge, Garrett Gatewood, Donald Terry, and Vice Mayor Pulipati

Council Members Absent: Mayor David Sander

Staff Members Present: Adam Lindgren and Micah Runner

5. CLOSED SESSION

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

- 5.1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION: City Manager: Pursuant to Government Code Section 54957(b)(1).
- 5.2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION: City Attorney: Pursuant to Government Code Section 54957(b)(1).

6. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that closed session would be reconvened at the end of the Regular meeting.

7. ADJOURNMENT TO REGULAR MEETING

Vice Mayor Pulipati adjourned closed session to the regular meeting at 5:35 p.m.

8. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

Council Members Present: Linda Budge, Garrett Gatewood, Siri Pulipati, Donald Terry, and Mayor David Sander (joined at 6:25 p.m.)

Council Members Absent: None

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

9. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

10. PLEDGE OF ALLEGIANCE

Matt Ceccato led the pledge.

11. INVOCATION

Mark Shetler with River City Christian Church gave the invocation.

12. PRESENTATIONS

- 12.1. Presentation of the Visit Rancho Cordova Annual Report by Marc Sapoznik, President & CEO, Visit Rancho Cordova.
- 12.2. Recognition of Council Member Donald Terry.

Vice Mayor Pulipati asked if there were comments from the public. The following individuals commented on this item:

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, November 18, 2024

ATTACHMENT 1

1. Diann Rogers

Vice Mayor Pulipati closed the public comment period.

- 12.3. Mayor David Sander's Birthday on November 25, 2024.

13. PUBLIC COMMENT

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

1. Rebecca Light
2. Samantha Stringer
3. Siddharth
4. Shatakashi
5. Sri Vadlamuri
6. Michael Dack
7. Aida Selmic
8. Christina Cherif
9. Sarah Williams
10. Haroon Rasheed
11. Michelle Winslett James
12. Fauziya Faruk
13. Samantha Stringer
14. Evan Martinez Jones
15. Joaquin Javier
16. Natalia Lara
17. The Rancho Cordova Ceasefire Team

Vice Mayor Pulipati closed the public comment period.

14. COUNCIL REPORTS

Council reported on events since the last meeting.

15. CITY MANAGER'S REPORT

City Manager Micah Runner gave his report.

16. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

Item 16.7 was pulled for separate discussion.

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

ACTION: Motion to approve items 16.1 through 16.6 and item 16.8 by Terry second by Budge;
Motion passed with a 5:0 vote.

- 16.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of November 4, 2024.
Recommendation: Adopt the minutes.
- 16.2. **Subject:** A Resolution of the City Council of the City of Rancho Cordova, Approving the Final Map for Sunridge Park III, Subdivision No. FM-24-0045, and Authorizing the Execution of Subdivision Improvement Agreement Contract No. 2024-253.
Recommendation: Adopt the Resolution.

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, November 18, 2024

ATTACHMENT 1

- 16.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-251 with Kimley-Horn & Associates, Inc. in an Amount not to Exceed \$342,203 for Professional Engineering Services on the Lincoln Village Traffic Calming Project.
Recommendation: Adopt the Resolution.
- 16.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-248 with Kittelson & Associates, Inc., in an Amount not to Exceed \$115,253 for Professional Engineering Services on the Anatolia Drive Traffic Calming Project.
Recommendation: Adopt the Resolution.
- 16.5. **Subject:** A Resolution of Intention of the City Council of the City of Rancho Cordova to Annex Project Sunrise (Amazon Project) to the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) and Designate a Time and Place to Hear Protests in Connection with the Annexation.
Recommendation: Adopt the Resolution of Intention to annex Project Sunrise (Amazon Project) to Community Facilities District (CFD) No. 2008-1 (Street Lighting and Road Maintenance).
- 16.6. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2021-299-06 to Increase the Contract by \$65,350 to an Amount not to Exceed \$509,118 with Wood Rodgers, Inc. for Engineering Design and Right of Way Acquisition Support Services for the White Rock Road Phase 3 - 0.5 Mile East of Rancho Cordova Parkway to the City Limits Project, CP22-2228.
Recommendation: Adopt the Resolution.
- 16.7. **Subject:** A Resolution Authorizing the City Manager to Procure Microsoft 365 G5 Licenses, Utilizing the County of Riverside Agreement, in an Amount not to Exceed \$288,702 Annually for the Next Three Years.

Recommendation: Adopt the Resolution.

Vice Mayor Pulipati 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

Vice Mayor Pulipati closed the public comment period.

ACTION: Motion to approve item 16.7 by Terry second by Budge;
Motion passed with a 5:0 vote.

- 16.8. **Subject:** A Resolution Authorizing the City Manager to Execute the Fourth Amendment to Contract No. 2021-272 with BPR Consulting Group, LLC to Update the Billing Rates.
Recommendation: Adopt the Resolution.

17. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

None.

18. PUBLIC HEARING ITEMS

None.

19. REGULAR CALENDAR ITEMS

- 19.1. **Subject:** Measure R and Measure H/Community Enhancement & Investment Fund

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, November 18, 2024

ATTACHMENT 1

Citizen Oversight Board Appointments.

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

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

1. Isabella Tang
2. Jason Williams

Vice Mayor Pulipati closed the public comment period.

ACTION: Motion to appoint Vraj Thakkar and Isabella Tang as student members of the Community Enhancement & Investment Fund Citizen Oversight Board by Terry second by Budge;
Motion passed with a 5:0 vote.

ACTION: Motion to appoint Jason Williams and Houa Vang to the Community Enhancement & Investment Fund Citizen Oversight Board by Gatewood second by Pulipati;
Motion passed with a 4:0 vote.

AYES: Budge, Gatewood, Pulipati, and Sander

NOES: None

ABSENT: None

ABSTAIN: Terry

- 19.2. **Subject:** A Resolution Approving the Three-Year Economic Development Strategic Plan.

Recommendation: Receive the Presentation and Adopt the Resolution.

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

ACTION: Motion to approve item 19.2 by Budge second by Sander;
Motion passed with a 5:0 vote.

- 19.3. **Subject:** A Resolution for the 180-day Wait Period Exception for Hiring Elizabeth Sparkman as a Temporary Extra-Help Employee Under Government Code Sections 7522.56 and 21224.

Recommendation: Adopt the Resolution.

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

1. James Garcia
2. Helen Whelan-Bashaw

Vice Mayor Pulipati closed the public comment period.

ACTION: Motion to approve item 19.3 with corrections to the Resolution by Terry second by Budge;
Motion passed with a 5:0 vote.

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, November 18, 2024

ATTACHMENT 1

20. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None.

21. RECONVENE SPECIAL MEETING/CLOSED SESSION

Vice Mayor Pulipati reconvened the Special meeting/closed session at 8:34 p.m.

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

Council Members Absent: None

Staff Members Present: Adam Lindgren and Micah Runner

22. OPEN SESSION - REPORT FROM SPECIAL MEETING/CLOSED SESSION

City Attorney Adam Lindgren reported that the City Council conducted the City Manager's performance evaluation. The Council reports that the City Manager's performance has been innovative and elevating.

City Manager Micah Runner reported that the City Council reports that the City Attorney's performance has been innovative and impactful.

23. ADJOURNMENT TO CLOSED SESSION

Vice Mayor Pulipati adjourned the meeting to closed session.

24. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Vice Mayor Pulipati called closed session to order at 8:35 p.m.

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

Council Members Absent: None

Staff Members Present: Adam Lindgren and Micah Runner

25. CLOSED SESSION

Council met in closed session to discuss the following items:

25.1. CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6. Agency Designated Representatives: Mayor David Sander and City Attorney Adam U. Lindgren; Unrepresented Employee: City Manager.

25.2. CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6. Agency Designated Representatives: Mayor David Sander and City Manager Micah Runner; Unrepresented Employee: City Attorney.

26. 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.

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, November 18, 2024

ATTACHMENT 1

27. ADJOURNMENT

Vice Mayor Pulipati adjourned the meeting at 8:46 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 9.2.

DATE: December 2, 2024
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-259 WITH THE COUNTY OF SACRAMENTO IN AN AMOUNT NOT TO EXCEED \$326,000 FOR LANDSCAPE SERVICES, MANAGEMENT, AND OPERATIONS OF PUBLIC FRONTAGES IN THE MATHER COMMERCE AREA**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2024-259 with the County of Sacramento in an amount not to exceed \$326,000 for landscape maintenance and operations services of public frontages in the Mather Commerce Area.

BACKGROUND

The County has historically managed tree, vegetation, and landscape maintenance within the Mather Commerce Area, covering areas within both City and County boundaries. The City and County agree that a transition of maintenance responsibilities for areas within city limits is necessary. These areas are identified in Exhibit A of Contract No. 2024-259. Following negotiations, the County has agreed to continue landscape maintenance services until December 31, 2025. During this time, City staff will develop a Request for Proposals to assume full control starting January 1, 2026. The City will reimburse the County for services rendered throughout this one-year transition period.

Staff recommends adopting the Resolution to authorize the City Manager to execute Contract No. 2024-259 with the County of Sacramento for landscape services, management, and operations of public frontages in the Mather Commerce Area, in an amount not to exceed \$326,000. This agreement reflects a collaborative approach to landscape management, with a structured plan to transfer responsibilities to the City on January 1, 2026.

FISCAL IMPACT AND FUNDING SOURCE

The contract would be funded by Measure A and Public Works Operating Funds and would have no impact on the City's General Fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2024-259

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-259 WITH THE COUNTY OF SACRAMENTO IN AN AMOUNT NOT TO EXCEED \$326,000 FOR LANDSCAPE SERVICES, MANAGEMENT, AND OPERATIONS OF PUBLIC FRONTAGES IN THE MATHER COMMERCE AREA

WHEREAS, the County has historically managed tree, vegetation, and landscape maintenance within the Mather Commerce Area, covering areas within both City and County boundaries; and

WHEREAS, the County will continue to provide landscape maintenance services, management, and operations of areas within the City until December 31, 2025; and

WHEREAS, the City will reimburse the County for services rendered; and

WHEREAS, adoption of this Resolution will allow the City Manager to execute a one-year contract with the County of Sacramento in an amount not to exceed \$326,000; and

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

WHEREAS, the contract will be funded by Measure A and Public Works Operating Funds and has no impact on the City's General Fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2024-259 with the County of Sacramento in an amount not to exceed \$326,000 in a form approved by the City Attorney for landscape services, management, and operations of public frontage in the Mather Commerce Area.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd of December 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

County of Sacramento Contract No. _____
City of Rancho Cordova Contract No. 2024-259

**AGREEMENT FOR LANDSCAPE SERVICES, MANAGEMENT, AND OPERATIONS
OF MATHER COMMERCE AREAS BETWEEN THE COUNTY OF SACRAMENTO
AND THE CITY OF RANCHO CORDOVA**

This Agreement for Maintenance of Mather Commerce Landscape Areas (Maintenance Area) within the City of Rancho Cordova ("Agreement") is made and entered into on January 1, 2025, by and between the County of Sacramento, a political subdivision of the State of California ("COUNTY"), and the City of Rancho Cordova, a municipal corporation organized and existing under the laws of the State of California ("CITY").

RECITALS

- A. COUNTY and CITY desire to enter into this Agreement to outline a transition plan for landscape services, management, and operations in the Mather Commerce Area that are within the boundaries of the CITY.
- B. CITY will reimburse COUNTY for services rendered during the transition period of January 1, 2025, to December 31, 2025.
- C. This Agreement, at the end of the term, will transfer landscape services, management, and operations from one agency to the other.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereafter set forth, the COUNTY and CITY hereby agree as follows:

1. **INCORPORATION OF BACKGROUND**

The forgoing recitals are true and correct and are hereby incorporated by reference.

- A. **COUNTY** shall be responsible for landscape maintenance, as further described in Sections 2 through 5 of this Agreement, of the Maintenance Area pursuant to Exhibit A until December 31, 2025.
- B. **COUNTY** shall allow the CITY to transfer utility accounts ownership of the Maintenance Area as soon as October 1, 2025 and prior to termination as outlined in Section 14.
- C. **COUNTY** shall submit invoices to CITY in the manner pursuant to Section 10.

County of Sacramento Contract No. _____
City of Rancho Cordova Contract No. 2024-259

- D. **CITY** shall compensate or reimburse **COUNTY** for maintenance and operations work performed on the Maintenance Area during the term of this Agreement.
- E. **CITY** shall have full ownership, control and supervision of landscape services, management, and operations within the Maintenance Area beginning January 1, 2026.

2. **TREE, VEGETATION AND LANDSCAPE MAINTENANCE**

COUNTY will be responsible to provide tree and landscape maintenance per the existing landscape maintenance county contract MA00043709 or similar.

All work performed by the **COUNTY** shall meet the intent of the Tree Pruning Guidelines of the Official Publication of the International Society of Arboriculture.

3. **CONTRACT LANDSCAPE**

COUNTY will be responsible to provide contract landscape services.

The landscaped area shall be fully maintained consistent with the landscape as designed and the irrigation system shall remain functional as designed, or as the design has been altered over the course of the project's inception. Any degradation of the facility shall be repaired and corrected in a timely manner, excluding the landscape accent lighting due to degradation of the facilities.

4. **HAZARDOUS MATERIALS RESPONSE**

Each jurisdiction shall be responsible for providing hazardous materials response and abatement ("HMRA") for shared facilities as assigned to that jurisdiction under this Agreement. The assigned jurisdiction shall be responsible for all costs associated with HMRA. The assigned jurisdiction shall perform HMRA of each incident in its entirety in accordance with all applicable laws and regulations.

The assigned jurisdiction shall advise the other jurisdiction as soon as practicable of any detours, road closures, severe traffic congestion, or excavations that may affect the other agency as a result of HMRA activities.

In the event that a hazardous materials incident occurs within the boundaries of one jurisdiction and flows, drifts, wafts, or blows into the boundary of the other jurisdiction, the first responding jurisdiction is hereby granted permission to perform hazardous materials abatement however far is necessary to abate the emergency. The County and City will work cooperatively in the event of hazardous materials incident that crosses boundary lines or when directed by a hazardous materials scene commander.

County of Sacramento Contract No. _____
City of Rancho Cordova Contract No. 2024-259

5. **EMERGENCY AND AFTER-HOURS RESPONSES**

- A. COUNTY is responsible for providing emergency and after-hours responses on areas specified in Exhibits A limited to services pursuant to the landscape maintenance contract specifications, both during work hours and after work hours.
- B. The COUNTY will perform emergency maintenance as it deems necessary to correct the problem or render the scene safe until proper maintenance can be performed.
- C. Either agency will advise the other jurisdiction as soon as practical of any detours, road closures, severe traffic congestion, or excavations that may affect the other agency as a result of emergency response activities.

6. **ADVANCE COOPERATION, MEDIA ALERT AND PUBLIC NOTIFICATIONS**

COUNTY is responsible for notifying CITY, consistent with Section 26 below, at least ten (10) business days in advance of any scheduled maintenance, and cooperatively working out a traffic plan to minimize traffic delays, severe traffic congestion, detours, and road closures that may be caused as a result of any such work.

7. **GENERAL SERVICE PLANS AND AS-BUILT PLANS**

COUNTY will share general service plans and as-built plans of Maintenance Area, if requested by the CITY.

COUNTY will provide as-builts and record drawings in the COUNTY's possession to the CITY on or before January 1, 2026.

8. **OWNERSHIP, CONTROL AND SUPERVISION**

- A. COUNTY shall have full ownership, control and supervision of landscape services, management, and operations within the Maintenance Area during the term of this Agreement.
- B. This Agreement, at the end of the term, will transfer ownership, control and supervision of landscape services, management, and operations within the Maintenance Area from one agency to the other.

9. **DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the agencies will attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein will preclude either agency's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

County of Sacramento Contract No. _____
City of Rancho Cordova Contract No. 2024-259

10. **INVOICE**

COUNTY will provide quarterly reports of the running cost to the CITY.

COUNTY shall submit invoices, not more than twice a year during the term of this agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. The first invoice will be submitted no later than July 31, 2025, and the final invoice no later than February 1, 2026.

Invoices shall contain the following information:

- The beginning and ending dates of the billing period.
- Copies of invoices paid to contractors and utility companies.

11. **PAYMENT**

CITY shall make bi-annual or yearly payments, based on invoices received, for services performed, and for authorized reimbursable costs incurred above to pay the COUNTY. The CITY shall remit payment to the COUNTY no later than 15 business days after receipt of the invoice. If the CITY disputes any items or charges on the invoice for a reasonable cause, the CITY may deduct that disputed charge from the payment but shall not delay the payment. The amount and reason for such deduction shall be documented in writing to the COUNTY no later than 10 business days from receipt of invoice. The appropriate parties shall meet no later than 10 business days after the COUNTY's receipt of disputed notice to resolve the issue and effect changes to the next billing cycle.

12. **TOTAL PAYMENT**

CITY shall guarantee payment of 72% of the total expenditure for the term of the agreement. The estimated total expenditure for the term of the agreement is \$326,000.00. In the event, expenditures rise due to service needs, unforeseen utility costs, unforeseen economic conditions or emergencies the CITY shall pay any amount of expenditures for service rendered that exceed the estimated total expenditure.

13. **TERM**

This Agreement is effective and commences as of the date first written above and shall remain in effect until January 1, 2026.

14. **TERMINATION**

Either agency may terminate this Agreement for any reason and without cause during the term thereof by providing 180 days prior written notice of such termination to the other agency.

15. **ADMINISTRATION**

The CITY's Public Works Director shall administer this Agreement on behalf of the CITY and the COUNTY's Deputy County Executive of the Community

County of Sacramento Contract No. _____
City of Rancho Cordova Contract No. 2024-259

Services Agency ("Deputy County Executive") shall administer the Agreement on behalf of COUNTY.

16. **MAINTENANCE OF RECORDS AND AUDITS**

COUNTY will maintain adequate financial records during the term of this Agreement to document its costs of providing landscape services, management, and operations pursuant to this Agreement. COUNTY will make their records available for inspection and audit by the other party upon reasonable notice. Pursuant to Government Code section 8546.7, COUNTY Records will be subject to examination and audit by the State Auditor for a period of three (3) years after final payment pursuant to this Agreement. COUNTY will retain all records relating to the performance of this Agreement for this three (3) year period, except those records pertaining to any audit then in progress, or any claims or litigation, will be retained beyond such three (3) year period until final resolution of such audit, claim or litigation.

17. **INDEMNIFICATION**

To the fullest extent permitted by law, each of the Parties shall indemnify, defend and hold harmless each of the other Parties, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the their respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors.

It is the intention of the Parties that the provisions of this indemnity be interpreted to impose on each Party responsibility for the acts and omissions of their respective governing boards, officers, directors, officials, employees, volunteers, agents or contractors. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any Claims attributable to the fault of that Party, its governing board, officers, directors, officials, employees, volunteers, agents, or contractors.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

County of Sacramento Contract No. _____
City of Rancho Cordova Contract No. 2024-259

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

18. **INSURANCE**

Each agency, at its sole cost and expense, shall carry insurance – or self-insure – its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance to cover its potential liabilities hereunder. Each agency agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

19. **GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

20. **ASSIGNMENT**

Neither party hereto shall assign, or transfer any interest in this Agreement hereunder, without the prior written consent of the other party, and no assignment shall be of any force or effect whatsoever unless and until the other party furnishes such consent in writing, signed by both parties to this Agreement.

21. **AMENDMENTS**

This Agreement may be modified or amended, or any of its provision waived, only by a subsequent written amendment executed by the COUNTY's Deputy County Executive and CITY's City Manager.

22. **CONSTRUCTION AND INTERPRETATION**

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

23. **WAIVER**

The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or other matter.

24. **SEVERABILITY**

The invalidity, illegality or unenforceability or any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal, provided

County of Sacramento Contract No. _____
City of Rancho Cordova Contract No. 2024-259

that such invalidity does not materially affect the respective rights and obligations of the parties.

25. **SUCCESSORS AND ASSIGNS**

This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, provided that the required consent has been obtained pursuant to Section 20 above.

26. **NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail or e-mail, addressed as follows:

TO COUNTY:
Attn: Division Chief M&O
Department of Transportation
4111 Branch Center Road
Sacramento, CA 95827

TO CITY:
Attn: O&M Division Manager
City of Rancho Cordova
3303 Luyung Drive
Rancho Cordova, CA 95742

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

27. **AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each agency represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

28. **DUPLICATE COUNTERPARTS**

This Agreement may be executed in counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

County of Sacramento Contract No. _____
City of Rancho Cordova Contract No. 2024-259

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day of the year first written above.

CITY OF RANCHO CORDOVA, a municipal corporation

Dated: _____

By: _____

Micah Runner, City Manager

Attest: _____

Stacy Leitner, City Clerk

REVIEWED AND APPROVED BY CITY ATTORNEY

By: _____

Adam Lindgren, City Attorney

COUNTY OF SACRAMENTO, a political subdivision of the State of California

Dated: _____

By: _____

David Defanti, Deputy County Executive

Agreement approved by the Board of Supervisors
with authority delegated to the Deputy County
Executive to sign

Agenda Date: _____

Item No: _____ Resolution No. _____

(4/5th Vote)

REVIEWED AND APPROVED BY
COUNTY COUNSEL

By: _____

Amanda McDermott, County Counsel

Exhibit A - Service Areas

 City Limits

 Streets

Proposed Landscape Maintenance Area

 Area 1

 Area 2

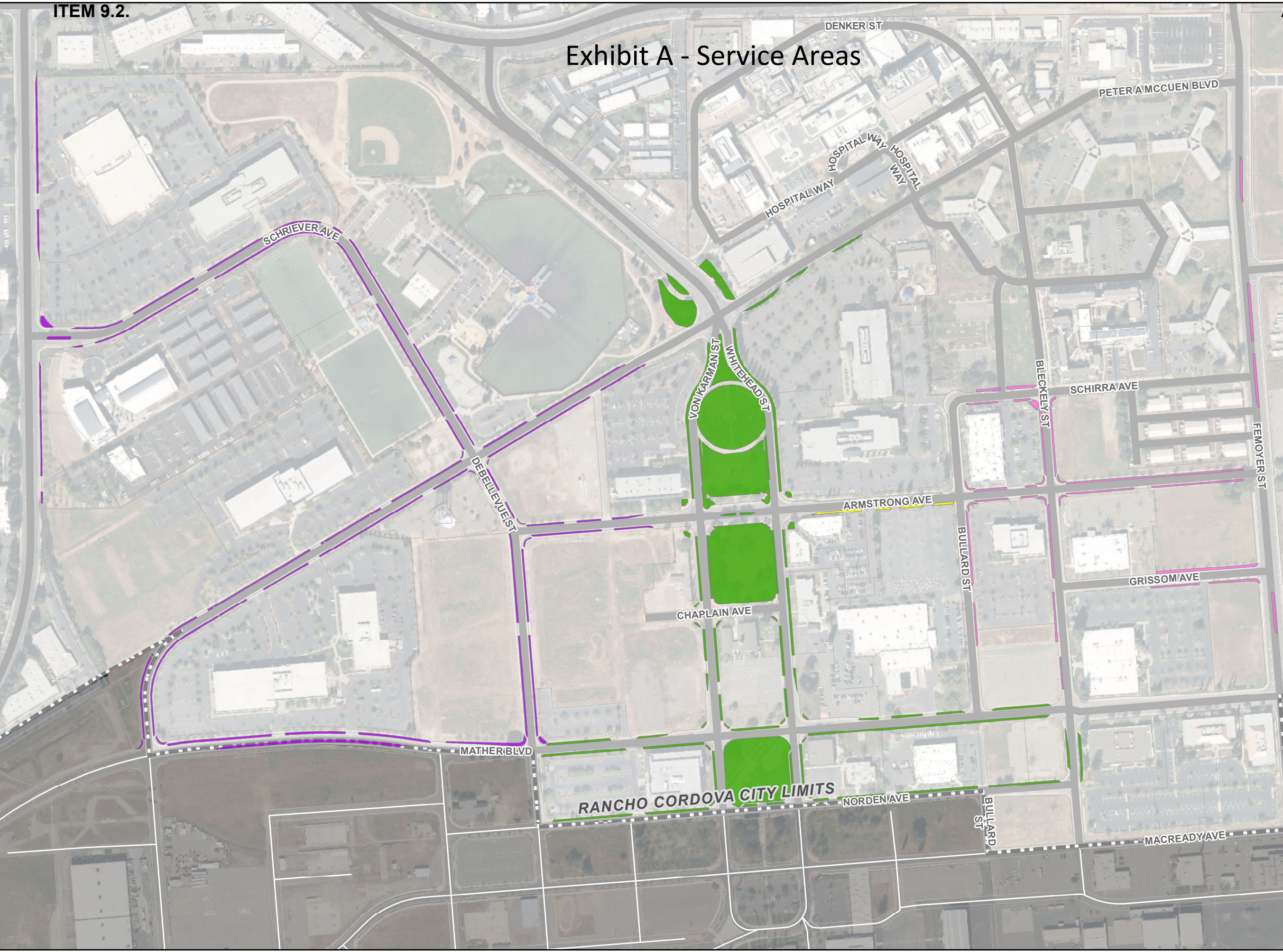
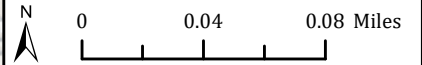
 Area 3

 Area 4

DRAFT

Notes

This map was compiled using the best available information at the time of publishing. The City of Rancho Cordova makes no warranty of the accuracy of the information contained on this map. The City of Rancho Cordova will not be held liable for any misuse or misinterpretation of the information.



MEMORANDUM



ITEM 9.3.

DATE: December 2, 2024
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Quoc Nham, Senior Civil Engineer
SUBJECT: **A RESOLUTION APPROVING THE FINAL MAP OF RIO DEL ORO LOT 67C, SUBDIVISION NO. FM-2019-004-04, AND AUTHORIZING THE EXECUTION OF THE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2024-242**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would result in the City entering into Subdivision Improvement Agreement Contract No. 2024-242 , Attachment 2, with Alta Vista LLC, guaranteeing the construction of public utilities and the recording of the Final Subdivision Map of Rio Del Oro Lot 67C, Attachment 3, creating 42 residential lots, 1 greenbelt lot, and 1 landscape lot located south of White Rock Road.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act. The City Council approved the Large Lot Map on May 17, 2021. A development agreement was entered on December 6, 2010. An amended and restated development agreement was executed on January 15, 2020. A copy of the Final Map, Attachment 3, and copy of the Vicinity Map, Attachment 4, are included with this letter.

Roads are offered for dedication with this subdivision. Alta Vista, LLC. has provided a Performance and Labor and Material Bond guaranteeing the construction of the public improvements. Wood Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Youngdahl Consulting Group, Inc., dated December 2019.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2024/2025 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the City.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2024-242
3. Final Map
4. Vicinity Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF RIO DEL ORO LOT 67C, SUBDIVISION NO. FM-2019-004-04, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT NO. 2024-242 WITH ALTA VISTA LLC.

WHEREAS, the City Council approved the Large Lot Map on May 17, 2021, per Resolution No. 2021-71; and

WHEREAS, the Map is in substantial compliance with the approved Tentative Map; and

WHEREAS, the Conditions of Approval have been complied with; and

WHEREAS, the Map complies with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act; and

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

WHEREAS, the City desires to enter into a Subdivision Improvement Agreement with the developer to ensure necessary public improvements are completed and secured with a bond.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Final Map of Rio Del Oro Lot 67C, Subdivision No. FM-2019-004-04 and does authorize the City Manager to execute Subdivision Improvement Agreement No. 2024-242 with Alta Vista, LLC, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of December 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT**RIO DEL ORO LOT 67C SUBDIVISION NO. FM 2019-004-04**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter, "Agreement") entered into this _____ day of _____, 20__, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and **Alta Vista, LLC**, an Arizona limited liability company (hereinafter "Principal").

RECITALS

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

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

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

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

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

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.
3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **Rio Del Oro Lot 67C** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.
4. **Completion of Improvements.** In consideration of such approval, Principal

ITEM 9.3.

agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova Municipal Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **24** months of the date of this Agreement.

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

6. Acceptance of Improvements. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 9 hereof. Acceptance will be postponed until such time the City determines a public purpose exists. Public Purpose is defined as existence of habitable structures within the subdivision.

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

8. Correction of Defects. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

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

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

11. Improvement Security. (a) Principal shall obtain and furnish to City an

ITEM 9.3.

improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova Municipal Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$3,001,000.00**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

12. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

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

ITEM 9.3.

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE PAGE FOLLOWING

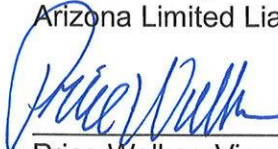
ITEM 9.3.

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

CITY OF RANCHO CORDOVA,
California Municipal Corporation

ALTA VISTA, LLC
Arizona Limited Liability Company

Micah Runner, City Manager



Price Walker, Vice President – Project Development

Date: _____

Date: 10/14/24

ATTEST:

Stacy Leitner, CMC, City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren, City Attorney

Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

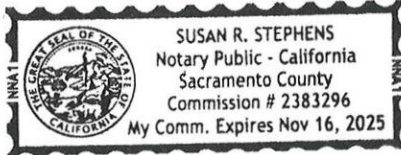
State of California)
County of Sacramento)

On October 16, 2024 before me, Susan R Stephens, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Price Walker
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Susan R Stephens
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Rio Del Oro - Lot 67C - Subdivision Improvement Agreement Document Date: October 14, 2024
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

OWNER'S STATEMENT

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

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

THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES, PUNTARENAS WAY, SARAPIQUI WAY, POCOSOL WAY, ATIRRO WAY, AND LA FORTUNA DRIVE AS SHOWN HEREON, AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

1. EASEMENT FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOT J AND THOSE STRIPS OF LAND 12.50 FEET, 25.50 FEET AND 31.00 FEET IN WIDTH LYING CONTIGUOUS TO THE PUBLIC DRIVE AND WAYS SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE).
2. EASEMENTS FOR LANDSCAPING AND ALL APPURTENANCES PERTAINING THERETO LYING ON, OVER AND ACROSS LOTS E AND J AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT" (LE). SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS.
3. RIGHT OF WAYS AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS E AND J AND THOSE STRIPS OF LAND 13.00 FEET IN WIDTH, SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (PE). THE MAINTENANCE AND REPAIR OF THE WALKWAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
4. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND 5.00 FEET IN WIDTH LYING CONTIGUOUS TO THE PUBLIC DRIVE AND WAYS SHOWN HEREON.

ALTA VISTA, LLC
AN ARIZONA LIMITED LIABILITY COMPANY

BY: *Harry C. Elliott III*

NAME: HARRY C. ELLIOTT III

TITLE: PRESIDENT

SURVEYOR'S STATEMENT

THIS FINAL MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AEROJET-GENERAL CORPORATION, IN NOVEMBER, 2019. I HEREBY STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2026 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, INCLUDING THE SIZE, SHAPE, LAYOUT AND NUMBER OF LOTS.

WOOD RODGERS, INC.

Craig E. Spiess
CRAIG E. SPIESS
P.L.S. 7944

10/22/24
DATE



NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF Sacramento) SS

ON 29th DAY OF October, 2024 BEFORE ME, Susan R. Stephens, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Harry C. Elliott III

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND: Susan R. Stephens

PRINTED NAME: Susan R. Stephens

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

MY COMMISSION EXPIRES: November 16, 2025

MY COMMISSION No.: 2383296

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF RIO DEL ORO LOT 67C AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

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

DATED: _____



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF RIO DEL ORO LOT 67C, SUBDIVISION NO. FM-2019-004-04. AND FIND IT TO BE TECHNICALLY CORRECT.

Joelyn L. Limas
JOCELYN L. LIMAS
L.S. NO. 9596

11-15-2024
DATE



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP OF RIO DEL ORO LOT 67C AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL EASEMENTS AND RIGHTS-OF-WAY DESIGNATED PUNTARENAS WAY, SARAPIQUI WAY, POCOSOL WAY, ATIRRO WAY, AND LA FORTUNA DRIVE AS SHOWN HEREON, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF, AND DO HEREBY CERTIFY THE ABANDONMENTS LISTED HEREON.

BY: _____
CITY CLERK
CITY OF RANCHO CORDOVA

DATED: _____

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF WOOD RODGERS, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

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

BY: _____ FEE: \$ _____
DEPUTY RECORDER

FINAL MAP
RIO DEL ORO
LOT 67C
SUBDIVISION NO. FM-2019-004-04
BEING ALL OF LOTS 67C AND E OF FINAL MAP OF RIO DEL ORO PHASE 1 LARGE LOT MAP,
FILED FOR RECORD IN BOOK 428 OF MAPS, AT PAGE 5
SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

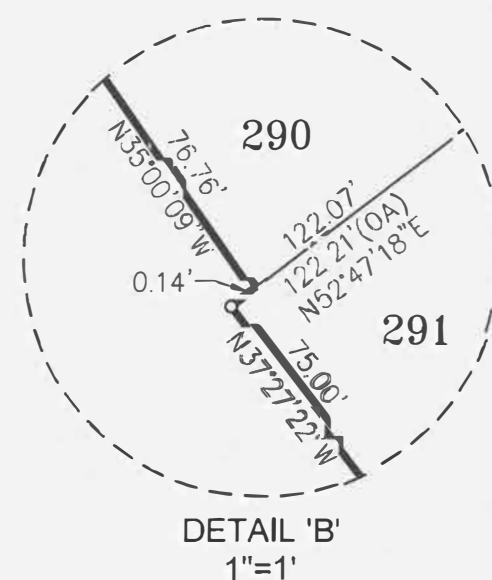
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 G ST., BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

December 2024

Sheet 1 of 4
1032.065

BOUNDARY SHEET

- Page 36 of 301



LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N59°30'03"E(R)	38.00'

CURVE TABLE - THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	2442.00'	0°17'50"	12.67'
C2	2208.00'	0°21'48"	14.00'
C3	1945.00'	0°04'18"	2.44'

FINAL MAP
RIO DEL ORO
LOT 67C
SUBDIVISION NO. FM-2019-004-04
BEING ALL OF LOTS 67C AND E OF FINAL MAP OF RIO DEL ORO PHASE 1 LARGE
LOT MAP, FILED FOR RECORD IN BOOK 428 OF MAPS, AT PAGE 5
SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

December 2024

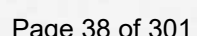


WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

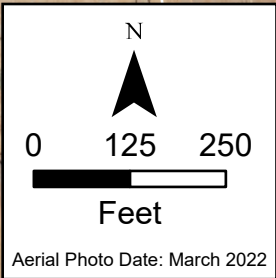
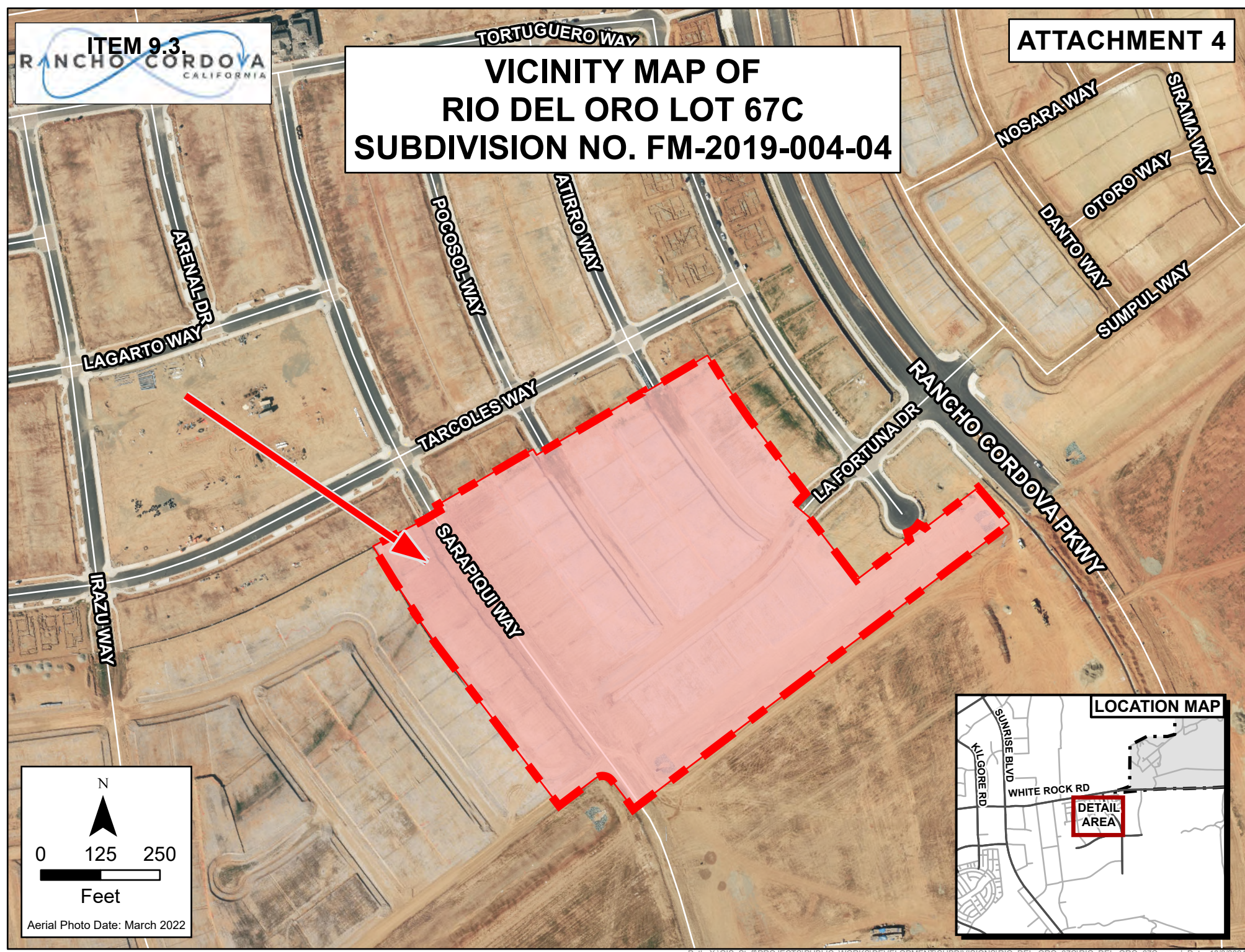
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

Sheet 3 of 4

1032.065



VICINITY MAP OF
RIO DEL ORO LOT 67C
SUBDIVISION NO. FM-2019-004-04



MEMORANDUM



ITEM 9.4.

DATE: December 2, 2024

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Edgar Medina, Principal Engineer
Austin Miller, Assistant Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-256 IN AN AMOUNT NOT TO EXCEED \$2,046,930.86 WITH DUTCH CONTRACTING INC. TO CONSTRUCT THE ARPA STREETLIGHTS AND TRAFFIC CALMING PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2024-256 in an amount not to exceed \$2,046,930.86 with Dutch Contracting Inc. to construct the ARPA Streetlights and Traffic Calming Project.

BACKGROUND

In 2021, the City set aside \$2.5 million of American Rescue Plan Act (ARPA) funds for investment in neighborhoods disproportionately impacted by the COVID-19 pandemic (defined to be neighborhoods in the Qualified Census Tract) to promote improved health outcomes based on a community input process. In May 2023, the City initiated a survey for residents residing in the City's Qualified Census Tract requesting their input on identifying needs in the neighborhood and soliciting potential project ideas. Staff then presented the project ideas received in the survey for council feedback in September 2023 and followed up with a community meeting in November 2023, during which residents were given an opportunity to ask questions about project concepts and provide input. The outcome of this community input process were three proposed projects, two of which are covered under this proposed project.

The ARPA Streetlights and Traffic Calming Project (Project) is located in the Cordova Meadows, Cordova Gardens and Mills Park Terrace neighborhoods, Attachment 3. The Project will include the installation of 44 solar-powered streetlights along W La Loma Drive, La Loma Drive and Dawes Street. These streetlights will be installed at intersections, mid-block crossings or speed hump locations. The Project will also include traffic-calming improvements including monolithic bulb-outs, speed lumps, bike lanes, striping, and Rectangular Rapid Flashing Beacons with the installation of a new mid-block crossing. These traffic-calming measures will be installed along W La Loma Drive, Dawes Street, and Mills Tower Drive.

Bids for the Project were solicited on the City's Website and on OpenGov.com, on October 15, 2024. Bids for the project were publicly opened on November 7, 2024. A total of 6 bids were received. The lowest responsible and responsive bid was \$2,046,930.86 from Dutch Contracting Inc. There were no Project bid alternatives. The contract award is based on the lowest, responsive and responsible bid. The Bid Summary is provided as Attachment 4.

The Project is expected to be under construction starting in Spring 2025 and completed in Summer 2025.

FISCAL IMPACT AND FUNDING SOURCE

This project is included in the Capital Improvement Plan budget for Fiscal Years 2023/2024 and 2024/2025. The Project budget consists of \$2,500,000 in funding from the American Rescue Plan Act. There is no impact to the City's General Fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2024-256
3. Project Area Map
4. Bid Summary

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-256 WITH DUTCH CONTRACTING INC. IN AN AMOUNT NOT TO EXCEED \$2,046,930.86 TO CONSTRUCT THE ARPA STREETLIGHTS AND TRAFFIC CALMING PROJECT

WHEREAS, the City of Rancho Cordova received American Rescue Plan Act of 2021 (ARPA) funds to provide emergency funding for state, local, territorial, and tribal governments; and

WHEREAS, the City allocated ARPA funding to design and construct the ARPA Streetlights and Traffic Calming Project; and

WHEREAS, the project will include solar-powered streetlights along West La Loma Drive, La Loma Drive and Dawes Street, and traffic calming including bulb-outs, speed lumps and striping along W La Loma Drive, Dawes Street and Mills Tower Drive; and

WHEREAS, the City solicited bids for the Project under the requirements of state and local laws and publicly opened bids on November 7, 2024; and

WHEREAS, the lowest responsive and responsible bidder was Dutch Contracting Inc.; and

WHEREAS, adoption of this Resolution will award the construction Contract No. 2024-256 to Dutch Contracting Inc. in an amount not to exceed \$2,046,930.86 for the ARPA Streetlights and Traffic Calming Project; and

WHEREAS, the Project was reviewed under the requirements of the California Environmental Quality Act (CEQA), and has been determined to be exempt from further review pursuant to CEQA Regulation 15301 subsection (c) for existing facilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute construction Contract No. 2024-256 in an amount not to exceed \$2,046,930.86 with Dutch Contracting Inc., in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of December 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 9.4.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

David Sander, Mayor

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND DUTCH CONTRACTING INC.
FOR THE ARPA STREETLIGHTS AND TRAFFIC CALMING PROJECT
CITY PROJECT NO. CP24-2274**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Dutch Contracting Inc. ("Contractor") as of December 2, 2024.

W I T N E S S E T H:

WHEREAS, the City Council for the City heretofore caused plans and specifications for the ARPA Streetlights and Traffic Calming Project ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the City Council for the City did cause to be published for the time and in the manner required by law, a notice inviting sealed bids for the performance of said work; and

WHEREAS, the notice was published on October 15, 2024 on OpenGov.com and the City of Rancho Cordova Website ("Notice"); and

WHEREAS, the Contractor, in response to such Notice, submitted to the City Council for the City within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the Project specified in said plans and specifications, which said bid and proposal, and other bids and proposals submitted in response to said Notice, the City Council opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said Project, and said City Council for the City as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said Project and award to a contract therefore.

NOW THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

Section 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated January 2016; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

Section 2. Term. The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2026.

Section 3. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 2024-256, as provided for and set forth in said Plans and Specifications, or in either of them, which said

Revised 10-31-2023

Construction Services Agreement between
City of Rancho Cordova and Dutch Contracting Inc.

December 2, 2024
Page 1 of 21

Plans and Specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and Specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

Section 4. COMPLETION. Said work shall be completed and ready for acceptance.

Section 5. PAYMENT. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: \$2,046,930.86 (Two Million Forty-Six Thousand Nine Hundred Thirty Dollars and Eighty-Six Cents). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Section 6. PREVAILING WAGES. To the extent required by law, Contractor and all of the Contractor's subcontractors shall comply with California Health and Safety Code Section 33422.1, and shall comply with California Labor Code Section 1770 et seq. and all regulations adopted pursuant thereto (referred to herein as, "**Prevailing Wage Laws**"), and be responsible for carrying out the requirements of such provisions. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Project contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said Project by Contractor, or by any subcontractor doing or contracting to do any part of said Project. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations. The Contractor shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless the City and its elective and appointive boards, commissions, officers, agents, attorneys, consultants and employees, and all of their respective successors and assigns, from and against any and all claims, demands, suits and actions at law or in equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel reasonably acceptable to the City), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages or the requirement of competitive bidding in the construction of the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this

Agreement, including but not limited to California Labor Code Section 1770 et seq. and the Prevailing Wage Laws, or any act or omission of the City or the Contractor related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such claims, demands, suits, actions, losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, costs, damages, or administrative, enforcement or judicial proceedings. It is further agreed that the City does not, and shall not, waive any rights against the Contractor which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or the deposit with the City by the Contractor, of any of the insurance policies described in this Agreement.

Section 7. INSURANCE. The Contractor shall carry and maintain for the duration of the term of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the specifications.

Section 8. WORKERS' COMPENSATION CERTIFICATION. By execution of this Agreement, the Contractor certifies as follows:

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

Section 9. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two (2) bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq., and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 10. INDEMNIFICATION.

10.1 Contractor's Performance. Contractor shall indemnify, defend with counsel selected by the City, and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from Services performed pursuant to this Agreement caused in whole or in part by any negligent or willful act or omission of Contractor, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Contractor. The foregoing obligation of Contractor 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 Contractor 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 Contractor 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 Contractor 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, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 10.2 PERS Indemnification.** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing Services under this Agreement is determined by a court of competent jurisdiction of the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Contractor 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 Contractor 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.

- 10.3 No Limitation of Liability for Indemnification.** The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

Section 11. Nondiscrimination and Equal Opportunity. Contractor 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 Contractor under this Agreement. Contractor 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 Contractor thereby. Contractor shall include the provisions of this section in any subcontract approved by the City.

Section 12. AMENDMENTS. No modification or amendment of this Agreement is effective unless made in writing and signed by both the City and Contractor.

Section 13. ASSIGNMENT AND SUBCONTRACTING. Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

Section 14. MISCELLANEOUS PROVISIONS.

- 14.1 Successors.** This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

14.2 Contract Administration. This Agreement shall be administered by Austin Miller ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

14.3 Notices. Any written notice to Consultant shall be sent to:

Nick Zwetsloot
Dutch Contracting Inc.
6930 23rd Street
Rio Linda, CA. 95673
nick@dutchcoinc.com

Any written notice to City shall be sent to:

Austin Miller
City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670

14.4 IRS Form W-9. Contractor 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.

14.5 Governing Law and Venue. The laws of the State of California shall govern this Agreement. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Sacramento or in the United States District Court for the Eastern District of California.

14.6 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions 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.

14.7 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.

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

14.9 Survival. The obligations of this Agreement, which by their nature would continue beyond the term or expiration of this Agreement, including without limitation obligations regarding indemnification shall survive the term or expiration of this Agreement.

14.10 Entire Agreement. This Agreement, including the terms of payment attached hereto and incorporated herein as Exhibit A, and the Contract Documents as

referenced above in Section 1, of this Agreement, represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations, and Agreements regarding the subject matter of this Agreement, either written or oral.

Section 15. REQUIRED CONTRACT PROVISIONS – FHWA 1273 – REVISED October 23, 2023, FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or

services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency

and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and

then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee

facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the

recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non- responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or

single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section)

and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed

classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to

pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of

apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity

with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours

without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower- tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist,

harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on

the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under

Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and

the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other

Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with 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 (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal,"

and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with 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. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

IN WITNESS WHEREOF, the City Council and Contractor have caused this Agreement to be executed as of the day and year first above written.

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Micah Runner, City Manager

Nick Zwetsloot, Project Manager

Date

Date

Attest:

Stacy Leitner, CMC, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

Last revised October 31, 2023

Exhibit A

See Attached Bid Proposal



City of Rancho Cordova
Public Works
Albert Stricker, Director of Public Works
2729 Prospect Park Drive, Rancho Cordova, CA 95670

[DUTCH CONTRACTING INC.] RESPONSE DOCUMENT REPORT

IFB No. CP 24-2274 CS 80107

[ARPA Streetlights and Traffic Calming Project](#)

RESPONSE DEADLINE: November 7, 2024 at 1:00 pm

Report Generated: Wednesday, November 20, 2024

Dutch Contracting Inc. Response

CONTACT INFORMATION

Company:

Dutch Contracting Inc.

Email:

michaelw@dutchcoinc.com

Contact:

Saif Jarian

Address:

2201 Francisco Dr Suite 140-136
El Dorado Hills, CA 95762

Phone:

(916) 417-6291

Website:

N/A

Submission Date:

Nov 7, 2024 12:50 PM (Pacific Time)

[DUTCH CONTRACTING INC.] RESPONSE DOCUMENT REPORT
IFB No. CP 24-2274 CS 80107
ARPA Streetlights and Traffic Calming Project

ADDENDA CONFIRMATION

Addendum #1

Confirmed Oct 31, 2024 9:23 AM by Saif Jarian

Addendum #2

Confirmed Nov 6, 2024 11:31 AM by Saif Jarian

Addendum #3

Confirmed Nov 6, 2024 11:31 AM by Saif Jarian

QUESTIONNAIRE

1. Project Contact*

Pass

Please provide the following regarding the point of contact for your submittal:

- Full Name (First and Last)
- Title
- Phone Number
- Email

Tracey Bussick

Office Manager

916-436-5422

traceyb@dutchcoinc.com

[DUTCH CONTRACTING INC.] RESPONSE DOCUMENT REPORT
IFB No. CP 24-2274 CS 80107
ARPA Streetlights and Traffic Calming Project

2. Contractor's License*

Pass

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code. A bid submitted to the City by a contractor who is not licensed as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this project, the City must verify that the contractor was properly licensed when the contractor submitted his/her bid on this project. In order for the City to verify the license status of a contractor, the contractor, at the time he/she submits his/her bid for the project, shall provide the City his/her contractor's license information.

No bid submitted to the City shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

Please enter the California Contractor's License Number for your company.

1002925-A

[Click to Verify](#) *Value will be copied to clipboard*

3. DIR Registration*

Pass

Enter your California Department of Industrial Relations (DIR) Contractor Registration Number.

[DUTCH CONTRACTING INC.] RESPONSE DOCUMENT REPORT
IFB No. CP 24-2274 CS 80107
ARPA Streetlights and Traffic Calming Project

Please Note:

If the City is unable to confirm that the bidder/contractor's DIR registration is current, the City must disqualify the bidder, as required by Labor Code section 1725.5."

1000030292

[Click to Verify](#) Value will be copied to clipboard

4. Equal Employment Opportunity Certification*

Pass

This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Bidder shall confirm whether or not Bidder, and any proposed subcontractors, have participated in previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, have filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Bidder and/or a Proposed Subcontractors Have Participated

5. Public Contract Code Section 10285.1 Statement*

Pass

[DUTCH CONTRACTING INC.] RESPONSE DOCUMENT REPORT
IFB No. CP 24-2274 CS 80107
ARPA Streetlights and Traffic Calming Project

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder shall declare under penalty of perjury under the laws of the State of California that the bidder "**HAS**" or "**HAS NOT**" been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must select "has" or "has not". The above Statement is part of the Proposal. Submitting this Proposal shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

HAS NOT

6. Public Contract Code Section 10162*

Pass

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

No

7. Public Contract Code 10232 Statement*

Pass

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately

[DUTCH CONTRACTING INC.] RESPONSE DOCUMENT REPORT
IFB No. CP 24-2274 CS 80107
ARPA Streetlights and Traffic Calming Project

preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Submitting this Proposal thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Confirmed

8. Subcontractors?*

Pass

Will you be using subcontractors for this project?

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or ten thousand dollars (\$10,000.00) whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

Yes

SUBCONTRACTORS*

Pass

You have indicated that you will be using subcontractors for this project. Please download the attached form, complete it, and upload it back here as part of your submittal.

[DUTCH CONTRACTING INC.] RESPONSE DOCUMENT REPORT
IFB No. CP 24-2274 CS 80107
ARPA Streetlights and Traffic Calming Project

- [Subcontracting Form.pdf](#)

Subcontractors-List.pdf

9. Years of Experience Under Current Business Name*

Pass

Please state the number of years for which the Bidder has been engaged in the contracting of business under its current name.

10

10. Years of Similar Experience*

Pass

Please state the number of years of experience the Bidder has in work of a nature similar to that noted in this Bid.

20

11. Failure to Complete Work Satisfactorily*

Pass

Has the Bidder, as a Contractor, ever failed to satisfactorily complete a Contract awarded to it?

No

12. Completed Contracts*

Pass

Provide information for at least three (3) contracts that have been satisfactorily completed by the Bidder in the last three (3) years.

For each contract, provide the following:

- Year

[DUTCH CONTRACTING INC.] RESPONSE DOCUMENT REPORT
IFB No. CP 24-2274 CS 80107
ARPA Streetlights and Traffic Calming Project

- Type of Work
- Contract Amount
- Owner/Agency for Whom Work Was Performed
- 2024
- Demo, concrete, excavation, underground utilities, Asphalt.
- Contract Value \$ 790,900.00
- Babcock Elementary School, Owner: Twin Rivers School District
- 2024
- Demo, concrete, excavation, underground utilities, Asphalt.
- Contract Value \$ 1,011,00.00
- Alta East LLC
- 2024
- Demo, concrete, excavation, underground utilities, asphalt, solar, electrical.
- Contract Value \$ 4,305,572.41
- City of Roseville

13. Equipment List*

Pass

Provide a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required.

For each item, please provide:

- Quantity

[DUTCH CONTRACTING INC.] RESPONSE DOCUMENT REPORT
IFB No. CP 24-2274 CS 80107
ARPA Streetlights and Traffic Calming Project

- Name, Type and Capacity
- Condition
- Location
- A document with the equipment list can also be attached under the "Additional Information" question towards the end of this submittal. Please add "See Attachment in Additional Information" to the Response below.

Please see attached list at Additional Information

14. Bid Bond*

Pass

Please download the below documents, complete, and upload.

- [Bid_Bond.pdf](#)

Bid_Bond.pdf

15. IRAN Contracting Affidavit*

Pass

Please download the below documents, complete, and upload.

- [Iran Contracting Act of 201...](#)

Iran_Contracting_ACT_of_2010_Compliance_Affidavit.pdf

16. Non-Collusion Affidavit*

Pass

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

[DUTCH CONTRACTING INC.] RESPONSE DOCUMENT REPORT
IFB No. CP 24-2274 CS 80107
ARPA Streetlights and Traffic Calming Project

To the CITY of RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS

The bidder confirms that they are the party making the foregoing bid and declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

17. Debarment and Suspension*

Pass

The bidder, under penalty of perjury, certifies that he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and

[DUTCH CONTRACTING INC.] RESPONSE DOCUMENT REPORT
IFB No. CP 24-2274 CS 80107
ARPA Streetlights and Traffic Calming Project

- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this, provide an answer of "NO" here and provide clarification in the following question.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility.

NOTE: Providing false information may result in criminal prosecution or administrative sanctions. Your answer here is considered part of your proposal and submittal of proposal shall constitute certification of any statements made here.

Yes

DEBARMENT AND SUSPENSION EXCEPTIONS*

Pass

You have indicated that there is an exception to the previous statement regarding Debarment and Suspension. Please provide your justification here. For any exception noted, indicate to whom it applies, initiating agency, and dates of action.

Debarment_and_Suspention_Exceptions.docx

18. Nonlobbying Certification*

Pass

The prospective participant certifies, by submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

[DUTCH CONTRACTING INC.] RESPONSE DOCUMENT REPORT
IFB No. CP 24-2274 CS 80107
ARPA Streetlights and Traffic Calming Project

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Confirmed

19. Disclosure of Lobbying Activities*

Pass

Please download the below documents, complete, and upload.

- [Disclosure of Lobbying Acti...](#)

Disclosure_of_Lobbying_Activities.pdf

20. Federal Minimum Wage Rates*

Pass

The contractor must use the higher wage rate between the Federal Wage Rates and the California Wage Rates.

Pursuant to California Labor Code Section 1720 and following, and Section 1770 and following, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

[DUTCH CONTRACTING INC.] RESPONSE DOCUMENT REPORT
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ARPA Streetlights and Traffic Calming Project

Copies of the prevailing wage determinations are on file in the office of the City Clerk.

See the Caltrans Homepage on the internet for the current rates at <http://www.dot.ca.gov/hq/LocalPrograms/fedwages.htm> or contact your District Local Assistance Engineer for a hard copy.

Confirmed

21. CARB Certificate of Reported Compliance*

Does the Contractor and all sub-contractors have a valid Certificate of Reported Compliance for vehicle and equipment subject to California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulations in accordance with CARB § 2449 General Requirements for In-Use Off-Road Diesel-Fueled Fleets?

Yes

CERTIFICATE UPLOAD*

Upload CARB Certificate of Reported Compliance

CRC_thru_2.28.25.pdf

22. Additional Information

Pass

For any additional information requested or required by any of your previously provided answers please upload that additional documentation here.

Equipment_list_for_estimating.xlsx

23. Submittal Confirmation*

Pass

The party submitting on behalf of the Company noted on the submittal is authorized to submit on behalf of said Company and has provided any authorization showing such if required by this Bid.

ITEM 9.4.**ATTACHMENT 2**

[DUTCH CONTRACTING INC.] RESPONSE DOCUMENT REPORT
 IFB No. CP 24-2274 CS 80107
 ARPA Streetlights and Traffic Calming Project

In accordance with the Business and Professions Code, the party submitting does hereby, under Penalty of Perjury, certify that the following contractor's license information is true and correct.

Confirmed

PRICE TABLES

SCHEDULE OF QUANTITIES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	LS	\$133,000.00	\$133,000.00
2	Water Pollution Control Plan	1	LS	\$5,720.00	\$5,720.00
3	Traffic Control Plan	1	LS	\$114,500.00	\$114,500.00
4	Roadway Excavation	510	CY	\$143.00	\$72,930.00
5	Concrete Removal	5,715	SF	\$7.70	\$44,005.50
6	Aggregate Base, Class 2	480	CY	\$205.00	\$98,400.00
7	Hot Mix Asphalt (Type A)	143	TON	\$253.00	\$36,179.00
8	Slurry Seal	13,760	SF	\$0.91	\$12,521.60
9	PCC, Sidewalk	5,215	SF	\$12.50	\$65,187.50
10	PCC, Type 1A Curb	1,008	LF	\$12.50	\$12,600.00
11	PCC, Type 3 Mod Curb	336	LF	\$51.00	\$17,136.00

ITEM 9.4.**ATTACHMENT 2**

[DUTCH CONTRACTING INC.] RESPONSE DOCUMENT REPORT
IFB No. CP 24-2274 CS 80107
ARPA Streetlights and Traffic Calming Project

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	PCC Type 4A Curb	55	LF	\$46.00	\$2,530.00
13	PCC, Stamped and Colored	2,565	SF	\$22.00	\$56,430.00
14	Detectable Warning Surface	21	EA	\$1,258.00	\$26,418.00
15	Speed Lump	4	EA	\$1,430.00	\$5,720.00
16	Remove Thermoplastic Traffic Stripe	4,180	LF	\$2.52	\$10,533.60
17	Remove Pavement Marking	1,098	SF	\$4.00	\$4,392.00
18	Thermoplastic Pavement Marking	4,335	SF	\$12.00	\$52,020.00
19	Thermoplastic Traffic Stripe	15,505	LF	\$3.66	\$56,748.30
20	Methyl Methacrylate Pavement Marking	8,585	SF	\$13.73	\$117,872.05
21	Pavement Marker	165	EA	\$9.15	\$1,509.75
22	Object Marker	1	EA	\$343.23	\$343.23
23	Yellow Paint	6	LF	\$22.88	\$137.28
24	Remove Roadside Sign	17	EA	\$228.82	\$3,889.94
25	Roadside Sign (Strap and Saddle Bracket Method) (SSBM)	46	EA	\$286.00	\$13,156.00
26	Roadside Sign - One Post	21	EA	\$629.25	\$13,214.25
27	Rectangular Rapid Flashing Beacon	2	EA	\$15,000.00	\$30,000.00

ITEM 9.4.**ATTACHMENT 2**

[DUTCH CONTRACTING INC.] RESPONSE DOCUMENT REPORT
 IFB No. CP 24-2274 CS 80107
 ARPA Streetlights and Traffic Calming Project

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
28	Adjust Valve to Grade	4	EA	\$2,106.00	\$8,424.00
29	Type B Drop Inlet	13	EA	\$8,125.00	\$105,625.00
30	48" Manhole	4	EA	\$786.43	\$3,145.72
31	60" Manhole	1	EA	\$8,805.55	\$8,805.55
32	12" Reinforced Concrete Pipe	551	LF	\$204.17	\$112,497.67
33	Remove Drop Inlet	4	EA	\$2,255.73	\$9,022.92
34	Solar Powered Streetlight	44	EA	\$16,189.00	\$712,316.00
TOTAL					\$1,966,930.86

WATER LINE CONFLICT (ALLOWANCE)

This table includes the City established allowance for the water line conflict.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
35	Water Line Conflict (Allowance)	1	Allowance	\$80,000.00	\$80,000.00
TOTAL					\$80,000.00

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or ten thousand dollars (\$10,000.00) whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law. Please complete the following form for each Subcontractor:

SUBCONTRACTOR (Name)	SUBCONTRACTOR (Location)	SUBCONTRACTOR (License Number)	SUBCONTRACTOR DIR #	DIR EXPIRATION	PORTION OF WORK	ESTIMATED DOLLAR AMOUNT
Sierra Traffic Markings, Inc.	Roseville, CA 95747	755317	1000001783	6-30-2025	Striping	\$ 222,932.50
American Pavement Systems, Inc.	Modesto, CA 95354	943792	1000000207	6-30-2025	Slurry Seal	\$ 34,494.40
Nor-Cal Concrete, Inc.	Suisun, CA 94585	271483	10000003831	6-30-2025	Concrete	\$ 175,241.12
Beav Electrical Solutions	Alviso, CA 95002	982079	10000002158	6-30-2025	Electrical	\$ 648,950.00

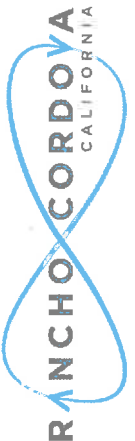
Dutch Contracting, Inc.
Contractor's Name (Printed)

11/7/2024
Date

[Signature]
Bidder's Signature

Nicholas J. Zwetsloot
Bidder's Name (Printed)

President
Bidder's Title



**CITY RANCHO CORDOVA - DEPARTMENT OF PUBLIC WORKS
BIDDER'S BOND**

We, Dutch Contracting Inc.
_____ as Principal, and
Travelers Casualty and Surety Company of America

as Surety are bound unto the City of Rancho Cordova, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

ARPA STREETLIGHTS AND TRAFFIC CALMING PROJECT IN RANCHO CORDOVA

(Copy here the exact description of work, including location as it appears on the proposal)
CITY PROJECT NO. CP 24-2274 CS 80107

for which bids are to be opened at Rancho Cordova CA on November 7th 2024
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: October 22nd, 20 24.

Dutch Contracting Inc.

Principal
Travelers Casualty and Surety Company of America

Surety

By _____

Ryan Tash

Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City Rancho Cordova

On this ____ day of _____ in the year 20__ before
me _____, personally appeared

_____, personally known to me (or to me on

Attorney-in-fact

the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

*See
attached*

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

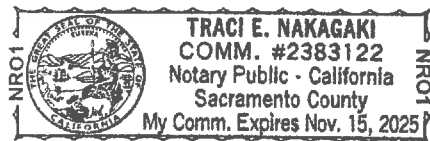
On 10/22/24 before me, Traci E. Nakagaki, Notary Public
(insert name and title of the officer)

personally appeared Ryan Tash,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

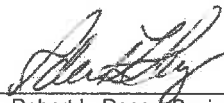
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ryan Tash** of **RANCHO CORDOVA**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

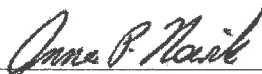
By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22nd** day of **October**, **2024**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) DUTCH CONTRACTING, INC.		BTRC (or n/a) N/A
By (Authorized Signature) 		
Print Name and Title of Person Signing NICHOLAS ZWETSLoot PRESIDENT		
Date Executed	City Approval (Signature)	(Print Name)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

We confirm that our company fully complies with all debarment and suspension requirements as stated. There are no exceptions; no suspensions, debarments, indictments, or other issues apply to our company or its key personnel.

All conditions are met without exceptions.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes ☐ No ☐ <i>* NO LOBBYING ACTIVITIES</i>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: <u>NICHOLAS ZWETSLOOT</u> Title: <u>PRESIDENT</u> Telephone No.: <u>916-436-5422</u> Date: <u>10/31/24</u>		
Federal Use Only:		

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 09-12-97

California Environmental Protection Agency
Air Resources Board

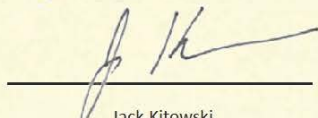
January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

DUTCH CONTRACTING INC

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**


Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

123907

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

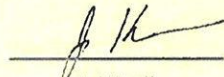
California Environmental Protection Agency
Air Resources Board
January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

SIERRA TRAFFIC MARKINGS, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**


Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

240534

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html



California Environmental Protection Agency
Air Resources Board

January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

BEAR ELECTRICAL SOLUTIONS

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**



Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

198822

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

California Environmental Protection Agency
Air Resources Board

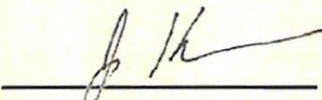
January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

AMERICAN PAVEMENT SYSTEMS INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**



Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

85565

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html



Trucks/Autos							
Tag	Equipment	Vin/ Serial Number	Registration Expiration	Insurance Expiration	Mileage	License	Location/ Assigned To
TA-01	2017 F350 SUPER DUTY	1FT8W3DT3HEC00571	2.28.2024	7.26.24		55006G2	Yard
TA-02	2018 F150 ECOBOOST	1FTMF1CP0JKC72097		7.26.24		68824M2	B. Gilfillan
TA-03	2017 F250 SUPER DUTY	1FT7W2A63HEB53417	11.30.2024	7.26.24		01970E2	Mario
TA-04	2003 F250 SUPER DUTY (Red Truck)	1FTNX21L13EC51560		7.26.24		7C90736	Yard
TA-07	2016 FREIGHTLINER WATER TRUCK	1FVACXDU0GHGZ0160	12.31.23	7.26.24		23297Y1	Field
TA-10	2021 Ford F650 5 yard	1FDNF6DE4MDF08513	6.30.23	7.26.24		57333G3	Field
TA-11	2021 F150 Space Grey	1FTEW1CP5MKE93428	4.6.23	7.26.24		99841H3	T. Bussick
TA-12	2017 F350 Super Duty C	1FT7W3AT6HED28240	10.31.24	7.26.24		04162X2	Junior
TA-13	2023 Ford F150	1FTFWIE86PFC117640	3.31.25	7.26.24		V491627	N. Zwetsloot
TA-14	2023 Ford F350 DRW	1FD8W3GT3PED69267			11,338	68752Z3	M. Solorio Sr.
TA-15	2017 Ford F150 XL Cab	1FTEX1C8XHHC14311				27703Z3	T. Newton
TA-16	2016 Ford F150 XL	1FTMF1C85GKE51267	10.31.24			27704Z3	Juan Carlos
TA-17	1999 GMC C35240 HD - Dump Truck - 3 yard	JGDKC34J0XF049545	7.31.25		91,647	13427Z3	Field
TA-18	1999 Dodge 3500 Cummins 24V Turbo Diesel	1B7MC3366XJ570745		in shops for repairs		83095M2	Yard

Excavators							
Tag	Equipment	Vin/ Serial Number	C.A.R.B.	Insurance Expiration	HOURS	Engine #	Location/ Assigned To
EX-01	2012 CAT 321 DLCR	MPG002029	BK7P57	7/26/2024	5,691		
EX-02	2012 JOHN DEERE 50D	1FF050DXTCG77388	RJ6Y49	4/7/2021	2,979		Yard
EX-03	2015 CAT 302.7	L JL00915	MA4N57	7/26/2024			
EX-04	2017 Yanmar VIO80	YMRV1080AHJAF483		7/26/2024	2,141	51800	check engine light is on
EX-05	2020 Yanmar VIO55 ID#10298993, 10240573	AL363, 209926-36		7/26/2024			
EX-06	Yanmar VIO 100 STL	RPO					RPO

Excavator Attachments							
EXAT-01	RIP SHANK/ 321						
EXAT-02	24" BUCKET JD50	129663					
EXAT-03	18" BUCKET JD 50						
EXAT-04	24" BUCKET302						
EXAT-05	12" BUCKET 302						
EXAT-06	36" 310						
EXAT-07	24" 310						
EXAT-08	18" 310						
EXAT-09	COMP WHEEL 321 24"						
EXAT-10	COMP WHEEL 310 18"						

ITEM 9.4.

ATTACHMENT 2

EXAT-11	24" BUCKET 321	PMI92					
EXAT-12	36" BUCKET 321	PMI12					
EXAT-13	CAT 321 BUCKET 48" JSC 1381/CRS16-210						
EXAT-14	ENOVEN DUMPBED C820SFDA-10FF/SN:CH108415-8						unknown
EXAT-15	Skid STEER BUCKET 72" HOSE 3/8						
EXAT-16	BOBCAT SWEEPER BUCKET 72"/B5AC00542						

Loaders							
Tag	Equipment	Vin/ Serial Number	C.A.R.B.	Insurance Expiration	HOURS	Service	Location/ Assigned To
LD-01	2014 JOHN DEERE 210K	1T8210KXVEE891773	AS7X87	7/26/2024	1,650	9/27/2024	
LD-04	CAT 249 D	0GWR01598	YL4A39	7/26/2024			
LD-05	2012 CATERPILLAR 420E BH	DJL00995		7/26/2024			unknown
LD-06	CAT 2020 259D				167		
LD-07	John Deere 210L	1T8210ELEKG896289					

Loader Attachments							
LDAT-01	PALADIN BREAKER/ SKID STEER SFB500	18F0998				CRS19-726	
LDAT-02	CAT 2021 Cold Planer SSL PC306						
LDAT-03	AUGER (attachment and 3 bits)						

Pavers							
Tag	Equipment	Vin/ Serial Number	C.A.R.B.	Insurance Expiration	HOURS	Service	Location/ Assigned To
PV-01	Weiler P385	P385B-2795					

Dozers							
Tag	Equipment	Vin/ Serial Number	Registration Expiration	Insurance Expiration	Hours	Service	Location/ Assigned To
DZ-01	2018 CAT D5K2KL	KW202874	GH8N65	7/26/2024	1302.8		

Rollers/Compactors

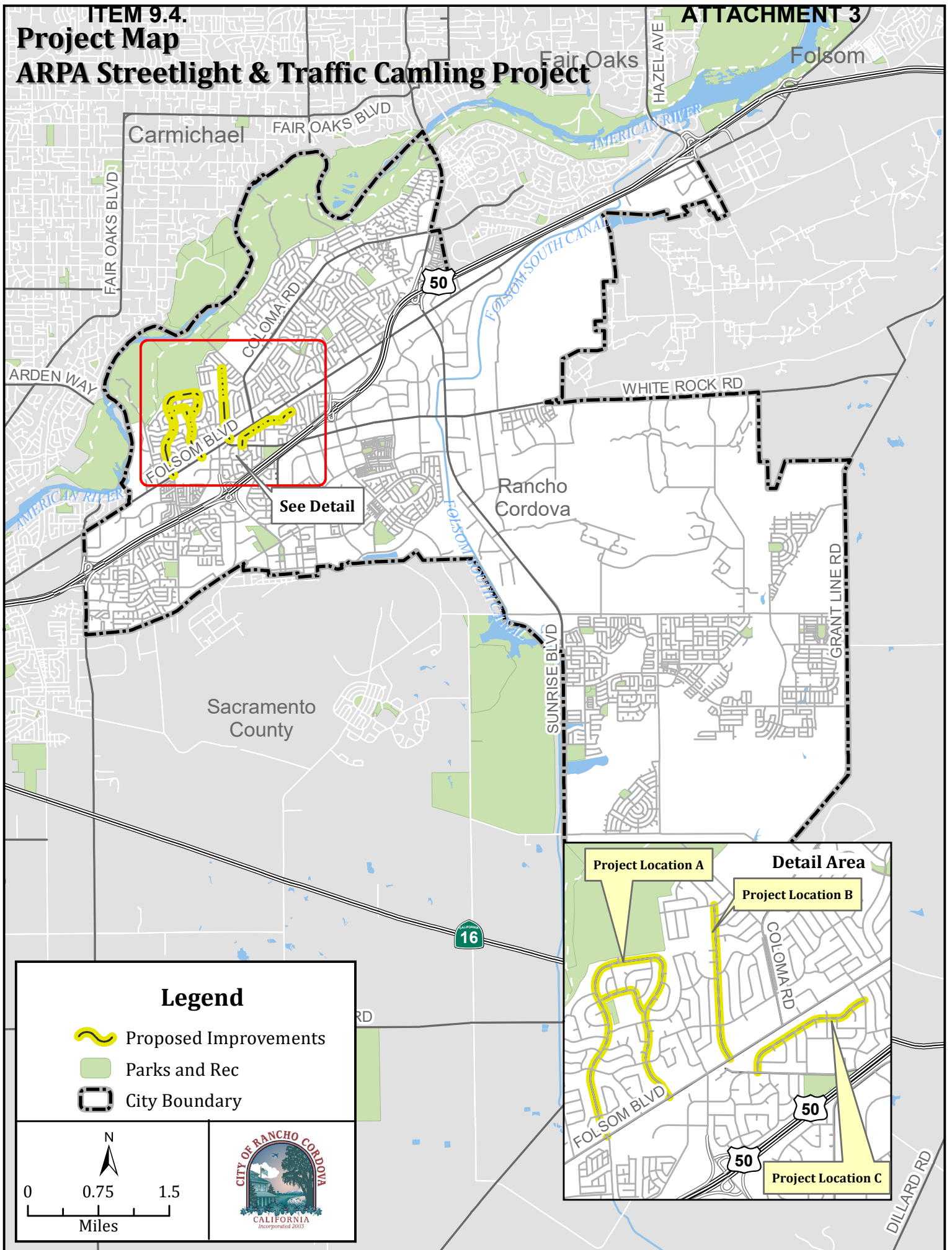
Tag	Equipment	Vin/ Serial Number	Registration Expiration	Insurance Expiration	HOURS	Service	Location/ Assigned To
RL-01	CAT CB32B	0CB32L32000130	EG8B75	7/26/2024			
RL-02	2008 CAT CP 433 Sheepfoot	ASN00786	MY7U44	7/26/2024	1800		McGarvey
RL-03	2017 Bomag- BW120 SL-5	861880441057.00	VL8543	7/26/2024			
RL-04	2013 CAT DD 64" CB54B Paving Roller	0LXD00257			9053		
RL-05	HAMM 50" Sheepfoot	CAT CB54BELXD00257					unknown

Trailers

Tag	Equipment	Vin/ Serial Number	Registration Expiration	Insurance Expiration	License Plate	Purchase Date	Location/ Assigned To
TR-01	2016 DUMP TRAILER	1ZEDT1421G1113403		7/26/2023	4SR1981	has hydraulic leak, latch is compromised	
TR-03	2017 SPRINGDALE RV TRAILER	4YDT28227HG101153	7/31/2023	7/26/2023	1MR3210		unknown
TR-04	2006 FLAT BED TRAILER	52006022821/CAL259532		7/26/2023	RC4640		**needs repair
TR-06	2017 MULTQUIP WATER WAGON	4GNBM122XHB044949		7/26/2023			
TR-08	2019 Ditch Witch	1DSB222R2K17000217/DW PFX25XJK0000602		7/26/2023	4SM7216		
TR-09	2021 Diamond C Gooseneck	46UFU252XM1245755	Permanent	7.26.23	4UC6450		
TR-10	2008 Ingersoll Rand Light Tower	4FVLUBDA89U404267/4042 67UISD5S					
TR-11	Ingersoll Air Compressor (P185JD)	347365UF0231			2004		
TR-12	Diamond Bilt Model PM230Tack Pot	1D9PM1139N1004709	8/31/2022				
TR-14	2017 Norco Office Trailer 8.5 x 50						
TR-15	2017 Homark Office Trailer	F548 4809				4.13.23	
TR-16	2023 Fat Boy 24FT Split Tilt Trailer	1F9B42F3PL522172	pending as of 6.16.23		4VH6724	6.14.23	
TR-17	Grand Junction Trailer				IMJ8245		
TR-18	Featherlite Flat Bed Trailer (Red Trailer with back drop gate)				4UY3101		
TR-19	Trail King Yellow Flatbed Trailer	1KKC03128JR075369			4RV9846		
TR-20	Backhoe Trailer 40K						

ITEM 9.4.
Project Map
ARPA Streetlight & Traffic Camling Project

ATTACHMENT 3





**ARPA Streetlights and Traffic Calming Project
Bid Summary**

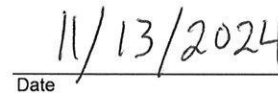
November 7, 2024, 1:00 pm, Open Gov

	Construction Contractor	Base Bid	Allowance	TOTAL	Bid Schedule	Project Contact	Contractors License	DIR Registration	Equal Employment	Public Contract Code 10285.1, 10162, 10232 Statements	Designation of Subcontractors	Experience / Qualifications Questions 9-13	Bidder's Bond	IRAN Contracting Affidavit	Non-Collusion Affidavit	Debarment & Suspension	Non-Lobbying Certificate	Disclosure of Lobbying Activities	CARB Certificate of Reported Compliance	Submittal Confirmation	Addendums 1 to 3
A	Dutch Contracting	\$1,966,930.86	\$80,000.00	\$2,046,930.86	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
B	Central Valley Engineering & Asphalt, Inc.	\$1,968,370.50	\$80,000.00	\$2,048,370.50	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
C	Martin General Construction	\$2,067,376.20	\$80,000.00	\$2,147,376.20	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
D	Martin Brothers Construction	\$2,242,650.55	\$80,000.00	\$2,322,650.55	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
E	B&M Builders, Inc.	\$2,350,031.00	\$80,000.00	\$2,430,031.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
F	FBD Vanguard	\$2,515,527.50	\$80,000.00	\$2,595,527.50	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
G																					
H																					
I																					

Attendees: Stacy Leitner, City Clerk
Austin Miller, Assistant Civil Engineer
Edgar Medina, Principal Civil Engineer


Stacy Leitner, City Clerk


Austin Miller, Assistant Civil Engineer


Date

MEMORANDUM



ITEM 9.5.

DATE: December 2, 2024
TO: Honorable Mayor and Council Members
FROM: Matt Tamayo, Chief of Police
SUBJECT: **A RESOLUTION AUTHORIZING THE CONTINUED USE OF MILITARY EQUIPMENT FOR LAW ENFORCEMENT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the continued use of military equipment for the City of Rancho Cordova's process as it pertains to AB 481 - Military Equipment for Law Enforcement.

BACKGROUND

On September 30, 2021, Governor Newsom signed into law a series of policing reform legislation, including Assembly Bill No. 481 (AB 481). AB 481 requires a law enforcement agency to obtain approval from the applicable governing body, by adoption of a military equipment use policy, prior to taking certain actions relating to the funding, acquisition, or use of military equipment.

The City of Rancho Cordova has established a law enforcement services contract with the Sacramento County Sheriff's Office and formed the Rancho Cordova Police Department (RCPD) to provide municipal law enforcement services within the corporate limits of the City.

The law enforcement services encompass duties and functions of the type falling under the jurisdiction of, and customarily rendered by, a city police department under applicable State statutes. Such services include: (1) the enforcement of State statutes and City codes and ordinances; (2) patrol and traffic enforcement; (3) investigative services; and (4) such other special services customarily performed by police departments to the extent specifically set forth in this Agreement. This contractual relationship allows cities that do not have their own independent police department to select law enforcement services that best fit the needs of the community.

Consistent with the requirements of AB 481, the Sacramento County Board of Supervisors originally adopted the Sacramento County Sheriff's Office Military Equipment Inventory and Policy on Tuesday, October 4, 2022. Per the requirements of AB 481, annually, the Sacramento Sheriff's Office must take an annual report and the Military Equipment Inventory and Policy for

adoption by the County Board of Supervisors; that approval occurred on June 4, 2024. The current Sacramento Sheriff's Order and Inventory List for AB 481 can be found on their website. Based on our contractual relationship with the County, after approval, the policy and list become a standard operating procedure for the Rancho Cordova Police Department.

The City is committed to ensuring that we have access to the most up-to-date equipment to safeguard the citizens of Rancho Cordova. These items provide public safety officers with the necessary tools to help safely resolve volatile situations in an effort to safeguard lives and ensure safety.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Resolution
2. Sacramento County Staff Report - AB 481 Policy Military Equipment
3. Sacramento County Sheriff - AB 481 Military Equipment Annual Report 2024

CITY OF RANCHO CORDOVA

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AMENDING THE MILITARY EQUIPMENT USE POLICY

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (AB 481); and

WHEREAS, AB 481 (codified as Government Code § 7070 et seq.,) requires law enforcement agencies to obtain approval of the applicable governing body by the adoption of a Military Equipment Use Policy, prior to taking certain actions relating to the funding, acquisition, or use of military equipment as defined by AB 481; and

WHEREAS, the City contracts with the County of Sacramento for the provision of law enforcement services through Contract 91-2010 and its related amendments; and

WHEREAS, this contract contemplates that the Sacramento County Sheriff's Department will provide law enforcement services within the City's municipal boundaries; and

WHEREAS, the City desires to maintain this existing relationship with Sacramento County and the Sacramento County Sheriff's Department; and

WHEREAS, the Sacramento County Board of Supervisors approved a Military Equipment Use Policy on October 4, 2022; and

WHEREAS, the Sacramento County Board of Supervisors updated the Military Equipment Use Policy on June 4, 2024; and

WHEREAS, the City desires to maintain a consistent Military Equipment Use Policy as applied to both the Rancho Cordova Police Department and its utilization of law enforcement services provided by the Sacramento County Sheriff's Department; and

WHEREAS, the City does hereby incorporate by reference Sacramento County's Military Equipment Use Policy and desires to approve such policy as may be amended from time to time; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does adopt the County of Sacramento's Military Equipment Use Policy.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of December 2024 by the following vote:

AYES:

NOES:

ITEM 9.5.

ATTACHMENT 1

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

David Sander, Mayor

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
June 4, 2024
Timed: 11:00 AM

To: Board of Supervisors

Through: David Villanueva, County Executive
Eric Jones, Deputy County Executive
Public Safety and Justice

From: Jim Cooper, Sheriff, Sheriff's Office

Subject: Receive And File The Sacramento Sheriff's Office Annual Military Equipment Use Report For 2024; Authorization For Continued Use Of Military Equipment And Amend The Inventory As Changes Occur; And Authorization To Purchase And Acquire Military Equipment In The Future In Accordance With Military Equipment Policy

District(s): All

RECOMMENDED ACTION

1. Receive and File the Sacramento Sheriff's Office Annual Military Equipment Use Report for 2024.
2. Approve the attached resolution:
 - a. Authorizing the continued use of military equipment as shown in the attached Annual Equipment Report for 2024 and authorization to amend the inventory as changes occur.
 - b. Approving authorization to purchase and acquire military equipment in the future in compliance with the Military Equipment policy, as shown in the attached Annual Military Equipment Use Report for 2024.

Receive And File The Sacramento Sheriff's Office Annual Military Equipment Use Report For 2024; Authorization For Continued Use Of Military Equipment And Amend The Inventory As Changes Occur; And Authorization To Purchase And Acquire Military Equipment In The Future In Accordance With Military Equipment Policy

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BACKGROUND

California Assembly Bill No. 481 (AB481) was authorized by Assembly Member David Chiu and approved by Governor Newsom on September 30, 2021. The purpose of AB481 was to address the funding, acquisition, and use of military equipment. AB481 added Chapter 12.8, Section 7070 through 7075 of the Government Code.

On October 4, 2022, the Board adopted an ordinance related to the approval of a Military Equipment Policy in accordance with AB481 (Ordinance No. 1596). In addition, the Board authorized the Sacramento Sheriff's Office (SSO) for the continued use of Military Equipment and authorized the SSO to make purchases and acquire Military Equipment in the future in accordance with the policy (Resolution No. 2022-0812).

In the attached Annual Military Equipment Use Report for 2024, there are three sections:

1. The Military Equipment Use Policy
2. An Inventory of the SSO's Military Use Equipment, including details on the Use, Purpose, Justification, Authorized Use, Fiscal Impact, Training Requirement, and any Legal/Procedural Rules associated with the specified equipment.
3. Demographics of Use in 2023, which details equipment deployments and total events by zip code, race, age, and sex.

In addition, the SSO requests the annual authorization for the continued use of the military equipment outlined in the report and authorization for the future purchase or acquisition of military equipment for replacement or addition in compliance with the Military Equipment Policy.

The SSO's AB 481 Inventory and Policy will have the additional oversight of the Professional Standards Division, the Office of the Inspector General, and the Community Review Commission on an annual basis. Additionally, the use of this equipment is regulated by existing statutes and policies. The SSO made a presentation on AB481 to the Community Review Commission on May 28, 2024.

The military equipment in this inventory is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety. The term "military equipment," as used in AB481 does not

ITEM 9.5.**ATTACHMENT 2**

Receive And File The Sacramento Sheriff's Office Annual Military Equipment Use Report For 2024; Authorization For Continued Use Of Military Equipment And Amend The Inventory As Changes Occur; And Authorization To Purchase And Acquire Military Equipment In The Future In Accordance With Military Equipment Policy

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necessarily indicate the equipment that has been used by the military. Pursuant to AB481, items deemed to be "military equipment" include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, long-range acoustic devices, and flashbangs. The SSO is committed to using the most up-to-date tools and equipment to safeguard the community in Sacramento. These items provide peace officers the ability to safely resolve volatile situations that otherwise might rise to the level of a lethal force encounter. To that end, the items in this inventory also provide Sheriff Deputies with vital tools that facilitate compliance with its stringent use of force policy. Other items deemed to be "military equipment" via AB481 include foundational equipment such as rifles. These rifles allow peace officers to address lethal threats with greater precision and from a greater distance.

The SSO is seeking to purchase new items, which are listed in the provided attachment "2024 AB481 Inventory Review Presentation" document. The requested equipment includes additional unmanned aircraft systems, breaching/flash bang shotgun shells, and ammunition.

All prior military equipment use complied with the military equipment use policy that was in effect at the time. (See Government Code section 7071(d).)

FINANCIAL ANALYSIS

There is no cost associated with the Annual Report provided. Any replacement or addition of equipment purchase as a result of the authorization provided by the Board will be funded through the SSO's Fiscal Year 2024-25 Recommended Budget.

Attachment(s):

RES – Resolution

ATT 1 – Military Equipment Annual Report 2024

2024 AB481 Inventory Review Presentation



Sacramento County Sheriff's Office

Annual Military Equipment Use Report for 2024

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Jim Cooper, Sheriff

4500 Orange Grove Avenue, Sacramento, CA 95841

Military Equipment Use Policy

Specialized Enforcement Maximum Safety Equipment (SEMS)

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Sacramento Sheriff's Office.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue service weapons.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

706.2 POLICY

It is the policy of the Sacramento Sheriff's Office that members of this office comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Sheriff or authorized designee should designate a member of this office to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- a. Acting as liaison to the governing body for matters related to the requirements of this policy.
- b. Identifying the Sheriff's Office equipment that qualifies as military equipment in the current possession of the Sheriff's Office or the equipment the Sheriff's Office intends to acquire that requires approval by the governing body.
- c. Conducting an inventory of all military equipment at least annually.
- d. Collaborating with any allied agency that may use military equipment within the jurisdiction of Sacramento Sheriff's Office (Government Code § 7071).
- e. Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
- f. Publicizing the details of the meeting.
- g. Preparing for public questions regarding the Sheriff's Office's funding, acquisition, and use of equipment.
- h. Preparing the annual military equipment report for submission to the Sheriff or authorized designee and ensuring that the report is made available on the office website (Government Code § 7072).
- i. Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Sheriff's Office will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The [list of qualifying equipment](#) for the Sheriff's Office is available on SacSheriff.com under [Transparency](#).

706.5 APPROVAL

The Sheriff or the authorized designee shall obtain approval from the County Board of Supervisors by way of an ordinance adopting the military equipment policy. As part of the approval process, the Sheriff or the authorized designee shall ensure the proposed military equipment policy is submitted to the County Board of Supervisors and is available on the Sheriff's Office website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the County Board of Supervisors prior to engaging in any of the following (Government Code § 7071):

- a. Requesting military equipment made available pursuant to 10 USC § 2576a.
- b. Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- c. Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- d. Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of the Sheriff's Office.
- e. Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the County Board of Supervisors.
- f. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- g. Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Sheriff or the authorized designee should submit a military equipment report to the County Board of Supervisors for each type of military equipment approved within one year of approval and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Sheriff or the authorized designee should also make each annual military equipment report publicly available on the Sheriff's Office website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in the Sheriff's Office inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Sheriff's Office shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Sheriff's Office should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Military Use Equipment

Unmanned Aircraft System (UAS)

An unmanned aircraft along with the associated equipment utilized to enhance the safety of the community and officers.

Description, quantity, capabilities, lifespan, and purchase cost for current inventory:

1. **Autel EVO II 640T (RCPD)**, Cost: \$6,900, quantity: 1, Lifespan: 3-5 years. This is a remotely operated battery-powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator day or night.
2. **Autel EVO II Dual (RCPD)**, Cost: \$10,000, Quantity: 1, Lifespan: 3-5 years. This is a remotely operated battery-powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator day or night.
3. **Autel EVO II 6k**, Cost: \$2,100, Quantity: 1, Lifespan: 3 years. This is a remotely operated battery-powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator.
4. **DJI Inspire 2, Basic Video/Image capture** (See URL for full Specs), Cost: \$0 Donation, Quantity: 1, Lifespan, 3 Years, Annual Maintenance: \$600. Website: <https://www.dji.com/inspire-2>
5. **DJI Matrice 200**, Cost: No cost (donated), quantity: 1, Lifespan: 2-4 years. This is a remotely operated battery-powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator.
6. **DJI Matrice 600**, Cost: \$4,800, quantity: 1, Lifespan 3-5 years. This is a remotely operated battery-powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator.
7. **DJI Mavic 2 Enterprise Dual**, Cost: \$3,850, Quantity: 3, Lifespan: 3-5 years. This is a remotely operated battery-powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator day or night.
8. **DJI Mavic 2 Enterprise Zoom**, Cost \$3,000, Quantity: 5, Lifespan: 3-5 years. This is a remotely operated battery-powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator.
9. **DJI Mavic 2 Professional**, Cost: No cost (Obtained pursuant to California Civil Code Section 2080.6), Quantity: 1, Lifespan: 3-5 years. This is a remotely operated battery-powered

aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator.

10. **DJI Mavic Advanced**, Cost: \$10,000, Quantity:1, Lifespan: 3-5 years. This is a remotely operated battery-powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator day or night.
11. **DJI Mini 2**, Cost: \$450, Quantity: 10, Lifespan: 3-5 years. This is a remotely operated battery-powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator.
12. **DJI Phantom 4 Professional**, Cost: \$1,600, Quantity: 1, Lifespan: 3-5 years. This is a remotely operated battery-powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator.
13. **DJI Matrice 30T, DFR Capable / High res thermal/ Speaker/spotlight for de-escalation, (RCPD Purchase)** Cost: \$14,000, Quantity: 2, Lifespan: 3 Years, Annual Maintenance: \$700. Website: <https://www.dji.com/matrice-30>.
14. **DJI Avata, Mini indoor UAS / high-res daytime camera/ for indoor flight**, Cost: \$1,388, Quantity: 7, Lifespan: 3 Years, Annual Maintenance: \$500. Website:
15. **DJI M300, DFR Capable /Speaker/spotlight / Carry payload for search and rescue**, Cost: \$13,200, Quantity: 1, Lifespan: 3 years, Annual Maintenance: \$800. Website: <https://www.dji.com/matrice-300>.
16. **DJI Mavic 3 Enterprise, High-res video/crime scene and fatal collision reconstruction**, Cost: \$3,788, Quantity: 3, Lifespan: 3 Years, Annual Maintenance: \$800. Website: <https://www.dji.com/mavic-3-enterprise>
17. **DJI Mavic 3 Thermal**, Cost: \$5,748, Quantity: 3, Lifespan: 3-5 years. This is a remotely operated battery-powered aircraft designed to be operated within sight of the operator or a spotter. Each drone is equipped with a camera capable of relaying a real-time image back to the drone operator day or night.

Proposed Uses

The Sacramento County Sheriff's Office SCOUT program uses Unmanned Aerial System (UAS) craft of varying sizes and capabilities to enhance public safety. All the crafts used by the program are the same makes and models available for purchase by the public. The craft is used in compliance with all federal, state, and local laws and is not used in any way for routine patrol or surveillance of the public.

Justification:

The wide variety of UAS utilized by the Sacramento County Sheriff's Office augment the Air Operations detail. They provide an aerial perspective that is directly viewable by Incident Commanders and Tactical Commanders during critical incidents and high-risk events. Because of these UAS, commanders are able to make split-second decisions that keep officers and

surrounding citizens safe, as well as reduce the risk of use-of-force encounters with a sequestered suspect(s).

Rules of Use

14 CFR Part 107 Small Unmanned Aircraft Systems governs the use of drones. More information about the rules for public safety agencies can be found on the FAA website at https://www.faa.gov/uas/public_safety_gov/

The use of UAS is governed by Federal, State, and local laws and regulations. The Federal Aviation Administration (FAA) governs all aircraft rules and regulations for flight within the US National Airspace, including UAS

Sheriff's Office General Orders:

G.O 26-10 – Unmanned Aerial Systems

Training

All SSO UAS Pilots have FAA Part 107 Commercial UAS Pilot License and go through 40 hours of initial training prior to operating any UAS in the field. This training includes but is not limited to, Federal rules and regulations, State rules and regulations, SSO Policy, Flight training (day and night), and SSO Obtained FAA Authorizations.

Ensuring Compliance

The Sheriff's Office uses a Pilot and Equipment Flight Management System that alerts the administrators anytime a UAS exceeds standard operating procedures and when pilots are out of flight currency standards. The Federal Aviation Administration has the authority to perform a compliance check of Sheriff's Office UAS Operations at any time and the authority to revoke issued Certificate of Authorizations. The Sheriff's Office has the authority to investigate any suspected UAS Pilot misconduct and take disciplinary action up to and including termination.

Fiscal Impact

Annual Maintenance and battery replacement cost is approximately \$25,000.

Robots

Unmanned machines operating on the ground are utilized to enhance the safety of the community and officers.

Description, quantity, capabilities, lifespan, and purchase cost

1. **PackBot 510**, Cost: no cost (1033 program), Quantity: 5, Lifespan: 10 years. PackBot 510 is a man-transportable robot that performs bomb disposal, surveillance and reconnaissance, CBRN detection, and HazMat handling operations. PackBot 510 easily climbs stairs and navigates narrow passages, relaying real-time video, audio, and sensor data while the operator stays at a safer, standoff distance. The PackBot 510 manipulator lifts up to 44 lbs.
2. **Remote Andros F6-A**, Cost: \$250,000, Quantity: 1, Lifespan: 15 years. The Remote Andros F6-A is a heavy-duty robot with stair-climbing ability and an arm capable of lifting 65 lbs. The F6A also offers multiple communications options, a chassis and manipulator that allow

for accessories and tool combinations, and quick-release pneumatic wheels for rapid width reduction.

3. **Qinetic Dragon Runner Robot**, Cost: \$90,000, Quantity: 1, Lifespan: 8-10 years. This is a compact robot platform that can be hand-carried or transported inside a rucksack. It can be remotely operated from many hundreds of meters away, providing protection and safety to their operators.
4. **Robotex Avatar Tactical Robot**, Cost: \$57,618.80, Quantity 2, Lifespan: until deemed unusable. The AVATAR® enhances the capabilities of SWAT and tactical response teams by allowing them to quickly and safely inspect dangerous situations, there is no longer a need to send personnel in before you've had a chance to assess the situation. The AVATAR® enhances the capabilities of SWAT and tactical response teams by allowing them to quickly and safely inspect dangerous situations, there is no longer a need to send personnel in before you've had a chance to assess the situation.

Purpose

To be used to remotely gain visual/audio data, deliver HNT phone, open doors, disrupt packages, and clear buildings.

Justification:

Robots are used in place of a person when practical to safely accomplish a task without putting a person in harm's way. They can open doors, look at things, manipulate, or move items. They can deliver equipment, provide communication, and aid in de-escalation. Often the only alternative to using a robot is to put an officer or bomb technician, or tactical personnel, in great jeopardy to accomplish a task that could be safely performed with a robot.

Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate the robots identified at sections 2(a)(i) through (ii). Use is established by the Bomb Squad Commander and or Incident Commander.

Training

EOD Robot operators (PackBot, Qinetic Dragon, Remote Andros F6-A) must complete FBI Hazardous Devices School and FBI Robotics School. Robotex Avatar drivers include lecture, familiarization, and driving training.

Legal and Procedural Rules

It is the policy of the Sacramento County Sheriff's Office to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

Armored Vehicles

Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes.

Description, quantity, capabilities, lifespan, and purchased cost

1. **LENCO BEARCAT G2**, Cost: \$244,062 (2012 model), \$389,256 (2022 model), Quantity 2, Lifespan: 10 years. The Lenco Bearcat, G2, is an armored vehicle that seats 10-12 personnel with an open floor plan that allows for the rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

Purpose

To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

Justification

Should the Lenco Bearcat or Rook be removed from the current inventory, the ability to safely rescue, evacuate, and extricate civilians and law enforcement personnel from high-risk situations would be severely compromised and place the public, law enforcement, and the suspect(s) in an immediate higher degree of danger. In the instance in which there exists an active gun battle involving suspect(s) weapons such as high-power rifles and high-power handgun ammunition, or there exists a very high probability of the potential of an armed conflict occurring, normal "hardcover" such as standard patrol vehicles, body armor, helmets, portable shields, and even masonry or wood items, would not provide the adequate ballistic protection to safely evacuate and rescue civilians and public safety personnel from such an incident. This would effectively decrease the ability of law enforcement to provide lifesaving, harm-reduction measures to the public and their own personnel, while at the same time increasing the risk to the suspect(s).

Authorized Use

The use of armored vehicles shall only be authorized by a watch commander or SWAT commander based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

Fiscal Impact

\$8,000 maintenance, \$5,000 gas.

Training

All drivers/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

Legal and Procedural Rules

All drivers/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

High Mobility Multi-Purpose Wheeled Vehicle (HMMWV), 2.5 Ton Trucks, 5-Ton Trucks, or Wheeled Vehicles with attached Breaching or Entry Apparatus

Description, quantity, capabilities, lifespan, and purchased cost

1. **1985 AM General Corporation 5-Ton Truck**, Cost: no cost (1033 program), Quantity 1, Lifespan: 10 years. The AM General 5-Ton Vehicle is a military piece of construction equipment. It is outfitted with a dump bed and is all-wheel drive. The vehicle is not equipped with any weapons or weapon mounts nor is it intended to be deployed during any enforcement activity.

Purpose

The intended purpose of this vehicle is to provide aid in incidents involving major flooding at or around the Rio Cosumnes Correctional Center.

Authorized Use

This vehicle has never been deployed and the Sheriff's Office is currently in the process of eliminating it from the fleet.

Training

Operating this vehicle requires a Class B California Driver's License with an Air Brake Endorsement. All operators must utilize this vehicle in accordance with Sheriff's Office General Orders regarding vehicle operations.

Fiscal Impact

None

Legal and Procedural Rules

All drivers/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

2. **1992 AM General High Mobility Multipurpose Wheeled Vehicle (HMMWV)**, Cost: no cost (1033 program), Quantity:1, Lifespan unknown. The Youth Services HMMWV is a show vehicle that is deployed and operated by a team of deputies assigned to the Youth Services Unit. The onboard equipment is utilized by Sheriff's Deputies, attracting the attention of the public while providing tools to interact with them to bridge the gap between law enforcement and the community. The YSU HMMWV is equipped with: Law Enforcement Radio Equipment to communicate with public safety entities in the region, an Audio Speaker Public address system, Red and Blue exterior emergency response lighting white scene lighting/illumination Xbox game system Mounted televisions for multi-media use.
3. **2001 AM General HMMWV**, Cost: no cost (1033 program), Quantity:1, Lifespan unknown. The Youth Services HMMWV is a show vehicle that is deployed and operated by a team of deputies assigned to the Youth Services Unit. The onboard equipment is utilized by Sheriff's Deputies, attracting the attention of the public while providing tools to interact with them

to bridge the gap between law enforcement and the community. The YSU HMMWV is equipped with: Law Enforcement Radio Equipment to communicate with public safety entities in the region, an Audio Speaker Public address system, and Red and Blue exterior emergency response lighting, and white scene lighting/illumination.

Purpose

The YSU HMMWV's are deployed during community events at schools, parks, churches, car shows, and various other events as a static display. Additionally, the YSU HMMWV's are used for community parades.

Justification

The outfitted HMMWV vehicles are always popular with the public. They provide an opportunity for the Sacramento Sheriff's Office to interact with the youth in a manner that has proven favorable to a majority of kids. They are also a great way to answer general questions about law enforcement, and potentially recruit future generations to the profession.

Authorized Use

The YSU HMMWV's do not need special approval prior to deployment. It is deployed from the Sheriff's headquarters and is not used for routine patrol or transportation.

Training

Operating the vehicle does not require any special operator permits or licenses. However, basic EVOC training is a minimum requirement. Additionally, drivers are given multiple behind-the-wheel lessons to acclimate themselves to driving this unique vehicle. Using equipment associated with the YSU HMMWV's requires minimal familiarization training.

Fiscal

\$4,000 maintenance

Legal and Procedure Rules

All drivers/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

Tracked Armored Vehicles that Provide Ballistic Protection to Occupants and Utilize a Tracked System for Forward Motion**Description, quantity, capabilities, lifespan, and purchased cost**

1. **Ring Power ROOK- Modified CAT compact Track Loader chassis**, Cost: \$315,518.65, Quantity: 1, Lifespan: 10 years. The ROOK can be utilized by authorized SWAT personnel to identify, discover, and locate threats or hazards, including explosives and ballistic threats. The ROOK may be used to stabilize critical infrastructure and functions to minimize health and safety threats during a terrorist attack. During a terrorist attack, the ROOK will allow for law enforcement-protected response.

Purpose

To provide a capability for defensive ballistic protection in indoor and outdoor environments, rescue platforms for elevated structure rescue, and rough terrain environments where certain equipment would be limited.

Justification

Should the Lenco Bearcat or Rook be removed from the current inventory, the ability to safely rescue, evacuate, and extricate civilians and law enforcement personnel from high-risk situations would be severely compromised and place the public, law enforcement, and the suspect(s) in an immediate higher degree of danger. In the instance in which there exists an active gun battle involving suspect(s) weapons such as high-power rifles and high-power handgun ammunition, or there exists a very high probability of the potential of an armed conflict occurring, normal "hardcover" such as standard patrol vehicles, body armor, helmets, portable shields, and even masonry or wood items, would not provide the adequate ballistic protection to safely evacuate and rescue civilians and public safety personnel from such an incident. This would effectively decrease the ability of law enforcement to provide lifesaving, harm-reduction measures to the public and their own personnel while at the same time increasing the risk to the suspect(s).

Authorized Use

The ROOK shall be used by SWAT team members in a manner consistent with Department policy and training. Furthermore, only SWAT team members or those designated by the tactical commander, who have completed the appropriate training, will operate the ROOK.

Fiscal Impact

Maintenance cost \$7,000.

Training

All drivers/operators shall attend formalized instruction and be trained in ROOK operations and practical driving instruction.

Legal and Procedural Rules

It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

Mobile Incident Command (MIC)

Vehicles built or modified to facilitate operational control and direction of public safety units.

Description, quantity, capabilities, lifespan, and purchase cost

1. **Mobile Booking/ Command Vehicle, 2008 Wabash 53' Trailer**, Cost: no cost (1033 program), Quantity: 1, Lifespan: Depends on use. The vehicle is used infrequently. The Mobile Booking / Command Vehicle provides a mobile on-site platform for command, control, and communications during major incidents. It further facilitates mobile booking for incidents involving mass arrests.

2. **NOMAD Tactical Communications Vehicle (TCV), 2017 Ford 450 XLT**, Cost: \$479,455.58, Quantity: 1, Lifespan: Unknown. The NOMAD is deployed to major incidents that require a Tactical Dispatcher at an existing command post. It allows for Tactical Dispatchers to perform their duties in the field with direct contact with the Command Staff.

Purpose

To be utilized during major incidents at the direction of the Special Operations Commander or Sheriff's Office Fleet Manager.

Justification

This mobile booking trailer provides a comfortable and climate-controlled environment for those being arrested during a large-scale incident. The alternative would be to have them out in the elements during the process or transported to the Main Jail, where they would eventually be released in a potentially unfamiliar environment. Additionally, the ability to process arrested persons outside of the Main Jail allows patrol personnel to return to handling calls for service in a much more expeditious manner. This vehicle is configured with interoperable voice, video, and data capabilities that allow consistency of service for dispatch and intelligence in the field, in a climate-controlled and quiet environment. This vehicle is delivered to protracted critical incidents such as hostage situations, active shootings, and large natural disasters.

Authorized Use

These vehicles are to be utilized at the direction of the Special Operations Commander or Sheriff's Fleet Manager. These vehicles are not utilized during routine patrol or transportation.

Training

These vehicles do not require any special operator permits or licenses. All operators attend the appropriate training for operation in accordance with the California Department of Motor Vehicles.

Legal and Procedural Rules

It is the policy of the Sacramento County Sheriff's Office to utilize Command and Control Vehicles only for official law enforcement purposes and in accordance with established policy

Fiscal Impact

Approximately \$1500 per year

Taser Shockwave, Microwave Weapons, Water Cannon, and Long-Range Acoustic Device (LRAD)**Description, quantity, capabilities, lifespan, and purchased cost**

1. **LRAD Long Range Acoustic Device D100X**, Cost: All 3 devices purchased as a bundle for \$49,366.77, Quantity: 3, Lifespan: 10 Years. These LRADs are a communication device that allows the user to focus a broadcast on a specific person, group, structure, or area similar to how a spotlight focuses light when compared to a flood light. LRAD voice broadcast

systems are louder and significantly more intelligible than bullhorns and vehicle PA systems. LRAD systems ensure law enforcement's warnings, commands, and instructions are clearly heard and understood. They are capable of 140 decibels and have a maximum range of 600 meters.

2. **American Tech LRAD 1000X**, Cost: \$41,785 per unit, Quantity: 2, Lifespan: Unknown, purchased in 2008. These large LRAD devices are mounted atop Folsom Dam. They are used by Folsom Dam Bureau law enforcement personnel to communicate with boaters on the lake and visitors on the shore.

Purpose

The LRAD is used by the Folsom Dam Bureau to communicate with boaters on the lake and visitors on the shore.

The LRAD is used frequently in service of high-risk search warrants where Critical Incident Negotiations Team (CINT) members call the occupants out of a residence. This use of de-escalation lessens the chance of a force on force encounter between a suspect, officer, and citizens.

The LRAD is also used during protest activities to give warnings prior to arrest and to give instructions on avenues of egress prior to any arrests as required by section 726 of the Penal Code.

The LRAD can also be used in the event of a civil disaster, such as a flood or fire, to ensure that citizens are notified of potential harm.

Justification

The LRAD 100X BLK-Mag is used weekly by the Special Enforcement Detail and trained negotiators during high-risk search warrant services and other critical incidents. The LRAD is utilized as a communication device to give directions, announce law enforcement intent, and safely resolve incidents at the lowest level possible. The LRAD provides law enforcement with a loud, clear, audio warning device that may be used in numerous instances related to public safety.

Authorized Use

The LRAD shall only be used by officers trained in its deployment and used in a manner consistent with Department policy and training.

Training

SWAT, Marine, Folsom Dam Bureau, and CINT personnel are trained in its usage by their respective units.

Legal and Procedural Rules

The Sacramento County Sheriff's Office utilizes LRADs only for official law enforcement purposes and in accordance with established policy.

Fiscal Impact

Sacramento County Sheriff's Office

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Approximately \$100 per year

Less Lethal Launchers and Rounds

Less Lethal Launchers are utilized by department personnel as a less lethal tool to launch impact rounds.

Description, quantity, capabilities, and purchase cost

1. **DEFENSE TECHNOLOGY, 40MM SINGLE SHOT LAUNCHER, MODELS 1425, 1327, 1325**, Cost: \$984, Quantity: 41, Lifespan: 25 years. The above models are 40MM single launchers and share similar roles and characteristics. They are tactical single shot launchers, and fire standard 40mm less lethal ammunition. They will launch a 40MM less lethal round up to 131 feet and are only authorized to be used by specially trained personnel.
2. **DEFENSE TECHNOLOGY 37MM SINGLE LAUNCHER**, Cost \$1000, Quantity: 7, Lifespan: 25 Years. The Defense Technology 37mm single launcher is a tactical single-shot launcher, similar in characteristics and performance to the above-listed Penn Arms SL1-37. It fires standard 37mm less lethal ammunition, which gives similar performance to 40mm ammunition. These launchers are only authorized to be used by specially trained personnel.¹
3. **PENN ARMS SL6-37 37MM LAUNCHER**, Cost \$3000, Quantity: 9, Lifespan: 25 Years. The Penn Arms SL6-37MM Launcher is a tactical multi-launcher capable of firing 6 rounds before reloading. It will fire standard 37mm less lethal ammunition, which gives similar performance to 40mm less lethal ammunition. These launchers are only authorized to be used by specially trained personnel.¹
4. **PENN ARMS GL1-40**, Cost: \$984, Quantity: 4, Lifespan: 25 years. The GL1-40 is a tactical single-shot launcher and has the same function and similar characteristics as the above-listed models from Defense Technology. It will fire standard 40mm less lethal ammunition. It will launch a 40MM less lethal round up to 131 feet and is only authorized to be used by specially trained personnel.
5. **PENN ARMS PGL65**, Cost: \$3300, Quantity: 1, Lifespan: 15 years. The PGL65 is a 40mm launcher capable of launching six less lethal rounds before requiring reloading. It will launch a 40MM less lethal round up to 131 feet and is only authorized to be used by SWAT personnel.
6. **PENN ARMS SL1-37 37MM LAUNCHER**, Cost \$1140, Quantity: 5, Lifespan: 25 Years. The Penn arms SL1-37 37MM Launcher is a tactical single-shot launcher that fires standard 37mm less lethal ammunition, which gives similar performance to 40mm ammunition. These launchers are only authorized to be used by specially trained personnel.¹
7. **PENN ARMS SL65-37 37MM LAUNCHER**, Cost \$3000, Quantity: 1, Lifespan: 25 Years. The Penn Arms SL65-37MM Launcher is a tactical multi-launcher capable of firing 6 rounds before reloading. It is similar to the above-listed SL6-37, with the exception of the inclusion of a rifled barrel. It fires 37mm less lethal ammunition, which gives similar performance to

¹ These were previously in service but are still retained in inventory by the Sheriff's Office.

40mm less lethal ammunition. These launchers are only authorized to be used by specially trained personnel.²

8. **DEFENSE TECHNOLOGY L8 37MM LAUNCHER**, Cost \$3000, Quantity: 1, Lifespan: 25 Years. The Defense Technology L8 37mm Launcher is a tactical multi-launcher capable of firing 6 rounds before reloading, similar in characteristics and performance to the above-listed Penn Arms SL6-37. It will fire standard 37mm less lethal ammunition, which gives similar performance to 40mm less lethal ammunition. These launchers are only authorized to be used by specially trained personnel.²
 9. **DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE, #6325**, Cost: \$27.83, Quantity: 2500, Lifespan: 5 years. A less lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose-built 40mm grenade launcher with a rifled barrel at 325 FPS. The 30-gram foam projectile delivers 120 ft/lbs. of energy on impact. The 40mm Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 131 feet from the target.
 10. **DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT OC, #6320**, Cost: \$29.40, Quantity: 2500, Lifespan: 5 years. A less lethal 40MM lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40mm grenade launcher with a rifled barrel at 295 FPS. The 39-gram crushable foam projectile delivers 120 ft/lbs. of energy upon impact in addition to a dispersion of 5 grams of OC irritant. The 40mm Direct Impact OC Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 120 feet from the target.
 11. **DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT**, Cost: \$27.83, Quantity: 2500, Lifespan: 5 years. A less lethal 40mm lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40mm grenade launcher with a rifled barrel at 305 FPS. The 39-gram crushable foam projectile delivers 120 ft/lbs. of energy upon impact. The 40mm Direct Impact Round provides accurate and effective performance when fired from the approved distance of not less than 5 feet and as far as 120 feet from the target.
 12. **SAGE K01 37MM IMPACT ROUND**, Cost: \$25.00, Quantity: 250, Lifespan: 5 Years. A less lethal 37mm lightweight plastic and foam projectile fired from a single or multi-round purpose-built 37mm grenade launcher with a rifled barrel at 240 FPS. The 77.5-gram polyurethane projectile delivers 153 ft/lbs. of energy on impact.²
- SAGE K01LE IMPACT ROUND**, Cost: \$25.00, Quantity: 250, Lifespan: 5 Years. A less lethal 37mm lightweight plastic and foam projectile fired from a single or multi-round purpose-built 37mm grenade launcher with a rifled barrel at 175 FPS. The 77.5-gram polyurethane projectile delivers 81 ft/lbs. of energy on impact.²

Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or avoidable.

Justification

² These were previously in service but are still retained in inventory by the Sheriff's Office.

Chemical agents are used to help alleviate the need for officers to use potentially lethal options. In a situation where a suspect is shooting at officers, and chemical agents are deployed, it may induce a cease-fire and peaceful resolution to the situation. Cases around the nation have repeatedly proven this to be true, as chemical agents are utilized on an almost daily basis nationwide. Without the ability to use chemical agents, officers may be forced to enter barricaded residences, thus increasing the likelihood of a deadly encounter for either the officer or suspect. Studies related to the safety of chemical agents have shown them to be very safe to those who are exposed to the agent, with only short-term discomfort being the byproduct of their use.

Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

- h. Self-destructive, dangerous, and/or combative individuals.
- i. Riot/crowd control and civil unrest incidents.
- j. Circumstances where a tactical advantage can be obtained.
- k. Potentially vicious animals.
- l. Training exercises or approved demonstrations.

Training

Sworn members utilizing 40MM less lethal chemical agents or impact rounds are trained in their use by POST-certified less lethal and chemical agent instructors.

Fiscal Impact

Annual maintenance is approximately \$100 for each launcher.

Legal and Procedural Rules

Use is established under the following Sheriff's Office Policies:

G.O. 2/01 Authorized Firearms and Ammunition

G.O. 2/03 Firearms Training and Qualification

G.O.2/05 Use of Firearms

G.O. 2/09 Purchase, Issuance, and Inventory Control of Departmentally Owned Firearms

G.O. 2/11 Use of Force

G.O 2/15 Less Lethal Weapons

Less Lethal Shotgun

Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round.

Description, quantity, capabilities, and purchase cost

1. **REMINGTON 870 LESS LETHAL SHOTGUN**, Cost: \$750, Quantity: 587, Lifespan: 25 years. The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock

Beanbag Round from a distance of 5 to 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of de-escalation.

2. **SRM ARMS M1216 Less Lethal Shotgun**, Cost \$1,549, Quantity: 1, Lifespan: 25 Years. A single unit of this less lethal shotgun was purchased to conduct a trial and evaluation to determine its suitability for use by the Sheriff's Office. The unit did not perform as required, and no further units will be purchased. This item will not be issued for duty use.³
3. **12-GAUGE SUPER-SOCK BEANBAG ROUND**, Cost: \$5.25, Quantity: 50,000, Lifespan: No expiration date. A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). CTS Super-Sock rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and foregrip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Model 2581 Super-Sock is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to "unfold" or "stabilize." The Super-Sock is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or otherwise avoidable.

Justification

The Remington 870 Less Lethal Shotgun is the Sheriff's Office's primary less-lethal launcher. In many situations, officers rely on less lethal launchers to avoid the necessity to use lethal force. Less lethal launchers provide officers the means to deal with dangerous situations without having to close the distance with potentially armed or combative people. They can be used from greater, and thus safer, distances than other less lethal devices, such as Tasers or other conducted energy devices. Because they can be used from a distance, it creates less likelihood for the person causing the potential danger to get close enough to harm officers. In turn, this decreases the likelihood that officers will come under such threat and it becomes less likely that it will be necessary for officers to use greater levels of force. In this way, these less-lethal launchers and their associated ammunition fill a critical role in the tactical de-escalation process that other equipment would not be able to fulfill.

Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

- a. Self-destructive, dangerous, and/or combative individuals.

³ This item was in the Sheriff's office inventory but has not yet been issued for duty use.

- b. Riot/crowd control and civil unrest incidents.
- c. Circumstances where a tactical advantage can be obtained.
- d. Potentially vicious animals.
- e. Training exercises or approved demonstrations.

Training

Sworn members utilizing less lethal shotguns trained in their use by POST-certified less lethal and chemical agent instructors.

Fiscal Impact

Annual maintenance is approximately \$50 for each less-lethal shotgun.

Legal and Procedural Rules

Use is established under the following Sheriff's Office Policies:

G.O. 2/01 Authorized Firearms and Ammunition

G.O. 2/03 Firearms Training and Qualification

G.O.2/05 Use of Firearms

G.O. 2/09 Purchase, Issuance, and Inventory Control of Departmentally Owned Firearms

G.O. 2/11 Use of Force

G.O 2/15 Less Lethal Weapons

Distraction Devices

"Flashbang" Grenades and Explosive Breaching Tools Devices that create a distraction during a hostage rescue, room entry, or high-risk arrest situations.

Description, quantity, capabilities, lifespan, and purchased cost

1. CTS 7290 series Flash-Bangs (Diversionary Device), cost: \$39 per unit, quantity: 480, lifespan: 5 years. The Flash Bang produces atmospheric overpressure and brilliant white light that causes short-term physiological/ psychological sensory deprivation (Approximately 6-8 Seconds) to give officers a tactical advantage.
2. CTS 4090 series 40mm Aerial Flash-Bang (Diversionary Device), cost: \$39 per unit, quantity: 50, lifespan: 5 years. The Flash Bang produces atmospheric overpressure and brilliant white light that causes short-term physiological/ psychological sensory deprivation (Approximately 6-8 Seconds) to give officers a tactical advantage. The aerial flashbang allows for a distraction device that has minimal fire risk if a deployment is considered reasonable in a rural environment.

Purpose

Flash-Bang devices are used during training and tactical events when a diversion or distraction is believed to be an effective tool to bring an event to a safe resolution.

Justification

Light sound diversionary devices (flash-bangs) utilize flash powder to deflagrate, which emits heat, light, and sound from the device. This is designed to very temporarily overwhelm a human being's sensory system. The fractions of a second which are potentially gained through the use of flash bangs can provide deputies a window of opportunity to achieve resolution in high-risk situations.

Authorized Use

Flashbangs are used in accordance with established state and federal law.

Fiscal Impact

\$2000 Per Year

Training

SWAT personnel receive training internally when they transfer to the unit as well as POST certified in-class training. Additional training will be completed annually to re-certify members of the SWAT team in the use and deployment of the Flash-Bang devices. Non-SWAT personnel attend a POST-certified class in the use and deployment of the Flash-Bang device.

Legal and Procedural Rules

Flashbangs are used in accordance with Operations Orders 2/04 and 2/05, as well as in accordance with established state and federal law.

Rifles

Firearms that are equipped with shoulder stocks and long, spirally grooved barrels intended to make bullets spin and thereby have greater accuracy over longer distances.

Description, quantity, capabilities, and purchase cost

1. **SEEKINS .308 CALIBER RIFLE, MODEL SP-10M**, Cost: \$5000, Quantity: 8, Lifespan: 5 years. This rifle is issued to specially trained SWAT personnel and is used to provide overwatch during special operations and to address targets that may be behind barricades, wearing heavy armor, or require precision or distance capabilities exceeding those of standard patrol rifles.
2. **SIG SAUER .308 CALIBER RIFLE, MODEL 716G2**, Cost: \$1500, Quantity: 16, 15 years. This rifle is issued to authorized personnel assigned to the Sheriff's Folsom Dam Bureau and is used to provide overwatch during special operations and to address targets that may be behind barricades, wearing heavy armor, or require precision or distance capabilities exceeding those of standard patrol rifles. This weapon complies with the special requirements of SSO's contract with the U.S. Bureau of Reclamation to provide infrastructure security to Folsom Dam.
3. **DANIEL DEFENSE 11.5" RIFLE, MODEL DDM4 V7**, Cost: \$1775, Quantity: 18, Lifespan: 20 years. A rifle that fires an intermediate-power cartridge (.223). It is a short-barreled select fire rifle which allows a trained officer better control inside of structures with greater accuracy than a handgun. This rifle is issued only to specially trained SWAT personnel.

4. **DANIEL DEFENSE 11.5" RIFLE, MODEL DDM4 V7S**, Cost: \$1300, Quantity: 7, Lifespan: 15 Years. A rifle that fires an intermediate-power cartridge (.223). It is a short-barreled rifle that allows a trained officer better control inside of structures with greater accuracy than a handgun. This rifle is semi-automatic only and is issued to specially-trained personnel.
5. **COLT 10.5" RIFLE, MODEL LE6946CQB**, Cost: \$2067, Quantity: 26, Lifespan: 20 years. A rifle that fires an intermediate-power cartridge (.223). It is a short-barreled select fire rifle which allows a trained officer better control inside of structures with greater accuracy than a handgun. This rifle is issued to specially trained personnel and/or kept on hand as backup equipment for the above Daniel Defense DDM4 V7 rifles.
6. **COLT AR-PATTERN 5.56 CALIBER RIFLE**, (MODELS LE6920, AR15A3, MATCH TARGET, LE6940, SPORTER II), cost \$897, Quantity: 575, Lifespan: 20 years. These rifles are the Sheriff's Office's standard-issue patrol rifles. Prior to using a rifle, officers must attend POST-certified training in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification two times a year. The above models are largely interchangeable, with the differences between models being limited largely to cosmetic or ergonomic differences only, for example, the contour of the handguards. As they have substantial parts commonality, an inventory of older out-of-service rifles is maintained for use as spare parts on rifles currently in service.⁴
7. **ARMALITE 5.56 CALIBER RIFLE, MODELS M15A4**, Cost \$897, Quantity: 24, Lifespan: 20 Years. These have similar characteristics as the above Colt AR-Pattern rifles. They are largely interchangeable with our standard issue rifles, with the differences between models being limited largely to cosmetic or ergonomic differences only, for example, the contour of the handguards. No Armalite rifles are currently issued for duty but are kept on hand as a backup inventory and for use as training rifles.
8. **HECKLER & KOCH MP5K 9MM**, Cost \$1000, Quantity: 2, Lifespan: 20 Years, Annual Maintenance: \$250 per rifle. The Heckler & Koch MP5K is an automatic 9mm firearm larger than a pistol, but smaller than a rifle. It was formerly in service with specially trained SWAT officers. The Sheriff's Office retained two of these firearms in its inventory, neither of which are currently issued for duty use.
9. **SPEER GOLD DOT .223 CALIBER 55 GRAIN RIFLE ROUND**, Cost: \$223 per case of 500, Quantity: 2000 cases, Lifespan: No expiration. Remington ammo made by Speer is reloadable, and features nickel-plated brass cases and non-corrosive Boxer primers. The Gold Dot LE ammunition goes through a process of joining the jacket and core one molecule at a time, thanks to this Speer eradicates the potential for the leading cause of bullet failure (jacket/core separation). This process will guarantee extraordinary weight retention through barriers as strong as auto-glass. In addition to its remarkable strength, Gold Dot rifle ammunition asserts remarkable accuracy. With exact tolerances and unparalleled bullet uniformity of jacket thickness.

⁴ This item is in the Sheriff's office inventory but has not yet been issued for duty use and was not included on the previous AB 481 list.

10. **HORNADY TAP ELD-MATCH .308 168GR AR SNIPER RIFLE ROUND**, Cost: \$1.05/round, quantity: 20,000 Rounds, Lifespan: No expiration. Designed specifically for the 308 AR-10 platform and its variants, the resilient tip of the ELD Match bullet aids in reliable feed and function, and the propellant is specifically tailored to efficiently operate in the AR-10. The 168-gr.tip delivers excellent performance and features a resilient, heat-resistant polymer tip that improves the ballistic coefficient, resulting in higher impact velocities, less drop, less wind drift, and more energy on target.
11. **HORNADY TAP ELD-MATCH .308 165GR GMX HEAVY BARRIER SNIPER ROUND**, Cost: \$1.52/round, Quantity: 5,000 Rounds, Lifespan: No expiration. The bullet is similar to the above-listed Hornady TAP ELD Match AR Sniper ammunition but is designed to penetrate heavy barriers such as 1-inch laminated glass with exceptional weight retention while still delivering superior performance.
12. **HORNADY TAP ELD-MATCH .308 110GR URBAN SNIPER ROUNDS**, Cost: \$1.45/round, Quantity: 5,000 Rounds, Lifespan: No expiration. The bullet is similar to the above-listed Hornady TAP ELD Match AR Sniper ammunition but is designed to NOT over-penetrate while maintaining weight retention and still delivering superior performance.

Purpose

To be used, when appropriate, as weapons to address threats with more precision and/or across greater distances than a handgun.

Justification

The Daniel Defense M4 provides SED/SWAT team members the ability to provide citizens, victims, and officers with a higher level of protection/defense against a violent subject who is armed.

The Seekins Sp-10M is a new rifle to SED. The rifle has been deployed by SED sniper/ observers approximately eight (8) times since its adoption in 2021. Previous iterations of sniper rifles have been deployed by SED sniper/ observer teams numerous times to assist in observation or to provide firing solutions during critical incidents when no other means/ resources were available or as necessary. Additionally, the long-range capabilities of the rifle allow law enforcement personnel to retain a large standoff distance from a dangerous suspect, thereby increasing officer safety.

The **Sig Sauer 716G2** was chosen for its ability to serve as a precision rifle in a similar role as the SEEKINS SP-10M (45), and at the same time fill a similar role to a standard-issue patrol rifle should such a need arise. In this way, it would eliminate the need for staff to issue a **Sig Sauer 716G2** to carry two rifles, one for precision use and one for all other appropriate applications. The need for officers issued a Sig Sauer 716G2 to have access to a precision rifle stems from their assignment to a facility tasked with maintaining such a capability per federal contract, and to aid in their response to a potential terror attack. Additionally, the long-range capabilities of the rifle allow law enforcement personnel to retain a large standoff distance from a dangerous suspect, thereby increasing officer safety.

Law enforcement is tasked with responding to dangerous events which may require an armed response. In certain circumstances, it may become necessary for an officer to discharge their firearm in the course of duty. In these situations, officers equipped with rifles are able to place rounds accurately. This results in an increase in safety for the public and officers. **Speer Gold Dot Soft Point .223 Caliber 55 Grain Rifle** Rounds were selected to be used in conjunction with the rifle utilized by the Sheriff's Office.

The Sheriff's Office utilizes the **Hornady TAP ELD-Match 168 grain AR .308 caliber rifle ammunition** as the primary ammunition for the Seekins SP-10M precision rifle. This ammunition is designed specifically for the AR-10 platform. The resilient tip of the ELD Match bullet aids in reliable feed and function, and the propellant is specifically tailored to efficiently operate in the AR-10. The 168 gr. ELD- Match bullet with Heat Shield tip delivers excellent terminal performance, limiting over penetration. Hornady TAP Precision features a resilient, heat-resistant polymer tip that improves the ballistic coefficient, resulting in higher impact velocities, less drop, less wind drift, and more energy on target, making it extremely accurate and reliable. This specific ammunition has a pinned primer that prevents the primer from "blowing back" into the chamber and causing failures in the firearm. SED sniper/ observers rigorously tested several brands of ammunition and determined the Hornady TAP ELD-Match 168 grain AR .308 caliber rifle ammunition to be the best ammunition to fit their needs and performance with the Seekins SP-10M.

Hornady TAP ELD-Match 168 grain Heavy Barrier .308 caliber rifle ammunition is utilized in conjunction with the Seekins SP-10M precision rifle. Hornady TAP ELD-Match 168 grain AR .308 caliber rifle ammunition has been deployed by SED sniper/ observer teams to assist in observation or to provide firing solutions during critical incidents when no other means/ resources were available or as necessary.

Authorized Use

Only members that have attended POST-certified rifle training are authorized to use a rifle.

Fiscal Impact

Annual maintenance is approximately \$250 for each rifle.

Training

Prior to using a rifle, officers must attend POST-certified training in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification two times a year.

Legal and Procedural Rules

Use is established under the following Sheriff's Office Policies:

G.O. 2/01 Authorized Firearms and Ammunition

G.O. 2/03 Firearms Training and Qualification

Sacramento County Sheriff's Office

Military Equipment Use Report 2024

G.O.2/05 Use of Firearms

G.O. 2/09 Purchase, Issuance, and Inventory Control of Departmentally Owned Firearms

G.O. 2/11 Use of Force

.50 Caliber Rifles and Ammunition

Weapons that fire a .50 caliber round, which has greater capabilities for distance and barrier penetration than standard precision rifles.

Description, quantity, capacities, and purchase cost

1. **BARRET .50 CALIBER RIFLE, MODEL M82A1**, Cost: \$5000, Quantity: 1, Lifespan: 5 years. The Barrett M82A1 fires a heavier round than the patrol rifle or precision .308 rifle. It is utilized when there is a potential need to engage an armored target further away than the capabilities of other issued rifles or to engage a target behind a heavy barrier such as thick metal. This rifle is only used by specially trained SWAT personnel.
2. **HORNADY A-MAX 750 GRAIN .50 BMG AMMUNITION**, Cost: \$8.99/Round, Quantity: 1000 Rounds, Lifespan: No expiration. This ammunition is used with the Barrett M82A1 precision .50 caliber rifle.

Purpose

To be used, when appropriate, as weapons to address threats with more precision and/or across greater distances or through greater barricade or armor than a standard precision rifle.

Justification

The Barret M821A1 is a high-powered rifle deployed by specifically trained SED sniper/ observers. This rifle may be utilized to provide observation or to provide firing solutions during critical incidents when no other means/ resources are available or as necessary. This rifle can provide highly accurate firing solutions capable of debilitating engine blocks in vehicles (big rigs attempting to crash into the Capitol building or mass casualty vehicle vs. pedestrian incidents). This rifle may also be used to break through hardened barriers where other rifles and/ or ammunition are not powerful enough to penetrate, such as; bank teller glass during hostage incidents, engine blocks, or other thick metal.

The Hornady A-Max Match 750 grain 50 BMG rifle ammunition is a high-powered rifle ammunition deployed in conjunction with the Barret M82A1 by specifically trained SED sniper/ observers. This rifle and ammunition may be utilized to provide observation or to provide firing solutions during critical incidents when no other means/ resources are available or as necessary. This ammunition can provide highly accurate firing solutions capable of debilitating large engine blocks in vehicles as well defeat heavy ballistic barriers. This ammunition may also be used to break through hardened barriers where other rifles and/ or ammunition are not powerful enough to penetrate, such as; bank teller glass during hostage incidents, engine blocks, or other thick metal.

Authorized Use

Only members that have attended POST-certified rifle training are authorized to use a rifle. Additionally, this rifle is only used by specially trained SWAT officers.

Fiscal Impact

Annual maintenance is approximately \$100 for each rifle.

Training

Prior to using a rifle, officers must attend POST-certified training in the operation of rifles. Additionally, all members that operate any rifle are required to pass a range qualification two times a year. This rifle is only used by specially trained SWAT officers.

Legal and Procedural Rules

Use is established under the following Sheriff's Office Policies:

G.O. 2/01 Authorized Firearms and Ammunition

G.O. 2/03 Firearms Training and Qualification

G.O.2/05 Use of Firearms

G.O. 2/09 Purchase, Issuance and Inventory Control of Departmentally Owned Firearms

G.O. 2/11 Use of Force

Explosive Breaching Tools

Battering Rams, Slugs, and Breaching Apparatus that are explosive in nature. Items designed to safely gain entry into a structure. Items designed to remove a lock, such as bolt cutters, or handheld ram designed to be operated by one person, are specifically excluded from the section.

Description, quantity, capabilities, lifespan and purchased cost

1. **Detonating Cord**, cost: \$1 per foot, quantity: 750 Feet, lifespan: Depending on usage. A detonating cord is a thin flexible tube filled with [pentaerythritol tetranitrate](#) (PETN). With the PETN exploding at a rate of approximately 6400 m/s, any common length of detonation cord appears to explode instantaneously. It is a high-speed fuse that explodes, rather than burns, and is suitable for detonating high explosives.
2. **Blasting Cap**, cost: \$18 per unit, quantity: 50, lifespan: 10 years. A blasting cap is a small sensitive primary explosive device used to detonate a larger, more powerful, and less sensitive secondary explosive such as TNT, Dynamite, or plastic explosive. Blasting caps come in a variety of types, including non-electric caps, electric caps, and fuse caps.

Purpose

To be used during tactical operations to gain entry into a structure safely.

Justification:

Energetic breaching is used in extreme circumstances when there is either no alternative or no desirable alternative to gain entry into a structure safely. It may also be used as a distraction or a means of gaining an alternate entry point when it is reasonably safe to do so. Energetic

breaching requires specially trained EOD Bomb Technicians or SED Breachers. Energetic breaching may only occur with the authorization of an Incident Commander, Tactical Commander, primarily in exigent, life-threatening circumstances when deadly force would be authorized.

Authorized Use

Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises.

Fiscal Impact

Not applicable

Training

Explosive Breaching technicians are required to complete a departmentally approved Explosive Breaching Course.

Legal and Procedural Rules

All explosive breaching tools are to be used for official law enforcement purposes and pursuant to State and Federal Law.

PepperBall Launchers, Chemical Agents and Smoke Canisters

Tear Gas and Pepper Ball Devices that contain a chemical agent that is released when deployed.

Description, quantity, capabilities, lifespan and purchased cost

1. **CTS Ferret 40mm Liquid Barricade Penetrator Round, CS (Model 4330)** Cost: \$33 per unit, Quantity: 250, Lifespan: 5 Years. The Liquid CS-filled projectile penetrates intermediate barriers and delivers irritant agents into an adjacent room.
2. **CTS Pyro CS Grenade – Baffled (Model 5230B)** Cost: \$51 per unit, Quantity: 225, Lifespan: 5 Years. The CS Pyro Grenade is a compact, chemical agent device that provides safe expulsion of approximately 25 grams of active agent during its 20-40 second discharge time, with minimal risk of fire. It is safe to use inside of a residence. This grenade is 6.2 in. by 2.6 in.
3. **CTS Pyro CS Grenade (Model 5230)** Cost: \$53 per unit, Quantity: 245, Lifespan: 5 Years. The CS Pyro Grenade is a compact, chemical agent device that provides safe expulsion of approximately 100 grams of active agent during its 20-40 second discharge time, with minimal risk of fire. It is safe to use inside of a residence. This grenade is 6.2 in. by 2.6 in.
4. **CTS Pyro CS Grenade (Model 8230)** Cost: \$35 per unit, Quantity: 175, Lifespan: 5 Years. The CS Pyro Grenade mini is a compact, chemical agent device that provides safe expulsion of approximately 25 grams of active agent during its 20-40 second discharge time, with minimal risk of fire. It is safe to use inside of a residence. This grenade is 4.9 in. by 1.4 in.
5. **CTS OC Vapor Aerosol Grenade (Model 6340)** Cost: \$52 per unit, Quantity: 150, Lifespan: 5 Years. The CTS OC Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist. The OC Vapor

Aerosol Grenade is ideal for cell extractions or barricade situations where the use of pyrotechnic, powder, or liquid devices is not practical or desired.

6. **CTS CS Vapor Aerosol Grenade (Model 6330)** Cost: \$51 per unit, Quantity: 150, Lifespan: 5 Years. The CTS CS Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of CS in a powerful mist that is best used indoors and requires no personal decontamination.
7. **CTS OC/CS Vapor Aerosol Grenade (Model 6343)** Cost: \$55.80 per unit, Quantity: 130, Lifespan: 5 Years. The CTS CS Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of CS in a powerful mist that is best used indoors and requires no personal decontamination.
8. **CTS CS Expulsion Grenade (Model 5430)** Cost: \$59.90 per unit, Quantity: 95, Lifespan: 5 Years. The CTS CS Expulsion Grenade is for law enforcement and corrections use to deliver a high concentration of CS chemical agent in a powder payload. Provides the best results when used indoors.
9. **CTS OC Expulsion Grenade (Model 5440)** Cost: \$59.90 per unit, Quantity: 80, Lifespan: 5 Years. The CTS OC Expulsion Grenade is for law enforcement and corrections use to deliver a high concentration of OC chemical agent in a powder payload. Provides the best results when used indoors.
10. **CTS CS Jet-Lite Rubber Handball Grenade (Model 9230)** Cost: \$35.47 per unit, Quantity: 25, Lifespan: 5 Years. The 9230 CS Jet-Lite Rubber Ball Grenade is one of the small-diameter burning grenades that discharges a high volume of chemical agents through multiple emission ports. This grenade is used specifically for outdoor use and should not be deployed indoors due to fire-producing capability. Can be hand thrown or launched.
11. **Defense Technology CS Han-Ball Grenade (Model 1092)** Cost: \$56.45 per unit, Quantity: 58, Lifespan: 5 Years. This launchable grenade holds approximately 0.29 oz. of active agent that it expels in approximately 10-25 Seconds. The grenade is a fast-burning, high-volume continuous discharge grenade.
12. **Defense Technology CS Barricade Penetrator (Model 2262)** Cost: \$27 per unit, Quantity: 58, Lifespan: 5 Years. Liquid CS-filled projectile penetrates intermediate barriers and delivers irritant agents into an adjacent room.
13. **Defense Technology First Defense 1.3% MK-9 Fogger OC Aerosol (Model 43953)** Cost: \$58.50 per unit, Quantity: 50, Lifespan: 5 Years. This tool is intended for use in crowd management and will deliver 14 short bursts of OC at an effective range of 18-20 ft. This 1.3% MC OC aerosol product utilizes a cone or fogger delivery method providing a wide spray pattern for easier target acquisition.
14. **Defense Technology First Defense 1.3% MK-9 Stream OC Aerosol (Model 56895)** Cost: \$59.10 per unit, Quantity: 50, Lifespan: 5 Years. This tool is intended for use in crowd management and will deliver 14 short bursts of OC at an effective range of 18-20 ft. This 1.3% MC OC aerosol product utilizes a stream delivery method providing a target-specific, strong concentrated stream for greater standoff.

15. **CTS Sting-Ball Grenade (Model 9590)** Cost: \$65.30 per unit, Quantity: 75, Lifespan: 5 Years. Multi-effect grenades with a loud blast, bright flash, and dispersion of stinging .31 caliber pellets. Can also be configured to dispense an instantaneous cloud of irritant powder
16. **CTS Sting-Ball Grenade with CS Agent (Model 9593)** Cost: \$68.30 per unit, Quantity: 70, Lifespan: 5 Years. Multi-effect grenades with a loud blast, bright flash, and dispersion of stinging .31 caliber pellets. The device is configured to dispense an instantaneous cloud of CS irritant powder
17. **CTS CS Tear-Ball Grenade (Model 9430)** Cost: \$63.30 per unit, Quantity: 50, Lifespan: 5 Years. Tear Ball Grenades are explosive "rubber-ball" style grenades that upon initiation eject a powder agent of CS, CN, OC, or talc into a radius surrounding the device. Tear Balls are primarily used for crowd control in indoor and outdoor situations.
18. **CTS Triple Phase CS Smoke Grenade (Model 5231)** Cost: \$64.60 per unit, Quantity: 65, Lifespan: 5 Years. CS Triple Phaser canister grenade is a large-diameter grenade consisting of 3 separate aluminum canisters pressed together with separate charges between each canister. When deployed, the grenade will separate over a broad space to give a wider area of coverage. Can be launched or thrown.
19. **CTS White Smoke Grenade (Model 6210)** Cost: \$50.25 per unit, Quantity: 50, Lifespan: 5 Years. White outdoor smoke grenades are used for obscuring tactical movement and signaling or marking a landing zone.
20. **Pepper Ball VKS Launcher** Cost: \$850 per unit, Quantity: 8, Lifespan: 20 Years. The Pepper Ball launcher is a carbon dioxide (CO2) powered device designed to fire non-lethal Pepper Ball projectiles. They may be used in crowd control and Mobile Field Force situations to limit the escalation of conflict where the employment of lethal force is prohibited or undesirable. These launchers are not classified as firearms and are described as non-lethal by the manufacturer. Pepperball launchers are designed to deliver less lethal Pepper Ball projectiles for the purpose of incapacitating, immobilizing, or stunning a human being through the infliction of a less-than-lethal impairment of physical condition, function, or senses, including physical pain or discomfort.
21. **Pepper Ball VXR Live-X Projectile** Cost: \$3 per unit, Quantity: 12,000, Lifespan: Until Expired. The VXR Live-X Projectile is a non-lethal round. The projectile contains approximately 10x the PAVA of the VXR LIVE projectile. This projectile is best for direct impact or area saturation. Discharged from a Pepper Ball Launcher, the projectile has a velocity of 280-425 FPS. The projectile has a direct impact of 150ft and an area of saturation of 390+ ft. The projectile contains 2.5% PAVA powder.

Purpose

Used to assist members of the SWAT team to bring a dangerous event to a safe resolution. This item may be utilized by trained SWAT and Mobile Field Force personnel in crowd control and Mobile Field Force Deployments or in a correctional setting where necessary.

Justification

Any critical incident will effectively put a strain on the daily functions of patrol and responding to citizens' calls for service. When officers are dealing with a critical incident, all other emergencies that citizens may have are often prioritized below the critical incident. During a critical incident, neighbors are evacuated from their homes for their safety for several hours, roads are closed and businesses may be shut until the incident is resolved. Chemical agents may be used to ensure that the incident is resolved in a timely manner, limiting the impact on the citizens.

Chemical agents are used to help alleviate the need for officers to use potentially lethal options. In a situation where a suspect is shooting at officers and chemical agents are deployed, it may induce a cease-fire and peaceful resolution to the situation. Cases around the nation have repeatedly proven this to be true, as chemical agents are utilized on an almost daily basis nationwide. Without the ability to use chemical agents, officers may be forced to enter barricaded residences, thus increasing the likelihood of a deadly encounter for either the officer or suspect. Studies related to the safety of chemical agents have shown them to be very safe to those who are exposed to the agent, with only short-term discomfort being the byproduct of their use.

Authorized Use

All items are used in accordance with established state and federal law. It is further used in accordance with established department policy, including Operations Orders 2/04 and 2/05, General Orders 2/08, 2/11, and 2/15.

Training

SWAT operators who utilize these munitions have been through and successfully completed a POST-approved gas school and/or trained in-house by POST-certified chemical agent instructors. Non-SWAT personnel attend a POST-certified class in the use and deployment of the above-mentioned device.

Fiscal Impact

Total: \$24,100

Breakdown of total:

CTS Ferret 40mm Liquid Barricade Penetrator Round, CS (Model 4330): \$1500

CTS Pyro CS Grenade – Baffled (Model 5230B): \$2500

CTS Pyro CS Grenade (Model 5230): \$2500

CTS Pyro CS Grenade (Model 8230): \$2000

CTS OC Vapor Aerosol Grenade (Model 6340): \$1500

CTS CS Vapor Aerosol Grenade (Model 6330): \$1500

CTS OC/CS Vapor Aerosol Grenade (Model 6343): \$1000

CTS CS Expulsion Grenade (Model 5430): \$1000

CTS OC Expulsion Grenade (Model 5440): \$1000

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CTS CS Jet-Lite Rubber Handball Grenade (Model 9230): \$750

Defense Technology CS Han-Ball Grenade (Model 1092): \$750

Defense Technology CS Barricade Penetrator (Model 2262): \$500

Defense Technology First Defense 1.3% MK-9 Fogger OC Aerosol (Model 43953): \$1500

Defense Technology First Defense 1.3% MK-9 Stream OC Aerosol (Model 56895): \$1500

CTS Sting-Ball Grenade (Model 9590): \$1000

CTS Sting-Ball Grenade with CS Agent (Model 9593): \$1000

CTS CS Tear-Ball Grenade (Model 9430): \$750

CTS Triple Phase CS Smoke Grenade (Model 5231): \$1000

CTS White Smoke Grenade (Model 6210): \$750

Pepper Ball VKS Launcher: \$100

Pepper Ball VXR Live-X Projectile: Replacement as used

Legal and Procedural Rules

Use is established under established Sheriff's Office policy and in accordance with established state and federal laws.

Maintenance of Military Supply Levels

When stocks of military equipment listed within the aforementioned sections have reached significantly low levels or have been exhausted, the Sacramento County Sheriff's Office may order up to 10% of the stock in a calendar year without the Board of Supervisors approval to maintain essential availability for the department's needs, and not be found in a position of being depleted of emergency resources for a critical event and/or ongoing event, such as incidents of civil unrest, or long-term, large-scale tactical operations. As such, the SSO is authorized to acquire additional stock of items listed here from other law enforcement agencies or contracted vendors in the event of an emergency, when approved by the Sheriff or their designee.

New Equipment Requested

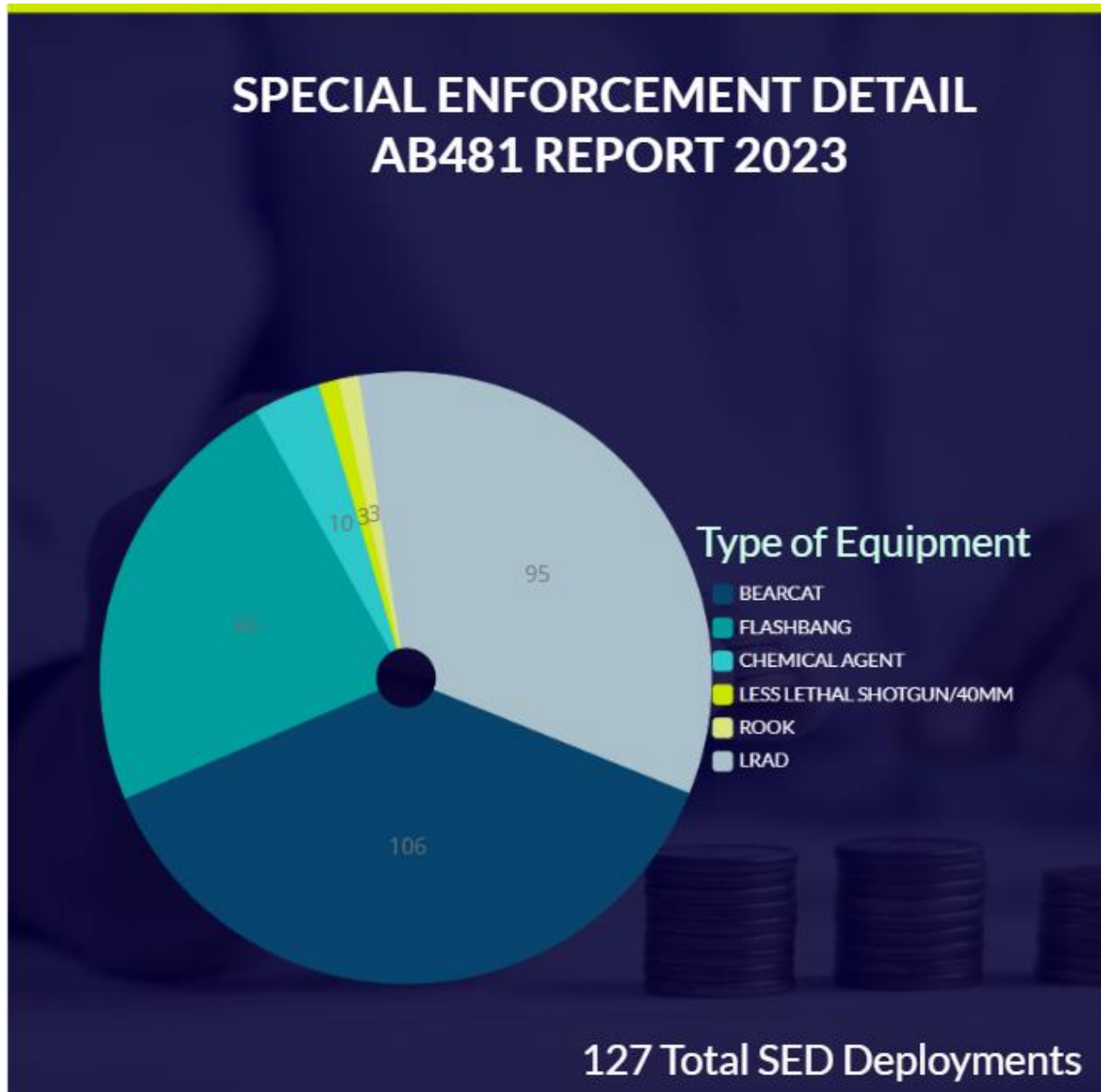
The Sheriff's Office respectfully requests the purchase of the following additional equipment for Fiscal Year 2024-2025.

1. **DJI Matrice 30T, DFR Capable / High res thermal/ Speaker/spotlight for de-escalation, (RCPD Purchase)** Cost: \$14,000, Quantity: 3, Lifespan: 3 Years, Annual Maintenance: \$700. Website: <https://www.dji.com/matrice-30>.
2. **Event 38 Unmanned Systems E400ISR Vertical Takeoff and Landing Fixed Wing Drone,** Cost: \$43,760, **(Funding through State ORT Grant)** Quantity: 2, Lifespan: 4-5 Years, Annual Maintenance: \$1200, Website: [E400 ISR – Event 38 Unmanned Systems](#)

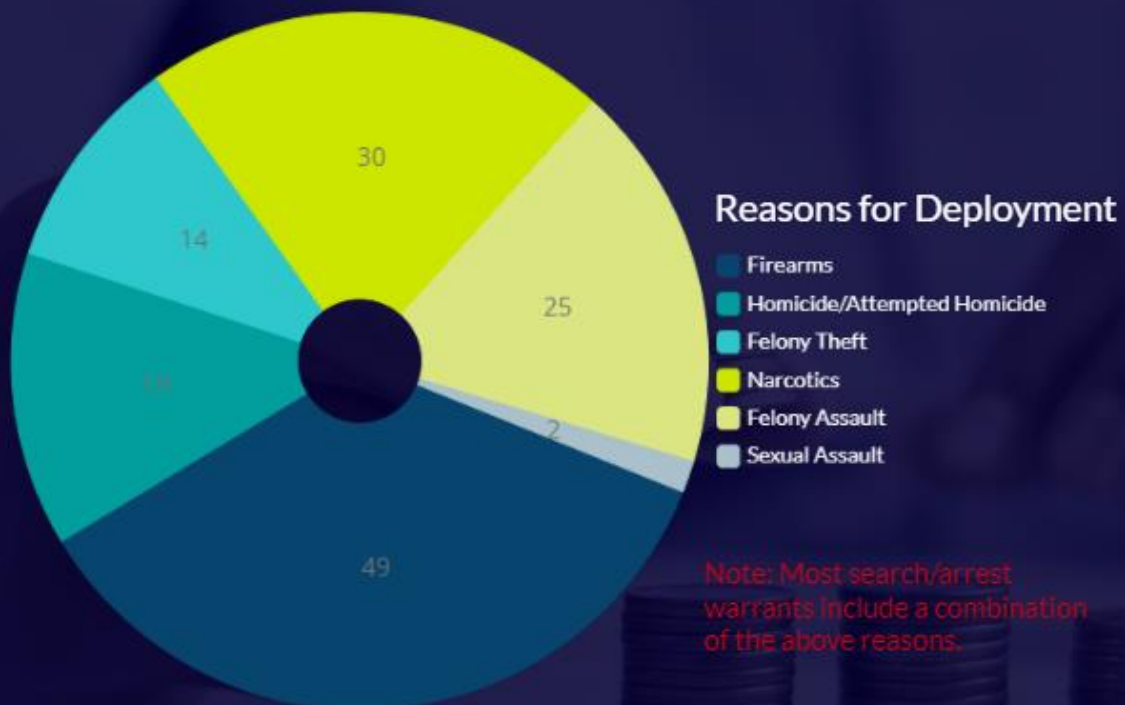
3. **PENN ARMS L140-4, Cost: \$1,511.00, Quantity: 5, Lifespan: 25 years,** The L140-4 is a tactical single-shot 40mm launcher and has the same function and similar characteristics as the older version GL1-40. It will fire standard 40mm less lethal ammunition. It will launch a 40 mm less lethal round up to 180 feet and is only authorized to be used by specially trained personnel.
4. **P540-3 COLLAPSIBLE STK PGL65-40 40MM MULTI LAUNCHER PENN ARMS,** Cost: \$3022.73, Quantity: 3, Lifespan 15 Years. The P540-3 is a 40mm launcher capable of launching six less lethal rounds before requiring reloading. It will launch a 40MM less lethal round up to 180 feet and is only authorized to be used by SWAT personnel. It is similar to the older version of PGL65.
5. **GENESIS ARMS GEN-12 LL Less Lethal Shotgun,** Cost \$1,799, Quantity: 1, Lifespan: 25 Years. A single unit of this less lethal shotgun is requested for purchase to conduct a trial and evaluation to determine its suitability for use by the Sheriff's Office. The unit uses the same 12-gauge Super-Sock Beanbag Rounds as the Remington 870 Less Lethal Shotgun and would be used in a similar role.
6. **CTS 4090-50 AERIAL FLASHBANG 50 METER DISTRACTION DEVICE,** Cost \$47.50, Quantity: 50, Lifespan 5 years. The 50-meter 40MM aerial flash-bang produces an intense bright light and sound at 50 meters. It is fired significantly above a subject during a tactical operation by a 40mm launcher and allows for a greater standoff between the intent area and personnel. It is only authorized to be used by specially trained personnel.
7. **CTS 4557HV 40MM SPONGE ROUND SPIN STABILIZED HIGH VELOCITY,** Cost: \$26.19, Quantity: 75, Lifespan 5 years. The CTS 4557HV is a 60-gram high velocity less lethal 40mm soft rubber and plastic projectile fired from a single or multi-round purpose-built 40 mm launcher with a rifled barrel. It has a velocity of 330 ft/sec and a maximum effective range of 60 yards. It has a standoff distance of seven (7) yards. It allows tactical officers to have a greater standoff distance from the suspect when deploying. It is only authorized to be used by SED personnel.
8. **CTS 5210JL SMOKE PYRO JET LITE CANISTER GRENADE OUTDOOR,** Cost: \$42.75, Quantity: 25, Lifespan: 5 years. The CTS 5210JL is a large-diameter burning grenade designed to discharge a high volume of inert smoke rapidly through multiple emission ports. The smoke composition is formulated to burn rapidly creating a "smoke screen" allowing for tactical movements and decreasing the possibility that the grenade can be picked up and thrown back at personnel. It can be hand-thrown or launched. It is only authorized to be used by specially trained personnel.
9. **CTS 4551 40MM MULTI 3 THREE FOAM BATON SMOKELESS,** Cost: \$27.50, Quantity: 50, Lifespan: 5 years. The CTS 4551 is a less lethal 40mm round that consists of three rubber projectiles that are spin-stabilized and have an effective range of 40 feet. The rounds can be used to create openings in barriers such as glass to allow drones to enter and properly ventilate a structure during tactical operations. It is only authorized to be used by specially trained personnel.

Demographics of Use in 2023

Special Enforcement Detail Deployments:

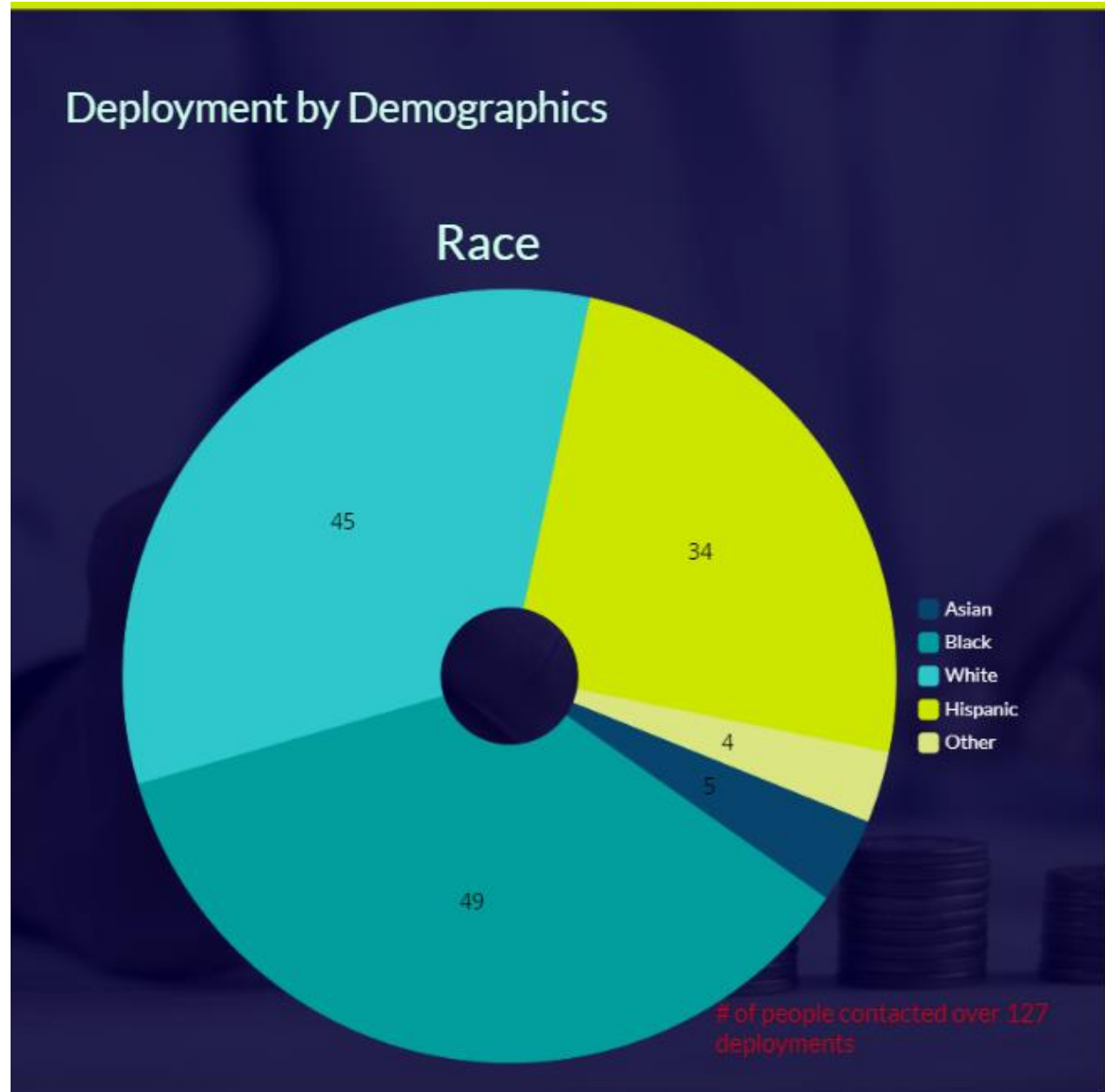


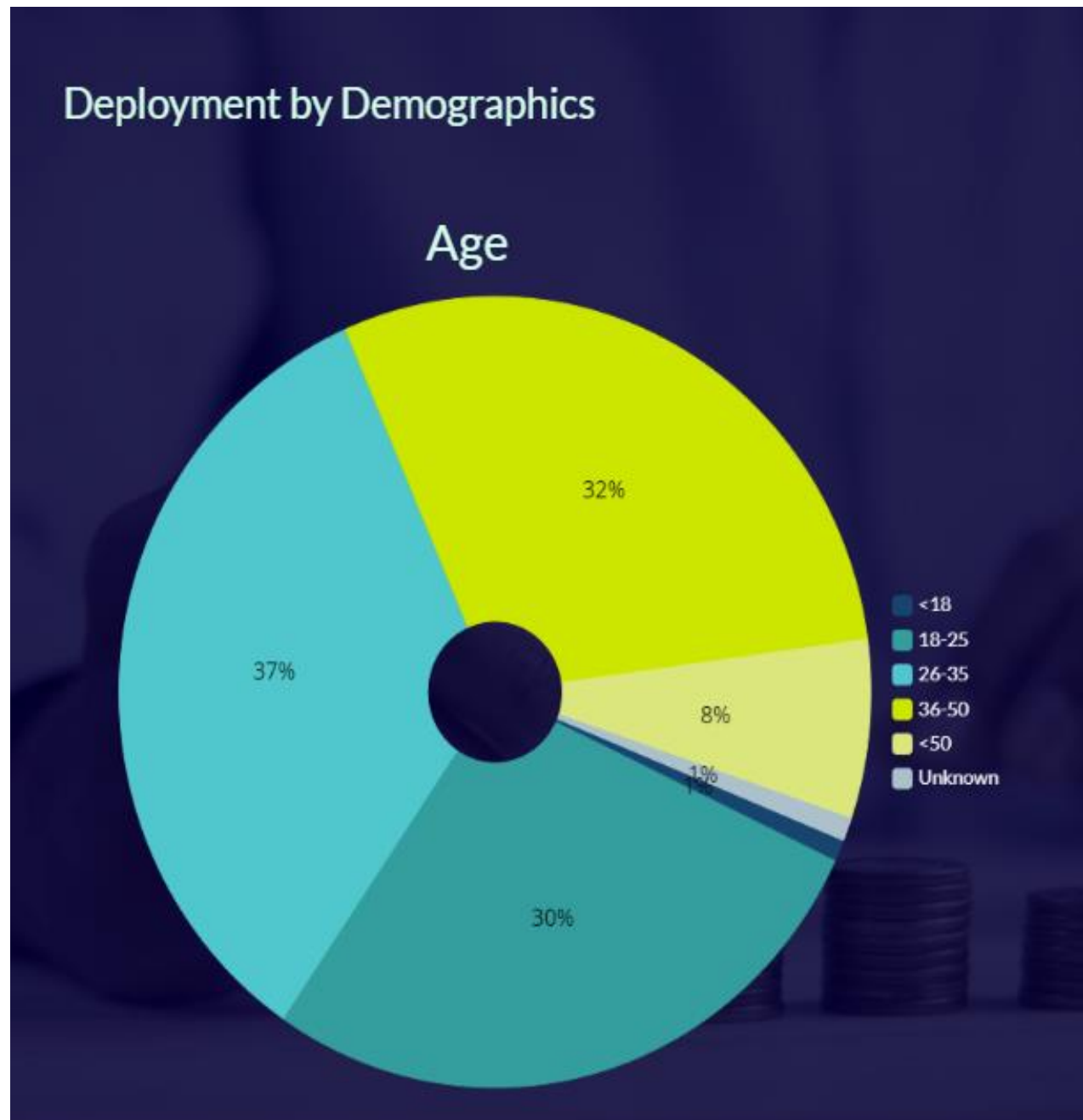
All SED Deployments of Equipment listed under AB481 are in conjunction with the service of a high-risk, Felony Search/Arrest Warrant.

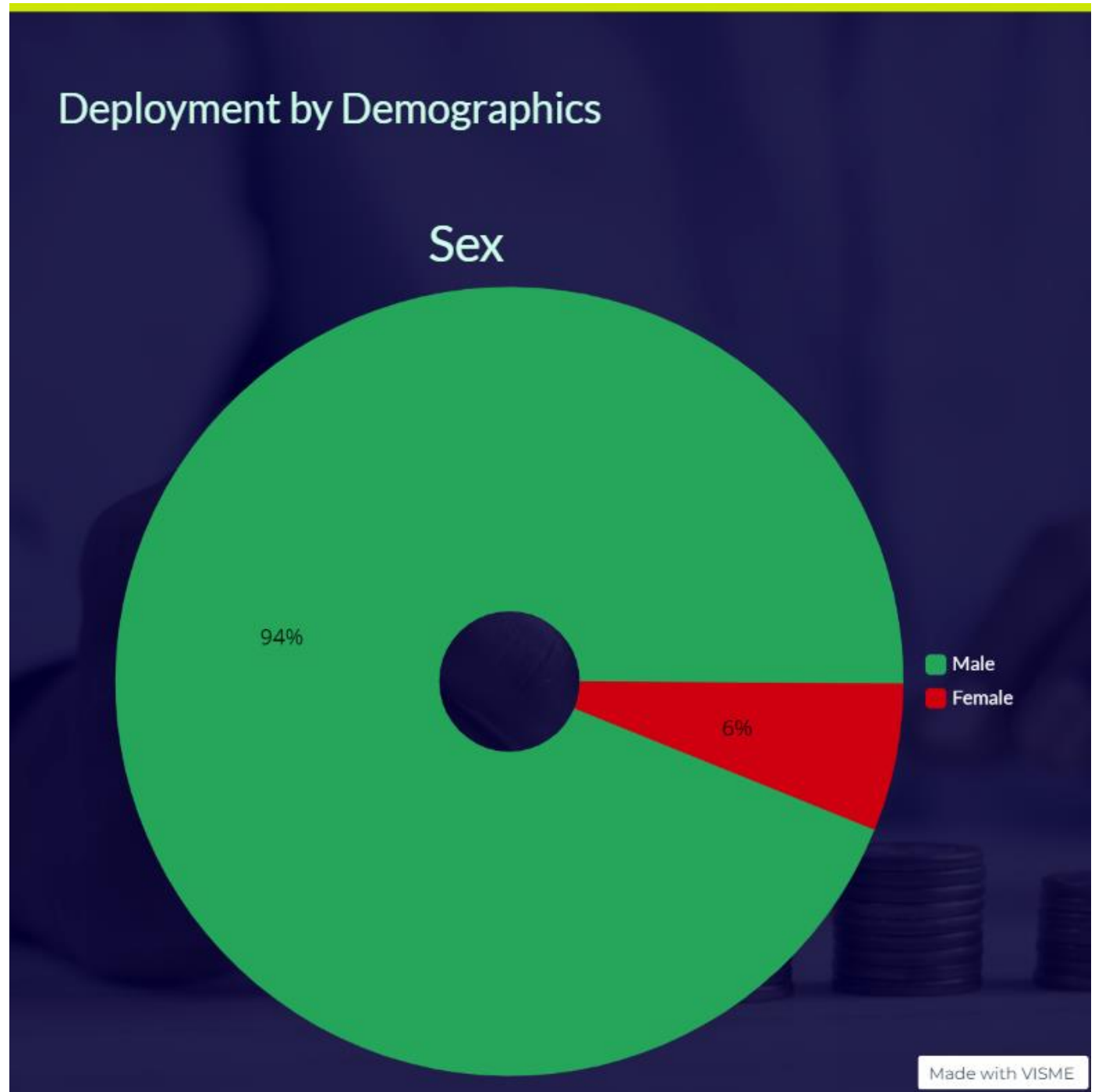


Total Events by Zipcode

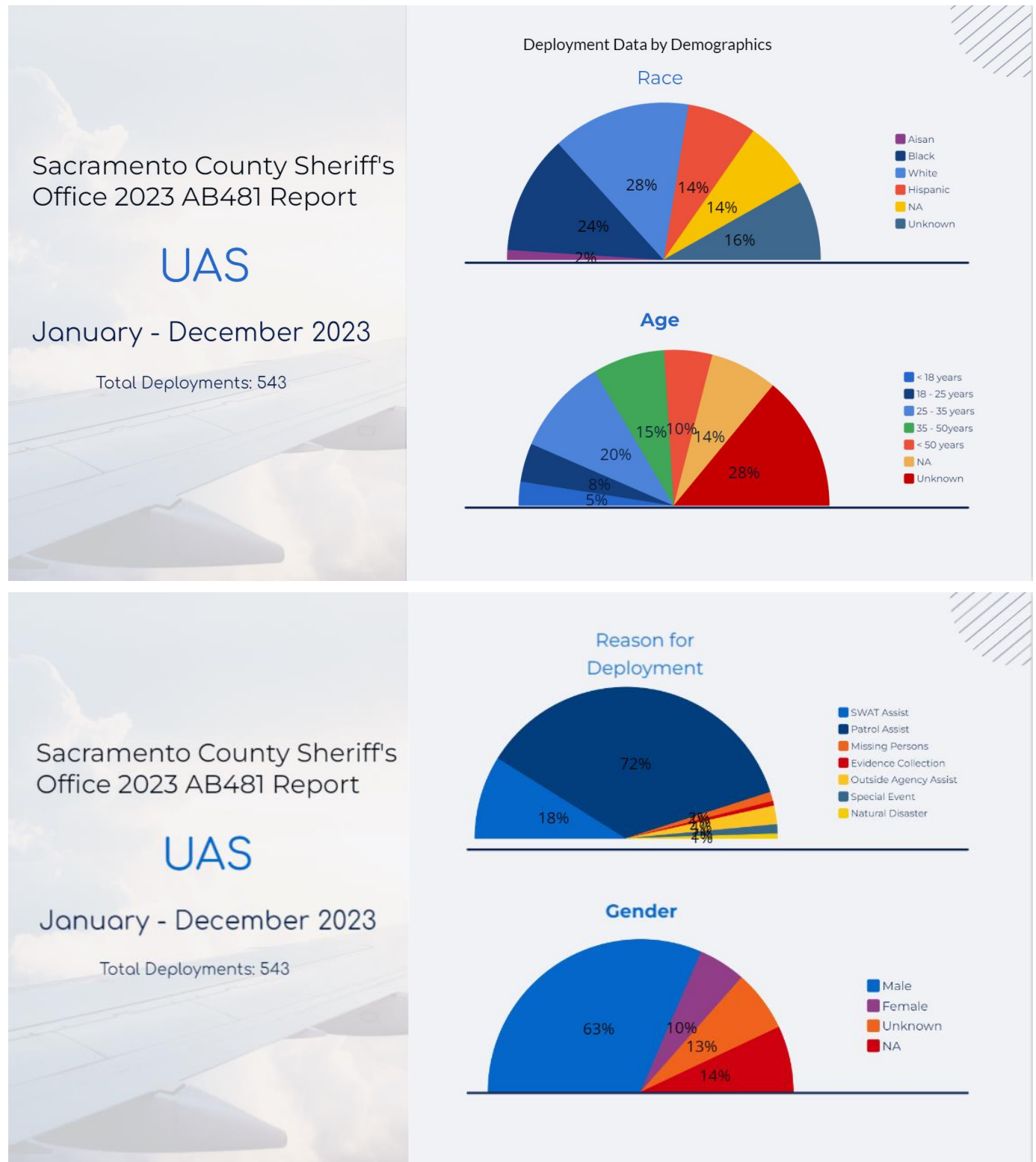
95828	5	95638	1
95630	2	95815	3
95608	8	95949	1
95670	9	95624	1
95660	14	95667	1
95628	6	95610	3
95842	6	94841	1
95668	1	95621	2
95632	2	95864	1
95825	6	95240	1
95822	2	95212	1
95662	1	95682	1
95823	6	95693	1
95673	4	95835	3
95820	3	95838	4
95843	4	95834	1
95824	3	95833	1
95829	4	95626	1
95821	5	95826	1
95841	4	95819	1
95814	1	95661	1







Unmanned Aircraft System (UAS) Deployments:



Sacramento County Sheriff's Office

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Deployment by
Zipcode

95841	7	95821	84
95608	14	95822	1
95610	4	95823	31
95621	5	95824	20
95626	1	95825	170
95628	7	95826	7
95630	4	95827	6
95638	1	95828	18
95641	2	95829	12
95652	2	95832	3
95660	25	95833	1
95661	1	95835	3
95662	4	95837	1
95667	1	95838	1
95670	21	95842	8
95673	2	95843	7
95690	2	95864	28
95693	5	95946	1
95742	1	95949	1
95746	1		
95747	1		
95757	2		
95760	1		
95814	6		
95815	9		
95817	2		
95819	1		
95820	8		

Deployments higher in 95825,
95821 and 95864 due to DFR trial

MEMORANDUM



ITEM 9.6.

DATE: December 2, 2024
TO: Honorable Mayor and Council Members
FROM: Stefan Heisler, Housing Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMERICAN RESCUE PLAN ACT SUBAWARD AGREEMENT WITH MERCY HOUSING CALIFORNIA FOR \$5,000,000 FOR THE MATHER VETERANS VILLAGE PHASE 4 PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would allow the City Manager to execute an American Rescue Plan Act Subaward Agreement with Mercy Housing California for \$5,000,000, for the City sponsored Mather Veterans Village Phase 4 multifamily housing project for homeless and disabled veterans, and homeless families.

BACKGROUND

The City has partnered with Mercy Housing California and Nation's Finest/Veterans Housing Development Corporation (the Development Team) to develop the affordable housing project on the Parcel. The project is known as Mather Veterans Village Phase 4 and consists of a 70-unit multifamily residential apartment project for homeless and/or disabled veterans or homeless households (the Project). Sixty-nine (69) of the units will be rented at an affordable monthly rent to households earning up to 50 percent of area median income for a period of 55 years. One (1) unit will be an unrestricted manager's unit. The project will also have a priority for serving seniors aged 62+. The project will be new construction, three stories, single-loaded, and elevator served. The unit mix includes 58 one-bedroom units and 12 two-bedroom units. The residential units will be arranged around a centrally landscaped courtyard. An approximately 4,000 square foot community clubhouse, offices, and a shared patio will be located within the courtyard.

Sacramento County has committed \$3,000,000 of American Rescue Plan Act (ARPA) funding to the Project. In June 2024, the City and County executed an ARPA Subaward agreement committing this County funding to the City. This Resolution would allow execution of an ARPA Subaward Agreement to formally commit this funding, and the City's additional \$2,000,000 of ARPA funding, to Mercy Housing California for the Project. Execution of this agreement is required by federal statute to be completed prior to December 31, 2024, to retain the ability to expend these ARPA funds until December 21, 2026.

The City approved a Conditional Use Permit for the Project on July 1 2024. The Project is currently undergoing Major Design Review and is scheduled to be heard by the Planning Commission on December 11, 2024. The Project will continue to apply for state and federal funding in 2025 with the goal of beginning construction in late 2025.

ENVIRONMENTAL REVIEW

Pursuant to CEQA Guidelines Section 15061(b)(3), an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The activity is not subject to CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

The City is currently committing funding to a future development project. This approval does not approve any physical development and would not result in direct or indirect physical changes in the environment. The anticipated specific development project that may result from this property acquisition has already been subject to a project-level environmental review and has been determined to be exempt from CEQA pursuant to CEQA Guidelines Section 15332, In-Fill Development Projects, Section 15183 Projects "Consistent with the Community Plan, General Plan or Zoning", Section 15194 Affordable Housing Exemption, and AB 1449 (Chapter 761. Statutes of 2023) Public Resources Code (PRC) Section 21080.40 Affordable Housing statutory exemption. However, because the current action would only result in the obligation of funding to the Project and no physical changes would occur on the site that could result in physical environmental effects, the activity is not subject to CEQA pursuant to CEQA Guidelines section 15061(b)(3).

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact associated with this action.

ATTACHMENT(S)

1. Resolution
2. ARPA Subaward Agreement

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMERICAN RESCUE PLAN ACT SUBAWARD AGREEMENT WITH MERCY HOUSING CALIFORNIA FOR \$5,000,000 FOR THE MATHER VETERANS VILLAGE PHASE 4 PROJECT

WHEREAS, the City of Rancho Cordova (the “City”) has recognized the need to provide affordable housing to all economic segments of the City; and

WHEREAS, the City issued a Request for Proposals on July 22, 2022, for proposals to construct new affordable multifamily housing for veterans in the City at two specified locations within the former Mather Air Force Base; and

WHEREAS, Mercy Housing California (the “Developer”) proposes to develop a housing project, the Mather Veterans Village Phase 4, located on the approximately 2.0 acre northwest portion of APN 067-0010-093, which will include sixty nine (69) units of multifamily rental apartments for very low-income homeless and disabled veterans and homeless families, one (1) unrestricted manager’s unit, and resident community space (the “Project”), and has submitted a proposal for gap financial assistance from the City to help achieve financial feasibility for the project and maximize the affordability of project units; and

WHEREAS, on October 17, 2022, the City Council selected the Developer’s proposal to build the Project; and

WHEREAS, the use of the City’s funds in the manner described below will be of benefit to the City in assisting in the development of affordable housing opportunities for very-low income homeless and disabled veterans and homeless families; and

WHEREAS, the proposed Project would provide housing that furthers the goals and policies of the City’s General Plan Housing Element in a manner consistent with the state-mandated Regional Housing Needs Allocation requirement determined by the Sacramento Area Council of Governments for the City; and

WHEREAS, the County has received Coronavirus State and Local Fiscal Recovery Funds from the American Rescue Plan Act of 2021 (ARPA) and has executed an ARPA Subaward Agreement with the City committing Three Million Dollars (\$3,000,000) to assist with the construction of the Project; and

WHEREAS, the City has also received Coronavirus State and Local Fiscal Recovery Funds from the American Rescue Plan Act of 2021, and on July 1, 2024, the City adopted Resolution 91-2024 allocating Two Million Dollars (\$2,000,000) of its ARPA funding to the Mather Veterans Village Phase 4 Project; and

WHEREAS, the City is required to obligate its ARPA funding to specific projects by December 31, 2024, through a contractual commitment or similar; and

WHEREAS, the City desires to execute an ARPA Subaward Agreement with Mercy

Housing California to formally obligate the City and County ARPA funding to the Project; and

WHEREAS, the commitment of funding to the Project will not approve any physical development and would not result in direct or indirect physical changes in the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Chapter 3, Division 6 (State CEQA Guidelines) Section 15061 (General Rule Exemption).

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

1. Finds that the commitment of funds to the Project would not cause physical changes to occur on the site that could result in physical environmental effects, the activity is not subject to CEQA pursuant to CEQA Guidelines Section 15061(b)(3).
2. Authorizes the City Manager, or his designee, to execute an ARPA Subaward Agreement with Mercy Housing California, in a form approved by the City Attorney, in the amount of \$5,000,000 for the Project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of December 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

David Sander, Mayor

CITY OF RANCHO CORDOVA

**AMERICAN RESCUE PLAN ACT OF 2021 FEDERAL SUBAWARD AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND MERCY HOUSING
CALIFORNIA FOR NEW HOUSING AT MATHER FOR HOMELESS AND/OR
DISABLED VETERANS HOUSEHOLDS AND HOMELESS FAMILIES**

THIS SUBAWARD AGREEMENT is made and entered into as of this day of November 2024, by and between the City of Rancho Cordova, a California Municipal Corporation, hereinafter referred to as "City" and the Mercy Housing California, a California nonprofit public benefit corporation, hereinafter referred to as "SUBRECIPIENT" or "Subrecipient".

RECITALS

WHEREAS, the negative impacts of the COVID-19 pandemic continue to adversely affect Rancho Cordova residents and businesses extending the downturn in the local, regional and national economies, creating a situation where local small businesses are continuing to financially struggle and residents continue to need assistance to better connect with the health care, mental health, educational, and other local support systems in order to address the impacts of this crisis; and

WHEREAS, the American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021, established the Coronavirus State and Local Fiscal Recovery Funds under sections 602 and 603 of the Social Security Act to help states and localities address the economic and health consequences of the pandemic; and

WHEREAS, the City has received American Rescue Plan Act funds from the County of Sacramento pursuant to a Subaward Agreement between the City and County entered into June 25, 2024 (the "ARPA Funds"), which may be used to support immediate economic stabilization for businesses and address systemic economic challenges that have contributed to the unequal impact of the pandemic; and

WHEREAS, the City also received ARPA funds directly from the United States Department of Treasury, which may also be used to address systemic economic challenges that have contributed to the unequal impact of the pandemic; and

WHEREAS, City is purchasing property it wishes to utilize for the development and support of affordable housing and supportive services; and

WHEREAS, Subrecipient has collaborated with the City for the concept of the Mather Veteran's Village Phase 4 project, which is a 70 unit affordable rental housing development at the southeast corner of Schirra Avenue and Bleckely Street in the City also known as Assessor Parcel Number 067-0010-093 (the "Project"), for homeless

and/or disabled Veterans households and homeless families subject to the affordability covenants in the Affordable Housing Agreement between the City and County of Sacramento; and

WHEREAS, the City provided Subrecipient with a funding commitment letter dated July 1, 2024, that preliminarily described the terms and conditions of the City's intended contribution of ARPA Funds and other sourced funds to Subrecipient for the Project; and

WHEREAS, development, repair, and operation of affordable housing and services or programs to increase long-term housing security to respond to impacts of the pandemic on households and communities are enumerated eligible uses of ARPA funding; and

WHEREAS, Subrecipient's construction of the Project will boost the supply of affordable housing and increase long-term housing security for households and communities negatively impacted by the pandemic; and

WHEREAS, SUBRECIPIENT will use this funding for Project development and construction expenses; and

WHEREAS, the City Council adopted Resolution No. 2024-_____, under which, and on behalf of the City of Rancho Cordova, the City Manager, or designee, is authorized to execute an agreement for the services to be provided by SUBRECIPIENT; and

WHEREAS, City AND Subrecipient desire to enter into this Agreement on the terms and conditions set forth herein.

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

I. SCOPE OF SERVICES

SUBRECIPIENT shall provide services in the amount, type and manner described in Exhibit A, attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on December 31, 2026.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO SUBRECIPIENT

Rich Ciraulo, Regional Director
of Housing Management
Mercy Housing California
2512 River Plaza Drive, Suite
200
Sacramento, CA 95833

TO CITY

Stefan Heisler
City of Rancho Cordova, Housing Division
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Either party may change the designee and the address to which subsequent notice and/or other communications can be sent by giving written notice to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

SUBRECIPIENT shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances including, but not limited to, the additional Federal Provisions set forth in Exhibits C and D, and any other applicable American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Fund provisions.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

- A. SUBRECIPIENT shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento, City of Rancho Cordova, and all other appropriate governmental agencies, including any certification and credentials required by City. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by City.
- B. SUBRECIPIENT further certifies to City that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or local government contracts. SUBRECIPIENT certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

SUBRECIPIENT shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to SUBRECIPIENT'S services.

IX. STATUS OF SUBRECIPIENT

- A. It is understood and agreed that SUBRECIPIENT (including SUBRECIPIENT's employees) is an independent SUBRECIPIENT and that no relationship of employer-employee exists between the parties hereto. SUBRECIPIENT's assigned personnel shall not be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to SUBRECIPIENT under the provisions of this agreement; and as an independent SUBRECIPIENT, SUBRECIPIENT hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

- B. It is further understood and agreed by the parties hereto that SUBRECIPIENT in the performance of its obligation hereunder is subject to the control or direction of City as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by SUBRECIPIENT for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by SUBRECIPIENT, such person shall be entirely and exclusively under the direction, supervision, and control of SUBRECIPIENT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by SUBRECIPIENT, and the City shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent SUBRECIPIENT and not an employee of City, neither the SUBRECIPIENT nor SUBRECIPIENT's assigned personnel shall have any entitlement as a City employee, right to act on behalf of City in any capacity whatsoever as agent, nor to bind City to any obligation whatsoever. SUBRECIPIENT shall not be covered by worker's compensation; nor shall SUBRECIPIENT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the City to employees of the City.
- E. It is further understood and agreed that SUBRECIPIENT must issue W-2 and 941 Forms for income and employment tax purposes, for all of SUBRECIPIENT's assigned personnel under the terms and conditions of this agreement.

X. INTENTIONALLY DELETED.

XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. SUBRECIPIENT's failure to comply with state and federal child, family and spousal support reporting requirements regarding a SUBRECIPIENT's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. SUBRECIPIENT's failure to cure such default within 90 days of written notice by City or the County of Sacramento shall be grounds for termination of this Agreement.
- C. SUBRECIPIENT shall complete and return SUBRECIPIENT Certification of Compliance forms (Exhibit "E") at the same time SUBRECIPIENT returns the executed copies of this Agreement.

XII. BENEFITS WAIVER

SUBRECIPIENT acknowledges and agrees that SUBRECIPIENT is not entitled to receive the following benefits and/or compensation from City: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent employees pursuant to the City municipal code, the California Public Employees' Retirement System and/or any and all memoranda of understanding between City and its employee organizations. Should SUBRECIPIENT or any employee or agent of SUBRECIPIENT seek to obtain such benefits from City, SUBRECIPIENT agrees to indemnify and hold harmless City from any and all claims that may be made against City for such benefits.

XIII. RETIREMENT BENEFITS/STATUS

SUBRECIPIENT acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing California Public Employee Retirement System (PERS) retirement benefits during the term of this Agreement. By entering into this Agreement, SUBRECIPIENT assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by SUBRECIPIENT under this Agreement. SUBRECIPIENT waives any rights to proceed against City should PERS modify or terminate retirement benefits based on SUBRECIPIENT's provision of services under this Agreement. In the event that SUBRECIPIENT or any employee, agent, or subcontractor of SUBRECIPIENT providing Services under this Agreement is determined by a court of competent jurisdiction of the PERS to be eligible for enrollment in PERS as an employee of City, SUBRECIPIENT 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 SUBRECIPIENT 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.

XIV. CONFLICT OF INTEREST

SUBRECIPIENT and SUBRECIPIENT's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. SUBRECIPIENT shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any

implementing regulations.

- B. If services under this Agreement are funded with state funds granted to Sacramento County or City, SUBRECIPIENT shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

XVI. GOOD NEIGHBOR POLICY

- A. SUBRECIPIENT shall comply with Sacramento County's Good Neighbor Policy. SUBRECIPIENT shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
1. Provision of parking adequate for the needs of its employees and service population;
 2. Provision of adequate waiting and visiting areas;
 3. Provision of adequate restroom facilities located inside the facility;
 4. Implementation of litter control services;
 5. Removal of graffiti within seventy-two hours;
 6. Provision for control of loitering and management of crowds;
 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 8. Participation in area crime prevention and nuisance abatement efforts; and
 9. Undertake such other reasonable and feasible good neighbor practices as determined appropriate by City, based on City's individualized assessment of SUBRECIPIENT's facility, services and actual impacts on the neighborhood in which such facility is located.
- B. SUBRECIPIENT shall identify, either by sign or other method as approved by the DIRECTOR (as defined in Section **XXIX** below), a named representative who shall be responsible for responding to any complaints relating to SUBRECIPIENT's compliance with the required good neighbor practices specified in this Section. SUBRECIPIENT shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.
- C. SUBRECIPIENT shall comply with all applicable public nuisance ordinances.
- D. SUBRECIPIENT shall establish an ongoing relationship with the surrounding

businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which SUBRECIPIENT's site is located.

- E. If City finds that SUBRECIPIENT has failed to comply with the Good Neighbor Policy, City shall notify SUBRECIPIENT in writing that corrective action must be taken by SUBRECIPIENT within a specified time frame, but no less than ten (10) business days. If SUBRECIPIENT fails to commence such corrective action within the specified time frame, City shall take such actions as are necessary to implement the necessary corrective action. City shall deduct any actual costs incurred by City when implementing such corrective action from any amounts payable to SUBRECIPIENT under this Agreement.
- F. SUBRECIPIENT's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with City.

XVII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. SUBRECIPIENT agrees and assures City that SUBRECIPIENT and any SUBCONTRACTORS shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of City, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. SUBRECIPIENT shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of City employees and agents, and recipients of services are free from such discrimination and harassment.
- B. SUBRECIPIENT represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. SUBRECIPIENT agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. SUBRECIPIENT shall include this nondiscrimination provision in all subcontracts related to this Agreement.

- XVIII. INDEMNIFICATION** SUBRECIPIENT shall indemnify, defend with counsel selected by the City, and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out

of or resulting from Services performed pursuant to this Agreement caused in whole or in part by any negligent or willful act or omission of SUBRECIPIENT, its officers, agents, employees, or anyone directly or indirectly acting on behalf of SUBRECIPIENT. The foregoing obligation of SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- XIX. INSURANCE** SUBRECIPIENT shall carry and maintain for the duration of the term of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the specifications.

XX. INFORMATION TECHNOLOGY ASSURANCES

SUBRECIPIENT shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by SUBRECIPIENT in the performance of services under this Agreement, other than those owned or provided by CITY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to CITY under this Agreement.

XXI. INTENTIONALLY OMITTED

XXII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit B, or Exhibit B as modified by City in accordance with express provisions in this Agreement, and as identified in Attachment A, Federal Funding Identification and Schedule.
- B. SUBRECIPIENT shall submit an invoice on the forms and in accordance with the procedures prescribed by City on a monthly basis for services performed during the previous month. Invoices shall be submitted to City no later than the fifteenth (15th) day of the month following the invoice period, and City shall pay SUBRECIPIENT within thirty (30) days after receipt of an appropriate and correct invoice. The payment shall only occur after the City reviews the SUBRECIPIENT'S reimbursement request to ensure that expenditures detailed

therein qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of funds as specified by the US TREASURY. All payments from the City to the SUBRECIPIENT are subject to all applicable federal, state, and local laws regarding the governance of ARPA funds.

- C. City operates on a July through June fiscal year. Invoices for services provided in any fiscal year should be submitted no later than July 31, one month after the end of the fiscal year.
- D. The City may request reasonable additional information from the SUBRECIPIENT, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US TREASURY during the term of this Agreement.
- E. SUBRECIPIENT shall maintain for five years following December 31, 2026 full and complete documentation of all services and expenditures associated with the use of funds covered under this Agreement.
- F. In the event SUBRECIPIENT fails to comply with any material provisions of this Agreement, City may withhold payment until such non-compliance has been corrected.

XXIII. INTENTIONALLY OMITTED

XXIV. SUBCONTRACTS. ASSIGNMENT

- A. SUBRECIPIENT shall obtain prior written approval from **City**, which shall not be unreasonably withheld, delayed, or conditioned. before subcontracting any of the services delivered under this Agreement. SUBRECIPIENT remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement including any and all insurance requirements. SUBRECIPIENT shall be held responsible by City for the performance of any subcontractor whether approved by City or not.

SUBRECIPIENT shall attach and apply all terms and conditions in Exhibits C and D, as applicable, to all subcontracts, and shall require that all subcontractors of all levels comply with and attach and apply these terms and conditions to their subcontracts, if any, as applicable.

This Agreement is not assignable by SUBRECIPIENT in whole or in part; without the prior written consent of City.

XXV. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both

parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon City unless agreed in writing by DIRECTOR and counsel for City.

XXVI. SUCCESSORS

This Agreement shall bind the successors of City and SUBRECIPIENT in the same manner as if they were expressly named.

XXVII. TIME

Time is of the essence of this Agreement.

XXVIII. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXIX. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Community Development, or his/her designee.

XXX. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, SUBRECIPIENT shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. City shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXXI. TERMINATION

- A. City may terminate this Agreement for cause following SUBRECIPIENT's failure to cure a noticed default by immediately giving written notice to SUBRECIPIENT

should SUBRECIPIENT materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, City may proceed with the work in any manner deemed proper by City.

- B. City may terminate or amend this Agreement immediately upon giving written notice to SUBRECIPIENT that funds are not available because: 1) Sufficient funds are not appropriated in City's Adopted or Adjusted Budget; 2) the City is advised the funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the City is suspended or delayed; 3) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the Federal Government; 4) funds that were previously available for this Agreement are reduced, eliminated, and/or reallocated by City as a result of budget or revenue reductions during the fiscal year.
- C. If this Agreement is terminated under paragraph B above, SUBRECIPIENT shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph B above, SUBRECIPIENT shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of SUBRECIPIENT covered by this Agreement, less payments of compensation previously made. In no event, however, shall City pay SUBRECIPIENT an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- D. SUBRECIPIENT shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that SUBRECIPIENT can legally cancel.

XXXII. REPORTS

- A. SUBRECIPIENT shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning SUBRECIPIENT's activities as they affect the contract duties and purposes herein. City shall explain procedures for reporting the required information.
- B. SUBRECIPIENT agrees that, pursuant to Government Code section 7522.56, SUBRECIPIENT shall make best efforts to determine if any of its employees or new hires providing direct services to the City are members of the California Public Employees' Retirement System (PERS).

SUBRECIPIENT further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the City with a list of its employees that are members of PERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to this Agreement.

XXXIII. AUDITS AND RECORDS

- A. City or its designee shall have the right at reasonable times and intervals to audit, at SUBRECIPIENT premises, SUBRECIPIENT'S financial and program records as necessary to determine SUBRECIPIENT'S compliance with legal and grant agreement requirements and the correctness of claims submitted by SUBRECIPIENT. SUBRECIPIENT shall maintain such records for a period of at least five years following December 31, 2026, and shall make them promptly available for copying upon City's request. City shall have the right to withhold any payment under this Agreement until SUBRECIPIENT has provided access to its financial and program records related to this Agreement.
- B. If SUBRECIPIENT expends seven hundred fifty thousand dollars (\$750,000) or more in federal awards during its fiscal year, the SUBRECIPIENT must have a single audit completed and conducted in accordance with 2 CFR § 200.514, unless SUBRECIPIENT elects to have a program-specific audit in accordance with 2 CFR § 200.501(c); and SUBRECIPIENT shall comply with all of the federal auditing requirements found in 2 CFR Subpart F.
- C. In addition to the OMB requirements of paragraph B of this section, City requires SUBRECIPIENT to provide an annual Audited or Reviewed financial statement as follows:
1. Annual Audited financial statements and accompanying Auditor's report and notes is required from SUBRECIPIENT when City has awarded contracts totaling \$150,000 or more for any twelve-month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).
 2. Annual Reviewed financial statements are required from SUBRECIPIENT when City has awarded contracts totaling less than \$150,000, but more than \$50,000 for any twelve-month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.
 3. Should any audit findings be noted in the Audit or Review SUBRECIPIENT must submit a Corrective Action Plan with the Audit or Review detailing how the audit findings will be addressed.
 4. If management letters are issued by a Certified Public Accountant separate from the audit, SUBRECIPIENT is required to provide copies to City, and submit corrective action plans to address findings or recommendations noted in the management letters.
 5. The annual Audited or Reviewed financial statement shall include a Summary of Auditor's Results.

D. Term of the Audit or Review

The Audit(s) or Review(s) shall cover the entire term of the contract. If SUBRECIPIENT'S fiscal year is different than the contract term, multiple Audits or Reviews shall be required, in order to cover the entire term of the contract.

E. Termination

If the Agreement is terminated for any reason during the contract period, the Audit or Review shall cover the entire period of the Agreement for which services were provided.

F. Submittal and Due Dates for Audits or Reviews

SUBRECIPIENT shall provide to City a copy of the Audit or Review, as required in this section, due six months following the end of City's fiscal year. Audit or Review shall be sent to:

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

G. Request for Extension of Due Date

SUBRECIPIENT may request an extension of the due date for the Audit or Review in writing. Such request shall include the reason for the delay, a specific date for the extension and be sent to:

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

H. Past Due Audit/Review

City may withhold payments due to SUBRECIPIENT from all past, current and future contracts when past, current or future audits/reviews are not provided to City by due date or approved extended due date.

XXXIV. OMITTED

XXXV. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between City and SUBRECIPIENT regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between City and SUBRECIPIENT regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXVI. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or

unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXVII. FORCE MAJEURE

Neither SUBRECIPIENT nor City shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, government-mandated closures or similar orders, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXVIII. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXIX. ECONOMIC SANCTIONS

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, City shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

XL. INCORPORATION OF EXHIBITS AND ATTACHMENTS.

The Exhibits and Attachments attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for all purposes.

XU. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XLII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement, including the Exhibits hereto. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

CITY:

Micah Runner
City Manager

Date: _____

Mercy Housing:

Richard C. Ciraulo
Vice President

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

**ATTACHMENT A to Agreement between the City of Rancho Cordova,
hereinafter referred to as "City", and Mercy Housing California, hereinafter
referred to as "SUBRECIPIENT"**

Federal Funding Identification and Schedule
Required Pursuant to 2 CFR 200.332

Subrecipient name (which must match the name associated with its unique entity identifier):	Mercy Housing California
Subrecipient's unique entity identifier:	W2JKWYER6JD6
Federal Award Identification Number (FAIN):	HR 1319, Title IX, Subtitle M, Section 9901
Federal Award Date (date when the Federal award is signed by the authorized official of the Federal awarding agency) of award to the recipient by the Federal agency:	05/19/2021
Subaward Period of Performance Start and End Date:	Start: Contract Execution Date End: December 31, 2026
Subaward Budget Period Start and End Date:	Start: Contract Execution Date End: December 31, 2026
Amount of Federal Funds Obligated by this action by the pass-through entity (City of Rancho Cordova) to the subrecipient:	\$5,000,000
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation:	\$5,000,000
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:	\$5,000,000
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):	For use compliant with Section 603 of the Social Security Act, as amended by Section 9901 of the ARP Act of 2021
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:	U.S. Department of Treasury, Crystal Bethke, Director Office of Economic Development
Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement):	21.027 Coronavirus Local Fiscal Recovery Fund (CLFRF)
Is the award for research and development?	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414:	10% de minimis indirect cost rate

**EXHIBIT A to Agreement
between the City of Rancho Cordova,
hereinafter referred to as "CITY", and Mercy
Housing California,
hereinafter referred to as "SUBRECIPIENT"**

SCOPE OF SERVICES

1. SERVICE LOCATION(S)

City of Rancho Cordova, Sacramento County

2. DESCRIPTION OF SERVICES

SUBRECIPIENT shall use the funding awarded under this Agreement for Project expenses that may include predevelopment, engineering, design, and development and construction expenses on an approximately 2 acre portion of Assessor Parcel Number 067-0010-093, as more particularly described in Exhibit A, for homeless and/or disabled Veterans households and homeless families, with the affordability covenants in the Affordable Housing Agreement between City and SUBRECIPIENT. The Project includes new construction of a multi-family, three- story, single-loaded elevator building. Project includes 69 apartments for homeless and/or disabled veterans' households and homeless families and one manager's apartment. Unit mix includes 58 one-bedrooms and 12 two -bedroom units. Also includes a Community Building in the courtyard and ~45 surface parking spaces. SUBRECIPIENT shall prioritize use of the funding awarded under this Agreement, before using other sources of Project funding, for eligible Project expenses.

Anticipated Project expenses to be reimbursed under this Agreement are listed below. The actual Project expenses reimbursed under this Agreement may vary.

- Utilities: \$500,000
- Site Preparation/Excavation: \$500,000
- Foundations and building framing: \$4,000,000

Subrecipient shall be responsible for meeting the objectives of this Subaward in a manner that is deemed satisfactory by the City and consistent with the standards set forth in this Agreement, the Federal Award, and any directives or guidance issued by the Federal Awarding Agency.

Subrecipient shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, this Agreement.

3. SCHEDULE

SUBRECIPIENT shall complete the services in an expeditious manner and transmit all applicable materials to the City.

4. RESPONSIBILITIES OF City AND SUBRECIPIENT FOR SCOPE

- A. City, or its authorized representatives, shall review all documents submitted by SUBRECIPIENT and render decisions pertaining thereto as promptly as is reasonable under the circumstances at the time in order to avoid unreasonable delay of the progress of SUBRECIPIENT. City shall furnish information and services as required by this Agreement and shall render approvals and decisions as expeditiously as is reasonably necessary under the circumstances at the time for the orderly progress of the SUBRECIPIENTS services and of the Project.
- B. SUBRECIPIENT shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the City shall not be deemed to constitute acceptance or waiver by the City of any error or omission as to such work. SUBRECIPIENT shall coordinate the activities of any subcontractors.

5. AUTHORITY OF SUBRECIPIENT PERFORMING SCOPE OF WORK

SUBRECIPIENT is retained to provide and perform the scope of services covered by this Agreement. SUBRECIPIENT, including SUBRECIPIENT's assigned personnel, shall have no authority to represent City or City staff at any meetings of public or private agencies unless an appropriate City official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. SUBRECIPIENT shall possess no authority or right to act on behalf of City in any capacity whatsoever as agent, nor to bind City to any obligations whatsoever. City is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

6. PUBLICATION OF DOCUMENTS AND DATA

SUBRECIPIENT shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the City without the prior written consent of City, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the City or SUBRECIPIENT.

7. COMPLIANCE WITH COVID-19 GUIDELINES AND PUBLIC HEALTH ORDERS

SUBRECIPIENT shall be solely and completely responsible for implementing and complying with the applicable COVID-19 guidelines from the California Department of Industrial Relations, Division of Occupational Safety and Health, and the applicable COVID-19 guidance from the Centers for Disease Control and Prevention for the protection of workers including but not limited to, regulations concerning education, training, routine cleaning, on-site washing facilities, and the use of Personal Protective Equipment (PPE) at the Work site (collectively, "Guidelines"). SUBRECIPIENT shall comply with all State and Sacramento County Public Health

Officer Orders in effect during the term of this Agreement.

8. RELATIONSHIP WITH THE CITY

SUBRECIPIENT is required to provide City with up-to-date information regarding program operations to ensure effective delivery of services provided under this Agreement, including but not limited to:

- a) Regular communication with the City about the implementation of these services.
- b) Participation in meetings with the City, as requested, to address any barriers encountered with implementation and/or service delivery, or any other concerns related to this Agreement.

9. PRESS AND MEDIA COORDINATION

SUBRECIPIENT shall provide notice to and coordinate with City prior to participating in or providing information for any press or media release, interview, event or other communication regarding services provided under this Agreement. SUBRECIPIENT will also alert City about any media inquiries that pertain to this partnership and coordinate response.

10. ACKNOWLEDGMENT OF FUNDING SUPPORT

SUBRECIPIENT shall list "Made possible through the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund Coronavirus Local Fiscal Recovery Funding awarded to the City of Rancho by the U.S. Department of the Treasury and County of Sacramento" on any announcements, pamphlets, flyers, program materials, training materials and any other written materials, social media or website post, promotional materials, and/or any media releases related to the services and programs paid for with the funding provided under this Agreement.

11. PROJECT KEY CONTACTS

Any change in the below key contacts shall be made in writing prior to the change. Key contacts for this project shall be as follows:

SUBRECIPIENT: Rich Ciraulo
916-414-4441
rciraulo@mercyhousing.org

CITY: Stefan Heisler
916-851-8757
sheisler@cityofranchocordova.org

**EXHIBIT B to Agreement
between the City of Rancho Cordova,
hereinafter referred to as "City", and Mercy
Housing California,
hereinafter referred to as "SUBRECIPIENT"**

COMPENSATION

1. MAXIMUM PAYMENT TO SUBRECIPIENT

The Maximum Total Payment Amount under this Agreement is: **\$5,000,000.**

2. COMPENSATION COMPONENTS

Compensation for services rendered under this Agreement shall be in accordance with the fee schedules, as summarized above. Services rendered shall be billed at the usual customary rates for the services actually rendered. Total compensation, including fees, expenses, and profits, for services rendered by SUBRECIPIENT shall not exceed the Maximum Total Payment Amount indicated above.

3. ITEMIZED TASKS AND SUBTASKS

If SUBRECIPIENT's Proposal contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of City's Project Manager. SUBRECIPIENT shall promptly notify City's Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be re-evaluated and indicate the reason and/or justification for such reevaluation. City's Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

4. WORK NOT IN SCOPE OF SERVICES

SUBRECIPIENT shall immediately notify the **City's** Project Manager in writing of any work that the City requests to be performed that SUBRECIPIENT believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the DIRECTOR approves such request in writing and authorizes the use of any contingency funds, if any, for such work, or an amendment providing for an adjustment in SUBRECIPIENT's compensation is approved and executed by both parties.

5. NOTIFICATION OF 50% AND 100% EXPENDITURE OF COMPENSATION

SUBRECIPIENT shall notify City's Project Manager in writing upon expenditure of fifty percent (50%) of the authorized Agreement amount and upon one hundred percent (100%) of the authorized Agreement amount.

6. SUBMISSION OF INVOICES

SUBRECIPIENT shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis for services performed during the previous month. Invoices shall be submitted to City no later than the fifteenth (15th) day following the invoice period, and City shall pay SUBRECIPIENT within thirty (30) days after receipt of an appropriate and correct invoice.

SUBRECIPIENT shall include the following information on all invoices:

1. Grant Agreement Number:
2. Project Name: New Housing at Mather for Homeless and/or Disabled Veterans Households and Homeless Families,
3. Date of Invoice Submission
4. Time Period Invoice Covers
5. Services Provided, Respective Compensation Requested, and certification from SUBRECIPIENT'S financial officer that invoiced expenses were incurred by SUBRECIPIENT
6. Any other information deemed necessary by SUBRECIPIENT and/or City, including copies of invoices received by SUBRECIPIENT from vendors for which SUBRECIPIENT is requesting reimbursement.

7. PAYMENTS

In accordance with the Compensation and Payment of Invoices Limitations provision of this Agreement, City shall address and submit payments to SUBRECIPIENT at address in the Notice provision of this Agreement.

SUBRECIPIENT may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to City, which shall be effective upon receipt.

8. BUDGET REVISION REQUESTS

A request for line item transfers within budget categories must be made prior to any expenditure made using requested budget changes. The line item transfers may be approved, provided such transfers do not exceed the total Agreement amount and do not compromise the intent of the program/services.

**EXHIBIT C to Agreement
between the City of Rancho Cordova,
hereinafter referred to as "City", and Mercy
Housing California,
hereinafter referred to as "SUBRECIPIENT"**

**FEDERAL SUBAWARD AMERICAN RESCUE PLAN ACT 2021
REQUIREMENTS**

The terms of this Exhibit shall apply to Subrecipient, and all of its subcontractors, subrecipients, and any other entities or persons (excluding beneficiaries) receiving or being reimbursed under the Agreement. Subrecipient shall include this Exhibit in all agreements executed for performance of this Agreement, as relevant. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit shall prevail unless stated otherwise. Subrecipients who receive funding under the American Rescue Plan Act ("ARPA") Coronavirus State and Local Fiscal Recovery Fund shall comply with all ARPA-applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements and any other requirements including but not limited to current and subsequent U.S. Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws. This Exhibit includes key provisions of the ARPA set forth in 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), and in no means limits the Subrecipient's obligation to comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, program and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement.

- A. **Subrecipient Acknowledgement.** The Subrecipient acknowledges that it is a subrecipient as defined in title 2 of the Code of Federal Regulations ("CFR") 200.93.
- B. **Subrecipient Compliance with Federal Award.** At all times during which the Subrecipient is performing under this Agreement, the Subrecipient shall comply with the terms of the underlying Federal Award, as well as with any guidance provided by the Federal Awarding Agency.
- C. **Compliance with the Federal Uniform Guidance.** The Subrecipient shall comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* as found in 2 CFR Part 200 (the "Uniform Guidance") when meeting its obligations under this Agreement. The Uniform Guidance can be found at: <https://www.ecfr.gov/current/title-2/subtitle-Afchapter-II/part-200?toc=1>.
- D. **References for Emphasis Only.** The parties hereby agree that the specific provisions of the Uniform Guidance - or any other applicable federal, state, or local

law - that are referenced in this Agreement are referenced for emphasis only. The exclusion of a specific applicable provision of law from this Agreement does not alleviate the Subrecipient from its obligation to comply with any such applicable provisions.

- E. **Federal Agency Guidance Obligations.** By executing this Agreement, the Subrecipient hereby certifies that it has reviewed 2 CFR Part 200 and any and all relevant Federal Awarding Agency guidance and that it understands its obligations pursuant to such federal regulations and guidance. Subrecipient is required to comply with the Coronavirus State and Local Fiscal Recovery Fund Federal Provisions: COVID-19 State and Local Fiscal Guidance for State, Territorial, Local and Tribal Governments found at: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>; U.S. Treasury COVID-19 State and Local Fiscal Recovery Fund - Final Rule found at: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>; COVID-19 U.S. Treasury State and Local Fiscal Recovery Funds: Overview of the Final Rule found at: <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>; COVID-19 State and Local Fiscal Recovery Fund Frequently Asked Questions found at: <https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf>; COVID-19 State and Local Fiscal Recovery Fund Fact Sheet found at: <https://home.treasury.gov/system/files/136/SLFRP-Fact-Sheet-FINAL1-508A.pdf>; U.S. Treasury Assistance Listing 21.027 Coronavirus State and Local Fiscal Recovery Funds found at: <https://www.cfo.gov/assets/files/Treasury%20SLFRF%20Compliance%20Supplement%20Addendum%201%20PDF.pdf>; and any other federal agency guidance relevant to this Agreement.
- F. **Prohibition on Duplicative Funding.** The Subrecipient may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one-hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may be suspended while the extent of the overpayment is determined, or may be terminated. Such suspension or termination may be initiated at the sole discretion of the City.
- G. **Audits and Records**
City or its designee and the United States Department of the Treasury Office of Inspector General or its designee shall have the right at reasonable times and intervals to audit, at Subrecipient premises, Subrecipient's financial and program records as necessary to determine compliance with legal and grant agreement requirements and the correctness of claims submitted by Subrecipient. Subrecipient shall maintain such records for a period of at least five years following December 31, 2026, and shall make them promptly available for copying upon request.

If Subrecipient expends seven hundred fifty thousand dollars (\$750,000) or more in federal awards during City's fiscal year, the SUBRECIPIENT must have a single

audit completed and conducted in accordance with 2 CFR § 200.514, unless Subrecipient elects to have a program-specific audit in accordance with 2 CFR § 200.501(c); and Subrecipient shall comply with all of the federal auditing requirements found in 2 CFR Subpart F.

- H. **Grant Subaward.** The Subrecipient shall enter into a written grant subaward agreement for each subaward of ARPA funds that the Subrecipient makes to a subrecipient. The Subrecipient shall ensure that each written grant subaward agreement for a subaward of ARPA funds imposes on the subrecipient all the obligations that this agreement imposes on the Subrecipient.
- I. **Subcontract.** The Subrecipient shall enter into a written contract when it purchases goods or services using ARPA funds. All procurement contracts using ARPA funds shall be consistent with the procurement standards set forth in title 2, CFR, sections 200.317 through 200.327, as applicable. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain 2 CFR Part 200 Appendix II provisions, listed in Exhibit D of this Agreement, as applicable.
- J. **Federal Disallowance(s).** If the Federal Government or County of Sacramento demands reimbursement from the City due to a disallowance or finding that an expense or cost for which the City provided Subaward funding to the Subrecipient was in any way improper or not in compliance with the Federal Award, the Subrecipient shall return any associated funds to the City within a reasonable time period as mutually agreed upon by the City and the Subrecipient, or within six (6) months, whichever is the later of the dates.
- K. **Remedies for Noncompliance.** Pursuant to 2 CFR § 200.339 ("**Remedies for Noncompliance**"), if the Subrecipient fails to comply with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of a Federal Award or any additional conditions that the Federal Awarding Agency or City may impose, and the Federal Awarding Agency or City determine that such noncompliance cannot be remedied by imposing additional conditions, the Federal Awarding Agency or City may take one or more of the following actions, as appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Federal Awarding Agency or City;
 - 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate this Agreement;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal Awarding Agency regulations, which may be initiated

at the recommendation of the City;

5. Withhold further Federal Awards for the project or program; or
 6. Take other remedies that may be legally available.
- L. **Non-Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Sacramento County, the Subrecipient, or any other party pertaining to any matter resulting from this Agreement.
- M. **Federal Awarding Agency Seal, Logo, and Flags.** The Subrecipient shall not use the seal(s), crest(s), or reproduction of flags or likenesses of the Federal Awarding Agency without specific pre- approval therefrom.
- N. **Suspension and Debarment.** The Subrecipient acknowledges and understands that the regulations at 2 CFR Part 180 ("**OMB Guidelines to Agencies on Governmentwide Debarment and Suspension**") specifically prohibit the City from entering into a "**Covered Transaction**," as defined in 2 CFR § 180.200, with a party listed on the System for Award Management ("**SAM**") Exclusions list.
- O. **Federal Non-Discrimination.**
1. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability.
 2. The Subrecipient shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination.
 3. The Subrecipient shall adhere to any and all federal implementing regulations and other requirements that the Funding Agency has with respect to nondiscrimination.
 4. The Subrecipient shall ensure that any and all of its subcontractors are bound to the terms of this Non-Discrimination provision.
- P. **Rights to Inventions Made Under this Agreement.** If the Federal Award or this Agreement meet the definition of "**Funding Agreement**" under 37 CFR § 401.2(a), and the Subrecipient is a small business firm or nonprofit organization, then the Subrecipient hereby acknowledges and understands that the County is obligated to comply with the requirements of 37 CFR § 401 ("**Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements**"), and any implementing regulations issued by the Federal Awarding Agency.
- Q. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Subrecipient acknowledges that 31 USC Chapter 38 ("**Administrative Remedies**

for False Claims and Statements") applies to the Subrecipient's actions pertaining to this Agreement.

- R. **Domestic Preferences for Procurements.** As appropriate, and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this Subaward, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

S. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

The Subrecipient is prohibited from obligating or expending any portion of the Subaward funds to:

- a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- T. **Procurement of Recovered Materials.** If the Subrecipient is a state agency, a political subdivision of a state, or a SUBRECIPIENT of a state agency or political subdivision of a state, then it must comply with the requirements of 2 CFR § 200.323 ("**Procurement of Recovered Materials**"). For the purposes of this provision, the

Subrecipient does not meet the applicable definition of "SUBRECIPIENT" of a state or political subdivision of a state. However, if the Subrecipient is a state agency or a political subdivision of the state, then it must meet the requirements of this paragraph.

- U. **Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended).** If this Agreement exceeds one- hundred thousand dollars (\$100,000) in value, the Subrecipient shall certify to the City, using the certification provided in Exhibit G, that it shall not use, and has not used, federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC § 1352; and disclose to the City any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
- V. **Clean Air Act.** If this Agreement exceeds one hundred fifty thousand dollars (\$150,000) in value, the Subrecipient shall:
 - 1. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC§ 7401 et seq.;
 - 2. Report each violation of the Clean Air Act to the City. Additionally, the Subrecipient hereby acknowledges that the City shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and
 - 3. Include these requirements in each subcontract that exceeds one hundred fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.
- W. **Federal Water Pollution Control Act.** If this Agreement's value exceeds one hundred fifty thousand dollars (\$150,000), the Subrecipient shall:
 - a. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC § 1251 et seq.;
 - b. Report each violation of the Federal Water Pollution Control Act to the City. Additionally, the Subrecipient hereby acknowledges that the City shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and
 - c. Include these requirements in each subcontract that exceeds one hundred fifty thousand dollars (\$150,000) financed in whole, or in party, with federal assistance provided by the Federal Awarding Agency.

X. **SUBRECIPIENT Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014).** If this Agreement exceeds the Simplified Acquisition Threshold, the following applies:

1. This Agreement and employees working on this Agreement shall be subject to the whistleblower rights and remedies in the pilot program on SUBRECIPIENT employee whistleblower protections established at 41 USC§ 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
2. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 USC § 4712, as described in section 3.908 of the Federal Acquisition Regulation.
3. The Subrecipient shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the Simplified Acquisition Threshold.

Y. **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

**EXHIBIT D to Agreement
between the City of Rancho Cordova,
hereinafter referred to as "City", and Mercy
Housing California,
hereinafter referred to as "SUBRECIPIENT"**

FEDERAL CONTRACTING PROVISIONS

**Appendix II to Part 200: Contract Provisions for Non-Federal Entity Contracts
Under Federal Awards - AMERICAN RESCUE PLAN ACT (ARPA) OF 2021**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. Subrecipient shall include the terms of this Exhibit in all contracts executed for performance of services provided pursuant to this Agreement, as applicable.

(A) Contracts in excess of \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than

once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification, provided in Exhibit G. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials, § 200.323: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment, § 200.216:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

(L) Domestic preferences for procurements, § 200.322:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel,

cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(M) Assurance of Compliance with Civil Rights Requirements

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

(N) Access to Records

a. The Contractor agrees to provide the County of Sacramento, the primary subrecipient of the federal funding, if any, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the Federal Awarding Agency or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

(O) Federal Awarding Agency Seal, Logo, and Flags.

The Contractor shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of Federal Awarding Agency officials without specific pre-approval.

(P) Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

(Q) No Obligation by the Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

(R) Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**EXHIBIT E to Agreement
between the City of Rancho Cordova,
hereinafter referred to as "City", and Mercy
Housing California,
hereinafter referred to as "SUBRECIPIENT"**

SUBRECIPIENT CERTIFICATION OF COMPLIANCE FORM

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business, or proposes to do business, demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury. Certain funds that are the subject of this Agreement derive from Sacramento County and a Subaward Agreement between Sacramento County and the City of Rancho Cordova. Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities that do business or desire to do business with the county.

1) SUBRECIPIENT hereby certifies:

- | | | |
|--|--------------------------|--------------------------|
| (a) the SUBRECIPIENT is a government or non-profit entity (exempt), | ☐ | ☐ |
| | Yes | No |
| (b) the SUBRECIPIENT has no Principal Owners (25% or more) (exempt), | ☐ | ☐ |
| | Yes | No |
| (c) each Principal Owner (25% or more), | | |
| does not have any existing child support orders, | ☐ | ☐ |
| | Yes | No |

SUBRECIPIENT'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support services or the court.

☐ ☐

Yes No

- 2) SUBRECIPIENT shall certify that each of the following statements is true:
- a. SUBRECIPIENT has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
 - b. SUBRECIPIENT has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

Note: Failure to comply with state and federal reporting requirements regarding a SUBRECIPIENT's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failures to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact Sacramento Department of Child Support Services at 866-901-3212, by writing to P.O. Box 6911 Sacramento, 95826-9112, or via the Customer Connect website at <https://childsupport.ca.gov>

ITEM 9.6.

ATTACHMENT 2

DATE:

By: _____

Rich Ciraulo, Regional Director of Housing Management
Printed Name of person authorized to sign

**EXHIBIT F to Agreement
between the City of Rancho Cordova,
hereinafter referred to as "City", and Mercy
Housing California,
hereinafter referred to as "SUBRECIPIENT"**

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

SUBRECIPIENT agrees to comply with 5 U.S.C. 1501-1508, 31 U.S.C. §1352 and 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if SUBRECIPIENT is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that SUBRECIPIENT named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3)-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Shall notify COUNTY within ten (10) days of receipt of notification that SUBRECIPIENT is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.
6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.

ITEM 9.6.

ATTACHMENT 2

Agreement Number: 01-01-05-08-2024

7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

SUBRECIPIENT

BY: _____ DATE:
Rich Ciraulo, Regional Director of Housing Management
Mercy Housing California

**EXHIBIT G to Agreement
between the City of Rancho Cordova,
hereinafter referred to as "CITY", and Mercy
Housing California,
hereinafter referred to as "SUBRECIPIENT"**

Byrd Anti-Lobbying Amendment

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned SUBRECIPIENT certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The SUBRECIPIENT, Mercy Housing California, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition , the SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. § 01, *et seq.*, apply to this certification and disclosure, if any.

SUBRECIPIENT's Authorized Official:

SUBRECIPIENT

BY: _____ DATE:
Rich Ciraulo, Regional Director of Housing Management
Mercy Housing California

5811730.3

MEMORANDUM



ITEM 9.7.

DATE: December 2, 2024
TO: Honorable Mayor and Council Members
FROM: Arlene Granadosin-Jones, Senior Planner
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-267 IN AN AMOUNT NOT TO EXCEED \$237,760 WITH RANEY PLANNING & MANAGEMENT, INC. FOR THE LEGADO SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution would authorize the City Manager to execute a contract with Raney Planning & Management, Inc. for the preparation of the Legado Specific Plan Environmental Impact Report in an amount not to exceed \$237,760.

BACKGROUND

Reynen & Bardis Homes submitted an application for an approximately 1,352-acre new Specific Plan project consisting of a combination of residential, commercial, public facilities, parks, and open space uses. The proposal is considered a project under the California Environmental Quality Act (CEQA) and has potential environmental impacts that requires the preparation of an Environmental Impact Report (EIR).

In September 2024, the City issued a Request for Proposal (RFP) for consulting services to prepare the EIR and received three proposals from consulting firms in the region. After a thorough review of all submitted proposals, it was determined that Raney Planning & Management, Inc. has the experience, qualifications, and proposed work plan that best fit the needs of the project team. The contract amount is \$237,760 and includes various required tasks for the preparation of an EIR, as outlined in [Attachment 2](#). The applicant, Reynen & Bardis Homes, will fully fund the cost of the EIR.

FISCAL IMPACT AND FUNDING SOURCE

The contract is funded by Reynen & Bardis Homes, the applicant for the Legado Specific Plan project. The City will enter into a reimbursement agreement with the applicant, which requires an initial deposit of \$161,990. This amount covers costs associated with Tasks 1 through 6. Additionally, at no time shall the deposit amount drop below \$20,000. When the deposit is nearing the minimum amount, the applicant will be notified to submit additional funds. If funds

are not deposited within 10 days of a request, the City can cease processing all work related to the EIR.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2024-267

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, TO APPROVE EXECUTION OF CONTRACT 2024-267 WITH RANEY PLANNING & MANAGEMENT, INC. FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE LEGADO SPECIFIC PLAN IN AN AMOUNT NOT TO EXCEED \$237,760

WHEREAS, the City of Rancho Cordova wishes to contract with Raney Planning & Management, Inc. for the preparation of an Environmental Impact Report for the Legado Specific Plan project; and

WHEREAS, adoption of this Resolution will authorize the City Manager to execute Contract No. 2024-267 in an amount not to exceed \$237,760; and

WHEREAS, the applicant, Reynen & Bardis Homes, will be responsible for all costs incurred by Raney Planning & Management, Inc. for the amount of \$237,760; and

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2024-267 with Raney Planning & Management, Inc. in an amount not to exceed \$237,760, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of December 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
RANEY PLANNING AND MANAGEMENT INC.**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Raney Planning and Management, Inc. a Corporation ("Professional") as of [REDACTED], 20XX.

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, 2026, 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 \$237,760, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments

Revised 10-31-2023

Professional Services Agreement between
City of Rancho Cordova and Raney Planning and Management Inc.
Page 1 of 16

[DATE]

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 (\$1,265). 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.

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Professional Services Agreement between
City of Rancho Cordova and Raney Planning and Management Inc.
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[DATE]

- 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.

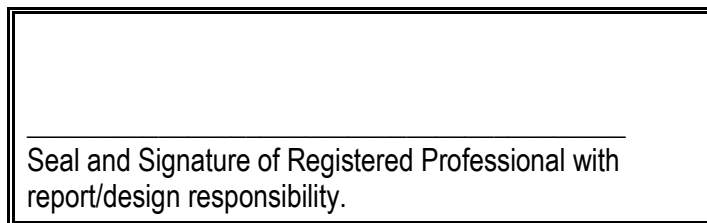
- 10.1 **Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may 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 Darcy Goulart ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Professional shall be sent to:
Rod Stinson, Vice President
1501 Sports Dr, Suite A, Sacramento California, 95834
- Email Address (for Insurance Update Requests)
rods@raneymanagement.com
- Any written notice to City shall be sent to:
Darcy Goulart
Community Development Director
2729 Prospect Park Dr, Rancho Cordova, CA 95670
- 10.11 Professional Seal.** Where applicable in the determination of the Contract Administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 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

Rod Stinson, Vice President

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
COMPENSATION SCHEDULE

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions.	
6 City, state, and ZIP code		Requester's name and address (optional)
7 List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
Social security number [] [] - [] - [] [] or Employer identification number [] [] - [] [] [] []		
Part II Certification Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.		
• Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.		

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

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

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

Form W-9 (Rev. 10-2018)

Page 3

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

5396302.2

MEMORANDUM



ITEM 9.8.

DATE: December 2, 2024
TO: Honorable Mayor and Council Members
FROM: Megan Siren, Assistant to the City Manager
Matt Thomas, Facilities Services Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE
A PURCHASE IN AN AMOUNT NOT TO EXCEED \$399,039 WITH
MILES TREASTER AND ASSOCIATES FOR OFFICE FURNITURE
FOR SUITE 230 AT RANCHO CORDOVA CITY HALL**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute a purchase order in an amount not to exceed \$399,039 with Miles Treaster and Associates to furnish Suite 230 at Rancho Cordova City Hall.

BACKGROUND

The City retained NORR Architects, Inc. in 2019 to establish a Space Planning Master Plan for a 10 year horizon for staffing and operational needs for the City. The Space Planning Master Plan is assisting in prioritizing physical improvements to City-owned facilities. The first major improvement project that was completed in 2023 was Suite 220 at Rancho Cordova City Hall. The next major improvement project was identified as Suite 230 at Rancho Cordova City Hall to accommodate the City's operational needs and accommodate future growth.

The Suite 230 improvement tenant improvements included minor modifications for American Disability Act (ADA), electrical modifications, new carpet and paint, and improvements to connect the suite to Suite 220. The tenant improvements are scheduled to be put out to bid in December 2024.

The purchase order with Miles Treaster and Associates is for furnishing of Suite 230. The City is utilizing a cooperative agreement through OMNIA Partners. OMNIA Partners is designed in cooperation with an advisory board of local government officials across the United States and is sponsored by the National Association of Counties, the National Institute of Government Purchasing, the National League of Cities, the League of California Cities and the United States Conference of Mayors. The program allows public agencies to aggregate individual purchasing power and achieve greater volume discounts. Public agencies competitively solicit and award agreements with OMNIA Partners, who then make them available to other public agencies and

nonprofit organizations.

The purchase order pricing is based on a competitive bid conducted by the University of California for office furniture and related services. The pricing through the bid process is valid until April 30, 2027, and is in an amount not to exceed \$399,039.

FISCAL IMPACT AND FUNDING SOURCE

The total project budget for capital improvements, including the furnishing of the suite, is funded from Capital Facilities Fees (Fund 201).

This project is included in the City's current approved Capital Improvement Plan and in the FY 24/25 budget.

ATTACHMENT(S)

1. Resolution
2. Quote for Suite 230 Furniture

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$399,039 WITH MILES TREASTER AND ASSOCIATES TO FURNISH SUITE 230

WHEREAS, the City is utilizing a cooperative purchasing agreement through OMNIA Partners; and

WHEREAS, the University of California, through the OMNIA Partners cooperative purchasing agreement, issued a competitive bid for office furniture and related services and awarded the bid to Herman Miller, Inc. with an effective contract from May 28, 2020 through April 30, 2027; and

WHEREAS, the local vendor for Herman Miller, Inc. is Miles Treaster and Associates; and

WHEREAS, adoption of this Resolution will authorize the purchase order to Miles Treaster and Associates in an amount not to exceed \$399,039 for Suite 230 furnishings; and

WHEREAS, funding for this project consists of Capital Facilities Fees fund (CFF); and

WHEREAS, this project was reviewed under the requirements of the California Environmental Quality Act (CEQA) at the time the City approved its five year Capital Improvement Program, and it has been determined to be exempt from further review pursuant to CEQA regulation 15301(I) regarding repairs, maintenance, or minor alterations to "existing facilities," so long as the project involved negligible or no expansion beyond the current facilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to approve a purchase order with Miles Treaster and Associates in an amount not to exceed \$399,039 and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of December 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 9.8.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

David Sander, Mayor



Proposal

Miles Treaster & Associates
 1810 13th Street, Suite 100
 Sacramento, CA 95811
 Phone: 916-373-1800
 Fax: 916-373-1899
 www.mtaoffice.com

Quote/Order No	117050
Date	10/17/2024
Customer PO No	
Customer Account	RANCHO CORDOVA
Terms	NET 30
Sales Associate	Hortencia Ruivivar
Project Number	
Page	1 of 27

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

ATTN: Matt Thomas
 Phone: (916) 851-8872
 Email: mcthomas@cityofranhocordova.org

City of Rancho Cordova
 2729 Prospect Park Drive
 Suite 230
 Rancho Cordova, CA 95670

ATTN: Matt Thomas
 Phone: (916) 851-8872
 Email: mcthomas@cityofranhocordova.org

Prepared for : Matt Thomas

Quote valid for 30 days

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	12.00 Each	AER1B21PW--SZS-G1-G1-G1-C7-BK-231-03 +Work Chair,New Aeron,B Size,Std-Hgt Range Adj,Std Tlt,Fixed Arms,Non-Uphst Armpads OPTION: SZS:+basic back support OPTION: G1:+graphite (CP) OPTION: G1:+graphite (CP) OPTION: G1:+graphite (CP) OPTION: C7:+2 1/2" caster, black yoke, hard floors or carpet OPTION: BK:+black OPTION: 231:+8Z Pellicle-Pr Cat 1 OPTION: 03:+8Z Pellicle graphite Mark Line For: Tag TG: Conference 1	848.82	10,185.84
2	6.00 Each	LK-CBT-TT29-2472--SMF-MBK-BL Lok Tilt Cantilever T-Base For Rectangular Tops- 24d x 72w x 29 OPTION: SMF:Single Metal Finish OPTION: MBK:Matte Black Feet and Post OPTION: BL:Black Caster Mark Line For: Tag TG: Conference 1	502.78	3,016.68
3	6.00 Each	LK-MPH-72H--T1-PIL Lok Hinged HPL Modesty Panel- 72 OPTION: T1:JSI HPL Standard OPTION: PIL:Pilsner Mark Line For: Tag TG: Conference 1	168.36	1,010.16
4	6.00 Each	LK-TT29-2472T--T1-PIL-N-YLB Lok Rectangular Training Top - 24d x 72w OPTION: T1:JSI HPL Laminate Std OPTION: PIL:Pilsner OPTION: N:No Cutout OPTION: YLB:Yes Linking Bracket (set of 2) Mark Line For: Tag TG: Conference 1	280.14	1,680.84

ITEM 9.8.

ATTACHMENT 2



Proposal

Miles Treaster & Associates
 1810 13th Street, Suite 100
 Sacramento, CA 95811
 Phone: 916-373-1800
 Fax: 916-373-1899
 www.mtaoffice.com

Quote/Order No	117050
Date	10/17/2024
Customer PO No	
Customer Account	RANCHO CORDOVA
Terms	NET 30
Sales Associate	Hortencia Ruivivar
Project Number	
Page	2 of 27

5	1.00 Each	LKT2072-36L777--PIL-SMF-MBK-- LOK Closed Storage Credenza at Counter Height- 20d x 72w x 36h OPTION: PIL:Pilsner OPTION: SMF:Single Metal Finish OPTION: MBK:Matte Black Feet and Post OPTION: ~:No Locking Door(s) Selected Mark Line For: Tag TG: Conference 1	1,692.34	1,692.34
6	4.00 Each	AW6001WL--C-Momentum-Mello-9543191-C-Momentum-Mello-9543191-C-Momentum-Mello-9543191-C-PIL Arwyn Mid Back Crossover Lounge - Wood Leg - 30 1/2d x 28w x 33h OPTION: C:Grade C (Extreme Back & Arm) OPTION: Momentum:Momentum Fabric OPTION: Mello:Mello OPTION: 9543191:Ink OPTION: C:Grade C (Interior Back & Arm) OPTION: Momentum:Momentum Fabric OPTION: Mello:Mello OPTION: 9543191:Ink OPTION: C:Grade C (Seat Cushion) OPTION: Momentum:Momentum Fabric OPTION: Mello:Mello OPTION: 9543191:Ink OPTION: C:Grade C (Highest Grade Selected) OPTION: PIL:Pilsner Mark Line For: Tag TG: Conference 1	920.92	3,683.68
7	2.00 Each	AWV0022-21RDML--L-PIL-MBK Arwyn Round End Table - Metal Legs - 22d x 22w x 21h OPTION: L:Laminate Surface OPTION: PIL:Pilsner OPTION: MBK:Matte Black Mark Line For: Tag TG: Conference 1	772.80	1,545.60
8	10.00 Each	AER1B21PW--SZS-G1-G1-G1-C7-BK-231-03 +Work Chair,New Aeron,B Size,Std-Hgt Range Adj,Std Tlt,Fixed Arms,Non-Uphst Armpads OPTION: SZS:+basic back support OPTION: G1:+graphite (CP) OPTION: G1:+graphite (CP) OPTION: G1:+graphite (CP) OPTION: C7:+2 1/2" caster, black yoke, hard floors or carpet OPTION: BK:+black OPTION: 231:+8Z Pellicle-Pr Cat 1 OPTION: 03:+8Z Pellicle graphite	848.82	8,488.20

ITEM 9.8.

ATTACHMENT 2



Proposal

Miles Treaster & Associates
 1810 13th Street, Suite 100
 Sacramento, CA 95811
 Phone: 916-373-1800
 Fax: 916-373-1899
 www.mtaoffice.com

Quote/Order No	117050
Date	10/17/2024
Customer PO No	
Customer Account	RANCHO CORDOVA
Terms	NET 30
Sales Associate	Hortencia Ruivivar
Project Number	
Page	3 of 27

		Mark Line For: Tag TG: Conference 2		
9	3.00 Each	74K2428PNL--STD-IM DOCK,24DX28H,PANEL BASE,HPL OPTION: STD:STANDARD GROUP 1 OPTION: IM:BRIGHTON Mark Line For: Tag TG: Conference 2	348.30	1,044.90
10	1.00 Each	NACG162ELS ACCESSORIES,9DX15W POWER DATA OASIS,SILVER Mark Line For: Tag TG: Conference 2	1,637.10	1,637.10
11	4.00 Each	75K42WSSR DOCK,42W,UNDERSURFACE SUPPORT RAIL Mark Line For: Tag TG: Conference 2	32.40	129.60
12	1.00 Each	WWN48120RT2L--VIM-CUT-G16E-X-X-STD-IM WAVEWORKS,48DX120W,CONFERENCE TOP,RECTANGLE,HPL OPTION: VIM:SOFTENED,BRIGHTON OPTION: CUT-G16E:CUTOUT-G16,END OPTION: X:NO MODIFIED DEPTH (STANDARD) OPTION: X:NO MODIFIED WIDTH (STANDARD) OPTION: STD:STANDARD LAMINATE OPTION: IM:BRIGHTON Mark Line For: Tag TG: Conference 2	2,378.25	2,378.25
13	4.00 Each	N18MPUA--KD-51-1-11607-STD PICADO,TASK,PLASTIC BACK,UPHOLSTERED SEAT OPTION: KD:TOOL-LESS KNOCK DOWN OPTION: 51:WHITE OPTION: 1:GRADE 1 OPTION: 11607:CALI PIER OPTION: STD:HARD CASTER Mark Line For: Tag TG: Huddle 2	495.00	1,980.00
14	1.00 Each	BP-18--IM UNIVERSAL,18WX27H,CYLINDER BASE,NO WIRE MGMT,LAMINATE OPTION: IM:BRIGHTON Mark Line For: Tag TG: Huddle 2	591.30	591.30
15	1.00 Each	WWN42RDL--V405-X-STD-405 WAVEWORKS,42DIA,CONFERENCE TOP,ROUND,HPL OPTION: V405:SOFTENED,DESIGNER WHITE OPTION: X:NO GROMMET OPTION: STD:STANDARD LAMINATE OPTION: 405:DESIGNER WHITE	759.60	759.60



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		Mark Line For: Tag TG: Huddle 2		
16	1.00 Each	DP1EPS.3672LLNN--HM-HM-HM-HM-98 +Headway Communal Table, Standing Ht,sq-edge,36" d,72" w,high-pressure lam top/thermoplastic edge,high-pressure lam outer leg panel/thermoplastic edge,no cut OPTION: HM:+natural maple (non-promote) OPTION: HM:+natural maple (non-promote) OPTION: HM:+natural maple (non-promote) OPTION: HM:+natural maple (non-promote) OPTION: 98:+studio white (CP) Mark Line For: Tag TG: Huddle 4	1,886.72	1,886.72
17	4.00 Each	N18SPUA--KD-51-1-11607-STD PICADO,STOOL,PLASTIC BACK,UPHOLSTERED SEAT OPTION: KD:TOOL-LESS KNOCK DOWN OPTION: 51:WHITE OPTION: 1:GRADE 1 OPTION: 11607:CALI PIER OPTION: STD:HARD CASTER Mark Line For: Tag TG: Huddle 4	618.75	2,475.00
18	2.00 Each	N18MPUA--KD-51-1-11607-STD PICADO,TASK,PLASTIC BACK,UPHOLSTERED SEAT OPTION: KD:TOOL-LESS KNOCK DOWN OPTION: 51:WHITE OPTION: 1:GRADE 1 OPTION: 11607:CALI PIER OPTION: STD:HARD CASTER Mark Line For: Tag TG: Huddle 9	495.00	990.00
19	1.00 Each	15N3660RTL--VIM-X-STD-IM MIO,36DX60W,CONFERENCE TOP,RECTANGLE,LAMINATE OPTION: VIM:SOFTENED,BRIGHTON OPTION: X:NO GROMMET OPTION: STD:STANDARD LAMINATE OPTION: IM:BRIGHTON Mark Line For: Tag TG: Huddle 9	997.20	997.20
20	1.00 Each	15N4867MW2L--ET29-TS-X-X-X-501-IM-IM MIO,48WX67H,MEDIA WALL,DESK HT,LAMINATE OPTION: ET29:DESK HT ACCESS PANEL,FRONT OPTION: TS:SINGLE TV MOUNT,FRONT OPTION: X:NO BACK SIDE EXTENSION OPTION: X:NO TV MOUNT,BACK OPTION: X:NO GROMMET OPTION: 501:PLATINUM METALLIC OPTION: IM:BRIGHTON	3,073.50	3,073.50



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		OPTION: IM:BRIGHTON Mark Line For: Tag TG: Huddle 9		
21	1.00 Each	15N6028TPBP--6-501 MIO,FOR 60W TOP,TAPER BASE,MIO WALL MNT,DESK HEIGHT,PAINT OPTION: 6:STD CHANNEL HEIGHT OPTION: 501:PLATINUM METALLIC Mark Line For: Tag TG: Huddle 9	1,709.55	1,709.55
22	4.00 Each	405-67C-51A--GR-4-GR 4-18BB-16HP-~~~LS1-2G-~~18S-B- SS-9FA Genie medium B seat, synchro, 8D black arms. OPTION: GR-4:Grade 4 textile. OPTION: GR 4:Momentum Endurance EPU Noir OPTION: 18BB:Standard black base for black frames. OPTION: 16HP:Standard black soft/carpeted floor casters. OPTION: ~:Standard casters. OPTION: ~:Not selected. OPTION: LS1:Adjustable mechanical lumbar support. OPTION: 2G:silver mesh -2G OPTION: ~:N/A. OPTION: 18S:#18S stationary arm cap OPTION: B:Standard black frame. OPTION: SS:Seat Slider OPTION: 9FA:Ships 95% assembled. No tools required (standard). Mark Line For: Tag TG: L-Hand Office: 1, 5,	768.20	3,072.80
23	4.00 Each	EVOLVE2-F--BLK Evolve Series Dual Monitor Arm w/DC & GM, Fixed Arms OPTION: BLK:Black Mark Line For: Tag TG: L-Hand Office: 1, 5, 7, 12	284.40	1,137.60
24	4.00 Each	AW6000WL--C-Momentum-Mello-9543191-C-Momentum- Mello-9543191-C-Momentum-Mello-9543191-C-PIL Arwyn Guest Chair - Wood Leg - 28d x 26w x 32h OPTION: C:Grade C (Extreme Back & Arm) OPTION: Momentum:Momentum Fabric OPTION: Mello:Mello OPTION: 9543191:Ink OPTION: C:Grade C (Interior Back & Arm) OPTION: Momentum:Momentum Fabric OPTION: Mello:Mello OPTION: 9543191:Ink OPTION: C:Grade C (Seat Cushion) OPTION: Momentum:Momentum Fabric	836.74	3,346.96

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		OPTION: Mello:Mello OPTION: 9543191:Ink OPTION: C:Grade C (Highest Grade Selected) OPTION: PIL:Pilsner Mark Line For: Tag TG: L-Hand Office: 1, 5, 7, 12		
25	4.00 Each	AH24-5472-3TS--MBK Vision Adjustable Height Base For Corner And L-Unit - Standard Range - 24d x 54-72w x Adj h OPTION: MBK:Matte Black Mark Line For: Tag TG: L-Hand Office: 1, 5, 7, 12	732.32	2,929.28
26	4.00 Each	VSB3020WTC--A-MOMENTUM-GUILD-NA Vision 29 3/4w x 19h Wall Mount Tackboard OPTION: A:Grade A OPTION: MOMENTUM:Momentum Fabric OPTION: GUILD:Guild OPTION: NA:Indigo Mark Line For: Tag TG: L-Hand Office: 1, 5, 7, 12	135.70	542.80
27	4.00 Each	VST1620MBBF--PIL-ALB-P001-MBK-NCGR-YLK-MBK Vision 18 7/8d x 15 5/8w x 28h Modular Box/Box/File Pedestal OPTION: PIL:Pilsner OPTION: ALB:Alabaster OPTION: P001:Bar Pull OPTION: MBK:Matte BlackHardware Color Scheme OPTION: NCGR:No Chassis Grommets OPTION: YLK:Yes Locking OPTION: MBK:Matte Black Mark Line For: Tag TG: L-Hand Office: 1, 5, 7, 12	388.24	1,552.96
28	4.00 Each	VST1620MFF--PIL-ALB-P001-MBK-NCGR-YLK-MBK Vision 18 7/8d x 15 5/8w x 28h Modular File/File Pedestal OPTION: PIL:Pilsner OPTION: ALB:Alabaster OPTION: P001:Bar Pull OPTION: MBK:Matte BlackHardware Color Scheme OPTION: NCGR:No Chassis Grommets OPTION: YLK:Yes Locking OPTION: MBK:Matte Black Mark Line For: Tag TG: L-Hand Office: 1, 5, 7, 12	380.42	1,521.68
29	4.00 Each	VST1630WSO--PIL-LAM-ALB-YLK-MBK Vision 16d x 30w x 18h Wall Mount Overhead Cabinet w/Two Doors OPTION: PIL:Pilsner OPTION: LAM:Laminate Door OPTION: ALB:Alabaster	443.90	1,775.60

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		OPTION: YLK:Yes Locking OPTION: MBK:Matte Black Mark Line For: Tag TG: L-Hand Office: 1, 5, 7, 12		
30	4.00 Each	ZVST3620MCTS--TFL-PIL-R3-NGA-NGB-NGC Vision 20 x 36 Modular Pedestal Top Custom Width to 31-3/8" OPTION: TFL:TFL Worksurface OPTION: PIL:Pilsner OPTION: R3:Eased Edge OPTION: NGA:No Grommet in Left Location (A) OPTION: NGB:No Grommet in Center Location (B) OPTION: NGC:No Grommet in Right Location (C) Mark Line For: Tag TG: L-Hand Office: 1, 5, 7, 12	148.58	594.32
31	4.00 Each	VST6010HMPR--PIL Vision Hanging Modesty - Rounded Corners-3/4d x 59 5/8w x 10h OPTION: PIL:Pilsner Mark Line For: Tag TG: L-Hand Office: 1, 5, 7, 12	151.34	605.36
32	4.00 Each	VST6072SWPRT--TFL-PIL-R3-YGD-MBK Vision Modular Sweeping L Desk Top-60d x 72w x 1 3/16h OPTION: TFL:TFL Worksurface OPTION: PIL:Pilsner OPTION: R3:Eased Edge OPTION: YGD:Yes End Top Grommet Location (D) OPTION: MBK:Matte Black Mark Line For: Tag TG: L-Hand Office: 1, 5, 7, 12	658.72	2,634.88
33	1.00 Each	EVOLVE2-F--BLK Evolve Series Dual Monitor Arm w/DC & GM, Fixed Arms OPTION: BLK:Black Mark Line For: Tag TG: Mgr Office: 13	284.40	284.40
34	4.00 Each	N18MPUA--KD-51-1-11607-STD PICADO,TASK,PLASTIC BACK,UPHOLSTERED SEAT OPTION: KD:TOOL-LESS KNOCK DOWN OPTION: 51:WHITE OPTION: 1:GRADE 1 OPTION: 11607:CALI PIER OPTION: STD:HARD CASTER Mark Line For: Tag TG: Mgr Office: 13	495.00	1,980.00
35	1.00 Each	AW6000WL--C-Momentum-Mello-9543191-C-Momentum-Mello-9543191-C-Momentum-Mello-9543191-C-PIL Arwyn Guest Chair - Wood Leg - 28d x 26w x 32h OPTION: C:Grade C (Extreme Back & Arm) OPTION: Momentum:Momentum Fabric OPTION: Mello:Mello	836.74	836.74

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		OPTION: 9543191:Ink OPTION: C:Grade C (Interior Back & Arm) OPTION: Momentum:Momentum Fabric OPTION: Mello:Mello OPTION: 9543191:Ink OPTION: C:Grade C (Seat Cushion) OPTION: Momentum:Momentum Fabric OPTION: Mello:Mello OPTION: 9543191:Ink OPTION: C:Grade C (Highest Grade Selected) OPTION: PIL:Pilsner Mark Line For: Tag TG: Mgr Office: 13		
36	1.00 Each	405-67C-51A--GR-4-GR 4-18BB-16HP-~~~LS1-2G-~~18S-B-SS-9FA Genie medium B seat, synchro, 8D black arms. OPTION: GR-4:Grade 4 textile. OPTION: GR 4:Momentum Edurance EPU Noir OPTION: 18BB:Standard black base for black frames. OPTION: 16HP:Standard black soft/carpeted floor casters. OPTION: ~:Standard casters. OPTION: ~:Not selected. OPTION: LS1:Adjustable mechanical lumbar support. OPTION: 2G:silver mesh -2G OPTION: ~:N/A. OPTION: 18S:#18S stationary arm cap OPTION: B:Standard black frame. OPTION: SS:Seat Slider OPTION: 9FA:Ships 95% assembled. No tools required (standard). Mark Line For: Tag TG: Mgr Office: 13	768.20	768.20
37	1.00 Each	AH24-5472-3TS--MBK Vision Adjustable Height Base For Corner And L-Unit - Standard Range - 24d x 54-72w x Adj h OPTION: MBK:Matte Black Mark Line For: Tag TG: Mgr Office: 13	732.32	732.32
38	1.00 Each	VSB7220WTC--A-MOMENTUM-GUILD-NA Vision 71 3/4w x 19h Wall Mount Tackboard OPTION: A:Grade A OPTION: MOMENTUM:Momentum Fabric OPTION: GUILD:Guild OPTION: NA:Indigo Mark Line For: Tag TG: Mgr Office: 13	227.70	227.70
39	1.00 Each	VST12SP--PIL	80.96	80.96



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		Vision 12w x 28h Modular Center Support Panel OPTION: PIL:Pilsner Mark Line For: Tag TG: Mgr Office: 13		
40	2.00 Each	VST1636WSO--PIL-LAM-ALB-YLK-MBK Vision 16d x 36w x 18h Wall Mount Overhead Cabinet w/Two Doors OPTION: PIL:Pilsner OPTION: LAM:Laminate Door OPTION: ALB:Alabaster OPTION: YLK:Yes Locking OPTION: MBK:Matte Black Mark Line For: Tag TG: Mgr Office: 13	466.90	933.80
41	1.00 Each	VST18RBA--PIL Vision 18 dia. Cylinder Base with Access Panel OPTION: PIL:Pilsner Mark Line For: Tag TG: Mgr Office: 13	581.44	581.44
42	1.00 Each	VST2036RSHR--TFL-PIL-R3-PIL-FMP-NGA-NGB-NGC-NCGR Vision 20 x 36 Return Shell, Right OPTION: TFL:TFL Worksurface OPTION: PIL:Pilsner OPTION: R3:Eased Edge OPTION: PIL:Pilsner OPTION: FMP:Full Modesty Panel (Standard) OPTION: NGA:No Grommet in Left Location (A) OPTION: NGB:No Grommet in Center Location (B) OPTION: NGC:No Grommet in Right Location (C) OPTION: NCGR:No Chassis Grommets Mark Line For: Tag TG: Mgr Office: 13	412.16	412.16
43	1.00 Each	VST2072MCT--TFL-PIL-R3-NGA-NGB-NGC Vision 20 x 72 Modular Credenza Top OPTION: TFL:TFL Worksurface OPTION: PIL:Pilsner OPTION: R3:Eased Edge OPTION: NGA:No Grommet in Left Location (A) OPTION: NGB:No Grommet in Center Location (B) OPTION: NGC:No Grommet in Right Location (C) Mark Line For: Tag TG: Mgr Office: 13	190.90	190.90
44	2.00 Each	VST3620MLF--PIL-ALB-P001-MBK-NCGR-YLK-MBK Vision 18 7/8d x 35 7/8w x 28h Modular Lateral File Pedestal OPTION: PIL:Pilsner OPTION: ALB:Alabaster OPTION: P001:Bar Pull OPTION: MBK:Matte BlackHardware Color Scheme	538.66	1,077.32

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		OPTION: NCGR:No Chassis Grommets OPTION: YLK:Yes Locking OPTION: MBK:Matte Black Mark Line For: Tag TG: Mgr Office: 13		
45	1.00 Each	VST3672BC--PIL Vision 15-1/2d x 36w x 72h 5-Shelf Bookcase OPTION: PIL:Pilsner Mark Line For: Tag TG: Mgr Office: 13	639.40	639.40
46	1.00 Each	VST36TT--TFL-PIL-R3-NCB Vision 36 dia. Round Conference Table Top OPTION: TFL:TFL Worksurface OPTION: PIL:Pilsner OPTION: R3:Eased Edge OPTION: NCB:No Cut Out in the (B) Location Mark Line For: Tag TG: Mgr Office: 13	333.96	333.96
47	1.00 Each	VST4810HMPR--PIL Vision Hanging Modesty - Rounded Corners-3/4d x 47 5/8w x 10h OPTION: PIL:Pilsner Mark Line For: Tag TG: Mgr Office: 13	139.38	139.38
48	1.00 Each	VST4848VB--PIL-A-MOMENTUM-GUILD-NA Vision 48d x 48w Visual Board OPTION: PIL:Pilsner OPTION: A:Grade A OPTION: MOMENTUM:Momentum Fabric OPTION: GUILD:Guild OPTION: NA:Indigo Mark Line For: Tag TG: Mgr Office: 13	1,082.38	1,082.38
49	1.00 Each	VST6010HMPR--PIL Vision Hanging Modesty - Rounded Corners-3/4d x 59 5/8w x 10h OPTION: PIL:Pilsner Mark Line For: Tag TG: Mgr Office: 13	151.34	151.34
50	1.00 Each	VST6072SWPLT--TFL-PIL-R3-YGD-MBK Vision Modular Sweeping L Desk Top-60d x 72w x 1 3/16h OPTION: TFL:TFL Worksurface OPTION: PIL:Pilsner OPTION: R3:Eased Edge OPTION: YGD:Yes End Top Grommet Location (D) OPTION: MBK:Matte Black Mark Line For: Tag TG: Mgr Office: 13	658.72	658.72
51	5.00 Each	405-67C-51A--GR-4-GR 4-18BB-16HP-~~~LS1-2G~~18S-B-SS-9FA	768.20	3,841.00

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		Genie medium B seat, synchro, 8D black arms. OPTION: GR-4:Grade 4 textile. OPTION: GR 4:Momentum Endurance EPU Noir OPTION: 18BB:Standard black base for black frames. OPTION: 16HP:Standard black soft/carpeted floor casters. OPTION: ~:Standard casters. OPTION: ~:Not selected. OPTION: LS1:Adjustable mechanical lumbar support. OPTION: 2G:silver mesh -2G OPTION: ~:N/A. OPTION: 18S:#18S stationary arm cap OPTION: B:Standard black frame. OPTION: SS:Seat Slider OPTION: 9FA:Ships 95% assembled. No tools required (standard). Mark Line For: Tag TG: R-Hand Office: 3, 6,		
52	5.00 Each	EVOLVE2-F--BLK Evolve Series Dual Monitor Arm w/DC & GM, Fixed Arms OPTION: BLK:Black Mark Line For: Tag TG: R-Hand Office: 3, 6, 8, 10-11	284.40	1,422.00
53	5.00 Each	AW6000WL--C-Momentum-Mello-9543191-C-Momentum-Mello-9543191-C-Momentum-Mello-9543191-C-PIL Arwyn Guest Chair - Wood Leg - 28d x 26w x 32h OPTION: C:Grade C (Extreme Back & Arm) OPTION: Momentum:Momentum Fabric OPTION: Mello:Mello OPTION: 9543191:Ink OPTION: C:Grade C (Interior Back & Arm) OPTION: Momentum:Momentum Fabric OPTION: Mello:Mello OPTION: 9543191:Ink OPTION: C:Grade C (Seat Cushion) OPTION: Momentum:Momentum Fabric OPTION: Mello:Mello OPTION: 9543191:Ink OPTION: C:Grade C (Highest Grade Selected) OPTION: PIL:Pilsner Mark Line For: Tag TG: R-Hand Office: 3, 6, 8, 10-11	836.74	4,183.70
54	5.00 Each	AH24-5472-3TS--MBK Vision Adjustable Height Base For Corner And L-Unit - Standard Range - 24d x 54-72w x Adj h OPTION: MBK:Matte Black Mark Line For: Tag TG: R-Hand Office: 3, 6, 8, 10-11	732.32	3,661.60
55	5.00		135.70	678.50



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	Each	VSB3020WTC--A-MOMENTUM-GUILD-NA Vision 29 3/4w x 19h Wall Mount Tackboard OPTION: A:Grade A OPTION: MOMENTUM:Momentum Fabric OPTION: GUILD:Guild OPTION: NA:Indigo Mark Line For: Tag TG: R-Hand Office: 3, 6, 8, 10-11		
56	5.00 Each	VST1620MBBF--PIL-ALB-P001-MBK-NCGR-YLK-MBK Vision 18 7/8d x 15 5/8w x 28h Modular Box/Box/File Pedestal OPTION: PIL:Pilsner OPTION: ALB:Alabaster OPTION: P001:Bar Pull OPTION: MBK:Matte BlackHardware Color Scheme OPTION: NCGR:No Chassis Grommets OPTION: YLK:Yes Locking OPTION: MBK:Matte Black Mark Line For: Tag TG: R-Hand Office: 3, 6, 8, 10-11	388.24	1,941.20
57	5.00 Each	VST1620MFF--PIL-ALB-P001-MBK-NCGR-YLK-MBK Vision 18 7/8d x 15 5/8w x 28h Modular File/File Pedestal OPTION: PIL:Pilsner OPTION: ALB:Alabaster OPTION: P001:Bar Pull OPTION: MBK:Matte BlackHardware Color Scheme OPTION: NCGR:No Chassis Grommets OPTION: YLK:Yes Locking OPTION: MBK:Matte Black Mark Line For: Tag TG: R-Hand Office: 3, 6, 8, 10-11	380.42	1,902.10
58	5.00 Each	VST1630WSO--PIL-LAM-ALB-YLK-MBK Vision 16d x 30w x 18h Wall Mount Overhead Cabinet w/Two Doors OPTION: PIL:Pilsner OPTION: LAM:Laminate Door OPTION: ALB:Alabaster OPTION: YLK:Yes Locking OPTION: MBK:Matte Black Mark Line For: Tag TG: R-Hand Office: 3, 6, 8, 10-11	443.90	2,219.50
59	5.00 Each	ZVST3620MCTS--TFL-PIL-R3-NGA-NGB-NGC Vision 20 x 36 Modular Pedestal Top Custom Width to 31-3/8" OPTION: TFL:TFL Worksurface OPTION: PIL:Pilsner OPTION: R3:Eased Edge OPTION: NGA:No Grommet in Left Location (A) OPTION: NGB:No Grommet in Center Location (B)	148.58	742.90

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		OPTION: NGC:No Grommet in Right Location (C) Mark Line For: Tag TG: R-Hand Office: 3, 6, 8, 10-11		
60	5.00 Each	VST6010HMPR--PIL Vision Hanging Modesty - Rounded Corners-3/4d x 59 5/8w x 10h OPTION: PIL:Pilsner Mark Line For: Tag TG: R-Hand Office: 3, 6, 8, 10-11	151.34	756.70
61	5.00 Each	VST6072SWPLT--TFL-PIL-R3-YGD-MBK Vision Modular Sweeping L Desk Top-60d x 72w x 1 3/16h OPTION: TFL:TFL Worksurface OPTION: PIL:Pilsner OPTION: R3:Eased Edge OPTION: YGD:Yes End Top Grommet Location (D) OPTION: MBK:Matte Black Mark Line For: Tag TG: R-Hand Office: 3, 6, 8, 10-11	658.72	3,293.60
62	18.00 Each	FT110.4624J--91 +Frame,Base Covers, Pwr/Data knockouts 46H 24W OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	87.00	1,566.00
63	32.00 Each	FT110.4630N--91 +Frame,Base Covers, no knockouts 46H 30W OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	86.70	2,774.40
64	64.00 Each	FT110.4648J--91 +Frame,Base Covers, Pwr/Data knockouts 46H 48W OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	109.80	7,027.20
65	10.00 Each	FT110.5724N--91 +Frame,Base Covers, no knockouts 57H 24W OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	88.20	882.00
66	18.00 Each	FT110.5748J--91 +Frame,Base Covers, Pwr/Data knockouts 57H 48W OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	114.90	2,068.20
67	18.00 Each	FT110.5748N--91 +Frame,Base Covers, no knockouts 57H 48W OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	109.80	1,976.40
68	10.00 Each	FT112.24AP--91 +Frame Top Cap,Standard Ptd 24W	13.20	132.00

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		OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations		
69	36.00 Each	FT112.48AP--91 +Frame Top Cap,Standard Ptd 48W OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	18.90	680.40
70	32.00 Each	FT114.1130P5A--91 +Frame Top Screen,Ptd Stndrd Top Cap,Opal Etched 1/4 thick, 11H 30W OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	159.90	5,116.80
71	23.00 Each	FT114.1196G5A--91 @Frame Top Screen,Ptd Std Top Cap 2 Frm,Opal Etched 1/4 thick, 11H 96W OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	374.40	8,611.20
72	20.00 Each	FT121.246 +Conn 90,Universal,2way,90 deg-for 46H frames and lower Mark Line For: Tag TG: Workstations	26.10	522.00
73	5.00 Each	FT121.346 +Conn 90,Universal,3way-for 46H frames and lower Mark Line For: Tag TG: Workstations	30.30	151.50
74	18.00 Each	FT121.357 +Conn 90,Universal,3way-for 53H frames and higher Mark Line For: Tag TG: Workstations	45.00	810.00
75	10.00 Each	FT121.446 +Conn 90,Universal,4way-for 46H frames and lower Mark Line For: Tag TG: Workstations	35.40	354.00
76	8.00 Each	FT123.111NP--91 +Conn Cover 90-Deg, 1 Side Covered,No Base Ptd 11H OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	18.60	148.80
77	15.00 Each	FT123.146BP--91 +Conn Cover 90-Deg, 1 Side Covered,Base Cover Ptd 46H OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	19.80	297.00
78	8.00 Each	FT123.157BP--91 +Conn Cover 90-Deg, 1 Side Covered,Base Cover Ptd 57H OPTION: 91:+white (CP)	21.90	175.20



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		Mark Line For: Tag TG: Workstations		
79	10.00 Each	FT123.211NP--91 +Conn Cover 90-Deg, 2 Sides Covered, No Base Ptd 11H OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	22.20	222.00
80	20.00 Each	FT123.246BP--91 +Conn Cover 90-Deg, 2 Sides Covered, Base Cover Ptd 46H OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	25.20	504.00
81	1.00 Each	FT123.311NP--91 +Conn Cover 90-Deg, 3 Sides Covered, No Base Ptd 11H OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	30.90	30.90
82	1.00 Each	FT126.1AP--91 +Top Cap, Conn 90-Deg, Connects-1 Frame Top Caps Ptd OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	13.50	13.50
83	24.00 Each	FT126.2AP--91 +Top Cap, Conn 90-Deg, Connects-2 Frame Top Caps, 90-Deg Ptd OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	13.50	324.00
84	8.00 Each	FT126.2BP--91 +Top Cap, Conn 90-Deg, Connects-2 Frame Top Caps, 180-Deg Ptd OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	13.50	108.00
85	5.00 Each	FT126.3AP--91 +Top Cap, Conn 90-Deg, Connects-3 Frame Top Caps Ptd OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	13.50	67.50
86	10.00 Each	FT126.4AP--91 +Top Cap, Conn 90-Deg, Connects-4 Frame Top Caps Ptd OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	13.50	135.00
87	41.00 Each	FT128.46 +Connection Hardware, Frame-to-Frame 46H Mark Line For: Tag TG: Workstations	11.10	455.10
88	18.00 Each	FT128.57	14.10	253.80

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		+Connection Hardware, Frame-to-Frame 57H Mark Line For: Tag TG: Workstations		
89	5.00 Each	FT143.57E--LZ-91 +Ceiling Power Entry,Conn,4-circ pwr,connects in base 57H OPTION: LZ:+PVC-free OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	395.40	1,977.00
90	18.00 Each	FT150.24--LZ +Base Power Harness 24W OPTION: LZ:+PVC-free Mark Line For: Tag TG: Workstations	54.00	972.00
91	82.00 Each	FT150.48--LZ +Base Power Harness 48W OPTION: LZ:+PVC-free Mark Line For: Tag TG: Workstations	65.10	5,338.20
92	6.00 Each	FT155.A--91 +15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	77.10	462.60
93	3.00 Each	FT155.B--91 +15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	77.10	231.30
94	3.00 Each	FT155.C--91 +15 Amp Receptacle 4 Circuit, Duplex, Circuit C 6/Pkg OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	77.10	231.30
95	7.00 Each	FT155.DN--91 +15 Amp Receptacle 4 Circuit, Duplex, Circuit D 6/Pkg OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	77.10	539.70
96	34.00 Each	FT160.46BP--91 +Finished End,Base Cover Ptd 46H OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	26.40	897.60
97	19.00 Each	FT160.57BP--91 +Finished End,Base Cover Ptd 57H OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	28.50	541.50
98	56.00		63.60	3,561.60

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	Each	FT170.3024T--91-1LM-04 +Lower Tile, Tackable Fabric 30H 24W OPTION: 91:+white (CP) OPTION: 1LM:+loom-Pr Cat 2 OPTION: 04:+loom salt and pepper (non-promote) Mark Line For: Tag TG: Workstations		
99	64.00 Each	FT170.3030T--91-1LM-04 +Lower Tile, Tackable Fabric 30H 30W OPTION: 91:+white (CP) OPTION: 1LM:+loom-Pr Cat 2 OPTION: 04:+loom salt and pepper (non-promote) Mark Line For: Tag TG: Workstations	66.30	4,243.20
100	200.00 Each	FT170.3048T--91-1LM-04 +Lower Tile, Tackable Fabric 30H 48W OPTION: 91:+white (CP) OPTION: 1LM:+loom-Pr Cat 2 OPTION: 04:+loom salt and pepper (non-promote) Mark Line For: Tag TG: Workstations	80.10	16,020.00
101	18.00 Each	FT175.1148T--91-91 +Rail Tile,Top 11H 48W OPTION: 91:@white (CP) OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	104.70	1,884.60
102	76.00 Each	FT181.1124T--91-1LM-04 +Upper Tile,11" h,24" w,tackable fabric OPTION: 91:+white (CP) OPTION: 1LM:+loom-Pr Cat 2 OPTION: 04:+loom salt and pepper (non-promote) Mark Line For: Tag TG: Workstations	33.90	2,576.40
103	64.00 Each	FT181.1130T--91-1LM-04 +Upper Tile,11" h,30" w,tackable fabric OPTION: 91:+white (CP) OPTION: 1LM:+loom-Pr Cat 2 OPTION: 04:+loom salt and pepper (non-promote) Mark Line For: Tag TG: Workstations	36.60	2,342.40
104	254.00 Each	FT181.1148T--91-1LM-04 +Upper Tile,11" h,48" w,tackable fabric OPTION: 91:+white (CP) OPTION: 1LM:+loom-Pr Cat 2 OPTION: 04:+loom salt and pepper (non-promote) Mark Line For: Tag TG: Workstations	44.70	11,353.80
105	41.00		14.70	602.70

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	Each	FT290.24L--91 +Surface Cantilever, for 20"-or 24" deep surface,lft-hnd OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations		
106	41.00 Each	FT290.24R--91 +Surface Cantilever, for 20"-or 24" deep surface,rt-hnd OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	14.70	602.70
107	14.00 Each	FT415.72PDLL--HM-91-LD +Storage Cab,Frm Top,Mntd,Open, Ptd Stndrd Top Cap,Dbl- Sd,Lft,Lam 72W OPTION: HM:+natural maple (non-promote) OPTION: 91:+white (CP) OPTION: LD:+stacking on 35", 46", 57" base frame Mark Line For: Tag TG: Workstations	672.30	9,412.20
108	4.00 Each	FT415.72PSSL--HM-91-LD +Storage Cab,Frm Top,Mntd,Open, Ptd Stndrd Top Cap,Sngl- Sd,Opng Lft/Rt,Lam 72W OPTION: HM:+natural maple (non-promote) OPTION: 91:+white (CP) OPTION: LD:+stacking on 35", 46", 57" base frame Mark Line For: Tag TG: Workstations	620.10	2,480.40
109	32.00 Each	FT492.72 @Markerboard,Storage Cabinet,Frm Top Mntd 34 3/4" for 72W Cabinet Mark Line For: Tag TG: Workstations	67.80	2,169.60
110	32.00 Each	FTS10.2472LF--91-91 +Rect Surf,sq-edge,24" d,72" w,high-pressure lam top/ thermoplastic edge,Canvas frame att surf OPTION: 91:+white (CP) OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	223.20	7,142.40
111	9.00 Each	FTS10.2496LF--91-91 +Rect Surf,sq-edge,24" d,96" w,high-pressure lam top/ thermoplastic edge,Canvas frame att surf OPTION: 91:+white (CP) OPTION: 91:+white (CP) Mark Line For: Tag TG: Workstations	267.00	2,403.00
112	36.00 Each	Y7216.10--91 +Paper Tray 10W OPTION: 91:+white (CP)	20.40	734.40



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		Mark Line For: Tag TG: Workstations		
113	32.00 Each	DU6ACS.3072LE--NNP-SUD-91-91-91-PSC-NNN-57 @Renew Rect Tbl, C-Foot,Sq-Edge,Lam Top/Thermo Edge,Elec Std Range, 30D 72W OPTION: NNP:@no power access OPTION: SUD:@simple up down OPTION: 91:@white (CP) OPTION: 91:@white (CP) OPTION: 91:@white leg with white foot (CP) OPTION: PSC:@simple cable OPTION: NNN:@no cutout OPTION: 57:@glides Mark Line For: Tag TG: Workstations	1,424.61	45,587.52
114	32.00 Each	LW100.20BBF--SB-XS-91-KA-2F-3M +Ped W-Pull,Freestd 20D B/B/F OPTION: SB:+full-extension ball-bearing OPTION: XS:+textured paint on smooth steel OPTION: 91:+white (CP) OPTION: KA:+keyed alike OPTION: 2F:+raised height OPTION: 3M:+drawer divider in one box drawer, pencil tray in one box drawer, 2 file converters in file drawer Mark Line For: Tag TG: Workstations	287.51	9,200.32
115	32.00 Each	LW100.20FF--SB-XS-91-KA-2F-1M +Ped W-Pull,Freestd 20D F/F OPTION: SB:+full-extension ball-bearing OPTION: XS:+textured paint on smooth steel OPTION: 91:+white (CP) OPTION: KA:+keyed alike OPTION: 2F:+raised height OPTION: 1M:+2 file converters in each file drawer Mark Line For: Tag TG: Workstations	249.00	7,968.00
116	12.00 Each	LW200.303--XS-91-KC-CB-1R +Lat File,W-Pull Freestd 3 Dwr 30W OPTION: XS:+textured paint on smooth steel OPTION: 91:+white (CP) OPTION: KC:+keyed differently, chrome OPTION: CB:+counterweight (recommended) OPTION: 1R:+front-to-back filing rail Mark Line For: Tag TG: Workstations	613.20	7,358.40
117	15.00 Each	LW400.3038--XS-91-KC +Storage Case,W-Pull 30W 38H OPTION: XS:+textured paint on smooth steel	646.45	9,696.75

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		OPTION: 91:+white (CP) OPTION: KC:+keyed differently, chrome Mark Line For: Tag TG: Workstations		
118	32.00 Each	405-67C-51A--GR-4-GR 4-18BB-16HP-~~~LS1-2G-~~18S-B-SS-9FA Genie medium B seat, synchro, 8D black arms. OPTION: GR-4:Grade 4 textile. OPTION: GR 4:Momentum Endurance EPU Noir OPTION: 18BB:Standard black base for black frames. OPTION: 16HP:Standard black soft/carpeted floor casters. OPTION: ~:Standard casters. OPTION: ~:Not selected. OPTION: LS1:Adjustable mechanical lumbar support. OPTION: 2G:silver mesh -2G OPTION: ~:N/A. OPTION: 18S:#18S stationary arm cap OPTION: B:Standard black frame. OPTION: SS:Seat Slider OPTION: 9FA:Ships 95% assembled. No tools required (standard). Mark Line For: Tag TG: Workstations	768.20	24,582.40
119	2.00 Each	1B2JK7---330 +Lock Plug and Key,Chrome UM Series OPTION: 330:+key number 330 Mark Line For: Tag TG: Workstations	0.00	0.00
120	2.00 Each	1B2JK7---331 +Lock Plug and Key,Chrome UM Series OPTION: 331:+key number 331 Mark Line For: Tag TG: Workstations	0.00	0.00
121	2.00 Each	1B2JK7---332 +Lock Plug and Key,Chrome UM Series OPTION: 332:+key number 332 Mark Line For: Tag TG: Workstations	0.00	0.00
122	2.00 Each	1B2JK7---333 +Lock Plug and Key,Chrome UM Series OPTION: 333:+key number 333 Mark Line For: Tag TG: Workstations	0.00	0.00
123	2.00 Each	1B2JK7---334 +Lock Plug and Key,Chrome UM Series OPTION: 334:+key number 334 Mark Line For: Tag TG: Workstations	0.00	0.00
124	2.00		0.00	0.00

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	Each	1B2JK7---335 +Lock Plug and Key,Chrome UM Series OPTION: 335:+key number 335 Mark Line For: Tag TG: Workstations		
125	2.00 Each	1B2JK7---336 +Lock Plug and Key,Chrome UM Series OPTION: 336:+key number 336 Mark Line For: Tag TG: Workstations	0.00	0.00
126	2.00 Each	1B2JK7---337 +Lock Plug and Key,Chrome UM Series OPTION: 337:+key number 337 Mark Line For: Tag TG: Workstations	0.00	0.00
127	2.00 Each	1B2JK7---338 +Lock Plug and Key,Chrome UM Series OPTION: 338:+key number 338 Mark Line For: Tag TG: Workstations	0.00	0.00
128	2.00 Each	1B2JK7---339 +Lock Plug and Key,Chrome UM Series OPTION: 339:+key number 339 Mark Line For: Tag TG: Workstations	0.00	0.00
129	2.00 Each	1B2JK7---340 +Lock Plug and Key,Chrome UM Series OPTION: 340:+key number 340 Mark Line For: Tag TG: Workstations	0.00	0.00
130	2.00 Each	1B2JK7---341 +Lock Plug and Key,Chrome UM Series OPTION: 341:+key number 341 Mark Line For: Tag TG: Workstations	0.00	0.00
131	2.00 Each	1B2JK7---342 +Lock Plug and Key,Chrome UM Series OPTION: 342:+key number 342 Mark Line For: Tag TG: Workstations	0.00	0.00
132	2.00 Each	1B2JK7---343 +Lock Plug and Key,Chrome UM Series OPTION: 343:+key number 343 Mark Line For: Tag TG: Workstations	0.00	0.00
133	2.00 Each	1B2JK7---344 +Lock Plug and Key,Chrome UM Series OPTION: 344:+key number 344 Mark Line For: Tag TG: Workstations	0.00	0.00

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134	2.00 Each	1B2JK7---345 +Lock Plug and Key,Chrome UM Series OPTION: 345:+key number 345 Mark Line For: Tag TG: Workstations	0.00	0.00
135	2.00 Each	1B2JK7---346 +Lock Plug and Key,Chrome UM Series OPTION: 346:+key number 346 Mark Line For: Tag TG: Workstations	0.00	0.00
136	2.00 Each	1B2JK7---347 +Lock Plug and Key,Chrome UM Series OPTION: 347:+key number 347 Mark Line For: Tag TG: Workstations	0.00	0.00
137	2.00 Each	1B2JK7---348 +Lock Plug and Key,Chrome UM Series OPTION: 348:+key number 348 Mark Line For: Tag TG: Workstations	0.00	0.00
138	2.00 Each	1B2JK7---349 +Lock Plug and Key,Chrome UM Series OPTION: 349:+key number 349 Mark Line For: Tag TG: Workstations	0.00	0.00
139	2.00 Each	1B2JK7---350 +Lock Plug and Key,Chrome UM Series OPTION: 350:+key number 350 Mark Line For: Tag TG: Workstations	0.00	0.00
140	2.00 Each	1B2JK7---351 +Lock Plug and Key,Chrome UM Series OPTION: 351:+key number 351 Mark Line For: Tag TG: Workstations	0.00	0.00
141	2.00 Each	1B2JK7---352 +Lock Plug and Key,Chrome UM Series OPTION: 352:+key number 352 Mark Line For: Tag TG: Workstations	0.00	0.00
142	2.00 Each	1B2JK7---353 +Lock Plug and Key,Chrome UM Series OPTION: 353:+key number 353 Mark Line For: Tag TG: Workstations	0.00	0.00
143	2.00 Each	1B2JK7---354 +Lock Plug and Key,Chrome UM Series OPTION: 354:+key number 354 Mark Line For: Tag TG: Workstations	0.00	0.00

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144	2.00 Each	1B2JK7---355 +Lock Plug and Key,Chrome UM Series OPTION: 355:+key number 355 Mark Line For: Tag TG: Workstations	0.00	0.00
145	2.00 Each	1B2JK7---356 +Lock Plug and Key,Chrome UM Series OPTION: 356:+key number 356 Mark Line For: Tag TG: Workstations	0.00	0.00
146	2.00 Each	1B2JK7---357 +Lock Plug and Key,Chrome UM Series OPTION: 357:+key number 357 Mark Line For: Tag TG: Workstations	0.00	0.00
147	2.00 Each	1B2JK7---358 +Lock Plug and Key,Chrome UM Series OPTION: 358:+key number 358 Mark Line For: Tag TG: Workstations	0.00	0.00
148	2.00 Each	1B2JK7---359 +Lock Plug and Key,Chrome UM Series OPTION: 359:+key number 359 Mark Line For: Tag TG: Workstations	0.00	0.00
149	2.00 Each	1B2JK7---360 +Lock Plug and Key,Chrome UM Series OPTION: 360:+key number 360 Mark Line For: Tag TG: Workstations	0.00	0.00
150	2.00 Each	1B2JK7---361 +Lock Plug and Key,Chrome UM Series OPTION: 361:+key number 361 Mark Line For: Tag TG: Workstations	0.00	0.00
151	2.00 Each	1B2JK7---362 +Lock Plug and Key,Chrome UM Series OPTION: 362:+key number 362 Mark Line For: Tag TG: Workstations	0.00	0.00
152	1.00 Each	VST1636BO--PIL Vision 36w x 42h Bookcase Overhead OPTION: PIL:Pilsner Mark Line For: Tag TG: Additions	510.60	510.60
153	2.00 Each	VST3620MCTS--TFL-PIL-R3-NGA-NGB-NGC Vision 20 x 36 Modular Pedestal Top OPTION: TFL:TFL Worksurface OPTION: PIL:Pilsner	126.96	253.92

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		OPTION: R3:Eased Edge OPTION: NGA:No Grommet in Left Location (A) OPTION: NGB:No Grommet in Center Location (B) OPTION: NGC:No Grommet in Right Location (C) Mark Line For: Tag TG: Additions		
154	2.00 Each	VST3620MLF--PIL-ALB-P001-MBK-NCGR-YLK-MBK Vision 18 7/8d x 35 7/8w x 28h Modular Lateral File Pedestal OPTION: PIL:Pilsner OPTION: ALB:Alabaster OPTION: P001:Bar Pull OPTION: MBK:Matte BlackHardware Color Scheme OPTION: NCGR:No Chassis Grommets OPTION: YLK:Yes Locking OPTION: MBK:Matte Black Mark Line For: Tag TG: Additions	538.66	1,077.32
155	2.00 Each	VST3628MPBK--PIL Vision Laminate Modular Full Height Back Panel for Mod Pedestal - 3/4d x 35 7/8w x 28h OPTION: PIL:Pilsner Mark Line For: Tag TG: Additions	87.40	174.80
156	1.00 Each	DESIGN FEES Design and specification fees.	2,850.00	2,850.00
157	1.00 Each	PM FEES Project Management Fees	4,270.00	4,270.00
158	1.00 Each	RDI Receive, deliver, and install during normal business hours, M-F. Prevailing wage rate.	32,850.00	32,850.00
TOTAL:				\$366,931.75
8.7500%-RANCHO CORDOVA-95670-6291-SACRAMENTO SALES TAX				32,106.67
GRAND TOTAL:				399,038.42

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Phone: 916-373-1800
Fax: 916-373-1899
www.mtaoffice.com

ATTACHMENT 2

Quote/Order No	117050
Date	10/17/2024
Customer PO No	
Customer Account	RANCHO CORDOVA
Terms	NET 30
Sales Associate	Hortencia Ruivivar
Project Number	
Page	25 of 27

Please note that a 3% processing fee will apply to all card payments.



Proposal

Miles Treaster & Associates
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Terms	NET 30
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Project Number	
Page	26 of 27

The following terms and conditions of contract are hereby incorporated in, and made a part of, the contract between Miles Treaster & Associates, a California corporation ("MTA"), and the above-designated purchaser ("PURCHASER"):

ADDITIONAL TERMS AND CONDITIONS OF CONTRACT

1. Prices listed may not include sales tax or other applicable taxes. Taxes will be included on the invoice in accordance with California law.
2. Prices of merchandise include charges for shipping, freight, trucking, insurance in transit, or delivery. Titles to and risk of loss of merchandises shall pass to PURCHASER or its designee at the earlier of a) the time and place of delivery, or b) when the merchandise is available for delivery but, at PURCHASER'S request, is being temporarily stored at MTA's or the merchandise manufacturers' warehouse. Applicable charges will be billed to PURCHASER as separate costs. Prices of merchandise do not include installation or delivery charges. This contract in no way obligates PURCHASER to purchase any shipping, delivery or installation services from MTA.
3. Orders for merchandise are non-cancelable, and all merchandise is non-returnable except as provided in Section 6.
4. Quoted delivery dates are estimates only and depend upon MTA's ability to obtain the merchandise or to procure the necessary labor. They are also contingent upon strikes, accidents and other causes beyond MTA's control.
5. Designs, samples, drawings, and specifications shall remain the property of MTA, whether or not MTA completes the work for which they are made.
6. MTA warrants that all merchandise is as described in this contract and will be free from defects for a period of six (6) months from the date of delivery, unless otherwise stated under manufacturer's warranty. In the event that any merchandise proves to be defective within the warranty period, MTA will repair or, at MTA's option, replace the defective merchandise, which in MTA's opinion, has not been damaged by accident, misuse, or neglect. In the event that any merchandise proves defective, PURCHASER'S sole remedy shall be the repair or replacement provided for in this warranty. UNDER NO CIRCUMSTANCES SHALL MTA BE LIABLE TO ANY PERSON FOR LOSS OR DAMAGE DIRECT, INCIDENTAL, OR CONSEQUENTIAL, ARISING FROM THE USE OF OR INABILITY TO USE THE MERCHANDISE. MTA DISCLAIMS ALL EXPRESS WARRANTIES IN CONNECTION WITH MERCHANDISE PROVIDED UNDER THIS CONTRACT EXCEPT AS STATED ABOVE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS CONTRACT. MTA DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OF THE MERCHANDISE OR OF FITNESS FOR ANY PURPOSE, AND PURCHASER AGREES THAT THE MERCHANDISE IS SOLD "AS IS".
7. Unless otherwise requested, MTA will deliver all merchandise to the address PURCHASER has specified, which is shown on the face of this contract. PURCHASER agrees to pay MTA a reasonable storage charge of fifty-five cents per square foot per month, plus loading and unloading charges for any tendered merchandise which MTA stores at MTA's warehouse provided space is available, because of PURCHASER'S failure to accept delivery.
8. In the event PURCHASER elects to engage the services of MTA to perform installation work at the project site ("Project Site") designated on the front of this contract the undersigned parties agree as follows:
 - 8.1 MTA shall perform the installation work ("Work") described on the face of this contract in a diligent, thorough and workmanlike manner pursuant to the plans and specifications furnished by PURCHASER to MTA prior to the effective date of this contract.
 - 8.2 PURCHASER shall pay the price ("Installation Price") designated on the face of this contract for the Work in accordance with section 9 below.
 - 8.3 PURCHASER shall perform the following covenants at PURCHASER'S expense:
 - 8.3.1 Furnish upon MTA's request all evidence of titles, permits, and insurance documents as may be necessary for the Work;
 - 8.3.2 Provide names and addresses for all construction lenders and the project manager of project;
 - 8.3.3 Provide all plans, drawings, specifications, services, information, surveys, and reports pertaining to the Work as requested by MTA;
 - 8.3.4 Maintain adequate liability or course of construction insurance;
 - 8.3.5 Prepare the Project Site so that MTA is able to perform the Work without undue hindrance;
 - 8.3.6 Provide suitable space for the receipt and storage of materials and equipment; and,
 - 8.3.7 Be available for inspection and acceptance of all Work.
 - 8.4 Should PURCHASER make or request any modification in the Plans, specifications or Work, all such modifications shall be authorized by written change order approved by PURCHASER and MTA describing the modification. The written change order shall set forth any increase or decrease in the Installation Price, if any, caused by such modification. PURCHASER acknowledges that any modification in the plans, specifications or Work may delay completion of the work and result in a substantial increase in the Installation Price.
 - 8.5 MTA may terminate its performance of this contract at its option by giving written notice of termination to PURCHASER if: PURCHASER is adjudged bankrupt; PURCHASER becomes insolvent or has a receiver of its assets or property appointed because of insolvency; PURCHASER fails to cooperate with MTA in performance of the Work; PURCHASER defaults in the payment of any invoiced amount; or, MTA is delayed in performing the Work for a period which, in the aggregate, exceeds ten (10) days as the result of any cause or combination of causes described in section 8.6 below.



Proposal

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Customer Account	RANCHO CORDOVA
Terms	NET 30
Sales Associate	Hortencia Ruivivar
Project Number	
Page	27 of 27

MTA may exercise this right of termination without prejudice to any other remedy to which MTA may be entitled at law in equity or under this Agreement.

- 8.6 MTA shall not be responsible for delays in completion of the Work caused by PURCHASER'S failure to prepare the Project Site, delay in shipment or receipt of materials, strikes, acts of God, fire or other casualty, labor disputes, neglect or fault of PURCHASER or PURCHASER'S materials, weather or other conditions beyond MTA's control.
- 8.7 The Work shall conform to all applicable City, County, State or Federal laws, regulations, codes, requirements, permits, ordinances and inspections.
- 8.8 PURCHASER hereby undertakes and agrees, at PURCHASER'S cost, to defend, indemnify and hold harmless MTA and each of MTA's associates, owners, stockholders, subsidiaries, affiliates, partners, joint venturers, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, and all persons acting by, through, under or in concert with them or MTA, or any of them, from and against any and all manner of claims, causes, causes of action, damages, losses, liabilities, costs and expenses (including attorneys' fees), however caused and of whatsoever kind or character, directly or indirectly arising out of or in connection with the Work and/or the Project Site, including but not limited to the acts or negligent omissions of PURCHASER'S agents, employees or contractors, except for the negligent acts or omissions of MTA.
- 8.9 PURCHASER covenants and agrees to comply fully with all applicable City, County, State, and Federal safety laws, regulations, codes, requirements, permits, ordinances, and inspections. PURCHASER undertakes and agrees, at PURCHASER'S cost, to defend, indemnify and hold harmless MTA and each of MTA's associates, owners, stockholders, subsidiaries, affiliates, partners, joint venturers, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, and all persons acting by, through, under or in concert with them or MTA, or any of them, from and against any and all manner of claims, causes, causes of action, damages, losses, liabilities, costs and expenses (including attorneys' fees), however caused and of whatsoever kind of character, directly or indirectly arising out of or in connection with PURCHASER'S violation of any applicable City, County, State or Federal safety laws, regulations, codes, requirements, permits, ordinances and inspections.
- 8.10 In the event any claim or action is filed against MTA on account of or by reason of an occurrence, act, omission, or conduct of the type described in sections 8.8 and 8.9 hereinabove, PURCHASER agrees to cause such claim or action to be defended without cost or expense to MTA. In the event a settlement is made or a judgment entered upon any such claim or action against MTA, PURCHASER agrees to procure complete and full payment and satisfaction of such settlement of judgment within 30 days from the date of settlement or within 20 days from the date of the entry of judgment.
- 8.11 PURCHASER agrees to protect the Work and all materials and equipment furnished in connection with the Work from damage as a result of PURCHASER'S operations. Should such damage occur, PURCHASER shall pay MTA all charges incurred to repair such damage or replace such materials or equipment.
- 8.12 PURCHASER shall maintain the Project Site free from debris and waste. Should such waste or debris remain on the Project Site, MTA may, at its option, remove the waste and debris and charge the cost thereof to PURCHASER.
9. Payments under this contract are due and payable within payment terms stated on proposal based on invoiced date. In the event MTA does not receive full payment when due, PURCHASER agrees to pay interest at the highest allowable rate on the unpaid balance from due date until paid in full. This interest charge shall in no way signify that MTA consents to deferred payment.
10. Any dispute or controversy arising under, out of, in connection with or in relation to this contract, and any amendments hereto, or the breach thereof, shall be determined and settled by arbitration to be held in the City and County of Sacramento, California, in accordance with the rules then obtaining of the American Arbitration Association. Any award rendered therein shall be final and binding upon each and all of the parties and judgment may be entered thereon in any court having jurisdiction thereof.
11. In the event any legal action or arbitration proceeding arises between the undersigned parties concerning this contract, the prevailing party shall be entitled to reasonable attorneys' fees in addition to all other costs and expenses incurred therein. PURCHASER promises to pay attorneys' fees and all other costs incurred by MTA in the collection of payments due under this contract.
12. The covenants and conditions herein contained shall inure to and bind the successors and assigns of the parties hereto. PURCHASER shall not assign this contract without the prior written consent of MTA.

I accept the terms and conditions above.

Signed _____

Company _____

Printed Name _____

Title _____

Date _____

MEMORANDUM



ITEM 9.9.

DATE: December 2, 2024
TO: Honorable Mayor and Council Members
FROM: Micah Runner, City Manager
SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SIXTH AMENDMENT TO THE FIRST RESTATED AGREEMENT FOR LEGAL SERVICES BETWEEN THE CITY AND MEYERS NAVE**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve the Sixth Amendment to the First Restated Agreement for Legal Services ("Amended Agreement") with Meyers Nave. The Amended Agreement increases compensation for general, special, and cost-recovery services.

BACKGROUND

Meyers Nave has served as the City Attorney for Rancho Cordova since the City's incorporation in 2003. Meyers Nave capably serves in both general and special advisory counsel, and as the lead litigation attorneys for the City. The City recently conducted an evaluation for the City Attorney and reported that the service has been "impressive" and "impactful." Following the performance review and labor negotiations, the City Council directed that an item be placed on this City Council agenda for the Council to consider amending the contract with Meyers Nave to increase the City Attorney's rates by the change in the cost of living (CPI), which for the period from August to August in the U.S. Bureau of Labor Statistics Consumer Price Index, San Francisco-Oakland-Hayward, All Items Index was 2.7%. This amendment would update the Amended Agreement to increase all Meyers Nave's rates for non-litigation services by the CPI rounded to the nearest five dollars (\$5), except litigation services which already increase by the cost of inflation pursuant to the Fifth Amendment. This Sixth Amendment would increase the City Attorney's current rates for general City Attorney services to a rate of \$305 per hour for all attorneys, except that Principals would be \$315 per hour and Paralegals would be \$160 per hour. Special counsel services would be \$355 for all attorneys, and \$165 for Paralegals. And cost-recovery services, except litigation, would be \$405 for Principals and Of Counsel, \$370 for Senior Associates, \$350 for Junior Associates and \$195 for Paralegals.

The compensation adjustments apply only to the hourly rate for legal services. The total amount that the City pays for Meyers Nave's legal services is based upon budgets annually adopted by the City Council in collaboration with the City Manager. Meyers Nave's services to

the City have consistently been within the established budgets. Meyers Nave's total costs to the City over the years have remained stable, even as the City's population, General Fund revenues, and the services Meyers Nave helps provide have all significantly increased.

FISCAL IMPACT AND FUNDING SOURCE

Future legal costs to the City are not currently known. Legal services per hour for general, special, and cost-recovery will increase by approximately 2.7%.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - Sixth Amendment to First Restated Agreement

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE SIXTH AMENDMENT TO THE FIRST RESTATED AGREEMENT FOR LEGAL SERVICES WITH MEYERS NAVE

WHEREAS, Meyers Nave (“Meyers Nave”) was hired by the City to provide legal services as described in the Agreement for Legal Services dated February 24, 2003 (“Agreement”); and

WHEREAS, the City and Meyers Nave amended the Agreement on July 1, 2006, November 6, 2006, February 16, 2010, September 4, 2012 (by way of the First Restated Agreement), August 17, 2015, August 5, 2019, June 7, 2021, August 1, 2022, and December 19, 2023; and

WHEREAS, the City and Meyers Nave desire to update the Agreement, as set forth in this Sixth Amendment to the First Restated Agreement for Legal Services, to adjust compensation for general, special, and cost-recovery services.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Sixth Amendment to the First Restated Agreement for Legal Services and resolves that the Mayor is authorized to execute the Sixth Amendment to the First Restated Agreement for Legal Services between the City of Rancho Cordova and Meyers Nave, attached hereto as Exhibit A. The Sixth Amendment to the First Restated Agreement for Legal Services shall be effective December 4, 2024.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 2nd day of December 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

SIXTH AMENDMENT TO FIRST RESTATED AGREEMENT FOR LEGAL SERVICES

This Sixth Amendment to the First Restated Agreement for Legal Services ("Sixth Amendment") is made and entered into as of December 4, 2024 by and between the City of Rancho Cordova, a municipal corporation, in the State of California, acting by and through its City Council, (hereinafter "City") and Meyers, Nave, a professional corporation (hereinafter "Meyers Nave").

RECITALS

WHEREAS, Meyers Nave was hired by the City to provide legal services as described in the initial Agreement for Legal Services dated February 24, 2003 ("Initial Agreement").

WHEREAS, the City and Meyers Nave amended the Agreement for Legal Services on July 1, 2006, November 6, 2006, February 16, 2010, September 4, 2012 (by way of the First Restated Agreement for Legal Services, or "Agreement"), August 17, 2015, August 5, 2019, June 7, 2021, August 1, 2022, and December 19, 2023; and

WHEREAS, City and Meyers Nave now desire to amend the Agreement as set forth in this Sixth Amendment; and

WHEREAS, the City Council on December 3, 2024 authorized the Mayor to execute this Sixth Amendment on behalf of the City.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Sections 4(a), (b), (d) of the Agreement, "Compensation," for general City Attorney, special counsel, and cost-recovery services is hereby amended to read as follows:
 - a. For general City Attorney services, a rate of \$305 per hour for all attorneys except for Principals, who shall receive \$315 per hour. Paralegal services at a rate of \$155 per hour.
 - b. For all special counsel services, a rate of \$355 per hour for attorneys. Paralegal services at a rate of \$165 per hour. Special counsel services include economic development, labor and employment and telecommunications.
 - d. For cost-recovery services excluding litigation (non-litigation legal work chargeable to third party applicants of the City), a rate of \$405 per hour for Principals and Of Counsel; \$370 for Senior Associates; and \$350 for Junior Associates, and \$195 for Paralegals.
2. All other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to the First Restated Agreement for Legal Services the day and year set below.

DATED: _____

David Sander, Mayor

ITEM 9.9.

**ATTACHMENT 2
Exhibit A to the Resolution**

City of Rancho Cordova

DATED: _____

Adam U. Lindgren, Principal
Meyers Nave

5821383.3

MEMORANDUM



ITEM 10.1.

DATE: December 2, 2024
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Quoc Nham, Senior Civil Engineer
SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, VACATING A PORTION OF RIGHT-OF-WAY AT 10447 FOLSOM BLVD FOR WOODBERRY WAY AND RESERVING A PUBLIC ACCESS EASEMENT FOR THE CROSSINGS AT WOODBERRY**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would vacate a small, 31-foot portion of the right-of-way easement that is unimproved to connect Woodberry Way to Folsom Boulevard and reserve a 15-foot Public Access Easement to maintain bicycle and pedestrian access.

BACKGROUND

The Right-of-Way easement to be abandoned consists of a 31-foot wide easement that provided vehicular access between Woodberry Way and Folsom Boulevard on the former Stagger Inn site, [Attachment 2](#). Access for the former Stagger Inn site is preserved along Folsom Boulevard and no longer required from Woodberry Way. This 31-foot wide easement will be abandoned and replaced with a new 15-foot Public Access Easement. The Public Access Easement will maintain bicycle and pedestrian access between Woodberry Way and Folsom Boulevard and will include lighting and landscaping as part of the Crossings at Woodberry housing development project.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the City.

ATTACHMENT(S)

1. Resolution
2. Vicinity Map
3. Exhibit A1 to the Resolution
4. Exhibit A2 to the Resolution
5. Exhibit B1 to the Resolution
6. Exhibit B2 to the Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, VACATING A PORTION OF RIGHT-OF-WAY AT 10447 FOLSOM BOULEVARD FOR WOODBERRY WAY PURSUANT TO THE PROVISIONS OF CHAPTER 3, PART 3 OF PUBLIC STREETS, HIGHWAYS, AND SERVICE EASEMENTS VACATION LAW COMMENCING AT SECTION 8320 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND RESERVING A PUBLIC ACCESS EASEMENT FOR THE CROSSINGS AT WOODBERRY

WHEREAS, a hearing date was scheduled for a proposed Resolution to abandon a right-of-way and reserve a public access easement; and

WHEREAS, a notice of the hearing has been posted at City Hall at least two weeks in advance of the hearing; and

WHEREAS, at least two weeks before the day set for the hearing, at least three notices were posted, not more than 300 feet apart; and

WHEREAS, the hearing described above has been conducted, and this Council, having heard and considered all oral, documentary and other evidence presented, hereby finds, determines, and orders as follows:

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

Pursuant to the provisions of Chapter 3, Part 3 of Public Streets, Highways, and Service Easements Vacation Law commencing at Section 8320 of the California Streets and Highways Code, the right-of-way line located at 10447 Folsom Boulevard is determined to be excess for present or prospective public vehicular use and reserving a public access easement for bicycles and pedestrians to connect Woodberry Way to Folsom Boulevard. The City of Rancho Cordova Department of Public Works has no object to this vacation and reservation.

BE IT FURTHER RESOLVED THAT:

1. The right-of-way as described in Exhibit A1 and shown in Exhibit B1 is hereby vacated; and reserving the public access easement as described in Exhibit A2 and shown on Exhibit B2 pursuant to Streets and Highways Code Section 8340(d).

2. The City Clerk of the City of Rancho Cordova shall cause a certified copy of this Resolution of Vacation, attested by the clerk under seal, to be recorded without acknowledgment, certificate of acknowledgment, or further proof in the office of the Recorder of the County of Sacramento.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of December 2024 by the following vote:

AYES:

ITEM 10.1.

ATTACHMENT 1

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

David Sander, Mayor



VICINITY MAP OF 10447 FOLSOM BLVD

CROETTO WAY

WOODBERRY WAY

MILLS PARK DR

FOLSOM BLVD

INVESTMENT CIR

LOCATION MAP

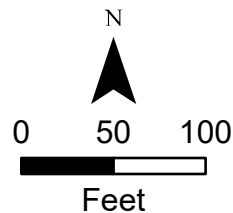
DETAIL
AREA

COLOMA RD

FOLSOM BLVD

WHITE ROCK RD

WHITE ROCK RD



Aerial Photo Date: March 2022

EXHIBIT "A1"
LEGAL DESCRIPTION
ABANDON RIGHT OF WAY

ALL THE REAL PROPERTY LOCATED IN THE CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 1, AS SHOWN ON THAT CERTAIN LOT MERGER RECORDED ON FEBRUARY 14, 2012, IN BOOK 20120214 PAGE 0985, OF OFFICIAL RECORDS, SACRAMENTO COUNTY RECORDS; AND DESCRIBED AS A RIGHT OF WAY FOR ROAD PURPOSES IN BOOK 4257 PAGE 652, OF OFFICIAL RECORDS, SACRAMENTO COUNTY; SAID REAL PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RIGHT-OF-WAY

COMMENCING AT A POINT ALONG THE CENTER LINE OF WOODBERRY WAY MARKED BY A 1" OPEN IRON PIPE; THENCE TO THE NORTHEASTERN MOST CORNER OF SAID PARCEL 1 SOUTH 53° 07' 04" EAST 29.96 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE FROM SAID **TRUE POINT OF BEGINNING** ALONG THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. THENCE ALONG THE EASTERN LINE OF SAID PARCEL 1 SOUTH 32° 00' 00" EAST 221.12 FEET;
2. THENCE ALONG THE SOUTHERN LINE OF SAID PARCEL 1 SOUTH 58° 00' 00" WEST 31.00 FEET;
3. THENCE LEAVING SAID SOUTHERN LINE NORTH 32° 00' 00" WEST 241.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 50.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 23° 34' 01" WEST; SAID POINT ALSO BEING ALONG THE NORTHEASTERN LINE OF SAID PARCEL 1 AND ALSO BEING THE RIGHT-OF-WAY LINE OF WOODBERRY WAY;
4. THENCE ALONG SAID NORTHEASTERN LINE EASTERLY 38.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 45' 00" TO THE **TRUE POINT OF BEGINNING**.

CONTAINING AN AREA OF 7,085 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.



EXHIBIT "A2"
LEGAL DESCRIPTION
PUBLIC ACCESS EASEMENT

AN EASEMENT, ON, OVER, UNDER, ACROSS, AND THROUGH PORTIONS OF PARCEL 1, AS SHOWN ON THAT CERTAIN LOT MERGER RECORDED ON FEBRUARY 14, 2012, IN BOOK 20120214 PAGE 0985, OF OFFICIAL RECORDS, SACRAMENTO COUNTY RECORDS; SAID EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PUBLIC ACCESS EASEMENT

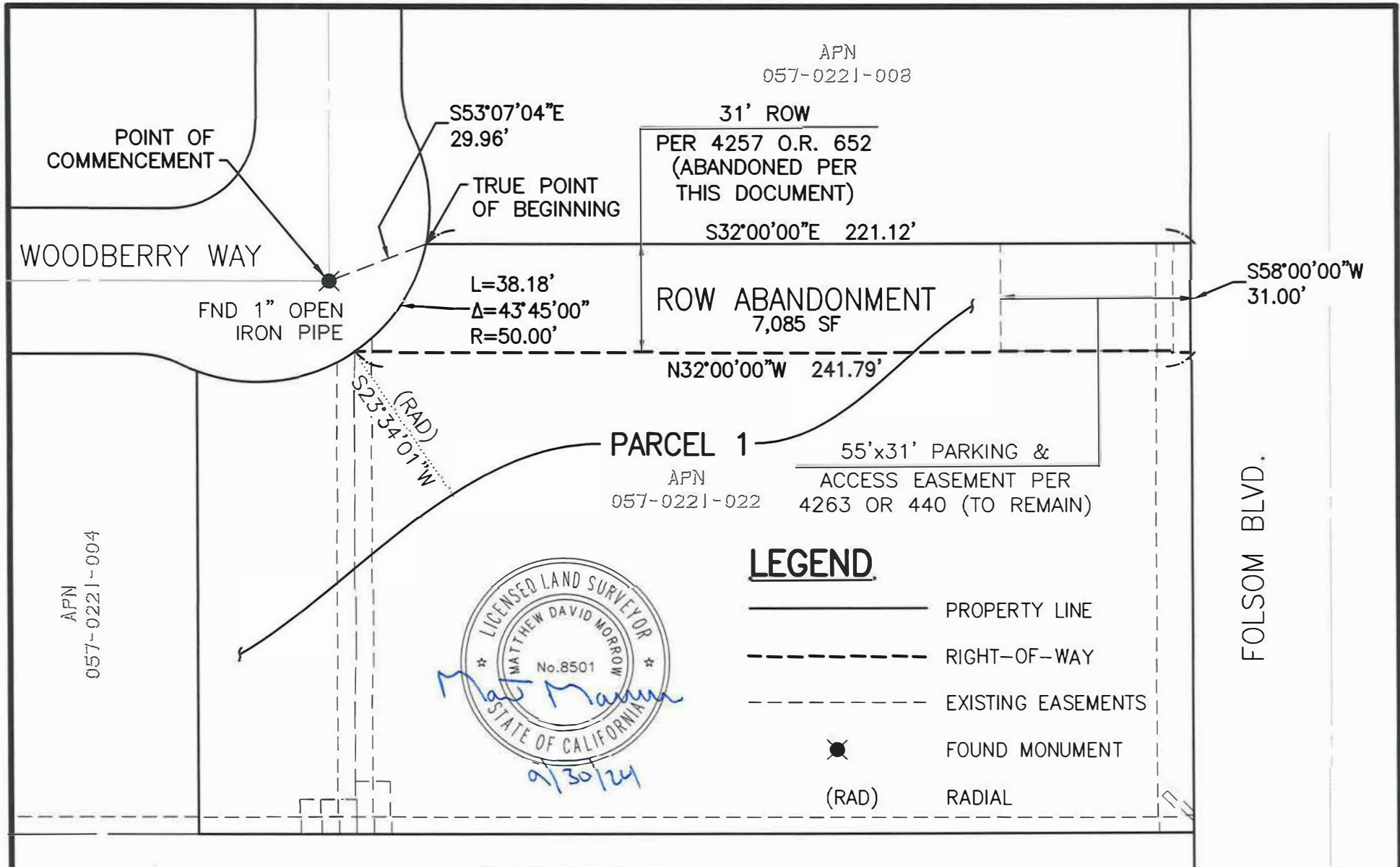
COMMENCING AT A POINT ALONG THE CENTER LINE OF WOODBERRY WAY MARKED BY A 1" OPEN IRON PIPE; THENCE TO THE NORTHEASTERN MOST CORNER OF SAID PARCEL 1 SOUTH 53° 07' 04" EAST 29.96 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE FROM SAID **TRUE POINT OF BEGINNING** ALONG THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. THENCE ALONG THE EASTERN LINE OF SAID PARCEL 1 SOUTH 32° 00' 00" EAST 221.12 FEET;
2. THENCE ALONG THE SOUTHERN LINE OF SAID PARCEL 1 SOUTH 58° 00' 00" WEST 15.00 FEET;
3. THENCE LEAVING SAID SOUTHERN LINE NORTH 32° 00' 00" WEST 226.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 50.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 01° 40' 58" EAST; SAID POINT ALSO BEING ALONG THE NORTHEASTERN LINE OF SAID PARCEL 1 AND ALSO BEING THE RIGHT-OF-WAY LINE OF WOODBERRY WAY;
4. THENCE ALONG SAID NORTHEASTERN LINE EASTERLY 16.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 30' 01" TO THE **TRUE POINT OF BEGINNING**.

CONTAINING AN AREA OF 3,353 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.





SCALE: 1" = 40'



RICK
ENGINEERING COMPANY

Sacramento
JN: 20015

2525 EAST BIDWELL STREET
FOLSOM, CA 95630
916.638.8200
(FAX) 916.934.5144

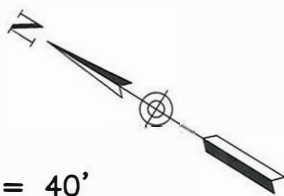
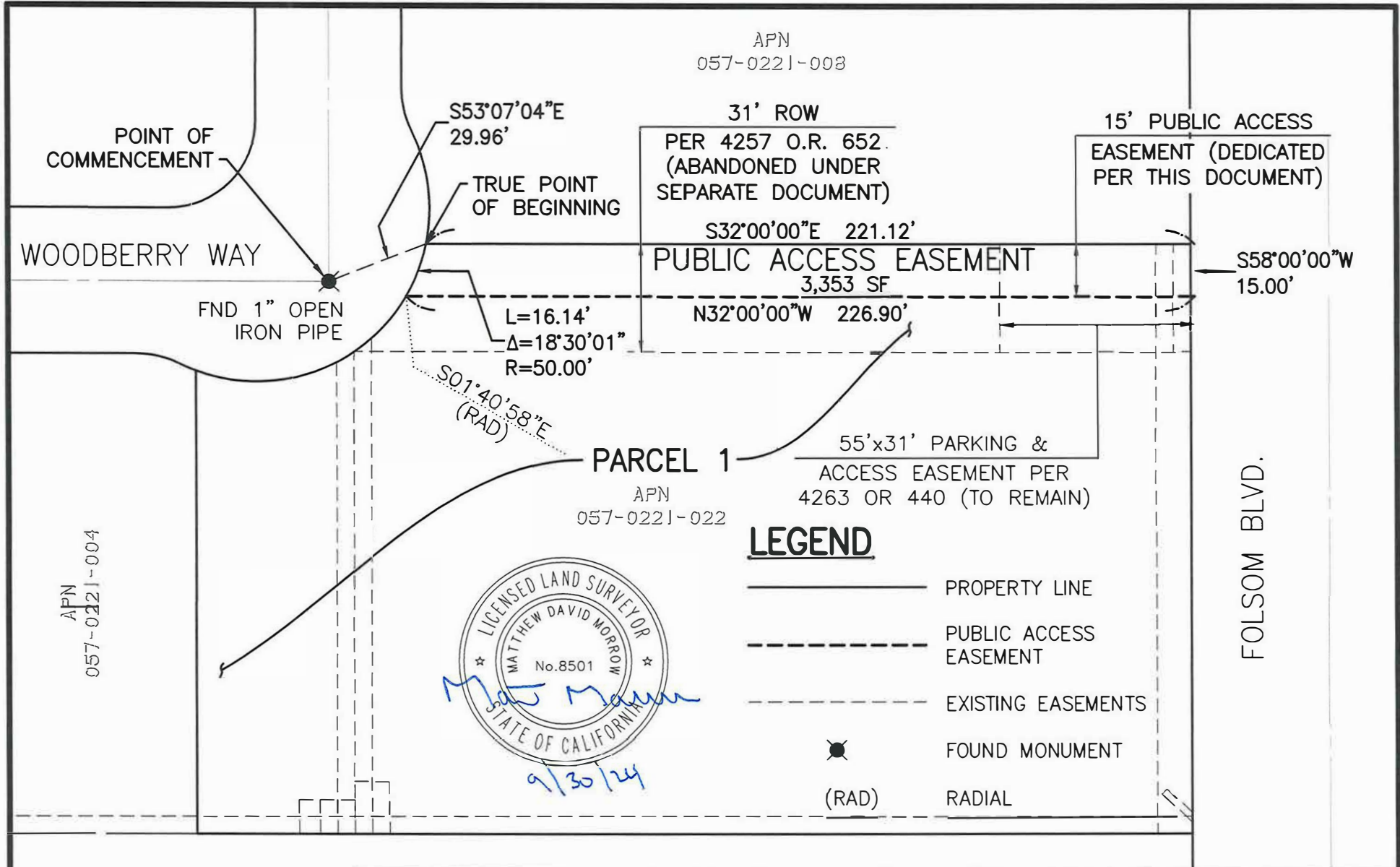
9/25/2024

EXHIBIT B1
RIGHT-OF-WAY ABANDONMENT

IN THE CITY OF RANCHO CORDOVA,
COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA

ITEM 10.1.

ATTACHMENT 6
Exhibit B2 to the Resolution



SCALE: 1" = 40'

RICK
ENGINEERING COMPANY

Sacramento

JN: 20015

2525 EAST BIDWELL STREET
FOLSOM, CA 95630
916.638.8200
(FAX) 916.934.5144

9/25/2024

EXHIBIT B 2
PUBLIC ACCESS EASEMENT

IN THE CITY OF RANCHO CORDOVA,
COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA

MEMORANDUM



ITEM 12.1.

DATE: December 2, 2024
TO: Honorable Mayor and Council Members
FROM: Matt Tamayo, Chief of Police
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-268 WITH FLOCK GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$1,142,515 FOR AUTOMATED LICENSE PLATE READER TECHNOLOGY**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would allow the Rancho Cordova Police Department to move forward with implementing Automated License Plate Reader technology in the City.

BACKGROUND

Automated License Plate Readers (ALPR) is a technology that is used throughout the world. ALPRs are used to assist with locating stolen or wanted vehicles by utilizing ALPR technology that captures digital images of license plates on vehicles as they pass cameras located throughout the City. The license plate is scanned at a high rate of speed and cross-checked against a database. If a vehicle is identified as stolen or wanted, local law enforcement agencies are notified. The ALPR system stores the location, time, vehicle information, and the photos of the vehicle and license plate. All of this data can be retrieved and used for investigative purposes. Nationwide, over 3,000 law enforcement agencies utilize ALPR, and it is becoming an effective multiplier for law enforcement agencies, leading to apprehension of criminals faster, quicker closure of cases and being able to help solve cases that they could not have done without this technology.

The Flock Group, Inc, doing business as Flock Safety is the sole manufacturer and distributor of the Flock Safety ALPR camera. The system is an all-inclusive service subscription model that includes ALPR camera hardware, hardware installation, hardware monitoring, hardware maintenance, software, software updates, unlimited users, unlimited storage of data up to one year from the date of capture, LTE connectivity, solar panels, poles, mounting equipment, and a direct link to AXON's [Evidence.com](https://evidence.com) digital media storage system, which is utilized by the Sacramento Sheriff's Office. Only Flock Safety offers this all-inclusive service, which is beneficial for the Rancho Cordova Police Department (RCPD) to maintain a working and efficient ALPR system.

The City is utilizing the Sacramento County Sheriff's Office agreement with Flock Safety for the pricing of the services. The Sacramento County Sheriff's Office utilized a sole-source determination to purchase Flock Safety, to ensure regional connectivity with other law enforcement agencies. Other regional partners, including Elk Grove Police Department, Citrus Heights Police Department, Folsom Police Department, Galt Police Department and West Sacramento Police Department are working together to create a Regional Real Time Information Center (RTIC) utilizing Elk Grove's RTIC as the base. Elk Grove Police Department's RTIC utilizes Flock Safety's FlockOS cloud-based public safety platform and Flock Safety ALPR cameras and the integration with the regional partners will assist RCPD and other local agencies with locating stolen vehicles, apprehending suspects, locating missing persons, and other law enforcement related successes. RCPD will be able to utilize this technology within the RCPD RTIC and integrate with all the regional partners.

The Rancho Cordova Police Department is requesting authorization to enter into a five-year agreement with Flock Group, Inc. to install and maintain 53 APLR cameras within the City of Rancho Cordova in an amount not to exceed \$1,142,515 to deploy this technology throughout the City. This amount includes the current five-year contract totaling \$1,038,650 for 53 APLR's and an additional 10% of the total contract amount as contingency should the City desire additional APLR cameras in the future.

FISCAL IMPACT AND FUNDING SOURCE

The total amount of the five-year contract term for Automated License Plate Reader technology is \$1,142,515 and will be paid through the City's general fund annually.

ATTACHMENT(S)

1. Resolution
2. Flock Quote

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-268 WITH FLOCK GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$1,142,515

WHEREAS, Automated License Plate Reader (ALPR) technology is used throughout the world to assist with locating stolen or wanted vehicles; and

WHEREAS, ALPR technology systems store the location, time, vehicle information, and photos of the vehicle and license plate; and

WHEREAS, this information is vital to law enforcement agencies in locating stolen vehicles, apprehending suspects, locating missing persons, and investigative follow-up; and

WHEREAS, the benefits of the Flock ALPR system will lead to an increase in solved crimes which will, in turn, improve community safety;

WHEREAS, Flock Group, Inc. is the sole manufacturer and distributor of the Flock Safety ALPR camera and is utilized by the local regional law enforcement partners and allows for an integration with our local regional law enforcement partners; and

WHEREAS, the Rancho Cordova Police Department is requesting authorization to enter into a five-year agreement with Flock Group, Inc. to install and maintain 53 APLR cameras within the City of Rancho Cordova, plus an additional 10% contingency should the City desire additional APLR cameras in the future.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES authorize the City Manager to Execute Contract No. 2024-268 with Flock Group, Inc. in an amount not to exceed \$1,142,515, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of December 2024 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

**Flock Safety + CA - Rancho Cordova
PD**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kyle Egkan
kyle.egkan@flocksafety.com
7144690389



EXHIBIT A ORDER FORM

Customer: CA - Rancho Cordova PD
 Legal Entity Name: CA - Rancho Cordova PD
 Accounts Payable Email:
 Address: 2897 Kilgore Road Rancho Cordova, California
 95670

Initial Term: 60 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual
 Retention Period: 365 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$204,900.00
Flock Safety Flock OS			
FlockOS™ - - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon® -	Included	38	Included
Solar Falcon® LR -	Included	15	Included
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year) -	Included	38	Included
Extended data retention (Up to 1 Year) -	Included	15	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee -	\$650.00	10	\$6,500.00
Professional Services - Existing Infrastructure Implementation Fee -	\$150.00	28	\$4,200.00
Professional Services - Solar Implementation Fee -	\$750.00	2	\$1,500.00
Professional Services - Existing Infrastructure Implementation Fee -	\$150.00	13	\$1,950.00
Subtotal Year 1:			\$219,050.00

ITEM 12.1.

ATTACHMENT 2	
Annual Recurring Subscription	\$1,038,650.00
Estimated Tax:	\$0.00
Contract Total:	\$1,038,650.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$219,050.00
Annual Recurring after Year 1	\$204,900.00
Contract Total	\$1,038,650.00

*Tax not included

Flock Safety Platform Items	Product Description
FlockOS TM - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Falcon [®] -	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Extended data retention (Up to 1 Year) -	Extended data retention for up to 1 year for 1 Law Enforcement grade Falcon camera.
Solar Falcon [®] LR -	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only. AC power is also available if needed.
Extended data retention (Up to 1 Year) -	Extended data retention for up to 1 year for 1 Law Enforcement grade Falcon camera.
Professional Services - Solar Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint TM technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - Rancho Cordova PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

MEMORANDUM



ITEM 12.2.

DATE: December 2, 2024
TO: Honorable Mayor and Council Members
FROM: Amanda Norton, Economic Development Director
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-269 IN AN AMOUNT NOT TO EXCEED \$2,777,937 WITH THE RANCHO CORDOVA AREA CHAMBER OF COMMERCE FOR BUSINESS RETENTION SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute an agreement with the Rancho Cordova Area Chamber of Commerce in an amount not to exceed \$2,777,937 for business retention services for a three-year contract, February 2025 – February 2028.

BACKGROUND

In November 2024, City staff presented the City Council with a three-year Economic Development Strategic Plan. The Strategy has three goal areas: business development, placemaking & real estate, and workforce partnerships. Within each goal area there are specific strategies that are designed level up to the goals. While the Economic Department staff is responsible for the work being conducted within the strategies, there are many strategies within the goal areas that require partnership to execute the work. Below are some of the work products that are proposed to be done in partnership with the Chamber:

Goal Area: Business Development

- **Small Business Formation and Growth**
 - *Understanding Artificial Intelligence (AI), Training and Applying AI.* When a business invests in AI, it can significantly improve operational efficiency, enhance decision-making by analyzing vast amounts of data, personalize customer experiences, automate repetitive tasks, reduce costs, identify new market trends, and drive innovation and competitive advantage within its industries. AI allows businesses to operate faster, smarter, and more effectively. It can predict market trends and consumer behavior, helping businesses anticipate future needs and adjust their strategies accordingly. This initiative aims to empower small businesses in Rancho Cordova by providing comprehensive AI training tailored to their specific needs. The program will focus on businesses with 1–50 employees.

- *Minority Business Assistance & Recovery Kickstart (MBARK) Cohort Project.* The Business Development goal area has strategies that focus on business retention. The Chamber has been providing the business community with the MBARK program for the past two years. The focus of the program is to both work one-on-one and in cohorts with small businesses to provide technical assistance that will help the businesses be more resilient and grow.
- *Business Retention and Expansion Data.* The Economic Development Department and City are looking to move to data-driven decision-making. The Economic Development Department will be working to gain access and collect internal and external data. The Chamber is also looking to embark on a data collection effort. Economic Development Department staff will work with the Chamber to ensure data that is collected will be useful to both entities and avoid duplication of work.

Goal Area: Workforce Partnerships

- Talent Pipeline Management (TPM) Program. The TPM Program focuses on working with industry to identify workforce talent needs, draft job announcements that can be used across the industry, identify or partner to create educational pathways for the jobs, and then assist with marketing to help residents learn about the job and educational opportunities.

In addition to the above items, the Chamber will be focusing on strategically increasing revenue across the Chamber's business lines. The Chamber will be working on a data-driven roadmap, scaling programs, and expanding their offerings, that will create revenue streams to bolster their financial independence while delivering greater value to the City's business community.

Regular updates and reporting will be an important component of the contract with the Chamber. The Chamber and Economic Development Department staff currently meet monthly to discuss initiatives. For this contract, performance will be tied to metrics and outcomes. The metrics and outcomes of each year will impact the work being done in each subsequent year.

FISCAL IMPACT AND FUNDING SOURCE

The Contract with the Rancho Cordova Area Chamber of Commerce would be funded through Measure R.

ATTACHMENT(S)

1. Resolution
2. Rancho Cordova Area Chamber of Contract Contract 2025-2028

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE RANCHO CORDOVA AREA CHAMBER OF COMMERCE IN AN AMOUNT NOT TO EXCEED \$2,608,057 FOR BUSINESS RETENTION SERVICES FOR FEBRUARY 2025 – FEBRUARY 2028

WHEREAS, the City of Rancho Cordova (the "City") wishes to contract with the Rancho Cordova Area Chamber of Commerce (the "Chamber") for business retention services for February 2025 – February 2028; and

WHEREAS, the City would like to enter into a new Business Services Agreement (the "Agreement") with the Chamber, in an amount not to exceed \$2,777,937 to assist the Economic Development Department complete strategies from the goals in the Economic Development Strategic Plan; and

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the City Manager to execute an agreement with the Rancho Cordova Area of Commerce in an amount not to exceed \$2,777,937 for business retention services for February 2025 – February 2028, in a form approved by the City Attorney, and to execute all other documents and to take such actions as necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of December 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 12.2.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

David Sander, Mayor

**BUSINESS SERVICES AGREEMENT BETWEEN THE CITY
OF RANCHO CORDOVA AND
RANCHO CORDOVA AREA CHAMBER OF COMMERCE**

THIS AGREEMENT for business services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and The Rancho Cordova Area Chamber of Commerce, a California Non-Profit Mutual Benefit Corporation exempt from tax under Internal Revenue Code section 501 (c)(6), ("Chamber") as of February 1, 2025 (the "Effective Date"). The City and Professional are collectively referred to herein as the "Parties."

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Chamber 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 February 29, 2028, the date of completion specified in Exhibit A. Chamber shall complete the work described in Exhibit A prior to the date of completion, unless the term of this Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Chamber to complete the services required by this Agreement shall not affect the City's right to terminate this Agreement, as provided for in Section 8.

1.2 Assignment of Personnel. Chamber 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, Chamber shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.3 Time. Chamber shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Chamber's obligations hereunder.

SECTION 2. COMPENSATION. City hereby agrees to pay Chamber a sum not to exceed Two Million Seven Hundred Seventy-Seven Thousand Nine Hundred Thirty Seven Dollars (\$2,777,937) ("Not to Exceed Amount"), notwithstanding any contrary indications that may be contained in Chamber's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Chamber's proposal, attached as Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Chamber for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Chamber for services rendered pursuant to this Agreement.

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

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

employees and subcontractors of Chamber. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Chamber 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.** Chamber 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 Chamber and each employee, agent, and subcontractor of Chamber performing services hereunder, as well as a separate notice when the total number of hours of work by Chamber and any individual employee, agent, or subcontractor of Chamber reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
 - The Chamber's signature.
- 2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Chamber.
- 2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** City shall pay for the services to be rendered by Chamber pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Chamber 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 Chamber submit any invoice for an amount in excess of the Not to Exceed 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 Chamber on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.

- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed Zero dollars (\$0). 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.** Chamber 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 Chamber terminates this Agreement pursuant to Section 8, the City shall compensate the Chamber for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Chamber shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Chamber 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, Chamber 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 Chamber 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 Chamber'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, Chamber, 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 Chamber and its agents, representatives, employees, and subcontractors.

Chamber 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. Chamber 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 Chamber's bid. Chamber shall not allow any subcontractor to commence work on any subcontract until Chamber has obtained all insurance required herein for the subcontractor(s) and provided evidence, or evidence of such subcontractor having its own insurance coverage that meets the insurance required herein, to City. Verification of Chamber having the required insurance shall be submitted and made part of this Agreement prior to execution. Chamber shall maintain all required insurance listed herein for the duration of this Agreement. Evidence of the necessary coverage for any subcontractor shall be provided to City before subcontractor performs any services hereunder.

- 4.1 **Workers' Compensation.** Chamber 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 Chamber. 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, Chamber 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 Chamber, 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. Chamber shall notify City within fourteen (14) days of notification from Chamber'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 Chamber does not have any employees.

4.2 **Commercial General and Automobile Liability Insurance.**

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

4.2 All Policies Requirements.

- 4.2.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:V11.
- 4.2.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Chamber shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.2.3 **Subcontractors.** Chamber 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.

- 4.2.4 **Deductibles and Self-Insured Retentions.** Chamber 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, Chamber 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 Chamber 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.

- 4.2.5 **Waiver of Subrogation.** Chamber 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 Chamber, its employees, agents, and subcontractors.

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

- 4.3 **Remedies.** In addition to any other remedies City may have if Chamber 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 Chamber's breach:

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

SECTION 5. **INDEMNIFICATION AND CHAMBER'S RESPONSIBILITIES.**

- 5.1 **General Requirement.** Chamber 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 Chamber 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 Chamber 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 Chamber 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 Chamber 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 Chamber 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, Chamber 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 Chamber or any employee, agent, or subcontractor of Chamber 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, Chamber shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Chamber or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

SECTION 6. STATUS OF CHAMBER.

6.1 Independent Contractor. At all times during the term of this Agreement, Chamber 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 Chamber only insofar as the results of Chamber's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Chamber accomplishes services rendered pursuant to this Agreement. Chamber shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Chamber are employees and agents of Chamber and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Chamber 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, Chamber and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any

and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Chamber shall not allow any employee to become eligible for a claim for PERS benefits.

- 6.2 Chamber Not an Agent.** Except as City may specify in writing, Chamber shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Chamber 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.** Chamber 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. Chamber'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, Chamber 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.** Chamber represents and warrants to City that Chamber 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. Chamber represents and warrants to City that Chamber 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, Chamber and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 Nondiscrimination and Equal Opportunity.** Chamber 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 Chamber under this Agreement. Chamber 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 Chamber thereby.

Chamber 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.** Chamber or City may cancel this Agreement upon 30 day's written notice to the other and shall include in such notice the reasons for cancellation.

In the event of termination, Chamber shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Chamber delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Chamber or prepared by or for Chamber 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. Chamber understands and agrees that, if City grants such an extension, City shall have no obligation to provide Chamber 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 Chamber 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.** City and Chamber recognize and agree that this Agreement contemplates performance by Chamber and is based upon a determination of Chamber's unique competence, experience, and specialized institutional knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the Chamber's reputation and competence of Chamber. Chamber may not assign this Agreement or any interest therein without the 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 Chamber shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Chamber.** If Chamber 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 Chamber pursuant to this Agreement;

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

- 8.6.4 Charge Chamber 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 Chamber pursuant to Section 2 if Chamber had completed the work.

SECTION 9. INTELLECTUAL PROPERTY AND KEEPING AND STATUS OF RECORDS.

- 9.1 **Programs Created as Part of Chamber's Performance.** This Agreement contemplates the creation by Chamber of various programs, data and research, classes, seminars, electronic presentation slides, and information to be published on websites to benefit businesses in the City as well as studies to determine ways to improve business in the City, which is related to the Chamber's tax exempt purpose and set forth in Exhibit A (Programs). City and Chamber agree that both organizations have an interest in these programs and that the Chamber has an interest in continuing such programs after the expiration of this 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 not prepared exclusively for the City and are suitable for future use by Chamber as well as City.
- 9.2 **Copyright.** The authorship of works under this Agreement shall not be considered a "work made for hire" under Federal Copyright laws. With respect to any works related to the Programs that are jointly authored by the City and the Chamber, the copyright to such works shall be jointly owned by the City and the Chamber. Chamber shall own the copyright in all works, including releases, publicity materials, presentations and publications related to Programs or developed under this Agreement that are solely authored by Chamber. Chamber's copyright in works shall be subject to a royalty-free, nonexclusive, and irrevocable license to City to reproduce, translate, modify, display, publish, use, and distribute such works and to authorize others to do so.
- 9.3 **Websites.** Any Programs to be published on a Website will be published on Chamber's Website and City will provide a link to such Website on the City's Website.
- 9.4 **Names and Trademarks.** City's name and logo should only be used with prior written consent from the City. Chamber shall own the trademark and other intellectual property rights in all Programs developed by it under this Agreement including any classes, surveys, presentations, seminars, images, code, software, and Website files.
- 9.5 **Chamber's Books and Records.** Chamber 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 Chamber pursuant to this Agreement.
- 9.6 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Chamber 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.** Chamber 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.** Chamber 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.*

Chamber 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 Chamber was an employee, agent, appointee, or official of the City in the previous twelve months, Chamber warrants that it did not participate in any manner in the forming of this Agreement.

Chamber understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Chamber will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Chamber will be required to reimburse the City for any sums paid to the Chamber. Chamber

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. Chamber agrees not to directly solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials. Nothing in this provision shall prohibit Chamber from advertising the benefits of a business being a member of the Chamber.

10.9 Contract Administration. This Agreement shall be administered by Amanda Norton ("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 Chamber shall be sent to:

Rancho Cordova Chamber of Commerce
ATTN: Diann Rogers
2729 Prospect Park Dr. #117,
Ranch Cordova, CA 95670

Email Address (for Insurance Update Requests)

dhrogers@ranchocordova.org

Any written notice to City shall be sent to:

City of Rancho Cordova
ATTN: Amanda Norton
2729 Prospect Park Dr., Rancho Cordova, CA 95670

10.11 Professional Seal. [INTENTIONALLY OMITTED]

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 Chamber and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.13 IRS Form W-9. Chamber 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

CHAMBER

Micah Runner, City Manager

Date: _____

Diann Rogers, President and CEO

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

EXHIBIT A**Contract Elements for February 2025 – February 2028****1. New Business Support – Grow & Thrive****Primary Element: MBARK: Small Business Development & Training Program**

Requested Investment: \$282,555

For example:

Per Cohort: \$94,185 (3)

Approximate Investment per participant: \$9,418 (10 x 3)

Capacity Building

There is a strong correlation between early access to relevant training and an increased likelihood of business success, represented by higher revenue, improved customer satisfaction, and sustainable growth; essentially, early training can significantly improve a small business's chances of thriving in its early stages. Our program includes essential business skills, enhancing adaptability and agility, and learning to reduce risk, which results in a much more confident and prosperous business owner.

Our training is relevant. The SMEs are top-notch, and their content is applicable. Today, fifty business owners have completed the MBARK program. Fifty businesses have a greater chance of success, growth, and contributing to the economic vitality of our City.

Methodology: The MBARK program is a Chamber-driven initiative offering a 30-week business development and training series for SMBs in Rancho Cordova. Through three cohorts in 2025, MBARK will provide technical training and targeted resources tailored to specific small business needs. The Chamber will manage and execute the program, ensuring it aligns with the needs of local businesses. We will also track participants' progress to evaluate program elements and levels of success.

2025 Deliverables:**Structure & Format**

- Three 10-week MBARK cohorts (thirty weeks of programming)
- The majority of training is in-person in a classroom-style setting
- The two business coaching modules are online
- A welcome reception and dignified graduation are key elements in establishing the shared experience of the program.

Target Audience

- Recruit a minimum of ten (10) Rancho Cordova small and micro-businesses for each cohort.
- Thirty businesses receive training each year

Training Components

- Qualified subject matter experts facilitate the program.
- Provide comprehensive and applicable business training for this specific business audience.
- Subjects include
 - Keys to Effective Business Planning
 - Business Coaching – two sessions targeted to the participants
 - Understanding and Building Business Credit

- Funding Options for Your Small Business
- Best Practices for Managing Your Small Business Financials
- Operating Within Your Jurisdiction and What You Need to Know
- Media Training: Crisis Communications
- Creating a Compelling Brand and Marketing Strategy
- Strategies for E-Commerce, Web, and Social Media.

Support & Resources

- Deliver stipends and cohort-specific technical services.
- Engage with participants quarterly after graduation, utilizing various tools to assess their progress and identify challenges.

Expected Outcomes

- Higher revenue
- Improved customer satisfaction
- Sustainable growth
- Essential business skills
- Enhanced adaptability and agility
- Reduced risk
- A more confident and prosperous business owner

Impact Metrics

- The goal is an 80% completion/graduation rate
- Participants are surveyed after each module to ensure relevancy, comprehension, and quality of instruction.
- At least quarterly, Chamber staff will contact past graduates to assess progress, successes, and challenges.
- Annual reports will be presented to the Council and staff.

2. Existing Business Support – Retain & Train

Primary Elements: Understanding AI, Training & Applying AI to Assist SMBs and Information Data Collection.

Requested Investment: \$400,000

Capacity Building

AI is here to stay, and for our Rancho Cordova business community to remain relevant and prosperous, AI must be embraced. When a business invests in AI, it can significantly improve operational efficiency, enhance decision-making by analyzing vast amounts of data, personalize customer experiences, automate repetitive tasks, reduce costs, identify new market trends, and drive innovation and competitive advantage within its industries.

AI allows businesses to operate faster, smarter, and more effectively. It can predict market trends and consumer behavior, helping businesses anticipate future needs and adjust their strategies accordingly.

The Chamber has the assets to offer our City's business community a means for business owners and employees to embrace the technology and find a place for AI. In Rancho Cordova, we are fortunate to have access to some of the best and brightest in the AI arena. We would be doing a disservice if we ignored this opportunity to provide AI training and give our businesses a valuable tool to ensure their best chance of success.

We will develop a data collection platform to ensure we connect with Rancho Cordova businesses. This platform's initial functions will be communicating opportunities, recruiting participants, and optimizing resource sharing. Eventually, the platform will be the tool to track engagement, identify trends in what businesses need, and optimize sharing resources and opportunities.

Methodology: This initiative aims to empower small businesses in Rancho Cordova by providing comprehensive AI training tailored to their specific needs. The program aligns with the objectives of this overall proposal, focusing on businesses with 1–50 employees. We will create a data collection platform to help ensure we can connect with Rancho Cordova businesses. The platform will be an extension of all marketing and outreach efforts on behalf of the City and Chamber.

Key Deliverables:

Target Audience ~ The program will engage 50 small businesses

- 1–4 Employees: 32 businesses (64%)
- 5–9 Employees: 9 businesses (18%)
- 10–19 Employees: 5 businesses (10%)
- 20–50 Employees: 4 businesses (8%)

Training Components

- In-Person Workshops & Content:
 - *Format:* Interactive lectures, group activities, and real-time problem-solving exercises
 - Introduction to AI and its relevance to small businesses
 - Hands-on training with AI tools such as OpenAI and Microsoft Copilot
 - Case studies showcasing successful AI integration in similar-sized businesses
- Online Modules & Content
 - *Format:* Self-paced learning, video lectures, reading materials, quizzes, and discussion forums
 - Deep dives into AI applications specific to various industries
 - Tutorials on implementing AI solutions in daily operations
 - Assessments to gauge understanding and application

Primary Focus Based on Business Size

- 1–4 Employees: Focus on automating routine tasks to save time for strategic activities.
- 5–9 Employees: Emphasis on enhancing customer engagement through AI-driven insights.
- 10–19 Employees: Training on optimizing supply chain and inventory management using AI.
- 20–50 Employees: Strategies for integrating AI into marketing and sales processes to drive growth.

Support and Resources

- Mentorship: Access to AI experts for personalized guidance.
- Resource Library: Comprehensive materials, including guides, templates, and toolkits.
- Community Platform: Online forum for participants to share experiences and best practices.

Expected Outcomes

- Enhanced Efficiency: Streamlined operations leading to cost savings.
- Improved Competitiveness: Ability to leverage AI for market advantage.
- Sustainable Growth: Equipping businesses with tools to adapt to technological advancements.

Impact Metrics

The following metrics will be tracked to evaluate the program's effectiveness:

- Business Participation and Engagement
 - Number of Businesses Enrolled: 50 small businesses, as outlined above.
 - Completion Rate: Aim for at least an 80% completion rate
 - Satisfaction Scores: Collect feedback through post-training surveys
- Operational Efficiency
 - Productivity Improvements: Monitor key performance indicators (KPIs) such as task completion time and cost savings.
 - Adoption Rate of AI Tools: Track the percentage of businesses integrating AI solutions into their operations

3. Workforce Development – Promote & Stabilize**Primary Element: Talent Pipeline Management (TPM)***Requested Investment: \$319,000****Capacity Building***

Workforce development and the barriers to employment are front and center across the country. Rancho Cordova has recognized this and has implemented one of its most advanced workforce development (WFD) programs. TPM, or Talent Pipeline Management, is a program of the U.S. Chamber. TPM is a proven framework that empowers employers to align workforce needs with education and training systems. Modeled after supply-chain management strategies, TPM clearly defines and forecasts workforce needs and builds a sustainable talent pipeline for critical roles.

Impact on the Rancho Cordova Business Community

Ensuring Rancho Cordova proactively identifies and develops a sustained pool of qualified employees is critical to our community's growth and business expansion. With a skilled, diverse, and talented workforce, Rancho Cordova is positioned to lead and manage its development; a qualified workforce will sustain the industry sectors our community wishes to attract and retain.

Methodology: This program focuses on workforce development and employee retention while supporting key industries in Rancho Cordova. Using the TPM (Talent Pipeline Management) principles, the Chamber will recruit, execute, and manage industry-specific collaborations to enhance talent retention and growth and ensure alignment with the City's workforce development goals.

Key Deliverables:**Format**

- Utilize the TPM strategies as the methodology of the collaboratives
- Host two collaboratives

Recruitment & Target Audiences

- Outreach to a minimum of 20 employers for each initial collaborative informational session
- Seek six (6) active employer participants for each collaborative.
- Create a collaborative that organizes employers to identify the most promising opportunities or engagement around similar workforce needs.

Project Critical Job Demand and Seek Alignment

- Develop projections for job openings to accurately determine the type of talent and how much employers need.
- Address three (3) job opening types for each collaborative.

Build Talent Supply Chains

- Identify six (6) new external pipeline partners for each collaborative.
- Identify at least two (2) areas where the employers can have an internal impact. (*E.g., in 2024, we identified three within collaborative #1*)
 - Lack of dedicated Human resources staff
 - Lack of training time available outside of on-the-job training and
 - Lack of skills transfer and standardization for prospective employees

Support & Resources

- Support the Economic Development Strategic Plan by focusing workforce development programs on the identified target industry sectors.
- Train and place two (2) professionals certified in TPM strategies as program leaders.

- Coordinate TPM collaboration with other chambers in the region to avoid redundancy and wasting resources.

Expected Outcomes

- Organizing businesses into employer-led industry collaboratives
- Identifying talent solutions to ensure Rancho Cordova's workforce is trained, developed, and upskilled into in-demand career pathways and
- Improving collaboration with education, government, and workforce partners by utilizing each collaborative's real-time data
- Consistently brings business, education, and workforce partners together to create and sustain the high-quality workforce needed for our continued economic prosperity.
- We anticipate there will be 25 to 30 new hires just within this current collaboration.
- The ripple effect of aggregated and clarifying job descriptions will have an impact on recruitment beyond the initial eight business participants and benefit the light manufacturing sector as a whole.

4. Path to Prosperity – Prepare & Implement

Primary Element: Implementation of Chamber Capacity Expansion Roadmap

Requested Investment: \$220,000

Our Chamber has overcome challenges, matured, and is recognized as a regionally respected provider of programs and services. This work extends well beyond our chamber membership, and dozens upon dozens of small and medium-sized businesses are today more prepared and resilient than ever before due to the efforts of the Chamber and chamber partners.

Capacity Building

Investing in the chamber's growth has exponential opportunities to benefit the Rancho Cordova business community and its residents. Over the next three years, our transformation will position the Chamber as an even more impactful leader, a more vigorous champion for the business community, and a thriving key partner to the City of Rancho Cordova as Rancho Cordova becomes the region's leading tech hub and innovative center.

Impact on the Rancho Cordova Business Community

The Council has just approved the City's three-year economic development strategic plan, which references our partnership and one of our programs. There are guiding principles in which the Chamber can complement the efforts of the Economic Development Department – Economic Resiliency and Sustainable Growth. We will continue to add value around the goal of "Workforce Partnership."

Methodology: Grounded in a thorough gap analysis and assessment due to be completed in January 2025, the Chamber will have a detailed roadmap guiding our evolution. We will scale our membership, staff, services, and resources to meet the growing needs of businesses throughout the City. We want to be the entity ensuring the retention and development of our existing businesses, supporting the growth and expansion of those businesses poised to do so, and being the resource center for businesses no matter their development journey. We anticipate that this transformation will require a dedicated three-year timeline to evolve into an organization equipped to meet these goals fully.

Key Deliverables:

- *Enhanced Capacity Through:*
 - Staffing: Ensure the most well-qualified and prepared staff are in place to drive our success.
 - Operational Excellence: Optimizing workflow and data-driven decision-making,
 - Technology: To ensure the efficient execution of all programs, necessary applications and technologies will be added.

- *Note: Sound operational efficiencies can result in a 5-10% increase in revenue growth and a 15+% reduction in operational costs.*
- Establish a consistent project check-in schedule for all applicable projects. (Economic Development and the Chamber team meet monthly.)
- Provide annual updates/reports to the City Council.
- *Expected Outcomes*
Economic Growth & Resilience: The presented programs will drive business efficiency and resilience, ensuring the long-term success of Rancho Cordova's SMBs. The Chamber's partnership in these efforts will directly support the City's economic objectives.
AI Leadership: The Chamber's AI training initiative will position Rancho Cordova as a leader in business innovation, reinforcing the City's reputation as a forward-thinking community.
SMB Engagement: Through these programs, the Chamber will strengthen relationships with SMBs, ensuring long-term retention and growth that complement the City's broader efforts.
Workforce Development: Programs will help attract new employees to industry and ensure current employees have opportunities to progress and promote, helping ensure stability of the business community. Another benefit is strengthening strategic alliances with local and regional educational institutions, furthering Rancho Cordova's economic vitality.

Reducing Reliance on City Funding

We are committed to reducing our reliance on city funding by strategically increasing revenue across the Chamber's business lines. Utilizing the aforementioned roadmap, scaling programs, and expanding our offerings, we will create revenue streams that bolster our financial independence while delivering greater value to the City's business community.

This approach ensures that the Chamber remains a dynamic and effective force driving economic growth, fostering innovation, and supporting the success of our business community in Rancho Cordova. Through our strong partnership with the City, we are building a sustainable foundation for a thriving business environment that will benefit our community for years to come.

The program included here is designed to eventually increase revenue, reduce costs, or be monetized in alignment with the 2.0 assessment's core objectives. As outlined in the chart below, we are committed to implementing measures to reduce our reliance on city support.

Program	Year One	Year Two	Year Three
New Business Support – <i>Grow & Thrive</i>	\$282,555	\$226,044	\$192,137
Existing Business Support – <i>Retain & Train</i>	\$400,000	\$184,000	\$156,481
Workforce Development – <i>Promote & Stabilize</i>	\$319,000	\$255,200	\$216,920
Path to Prosperity – <i>Prepare & Implement</i>	\$220,000	\$176,000	\$149,600
Overall	\$1,221,555	\$841,244 (-31%)	\$715,138 (-15%)

Contract Reporting

Currently the City of Rancho Cordova Economic Development Department and the Chamber staff meet monthly. For the purposes of this contract, the meetings will continue and will include regular updates and annual metrics and outcomes report outs.

The Chamber shall meet with the City Manager, or designee, sixty (60) days prior to the end of Years 1 and 2 of this Agreement in order to evaluate the Chamber's performance and the success of the programs offered. If the City, in its sole discretion, determines that the services have not been successful at providing enhanced programming the City may terminate this Agreement.

EXHIBIT B**COMPENSATION SCHEDULE**

Regular invoices, no more frequently than monthly, will be submitted to the City of Rancho Cordova, Economic Development Department. Invoices will include hours and accomplishment by Task.

All work completed by staff of the Rancho Cordova Chamber of Commerce will be billed at a rate of \$175 per hour. For work that will involve subcontractors, the Chamber will submit proof of paid invoices for reimbursement.

Total compensation paid to Professional under this agreement shall not exceed \$2,777,937.

MEMORANDUM



ITEM 12.3.

DATE: December 2, 2024
TO: Honorable Mayor and Council Members
FROM: Adam Lindgren, City Attorney
SUBJECT: **A RESOLUTION APPROVING AN INCENTIVE PAYMENT FOR 2024 PERFORMANCE AND A SALARY INCREASE FOR MICAH RUNNER FOR SERVICE AS CITY MANAGER, AND ADJUSTING THE FULL TIME EMPLOYEE SALARY SCHEDULE FOR THE POSITION OF CITY MANAGER**

RECOMMENDATION

Receive oral report summarizing the proposed changes to the City Manager's pay and benefits and adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize payment of a 5% (\$14,250) performance incentive payment to City Manager Micah Runner based on his 2024 performance, increase his annual salary by \$7,695 to \$292,695 (\$24,391 per month), and update the Full Time Employee Salary Schedule for the position of City Manager to \$24,391 per month.

BACKGROUND

Micah Runner has served as the City Manager for the City of Rancho Cordova since December 2022. The City Council conducted closed sessions to evaluate Mr. Runner's performance, and to receive information and provide direction regarding his salary and benefits package. The City Council determined that the City Manager's overall performance in 2024 was "innovative" and "elevating."

Consistent with the terms of the City's employment agreement with the City Manager, the Resolution before the City Council would approve a 5% performance incentive payment (\$14,250) to be paid immediately based on the City Council's conclusion that Mr. Runner displayed "innovative" and "elevating" 2024 performance and succeeded in achieving the specific objectives previously established by the City Council. The Resolution would also increase the City Manager's base salary by \$7,695 per year from \$285,000 to \$292,695 (\$24,391 per month), and update the Full Time Employee Salary Schedule for the position of City Manager to \$24,391 per month. Consistent with the terms of the City's employment agreement with the City Manager, the salary adjustment is based on the annual consumer price index (CPI) included in the contract that equaled 2.7%.

Before taking final action, the City Council would orally report a summary of the recommended

actions on City Manager pay and benefits during this open session of a regular City Council meeting.

FISCAL IMPACT AND FUNDING SOURCE

The ongoing fiscal impact will be \$7,695 plus the cost of additional CalPERS retirement and insurance benefits in the approximate amount of \$4,000, plus a one-time fiscal impact of \$14,250 for the performance incentive payment. The City Manager's salary and benefits are paid by the City's General Fund.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - City Manager Salary Schedule

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING AN INCENTIVE PAYMENT FOR 2024 PERFORMANCE AND A SALARY INCREASE FOR MICAH RUNNER FOR SERVICE AS CITY MANAGER, AND ADJUSTING THE FULL TIME EMPLOYEE SALARY SCHEDULE FOR THE POSITION OF CITY MANAGER

WHEREAS, Micah Runner has served as City Manager for the City of Rancho Cordova since December of 2022; and

WHEREAS, the City Council approved an employment agreement ("Agreement") with Micah Runner ("City Manager") on December 19, 2022; and

WHEREAS, Section II.A.1 of his Agreement allows up to a 5% performance incentive benefit, in addition to his salary; and

WHEREAS, the City Council conducted a performance evaluation of City Manager in closed session at its November 18, 2024 meeting, and reported out of closed session that the City Manager's overall performance in 2024 was "innovative" and "elevating;" and

WHEREAS, the City Council met in closed session on November 18, 2024, to conduct labor negotiations related to the City Manager; and

WHEREAS, following the performance review and labor negotiations, the City Council directed that an item be placed on the City Council agenda for the Council to consider awarding the City Manager the maximum performance incentive pay of five percent (5%) available for 2024 based on his performance, as demonstrated by his success in meeting the specific objectives established by the City Council, and increasing Mr. Runner's salary by \$7,695 per year to \$292,695 per year which is \$24,391 per month; and

WHEREAS, this Resolution would adjust the adopted Full Time Employee Salary Schedule most recently approved on September 3, 2024, by Resolution No. 119- 2024 to increase the identified City Manager monthly salary from \$23,750 per month to \$24,391 per month.

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

1. City Manager, Micah Runner, shall be awarded a performance incentive for his innovative and elevating 2024 performance in the amount of \$14,250.

2. Section II.A.1 of the "Employment Agreement with City Manager and City of Rancho Cordova" between the City of Rancho Cordova and Micah Runner entered into on December 19, 2022, is amended, effective January 1, 2025, to state:

"The City Manager shall be paid a monthly salary of Twenty-Four Thousand Three Hundred and Ninety-One Dollars which amount is Step E in the Salary Range Table as adopted by Resolution ____ - 2024. This constitutes "Base Salary."

ITEM 12.3.

ATTACHMENT 1

3. The adopted Full Time Employee Salary Schedule most recently approved on September 3, 2024, by Resolution No. 119-2024 is hereby adjusted to increase the identified City Manager monthly salary from \$23,750 per month to \$24,391 per month as identified in Exhibit A hereto.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 2nd day of December 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

ATTACHMENT 2
Exhibit A to the Resolution

Classification	Step A		Step A		Step A1		Step A1		Step B		Step B		Step B1		Step B1		Step C		Step C		Step C1		Step C1		Step D		Step D		Step D1		Step D1		Step E		Step E		Proposed Annual Salary
	Hourly	Weekly	Monthly	Hourly	Bi-Weekly	Monthly	Hourly	Weekly	Monthly	Hourly	Bi-Weekly	Monthly	Hourly	Weekly	Monthly	Hourly	Bi-Weekly	Monthly	Hourly	Weekly	Monthly	Hourly	Bi-Weekly	Monthly	Hourly	Weekly	Monthly	Hourly	Weekly	Monthly	Hourly	Weekly	Monthly				

Note: In accordance with Resolution #103-2012 and 20-2004, the City Manager is authorized to make title, salary range and classification changes during the fiscal year.

Resolution 119-2024; effective 7-7-2024