



AGENDA

November 4, 2015

CITY COUNCIL MEETING

7:00 p.m.

City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

2. ROLL CALL

Councilmember: Bonnie Gore

Vice Mayor: Susan Rohan

Councilmember: Tim Herman

Councilmember: Pauline Roccucci

Mayor: Carol Garcia

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

All Items on the agenda will be open for the public comment before final action is taken. Speakers are requested to restrict comments to the item as it appears on the agenda and stay within a five (5) - minute time limit. The Mayor has the discretion of limiting the total discussion time for an item.

5. PRESENTATIONS

5.1. Recognizing City of Roseville Employees that Have Served in the United States Military

CONTACT: Sean Bigley 774-5513 sbigley@roseville.ca.us

6. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

Persons may address the City Council on items not on this agenda. Please complete a "Speaker Information Card" and present it to the City Clerk prior to the start of the

meeting. Speakers shall restrict their comments to issues that are within the subject jurisdiction of the City Council and limit their comments to three (3) minutes per person. The total time allocated for Public Comment is 25 minutes. The Brown Act, with certain exceptions, does not permit the City Council to discuss or take action on issues that are not listed on the agenda.

7. CONSENT CALENDAR

NOTICE TO THE PUBLIC

All matters listed under Consent Calendar are considered to be routine and all will be passed by one motion. There will be no discussion of these items unless members of the City Council or the public request specific items be removed from the Consent Calendar for separate discussion. Any member of the public may address the City Council on items on the Consent Calendar. Public comments on any item or items on the Consent Calendar are limited to five (5) minutes per speaker

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. Vehicle Purchases and Budget Adjustments

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council adopt ORDINANCE NO. 5585 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE, and authorize a purchase order to Future Ford of Roseville for three Ford F350 trucks utilizing RFQ 01-3053; and authorize a purchase order to John Deere & Company for two utility tractors utilizing NJPA contract #070313-DAC; and adopt ORDINANCE NO. 5586 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE, and authorize a purchase order to National Auto Fleet Group for one Ford Explorer utilizing NJPA contract #102811; and authorize a purchase order to Preferred Truck & Equipment Sales and Service for one side collection refuse truck utilizing NJPA contract #060612-ESG; and authorize a purchase order to Preferred Truck & Equipment Sales and Service for three front loader refuse trucks utilizing NJPA contract #060612-ESG; and authorize a purchase order to Downtown Ford Sales for one F250 truck utilizing RFQ 01-3030; and authorize a purchase order to Turf Star Inc. for one Toro Workman HDX utility cart. The total cost of three Ford F350 pickup trucks is \$85,842.14, a budget adjustment of \$3,433.00 from the Auto Replacement Budget will pay for internal fleet preparation costs. The total cost of two John Deere utility tractors is \$78,359.59. The total cost of one Ford Explorer is \$31,856.95, a budget adjustment of \$5,000.00 from the Auto Replacement Budget will pay for the remaining purchase price of the vehicle. The total cost of one side collection refuse truck is \$291,276.77. The total cost of three front loader refuse trucks is \$859,261.29. The total cost of one Ford F250 truck is \$33,599.84. The total cost of one Toro Workman HDX utility cart is \$23,720.90. Funding for the vehicles is included in the FY2015/16 Auto

Replacement Budget.

CC #: 7235

File #: 0201-01 & 0203-01

CONTACT: Peter Brevik 774-5724 pbrevik@roseville.ca.us

7.2. Playground Equipment and Installation - Service Agreement

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 15-482 APPROVING A SERVICE AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND LANDSCAPE STRUCTURES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1604322).

This is a service agreement with Landscape Structures, Inc. for playground equipment and installation services at Hillsborough Park. The total cost of the agreement including materials, tax, labor and freight is \$261,948.98 with authorization for the Parks, Recreation and Libraries Director or designee to approve change order requests in an amount not to exceed 10% of the contract price. Funding is included in the Parks, Recreation & Libraries Department's FY2015/16 General Capital Improvement Project Rehabilitation Budget.

CC #: 7232

File #: 0704

CONTACT: Peter Brevik 774-5724 pbrevik@roseville.ca.us

Resolutions

7.3. Fiddymont Ranch Phase 2 Village F9-A1 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 15-479 APPROVING SUBDIVISION AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, and approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the rights of way and easements offered thereon for dedication, but reject at this time on behalf of the public the irrevocable offer of Lot A offered thereon. There is no fiscal impact.

CC #: 7239

File #: 0400-04-09-1

CONTACT: Kerry Andrews 774-5339 kandrews@roseville.ca.us

7.4. Occupational Health Medical Services - Permanente Agreement

Memo from Risk Manager David Rawe and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 15-487 APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR OCCUPATIONAL HEALTH SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE PERMANENTE MEDICAL GROUP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The contracted amount is not expected to exceed \$75,000.00 for the plan year

between two providers and has been budgeted in the FY2015/16 Human Resources/Risk Management Budget.

CC #: 7243

File #: 0600

CONTACT: Dave Rawe 774-5207 drawe@roseville.ca.us

7.5. Westpark Phase 4 Village W-17C - Certificate of Completion

Memo from Senior Construction Inspector John Hernandez and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 15-488 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTPARK PHASE 4 VILLAGE W-17C PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 7245

File #: 0400-04-09-1

CONTACT: John Hernandez 774-5486 jhernandez@roseville.ca.us

7.6. Westpark Phase 4 Village W-19B - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 15-480 APPROVING A SUBDIVISION AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PULTE HOME CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE and approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the rights of way and easements offered thereon for dedication, and approve the abandonment of the easement listed thereon. There is no fiscal impact.

CC #: 7246

File #: 0400-04-09-1 & 0400-07

CONTACT: Kerry Andrews 774-5339 kandrews@roseville.ca.us

7.7. Harding to Royer Bike Trail Segment 3 Project - Professional Services Agreement Amendment

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 15-481 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND INTERWEST CONSULTING GROUP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This contract amendment, for acquisition and escrow coordination services for the Harding to Royer Bike Trail Segment 3 Project includes an increase of \$19,950.00 bringing the total contract amount to \$36,450.00. The project is being funded with Transportation

Development Act funds and Congestion Mitigation and Air Quality funds.

CC #: 7230

File #: 0721-05

CONTACT: Cathy Gosalvez 746-1300 cgosalvez@roseville.ca.us

7.8. Street Closure Request - City Christmas Tree Installation - November 17, 2015

Memo from Community Relations Analyst Jamie Hazen and Assistant City Manager Dominick Casey recommending Council adopt RESOLUTION NO. 15-483 OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE CLOSING OF CERTAIN STREETS FOR THE INSTALLATION OF THE CITY CHRISTMAS TREE. The street closure will take place on Tuesday, November 17, 2015 from 7:00 a.m. - 12 p.m. for the installation of the City's Christmas Tree. Funding for this event is included in the Parks, Recreation and Libraries FY2015/16 budget.

CC #: 7248

File #: 0109-02

CONTACT: Jamie Hazen 774-5978 jhazen@roseville.ca.us

7.9. Street Closure Request - Turkey Trot Fun Run - November 26, 2015

Memo from Community Relations Analyst Jamie Hazen and Assistant City Manager Dominick Casey recommending Council adopt RESOLUTION NO. 15-484 OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE CLOSING OF CERTAIN STREETS FOR THE TURKEY TROT FUN RUN. The street closure will take place on November 26, 2015 from 5:00 a.m. to 12:00 p.m. for the Turkey Trot Fun Run. Funding for this event is included in the Parks, Recreation & Libraries FY2015/16 Budget. Proceeds from the runners go to the SPARKS Program and scholarships for Parks Programs.

CC #: 7234

File #: 0109-02

CONTACT: Jamie Hazen 774-5978 jhazen@roseville.ca.us

7.10. Street Closure Request - 54th Annual Sylvia Besana Holiday Parade - November 21, 2015

Memo from Community Relations Analyst Jamie Hazen and Assistant City Manager Dominick Casey recommending Council adopt RESOLUTION NO. 15-485 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE CHAMBER OF COMMERCE AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The street closure will take place on November 21, 2015 from 7:00 a.m. to 12:30 p.m. for the 54th Annual Sylvia Besana Holiday Parade and is coordinated by the Roseville Chamber of Commerce. The Roseville Chamber of Commerce will reimburse the City of Roseville for costs incurred for street closures for the parade.

CC #: 7233

File #: 0109-02

CONTACT: Jamie Hazen 774-5978 jhazen@roseville.ca.us

7.11. Occupational Health Medical Services - Sutter Agreement

Memo from Risk Manager David Rawe and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 15-478 APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR OCCUPATIONAL HEALTH SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND SUTTER MEDICAL FOUNDATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is an agreement with Sutter Medical Foundation to provide occupational health medical services to City employees. The contracted amount is not expected to exceed \$75,000.00 for the plan year and has been budgeted in the FY2015/16 Human Resources/Risk Management Budget.

CC #: 7244

File #: 0600

CONTACT: Dave Rawe 774-5207 drawe@oseville.ca.us

7.12. Transient Occupancy Tax Revenue Audit - Professional Services Agreement

Memo from Administrative Analyst Jeannine Thrash and Finance Director Monty Hanks recommending Council adopt RESOLUTION NO. 15-489 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MUNISERVICES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. To verify that all hotel operators are complying with the Roseville Municipal Code Chapter 4.24 as it pertains to collecting, remitting, and reporting the transient occupancy tax, the City has decided to perform an independent audit. There will be no new fiscal impact from this agreement since the cost of the audit is included in the Finance Administration Budget for FY16. The agreement allows services not exceeding \$18,100.00.

CC #: 7240

File #: 0210

CONTACT: Jeannine Thrash 774-5473 jthrash@roseville.ca.us
Monty Hanks 774-5313 mhanks@roseville.ca.us

7.13. Western Placer County Groundwater Management Plan – Year 8 Implementation - Professional Services Agreement

Memo from Assistant Environmental Utilities Director Kelye McKinney and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 15-475 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GEI CONSULTANTS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The cost for Year 8 implementation work is \$218,170.00 and will be shared by the Western Placer County Groundwater Management Plan partners. The City of Roseville, Placer County Water Agency, and City of Lincoln will each contribute \$50,000.00 towards the Groundwater Management Plan effort and California American Water Company will contribute \$25,000.00. The remaining cost of \$43,200.00 will be covered through carry-over budget available

from past partner contributions to the program.
CC #: 7247

File #: 0900-02

CONTACT: Kelye McKinney 774-5552 kmckinney@roseville.ca.us

7.14. Advanced Metering Infrastructure Consulting - Professional Services Agreement

Memo from Electric Business Analyst Matt Nelson and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 15-477 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND UTILIWORKS CONSULTING, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The consulting services for assessment and procurement of advanced metering infrastructure will cost \$168,840.00. Funds are available in the Electric Operations Fund FY2015/16 Budget.

CC #: 7220

File #: 0800-03

CONTACT: Matt Nelson 774-5618 mnelson@roseville.ca.us

7.15. Residential New Construction Energy Efficiency Program Development - Professional Services Agreement

Memo from Senior Energy Services Account Representative Mark Riffey and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 15-490 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND TRC SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a professional service agreement for the development of the residential new construction energy efficiency program. The total cost for the contract will not exceed \$40,000.00. The funds are to be paid from the Public Benefits Fund and are currently part of the FY2015/16 Budget.

CC #: 7252

File #: 0800-03

CONTACT: Mark Riffey 746-1667 mriffey@roseville.ca.us

7.16.316 Vernon Office Building - Design Assist Construction Agreement Amendment

Memo from Deputy City Manager Mike Isom recommending Council adopt RESOLUTION NO. 15-476 APPROVING A FIRST AMENDMENT TO DESIGN-ASSIST CONSTRUCTION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND DPR CONSTRUCTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. When preparing the original agreement, staff and DPR inadvertently omitted DPR's schedule of labor rates from the list of agreement exhibits. There is no fiscal impact as a result of this contract amendment.

CC #: 7237

File #: 0401-02-02-1

CONTACT: Mike Isom 774-5527 misom@roseville.ca.us

Ordinances (for introduction and first reading)

7.17. Municipal Code Update - Fine Schedule

Memo from Department Public Information Officer Dee Dee Gunther and Police Chief Daniel Hahn recommending Council adopt RESOLUTION NO. 15-491 ADOPTING A FINE SCHEDULE FOR ADMINISTRATIVE ENFORCEMENT OF MUNICIPAL CODE VIOLATIONS, AND REPEALING RESOLUTION 15-420. On September 16, Council approved for second reading an amendment repealing and replacing Chapter 10.64 of Title 10 of the Roseville Municipal Code regarding alarm systems. The new alarm system ordinance created three new potential violations of the Municipal Code: 10.64.125B, failing to report a change of monitoring companies; 10.64.125C, an alarm company failing to submit a biannual report; and 10.64.150, failing to implement enhanced call verification. The administrative fines for those violations are \$100.00, for a first violation, \$200.00 for a second and \$500.00 for third and subsequent violations. The updated fine schedule incorporates those new violations and renumbers an existing violation, operating or maintaining a direct dial alarm, from 10.64.120 to 10.64.135. The fiscal impact of the new violation categories is expected to be insignificant.

CC #: 7250

File #: 0212

CONTACT: Dee Dee Gunther 774-5015 ddgunther@roseville.ca.us

Ordinances (for introduction and adoption - appropriation/urgency measures)

7.18. Capital Improvement Projects - Budget Adjustment

Memo from Budget Manager Kathy Cullen and Finance Director Monty Hanks recommending Council adopt ORDINANCE NO. 5584 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The budget adjustment lists Capital Improvement Projects and associated transfers that were approved by the City Council prior to June 30, 2015. These projects are ongoing, requiring the unspent budget balances in the FY2014/15 budget to be brought forward to the current fiscal year's budget. This budget adjustment has no fiscal impact.

CC #: 7236

File #: 0201-01 & 0801

CONTACT: Kathy Cullen 746-1306 kcullen@roseville.ca.us

Ordinances (for second reading and adoption)

7.19. Second Reading - Personnel Rules and Regulations - Municipal Code Revision

ORDINANCE NO. 5587 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 3.12.075 OF CHAPTER 3.12 OF TITLE 3 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PAID SICK LEAVE, for second reading and adoption.

CC #: 7251

File #: 0600-03

CONTACT: Linda Hampton 774-5215 lhampton@roseville.ca.us

Reports / Requests

7.20. Out of State Travel Request - Fire Department

Memo from Fire Battalion Chief Rich Harlan and Interim Fire Chief Brian Kelly recommending Council approve out-of-state travel for Engineer Kevin Cullison to attend a Federal Emergency Management Agency (FEMA) sponsored Hazmat Specialist Train-the-Trainer Course in Miami, Florida, December 7-12, 2015. Total cost to the department is approximately \$1,593.00. Funds for this training are available in this fiscal year's budget. Tuition, travel, per diem, lodging, release time costs in the amount of \$4,985.00 will be covered by FEMA.

CC #: 7231

File #: 0600-02

CONTACT: Rich Harlan 746-5837 rharlan@roseville.ca.us

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Adjusting the Employer's Fixed Health Benefit Contribution under the Public Employees' Medical and Hospital Care Act

Memo from Human Resources Manager Lisa Achen and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 15-486 ADJUSTING THE EMPLOYER'S FIXED CONTRIBUTION UNDER SECTION 22893 OF THE PUBLIC EMPLOYEE'S MEDICAL AND HOSPITAL CARE ACT TO BE EFFECTIVE JANUARY 1, 2016. This item authorizes submission of the resolution to CalPERS establishing monthly benefit contribution increases for Tier 1 and Tier 2 retiree medical benefit contributions.

CC #: 7242

File #: 0600-04

CONTACT: Lisa Achen 774-5205 lachen@roseville.ca.us

9. ORDINANCES

9.1. Roseville Electric Utility 2015 Rate Case

Memo from Finance and Administration Manager Philip McAvoy and Electric Utility Director Michelle Bertolino recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 14.24.021, 14.24.040, 14.24.050, 14.24.051, 14.24.052 AND 14.24.055 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ROSEVILLE ELECTRIC RATES. Every two years, Roseville Electric Utility prepares a formal electric rate case and recommends rate

adjustments, if necessary, to ensure sufficient revenue and to align revenues with costs. The 2015 rate case and study concludes that total revenues are sufficient to cover expected costs for 2016 and 2017, and therefore, no overall revenue increase is necessary. However, structural rate changes are recommended to continue to better align revenues with costs. There is no net fiscal impact associated with this item.

CC #: 7238

File #: 0800-03

CONTACT: Philip McAvoy 774-5689 pmcavoy@roseville.ca.us

10. COUNCIL / STAFF / REPORTS/ COMMENTS

11. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 7235

File #: 0201-01 & 0203-01

Title: Vehicle Purchases and Budget Adjustments
Contact: Peter Brevik 774-5724 pbrevik@roseville.ca.us

Meeting Date: 11/4/2015

Item #: 7.1.

RECOMMENDATION TO COUNCIL

RFQ 01-3053

Authorize a purchase order to Future Ford of Roseville for the purchase of three F350 trucks. Two of the trucks will to replace the Police Department's vehicle numbers 06-215 and 06-305. The additional truck will replace the Parks, Recreation and Libraries vehicle number 06-263. The total cost of three vehicles including tax and options is \$85,842.14. Additionally, adopt an ordinance amending the budget by \$3,433.00 to pay for internal fleet preparation costs.

NJPA Contract

Authorize a purchase order to John Deere & Company care of Valley Truck and Tractor Company for two John Deere 4066M compact utility tractors utilizing National Joint Powers Alliance (NJPA) contract #070313-DAC to replace Parks, Recreation and Libraries tractors 00-631 and 07-667. The total cost of two tractors including tax is \$78,359.59.

Authorize a purchase order to National Auto Fleet Group for one Ford Explorer utilizing NJPA contract# 102811 to replace vehicle number 07-250. The total cost of this vehicle including tax and options is \$31,856.95. Additionally, adopt an ordinance amending the budget by \$5,000.00 to pay for the remaining purchase price of the vehicle.

Authorize a purchase order to Preferred Truck & Equipment Sales and Service for one side collection refuse truck utilizing the NJPA contract #060612-ESG to replace the Environmental Utilities vehicle number 07-369. The base vehicle price including tax is \$291,276.77.

Authorize a purchase order to Preferred Truck & Equipment Sales and Service for three front loader refuse collection trucks utilizing NJPA contract #060612-ESG to replace the Environmental Utilities Solid Waste Division's vehicle numbers 07-391, 08-314 and 08-359. The combined total cost of the vehicles including tax is \$859,261.29.

RFQ 01-3030

Authorize a purchase order to Downtown Ford Sales for the purchase of one F250 truck to

replace the Electric Department's vehicle 07-195. The total cost of this vehicle including tax and options is \$33,599.84.

National IPA Contract

Authorize a purchase order to Turf Star, Inc. for the purchase of one Toro Workman HDX utility cart utilizing the National IPA contract 120535 to replace the Parks, Recreation and Libraries vehicle 06-802. The total cost of this vehicle including tax and options is \$23,720.90.

BACKGROUND

RFQ 01-3053

The Police Department is replacing their vehicle numbers 06-215 and 06-305. These vehicles will be used to investigate accidents and crime scenes and to tow trailers with Police equipment. The third F350 vehicle is for the Parks, Recreation and Libraries Open Space Tree Maintenance crew and will replace vehicle number 06-263.

A formal bid was issued with three vendors responding as follows:

Vendor	Unit Price (base vehicle price without options)
Downtown Ford Sales Sacramento, CA	\$68,550.60
Albany Ford Subaru Albany, CA	\$69,855.09
Future Ford Roseville, CA	\$68,285.00

NJPA Contract

The John Deere tractors are being purchased as replacement vehicles for 00-631 and 07-667. These tractors with the optional D170 loader are used by the Parks, Recreation and Libraries Park Maintenance staff daily for operating and maintaining parks and facilities. Due to their age and cost of maintenance the tractors will be replaced with the John Deere 4066M compact utility tractor.

The Parks, Recreation and Libraries Department has requested a new Ford Explorer as a replacement vehicle for 07-250. The new vehicle will be used by the Open Space division for staff transportation, meetings, jobsite projects, inspections and related matters.

The City is piggybacking a competitively bid cooperative agreement established through NJPA.

The Environmental Utilities Solid Waste Division is purchasing one side loader and three front loader refuse trucks to service the City's commercial customers for solid waste collection up to seven days per week. The Solid Waste Division has been able to utilize these vehicles an additional two to three years beyond their life expectancy without the cost of repairs overriding the need for replacement; however, over the past year, the cost to maintain and repair these vehicles has increased and the need for replacement is essential.

The City is piggybacking a competitively bid cooperative agreement established through NJPA for the purchase of four collection vehicles. The City will be saving approximately nineteen percent off of the manufacturer's suggested retail price for the side loader collection truck and twenty one percent off the front loaders by utilizing this contract. The NJPA contract is awarded to Environmental Solutions Group, and the City will be utilizing one of their local authorized dealers, Preferred Truck & Equipment Sales and Service for the purchase.

RFQ 01-3030

The Electric Department's Construction Maintenance Division has requested a new Ford F250 truck as a replacement vehicle for 07-195. The truck will be used for responding to power outages, delivering materials, inspecting construction projects, and job site safety inspections.

National IPA Contract

The Parks, Recreation and Libraries Department has requested a new Toro Workman HDX utility cart as a replacement vehicle to 06-802. The new utility cart includes a hitch, high flow hydraulic kit and bed liner. The Parks Maintenance crew uses these carts for general park maintenance work including repairs, hauling, spreading seed and top dressing applications.

Vehicle replacements are based on the Fleet Scoring System which considers factors such as age, miles, reliability, prior maintenance and repair costs, and current condition. Below are the vehicle replacement scores.

Vehicle ID Replacement Score Vehicle Condition

Vehicle ID	Replacement Score	Vehicle Condition
06-215	29	Meets City replacement criteria
06-305	30	Meets City replacement criteria
06-263	27	Meets City replacement criteria
00-631	32	Meets City replacement criteria
07-667	24	Meets City replacement criteria
07-250	28	Meets City replacement criteria
07-369	40	Meets City replacement criteria
07-391	42	Meets City replacement criteria
08-314	35	Meets City replacement criteria
08-359	35	Meets City replacement criteria
07-195	31	Meets City replacement criteria
06-802	24	Meets City replacement criteria

FISCAL IMPACT

RFQ 01-3053

The total cost of three Ford F350's including tax and options is \$85,842.14. Funding is included in the FY2015/16 Auto Replacement Budget for \$85,842.14 and a budget adjustment in the amount of \$3,433.00 is included for the remaining balance needed to outfit the truck.

NJPA Contract

The total cost of two John Deere tractors with loaders including tax is \$78,359.59. Funding is included in the FY2015/16 Auto Replacement budget.

The total cost of one Ford Explorer truck including tax and options is \$31,856.95. Funding is included in the FY2015/16 Auto Replacement Budget for \$27,000.00 and a budget adjustment in the amount of \$5,000.00 is included to pay for the remaining balance needed to purchase the truck.

The total cost of one side loader collection truck including tax is \$291,276.77. Funding is included in the FY2015/16 Auto Replacement Budget.

The total cost of three front loader collection trucks including tax is \$859,261.28. Funding is included in the FY2015/16 Auto Replacement Budget.

RFQ 01-3030

The total cost of one F250 truck including tax and options is \$33,599.84. Funding is included in the FY2015/16 Auto Replacement Budget.

National IPA

The total cost of the Toro Workman HDX utility cart including tax is \$23,720.90. Funding is included in the FY2015/16 Auto Replacement Budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The purchase of vehicles does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Peter Brevik, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5585

Budget Adjustment 1

Ordinance No. 5586

Budget Adjustment 2

Vehicle Replacement Justification Form

ORDINANCE NO. 5585

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2015-16, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for vehicle replacement per request of the Purchasing Department, as listed on the attached Request for Budget Adjustment in the amount of \$3,433.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Brian Castelluccio/Genna Martin

DEPARTMENT/DIVISION*: Parks, Recreation & Libraries/Open Space

FISCAL YEAR/EFFECTIVE DATE*: FY2015-16

PROPOSED COUNCIL DATE (if applicable): 11/04/2015

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
3,433	03322	6000	502			Vehicle Replacement (Unit #06-263/Item #65)
\$ 3,433	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
3,433			502			Auto Replacement Fund
\$ 3,433	TOTAL					

FINANCE USE	Approved:	Comments:
	<i>[Signature]</i> 10/7/2015	
	BUDGET MANAGER/DESIGNEE	DATE

Justification for Budget Adjustment*:

The PR&L Department has a pick-up 4x4 truck that was approved for replacement in the FY2015-16 Approved Annual Budget (Open Space & Tree Maintenance Division/Org Key 08551). This vehicle (Unit #06-263/Item #65) was originally budgeted for replacement at \$37,200. The purchasing process determined the actual amount needed for replacement is \$40,633, which is \$3,433 higher than originally anticipated. The department is requesting this additional spending authority to purchase the vehicle. Sufficient funds have accumulated on this vehicle to cover this adjustment.

Approved:	Approved:
<i>[Signature]</i>	
REQUESTING DEPARTMENT HEAD / DESIGNEE	CITY MANAGER
DATE	DATE

ORDINANCE NO. 5586

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2015-16, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for vehicle replacement per request of the Purchasing Department, as listed on the attached Request for Budget Adjustment in the amount of \$5,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: [A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

REQUESTER*: Brian Castelluccio/Genna Martin

DEPARTMENT/DIVISION*: Parks, Recreation & Libraries/Open Space

FISCAL YEAR/EFFECTIVE DATE*: FY2015-16

PROPOSED COUNCIL DATE (if applicable): 11/04/2015

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY*	OBJECT*		PROJECT	ACTIVITY	
5,000	03322	6000	502			Vehicle Replacement (Unit #07-250/Item #66)
\$ 5,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY	OBJECT		PROJECT	ACTIVITY	
5,000			502			Auto Replacement Fund Balance (FL-100)
\$ 5,000	TOTAL					

FINANCE USE	Approved:	Comments:
	 BUDGET MANAGER/DESIGNEE	10/7/2015 DATE

Justification for Budget Adjustment*:

The PR&L Department has a SUV 4x4 that was approved for replacement in the FY2015-16 Approved Annual Budget (Open Space & Tree Maintenance Division/Org Key 08551). This vehicle (Unit #07-250/Item #66) was originally budgeted for replacement at \$27,000. The purchasing process determined the actual amount needed for replacement is \$32,000, which is \$5,000 higher than originally anticipated. The department is requesting this additional spending authority to purchase the vehicle. Sufficient funds have accumulated in the Automotive Replacement Fund (FL-100) to cover this adjustment.

Approved:	Approved:
REQUESTING DEPARTMENT HEAD / DESIGNEE	CITY MANAGER
DATE	DATE



COUNCIL COMMUNICATION

CC #: 7232

File #: 0704

Title: Playground Equipment and Installation - Service Agreement

Contact: Peter Brevik 774-5724 pbrevik@roseville.ca.us

Meeting Date: 11/4/2015

Item #: 7.2.

RECOMMENDATION TO COUNCIL

Authorize award of a service agreement with Landscape Structures, Inc. for playground equipment and installation services at Hillsborough Park. The total cost of the agreement including materials, tax, labor and freight is \$261,948.98. In addition, adopt a resolution authorizing the City Manager to sign the attached service agreement; and authorize the Parks, Recreation and Libraries Director or designee to approve change order requests in an amount not to exceed 10% of the contract price.

BACKGROUND

The Parks, Recreation & Libraries Department has outlined play areas that are in need of replacement. While all play structures meet safety codes and requirements, updates/replacements are necessary to ensure overall compliance and to enhance the visitors' park experience. A detailed evaluation of all play structures was conducted several years ago and priority was established based on overall condition, code compliance/needs, volume of use and age. The Hillsborough Park Playground has been identified as one of the next play areas to be addressed.

The City will be piggybacking on a competitively bid contract that was awarded to Landscape Structures, Inc. by the Houston-Galveston Area Council (H-GAC) PR11-14. The contract is active through 10/31/16 and allows for optional renewal years based on mutual acceptance.

During the course of a construction project, it is common to encounter unanticipated or changed conditions which necessitate additions or other changes to the project and the contract. Due to the complexity of this project the Parks, Recreation and Libraries Director or designee request authorization to approve change order requests in an amount not to exceed 10% of the contract price.

FISCAL IMPACT

The total cost of the agreement is \$261,948.98. The replacement project was approved through the Capital Improvement Program and funding is included in the Park and Recreation Department's FY2015/16 General CIP Rehab budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Playground equipment does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Peter Brevik, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 15-482

Service Agreement

RESOLUTION NO. 15-482

APPROVING A SERVICE AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE
AND LANDSCAPE STRUCTURES, INC. AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement regarding the playground equipment and installation at
Hillsborough Park project, by and between the City of Roseville and Landscape Structures, Inc.,
has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said agreement is hereby approved and that the City Manager is authorized to execute it on
behalf of the City of Roseville; and

BE IT FURTHER RESOLVED that the Director of Parks, Recreation & Libraries shall
be authorized to approve change orders for the Project, consistent with the contract terms,
provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract
price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

**SERVICE AGREEMENT
CONSTRUCTION**

SERVICE AGREEMENT

No: **S1604322**

SERVICE LOCATION: CITY OF ROSEVILLE
HILLSBOROUGH PARK

REQ. NO.: R1613173 DATE: 9/24/15

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Department: PARK DEVELOPMENT

Contractor No.: V34742
Telephone No.: 707.538.3800 Fax: 707.538.3826
Email: tarab@rossrec.com
Contractor: LANDSCAPE STRUCTURES, INC.
ATTN: TARA BARTOSCH
601 7th STREET SOUTH
DELANO, MN 55328-8605

Acct. Code: 91022-6130/149505-45

Buyer: PETER BREVIK
Phone: 916.774.5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
*ASAP	Net 30	6/30/16	Approved by Risk Mgt.	SANDRA GRANADA

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

PROVIDE REMOVAL, EQUIPMENT AND INSTALLATION SERVICES FOR PLAYGROUND EQUIPMENT TO HILLSBOROUGH PARK IN ACCORDANCE WITH CONTRACTORS PROPOSAL 00016453 HGAC PRICING DATED 8/27/15

PLEASE CONTACT SANDRA GRANADA AT (916) 774-5246 FOR QUESTIONS REGARDING THIS CONTRACT.

NOTE: Prevailing wage laws and fair employment practices apply to this agreement. Certified payroll documents must be submitted with your invoice(s) to the City's Accounts Payable office (see item 9 of the attached provisions).

Business License No.: _____ Contractor License No.: 840892 Total Cost of Service: \$ **261,948.98**

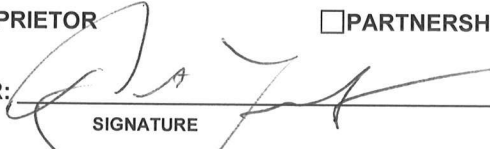
ATTENTION: Total cost of service not to exceed the above amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement Construction" and Attachment "A".

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:		Pat Faust	President
	SIGNATURE	PRINT NAME	TITLE
CONTRACTOR:		Fred Caslavka	CFO
	SIGNATURE	PRINT NAME	TITLE

CITY OF ROSEVILLE, A MUNICIPAL CORPORATION:

BY: _____
Rob Jensen, Acting City Manager

Service Agreement Construction

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances

may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

<i>City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements or if required by law.</i>
--

ATTACHMENT A

HUMAN RESOURCES/RISK MANAGEMENT DIVISION INSURANCE REQUIREMENTS – SERVICE AGREEMENT CONSTRUCTION

Required Coverage:

- General Liability: \$2,000,000 per occurrence
\$4,000,000 aggregate
Personal Injury:
\$2,000,000 per occurrence
\$4,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit
- Workers' Compensation: Statutory

- *Policies must be primary and non-contributory
- *Policies must contain a waiver of subrogation
- *A 10 day notice of cancellation must be provided
- *The policies may not contain language which prohibits additional insured or other insurers from satisfying the self-insured retention or deductible
- *All Self Insured Retentions must be listed on the certificate

Required Documentation:

- A certificate(s) of insurance listing the required coverage and naming the City of Roseville as Certificate Holder. The Certificate should be addressed to:

The City of Roseville
Insurance Compliance
P.O. Box 12010-R1, Hemet, CA 92546-8010

- Additional Insured Endorsement- General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. **Endorsement must include coverage for on-going and completed operations.** Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured
- Waiver of Subrogation Endorsements
- Primary and Non-Contributory Coverage Endorsement – CG 20 01 04 13 or an equivalent

***NOTE: statements on the certificate of insurance in lieu of the documentation required above will not be accepted.**

Questions concerning any of the above should be directed to Ebix Customer Service
Phone: 951-652-4239 /fax 770-325-5727 or email: Roseville@ebix.com

Landscape Structures Representative

Tara Bartosch

(707) 538-3800

Ross Recreation Equipment, Inc.

tarab@rossrec.com



HGAC Contract # PR11-14

ALL PURCHASE ORDERS, CONTRACTS, AND
CHECKS TO BE MADE OUT TO:

LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.

763-972-3391 800-328-0035
Fax: 763-972-3185

Prepared For:

Contact Name	Sandra Granada	Phone	(916) 774-5246
Bill To Name	Roseville, City of	Ship To Name	Hillsborough Park
Bill To	311 Vernon Street Roseville, California 95678 United States	Ship To	1001 Hillsborough Dr Roseville, 95746
Quote Number	00016453	Quote Date	8/27/2015
Opportunity Name	Hillsborough Park Play only	Quote Exp Date	11/21/2015
Quote Name	Hillsborough Park Playground design version 2-4	Est Lead Time	6-8 weeks

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Demolition	Removal and haul away of existing play structure in the 5-12 play area, and the existing swings in the swing area. Removal and haul away of existing wood fiber in the 5-12 play area and the swing area. Removal of existing Geotex Fabric (does not include removal of drain rock). **Does not include removal of the Tot Lot structure, or fiber removal**	\$18,663.00	\$18,663.00
1.00	Rentals	Temporary fence rental for 2 areas, 5-12 area and swing area. 660 Linear Feet, price includes drop-off, installation and pick-up. Rental not to exceed 6 months.	\$3,208.00	\$3,208.00
1.00	Playbooster, 5-12	Landscape Structures PlayBooster Playstructure, ages 5-12. Design 87239-2-4 includes: Firepole, Gemini SlideWinder2, Crest Climber, Seeker Climber, Star Seeker, Sunbeam Climber, Traveler Climber, Vertical Ladder (2), Barrier w/Infill Panel, Color Splash Panel, Fun Mirror Panel, Optigear Panel, Pipe Guardrail, Ring-A-Bell Panel, Xylofun Panel, Chinning Bar, Playstructure Seat, Ship Bow, Ship Flag, Ship Mast Full Sail w/Crowsnest, Ship Wheel, Stationary Cyclor Accessible, Talk Tubes, Turning Bar, Welcome Sign. Freestanding Play: OmniSpin Spinner, TopsyTurny Spinner. Non Standard Product: Steel Roof, Shrimp Boat Perforated Roof, Vertical Ascent with Porthole Panel, Wheel Panel with life preserver and wood grain graphics, Porthole Panel with ship wood grain detail, Life Preserver Panel, Bubble Panel w/Wood Grain pattern, Periscope Panel, Permalene Porthole Panels, Tower TurboTwister, Ship Bubble Panel.	\$144,613.00	\$144,613.00
1.00	Playbooster, 2-12	Landscape Structures Swings ages 2-12. Design 87239-2-4 includes the following: 5" Arch Swing Frame with 2 additional bays, Belt Seats (4), Full Bucket Seat (1), and Molded Bucket Seat (1).	\$6,835.00	\$6,835.00

Landscape Structures Representative

Tara Bartosch

(707) 538-3800

Ross Recreation Equipment, Inc.

tarab@rossrec.com

1.00	Installation	Installation of Landscape Structures Design 87239-2-4 only (5-12 area and swing area) by a factory certified installer at prevailing wage rates. Includes installation of ADA ramps into play areas (2 areas, 5-12 area and swing area) per City of Roseville Standards, and as shown in 2D of design 87239-2-4. Includes cost to reroute existing drainage in 5-12 play area and swing area only as needed to avoid footing conflict, to be determined on site during site work/construction. **Ross Recreation Installers are not signatory to a union. Proposal does not include pricing for PLA, if one is required a change order will be needed.**	\$60,066.00	\$60,066.00
1.00	Wood Fiber	Jet Mulch Wood Fiber to fill 2 play areas: 5-12 play area and swing area. 5-12 play area - requires 12" of wood fiber to fill circular play area. Total of 182 cubic yards. Swing area - requires 12" of wood fiber to fill circular play area. Total of 102 cubic yards. Total of 284 Cubic Yards.	\$6,778.00	\$6,778.00
1.00	Install-Surfacing	Installation of new Geotex Fabric for a total of 7636 square feet, for the 5-12 play area and swing area. Installation of Wood Fiber to fill 2 play areas: 5-12 play area and swing area. 5-12 play area - requires 12" of wood fiber. Total of 182 cubic yards. Swing area - requires 12" of wood fiber. Total of 102 cubic yards. Total installation of 284 cubic yards of wood fiber at prevailing wage rates. **Ross Recreation Installers are not signatory to a union. Proposal does not include pricing for PLA, if one is required a change order will be needed.**	\$8,525.00	\$8,525.00
1.00	HGAC - Ross Discount	HGAC - Ross Discount, 5% off Landscape Structures materials. PR11-14	(\$7,574.40)	(\$7,574.40)
1.00	HGAC - LSI Discount	HGAC - LSI Discount, 3% off Landscape Structures materials. PR11-14	(\$4,544.64)	(\$4,544.64)

Materials Amount	\$146,106.96
Tax Amount	\$10,958.02
Labor Total	\$90,462.00
Freight Amount	\$14,422.00
Total	\$261,948.98

Notes to Customer

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

Signature _____

Name _____

Title _____

Date _____

Revised proposal is not comprehensive per the original RFP for Hillsborough Park Playground replacement document. Ross Recreation is responsible for the scope of work outlined on this quote only.

Quote does not include scope of work to bring park amenities (sidewalks or curbs) up to either ADA or City of Roseville Standards.

Also not included in this quote is bonding,

Landscape Structures Representative

Tara Bartosch

(707) 538-3800

Ross Recreation Equipment, Inc.

tarab@rossrec.com

engineering calculations, CPSI inspections, permitting, security, or storage.

Labor is priced at prevailing wage rates. Ross Recreation is not signatory to a union, if a PLA is required a change order will be issued and is the responsibility of the customer.

Manufacturing lead time is estimated at 6 weeks, plus delivery time. Installation time frame dependent on weather conditions.

Materials pricing reflects 2015 pricing. To maintain current pricing order must be placed and shipped in calendar year 2015. Please anticipate between a 3-5% price increase in materials if order is placed in 2016.

The logo for HGACBuy, featuring the letters "HGAC" in red and "Buy" in blue, with a stylized blue swoosh under the "y".



COUNCIL COMMUNICATION

CC #: 7239

File #: 0400-04-09-1

Title: Fiddymment Ranch Phase 2 Village F9-A1 - Final Map and Subdivision Agreement

Contact: Kerry Andrews 774-5339 kandrews@roseville.ca.us

Meeting Date: 11/4/2015

Item #: 7.3.

RECOMMENDATION TO COUNCIL

Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the rights of way and easements offered thereon for dedication, but reject at this time on behalf of the public the irrevocable offer of Lot A offered thereon.

Also, adopt the attached resolution approving the Subdivision Agreement and authorize the Acting City Manager to execute the agreement on behalf of the City

BACKGROUND

The Development Services - Engineering section has reviewed the subject final map and has found that it is in conformance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This final map will be creating 60 residential lots, one public park (Lot A) and 9 lettered landscape lots.

FISCAL IMPACT

None

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

On April 16, 2014, City Council certified the Fiddymment Ranch Phase 3 Specific Plan Amendment

Final SEIR as being complete, adequate and in compliance with the California Environmental Quality Act (CEQA), made findings relating to the mitigation measures and project alternative, adopted the statement of overriding considerations for the significant unavoidable impacts identified in the EIR, and adopted a Mitigation Monitoring Program. As such, no further CEQA action is required.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution 15-479

Subdivision Agreement

Final Map

Bonds

Surety Check

RESOLUTION NO. 15-479

APPROVING A SUBDIVISION AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Subdivision Agreement for Fiddymment Ranch Phase 2 Village F-9-A1 Subdivision, by and between the City of Roseville and John Mourier Construction, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

SUBDIVISION AGREEMENT

Fiddymment Ranch Phase 2 Village F-9-A1 SUBDIVISION

THIS AGREEMENT, made and entered into this _____ day of _____,
20_____, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
John Mourier Construction, Inc. a California Corporation, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Fiddymment Ranch Phase 2 Village F-9-A1 Subdivision" (Subdivision no.
000179; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission
on the 12th day of December, 2013, and the final map of the Subdivision has been approved subject to
the execution of this Agreement; and

WHEREAS, the final map has been filed on the ___ day of _____, 20____ in Book
_____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer County
Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision
of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and
CITY relating to the improvements to be made in a subdivision, prior to the approval by the City
Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Kimley Horn and Associates, Inc., dated April 6, 2015 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before 12/31/2016, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City

Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at any time prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$2,834,233.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warrant security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a) (S) of the Government Code of the State of

California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns - Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph I, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring

within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision

shall be broadly construed.

SUBDIVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Workers' Compensation	Statutory

a. Form. SUBDIVIDER shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO")

CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. SUBDIVIDER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by SUBDIVIDER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBDIVIDER of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed

against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and All amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the

improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

20. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

John Mourier Construction, Inc.
1430 Blue Oaks Blvd., Ste. 190
Roseville, CA. 95747
ATTN: Steven A. Schnable

Either party may amend its address by giving written notice to the other.

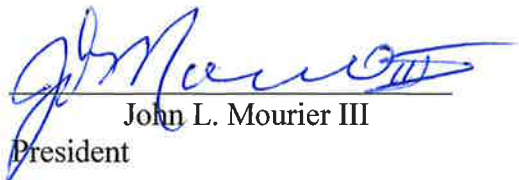
22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. __, adopted by the Council of the City of Roseville on the ____ day of _____, 20____, and SUBDIVIDER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
ROB JENSEN
Acting City Manager

John Mourier Construction, Inc.
a California Corporation

BY: 
John L. Mourier III
its: President

ATTEST:

and

BY: _____

BY: _____

its: _____

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

(NOTARIZATION REQUIRED)

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:  _____

MARC STOUT
City Engineer

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 Placer)
 On October 14, 2015 before me, Karen Headley, a notary public,
 Date Here Insert Name and Title of the Officer
 personally appeared John L. Mowrer III
 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 [Signature]
 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: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED HEREON AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF FIDDYMMENT RANCH PHASE 2 VILLAGE F-9-A1, AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

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

- A. PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS AND ABOVE GROUND APPURTENANCES FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOT(S) B, C, D, E, F, G, H, I, J AND THOSE STRIPS OF LAND CONTIGUOUS TO MAKEWAY STREET, WELLFEET DRIVE, SOUTHINGTON WAY, WEYMOTH PLACE, YARMOUTH PLACE, SOMERS STREET, WHALEY STREET, OLD SAYBROOK WAY, CRAWFORD PARKWAY AND HOLT PARKWAY SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- B. LOT(S) B, C, D, E, F, G, H, I AND J AND MAKEWAY STREET, WELLFEET DRIVE, SOUTHINGTON WAY, WEYMOTH PLACE, YARMOUTH PLACE, SOMERS STREET, WHALEY STREET, OLD SAYBROOK WAY, CRAWFORD PARKWAY AND HOLT PARKWAY (INCLUDING THE IMPROVEMENTS THEREON) AS PUBLIC RIGHT-OF-WAY AS SHOWN HEREON.

- C. IRREVOCABLY OFFERED IN FEE, LOT A, TO THE CITY OF ROSEVILLE AS A PUBLIC PARK.

JOHN MOURIER CONSTRUCTION, INC., A CALIFORNIA CORPORATION

BY: _____

NAME: _____

TITLE: _____

NOTARY'S STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERFIES ONLY THE INDENTITY 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 _____)
COUNTY OF _____)
ON _____, BEFORE ME, _____
NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT 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 ENITITY 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 _____
NOTARY PUBLIC, STATE OF _____

PRINT NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION NO. _____

MY COMMISSION EXPIRES _____

FINAL MAP OF
FIDDYMMENT RANCH PHASE 2
VILLAGE F-9-A1
SUBDIVISION NO. SUB-000179
BEING A SUBDIVISION OF LOT 6 OF THE CERTAIN FINAL MAP ENTITLED
"FIDDYMMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED FOR RECORD IN BOOK
DD OF MAPS, AT PAGE 9, PLACER COUNTY RECORDS.
SEC. 13, T. 11 N, R. 5 E, M.D.B. & M.
A PORTION OF THE NW QUARTER OF SECTION 18, T. 11 N, R. 6 E., M.D.B. & M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

OCTOBER 2015



CITY ENGINEER'S STATEMENT

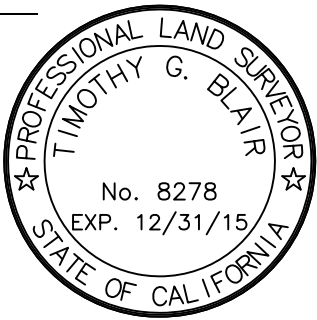
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMMENT RANCH PHASE 2 VILLAGE F-9-A1 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

MARC STOUT DATE
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2016

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMMENT RANCH PHASE 2 VILLAGE F-9-A1 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR, P.L.S. 8278 DATE
EXPIRATION DATE: 12/31/2015



SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMMENT RANCH PHASE 2 VILLAGE F-9-A1 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 KIMLEY-HORN AND ASSOCIATES IN JANUARY 2014. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY DECEMBER 31, 2016 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MORROW SURVEYING, INC.

MATT D. MORROW
P.L.S. 8501 EXP. 12/31/2015

DATE



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF FIDDYMMENT RANCH PHASE 2 VILLAGE F-9-A1, AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE RIGHTS OF WAY AND EASEMENTS OFFERED HEREON, BUT HAS REJECTED AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, THE IRREVOCABLE OFFER OF DEDICATION OF LOT A OFFERED HEREON FOR DEDICATION, IN ACCORDANCE WITH THE TERMS OF THAT OFFER.

DATE CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2015, AT _____ M. O'CLOCK IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER.

RECORDED AT THE REQUEST OF MORROW SURVEYING, INC.

FEE: \$ _____ DOCUMENT NO.: _____

BY: _____ BY: _____
JIM McCAULEY DEPUTY RECORDER
COUNTY RECORDER
COUNTY OF PLACER

BENEFICIARY STATEMENT

GBD FIDDYMMENT LANDS, LP, A WASHINGTON LIMITED PARTNERSHIP, BENEFICIARY UNDER THE DEEDS OF TRUST RECORDED JULY 29, 2015 WITHIN DOCUMENT NO. 2015-0065816 AND DOCUMENT NO. 2015-0065817, PLACER COUNTY OFFICIAL RECORDS, PLACER COUNTY, CALIFORNIA.

GBD FIDDYMMENT LANDS, LP, A WASHINGTON LIMITED PARTNERSHIP

BY: _____

PRINT NAME: _____

TITLE: _____

NOTARY'S STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERFIES ONLY THE INDENTITY 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 _____)
COUNTY OF _____)
ON _____, BEFORE ME, _____
NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT 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 ENITITY 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

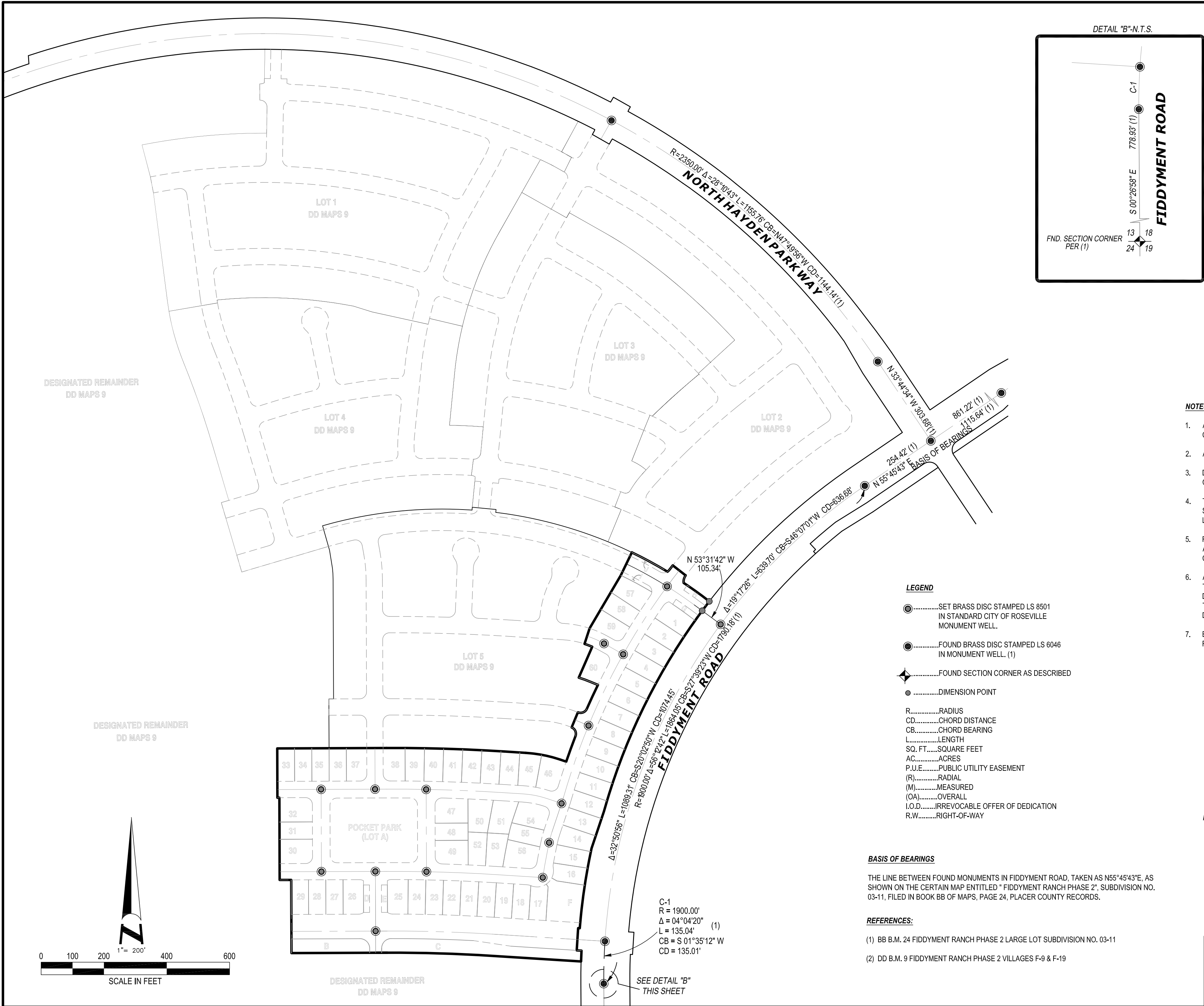
SIGNATURE _____
NOTARY PUBLIC, STATE OF _____

PRINT NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION NO. _____

MY COMMISSION EXPIRES _____



- NOTES**
- ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR.
 - ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
 - DUE TO ROUNDING THE SOME OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
 - TOTAL AREA FOR THIS "FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE F-9-A1" SUBDIVISION IS 18.15± ACRES GROSS. THIS MAP IS CREATING 60 RESIDENTIAL LOTS, 9 LETTERED LOTS AND 1 PARK LOT (LETTER A).
 - REAR LOT CORNERS SHALL BE MARKED WITH CAPPED LS 8501 5/8" REBAR. FRONT AND SIDE LOT LINES SHALL BE PROJECTED AND MARKED ON BACK OF SIDEWALK WITH CHISEL MARK 4 INCHES LONG AND 1/4" DEEP.
 - A GEOTECHNICAL ENGINEERING REPORT (WKA NO. 5877.09) DATED 10/06/2005 FOR THE FIDDYMENT RANCH II AND III INFRASTRUCTURE IMPROVEMENTS AND RESIDENTIAL DEVELOPMENT, WAS DONE BY WALLACE KUHLM & ASSOCIATES, INC. AND IS ON FILE AT THE CITY OF ROSEVILLE DEVELOPMENT SERVICES DEPARTMENT-ENGINEERING DIVISION.
 - EXISTING I.O.D.'S PER DD BM 9 ARE (CONTAINED OR LIE) WITHIN THE STREET RIGHT-OF-WAY DELINEATED ON THIS MAP, AND THEREFOR ARE NOT SHOWN HEREON.

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-9-A1
SUBDIVISION NO. SUB-000179
BEING A SUBDIVISION OF LOT 6 OF THE CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED FOR RECORD IN BOOK DD OF MAPS, AT PAGE 9, PLACER COUNTY RECORDS.
SEC. 13, T. 11 N, R. 5 E, M.D.B. & M.
A PORTION OF THE NW QUARTER OF SECTION 18, T. 11 N, R. 6 E., M.D.B. & M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

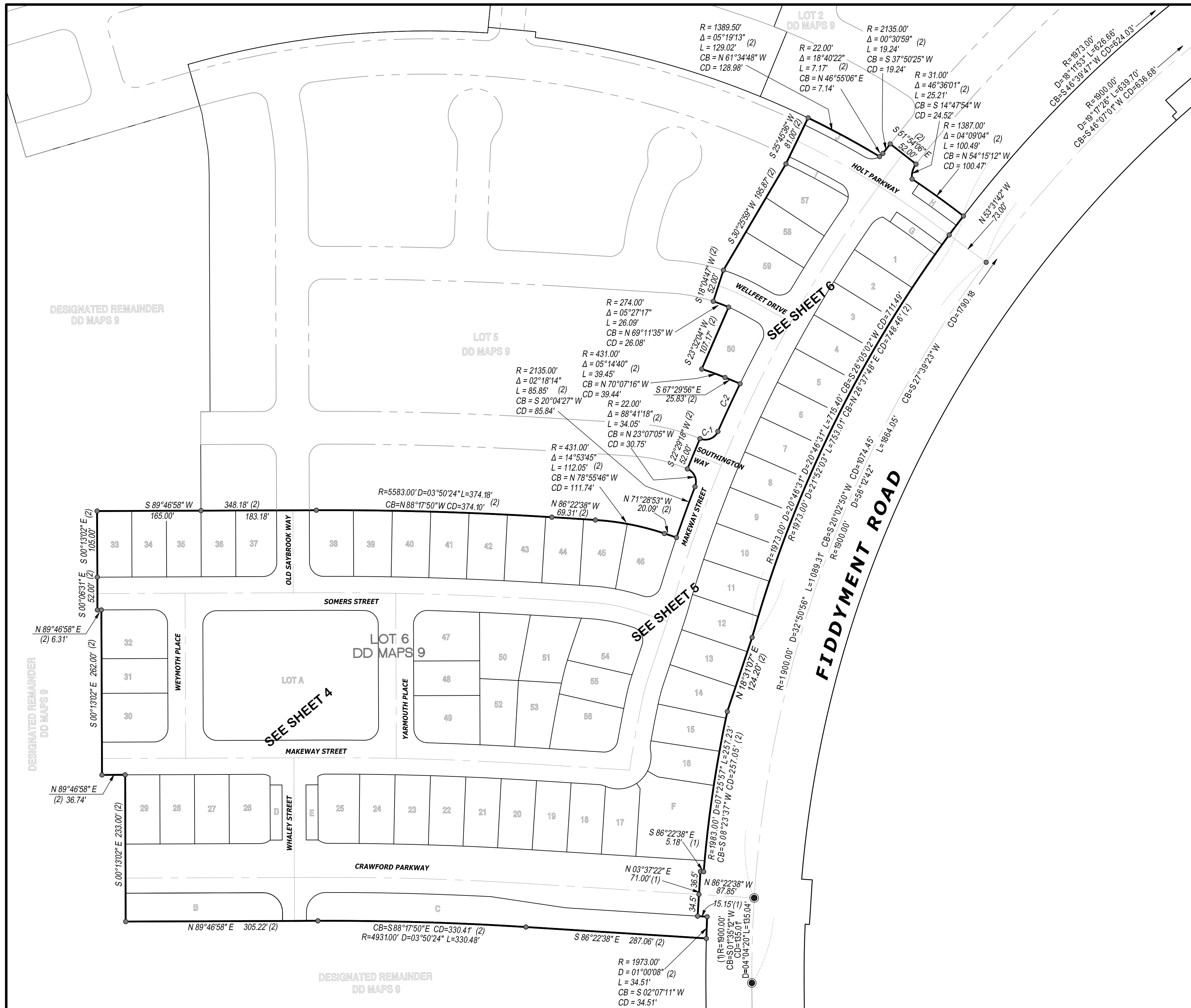
1" = 200' **OCTOBER 2015**

Sheet 2 of 7



Morrow
Surveying
LAND SURVEYORS

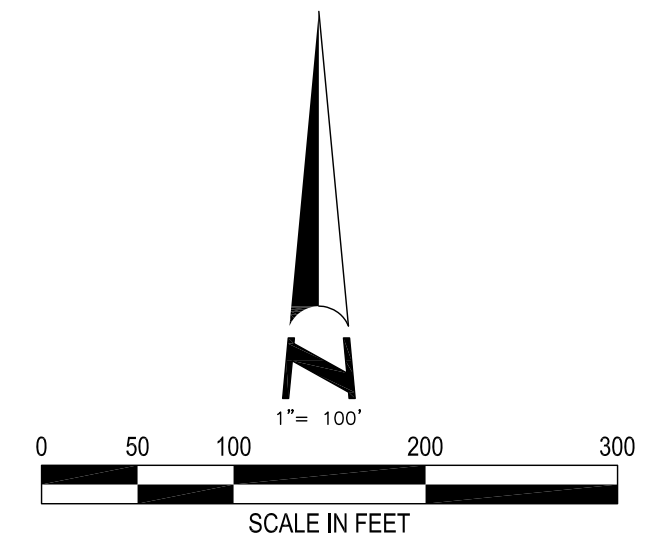
1255 Starboard Dr.
West Sacramento, CA 95691
916-372-8124
916-372-8535fax



SEE SHEET 2 FOR LEGEND & NOTES

REFERENCES:

- (1) BB B.M. 24 FIDDYMENT RANCH PHASE 2 LARGE LOT SUBDIVISION NO. 03-11
- (2) DD B.M. 9 FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19



CURVE TABLE-THIS SHEET ONLY					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING AND DISTANCE	
C-1(2)	22.00'	88°43'08"	34.07'	N 68°08'09" E	30.76'
C-2(2)	2135.00'	02°14'33"	83.56'	S 24°53'52" W	83.56'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2

VILLAGE F-9-A1

SUBDIVISION NO. SUB-000179
BEING A SUBDIVISION OF LOT 6 OF THE CERTAIN FINAL MAP ENTITLED "FIDDYDENT
RANCH PHASE 2 VILLAGES F-9 & F-19", FILED FOR RECORD IN BOOK DD OF MAPS, AT
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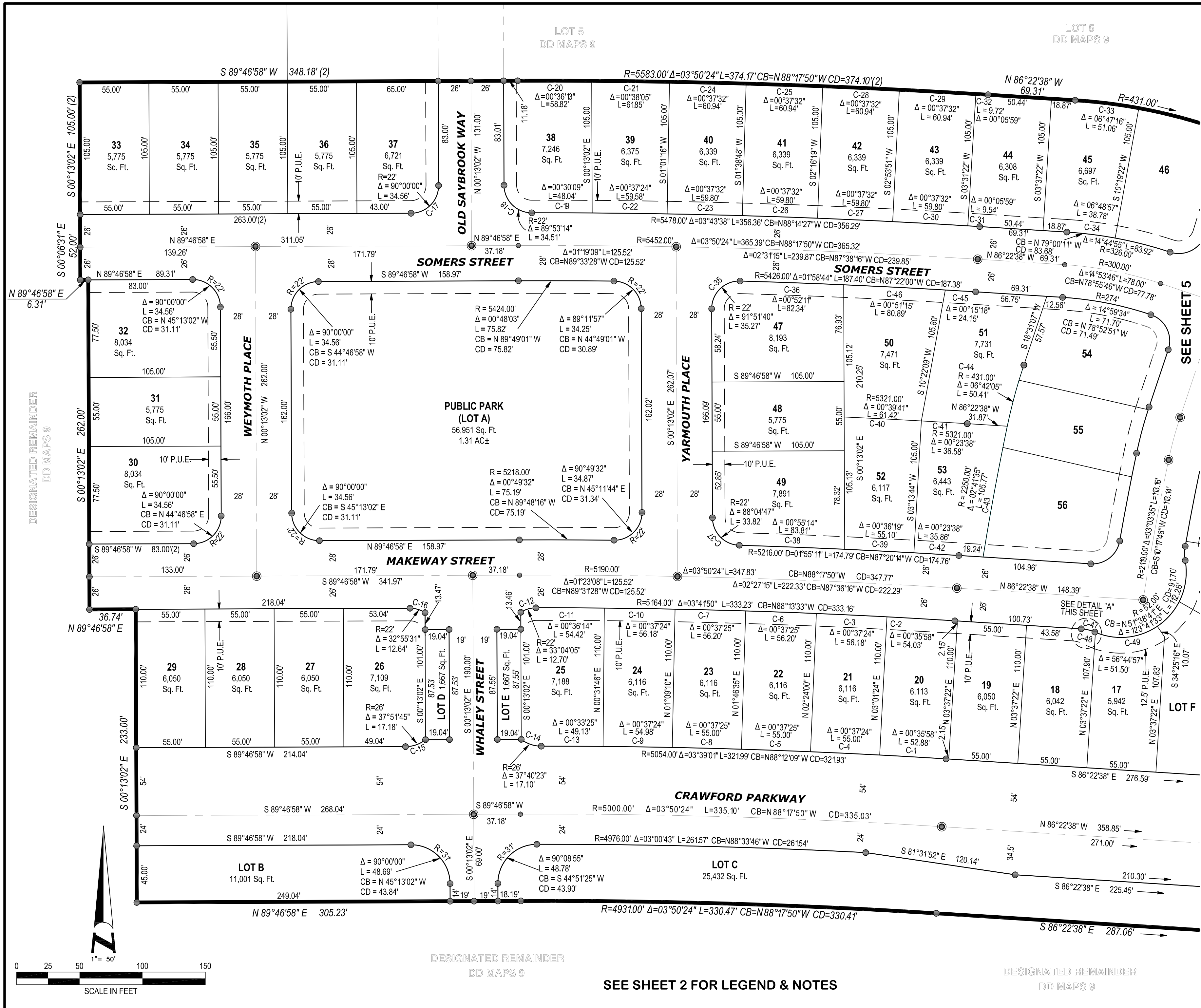
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

1" = 100' OCTOBER 2015

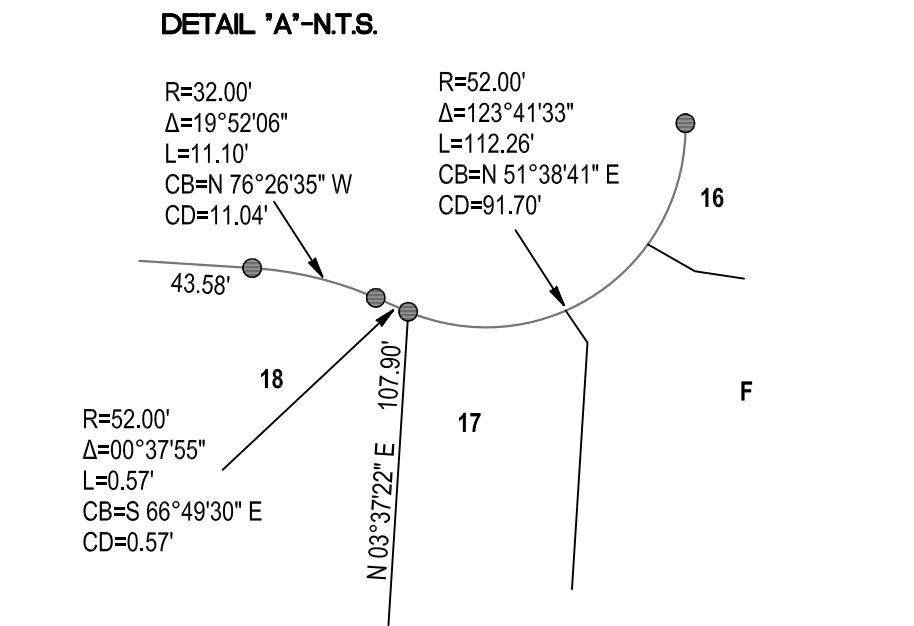
Sheet 3 of 7



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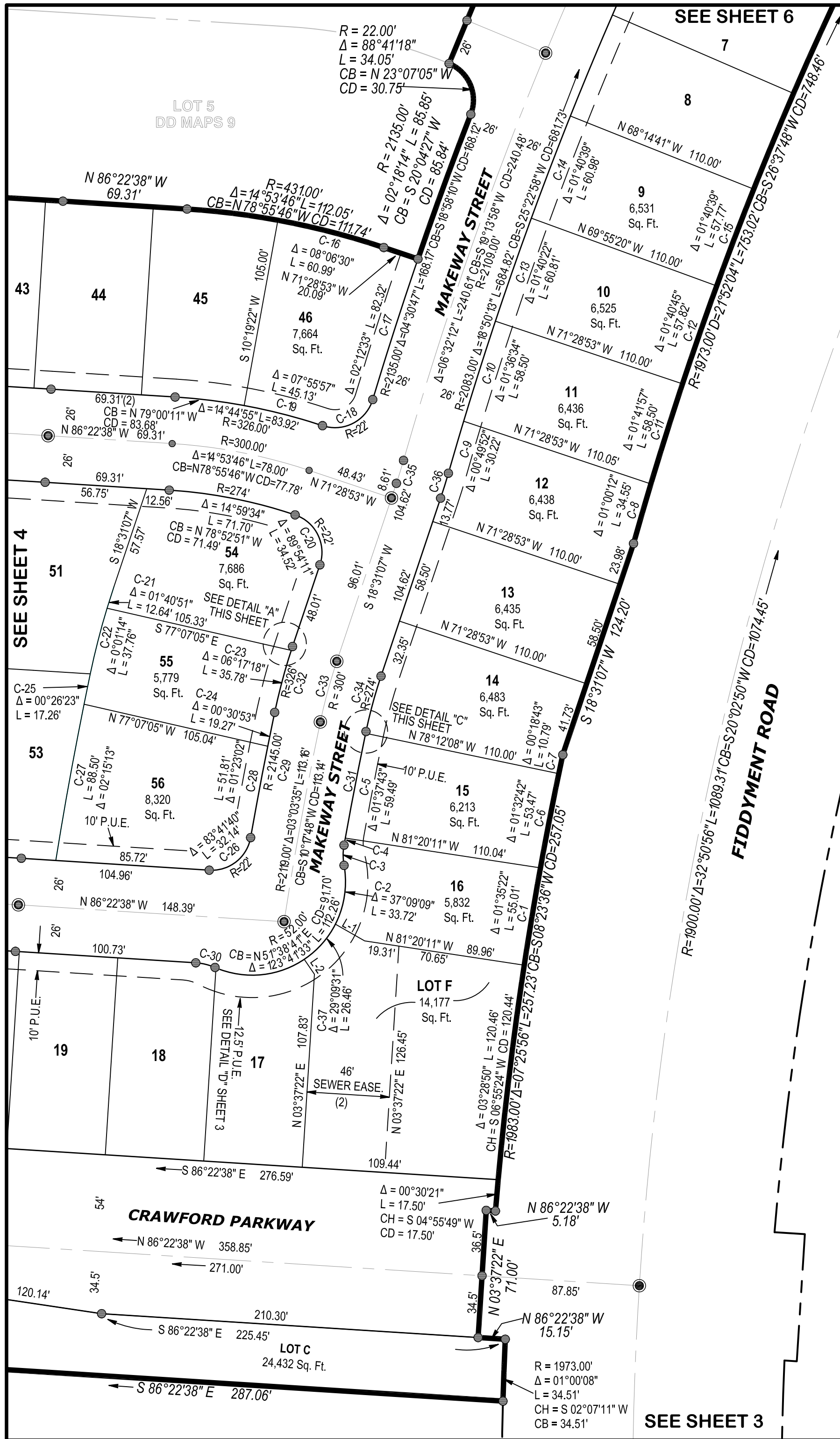
CURVE TABLE-THIS SHEET ONLY			
CURVE	RADIUS	CHORD BEARING AND DISTANCE	
C-1	5054.00'	N 86°40'37" W 52.85'	
C-2	5164.00'	N 86°40'37" W 54.00'	
C-3	5164.00'	N 87°17'18" W 56.20'	
C-4	5054.00'	N 87°17'18" W 54.98'	
C-5	5054.00'	N 87°54'43" W 55.00'	
C-6	5164.00'	N 87°54'43" W 56.20'	
C-7	5164.00'	N 88°32'07" W 56.20'	
C-8	5054.00'	N 88°32'07" W 55.00'	
C-9	5054.00'	N 89°09'32" W 54.98'	
C-10	5164.00'	N 89°09'32" W 56.18'	
C-11	5164.00'	N 89°46'21" W 54.42'	
C-12	22.00'	S 73°23'29" W 12.52'	
C-13	5054.00'	N 89°44'57" W 49.13'	
C-14	26.00'	S 71°11'27" E 16.79'	
C-15	26.00'	N 70°51'05" E 16.87'	
C-16	22.00'	N 73°45'17" W 12.47'	
C-17	22.00'	N 44°46'58" E 31.11'	
C-18	22.00'	S 45°09'39" E 31.08'	
C-19	5478.00'	N 89°51'12" W 48.04'	
C-20	5583.00'	N 89°54'56" W 58.82'	
C-21	5583.00'	N 89°17'47" W 61.85'	
C-22	5478.00'	N 89°17'26" W 59.58'	
C-23	5478.00'	N 88°39'58" W 59.80'	
C-24	5583.00'	N 88°39'58" W 60.94'	
C-25	5583.00'	N 88°02'27" W 60.94'	
C-26	5478.00'	N 88°02'27" W 59.80'	
C-27	5478.00'	N 87°24'55" W 59.80'	
C-28	5583.00'	N 87°24'55" W 60.94'	
C-29	5583.00'	N 86°47'23" W 60.94'	
C-30	5478.00'	N 86°47'23" W 59.80'	
C-31	5478.00'	N 86°25'38" W 9.54'	
C-32	5583.00'	N 86°25'38" W 9.72'	
C-33	431.00'	N 82°59'01" W 51.03'	
C-34	326.00'	N 82°58'10" W 38.76'	
C-35	22.00'	S 45°42'48" W 31.61'	
C-36	5426.00'	N 87°55'17" W 82.34'	
C-37	22.00'	S 44°15'26" E 30.59'	
C-38	5216.00'	N 87°50'13" W 83.81'	
C-39	5216.00'	N 87°04'26" W 55.10'	
C-40	5321.00'	N 87°06'07" W 61.42'	
C-41	5321.00'	N 86°34'27" W 36.58'	
C-42	5216.00'	N 86°34'27" W 35.86'	
C-43	2250.00'	S 10°28'41" W 105.76'	
C-44	431.00'	S 15°10'05" W 50.38'	
C-45	5426.00'	N 86°30'17" W 24.15'	
C-46	5426.00'	N 87°03'34" W 80.89'	
C-47	32.00'	N 76°26'35" W 11.04'	
C-48	52.00'	S 66°49'30" E 0.57'	
C-49	52.00'	N 84°29'04" E 49.42'	



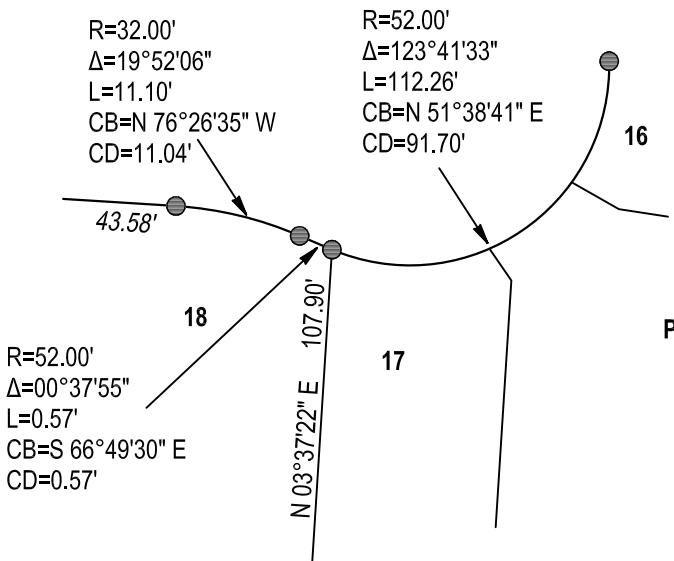
FINAL MAP OF
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VILLAGE F-9-A1
SUBDIVISION NO. SUB-000179
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CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

Morrow Surveying
LAND SURVEYORS

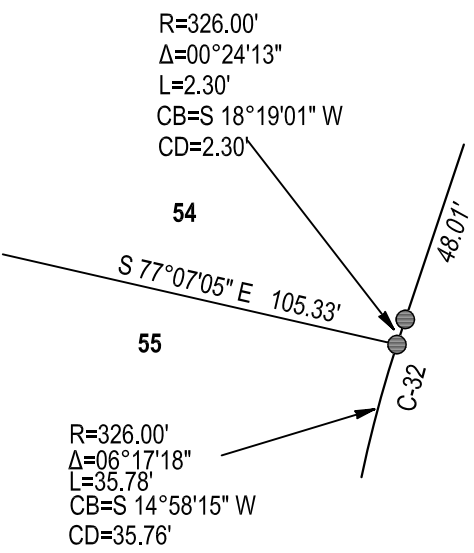
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916-372-8124
916-372-8535fax



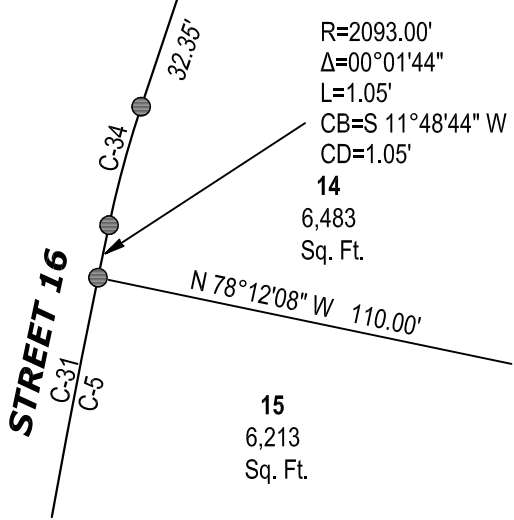
DETAIL 'B'-N.T.S.



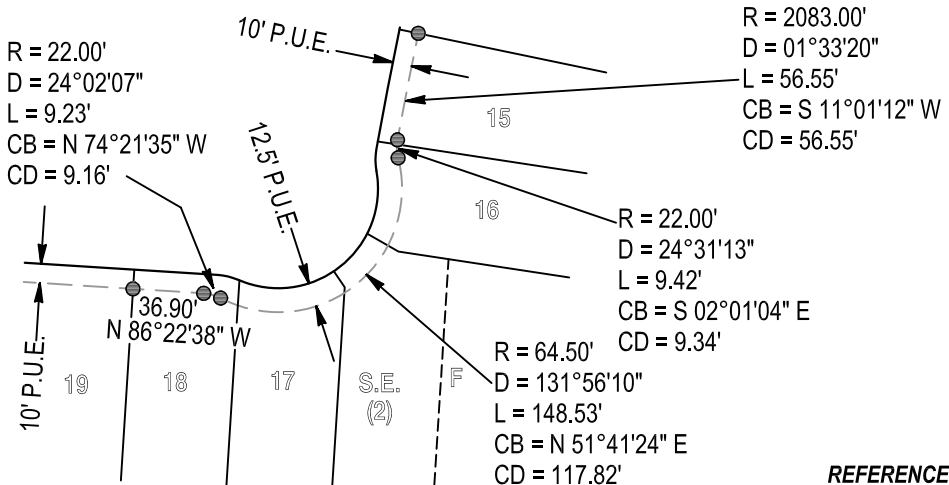
DETAIL 'A'-N.T.S.



DETAIL 'C'-N.T.S.



DETAIL 'D'-N.T.S.



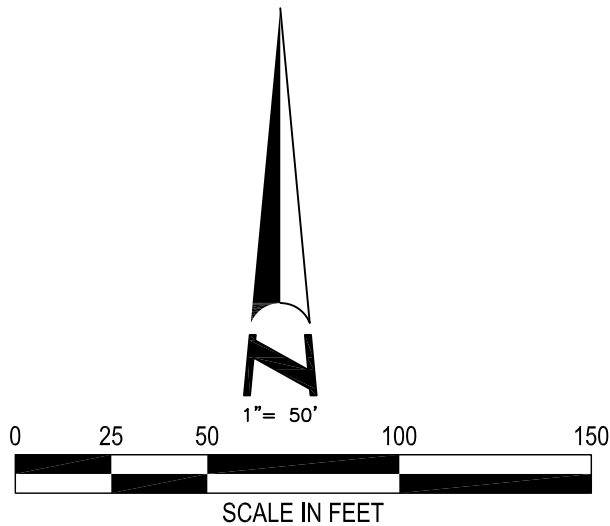
REFERENCES:

- (1) BB B.M. 24 FIDDYMENT RANCH PHASE 2 LARGE LOT SUBDIVISION NO. 03-11
(2) DD B.M. 9 FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19

SEE SHEET 2 FOR LEGEND & NOTES

CURVE TABLE-THIS SHEET ONLY				
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING AND DISTANCE
C-1	1983.00'			S 09°27'29\"
C-2	52.00'			N 08°22'29\"
C-3	32.00'	20°15'41\"	11.32'	S 00°04'15\"
C-4	2093.00'	00°06'34\"	3.99'	S 10°06'53\"
C-5	2093.00'			S 10°59'01\"
C-6	1983.00'			S 11°01'31\"
C-7	1983.00'			S 11°57'13\"
C-8	1973.00'			S 16°11'53\"
C-9	2083.00'			S 16°22'48\"
C-10	2083.00'			S 17°32'01\"
C-11	1973.00'			S 17°32'57\"
C-12	1973.00'			S 19°14'18\"
C-13	2083.00'			S 19°14'29\"
C-14	2083.00'			S 20°54'59\"
C-15	1973.00'			S 20°54'59\"
C-16	431.00'			N 75°34'08\"
C-17	2135.00'			N 17°49'03\"
C-18	22.00'	91°39'29\"	35.19'	N 62°32'32\"
C-19	326.00'			N 75°35'43\"
C-20	22.00'			N 26°25'58\"
C-21	431.00'			S 17°40'42\"
C-22	431.00'			S 14°19'39\"
C-23	326.00'			S 14°58'15\"
C-24	2145.00'			S 11°34'09\"
C-25	2250.00'			S 11°36'18\"
C-26	22.00'			N 51°46'31\"
C-27	2250.00'			S 10°15'30\"
C-28	2145.00'			S 10°37'12\"
C-29	2145.00'			S 10°52'39\"
C-30	32.00'	19°52'06\"	11.10'	N 76°26'35\"
C-31	2093.00'	01°46'00\"	64.54'	S 10°56'36\"
C-32	326.00'	06°41'32\"	38.08'	S 15°10'22\"
C-33	300.00'	06°41'32\"	35.04'	S 15°10'22\"
C-34	274.00'	06°41'32\"	32.00'	S 15°10'22\"
C-35	300.00'	02°33'15\"	13.37'	N 17°14'30\"
C-36	326.00'	02°33'15\"	14.53'	N 17°14'30\"
C-37	52.00'			N 41°31'49\"

LINE TABLE-THIS SHEET ONLY	
LINE	BEARING AND DISTANCE
L-1	S 60°17'31\"
L-2	S 34°25'16\"



FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-9-A1
SUBDIVISION NO. SUB-000179
BEING A SUBDIVISION OF LOT 6 OF THE CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED FOR RECORD IN BOOK DD OF MAPS, AT PAGE 9, PLACER COUNTY RECORDS.
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A PORTION OF THE NW QUARTER OF SECTION 18, T. 11 N. R. 6 E., M.D.B. & M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA
1"=50' OCTOBER 2015



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916-372-8124
916-372-8535fax



CURVE TABLE-THIS SHEET ONLY					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING AND DISTANCE	
C-1	1973.00'			S 22° 35' 39" W	57.76'
C-2	2083.00'			S 22° 35' 39" W	60.98'
C-3	2083.00'			S 24° 16' 18" W	60.98'
C-4	1973.00'			S 24° 16' 18" W	57.76'
C-5	1973.00'			S 25° 56' 57" W	57.76'
C-6	2083.00'			S 25° 56' 57" W	60.98'
C-7	2083.00'			S 27° 37' 36" W	60.98'
C-8	1973.00'			S 27° 37' 36" W	57.76'
C-9	1973.00'			S 29° 18' 15" W	57.76'
C-10	2083.00'			S 29° 18' 15" W	60.98'
C-11	2083.00'			S 30° 58' 54" W	60.98'
C-12	1973.00'			S 30° 58' 54" W	57.76'
C-13	1973.00'			S 32° 39' 33" W	57.76'
C-14	2083.00'			S 32° 39' 33" W	60.98'
C-15	2083.00'			S 34° 08' 59" W	47.38'
C-16	1311.00'	00° 36' 40"	13.98'	N 56° 15' 42" W	13.98'
C-17	31.00'			S 55° 41' 18" W	22.10'
C-18	1311.00'			N 54° 01' 39" W	88.25'
C-19	1973.00'			S 34° 25' 37" W	63.99'
C-20	1330.00'			N 54° 44' 32" W	56.35'
C-21	1973.00'	00° 33' 49"	19.41'	S 35° 38' 17" W	19.41'
C-22	1973.00'	00° 33' 07"	19.01'	S 36° 11' 45" W	19.00'
C-23	1973.00'	00° 33' 06"	19.00'	S 36° 44' 51" W	19.00'
C-24	1973.00'	00° 32' 26"	18.62'	S 37° 17' 37" W	18.62'
C-25	1387.00'	03° 36' 26"	87.32'	N 53° 58' 52" W	87.31'
C-26	1368.00'	02° 15' 23"	53.88'	N 54° 39' 24" W	53.87'
C-27	1387.00'	00° 32' 38"	13.17'	N 56° 03' 25" W	13.17'
C-28	22.00'	82° 40' 58"	31.75'	N 78° 55' 24" E	29.06'
C-29	22.00'	64° 00' 36"	24.58'	N 88° 15' 35" E	23.32'
C-30	1377.00'			N 61° 59' 16" W	108.24'
C-31	1321.00'			N 62° 13' 08" W	93.18'
C-32	1308.50'			N 61° 46' 58" W	112.20'
C-33	22.00'	30° 15' 13"	11.62'	N 19° 46' 59" E	11.48'
C-34	22.00'	64° 51' 14"	24.90'	N 27° 46' 14" W	23.59'
C-35	22.00'	95° 06' 27"	36.52'	N 12° 38' 38" W	32.47'
C-36	2135.00'			S 34° 05' 22" W	61.13'
C-37	2135.00'			S 32° 27' 51" W	60.00'
C-38	2135.00'			S 31° 08' 51" W	38.13'
C-39	22.00'	88° 43' 30"	34.07'	N 74° 59' 54" E	30.76'
C-40	326.00'			N 66° 16' 47" W	64.08'
C-41	274.00'	11° 16' 51"	53.95'	N 66° 16' 47" W	53.86'
C-42	274.00'			N 63° 33' 09" W	27.85'
C-43	22.00'	88° 43' 30"	34.07'	N 16° 16' 37" W	30.76'
C-44	2135.00'			S 27° 03' 08" W	77.00'
C-45	1349.00'			N 61° 05' 16" W	148.36'
C-46	1349.00'			N 55° 43' 55" W	103.74'
C-47	2109.00'			S 37° 13' 51" W	63.87'
C-48	300.00'			N 66° 16' 47" W	58.97'

LINE TABLE-THIS SHEET ONLY	
LINE	BEARING AND DISTANCE
L-1	N 34° 12' 54" E 19.00'
L-2	S 34° 02' 37" W 19.00'

- REFERENCES:
- (1) BB B.M. 24 FIDDYMONT RANCH PHASE 2 LARGE LOT SUBDIVISION NO. 03-11
 - (2) DD B.M. 9 FIDDYMONT RANCH PHASE 2 VILLAGES F-9 & F-19

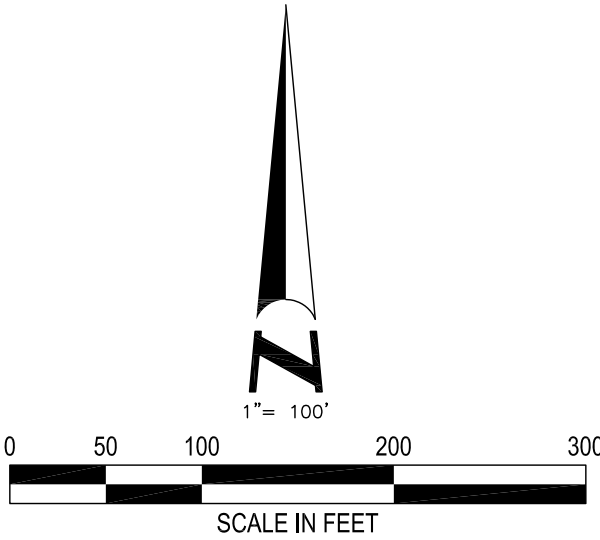
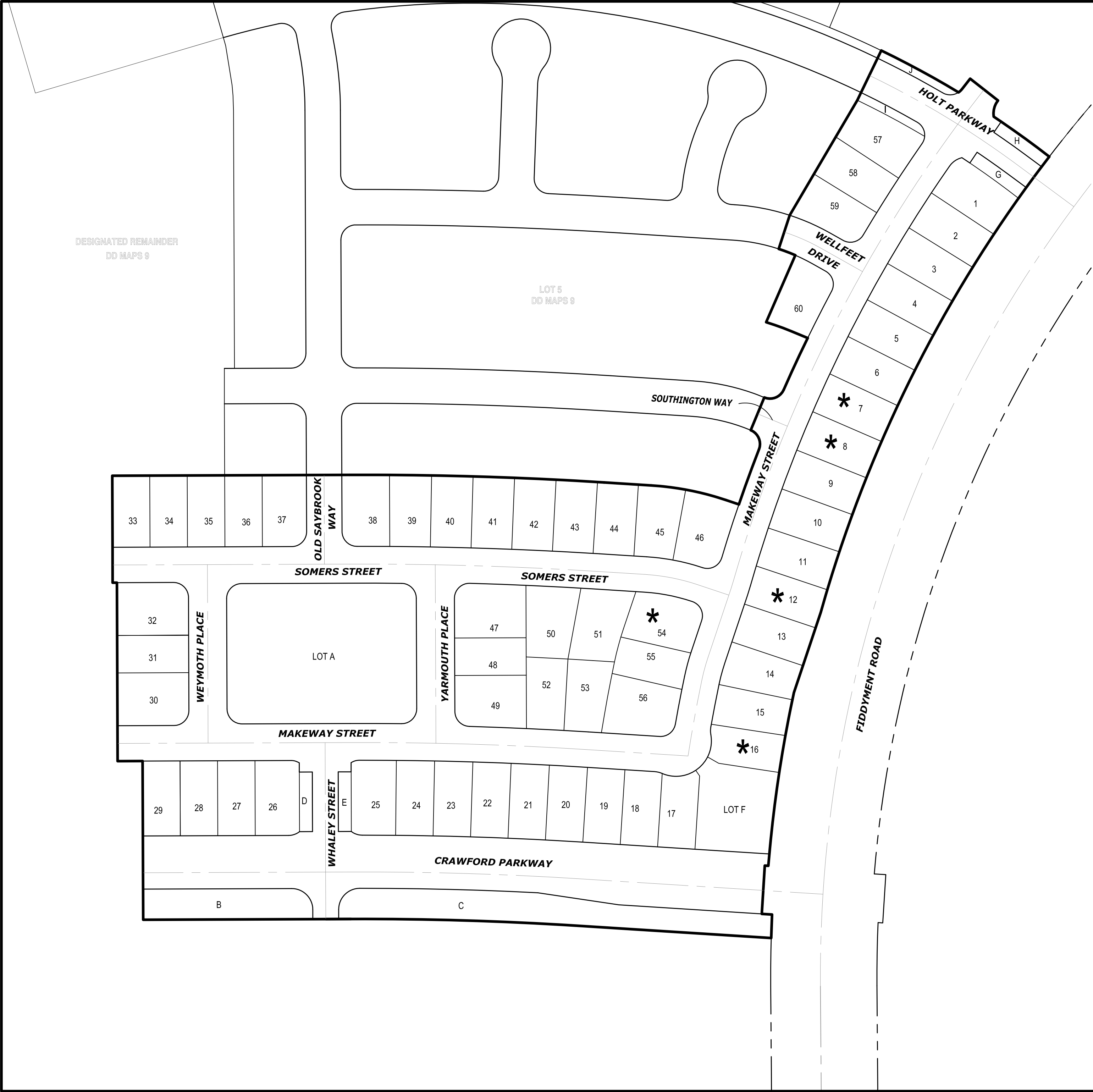
SEE SHEET 2 FOR LEGEND & NOTES

FINAL MAP OF
FIDDYMONT RANCH PHASE 2
VILLAGE F-9-A1
SUBDIVISION NO. SUB-000179
BEING A SUBDIVISION OF LOT 6 OF THE CERTAIN FINAL MAP ENTITLED "FIDDYMONT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED FOR RECORD IN BOOK DD OF MAPS, AT PAGE 9, PLACER COUNTY RECORDS.
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SEE SHEET 2 FOR LEGEND & NOTES



SEE SHEET 2 FOR LEGEND & NOTES

ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSES ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VLAVE FOR ANY REASON WHATSOEVER.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-9-A1
SUBDIVISION NO. SUB-000179
BEING A SUBDIVISION OF LOT 6 OF THE CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED FOR RECORD IN BOOK DD OF MAPS, AT PAGE 9, PLACER COUNTY RECORDS.
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CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

1" = 100' OCTOBER 2015

Sheet 7 of 7



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West Sacramento, CA 95691
916-372-8124
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COUNCIL COMMUNICATION

CC #: 7243

File #: 0600

Title: Occupational Health Medical Services - Permanente Agreement

Contact: Dave Rawe 774-5207 drawe@roseville.ca.us

Meeting Date: 11/4/2015

Item #: 7.4.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council adopt a resolution to enter into a five year agreement for Occupational Health Medical Services with The Permanente Medical Group and authorize the Acting City Manager to execute said agreement.

BACKGROUND

In June of 2015 the City solicited proposals from qualified facilities experienced in the area of occupational medicine. These services include fitness for duty examinations, treatment of injuries covered by the City's self-insured workers' compensation program, pre-employment physicals, wellness examination and services, as well as drug and alcohol testing, as needed. The Permanente Medical Group, Kaiser On-the-Job, presented an impressive proposal of services offered, as well as a competitive rate structure.

Staff toured the Kaiser On-the-Job facility in Roseville and was very impressed with the services that would be available. Contracting with Kaiser will give employees a second option when treating for an occupational injury.

Based on the tour of the facility and a review of the proposal, it is recommended that a five year contract with the Permanente Group be approved.

FISCAL IMPACT

The Permanente Medical Groups attached proposal reflects the cost of the comprehensive services to be provided. The contracted amount is not expected to exceed \$75,000 for the plan year between the two providers and has been budgeted in the 2015/2016 Human Resources/Risk Management budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created by this action.

ENVIRONMENTAL REVIEW

Securing medical services are not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully Submitted,

David Rawe, Risk Manager

Gayle Satchwell, Human Resources Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution 15-487

The Permanente Medical Group Contract

Exhibit B to The Permanente Medical Group Contract

RESOLUTION NO. 15-487

APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR OCCUPATIONAL HEALTH SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE PERMANENTE MEDICAL GROUP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for occupational health services, by and between the City of Roseville and The Permanente Medical Group, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**PROFESSIONAL SERVICES AGREEMENT
FOR OCCUPATIONAL HEALTH SERVICES**

THIS AGREEMENT is made and entered into this 4th day of November, 2015, by and between the City of Roseville, a municipal corporation ("CITY"), and The Permanente Medical Group, Inc., a California corporation ("PROVIDER"); and

W I T N E S S E T H:

WHEREAS, CITY finds it necessary to provide certain medical services to job applicants and employees, including, but not limited to, pre-employment physical examinations, workers' compensation occupational health services, respiratory protection program services, fitness for duty exams, blood-borne pathogen program services, drug and alcohol abuse program services, and police and fire department specialized testing; and

WHEREAS, in response to CITY's Request for Proposal dated June 5, 2015 ("the RFP"), PROVIDER has submitted a Proposal to CITY dated June 16, 2015 ("the Proposal"), attached hereto as Exhibit "B," to provide the scope of services attached hereto as Exhibit "A." Both Exhibits "A" and "B" are incorporated herein by this reference.

WHEREAS, PROVIDER is willing to provide all other services requested in the RFP and outlined in the Proposal.

NOW, THEREFORE, the parties agree as follows:

1. Services. PROVIDER agrees to perform all services as outlined in Exhibits "A" and "B" including, but not limited to, workers' compensation occupational health services, respiratory protection program services, fitness for duty exams, blood-borne pathogen program services, drug and alcohol abuse program services, and police and fire department specialized testing ("Medical Services") as more specifically provided in Exhibits "A" and "B."

2. Compensation. PROVIDER shall be compensated as provided in the fee schedule as set forth in the Proposal. Once each month, PROVIDER shall bill CITY for all Medical Services performed during the prior month. Each invoice shall show the employee's name, and for each employee, the date of exam, name of treating medical professional, the tests or procedures performed, the cost of each such test or procedure, a subtotal of cost for each employee, and a total cost for the month. CITY shall pay such invoices within thirty (30) calendar days of receipt, provided the services specified in the invoices have been satisfactorily completed.

Workers' compensation treatment shall be paid at rates not to exceed the California Relative Value Studies – Official Medical Fee Schedule (latest edition). After each office visit PROVIDER shall bill CITY's workers' compensation administrator directly for all workers' compensation treatment performed during the visit. Each invoice shall show the employee's name, dates of treatment, name of the treating physician, the tests or procedures performed, the cost of each such test or procedure, and a total cost for the visit. Subject to applicable workers' compensation laws, CITY shall cause its workers' compensation administrator to pay such invoices within thirty (30) days of receipt. CITY's workers' compensation administrator shall be billed.

3. Indemnification. To the fullest extent allowed by law, PROVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description that may be asserted by any person or entity arising out of negligent acts or willful misconduct of PROVIDER in connection with this Agreement, but excluding: (1) liabilities due to CITY's sole negligence or willful misconduct or (2) any liability arising as a result of an employment-related dispute (including but not limited to a lawsuit by an employee of CITY for employment discrimination based on results of PROVIDER's services, a lawsuit by an employee of CITY alleging breach of an employment statute or regulation, etc.). The parties intend that this provision shall be broadly construed.

PROVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. PROVIDER agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$5,000,000 each occurrence \$10,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate

Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. PROVIDER shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. PROVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of PROVIDER. The additional insured coverage under the PROVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. PROVIDER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. PROVIDER agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, PROVIDER shall require its subcontractors to agree to be bound to PROVIDER and CITY in the same manner and to the same extent as PROVIDER is bound to CITY under this Agreement. Additionally, PROVIDER shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. Notwithstanding any provision of this Agreement, including but not limited to those contained in this Section 4, PROVIDER, in lieu of any insurance requirements contained herein, may fulfill such insurance obligations through its alternative risk management programs, including self-insurance, and CITY consents to such self-insurance and agrees that, in such case, PROVIDER cannot provide endorsements or report deductibles, or self-insured retentions, or other requirements that are inconsistent with a program

of self-insurance. CITY also agrees that PROVIDER's fulfillment of the insurance requirements through alternate risk management programs shall not constitute a breach of this Agreement.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve PROVIDER of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours and upon reasonable prior notice, to PROVIDER's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

6. Time is of the Essence. PROVIDER acknowledges that CITY requires timely provision of Medical Services and that any failure to provide timely Medical Service may result in harm, both financial and bodily, to CITY and its employees. Therefore, time is of the essence of this Agreement.

7. Compliance with Laws. PROVIDER shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. PROVIDER agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

9. Governing Agreement. The provisions of this Agreement, RFP and the Proposal are intended to be read together. In the event of any conflict, the provisions of this Agreement shall govern over those of the RFP, and the RFP shall govern over the Proposal. In the event of any conflict between this Agreement and its Exhibits, the provisions of this Agreement shall

govern. In the event of any conflict between any of the Exhibits, the provisions of the first in order of attachment shall govern.

10. Assignment. PROVIDER is employed to perform unique personal services. PROVIDER shall not assign this Agreement without the prior written consent of CITY. PROVIDER shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

11. Independent Contractor. PROVIDER shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement. Except as provided in this Agreement, PROVIDER shall retain the right to exercise its professional judgment and control over the manner in which it renders Medical Services.

12. Representations and Warranties. PROVIDER warrants and certifies that it has the time, ability and professional expertise necessary to perform the Medical Services hereunder in a professional, efficient, trustworthy and businesslike manner. PROVIDER warrants and certifies that neither it nor any of its officers, agents, or employees has any personal or financial interest, which would conflict with or interfere with the provision of Medical Services to CITY pursuant to this Agreement.

PROVIDER further warrants that it has not employed or retained any company or person, other than a bona fide employee working for PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without

liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, PROVIDER hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by PROVIDER in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit "A" and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by PROVIDER is, and shall remain, the property of CITY.

PROVIDER shall execute any documents necessary to effectuate such assignment. In the event that PROVIDER uses, employs, designates, or retains any person or entity who is not an employee of PROVIDER, to perform any work required of it pursuant to this Agreement, PROVIDER shall require said person or entity to execute an agreement containing the preceding paragraph.

Notwithstanding the foregoing, this Section 14 shall not apply to medical records and any medical record created or modified by PROVIDER in connection with its provision of

services hereunder shall not be considered Material created or delivered by PROVIDER in the performance of this Agreement. PROVIDER shall retain all rights and title to such medical records.

15. Term. The term of this Agreement shall be for five (5) years from the date of execution of this Agreement.

16. Termination of Agreement. CITY may terminate this Agreement without cause by giving PROVIDER thirty (30) days advance written notice from the City Manager. PROVIDER may terminate this Agreement without cause by giving CITY sixty (60) days advance written notice. In the event of termination through no fault of PROVIDER, CITY shall compensate PROVIDER for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

17. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

19. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

20. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

David Rawe, Risk Manager
City of Roseville
311 Vernon Street
Roseville, CA 95678

PROVIDER

Ann Conover
Occupational Health Account Management
Kaiser Foundation Health Plan, Inc.
Kaiser On-the-Job
7200 Redwood Blvd., Suite 222
Novato, CA 94945

Either party may amend its address for notice by giving notice to the other party in writing.

21. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and PROVIDER has caused this Agreement to be executed.

[Signatures Next Page]

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
Acting City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
GAYLE SATCHWELL
Human Resources Director

THE PERMANENTE MEDICAL GROUP,
INC., a California corporation

BY: 
GERARD BAJADA
Vice President of Financial Services

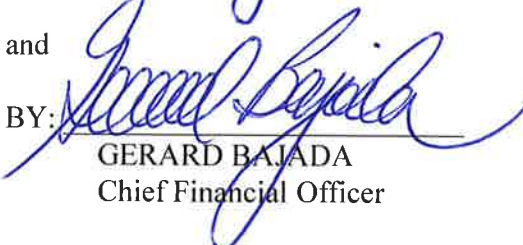
and
BY: 
GERARD BAJADA
Chief Financial Officer

Exhibit "A"

SCOPE OF SERVICES

The Provider shall provide the medical services outlined below:

Pre-Employment Physicals

Provider may be required to provide post-offer pre-employment medical examinations. The City anticipates approximately 200 pre-employment physicals/drug screens will be performed annually.

Workers' Compensation Occupational Health Services

Provider shall provide medical care and management of the injured worker, communication with the City and Workers' Compensation Third Party Administrator (TPA), with the goal of returning the injured worker to the work place as soon as possible. Provider shall work with the City and TPA to select a panel of general practitioners, specialists, hospitals, and emergency treatment facilities to which injured employees should be referred as necessary.

The City reserves the right to approve, disapprove or select any and all service providers, primary medical treatment facilities, physicians, counselors, etc., in accordance with State of California law.

Provider will be responsible for completion and submission of all forms and work status reports to the City and TPA as required by the State of California.

Provider shall maintain contact with the TPA to ensure that employees receive timely and proper medical treatment and are returned to full or modified employment at the earliest possible date.

Provider shall ensure that reports and required paperwork are submitted in a timely manner.

Provider shall ensure that medical bills are billed according to the Relative Value Schedule (RVS) and recommended rates established by the Administrative Director of Workers' Compensation for the State of California.

The City of Roseville currently has a total one hundred and fifty-one (151) open workers' compensation claims.

Respiratory Protection Program

Provider may be required to provide medical services in accordance with the City's Respiratory Protection Program. The City's program requires that employees who are either required to wear respirators or who choose to wear an APR voluntarily pass a medical exam before being permitted to wear a respirator on the job. Employees are not

permitted to wear respirators until a physician has determined that they are medically able to do so.

Provider is responsible for providing medical evaluations that include review and evaluation of a confidential medical questionnaire and follow-up medical examinations as required by the program standard, and/or as deemed necessary by the physician. Provider will issue clearance reports to the City.

Fitness for Duty Exams

Provider may be required to conduct fitness for duty exams as requested by the City and provide reports as to employee work status based on that exam.

Blood-borne Pathogen Program

Provider may be required to provide vaccinations and treatment in accordance with the City's Blood-borne Pathogen Program.

Drug and Alcohol Abuse Program

Provider may be required to provide substance abuse testing and reporting in accordance with the City's Drug and Alcohol Abuse Policy which includes pre-employment testing, DMV physical examinations for commercial drivers; random drug and alcohol testing; last chance agreement follow-up testing; post-accident testing; reasonable suspicion testing. All testing and reporting will comply with the requirements of the Omnibus Transportation Testing Act (OTTA) of 1991.

Police Department Testing

Provider shall provide specialty exam services for City's Police Department as requested to include, but not limited to, FBI and Bomb Tech Testing physicals; Lead testing; titers; lipid panels for Physical Fitness Program.

Fire Department Testing

Provider shall provide specialty exam services for City's Fire Department to include, but not limited to, Hazardous Material testing (baseline and annual); respiratory protection program testing; blood borne pathogen testing; annual physicals& labs/radiology, DMV physicals. The Fire Department conducts approximately fifty (50) to a hundred (100) annual hazardous material tests per year. Fire Department requires electronic submission of claims (bills) in a flat file format such as a csv, txt, etc.

EXHIBIT “B”



ORIGINAL

**Response to:
City of Roseville**

For

**REQUEST FOR PROPOSALS
OCCUPATIONAL HEALTH SERVICES**

July 7, 2015

Submitted By:
Kaiser Permanente
Ann Conover, Account Manager
Kaiser On-the-Job®
7200 Redwood Blvd. Ste 222
Novato, CA 94945
Office: 415-893-4038
Cell: 707-303-0670
Ann.Conover@kp.org



KAISER PERMANENTE®

June 16, 2015

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

Dear City Clerk:

Thank you for allowing Kaiser Permanente the opportunity to respond to the City of Roseville's Request for Proposal for Occupational Health Services.

We have been pleased to provide group health care to the City of Roseville since 1974. Kaiser Permanente is uniquely positioned as a totally integrated health care system. Approximately 64% of your employees are Kaiser Permanente members. As such, using our electronic health record, HealthConnect®, and with proper HIPAA authorization, our physicians can access a majority of your employees' relevant medical information, allowing our physicians to potentially identify conditions that could negatively impact your employees'/applicants' ability to safely perform their jobs. Proper and early identification leads to lower health care costs for the City of Roseville, and potentially minimizes your Workers' Compensation risks and costs, while leading to improved health and productivity of your workforce.

Kaiser Permanente includes Kaiser Foundation Health Plan, Inc. (KFHP), Kaiser Foundation Hospitals (KFH), and the Permanente Medical Groups, who contract exclusively with KFHP. Kaiser Permanente's occupational health program is offered through the Kaiser On-the-Job® business line. Employers contract with the Permanente Medical Groups for professional occupational health care services. Any authorized hospital services are provided by KFH. Permanente Medical Groups are for-profit partnerships or professional corporations of physicians. The full responsibility for providing and arranging the medical care necessary to satisfy our contracts with groups and individuals is assumed in the different regions by Permanente Medical Groups.

We hope you will find our reply informative and responsive to your questions. Kaiser Permanente is enthusiastic about the opportunity to work directly with you and your Management Team to provide occupational health and safety services specific to your workplace as well as Workers' Compensation medical services in partnership with the City and the City's designated TPA.

Based on the RFP Kaiser Permanente understands the project to include the following pre and post-employment medical services:

- Pre-employment medical examinations -with drug screens
- Injury Care
- Respirator Clearance and follow up examinations as necessary
- Spirometry
- DMV Physical Examinations
- DOT Drug Screen (random and post-accident)
- POST examinations
- FBI and Bomb Tech Testing Physicals and lab testing
- Vaccinations to include Blood Borne Pathogen requirements
- Audiometry (baseline an hearing conservation test comparison annually)
- Firefighter Department Examinations (baseline and annual)
- Hazmat testing (baseline and annual)
- Flu Shots



KAISER PERMANENTE®

- Fitness for Duty Examinations

Our Kaiser On-the-Job® Roseville facility is located only minutes away from The City of Roseville and has the current staffing and appointment availability to meet the City's needs proposed within this RFP.

The City will have access to all 30 dedicated occupational health centers in Northern California to accommodate your applicants and employees including two other centers within a 30 mile radius of the City of Roseville.

We are confident that our Kaiser On-the-Job® staff and facilities will meet the high quality and medical excellence standards that The City of Roseville is seeking to find with their medical provider partner.

Please let me know if I can provide you with additional information. We appreciate your time and consideration and look forward to hearing from you.

Sincerely,

Ann Conover, Account Manager
Occupational Health Account Management
Kaiser Foundation Health Plan, Inc.
Kaiser On-the-Job®
7200 Redwood Blvd. Ste 220
Novato, CA. 94945
Office: 415-893-4038
Cell: 707-303-0670
Ann.Conover@kp.org



Firm's Qualifications - Describe your firm and provide a statement of your firm's qualifications for performing the requested services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-providers, if any. Identify any sub-providers you propose to utilize to supplement your firm's staff. Include the firm's organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.

Kaiser Permanente has been providing a broad range of workers' compensation medical care and occupational health and safety services to employers, unions, health and welfare trust funds, and insurers for more than 15 years. We're one of the largest providers of occupational health services in California, with an extensive employer base that includes employer groups of all sizes, including (1) private businesses and (2) public sector clients, such as municipalities and state and federal government departments.

Our occupational health service, known as Kaiser On-the-Job®, offers an important opportunity to introduce and extend our high-quality, wholly-integrated medical delivery system to current employers and prospective employer groups.

There are many factors that make Kaiser On-the-Job® effective in keeping total costs down, while providing quality care that gets employees back to work faster. They include:

- Experience in providing evidence-based care
- Caregivers are evaluated on quality, not volume
- Caregivers specialize in work-related injuries
- Top doctors and nurses who specialize in injury care and understand return-to-work strategies
- Every Kaiser On-the-Job® center employs physicians who are board certified or board eligible in occupational health
- Every employee is assigned a case coordinator or manager who is responsible for facilitating communication and coordinating an employee's appropriate return to work
- Kaiser On-the-Job physicians coordinate the employee's entire care experience
- Most care centers are located on the campuses of our medical facilities — ensuring 24/7 access to injured or ill employees
- Our integrated system allows for quick referrals to high-quality specialists
- Support of Kaiser Permanente HealthConnect®, our electronic medical record (EMR) system helps enhance care while preventing fraud
- Doctors' notes, prescriptions, lab tests, and X-rays are all available in real time — helping caregivers make consistent, well-informed decisions
- Caregivers can access the entire medical history of employees who are Kaiser Permanente members

Employers will get the greatest benefit from using an integrated system like Kaiser On-the-Job® for their occupational health needs. Within a typical fragmented system, occupational health isn't part of the same provider organization, and that can lead to problems such as:

- Time-consuming and costly duplicate tests and procedures
- Greater opportunities for fraud
- Higher administrative costs
- More litigation, delays, and potential errors
- Uncoordinated chronic condition care and missed opportunities to spot comorbidities



We have trained and certified physicians and other health care professionals at each of our occupational health centers who are qualified and dedicated to providing high quality services to your employees.

The majority of our physicians are employees or partners of the Permanente Medical Groups. We re-credential all physicians at least every 24 months.

We offer our health care professionals a broad training program, including specialized training in pre-placement exams, both general and comprehensive, as well as the numerous types of examinations required by medical surveillance programs and regulatory requirements such as Department of Transportation/Department of Motor Vehicles (DOT/DMV).

All personnel performing audio screening are certified by the Council on Accreditation of Occupational Hearing Conservation (CAOCH); personnel performing spirometry screening (pulmonary function testing) are certified through a National Institute for Occupational Health and Safety (NIOSH)-approved spirometry course; and personnel performing breath alcohol testing are certified Breath Alcohol Technicians. Certificates are available for review upon request. In addition all personnel who perform Department of Transportation (DOT) and non-DOT urine collections have completed a training course in compliance with 49CFR, Part 40 and the Department of Transportation regulations.

We require all physicians to fulfill Continuing Medical Education (CME) requirements. We also provide specialized programs for advanced practice nursing, medical technologists, and physical/occupational therapists that help fulfill their license requirements for CME.

Occupational Health Center Level

- Chief Physicians oversee the operations and services for occupational health centers.
- Lead Physicians manage the occupational health center under the direction of the Chief Physician.
- Clinic Managers provide the day-to-day management of the occupational health centers.
- Case Managers provide utilization management and review for work-related injuries and illnesses. They help coordinate activity between the treating physician, the employer and the payer for the injured or ill worker. They may also help to facilitate return to work.
- Medical Assistant/ Certified Occupational Health Technician (MA/COHT) a healthcare assistant who performs non-invasive routine technical support services under the specific authorization, supervision, and direction of and for a licensed physician. Kaiser On-the-Job has a specialized program to certify Medical Assistants for Occupational Health. The purpose is to credential Medical Assistants for knowledge and specialization in Occupational Health know as Certified Occupational Health Technicians (COHT).

Our physicians and staff are trained to recognize trends, perform site visits and make presentations to employer groups and follow-up with Occupational Health preventative recommendations. The advanced information and communication systems available at the clinic allow the staff effectively to interact with management and employees ensuring well-coordinated service with a high level of communication.

Staff available for occupational health consultations includes board-certified occupational health physicians, certified occupational health nurses, psychologists, physical and occupational therapists, and other medical and nursing specialists. Kaiser Permanente staff can perform site visits and make preventive recommendations. For example, if an employer has excessive carpal tunnel injuries, KOJ will offer to send a physical therapist or safety specialist to perform an ergonomic evaluation of the workstations. The specialist will provide the employer with recommendations for injury prevention.



The Roseville Occupational Health Center has been identified as your primary location for services. The following are key personnel who will be your point contact:

Position	Responsibility	Quantity
Chief Physician Roseville	Provides leadership and oversees the operations and services for the occupational health center.	1
Management Team • Director • Department Manager	Provides the day-to-day management of the occupational health center.	2
Physicians	Board certified/eligible physicians who provide examinations and patient care.	6
Other Personnel	We have medical personnel such as physical therapists, registered nurses, physician assistants and medical technicians who maintain their core competency skills and are knowledgeable about recent workers' compensation legislative or regulatory changes.	11
Account Executive Manager	Responsible for account management and maintaining the ongoing relationship between City of Roseville and Kaiser Permanente Occupational Health	1



TAB B: Experience and References - Provide a summary of your firm's experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last five (5) years. Include brief descriptions of the services, dates, client names and contact persons' names, addresses and telephone numbers. Public sector references are preferred.

El Dorado County- Municipality with 1973 employees

Services provided since 2012 and Current.

360 Fair Lane
Placerville, CA 95667-4103
Contact : Megan Arevalo, HR Analyst
(530) 621-5390

We provide workers' Compensation Injury Care in partnership with their TPA and the following Occupational Health Services:

- Pre-placement physical/pre-employment physicals
- Police Officer Standard and Training (POST) exams Preplacement and Annual
- Fitness for Duty exams
- FBI and Bomb Tech examinations
- OSHA Mandated Surveillance Services
- Vaccinations -Aerosol Transmissible Diseases and Blood Borne Pathogens
- HAZMAT Examinations
- Hearing Conservation Services- Audiograms
- Respiratory Clearance
- Lead Surveillance

City of Napa- Municipality with 450 Employees

Services provided since 2012 and Current

1541 Second Street
Napa, Ca 94559-0660
Contact: Chris Piper, Safety and Health Officer
(707) 257-9366

We provide workers' Compensation Injury Care in partnership with their TPA and the following Occupational Health Services:

- Occupational Health Services:
- Pre-placement physical/pre-employment physicals
- Police Officer Standard and Training (POST) exams Preplacement and Annual
- Fire Department Pre Placement and Annual exams and vaccinations
- Fitness for Duty exams
- OSHA Mandated Surveillance Services
- Vaccinations -Aerosol Transmissible Diseases and Blood Borne Pathogens
- HAZMAT Examinations
- Hearing Conservation Services including Audiograms
- Respiratory Clearance
- Lead Surveillance
- Commercial motor vehicle driver examination



Sacramento Fire Department District- Fire Agency with 1200 Employees

Services provided since 2007 and current:

Chris Armstrong, Injury and Illness Prevention Officer
01545 Armstrong Avenue, Suite 200
Mather, CA 95655
(916) 859-4392

We provide the following Occupational Health Services:

- Pre Placement and Wellness Exams for fire department employees
- Firefighter exit exams
- HAZMAT examinations
- Vaccinations -Aerosol Transmissible Diseases and Blood Borne Pathogens
- Audiograms
- Respiratory Clearance
- Spirometry
- Commercial motor vehicle driver examinations



TAB C: Project Understanding- Based on the available information, supplemental research, field observations, and experience with similar services, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City's stated goals. Include any issues that you believe will require special consideration for this service. Also identify any unique approaches or strengths that your firm may have related to this service. City staff will assess your understanding of all aspects of the services based on the overview.

All of our medical exams and testing are compliant with Federal and State regulatory guidelines.

We have a strong organizational team that is fully trained and committed to provide physical examinations. Our team has clear responsibilities with the singular goal of satisfying your needs.

3.1 Pre-Employment Physicals

To help determine a job applicant's current limitations in relation to the essential job tasks identified by the employer we offer comprehensive pre-placement medical evaluations. Our pre-placement examinations provide valuable information to the employer to assist them in either determining an applicant's fitness to perform essential job tasks, making reasonable accommodations for safety, and in complying with the Fair Employment and Housing Act (FEHA) and the Americans with Disabilities Act (ADA). Pre-placement evaluations are also required for Occupational Safety and Health Administration (OSHA)-regulated medical surveillance.

Our typical pre-placement (post offer) exam includes:

- Occupational and medical history, including review of past injuries, illnesses, and disabling claims, especially related to musculoskeletal conditions, back and repetitive motion injury (RMI) that are directly related to essential tasks and environmental factors in the employer's job description
- Vital signs, height and weight
- Physical examination focused on job tasks, for example:
 - Musculoskeletal evaluation directed toward past problems and current job tasks
 - Focused back evaluation
 - Neck and upper extremity screening (over 10 separate assessments and maneuvers)
 - Lower extremity functional assessment
 - Vision testing (far, near, color, peripheral)
 - Hearing screen (Whisper test)
- Physician assessment and medical recommendation for applicant placement including:
 - Recommendations for accommodation
 - Recommendations for placement restrictions
 - Recommendations for further evaluation prior to final employer decision
 - Discussion of wellness issues with applicants

In addition, our Occupational Health Program offers voluntary periodic and annual medical evaluations that assist in the promotion of healthy lifestyles and timely treatment of occupational, environmental, and personal health risks. Our evaluations include:

- Health questionnaire, reviewed by a physician to assess factors influencing an employee's general health
- Occupational and medical history, including review of past injuries, illnesses, and disabling claims especially related to musculoskeletal conditions, back, and RMI
- Review of employer job descriptions, including essential tasks and environmental factors



- Vital signs, height and weight
- Physical examination including skin, eyes, ears/nose/throat, heart, lungs, abdomen, nervous system
- Musculoskeletal evaluation directed toward past problems and current job demands including:
 - Focused back evaluation
 - Neck and upper extremity screening for cumulative trauma disorders (over 10 separate assessments and maneuvers)
 - Lower extremity functional assessment
- Vision testing (far, near, color, peripheral)
- Hearing screen (Whisper test)
- Dipstick urinalysis

3.2 Workers' Compensation Occupational Health Services

With 29 facilities throughout Northern California, including 4 in the greater Sacramento area, Kaiser On-the-Job® gives your employees the flexibility to take advantage of our high-quality occupational health care.

We've been offering workers' compensation medical care since 1993. We have a broad client base, and we are the provider of choice for a wide variety of, employers, insurers, third party administrators, unions, and health and welfare trust funds.

Our occupational injury medical care is available to all of your employees, not just those employees who are Kaiser Permanente members — this care includes:

- Injury and illness medical care from our occupational health physicians and other specialists
- Physical and occupational therapy
- Case management
- Medical monitoring and modified duty evaluations
- Identification of permanent disability
- Inpatient and emergency services

In addition, our onsite ancillary services save time and make it easy for your injured employees to receive the services they need in one visit. These onsite services include:

- radiology
- laboratory
- pharmacy

Because Kaiser Permanente is an integrated system of physicians, hospitals, and ancillary services, not just a loose affiliation of physicians, we provide the continuity of care that leads to better outcomes. We're also better able to maintain control of all the health care services a patient receives throughout the life of a case, resulting in efficiencies that lower costs.

Our integrated system also makes claims administration easier with one unified bill, regardless of where your injured employees receive care.

We understand and adhere to billing requirements and accept reimbursement at the California Official Medical Fee Schedule.



Experienced, High-Quality Providers — Our occupational health centers are staffed by physicians who specialize in treating workplace injuries and illnesses and are experienced in return-to-work strategies. These physicians are supported by case managers, physical therapists, and certified occupational health technicians who work together to get your employees back to work and full productivity as quickly as possible. Injured or ill employees may also be treated by other Kaiser Permanente specialists, when medically necessary. These specialists work with our occupational health physicians and case managers to provide your employees with care that's coordinated from their first visit to their return to work. Our occupational medicine physicians will maintain as the PTP on all claims treated at Kaiser Permanente.

Our physicians and staff are accustomed to working closely with claims administrators and employers to ensure timely communication and return to work. We believe that working closely with the City of Roseville and your TPA will ensure that we meet our mutual goal of returning the injured worker to the workplace as soon as possible.

At Kaiser On-the-Job® we provide to The City and to your TPA access to all of our Occupational Health Physicians, select specialists, hospital, and emergency treatment facilities.

At Kaiser On-the-Job® we take pride in our report timeliness and customer communication. We meet or exceed all of the Division of Workers' Compensation reporting requirements, including required reporting formats and timeliness, utilization review procedures, MMI reporting and work status communication. Our physicians and professional staff are trained in new regulatory requirements and our information systems are updated to meet the requirements of those regulations.

Evidence-Based Medicine — To help ensure that your employees receive the most appropriate treatment, our physicians use the American College of Occupational and Environmental Medicine *Occupational Medicine Practice Guidelines* and DWC MTUS to evaluate and treat occupational illnesses and injuries. These consensus- and evidence-based guidelines, available to physicians at the point of care, provide essential information, step-by-step guidance, and practical aids for the diagnosis, evaluation, and management of injured workers.

Exact Quality Standards — You can be confident that The City and your injured employees receive high-quality care and service, because we have a rigorous program of certification, training, clinical review, and quality improvement that includes:

- Ongoing performance monitoring at the individual provider and department level
- Credentialing and re-credentialing of physicians and other health care professionals
- Patient satisfaction surveys
- Measurement of workers' compensation medical report quality and turnaround time
- Internal surveys and audits
- Evidenced-based practice guidelines throughout the case
- Continuing medical education programs to improve clinical skills and effectiveness
- Test audits to ensure quality and adherence to relevant regulations

Local and regional Permanente Medical Group leadership share responsibility for quality oversight and improvement, and they monitor and evaluate the quality and appropriateness of all aspects of care, including service and access, within our occupational health centers. They also identify quality assurance issues and priorities, monitor and report on clinical and provider performance, and sponsor quality improvement initiatives.

Our Account Management and Operations teams will work with The City and your TPA to address and resolve any concerns that may arise.



3.3 Respiratory Protection Program

To deliver the comprehensive care your employees need, we provide baseline and annual screenings for employees engaged in general hazardous waste operations or emergency response. These evaluations include:

- occupational and medical history, including review of systems and ability to wear personal protective equipment
- review of employer-provided information, including job descriptions (with essential tasks and environmental factors), exposure levels, personal protective equipment used, and any previous medical evaluations for hazard exposure
- vital signs, height, and weight
- physical examination emphasizing cardiovascular, respiratory, and liver function.
- musculoskeletal evaluation, including back and upper and lower extremity functional assessments
- vision testing
- hearing screen (whisper test, plus audiometry if employee wears hearing protection)
- spirometry
- dipstick urinalysis
- complete lab panel including complete blood count and Chem 20 panel (including liver function)
- brief written physician opinion based on Occupational Safety and Health Administration (OSHA) regulations, including recommended limitations

Other tests may be required if the physician identifies potential risk factors for the employee or upon the employer's request. Please note, additional tests would be paid for by the employer.

We currently provide hazardous waste and emergency response worker physical exams for cities and counties that meet all regulatory requirements. These exams provide valuable information to the employer to assist them in either determining applicants' fitness to perform essential job tasks, making reasonable accommodations for safety, or in complying with the Fair Employment and Housing Act (FEHA) and the Americans with Disabilities Act (ADA). Pre-placement evaluations are also required for OSHA-regulated medical surveillance.

3.4 Wellness Program

We can provide flu shots at our KOJ clinics; however, we are not bidding on the wellness component of this RFP.

3.5 Fitness for Duty Exams

We will evaluate an employee's ability to return to work following an absence, disability, or serious medical condition. The evaluation includes an assessment of the employee's ability to safely perform the essential tasks related to his or her current position.

The employer must provide the performance problem or request for accommodation prompting the evaluation.

Under federal and state laws, Return to Work and Fitness for Duty evaluations are restricted to job-related issues. As appropriate, the evaluations include:



- Review of job description, including essential tasks and environmental factors related to the current medical condition(s)
- Review of records
- Review of medical history and current treatment(s)
- Focused physical examination
- Written evaluation of employee's ability to return to work and need for accommodation

All information obtained from periodic evaluations is confidential. The employee will need to sign a Health Insurance Portability and Accountability Act (HIPAA) release form at the time of registration in order for us to release any medical information to the employer. HIPAA permits us to disclose certain treatment and payment information with workers' compensation payers and benefit administrators. However, disclosures to an employer of treatment or evaluation information by medical providers' will be limited by HIPAA regulations.

3.6 Blood-borne Pathogen Program

Bloodborne pathogen (BBP) exposure testing is performed through our Kaiser On-the-Job® (KOJ) clinics by trained physicians experienced in evaluating BBP exposure.

Post-exposure evaluations can also be performed during non-business hours in one of our Emergency Departments. Follow-up in these cases will be referred back to our KOJ clinic during the next business day for tracking and monitoring.

Our physicians follow current Centers for Disease Control and Prevention (CDC) recommendations for post-exposure prophylaxis (PEP) for BBP exposures. Written protocol complying with Occupational Safety & Health Administration (OSHA) standard requirements are always followed for all members who present with BBP exposure.

Immunization and Vaccination Programs

To help you meet regulatory requirements and keep your employees healthy and on the job, we offer the following immunizations at our occupational health centers or at the worksite (an additional administrative fee may apply).

- Hepatitis A
- Hepatitis B
- Influenza
- Rabies (pre-exposure)
- Tetanus/Diphtheria/Pertussis (Td/Tdap)
- Travel vaccinations (including cholera, meningococcal, and yellow fever)

We provide Hepatitis B and influenza vaccinations at no charge to employees who are Kaiser Permanente members. Our members may elect to have covered vaccinations administered at no charge through their primary care physician or local nurse clinic. Vaccines administered at the Southern California KOJ will be charged to the employer.

Hepatitis A—The Hepatitis A immunization includes a series of two injections over a 6- to 12-month period (initial, and 6 to 12 months). We recommend immunizations for employees who work in or relocate to areas where there is a high prevalence of Hepatitis A, as well as for others at risk (i.e., caretakers of the developmentally challenged, institutional workers, employees of child and day care centers, laboratory workers who handle Hepatitis A, food and animal handlers).

Hepatitis B—OSHA requires that Hepatitis B immunization be offered to all employees at risk of exposure to blood and body fluids. The immunization includes a series of three injections over a



six-month period (immediately after exposure, 1 month later, and 6 months later). Employees will also receive bloodborne pathogen training in accordance with OSHA requirements..

Tuberculosis (TB/PPD)—We offer purified protein derivative (PPD) skin tests to help control and prevent the spread of TB. We conduct two-step testing, with a second test performed approximately one week after the first. Results from both tests are read 48 to 72 hours after administration. Two-step testing enables us to obtain important baseline information that helps to differentiate in subsequent tests between positive “boosted” reactions due to past infections and positive reactions caused by new TB infections. We provide PPD tests at no charge to employees who are Kaiser Permanente members. Our members may receive a PPD test at no charge through their primary care physician or nurse clinic. PPDs administered at the Southern California KOJ are charged to the employer.

3.7 Drug and Alcohol Abuse Program

To ensure the accuracy of drug and alcohol screening of employees or potential employees, our substance abuse program is administered by a third party specializing in private and public sector substance abuse testing programs. We provide urine specimen collection services and breath alcohol testing, while Preferred Alliance provides specialty laboratory services, medical review officer (MRO) services, reporting, training, and assistance with employer policy development and record keeping requirements.

We can also act as a collection site for any laboratory you may select. We require a supply of collection kits, chain of custody forms, and information about the courier service. The turnaround time is 24 to 48 hours for an average negative result. A positive result typically takes longer because a MRO must interview the donor to determine final results.

Preferred Alliance routinely trains all staff in Chain of Custody procedures, including specimen collection and National Institute for Drug Abuse (NIDA) and non-NIDA collection requirements. In compliance with 49 CFR Part 40 and the Department of Transportation (DOT) regulations, we require all staff to complete the Preferred Alliance training course for urine drug screen collections prior to any drug screen collection. In addition, our staff is current with breath alcohol technician training and demonstrates proficiency in accordance with 49 CFR Part 40.

Breath alcohol testing is provided in all our occupational health centers. Our equipment meets DOT/DMV standards, and is on the National Highway Traffic Safety Administration's Conforming Products List for instruments that conform to the model specifications for Evidential Breath Testing Devices. The occupational health technicians who perform breath alcohol testing have all successfully completed a DOT certification course.

3.8 Police Department Testing

To help employers create and maintain a healthy workforce, our physicians, nurse practitioners, and other health care providers have been specially trained in pre-placement evaluations including the extensive medical guidelines of Peace Officer Standard & Training (POST). Our Police Officer exams meet all POST and Occupational Safety & Health Administration (OSHA) standard regulations. The POST is nationally recognized as the foremost authority in medical standards for law enforcement.

Here's a list of what's included in the Kaiser On-the Job® (KOJ) comprehensive POST medical evaluation:

- Occupational and medical history assessment, including review of past injuries and illnesses and disabling claims related to cardiovascular and musculoskeletal conditions, back injuries, and other conditions per the POST guidelines for law enforcement



- Review of local agency job requirements, including essential tasks, environmental factors, and staffing
- POST physical examination, including musculoskeletal evaluation based on past problems and current job tasks, focused back evaluation, neck and upper extremity screening, and low extremity functional assessment
- Vision testing
- Other POST-recommended exam components, including audiometry, spirometry, electrocardiogram (EKG), treadmill, urinalysis, drug testing, purified protein derivative test (PPD) for tuberculosis (TB), complete blood count test (CBC) for anemia or infection, comprehensive chemistry panel, and antibody measurements to test for hepatitis B and C
- Physician assessment and medical recommendations for placement, restrictions, or further evaluation prior to final employer decision
- Voluntary discussion of wellness issues

Additional tests and services can be added based on employer's specific needs or the recommendation of our evaluating physician.

3.9 Fire Department Testing

Our baseline and annual screenings for employees engaged in general hazardous waste operations or emergency response include:

- Occupational and medical history, including review of systems and ability to wear personal protective equipment
- Review of employer-provided information, including job descriptions (with essential tasks and environmental factors), exposure levels, personal protective equipment used, and any previous medical evaluations for hazard exposure
- Vital signs, height, and weight
- Physical examination emphasizing cardiovascular, respiratory, and liver function
- Musculoskeletal evaluation, including back and upper and lower extremity functional assessments
- Vision testing
- Hearing screen (audiometry is only required when hearing protection is worn, otherwise a Whisper test is performed)
- Spirometry (periodic surveillance evaluations require spirometry and lab panel only at physician's discretion; however, exams are required for all baseline evaluations)
- Dipstick urinalysis
- Complete lab panel including complete blood count and Chem 20 panel (including liver function)
- Brief written physician opinion based on Cal/OSHA regulations, including recommended limitations

Exercise stress testing may also be required based on the physician's evaluation of risk factors for sudden indisposition in toxic environments. Additional surveillance testing for lead, pesticides, asbestos, or other risks may be required based on employer preferences or exposure level information. We will assess respiratory function for respirator clearance prior to fit testing and training for respirator use as required by Occupational Safety and Health Administration (OSHA). The assessment includes:

- Focused occupational and medical history
- Focused physical examination
- Spirometry (periodic surveillance evaluations require spirometry at the physician's discretion, however exams are recommended for all baseline evaluations)
- Physician interpretation and written clearance



- Physician or registered nurse review of respirator questionnaire

For self-contained breathing apparatus (SCBA) certification, exercise stress testing may be required for certification, based on the physician's evaluation of risk factors for sudden indisposition in toxic environments.

We currently provide hazardous waste/emergency worker physical exams for cities and counties that meet all regulatory requirements. These exams provide valuable information to the employer to assist them in either determining applicants' fitness to perform essential job tasks, making reasonable accommodations for safety, or in complying with the Fair Employment and Housing Act (FEHA) and the Americans with Disabilities Act (ADA). Pre-placement evaluations are also required for Occupational Safety and Health Administration (OSHA)-regulated medical surveillance.



TAB D: Plan to Provide Services - Provide a detailed discussion of your firm's approach to the successful implementation of the services. Include thorough discussions of methodologies you believe are essential to accomplishing the services. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub-providers. List any necessary equipment, training or installation services required.

Once the contract and terms have been finalized the Kaiser-On-the-Job® (KOJ) Account manager will coordinate with the City's representatives to confirm service needs and expectations. The Account Manager remains in close communication with both the occupational health center and the City as an additional resource. Communication with the Workers' Compensation claims team is also an important piece of the implementation plan. KOJ will set up an injury care profile so the medical and return to work information may be communicated to the correct representatives. We do offer an orientation to the claims team if they wish this or have not worked with KOJ in the past.

The following will be scheduled as needed and initiated within -one week of contract finalization:

- Clinic tour and KOJ orientation – City department heads and key contacts are invited to meet the staff and discuss services.
- Provide referral forms and clinic contact list to City designated staff
- Account manager works with claims representative to develop injury care profile
- Meet with Claims Administrator to arrange claims training and provide KOJ orientation

Account Manager Assigned: Ann Conover

EXHIBIT A

OCCUPATIONAL HEALTH AND SAFETY SERVICES TO BE PROVIDED TO CITY OF SAN MATEO

Services will be provided to City of Roseville as follows:

Billing Code	Description of Services	Cost of Services
PREPLACEMENT EXAM (PP1)		
300388	Preplacement Physical Exam	\$65.00
PREPLACEMENT EXAM (POSTPP)		
300399	POST Physical Exam	\$95.00
92552	Audiogram, screening	\$30.00
94010	Spirometry	\$35.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
300422	PPD, two placement and two reading <i>(no charge to current KP HP members)</i>	\$30.00
85025	CBC with automated differential	\$15.00
80053	Chem Comprehensive Panel	\$35.00
86704	Titer: Hepatitis B Core Antibody, HBcAb	\$31.00
86803	Titer: Hepatitis C	\$45.00
36415	Venipuncture	\$15.00
300411	Collection for Drug Screen-Preferred Alliance – non DOT	Billed by Preferred Alliance
As Clinically Indicated:		
90746	Vaccine: Hepatitis B <i>(series of 3 injections)(no charge to current KP HP members)</i>	\$94.00/injection
86706	Titer: Hepatitis B Surface Antibody	\$31.00
90707	Vaccine: MMR injection (series of 2 injections, if indicated)	\$76.00/injection
90716	Vaccine: Varivax (chickenpox)(series of 2 injections if indicated)	\$132.00/injection
81001	Urinalysis with microscopic (if abnormal UA dipstick)	\$15.00
71010	Chest X-Ray for positive PPD (1 view)	\$55.00
71020	Chest X-Ray for positive PPD + symptoms (2 views)	\$65.00
90658	Vaccine: Influenza; flu (when seasonally available) <i>(no charge to current KP HP members)</i>	\$20.00
90715	Vaccine: Tdap (tetanus, diphtheria, pertussis)	\$63.00
86580	PPD, PLACEMENT AND READING <i>(no charge to current KP HP members)</i>	\$20.00
DMV/DOT EXAM (DMV)		

300390	DMV/DOT Physical Exam	\$115.00
RESPIRATOR MEDICAL EVALUATION- BASELINE/ ANNUAL (RESP)		
300415	Review of Respirator Questionnaire by MD/NP/RN	\$35.00
As Clinically Indicated:		
71020	Chest X-Ray (2 views)	\$65.00
300391	Respirator Physical Exam	\$60.00
93015	Cardiac Stress Test with Treadmill	\$230.00
94010	Spirometry	\$35.00
300408	Physician Consultation; each 15 minutes	\$60.00
DRUG SCREEN (DRUG)		
300411	Collection for Drug Screen-Preferred Alliance – non DOT	Billed by Preferred Alliance
As Indicated:		
82075	Breathalyzer, alcohol screen	Billed by Preferred Alliance
300421	Breathalyzer, alcohol confirmatory test (positive screen test)	Billed by Preferred Alliance
ANNUAL PPD, PLACEMENT AND READING Only		
86580	PPD, one placement and one reading (<i>no charge to current KP HP members</i>)	\$20.00
As Clinically Indicated:		
71010	Chest X-Ray for positive PPD (1 view)	\$55.00
71020	Chest X-Ray for positive PPD + symptoms (2 views)	\$65.00
300422	PPD, 2 step, 2 placements and readings (<i>no charge to current KP HP members</i>)	\$30.00
99211	Brief encounter with non-MD Provider (PPD-Review Of Symptoms Form)	\$20.00
VACCINATION ONLY		
90707	Vaccine: MMR injection (if indicated)	\$76.00/injection
90632	Vaccine: Hepatitis A (series of 2 injections)	\$96.00/injection
90716	Vaccine: Varivax (chickenpox)(if indicated)	\$132.00/injection
90746	Vaccine: Hepatitis B (<i>series of 3 injections</i>) (<i>no charge to current KP HP members</i>)	\$94.00/injection
90658	Influenza vaccine injection, as vaccine is available, (<i>no charge to current KP HP members</i>)	\$20.00
90715	Vaccine: Tdap	\$63.00
FIREFIGHTER PREPLACEMENT EXAM (FFPP)		

300398	Firefighter Physical Exam	\$95.00
92552	Audiogram, screening	\$30.00
94010	Spirometry	\$35.00
300422	PPD, 2 step, 2 placements and readings <i>(no charge to current KP HP members)</i>	\$30.00
71020	Chest X-Ray, 2 views (baseline)	\$65.00
85025	CBC with automated differential	\$15.00
80053	Chem Comprehensive Panel	\$35.00
86704	Titer: Hepatitis B Core Antibody, HBcAb	\$31.00
86803	Titer: Hepatitis C	\$45.00
36415	Venipuncture	\$15.00
93000	EKG, resting -and-	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
As Clinically Indicated:		
90746	Vaccine: Hepatitis B <i>(series of 3 injections) (no charge to current KP HP members)</i>	\$94.00/injection
90632	Vaccine: Hepatitis A (series of 2 injections)	\$96.00/injection
90707	Vaccine: MMR injection (series of 2 injections, if indicated)	\$76.00/injection
90716	Vaccine: Varivax (chickenpox)(series of 2 injections if indicated)	\$132.00/injection
90658	Vaccine: Influenza; flu (when seasonally available) <i>(no charge to current KP HP members)</i>	\$20.00
90715	Vaccine: Tdap (tetanus, diphtheria, pertussis)	\$63.00
90713	Vaccine: Polio (eiPV) if no prior vaccination	\$40.00
86580	PPD, one placement and one reading <i>(no charge to current KP HP members)</i>	\$20.00
81001	Urinalysis with microscopic (if abnormal UA dipstick)	\$15.00
FIREFIGHTER-ANNUAL OR PERIODIC (FFANN)		
300398	Firefighter Physical Exam	\$95.00
92552	Audiogram, screening	\$30.00
94010	Spirometry	\$35.00
86580	PPD, PLACEMENT AND READING <i>(no charge to current KP HP members)</i>	\$20.00
85025	CBC with automated differential	\$15.00
80053	Chem. Comprehensive Panel	\$35.00
36415	Venipuncture	\$15.00
93000	EKG Resting –AND–	\$50.00
93015	Cardiac Stress Test with Treadmill (males 45+ or females 55+ with 2 or more NFPA risk factors) -NFPA and Wellness	\$230.00
As Clinically Indicated:		
71010	Chest X-Ray for positive PPD (1 view)	\$55.00
71020	Chest X-Ray for positive PPD + symptoms (2 views) (or	\$65.00

	baseline and @ every 5 years)	
81001	Urinalysis with microscopic (if abnormal UA dipstick)	\$15.00
82274	Fecal Immunochemical Test (40+ or as clinically indicated- can be done by personal physician) - <i>NFPA and Wellness</i>	\$30.00
90746	Vaccine: Hepatitis B (series of 3 injections, if indicated or declination) (<i>no charge to current KP HP members</i>)	\$94.00/injection
90632	Vaccine: Hepatitis A (series of 2 injections)	\$96.00/injection
90713	Vaccine: Polio (eiPV) if no prior vaccination	\$40.00
90715	Vaccine: Tdap (tetanus, diphtheria, pertussis)	\$63.00
90707	Vaccine: MMR injection (series of 2 injections, if indicated)	\$76.00/injection
90716	Vaccine: Varivax (chickenpox)(series of 2 injections if indicated)	\$132.00/injection
90658	Vaccine: Influenza; flu (when seasonally available)(<i>no charge to current KP HP members</i>)	\$20.00
77057	Mammogram (40+ or as clinically indicated- can be done by personal physician) - <i>NFPA and Wellness</i>	\$145.00
86703	HIV 1 or 2 single assay (patient request) - <i>NFPA and Wellness</i>	\$53.00
HAZARDOUS MATERIALS- HAZMAT ANNUAL OR PERIODIC (HAZ2)		
300393	Hazardous Waste/Emergency Worker Physical Exam	\$85.00
92552	Audiogram, screening	\$30.00
As Clinically Indicated:		
94010	Spirometry	\$35.00
71020	Chest X-Ray, 2 views	\$65.00
93015	Cardiac Stress Test with Treadmill	\$230.00
300408	Physician Consultation; each 15 minutes	\$60.00
80053	Chem-Comprehensive Panel	\$35.00
85025	CBC with automated differential	\$15.00
36415	Venipuncture	\$15.00
FITNESS FOR DUTY/RETURN TO WORK (FFD/RTW)		
* Prior to scheduling the evaluation, the employer will need to coordinate with KOJ staff to obtain, as available, certain documentation and any medical records for review.		
300397	Fitness for Duty Physical Exam, initial	\$95.00
As Clinically Indicated:		
300408	Physician Consultation; each additional 15 minutes	\$60.00



TAB F: Required Statements/Documents - Include statements of assurance regarding the following requirements in the proposal:

- **Non-substitution for the designated members of the team without approval by City staff (Section 5.0)**

There is no specific project team identified in this Proposal.

- **The absence of a conflict of interest (Section 10.4)**

We are not aware of any conflict of interest.

- **Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (Section 10. 7). (Please note that actual certificates of insurance are not required as part of your submittal.)**

The indemnification and insurance comments are contained in the sample contract.

- **A statement that nothing contained in the submitted proposal will be proprietary. (Section 10.21)**

We agree.



Attachment A

PROPOSER'S CERTIFICATION

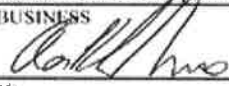
I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

The Permanente Medical Group, Inc.

NAME OF BUSINESS



SIGNATURE

Roman Kownacki, MD

Medical Director, Occupational Health Service Line - NCAL

NAME & TITLE, TYPED OR PRINTED

1800 Harrison St., 21st Floor, Oakland, CA 94612

MAILING ADDRESS

(510) 625-7175

TELEPHONE NUMBER

Roman.Kownacki@kp.org

EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

☐ State of Incorporation

☐ Partnership

☐ Limited Liability Company

TAB G: Exceptions -Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Attachment B). The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm.

3.4 Wellness Program

We can provide flu shots at our KOJ clinics; however, we are not bidding on the wellness component of this RFP.

Attachment B

Our amendments to the contract begin on the next page.

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT
FOR OCCUPATIONAL HEALTH SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____,
20____, by and between the City of Roseville, a municipal corporation ("CITY"), and The
Permanente Medical Group, Inc., a _____
("PROVIDER"); and

WITNESSETH:

WHEREAS, CITY finds it necessary to provide certain medical services to job applicants and employees, including, but not limited to, pre-employment physical examinations, workers' compensation occupational health services, respiratory protection program services, wellness program services, fitness for duty exams, blood-borne pathogen program services, drug and alcohol abuse program services, and police and fire department specialized testing; and

WHEREAS, in response to CITY's Request for Proposal dated _____
("the RFP"), PROVIDER has submitted a Proposal to CITY dated _____ ("the
Proposal"), attached hereto as Exhibit "B," to provide the scope of services attached hereto as Exhibit "A." Both Exhibits "A" and "B" are incorporated herein by this reference.-

~~WHEREAS, CITY has since separately contracted with another vendor to provide pre-employment physical examinations; and~~

WHEREAS, ~~with the exception of the pre-employment physical examinations,~~
PROVIDER is willing to provide all other services requested in the RFP and outlined in the

Proposal.

NOW, THEREFORE, the parties agree as follows:

1. Services. PROVIDER agrees to perform all services as outlined in Exhibits "A" and "B" including, but not limited to, workers' compensation occupational health services, respiratory protection program services, wellness program services, fitness for duty exams, blood-borne pathogen program services, drug and alcohol abuse program services, and police and fire department specialized testing ("Medical Services") as more specifically provided in Exhibits "A" and "B." ~~The pre-employment physical examinations referenced in Exhibits "A" and "B" are not included within the scope of this Agreement.~~

2. Compensation. PROVIDER shall be compensated as provided in the fee schedule as set forth in the Proposal. Once each month, PROVIDER shall bill CITY for all Medical Services performed during the prior month. Each invoice shall show the employee's name, and for each employee, the date of exam, name of treating medical professional, the tests or procedures performed, the cost of each such test or procedure, a subtotal of cost for each employee, and a total cost for the month. CITY shall pay such invoices within thirty (30) calendar days of receipt, provided the services specified in the invoices have been satisfactorily completed.

Workers' compensation treatment shall be paid at rates not to exceed the California Relative Value Studies -Official Medical Fee Schedule (latest edition). After each office visit PROVIDER shall bill CITY's workers' compensation administrator directly for all workers' compensation treatment performed during the visit. Each invoice shall show the employee's name, dates of treatment, name of the treating physician, the tests or procedures performed, the cost of each such test or procedure, and a total cost for the visit. Subject to applicable workers'

compensation laws, CITY shall cause its workers' compensation administrator to pay such invoices within thirty (30) days of receipt. CITY's workers' compensation administrator shall be billed.

3. Indemnification. To the fullest extent allowed by law, PROVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description that may be asserted by any person or entity arising out of negligent acts or willful misconduct of PROVIDER in connection with this Agreement, but excluding: (1) liabilities due to the brought forth, or on account of, personal injury; bodily injury of any person, including death; damage to property or to a property or personal interest; or violation of any law or regulation, where the claim, suit, demand, or action arises out of or is connected with any malpractice, act or omission by PROVIDER in providing the Medical Services required under this Agreement, except those matters arising from CITY's sole negligence or willful misconduct or (2) any liability arising as a result of an employment-related dispute (including but not limited to a lawsuit by an employee of CITY for employment discrimination based on results of PROVIDER's services, a lawsuit by an employee of CITY alleging breach of an employment statute or regulation, etc.). The parties intend that this provision shall be broadly construed.

PROVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. PROVIDER agrees to continuously maintain, in full force and

effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

Workers' Compensation

Statutory

Commercial General Liability

\$5,000,000 each occurrence
\$10,000,000 aggregate Personal Injury:
\$1,000,000 each occurrence
\$2,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

Professional Liability
(errors and omissions)

\$1,000,000 per claim
\$2,000,000 aggregate

a. Form. PROVIDER shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. PROVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of PROVIDER. The additional insured coverage under the PROVIDER'S policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01

Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. PROVIDER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. PROVIDER agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, 'including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, PROVIDER shall require its subcontractors to agree to be bound to PROVIDER and CITY in the same manner and to the same extent as PROVIDER is bound to CITY under this Agreement. Additionally, PROVIDER shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. Notwithstanding any other provision of this Agreement, including but not limited to those contained in this Section 4, PROVIDER, in lieu of any insurance requirements contained herein, may fulfill such insurance obligations through its alternative risk management programs, including self insurance, and CITY consents to such self insurance and agrees that, in such case, PROVIDER cannot provide endorsements or report deductibles, or self-insured retentions, or other requirements that are inconsistent with a program of self insurance. CITY also agrees that PROVIDER's fulfillment of the insurance requirements through alternate risk management programs shall not constitute a breach of this Agreement. ~~All self insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.~~

~~g. Waiver of Subrogation. PROVIDER hereby agrees to waive subrogation which any insurer of PROVIDER may acquire from PROVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by PROVIDER, its employees, agents and subcontractors.~~

~~h.g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve PROVIDER of liability in excess of such coverage, nor~~

shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Access to Records. Duly authorized representatives of CITY shall have right of access, during normal business hours and upon reasonable prior notice, to PROVIDER's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

6. Time is of the Essence. PROVIDER acknowledges that CITY requires timely provision of Medical Services and that any failure to provide timely Medical Service may result in harm, both financial and bodily, to CITY and its employees. Therefore, time is of the essence of this Agreement.

7. Compliance with Laws. PROVIDER shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. PROVIDER agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

9. Governing Agreement. The provisions of this Agreement, RFP and the Proposal are intended to be read together. In the event of any conflict, the provisions of this Agreement shall govern over those of the RFP, and the RFP shall govern over the Proposal. In the event of any conflict between this Agreement and its Exhibits, the provisions of this Agreement shall govern. In the event of any conflict between any of the Exhibits, the provisions of the first in order of attachment shall govern.

10. Assignment. PROVIDER is employed to perform unique personal services.

PROVIDER shall not assign this Agreement without the prior written consent of City. PROVIDER shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

11. Independent Contractor. PROVIDER shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement. Except as provided in this Agreement, PROVIDER shall retain the right to exercise its professional judgment and control over the manner in which it renders Medical Services.

12. Representations and Warranties. PROVIDER warrants and certifies that it has the time, ability and professional expertise necessary to perform the Medical Services hereunder in a professional, efficient, trustworthy and businesslike manner. PROVIDER warrants and certifies that neither it nor any of its officers, agents, or employees has any personal or financial interest, which would conflict with or interfere with the provision of Medical Services to CITY pursuant to this Agreement.

PROVIDER further warrants that it has not employed or retained any company or person, other than a bona fide employee working for PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, PROVIDER hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by PROVIDER in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by PROVIDER is, and shall remain, the property of CITY.

PROVIDER shall execute any documents necessary to effectuate such assignment. In the event that PROVIDER uses, employs, designates, or retains any person or entity who is not an employee of PROVIDER, to perform any work required of it pursuant to this Agreement, PROVIDER shall require said person or entity to execute an agreement containing the preceding paragraph.

Notwithstanding the foregoing, this Section 14 shall not apply to medical records and any medical record created or modified by PROVIDER in connection with its provision of services hereunder shall not be considered Material created or delivered by PROVIDER in the performance of this Agreement. PROVIDER shall retain all rights and title to such medical records.

15. Term. The term of this Agreement shall be for five (5) years from the date of

execution of this Agreement.

16. Termination of Agreement. The City may terminate this Agreement without cause by giving PROVIDER thirty (30) days advance written notice from the City Manager. PROVIDER may terminate this Agreement without cause by giving CITY sixty (60) days advance written notice. In the event of termination through no fault of PROVIDER, CITY shall compensate PROVIDER for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

17. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

19. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

20. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

PROVIDER

David Rawe, Risk Manager

City of Roseville

311 Vernon Street

Roseville, CA 95678

Either party may amend its address for notice by giving notice to the other party in writing.

21. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has executed this Agreement in duplicate by its City Manager and PROVIDER has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

_____, a

BY: _____
RAY KERRIDGE
City Manager

BY: _____
Its: _____

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

And

BY: _____
Its: _____

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
GAYLE SATCHWELL
Human Resources Director

Exhibit A

SCOPE OF SERVICES

The Provider shall provide the medical services outlined below:

Pre-Employment Physicals

Provider may be required to provide post-offer pre-employment medical examinations ~~in accordance with the Occu Med Medical Evaluation System (see Attachment D)~~. The City anticipates approximately 200 pre-employment physicals/drug screens will be performed annually.

Workers' Compensation Occupational Health Services

Provider shall provide medical care and management of the injured worker, communication with the City and Workers' Compensation Third Party Administrator (TPA), with the goal of returning the injured worker to the work place as soon as possible. Provider shall work with the City and TPA to select a panel of general practitioners, specialists, hospitals, and emergency treatment facilities to which injured employees should be referred as necessary.

The City reserves the right to approve, disapprove or select any and all service providers, primary medical treatment facilities, physicians, counselors, etc., in accordance with State of California law.

Provider will be responsible for completion and submission of all forms and work status reports to the City and TPA as required by the State of California.

Provider shall maintain contact with the TPA to ensure that employees receive timely and proper medical treatment and are returned to full or modified employment at the earliest possible date.

Provider shall ensure that reports and required paperwork are submitted in a timely manner.

Provider shall ensure that medical bills are billed according to the Relative Value Schedule (RVS) and recommended rates established by the Administrative Director of Workers' Compensation for the State of California.

The City of Roseville currently has a total one hundred and fifty-one (151) open workers' compensation claims.

Respiratory Protection Program

Provider may be required to provide medical services in accordance with the City's Respiratory Protection Program. The City's program requires that employees who are either required to wear respirators or who choose to wear an APR voluntarily pass a medical exam before being permitted to wear a respirator on the job. Employees are not

permitted to wear respirators until a physician has determined that they are medically able to do so.

Provider is responsible for providing medical evaluations that include review and evaluation of a confidential medical questionnaire and follow-up medical examinations as required by the program standard, and/or as deemed necessary by the physician. Provider will issue clearance reports to the City.

Wellness Program

Provider shall provide medical services to enhance the City's Wellness Program currently consisting of the following components:

- Annual flu vaccinations as requested.
- Onsite Wellness Nurse who will provide:
- One day per week onsite staffing
- Blood pressure checks
- Risk screenings to include basic lab tests and medical review
- Nutritional information
- Wellness information for distribution/posting
- Brown Bag Lunch Seminars for employees on various health topics
- Resource information in general for employees
- Equipment and supplies will be provided by the City (exam table, gloves, paper, alcohol, etc.)
- Other Wellness Program support services as requested.

Fitness for Duty Exams

Provider may be required to conduct fitness for duty exams as requested by the City and provide reports as to employee work status based on that exam. ~~Exams will be coordinated with and follow Occu-Med standards.~~

Blood-borne Pathogen Program

Provider may be required to provide vaccinations and treatment in accordance with the City's Blood-borne Pathogen Program.

Drug and Alcohol Abuse Program

Provider may be required to provide substance abuse testing and reporting in accordance with the City's Drug and Alcohol Abuse Policy which includes pre-employment testing, DMV physical examinations for commercial drivers; random drug and alcohol testing; last chance agreement follow-up testing; post-accident testing; reasonable suspicion testing. All testing and reporting will comply with the requirements of the Omnibus Transportation Testing Act (OTTA) of 1991.



Police Department Testing

Provider shall provide specialty exam services for City's Police Department as requested to include, but not limited to, FBI and Bomb Tech Testing physicals; Lead testing; titers; lipid panels for Physical Fitness Program.

Fire Department Testing

Provider shall provide specialty exam services for City's Fire Department to include, but not limited to, Hazardous Material testing (baseline and annual); respiratory protection program testing; blood borne pathogen testing; annual physicals& labs/radiology, DMV physicals. The Fire Department conducts approximately fifty (50) to a hundred (100) annual hazardous material tests per year. Fire Department requires electronic submission of claims (bills) in a flat file format such as a csv, txt, etc.



TAB H: Competency of Proposers - The City wants to ensure that the successful Providers has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.

Occupational Health (Kaiser On-the-Job®) has no pending bankruptcies, liens, stop payment notices, judgments, lawsuits, foreclosures, and any similar actions filed or resolved in the past seven (7) years to report.

No clients have terminated for breach.



KAISER PERMANENTE®

EXHIBIT B

June 16, 2015

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

Dear City Clerk:

Thank you for allowing Kaiser Permanente the opportunity to respond to the City of Roseville's Request for Proposal for Occupational Health Services.

We have been pleased to provide group health care to the City of Roseville since 1974. Kaiser Permanente is uniquely positioned as a totally integrated health care system. Approximately 64% of your employees are Kaiser Permanente members. As such, using our electronic health record, HealthConnect®, and with proper HIPAA authorization, our physicians can access a majority of your employees' relevant medical information, allowing our physicians to potentially identify conditions that could negatively impact your employees'/applicants' ability to safely perform their jobs. Proper and early identification leads to lower health care costs for the City of Roseville, and potentially minimizes your Workers' Compensation risks and costs, while leading to improved health and productivity of your workforce.

Kaiser Permanente includes Kaiser Foundation Health Plan, Inc. (KFHP), Kaiser Foundation Hospitals (KFH), and the Permanente Medical Groups, who contract exclusively with KFHP. Kaiser Permanente's occupational health program is offered through the Kaiser On-the-Job® business line. Employers contract with the Permanente Medical Groups for professional occupational health care services. Any authorized hospital services are provided by KFH. Permanente Medical Groups are for-profit partnerships or professional corporations of physicians. The full responsibility for providing and arranging the medical care necessary to satisfy our contracts with groups and individuals is assumed in the different regions by Permanente Medical Groups.

We hope you will find our reply informative and responsive to your questions. Kaiser Permanente is enthusiastic about the opportunity to work directly with you and your Management Team to provide occupational health and safety services specific to your workplace as well as Workers' Compensation medical services in partnership with the City and the City's designated TPA.

Based on the RFP Kaiser Permanente understands the project to include the following pre and post-employment medical services:

- Pre-employment medical examinations -with drug screens
- Injury Care
- Respirator Clearance and follow up examinations as necessary
- Spirometry
- DMV Physical Examinations
- DOT Drug Screen (random and post-accident)
- POST examinations
- FBI and Bomb Tech Testing Physicals and lab testing
- Vaccinations to include Blood Borne Pathogen requirements
- Audiometry (baseline an hearing conservation test comparison annually)
- Firefighter Department Examinations (baseline and annual)
- Hazmat testing (baseline and annual)
- Flu Shots



KAISER PERMANENTE®

- Fitness for Duty Examinations

Our Kaiser On-the-Job® Roseville facility is located only minutes away from The City of Roseville and has the current staffing and appointment availability to meet the City's needs proposed within this RFP.

The City will have access to all 30 dedicated occupational health centers in Northern California to accommodate your applicants and employees including two other centers within a 30 mile radius of the City of Roseville.

We are confident that our Kaiser On-the-Job® staff and facilities will meet the high quality and medical excellence standards that The City of Roseville is seeking to find with their medical provider partner.

Please let me know if I can provide you with additional information. We appreciate your time and consideration and look forward to hearing from you.

Sincerely,

Ann Conover, Account Manager
Occupational Health Account Management
Kaiser Foundation Health Plan, Inc.
Kaiser On-the-Job®
7200 Redwood Blvd. Ste 220
Novato, CA. 94945
Office: 415-893-4038
Cell: 707-303-0670
Ann.Conover@kp.org



Firm's Qualifications - Describe your firm and provide a statement of your firm's qualifications for performing the requested services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-providers, if any. Identify any sub-providers you propose to utilize to supplement your firm's staff. Include the firm's organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.

Kaiser Permanente has been providing a broad range of workers' compensation medical care and occupational health and safety services to employers, unions, health and welfare trust funds, and insurers for more than 15 years. We're one of the largest providers of occupational health services in California, with an extensive employer base that includes employer groups of all sizes, including (1) private businesses and (2) public sector clients, such as municipalities and state and federal government departments.

Our occupational health service, known as Kaiser On-the-Job®, offers an important opportunity to introduce and extend our high-quality, wholly-integrated medical delivery system to current employers and prospective employer groups.

There are many factors that make Kaiser On-the-Job® effective in keeping total costs down, while providing quality care that gets employees back to work faster. They include:

- Experience in providing evidence-based care
- Caregivers are evaluated on quality, not volume
- Caregivers specialize in work-related injuries
- Top doctors and nurses who specialize in injury care and understand return-to-work strategies
- Every Kaiser On-the-Job® center employs physicians who are board certified or board eligible in occupational health
- Every employee is assigned a case coordinator or manager who is responsible for facilitating communication and coordinating an employees' appropriate return to work
- Kaiser On-the-Job physicians coordinate the employee's entire care experience
- Most care centers are located on the campuses of our medical facilities — ensuring 24/7 access to injured or ill employees
- Our integrated system allows for quick referrals to high-quality specialists
- Support of Kaiser Permanente HealthConnect®, our electronic medical record (EMR) system helps enhance care while preventing fraud
- Doctors' notes, prescriptions, lab tests, and X-rays are all available in real time — helping caregivers make consistent, well-informed decisions
- Caregivers can access the entire medical history of employees who are Kaiser Permanente members

Employers will get the greatest benefit from using an integrated system like Kaiser On-the-Job® for their occupational health needs. Within a typical fragmented system, occupational health isn't part of the same provider organization, and that can lead to problems such as:

- Time-consuming and costly duplicate tests and procedures
- Greater opportunities for fraud
- Higher administrative costs
- More litigation, delays, and potential errors
- Uncoordinated chronic condition care and missed opportunities to spot comorbidities



We have trained and certified physicians and other health care professionals at each of our occupational health centers who are qualified and dedicated to providing high quality services to your employees.

The majority of our physicians are employees or partners of the Permanente Medical Groups. We re-credential all physicians at least every 24 months.

We offer our health care professionals a broad training program, including specialized training in pre-placement exams, both general and comprehensive, as well as the numerous types of examinations required by medical surveillance programs and regulatory requirements such as Department of Transportation/Department of Motor Vehicles (DOT/DMV).

All personnel performing audio screening are certified by the Council on Accreditation of Occupational Hearing Conservation (CAOCH); personnel performing spirometry screening (pulmonary function testing) are certified through a National Institute for Occupational Health and Safety (NIOSH)-approved spirometry course; and personnel performing breath alcohol testing are certified Breath Alcohol Technicians. Certificates are available for review upon request. In addition all personnel who perform Department of Transportation (DOT) and non-DOT urine collections have completed a training course in compliance with 49CFR, Part 40 and the Department of Transportation regulations.

We require all physicians to fulfill Continuing Medical Education (CME) requirements. We also provide specialized programs for advanced practice nursing, medical technologists, and physical/occupational therapists that help fulfill their license requirements for CME.

Occupational Health Center Level

- Chief Physicians oversee the operations and services for occupational health centers.
- Lead Physicians manage the occupational health center under the direction of the Chief Physician.
- Clinic Managers provide the day-to-day management of the occupational health centers.
- Case Managers provide utilization management and review for work-related injuries and illnesses. They help coordinate activity between the treating physician, the employer and the payer for the injured or ill worker. They may also help to facilitate return to work.
- Medical Assistant/ Certified Occupational Health Technician (MA/COHT) a healthcare assistant who performs non-invasive routine technical support services under the specific authorization, supervision, and direction of and for a licensed physician. Kaiser On-the-Job has a specialized program to certify Medical Assistants for Occupational Health. The purpose is to credential Medical Assistants for knowledge and specialization in Occupational Health know as Certified Occupational Health Technicians (COHT).

Our physicians and staff are trained to recognize trends, perform site visits and make presentations to employer groups and follow-up with Occupational Health preventative recommendations. The advanced information and communication systems available at the clinic allow the staff effectively to interact with management and employees ensuring well-coordinated service with a high level of communication.

Staff available for occupational health consultations includes board-certified occupational health physicians, certified occupational health nurses, psychologists, physical and occupational therapists, and other medical and nursing specialists. Kaiser Permanente staff can perform site visits and make preventive recommendations. For example, if an employer has excessive carpal tunnel injuries, KOJ will offer to send a physical therapist or safety specialist to perform an ergonomic evaluation of the workstations. The specialist will provide the employer with recommendations for injury prevention.



The Roseville Occupational Health Center has been identified as your primary location for services. The following are key personnel who will be your point contact:

Position	Responsibility	Quantity
Chief Physician Roseville	Provides leadership and oversees the operations and services for the occupational health center.	1
Management Team • Director • Department Manager	Provides the day-to-day management of the occupational health center.	2
Physicians	Board certified/eligible physicians who provide examinations and patient care.	6
Other Personnel	We have medical personnel such as physical therapists, registered nurses, physician assistants and medical technicians who maintain their core competency skills and are knowledgeable about recent workers' compensation legislative or regulatory changes.	11
Account Executive Manager	Responsible for account management and maintaining the ongoing relationship between City of Roseville and Kaiser Permanente Occupational Health	1



TAB B: Experience and References - Provide a summary of your firm's experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last five (5) years. Include brief descriptions of the services, dates, client names and contact persons' names, addresses and telephone numbers. Public sector references are preferred.

El Dorado County- Municipality with 1973 employees

Services provided since 2012 and Current.

360 Fair Lane
Placerville, CA 95667-4103
Contact: Megan Arevalo, HR Analyst
(530) 621-5390

We provide workers' Compensation Injury Care in partnership with their TPA and the following Occupational Health Services:

- Pre-placement physical/pre-employment physicals
- Police Officer Standard and Training (POST) exams Preplacement and Annual
- Fitness for Duty exams
- FBI and Bomb Tech examinations
- OSHA Mandated Surveillance Services
- Vaccinations -Aerosol Transmissible Diseases and Blood Borne Pathogens
- HAZMAT Examinations
- Hearing Conservation Services- Audiograms
- Respiratory Clearance
- Lead Surveillance

City of Napa- Municipality with 450 Employees

Services provided since 2012 and Current

1541 Second Street
Napa, Ca 94559-0660
Contact: Chris Piper, Safety and Health Officer
(707) 257-9366

We provide workers' Compensation Injury Care in partnership with their TPA and the following Occupational Health Services:

- Occupational Health Services:
- Pre-placement physical/pre-employment physicals
- Police Officer Standard and Training (POST) exams Preplacement and Annual
- Fire Department Pre Placement and Annual exams and vaccinations
- Fitness for Duty exams
- OSHA Mandated Surveillance Services
- Vaccinations -Aerosol Transmissible Diseases and Blood Borne Pathogens
- HAZMAT Examinations
- Hearing Conservation Services including Audiograms
- Respiratory Clearance
- Lead Surveillance
- Commercial motor vehicle driver examination

Sacramento Fire Department District- Fire Agency with 1200 Employees

Services provided since 2007 and current:

01545 Armstrong Avenue, Suite 200

Mather, CA 95655

Contact: Chris Armstrong, Injury and Illness Prevention Officer
(916) 859-4392

We provide the following Occupational Health Services:

- Pre Placement and Wellness Exams for fire department employees
- Firefighter exit exams
- HAZMAT examinations
- Vaccinations -Aerosol Transmissible Diseases and Blood Borne Pathogens
- Audiograms
- Respiratory Clearance
- Spirometry
- Commercial motor vehicle driver examinations



TAB C: Project Understanding- Based on the available information, supplemental research, field observations, and experience with similar services, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City's stated goals. Include any issues that you believe will require special consideration for this service. Also identify any unique approaches or strengths that your firm may have related to this service. City staff will assess your understanding of all aspects of the services based on the overview.

All of our medical exams and testing are compliant with Federal and State regulatory guidelines.

We have a strong organizational team that is fully trained and committed to provide physical examinations. Our team has clear responsibilities with the singular goal of satisfying your needs.

3.1 Pre-Employment Physicals

To help determine a job applicant's current limitations in relation to the essential job tasks identified by the employer we offer comprehensive pre-placement medical evaluations. Our pre-placement examinations provide valuable information to the employer to assist them in either determining an applicant's fitness to perform essential job tasks, making reasonable accommodations for safety, and in complying with the Fair Employment and Housing Act (FEHA) and the Americans with Disabilities Act (ADA). Pre-placement evaluations are also required for Occupational Safety and Health Administration (OSHA)-regulated medical surveillance.

Our typical pre-placement (post offer) exam includes:

- Occupational and medical history, including review of past injuries, illnesses, and disabling claims, especially related to musculoskeletal conditions, back and repetitive motion injury (RMI) that are directly related to essential tasks and environmental factors in the employer's job description
- Vital signs, height and weight
- Physical examination focused on job tasks, for example:
 - Musculoskeletal evaluation directed toward past problems and current job tasks
 - Focused back evaluation
 - Neck and upper extremity screening (over 10 separate assessments and maneuvers)
 - Lower extremity functional assessment
 - Vision testing (far, near, color, peripheral)
 - Hearing screen (Whisper test)
- Physician assessment and medical recommendation for applicant placement including:
 - Recommendations for accommodation
 - Recommendations for placement restrictions
 - Recommendations for further evaluation prior to final employer decision
 - Discussion of wellness issues with applicants

In addition, our Occupational Health Program offers voluntary periodic and annual medical evaluations that assist in the promotion of healthy lifestyles and timely treatment of occupational, environmental, and personal health risks. Our evaluations include:

- Health questionnaire, reviewed by a physician to assess factors influencing an employee's general health
- Occupational and medical history, including review of past injuries, illnesses, and disabling claims especially related to musculoskeletal conditions, back, and RMI
- Review of employer job descriptions, including essential tasks and environmental factors



- Vital signs, height and weight
- Physical examination including skin, eyes, ears/nose/throat, heart, lungs, abdomen, nervous system
- Musculoskeletal evaluation directed toward past problems and current job demands including:
 - Focused back evaluation
 - Neck and upper extremity screening for cumulative trauma disorders (over 10 separate assessments and maneuvers)
 - Lower extremity functional assessment
- Vision testing (far, near, color, peripheral)
- Hearing screen (Whisper test)
- Dipstick urinalysis

3.2 Workers' Compensation Occupational Health Services

With 29 facilities throughout Northern California, including 4 in the greater Sacramento area, Kaiser On-the-Job[®] gives your employees the flexibility to take advantage of our high-quality occupational health care.

We've been offering workers' compensation medical care since 1993. We have a broad client base, and we are the provider of choice for a wide variety of, employers, insurers, third party administrators, unions, and health and welfare trust funds.

Our occupational injury medical care is available to all of your employees, not just those employees who are Kaiser Permanente members — this care includes:

- Injury and illness medical care from our occupational health physicians and other specialists
- Physical and occupational therapy
- Case management
- Medical monitoring and modified duty evaluations
- Identification of permanent disability
- Inpatient and emergency services

In addition, our onsite ancillary services save time and make it easy for your injured employees to receive the services they need in one visit. These onsite services include:

- radiology
- laboratory
- pharmacy

Because Kaiser Permanente is an integrated system of physicians, hospitals, and ancillary services, not just a loose affiliation of physicians, we provide the continuity of care that leads to better outcomes. We're also better able to maintain control of all the health care services a patient receives throughout the life of a case, resulting in efficiencies that lower costs.

Our integrated system also makes claims administration easier with one unified bill, regardless of where your injured employees receive care.

We understand and adhere to billing requirements and accept reimbursement at the California Official Medical Fee Schedule.



Experienced, High-Quality Providers — Our occupational health centers are staffed by physicians who specialize in treating workplace injuries and illnesses and are experienced in return-to-work strategies. These physicians are supported by case managers, physical therapists, and certified occupational health technicians who work together to get your employees back to work and full productivity as quickly as possible. Injured or ill employees may also be treated by other Kaiser Permanente specialists, when medically necessary. These specialists work with our occupational health physicians and case managers to provide your employees with care that's coordinated from their first visit to their return to work. Our occupational medicine physicians will maintain as the PTP on all claims treated at Kaiser Permanente.

Our physicians and staff are accustomed to working closely with claims administrators and employers to ensure timely communication and return to work. We believe that working closely with the City of Roseville and your TPA will ensure that we meet our mutual goal of returning the injured worker to the workplace as soon as possible.

At Kaiser On-the-Job® we provide to The City and to your TPA access to all of our Occupational Health Physicians, select specialists, hospital, and emergency treatment facilities.

At Kaiser On-the-Job® we take pride in our report timeliness and customer communication. We meet or exceed all of the Division of Workers' Compensation reporting requirements, including required reporting formats and timeliness, utilization review procedures, MMI reporting and work status communication. Our physicians and professional staff are trained in new regulatory requirements and our information systems are updated to meet the requirements of those regulations.

Evidence-Based Medicine — To help ensure that your employees receive the most appropriate treatment, our physicians use the American College of Occupational and Environmental Medicine *Occupational Medicine Practice Guidelines* and DWC MTUS to evaluate and treat occupational illnesses and injuries. These consensus- and evidence-based guidelines, available to physicians at the point of care, provide essential information, step-by-step guidance, and practical aids for the diagnosis, evaluation, and management of injured workers.

Exacting Quality Standards — You can be confident that The City and your injured employees receive high-quality care and service, because we have a rigorous program of certification, training, clinical review, and quality improvement that includes:

- Ongoing performance monitoring at the individual provider and department level
- Credentialing and re-credentialing of physicians and other health care professionals
- Patient satisfaction surveys
- Measurement of workers' compensation medical report quality and turnaround time
- Internal surveys and audits
- Evidenced-based practice guidelines throughout the case
- Continuing medical education programs to improve clinical skills and effectiveness
- Test audits to ensure quality and adherence to relevant regulations

Local and regional Permanente Medical Group leadership share responsibility for quality oversight and improvement, and they monitor and evaluate the quality and appropriateness of all aspects of care, including service and access, within our occupational health centers. They also identify quality assurance issues and priorities, monitor and report on clinical and provider performance, and sponsor quality improvement initiatives.

Our Account Management and Operations teams will work with The City and your TPA to address and resolve any concerns that may arise.



3.3 Respiratory Protection Program

To deliver the comprehensive care your employees need, we provide baseline and annual screenings for employees engaged in general hazardous waste operations or emergency response. These evaluations include:

- occupational and medical history, including review of systems and ability to wear personal protective equipment
- review of employer-provided information, including job descriptions (with essential tasks and environmental factors), exposure levels, personal protective equipment used, and any previous medical evaluations for hazard exposure
- vital signs, height, and weight
- physical examination emphasizing cardiovascular, respiratory, and liver function.
- musculoskeletal evaluation, including back and upper and lower extremity functional assessments
- vision testing
- hearing screen (whisper test, plus audiometry if employee wears hearing protection)
- spirometry
- dipstick urinalysis
- complete lab panel including complete blood count and Chem 20 panel (including liver function)
- brief written physician opinion based on Occupational Safety and Health Administration (OSHA) regulations, including recommended limitations

Other tests may be required if the physician identifies potential risk factors for the employee or upon the employer's request. Please note, additional tests would be paid for by the employer.

We currently provide hazardous waste and emergency response worker physical exams for cities and counties that meet all regulatory requirements. These exams provide valuable information to the employer to assist them in either determining applicants' fitness to perform essential job tasks, making reasonable accommodations for safety, or in complying with the Fair Employment and Housing Act (FEHA) and the Americans with Disabilities Act (ADA). Pre-placement evaluations are also required for OSHA-regulated medical surveillance.

3.4 Wellness Program

We can provide flu shots at our KOJ clinics; however, we are not bidding on the wellness component of this RFP.

3.5 Fitness for Duty Exams

We will evaluate an employee's ability to return to work following an absence, disability, or serious medical condition. The evaluation includes an assessment of the employee's ability to safely perform the essential tasks related to his or her current position.

The employer must provide the performance problem or request for accommodation prompting the evaluation.

Under federal and state laws, Return to Work and Fitness for Duty evaluations are restricted to job-related issues. As appropriate, the evaluations include:



- Review of job description, including essential tasks and environmental factors related to the current medical condition(s)
- Review of records
- Review of medical history and current treatment(s)
- Focused physical examination
- Written evaluation of employee's ability to return to work and need for accommodation

All information obtained from periodic evaluations is confidential. The employee will need to sign a Health Insurance Portability and Accountability Act (HIPAA) release form at the time of registration in order for us to release any medical information to the employer. HIPAA permits us to disclose certain treatment and payment information with workers' compensation payers and benefit administrators. However, disclosures to an employer of treatment or evaluation information by medical providers' will be limited by HIPAA regulations.

3.6 Blood-borne Pathogen Program

Bloodborne pathogen (BBP) exposure testing is performed through our Kaiser On-the-Job® (KOJ) clinics by trained physicians experienced in evaluating BBP exposure.

Post-exposure evaluations can also be performed during non-business hours in one of our Emergency Departments. Follow-up in these cases will be referred back to our KOJ clinic during the next business day for tracking and monitoring.

Our physicians follow current Centers for Disease Control and Prevention (CDC) recommendations for post-exposure prophylaxis (PEP) for BBP exposures. Written protocol complying with Occupational Safety & Health Administration (OSHA) standard requirements are always followed for all members who present with BBP exposure.

Immunization and Vaccination Programs

To help you meet regulatory requirements and keep your employees healthy and on the job, we offer the following immunizations at our occupational health centers or at the worksite (an additional administrative fee may apply).

- Hepatitis A
- Hepatitis B
- Influenza
- Rabies (pre-exposure)
- Tetanus/Diphtheria/Pertussis (Td/Tdap)
- Travel vaccinations (including cholera, meningococcal, and yellow fever)

We provide Hepatitis B and influenza vaccinations at no charge to employees who are Kaiser Permanente members. Our members may elect to have covered vaccinations administered at no charge through their primary care physician or local nurse clinic. Vaccines administered at the Southern California KOJ will be charged to the employer.

Hepatitis A—The Hepatitis A immunization includes a series of two injections over a 6- to 12-month period (initial, and 6 to 12 months). We recommend immunizations for employees who work in or relocate to areas where there is a high prevalence of Hepatitis A, as well as for others at risk (i.e., caretakers of the developmentally challenged, institutional workers, employees of child and day care centers, laboratory workers who handle Hepatitis A, food and animal handlers).

Hepatitis B—OSHA requires that Hepatitis B immunization be offered to all employees at risk of exposure to blood and body fluids. The immunization includes a series of three injections over a



six-month period (immediately after exposure, 1 month later, and 6 months later). Employees will also receive bloodborne pathogen training in accordance with OSHA requirements..

Tuberculosis (TB/PPD)—We offer purified protein derivative (PPD) skin tests to help control and prevent the spread of TB. We conduct two-step testing, with a second test performed approximately one week after the first. Results from both tests are read 48 to 72 hours after administration. Two-step testing enables us to obtain important baseline information that helps to differentiate in subsequent tests between positive “boosted” reactions due to past infections and positive reactions caused by new TB infections. We provide PPD tests at no charge to employees who are Kaiser Permanente members. Our members may receive a PPD test at no charge through their primary care physician or nurse clinic. PPDs administered at the Southern California KOJ are charged to the employer.

3.7 Drug and Alcohol Abuse Program

To ensure the accuracy of drug and alcohol screening of employees or potential employees, our substance abuse program is administered by a third party specializing in private and public sector substance abuse testing programs. We provide urine specimen collection services and breath alcohol testing, while Preferred Alliance provides specialty laboratory services, medical review officer (MRO) services, reporting, training, and assistance with employer policy development and record keeping requirements.

We can also act as a collection site for any laboratory you may select. We require a supply of collection kits, chain of custody forms, and information about the courier service. The turnaround time is 24 to 48 hours for an average negative result. A positive result typically takes longer because a MRO must interview the donor to determine final results.

Preferred Alliance routinely trains all staff in Chain of Custody procedures, including specimen collection and National Institute for Drug Abuse (NIDA) and non-NIDA collection requirements. In compliance with 49 CFR Part 40 and the Department of Transportation (DOT) regulations, we require all staff to complete the Preferred Alliance training course for urine drug screen collections prior to any drug screen collection. In addition, our staff is current with breath alcohol technician training and demonstrates proficiency in accordance with 49 CFR Part 40.

Breath alcohol testing is provided in all our occupational health centers. Our equipment meets DOT/DMV standards, and is on the National Highway Traffic Safety Administration's Conforming Products List for instruments that conform to the model specifications for Evidential Breath Testing Devices. The occupational health technicians who perform breath alcohol testing have all successfully completed a DOT certification course.

3.8 Police Department Testing

To help employers create and maintain a healthy workforce, our physicians, nurse practitioners, and other health care providers have been specially trained in pre-placement evaluations including the extensive medical guidelines of Peace Officer Standard & Training (POST). Our Police Officer exams meet all POST and Occupational Safety & Health Administration (OSHA) standard regulations. The POST is nationally recognized as the foremost authority in medical standards for law enforcement.

Here's a list of what's included in the Kaiser On-the Job® (KOJ) comprehensive POST medical evaluation:

- Occupational and medical history assessment, including review of past injuries and illnesses and disabling claims related to cardiovascular and musculoskeletal conditions, back injuries, and other conditions per the POST guidelines for law enforcement



- Review of local agency job requirements, including essential tasks, environmental factors, and staffing
- POST physical examination, including musculoskeletal evaluation based on past problems and current job tasks, focused back evaluation, neck and upper extremity screening, and low extremity functional assessment
- Vision testing
- Other POST-recommended exam components, including audiometry, spirometry, electrocardiogram (EKG), treadmill, urinalysis, drug testing, purified protein derivative test (PPD) for tuberculosis (TB), complete blood count test (CBC) for anemia or infection, comprehensive chemistry panel, and antibody measurements to test for hepatitis B and C
- Physician assessment and medical recommendations for placement, restrictions, or further evaluation prior to final employer decision
- Voluntary discussion of wellness issues

Additional tests and services can be added based on employer's specific needs or the recommendation of our evaluating physician.

3.9 Fire Department Testing

Our baseline and annual screenings for employees engaged in general hazardous waste operations or emergency response include:

- Occupational and medical history, including review of systems and ability to wear personal protective equipment
- Review of employer-provided information, including job descriptions (with essential tasks and environmental factors), exposure levels, personal protective equipment used, and any previous medical evaluations for hazard exposure
- Vital signs, height, and weight
- Physical examination emphasizing cardiovascular, respiratory, and liver function
- Musculoskeletal evaluation, including back and upper and lower extremity functional assessments
- Vision testing
- Hearing screen (audiometry is only required when hearing protection is worn, otherwise a Whisper test is performed)
- Spirometry (periodic surveillance evaluations require spirometry and lab panel only at physician's discretion; however, exams are required for all baseline evaluations)
- Dipstick urinalysis
- Complete lab panel including complete blood count and Chem 20 panel (including liver function)
- Brief written physician opinion based on Cal/OSHA regulations, including recommended limitations

Exercise stress testing may also be required based on the physician's evaluation of risk factors for sudden indisposition in toxic environments. Additional surveillance testing for lead, pesticides, asbestos, or other risks may be required based on employer preferences or exposure level information. We will assess respiratory function for respirator clearance prior to fit testing and training for respirator use as required by Occupational Safety and Health Administration (OSHA). The assessment includes:

- Focused occupational and medical history
- Focused physical examination
- Spirometry (periodic surveillance evaluations require spirometry at the physician's discretion, however exams are recommended for all baseline evaluations)
- Physician interpretation and written clearance



- Physician or registered nurse review of respirator questionnaire

For self-contained breathing apparatus (SCBA) certification, exercise stress testing may be required for certification, based on the physician's evaluation of risk factors for sudden indisposition in toxic environments.

We currently provide hazardous waste/emergency worker physical exams for cities and counties that meet all regulatory requirements. These exams provide valuable information to the employer to assist them in either determining applicants' fitness to perform essential job tasks, making reasonable accommodations for safety, or in complying with the Fair Employment and Housing Act (FEHA) and the Americans with Disabilities Act (ADA). Pre-placement evaluations are also required for Occupational Safety and Health Administration (OSHA)-regulated medical surveillance.



TAB D: Plan to Provide Services - Provide a detailed discussion of your firm's approach to the successful implementation of the services. Include thorough discussions of methodologies you believe are essential to accomplishing the services. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub-providers. List any necessary equipment, training or installation services required.

Once the contract and terms have been finalized the Kaiser-On-the-Job[®] (KOJ) Account manager will coordinate with the City's representatives to confirm service needs and expectations. The Account Manager remains in close communication with both the occupational health center and the City as an additional resource. Communication with the Workers' Compensation claims team is also an important piece of the implementation plan. KOJ will set up an injury care profile so the medical and return to work information may be communicated to the correct representatives. We do offer an orientation to the claims team if they wish this or have not worked with KOJ in the past.

The following will be scheduled as needed and initiated within -one week of contract finalization:

- Clinic tour and KOJ orientation – City department heads and key contacts are invited to meet the staff and discuss services.
- Provide referral forms and clinic contact list to City designated staff
- Account manager works with claims representative to develop injury care profile
- Meet with Claims Administrator to arrange claims training and provide KOJ orientation

Account Manager Assigned: Ann Conover

EXHIBIT A

OCCUPATIONAL HEALTH AND SAFETY SERVICES TO BE PROVIDED TO CITY OF *Roseville*

Services will be provided to City of Roseville as follows:

Billing Code	Description of Services	Cost of Services
PREPLACEMENT EXAM (PP1)		
300388	Preplacement Physical Exam	\$65.00
PREPLACEMENT EXAM (POSTPP)		
300399	POST Physical Exam	\$95.00
92552	Audiogram, screening	\$30.00
94010	Spirometry	\$35.00
93000	EKG, resting	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
300422	PPD, two placement and two reading <i>(no charge to current KP HP members)</i>	\$30.00
85025	CBC with automated differential	\$15.00
80053	Chem Comprehensive Panel	\$35.00
86704	Titer: Hepatitis B Core Antibody, HBcAb	\$31.00
86803	Titer: Hepatitis C	\$45.00
36415	Venipuncture	\$15.00
300411	Collection for Drug Screen-Preferred Alliance – non DOT	Billed by Preferred Alliance
As Clinically Indicated:		
90746	Vaccine: Hepatitis B <i>(series of 3 injections)(no charge to current KP HP members)</i>	\$94.00/injection
86706	Titer: Hepatitis B Surface Antibody	\$31.00
90707	Vaccine: MMR injection (series of 2 injections, if indicated)	\$76.00/injection
90716	Vaccine: Varivax (chickenpox)(series of 2 injections if indicated)	\$132.00/injection
81001	Urinalysis with microscopic (if abnormal UA dipstick)	\$15.00
71010	Chest X-Ray for positive PPD (1 view)	\$55.00
71020	Chest X-Ray for positive PPD + symptoms (2 views)	\$65.00
90658	Vaccine: Influenza; flu (when seasonally available) <i>(no charge to current KP HP members)</i>	\$20.00
90715	Vaccine: Tdap (tetanus, diphtheria, pertussis)	\$63.00
86580	PPD, PLACEMENT AND READING <i>(no charge to current KP HP members)</i>	\$20.00
DMV/DOT EXAM (DMV)		

300390	DMV/DOT Physical Exam	\$115.00
RESPIRATOR MEDICAL EVALUATION- BASELINE/ ANNUAL (RESP)		
300415	Review of Respirator Questionnaire by MD/NP/RN	\$35.00
As Clinically Indicated:		
71020	Chest X-Ray (2 views)	\$65.00
300391	Respirator Physical Exam	\$60.00
93015	Cardiac Stress Test with Treadmill	\$230.00
94010	Spirometry	\$35.00
300408	Physician Consultation; each 15 minutes	\$60.00
DRUG SCREEN (DRUG)		
300411	Collection for Drug Screen-Preferred Alliance – non DOT	Billed by Preferred Alliance
As Indicated:		
82075	Breathalyzer, alcohol screen	Billed by Preferred Alliance
300421	Breathalyzer, alcohol confirmatory test (positive screen test)	Billed by Preferred Alliance
ANNUAL PPD, PLACEMENT AND READING Only		
86580	PPD, one placement and one reading (<i>no charge to current KP HP members</i>)	\$20.00
As Clinically Indicated:		
71010	Chest X-Ray for positive PPD (1 view)	\$55.00
71020	Chest X-Ray for positive PPD + symptoms (2 views)	\$65.00
300422	PPD, 2 step, 2 placements and readings (<i>no charge to current KP HP members</i>)	\$30.00
99211	Brief encounter with non-MD Provider (PPD-Review Of Symptoms Form)	\$20.00
VACCINATION ONLY		
90707	Vaccine: MMR injection (if indicated)	\$76.00/injection
90632	Vaccine: Hepatitis A (series of 2 injections)	\$96.00/injection
90716	Vaccine: Varivax (chickenpox)(if indicated)	\$132.00/injection
90746	Vaccine: Hepatitis B (<i>series of 3 injections</i>) (<i>no charge to current KP HP members</i>)	\$94.00/injection
90658	Influenza vaccine injection, as vaccine is available, (<i>no charge to current KP HP members</i>)	\$20.00
90715	Vaccine: Tdap	\$63.00
FIREFIGHTER PREPLACEMENT EXAM (FFPP)		

300398	Firefighter Physical Exam	\$95.00
92552	Audiogram, screening	\$30.00
94010	Spirometry	\$35.00
300422	PPD, 2 step, 2 placements and readings <i>(no charge to current KP HP members)</i>	\$30.00
71020	Chest X-Ray, 2 views (baseline)	\$65.00
85025	CBC with automated differential	\$15.00
80053	Chem Comprehensive Panel	\$35.00
86704	Titer: Hepatitis B Core Antibody, HBcAb	\$31.00
86803	Titer: Hepatitis C	\$45.00
36415	Venipuncture	\$15.00
93000	EKG, resting -and-	\$50.00
93015	Cardiac Stress Test with Treadmill	\$230.00
As Clinically Indicated:		
90746	Vaccine: Hepatitis B <i>(series of 3 injections) (no charge to current KP HP members)</i>	\$94.00/injection
90632	Vaccine: Hepatitis A (series of 2 injections)	\$96.00/injection
90707	Vaccine: MMR injection (series of 2 injections, if indicated)	\$76.00/injection
90716	Vaccine: Varivax (chickenpox)(series of 2 injections if indicated)	\$132.00/injection
90658	Vaccine: Influenza; flu (when seasonally available) <i>(no charge to current KP HP members)</i>	\$20.00
90715	Vaccine: Tdap (tetanus, diphtheria, pertussis)	\$63.00
90713	Vaccine: Polio (eiPV) if no prior vaccination	\$40.00
86580	PPD, one placement and one reading <i>(no charge to current KP HP members)</i>	\$20.00
81001	Urinalysis with microscopic (if abnormal UA dipstick)	\$15.00
FIREFIGHTER-ANNUAL OR PERIODIC (FFANN)		
300398	Firefighter Physical Exam	\$95.00
92552	Audiogram, screening	\$30.00
94010	Spirometry	\$35.00
86580	PPD, PLACEMENT AND READING <i>(no charge to current KP HP members)</i>	\$20.00
85025	CBC with automated differential	\$15.00
80053	Chem. Comprehensive Panel	\$35.00
36415	Venipuncture	\$15.00
93000	EKG Resting –AND–	\$50.00
93015	Cardiac Stress Test with Treadmill (males 45+ or females 55+ with 2 or more NFPA risk factors) <i>–NFPA and Wellness</i>	\$230.00
As Clinically Indicated:		
71010	Chest X-Ray for positive PPD (1 view)	\$55.00
71020	Chest X-Ray for positive PPD + symptoms (2 views) (or	\$65.00

	baseline and @ every 5 years)	
81001	Urinalysis with microscopic (if abnormal UA dipstick)	\$15.00
82274	Fecal Immunochemical Test (40+ or as clinically indicated- can be done by personal physician) - <i>NFPA and Wellness</i>	\$30.00
90746	Vaccine: Hepatitis B (series of 3 injections, if indicated or declination) (<i>no charge to current KP HP members</i>)	\$94.00/injection
90632	Vaccine: Hepatitis A (series of 2 injections)	\$96.00/injection
90713	Vaccine: Polio (eiPV) if no prior vaccination	\$40.00
90715	Vaccine: Tdap (tetanus, diphtheria, pertussis)	\$63.00
90707	Vaccine: MMR injection (series of 2 injections, if indicated)	\$76.00/injection
90716	Vaccine: Varivax (chickenpox)(series of 2 injections if indicated)	\$132.00/injection
90658	Vaccine: Influenza; flu (when seasonally available)(<i>no charge to current KP HP members</i>)	\$20.00
77057	Mammogram (40+ or as clinically indicated- can be done by personal physician) - <i>NFPA and Wellness</i>	\$145.00
86703	HIV 1 or 2 single assay (patient request) - <i>NFPA and Wellness</i>	\$53.00

HAZARDOUS MATERIALS- HAZMAT ANNUAL OR PERIODIC (HAZ2)

300393	Hazardous Waste/Emergency Worker Physical Exam	\$85.00
92552	Audiogram, screening	\$30.00
As Clinically Indicated:		
94010	Spirometry	\$35.00
71020	Chest X-Ray, 2 views	\$65.00
93015	Cardiac Stress Test with Treadmill	\$230.00
300408	Physician Consultation; each 15 minutes	\$60.00
80053	Chem-Comprehensive Panel	\$35.00
85025	CBC with automated differential	\$15.00
36415	Venipuncture	\$15.00

FITNESS FOR DUTY/RETURN TO WORK (FFD/RTW)

* Prior to scheduling the evaluation, the employer will need to coordinate with KOJ staff to obtain, as available, certain documentation and any medical records for review.

300397	Fitness for Duty Physical Exam, initial	\$95.00
As Clinically Indicated:		
300408	Physician Consultation; each additional 15 minutes	\$60.00



TAB F: Required Statements/Documents - Include statements of assurance regarding the following requirements in the proposal:

- **Non-substitution for the designated members of the team without approval by City staff (Section 5.0)**

There is no specific project team identified in this Proposal.

- **The absence of a conflict of interest (Section 10.4)**

We are not aware of any conflict of interest.

- **Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (Section 10. 7). (Please note that actual certificates of insurance are not required as part of your submittal.)**

The indemnification and insurance comments are contained in the sample contract.

- **A statement that nothing contained in the submitted proposal will be proprietary. (Section 10.21)**

We agree.

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

The Permanente Medical Group, Inc.

NAME OF BUSINESS


SIGNATURE

Roman Kownacki, MD
Medical Director, Occupational Health Service Line - NCAL

NAME & TITLE, TYPED OR PRINTED

1800 Harrison St., 21st Floor, Oakland, CA 94612

MAILING ADDRESS

(510) 625-7175

TELEPHONE NUMBER

Roman.Kownacki@kp.org

EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

☐ State of Incorporation

☐ Partnership

☐ Limited Liability Company

TAB G: Exceptions -Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Attachment B). The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm.

3.4 Wellness Program

We can provide flu shots at our KOJ clinics; however, we are not bidding on the wellness component of this RFP.

Attachment B

Our amendments to the contract begin on the next page.

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT
FOR OCCUPATIONAL HEALTH SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____,
20____, by and between the City of Roseville, a municipal corporation ("CITY"), and The
Permanente Medical Group, Inc., a _____
("PROVIDER"); and

WITNESSETH:

WHEREAS, CITY finds it necessary to provide certain medical services to job applicants and employees, including, but not limited to, pre-employment physical examinations, workers' compensation occupational health services, respiratory protection program services, wellness program services, fitness for duty exams, blood-borne pathogen program services, drug and alcohol abuse program services, and police and fire department specialized testing; and

WHEREAS, in response to CITY's Request for Proposal dated _____
("the RFP"), PROVIDER has submitted a Proposal to CITY dated _____ ("the
Proposal"), attached hereto as Exhibit "B," to provide the scope of services attached hereto as
Exhibit "A." Both Exhibits "A" and "B" are incorporated herein by this reference.-

~~WHEREAS, CITY has since separately contracted with another vendor to provide pre-employment physical examinations; and~~

WHEREAS, ~~with the exception of the pre-employment physical examinations,~~
PROVIDER is willing to provide all other services requested in the RFP and outlined in the

Proposal.

NOW, THEREFORE, the parties agree as follows:

1. Services. PROVIDER agrees to perform all services as outlined in Exhibits "A" and "B" including, but not limited to, workers' compensation occupational health services, respiratory protection program services, wellness program services, fitness for duty exams, blood-borne pathogen program services, drug and alcohol abuse program services, and police and fire department specialized testing ("Medical Services") as more specifically provided in Exhibits "A" and "B." ~~The pre-employment physical examinations referenced in Exhibits "A" and "B" are not included within the scope of this Agreement.~~

2. Compensation. PROVIDER shall be compensated as provided in the fee schedule as set forth in the Proposal. Once each month, PROVIDER shall bill CITY for all Medical Services performed during the prior month. Each invoice shall show the employee's name, and for each employee, the date of exam, name of treating medical professional, the tests or procedures performed, the cost of each such test or procedure, a subtotal of cost for each employee, and a total cost for the month. CITY shall pay such invoices within thirty (30) calendar days of receipt, provided the services specified in the invoices have been satisfactorily completed.

Workers' compensation treatment shall be paid at rates not to exceed the California Relative Value Studies -Official Medical Fee Schedule (latest edition). After each office visit PROVIDER shall bill CITY's workers' compensation administrator directly for all workers' compensation treatment performed during the visit. Each invoice shall show the employee's name, dates of treatment, name of the treating physician, the tests or procedures performed, the cost of each such test or procedure, and a total cost for the visit. Subject to applicable workers'

compensation laws, CITY shall cause its workers' compensation administrator to pay such invoices within thirty (30) days of receipt. CITY's workers' compensation administrator shall be billed.

3. Indemnification. To the fullest extent allowed by law, PROVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description that may be asserted by any person or entity arising out of negligent acts or willful misconduct of PROVIDER in connection with this Agreement, but excluding: (1) liabilities due to the brought forth, or on account of, personal injury; bodily injury of any person, including death; damage to property or to a property or personal interest; or violation of any law or regulation, where the claim, suit, demand, or action arises out of or is connected with any malpractice, act or omission by PROVIDER in providing the Medical Services required under this Agreement, except those matters arising from CITY's sole negligence or willful misconduct or (2) any liability arising as a result of an employment-related dispute (including but not limited to a lawsuit by an employee of CITY for employment discrimination based on results of PROVIDER's services, a lawsuit by an employee of CITY alleging breach of an employment statute or regulation, etc.). The parties intend that this provision shall be broadly construed.

PROVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. PROVIDER agrees to continuously maintain, in full force and

effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$5,000,000 each occurrence \$10,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. PROVIDER shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. PROVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of PROVIDER. The additional insured coverage under the PROVIDER'S policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01

Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. PROVIDER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. PROVIDER agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, PROVIDER shall require its subcontractors to agree to be bound to PROVIDER and CITY in the same manner and to the same extent as PROVIDER is bound to CITY under this Agreement. Additionally, PROVIDER shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. Notwithstanding any other provision of this Agreement, including but not limited to those contained in this Section 4, PROVIDER, in lieu of any insurance requirements contained herein, may fulfill such insurance obligations through its alternative risk management programs, including self insurance, and CITY consents to such self insurance and agrees that, in such case, PROVIDER cannot provide endorsements or report deductibles, or self-insured retentions, or other requirements that are inconsistent with a program of self insurance. CITY also agrees that PROVIDER's fulfillment of the insurance requirements through alternate risk management programs shall not constitute a breach of this Agreement.~~All self insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.~~

g. ~~Waiver of Subrogation. PROVIDER hereby agrees to waive subrogation which any insurer of PROVIDER may acquire from PROVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by PROVIDER, its employees, agents and subcontractors.~~

h.g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve PROVIDER of liability in excess of such coverage, nor

shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Access to Records. Duly authorized representatives of CITY shall have right of access, during normal business hours and upon reasonable prior notice, to PROVIDER's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

6. Time is of the Essence. PROVIDER acknowledges that CITY requires timely provision of Medical Services and that any failure to provide timely Medical Service may result in harm, both financial and bodily, to CITY and its employees. Therefore, time is of the essence of this Agreement.

7. Compliance with Laws. PROVIDER shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. PROVIDER agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

9. Governing Agreement. The provisions of this Agreement, RFP and the Proposal are intended to be read together. In the event of any conflict, the provisions of this Agreement shall govern over those of the RFP, and the RFP shall govern over the Proposal. In the event of any conflict between this Agreement and its Exhibits, the provisions of this Agreement shall govern. In the event of any conflict between any of the Exhibits, the provisions of the first in order of attachment shall govern.

10. Assignment. PROVIDER is employed to perform unique personal services.

PROVIDER shall not assign this Agreement without the prior written consent of City. PROVIDER shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

11. Independent Contractor. PROVIDER shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement. Except as provided in this Agreement, PROVIDER shall retain the right to exercise its professional judgment and control over the manner in which it renders Medical Services.

12. Representations and Warranties. PROVIDER warrants and certifies that it has the time, ability and professional expertise necessary to perform the Medical Services hereunder in a professional, efficient, trustworthy and businesslike manner. PROVIDER warrants and certifies that neither it nor any of its officers, agents, or employees has any personal or financial interest, which would conflict with or interfere with the provision of Medical Services to CITY pursuant to this Agreement.

PROVIDER further warrants that it has not employed or retained any company or person, other than a bona fide employee working for PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, PROVIDER hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by PROVIDER in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by PROVIDER is, and shall remain, the property of CITY.

PROVIDER shall execute any documents necessary to effectuate such assignment. In the event that PROVIDER uses, employs, designates, or retains any person or entity who is not an employee of PROVIDER, to perform any work required of it pursuant to this Agreement, PROVIDER shall require said person or entity to execute an agreement containing the preceding paragraph.

Notwithstanding the foregoing, this Section 14 shall not apply to medical records and any medical record created or modified by PROVIDER in connection with its provision of services hereunder shall not be considered Material created or delivered by PROVIDER in the performance of this Agreement. PROVIDER shall retain all rights and title to such medical records.

15. Term. The term of this Agreement shall be for five (5) years from the date of

execution of this Agreement.

16. Termination of Agreement. The City may terminate this Agreement without cause by giving PROVIDER thirty (30) days advance written notice from the City Manager. PROVIDER may terminate this Agreement without cause by giving CITY sixty (60) days advance written notice. In the event of termination through no fault of PROVIDER, CITY shall compensate PROVIDER for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

17. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

19. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

20. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

PROVIDER

David Rawe, Risk Manager

City of Roseville

311 Vernon Street

Roseville, CA 95678

Either party may amend its address for notice by giving notice to the other party in writing.

21. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has executed this Agreement in duplicate by its City Manager and PROVIDER has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

_____, a

BY: _____

RAY KERRIDGE
City Manager

BY: _____

Its: _____

ATTEST:

And

BY: _____

Its: _____

BY: _____

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

GAYLE SATCHWELL
Human Resources Director

Exhibit A

SCOPE OF SERVICES

The Provider shall provide the medical services outlined below:

Pre-Employment Physicals

Provider may be required to provide post-offer pre-employment medical examinations ~~in accordance with the Occu Med Medical Evaluation System (see Attachment 1)~~. The City anticipates approximately 200 pre-employment physicals/drug screens will be performed annually.

Workers' Compensation Occupational Health Services

Provider shall provide medical care and management of the injured worker, communication with the City and Workers' Compensation Third Party Administrator (TPA), with the goal of returning the injured worker to the work place as soon as possible. Provider shall work with the City and TPA to select a panel of general practitioners, specialists, hospitals, and emergency treatment facilities to which injured employees should be referred as necessary.

The City reserves the right to approve, disapprove or select any and all service providers, primary medical treatment facilities, physicians, counselors, etc., in accordance with State of California law.

Provider will be responsible for completion and submission of all forms and work status reports to the City and TPA as required by the State of California.

Provider shall maintain contact with the TPA to ensure that employees receive timely and proper medical treatment and are returned to full or modified employment at the earliest possible date.

Provider shall ensure that reports and required paperwork are submitted in a timely manner.

Provider shall ensure that medical bills are billed according to the Relative Value Schedule (RVS) and recommended rates established by the Administrative Director of Workers' Compensation for the State of California.

The City of Roseville currently has a total one hundred and fifty-one (151) open workers' compensation claims.

Respiratory Protection Program

Provider may be required to provide medical services in accordance with the City's Respiratory Protection Program. The City's program requires that employees who are either required to wear respirators or who choose to wear an APR voluntarily pass a medical exam before being permitted to wear a respirator on the job. Employees are not

permitted to wear respirators until a physician has determined that they are medically able to do so.

Provider is responsible for providing medical evaluations that include review and evaluation of a confidential medical questionnaire and follow-up medical examinations as required by the program standard, and/or as deemed necessary by the physician. Provider will issue clearance reports to the City.

Wellness Program

Provider shall provide medical services to enhance the City's Wellness Program currently consisting of the following components:

- Annual flu vaccinations as requested.
- Onsite Wellness Nurse who will provide:
- One day per week onsite staffing
- Blood pressure checks
- Risk screenings to include basic lab tests and medical review
- Nutritional information
- Wellness information for distribution/posting
- Brown Bag Lunch Seminars for employees on various health topics
- Resource information in general for employees
- Equipment and supplies will be provided by the City (exam table, gloves, paper, alcohol, etc.)
- Other Wellness Program support services as requested.

Fitness for Duty Exams

Provider may be required to conduct fitness for duty exams as requested by the City and provide reports as to employee work status based on that exam. ~~Exams will be coordinated with and follow Occu-Med standards.~~

Blood-borne Pathogen Program

Provider may be required to provide vaccinations and treatment in accordance with the City's Blood-borne Pathogen Program.

Drug and Alcohol Abuse Program

Provider may be required to provide substance abuse testing and reporting in accordance with the City's Drug and Alcohol Abuse Policy which includes pre-employment testing, DMV physical examinations for commercial drivers; random drug and alcohol testing; last chance agreement follow-up testing; post-accident testing; reasonable suspicion testing. All testing and reporting will comply with the requirements of the Omnibus Transportation Testing Act (OTTA) of 1991.

Police Department Testing

Provider shall provide specialty exam services for City's Police Department as requested to include, but not limited to, FBI and Bomb Tech Testing physicals; Lead testing; titers; lipid panels for Physical Fitness Program.

Fire Department Testing

Provider shall provide specialty exam services for City's Fire Department to include, but not limited to, Hazardous Material testing (baseline and annual); respiratory protection program testing; blood borne pathogen testing; annual physicals& labs/radiology, DMV physicals. The Fire Department conducts approximately fifty (50) to a hundred (100) annual hazardous material tests per year. Fire Department requires electronic submission of claims (bills) in a flat file format such as a csv, txt, etc.

TAB H: Competency of Proposers - The City wants to ensure that the successful Providers has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.

Occupational Health (Kaiser On-the-Job®) has no pending bankruptcies, liens, stop payment notices, judgments, lawsuits, foreclosures, and any similar actions filed or resolved in the past seven (7) years to report.

No clients have terminated for breach.



COUNCIL COMMUNICATION

CC #: 7245

File #: 0400-04-09-1

Title: Westpark Phase 4 Village W-17C - Certificate of Completion

Contact: John Hernandez 774-5486 jhernandez@roseville.ca.us

Meeting Date: 11/4/2015

Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following action:

1. Adopt the attached resolution accepting WEST PARK PHASE 4 VILLAGE W-17C, CWJ # 130214 as complete.
2. Authorize the City Engineer to execute the Certificate of Completion.

BACKGROUND

The Engineering Division has made final inspection of the above project and has found the roadway infrastructure work completed in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ECONOMIC DEVELOPMENT / JOBS CREATED

Accepting the project as complete will not directly create jobs but rather maintain current employee levels of the developer until such time the project is fully built out.

ENVIRONMENTAL REVIEW

The Council action of accepting West Park Phase 4 Village W-17C as complete will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guideline 15060(c)(2)). Adoption of this project does not include the potential for a significant environmental

effect and therefore is not subject to CEQA.

Respectfully Submitted,

John Hernandez, Senior Construction Inspector

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

West Park Phase 4 Village W-17C Final Map

Resolution 15-488

West Park Phase 4 Village W-17C Certificate of Completion

West Park Phase 4 Village 17C Exhibit

Maintenance Bond

FINAL MAP OF

WESTPARK - PHASE 4

VILLAGE W-17C

WEST ROSEVILLE SPECIFIC PLAN PARCEL W-17C

SUBDIVISION NO. 000176

BEING ALL OF LOT 12 OF WESTPARK - PHASE 4 LARGE LOT SUBDIVISION,

SUBDIVISION NO. 000176, BOOK CC OF MAPS, PG 53, O.R.P.C.

LYNNG WITHIN A PORTION OF SECTION 23

TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



WOOD RODGERS
DEVELOPING • INNOVATIVE • DESIGN • SOLUTIONS
3301 C St., Bldg. 100-B Tel 916.341.7700 Fax 916.341.7707
Sacramento, CA 95816

Sheet 1 of 8
1828.012

TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2015



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF WESTPARK-PHASE 4, VILLAGE W-17C AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
DATE 7/8/14

R.C.E. #69879 EXPIRATION DATE 09/30/2014

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF WESTPARK-PHASE 4, VILLAGE W-17C IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE 7/8/14

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF WESTPARK-PHASE 4, VILLAGE W-17C AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS, THE RIGHTS OF WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFER OF DEDICATION/RIGHT OF WAY IN NOTE 7 ON SHEET 2

DATE 7/8/14
CITY CLERK, CITY OF ROSEVILLE

BY: ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 14th DAY OF JULY 2014, AT 9:19 A.M. IN BOOK CC OF MAPS, AT PAGE 91, AT THE REQUEST OF WOOD RODGERS, INC.

FEE: \$ 2900

DOCUMENT NO.: 2014-0046735

BY: JIM McCAULEY
DEPUTY RECORDER C. Costa

SURVEYOR'S STATEMENT

THIS FINAL MAP OF WESTPARK-PHASE 4, VILLAGE W-17C 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 PULTE HOME CORPORATION, A MICHIGAN CORPORATION IN FEBRUARY 2014. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY DECEMBER 31, 2015 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.



DENNIS L. BARBER
P.L.S. 8067 EXP. 12/31/2015
DATE 6/10/14

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS SUBDIVISION MAP, "FINAL MAP OF WESTPARK-PHASE 4, VILLAGE W-17C" AS SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

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

A. PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLINERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, THEREON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE WAYS AND LANE SHOWN HEREON AND DESIGNATED "12.5' PUE" (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

A. AS PUBLIC RIGHTS-OF-WAY, LOT 'A' AND THE STREETS SHOWN HEREON AS FORT COLLINS WAY, GARLAND WAY, HAYLAND WAY, LOVELAND WAY AND WOOD WAY.

PULTE HOME CORPORATION, A MICHIGAN CORPORATION

BY: GREGORY S. VAN DAM
DIVISION VICE PRESIDENT OF LAND PLANNING AND DEVELOPMENT

BY: CHRISTOPHER WINTER
DIVISION VICE PRESIDENT FINANCE

NOTARY'S STATEMENT

STATE OF CALIFORNIA }
COUNTY OF PLACER } SS
ON THE 18th DAY OF June, 2014, BEFORE ME, Chris A. Downum, a Notary Public in and for said county and state, personally appeared, Gregory S. Van Dam, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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: Chris A. Downum

PRINTED NAME: Chris A. Downum

MY COMMISSION EXPIRES: October 10, 2014
MY COMMISSION NO.: 1903936

NOTARY'S STATEMENT

STATE OF California }
COUNTY OF Alameda } SS
ON the 19th DAY OF June, 2014, BEFORE ME, Jeanne Miller, a Notary Public in and for said county and state, personally appeared, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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: Jeanne Miller

PRINTED NAME: Jeanne Miller

MY COMMISSION EXPIRES: May 9, 2018
MY COMMISSION NO.: 1935700

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS "WESTPARK-PHASE 4 VILLAGE W-17C" SUBDIVISION IS 14.93± AC. GROSS, CONSISTING OF 69 RESIDENTIAL DEVELOPMENT LOTS, AND 1 LETTERED LOT.
5. A GEOTECHNICAL ENGINEERING STUDY UPDATE ENTITLED "WESTPARK PHASE 4 VILLAGES 17A TO E, 18F, 19A, 50A TO C, 60A AND B, AND 70" WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, INC., PROJECT NO. E13261.000, DATED OCTOBER 2013. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE ENGINEERING DEPARTMENT, FILE NO. 308-801.
6. 5/8" REBAR CAPPED LS 8067 WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS, OR AT 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO SOUNDWALLS. FRONT CORNERS WILL BE A 1" BRASS DISK STAMPED LS 8067 AT 1.00 FOOT PROJECTION OF PROPERTY LINE ONTO THE SIDEWALK.
7. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFERS OF DEDICATION/RIGHTS OF WAY (IOD/ROW) ARE HEREBY ABANDONED:
THOSE PORTIONS OF THE IOD/ROW DEPICTED ON THE MAP ENTITLED "WESTPARK-PHASE 4, LARGE LOT SUBDIVISION", FILED IN BOOK "CC" OF MAPS, AT PAGE 53, O.R.P.C. WHICH DO NOT LIE WITHIN THE RIGHT-OF-WAY AS DELINEATED ON THE FINAL MAP.

REFERENCES:

- | | | |
|-----|------------|---|
| (1) | CC MAPS 53 | (WESTPARK-PHASE 4, LARGE LOT SUBDIVISION) |
| (2) | BB MAPS 24 | (FIDYMENT RANCH PHASE 2, LARGE LOT SUBDIVISION) |
| (3) | -- MAPS -- | (WESTPARK-PHASE 4, VILLAGE W-19A) |

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF SECTION 24, T.11N., R.5E., M.D.M., TAKEN AS NORTH 89°28'27" EAST PER THE FIDYMENT RANCH PHASE 2 LARGE LOT SUBDIVISION MAP ON FILE IN THE OFFICE OF THE PLACER COUNTY RECORDER IN BOOK BB OF MAPS, AT PAGE 24.

LEGEND

o	DIMENSION POINT
⊙	SET BRASS DISK MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 8067"
⊗	COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" (TO BE SET PER CC MAPS 53)
⊘	3/4" GALVANIZED PIPE WITH PLASTIC CAP STAMPED "LS 7944" (TO BE SET PER CC MAPS 53)
●	FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 4533"
⊙	FOUND BRASS DISK MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 8067"
◆	FOUND SECTION CORNER AS NOTED
⊕	FOUND QUARTER CORNER AS NOTED
AC	ACRES
IOD/ROW	IRREVOCABLE OFFER FOR DEDICATION/RIGHT-OF-WAY
I.P.	IRON PIPE
NTS	NOT TO SCALE
(OA)	OVERALL DISTANCE
O.R.P.C.	OFFICIAL RECORDS OF PLACER COUNTY
PUE	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
SF	SQUARE FEET

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Sacramento, CA 95816
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Sheet 2 of 8
1828.012

JULY 2014

FINAL MAP OF
WESTPARK - PHASE 4
VILLAGE W-17C
WEST ROSEVILLE SPECIFIC PLAN PARCEL W-17C
SUBDIVISION NO. 000176
BEING ALL OF LOT 12 OF WESTPARK - PHASE 4 LARGE LOT SUBDIVISION,
SUBDIVISION NO. 000176, BOOK CC OF MAPS, PG 53, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 23
TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

VILLAGE W-17C BOUNDARY SHEET

No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	31.00'(1)	87.09°45'(1)	47.16'(1)	(N16°30'28"W)(1)	42.74'(1)
C2	22.00'(1)	92.20°48'(1)	35.46'(1)	(N7°51'48"E)(1)	31.74'(1)
C3	22.00'(1)	87.49°25'(1)	33.72'(1)	(N16°50'18"W)(1)	30.52'(1)
C4	22.00'(1)	91.54°06'(1)	35.29'(1)	(N7°30'12"E)(1)	31.62'(1)
C5	22.00'(1)	88.12°42'(1)	33.87'(1)	(N17°01'57"W)(1)	30.62'(1)
C6	22.00'(1)	91.35°55'(1)	35.17'(1)	(N72°52'22"E)(1)	31.54'(1)
C7	167.00'(1)	01°14'50'(1)	36.50'(1)	(N60°42'15"W)(1)	36.50'(1)
C8	26.00'(1)	88.29°09'(1)	40.15'(1)	(N75°40'35"E)(1)	36.28'(1)
C9	22.00'(1)	88.29°09'(1)	33.98'(1)	(N12°48'34"W)(1)	30.70'(1)
C10	1681.00'(1)	03°06'49'(1)	91.55'(1)	(N55°29'44"W)(1)	91.34'(1)
C11	1681.00'(1)	01°38'33'(1)	48.19'(1)	(N28°29'49"W)(1)	48.19'(1)
C12	1223.00'(1)	02°34'39'(1)	55.02'(1)	(N26°23'13"W)(1)	55.01'(1)
C13	1181.00'(1)	00°26'11'(1)	9.00'(1)	(N25°13'29"W)(1)	9.00'(1)
C14	26.00'(1)	92.13°58'(1)	41.85'(1)	(N71°33'33"W)(1)	37.48'(1)
C15	31.00'(1)	87.09°45'(1)	47.16'(1)	(N18°44'35"E)(1)	42.74'(1)
C16	979.00'	02°50'15'	48.48'	N/A	48.48'

Curve Table - This Sheet Only

WESTPARK - PHASE 4
VILLAGE W-19A
MAPS

R=954.00'(3)
Δ=02°50'15"
L=48.48'
CB=N61°30'24"W
CD=48.48'
CD=399.85'
L=402.94'
Δ=24°12'00"
R=954.00'(3)

BROOKSTONE DRIVE
WESTBROOK BOULEVARD

SCALE: 1"=100'
0 50 100 200



FINAL MAP OF
WESTPARK - PHASE 4
VILLAGE W-17C
SUBDIVISION NO. 000176
BEING ALL OF LOT 12 OF WESTPARK - PHASE 4 LARGE LOT SUBDIVISION,
SUBDIVISION NO. 000176, BOOK CC OF MAPS, PG. 53, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 23
TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
JULY 2014
Sheet 4 of 8
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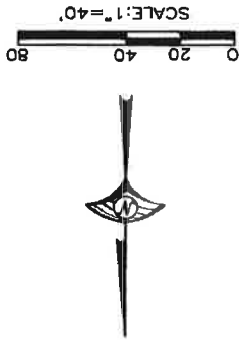
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3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



Curve Table - This Sheet Only			
No.	Radius	Delta	Length Chord Bearing
C1	22.00'	91°54'07"	35.29' N16°22'28"E 31.62'
C2	22.00'	87°49'25"	33.72' N73°45'47"W 30.52'
C3	22.00'	92°20'48"	35.46' N16°09'07"E 31.74'
C4	1121.00'	00°21'48"	7.11' N30°12'11"W 7.11'
C5	31.00'	87°09'44"	47.16' N74°05'37"W 42.74'
C6	979.00'	02°50'16"	48.49' N29°05'37"W 48.48'
C7	979.00'	02°50'15"	48.48' N26°15'22"W 48.48'

WESTPARK - PHASE 4
VILLAGE W-19A
MAPS

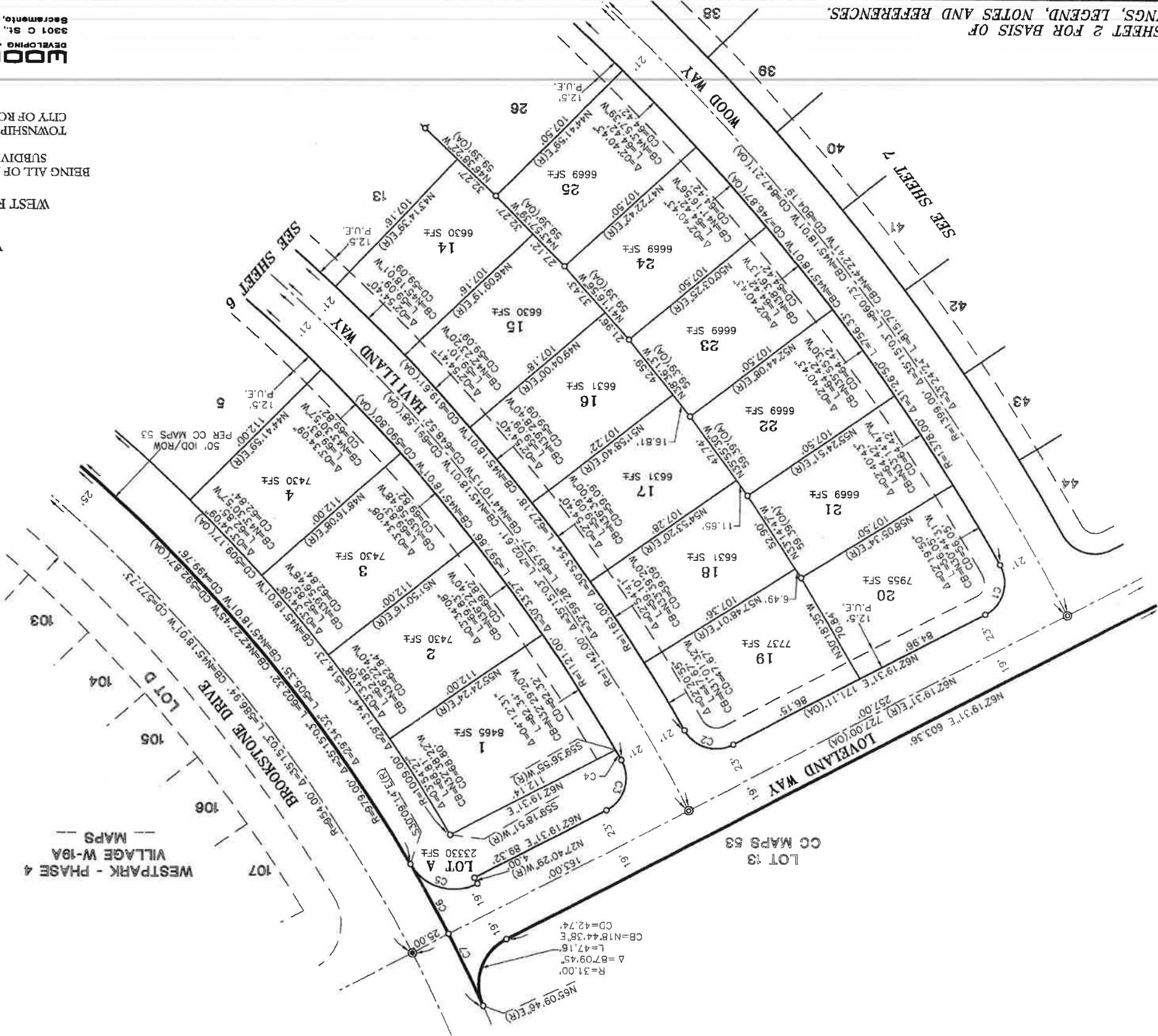


FINAL MAP OF
WESTPARK - PHASE 4
VILLAGE W-17C
SUBDIVISION NO. 000176
BEING ALL OF LOT 12 OF WESTPARK - PHASE 4 LARGE LOT SUBDIVISION,
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CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
JULY 2014
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SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



Curve Table - This Sheet Only				
No.	Radius	Delta	Length	Chord Bearing
C1	22.00'	91°54'06"	35.29'	N73°01'31"E
C2	22.00'	87°49'26"	33.72'	N16°50'15"W
C3	22.00'	92°20'48"	35.46'	N73°14'52"E
C4	1121.00'	00°21'47"	7.10'	N60°23'50"W
C5	31.00'	87°09'45"	47.16'	N16°30'25"W
C6	1142.00'	02°15'35"	45.04'	N61°47'44"W
C7	1399.00'	01°50'39"	45.03'	N62°00'13"W

WESTPARK - PHASE 4
VILLAGE W-19A
MAPS

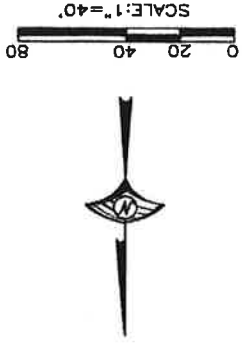


FINAL MAP OF
WESTPARK - PHASE 4
VILLAGE W-17C
SUBDIVISION NO. 000176
BEING ALL OF LOT 12 OF WESTPARK - PHASE 4 LARGE LOT SUBDIVISION,
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CITY OF ROSHVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
JULY 2014

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Line Table - This Sheet Only		
No.	Bearing	Length
L1	N62.19.31"E	23.00'

Curve Table – This Sheet Only			
No.	Radius	Chord Bearing	Length
C1	1223.00'	S2°34'33"E	55.01'
C2	1681.00'	S1°38'33"E	94.19'
C3	22.00'	S2°40'35"E	12.55'
C4	22.00'	S8°33'12"E	34.00'
C5	22.00'	S8°33'12"E	34.00'
C6	22.00'	S1°35'55"E	35.17'
C7	1200.00'	S2°37'37"E	55.02'
C8	1181.00'	S0°26'11"E	55.01'
C9	26.00'	S7°13'35"E	37.48'
C10	22.00'	S8°12'42"E	33.87'
		N7°33'40"W	30.62'



SCALE: 1"=40'

FINAL MAP OF
WESTPARK - PHASE 4
VILLAGE W-17C

WEST ROSEVILLE SPECIFIC PLAN PARCEL W-17C
SUBDIVISION NO. 000176
BEING ALL OF LOT 12 OF WESTPARK - PHASE 4 LARGE LOT SUBDIVISION,
SUBDIVISION NO. 000176, BOOK CC OF MAPS, PG 53, O.R.P.C.
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CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

JULY 2014

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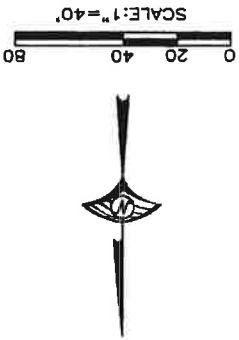
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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



Curve Table			
No.	Radius	Delta	Length Chord Bearing Chord Dist
C1	22.00'	88°12'42"	33.87' N17°01'53"W 30.62'
C2	22.00'	91°35'55"	35.17' N72°52'25"E 31.54'
C3	1677.00'	0°14'50"	36.51' N60°42'12"W 36.50'
C4	1658.00'	0°24'54"	79.91' N59°56'47"W 79.90'
C5	1658.00'	0°13'55"	46.26' N62°07'35"W 46.26'
C6	1399.00'	0°15'03"	45.03' N62°00'13"W 45.03'



FINAL MAP OF
WESTPARK - PHASE 4
VILLAGE W-17C
SUBDIVISION NO. 000176
BEING ALL OF LOT 12 OF WESTPARK - PHASE 4 LARGE LOT SUBDIVISION,
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Sheet 8 of 8
1828.012



SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

RESOLUTION NO. 15-488

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTPARK PHASE 4 VILLAGE W-17C PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Certificate of Completion" on file in the City Clerk's Department relative to that public work known as WESTPARK PHASE 4 VILLAGE W-17C is hereby approved and the public work accepted.
2. Except for that portion of public utility easement and right of way abandoned per Resolution No. 15-264 and recorded as Document No. 2015-0055586, Placer County records, all rights of way and easements as offered on the final map of Westpark Phase 4 Village W-17C recorded with Placer County Recorder's Office in Book CC of Maps, Page 91 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this ____ day of _____, 20____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

AFTER RECORDING RETURN TO:
CITY CLERK
311 VERNON STREET
ROSEVILLE, CA 95678

CERTIFICATE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as **WESTPARK PHASE 4 VILLAGE W-17C** Project was completed and accepted by the City of Roseville on **OCTOBER 21, 2015**. The location is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was **PULTE HOMES**.

The surety on said project was **HARTFORD FIRE INSURANCE COMPANY, A CORPORATION BOND # 59BSBGL2793**

MARC STOUT
City Engineer
City of Roseville

ATTEST:

SONIA OROZCO, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF PLACER)

I, MARC STOUT, being first duly sworn, depose and say: I am the City Engineer of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Certificate of Completion and know its contents and the facts stated therein are true.

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.

MARC STOUT
City Engineer
City of Roseville

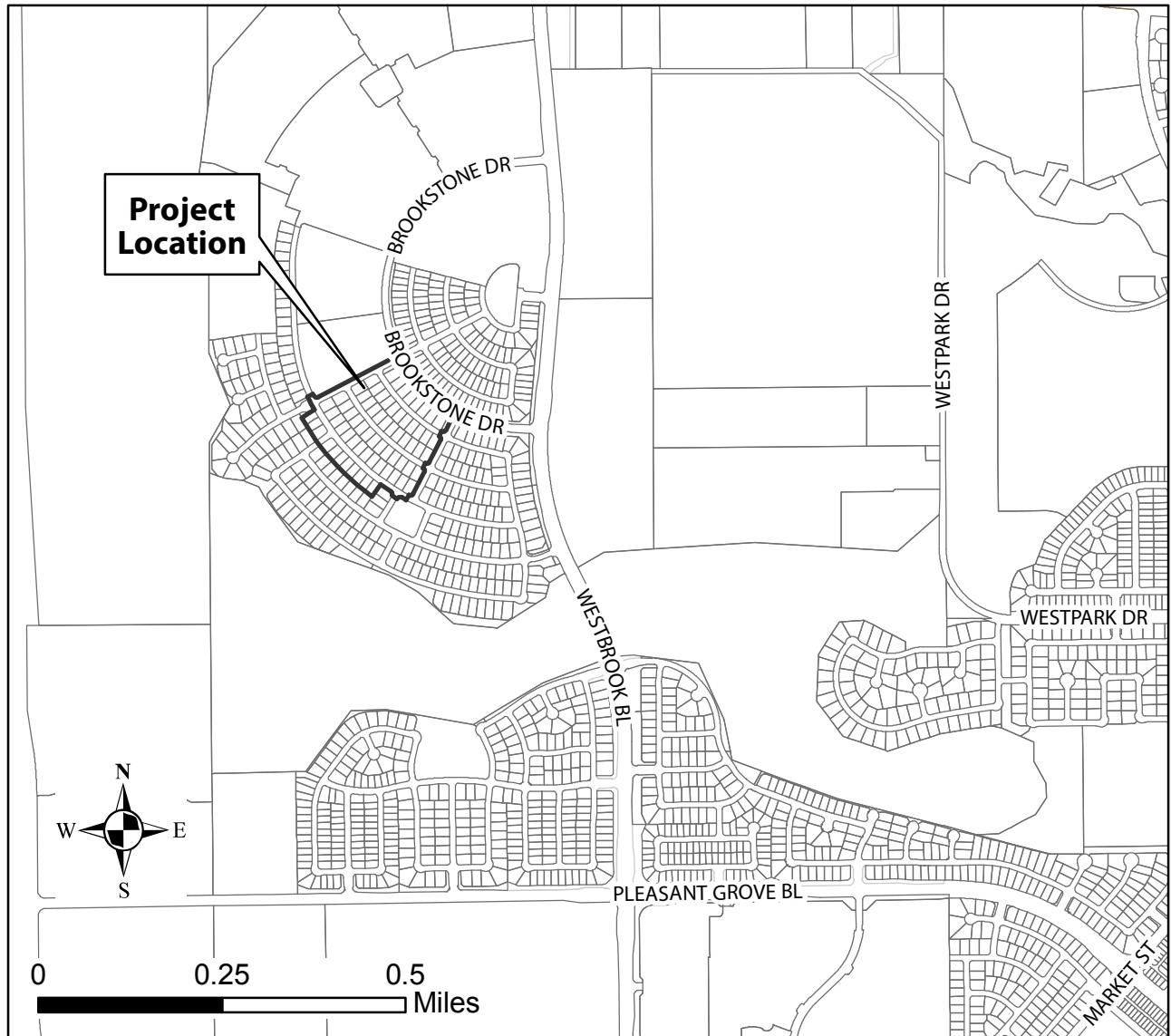
STATE OF CALIFORNIA)
COUNTY OF PLACER)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2015, by _____ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public in and for said County and State

EXHIBIT A

City of Roseville Westpark Phase 4 Village W-17C





COUNCIL COMMUNICATION

CC #: 7246

File #: 0400-04-09-1 & 0400-07

Title: Westpark Phase 4 Village W-19B - Final Map and Subdivision Agreement

Contact: Kerry Andrews 774-5339 kandrews@roseville.ca.us

Meeting Date: 11/4/2015

Item #: 7.6.

RECOMMENDATION TO COUNCIL

Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the rights of way and easements offered thereon for dedication, and approve the abandonment of the easement listed thereon.

Also, adopt the attached resolution approving the Subdivision Agreement and authorize the Acting City Manager to execute the agreement on behalf of the City

BACKGROUND

The Development Services - Engineering section has reviewed the subject final map and has found that it is in conformance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This final map will be creating 85 residential lots and 2 letter lots.

FISCAL IMPACT

None

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This project is consistent with the West Roseville Specific Plan EIR (SCH# 2002082057) certified by the City of Roseville on February 4, 2004, and the EIR Addendum approved on November 18,

2010.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Kevin Payne, Development Services Director

ATTACHMENTS:

Description

Resolution No. 15-480

Subdivision Agreement

Copy of final map

Bonds

Surety Check - RLI Insurance

RESOLUTION NO. 15-480

APPROVING A SUBDIVISION AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PULTE HOME CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Subdivision Agreement for Westpark Phase 4 Village W-19B Subdivision, by and between the City of Roseville and Pulte Home Corporation, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

SUBDIVISION AGREEMENT

Westpark-Phase 4 Village W-19B SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
Pulte Home Corporation,
a Michigan corporation, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of
Roseville, County of Placer, known as "Westpark-Phase 4 Village W-19B Subdivision"
(Subdivision no. 000176; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 27 day of June, 2013 and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the
subdivision of land in the City, requires that SUBDIVIDER shall execute and file an
agreement between itself and CITY relating to the improvements to be made in a subdivision,
prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Wood Rodgers, dated 7/7/2015 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2016, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be

reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 1,224,739. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty

security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by

the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

SUBDIVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence

\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$4,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

Workers' Compensation

Statutory

a. Form. SUBDIVIDER shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the

additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. SUBDIVIDER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY,

its officers, agents, employees and volunteers for all work performed by SUBDIVIDER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBDIVIDER of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of

the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all

amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

20. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Joe Chretien
Pulte Home Corporation
6210 Stoneridge Mall Road 5th Floor
Pleasanton, CA 94588

Either party may amend its address by giving written notice to the other.

22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. ____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and SUBDIVIDER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
ROB JENSEN
Acting City Manager

Pulte Home Corporation
a Michigan Corporation

BY: 
its: Gregory S. Van Dam,
Vice President of Land

ATTEST:

and

BY:



BY:

SONIA OROZCO
City Clerk

its:

Christopher Winter

Vice President of Finance, NCAL Division

APPROVED AS TO FORM:

(NOTARIZATION REQUIRED)

BY:

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:


MARC STOUT
City Engineer

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 ALAMEDA

On October 13, 2015, before me, Jeanne Miller, Notary Public

(here insert name and title of the officer)

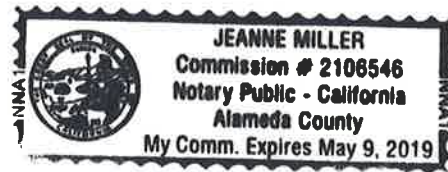
Personally appeared Gregory S. Van Dam,

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

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 ALAMEDA

On October 13, 2015, before me, Jeanne Miller, Notary Public

(here insert name and title of the officer)

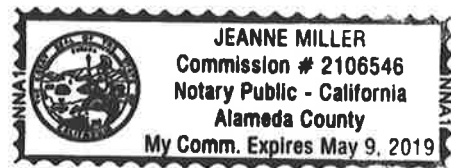
Personally appeared Christopher Winter,

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

Jeanne Miller
Signature



(Seal)

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS SUBDIVISION MAP, "FINAL MAP OF WESTPARK-PHASE 4, VILLAGE W-19B" AS SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

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

- A. PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE WAYS SHOWN HEREON AND DESIGNATED "12.5' PUE" (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- A. AS PUBLIC RIGHTS-OF-WAY, THE STREETS SHOWN HEREON AS LAMAR WAY, MEAD WAY, GLENWOOD SPRINGS WAY, AND STARSMORE WAY, LOTS 'A' AND 'B', AND THE STRIP ON LAND SHOWN HEREON AS RIGHT-OF-WAY.

PULTE HOME CORPORATION, A MICHIGAN CORPORATION

BY: _____
GREGORY S. VAN DAM
DIVISION VICE PRESIDENT OF LAND PLANNING AND DEVELOPMENT

BY: _____
CHRISTOPHER WINTER
DIVISION VICE PRESIDENT FINANCE

NOTARY'S ACKNOWLEDGMENTS

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

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ DAY OF _____, 2015 BEFORE ME, _____
_____, PERSONALLY APPEARED _____

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

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

WITNESS MY HAND: _____

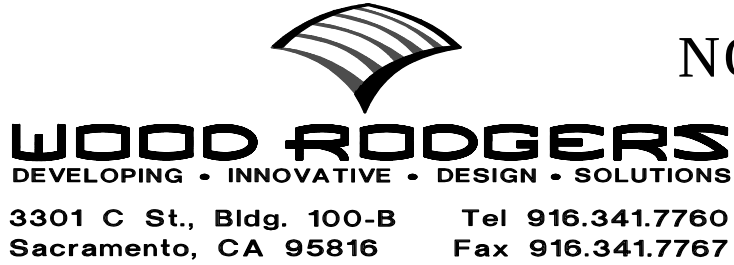
PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

FINAL MAP OF
WESTPARK - PHASE 4
VILLAGE W-19B
WEST ROSEVILLE SPECIFIC PLAN PARCEL W-19B
SUBDIVISION NO. 000176
BEING ALL OF LOT 19 OF WESTPARK - PHASE 4 LARGE LOT SUBDIVISION,
SUBDIVISION NO. 000176, BOOK CC OF MAPS, PG 53, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 23
TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



NOVEMBER 2015

Sheet 1 of 9

1828.027

NOTARY'S ACKNOWLEDGMENTS

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

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ DAY OF _____, 2015 BEFORE ME, _____
_____, PERSONALLY APPEARED _____

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

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

WITNESS MY HAND: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF WESTPARK-PHASE 4, VILLAGE W-19B AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

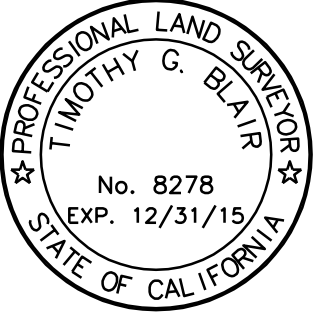
MARC STOUT _____ DATE _____
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2016

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF WESTPARK-PHASE 4, VILLAGE W-19B IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2015

DATE _____



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF WESTPARK-PHASE 4, VILLAGE W-19B AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS APPROVED THE ABANDONMENT OF THE PUBLIC UTILITY EASEMENT IN NOTE 7 ON SHEET 2.

DATE _____ CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2015, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC.

FEE: \$ _____ DOCUMENT NO.: _____

BY: _____ BY: _____
JIM McCAULEY DEPUTY RECORDER
COUNTY RECORDER
COUNTY OF PLACER

SURVEYOR'S STATEMENT

THIS FINAL MAP OF WESTPARK-PHASE 4, VILLAGE W-19B 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 PULTE HOME CORPORATION, A MICHIGAN CORPORATION IN SEPTEMBER 2015. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY DECEMBER 31, 2016 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.



DENNIS L. BARBER
P.L.S 8067 EXP. 12/31/2015

DATE _____

NOTES

1.
- ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR.
2.
- ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3.
- DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4.
- TOTAL AREA FOR THIS "WESTPARK-PHASE 4 VILLAGE W-19B" SUBDIVISION IS 16.62± AC. GROSS, CONSISTING OF 85 RESIDENTIAL DEVELOPMENT LOTS, AND 2 LETTERED LOTS.
5.
- A GEOTECHNICAL ENGINEERING REPORT ENTITLED "WESTPARK PHASE 4 RESIDENTIAL DEVELOPMENT" WAS PREPARED BY ENGEO INC., DATED MAY 22, 2013. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE DEVELOPMENT SERVICES – ENGINEERING DEPARTMENT, FILE NO. 308-798.
6.
- 5/8" REBAR CAPPED LS 8067 WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSET FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK LS 8067 AT 1.00 FOOT PROJECTION OF PROPERTY LINE ONTO THE SIDEWALK.
7.
- PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC UTILITY EASEMENT (PUE) IS HEREBY ABANDONED:
- (A)
- ALL OF THAT 25' AND 35' WIDE PUE LOCATED ADJACENT TO WESTBROOK BOULEVARD AS DEPICTED ON THE MAP ENTITLED "WESTPARK-PHASE 4, LARGE LOT SUBDIVISION", FILED IN BOOK "CC" OF MAPS, AT PAGE 53, O.R.P.C.

REFERENCES:

- (1)
- CC MAPS 53
- (WESTPARK-PHASE 4, LARGE LOT SUBDIVISION)
- (2)
- BB MAPS 24
- (FIDDYMENT RANCH PHASE 2, LARGE LOT SUBDIVISION)
- (3)
- CC MAPS 90
- (WESTPARK-PHASE 4, VILLAGE W-19A)

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF SECTION 24, T.11N., R.5E., M.D.M. TAKEN AS NORTH 89°28'27" EAST PER THE FIDDYMENT RANCH PHASE 2 LARGE LOT SUBDIVISION MAP ON FILE IN THE OFFICE OF THE PLACER COUNTY RECORDER IN BOOK BB OF MAPS, AT PAGE 24.

LEGEND

- DIMENSION POINT
- ⊙

SET BRASS DISK MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED L.S. 8067
- ⦿

FOUND BRASS DISK MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED L.S. 8067
- ⊗

COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" (TO BE SET PER CC MAPS 53)
- ⦿

FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- ⦿

FOUND 3/4" GALVANIZED PIPE WITH PLASTIC CAP STAMPED "LS 7944"
- ⦿

FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 4533"
- ⦿

FOUND SECTION CORNER AS NOTED
- ⦿

FOUND QUARTER CORNER AS NOTED
- AC

ACRES
- IOD/ROW

IRREVOCABLE OFFER FOR DEDICATION/RIGHT-OF-WAY
- I.P.

IRON PIPE
- NTS

NOT TO SCALE
- (OA)

OVERALL DISTANCE
- O.R.P.C.

OFFICIAL RECORDS OF PLACER COUNTY
- PUE

PUBLIC UTILITY EASEMENT
- (R)

RADIAL BEARING
- SF

SQUARE FEET

FINAL MAP OF
WESTPARK - PHASE 4
VILLAGE W-19B

WEST ROSEVILLE SPECIFIC PLAN PARCEL W-19B
SUBDIVISION NO. 000176

BEING ALL OF LOT 19 OF WESTPARK - PHASE 4 LARGE LOT SUBDIVISION,
SUBDIVISION NO. 000176, BOOK CC OF MAPS, PG 53, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 23
TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



WOOD RODGERS
DEVELOPING • INNOVATIVE • DESIGN • SOLUTIONS
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

NOVEMBER 2015

FINAL MAP OF
**WESTPARK - PHASE 4
VILLAGE W-19B**

WEST ROSEVILLE SPECIFIC PLAN PARCEL W-19B
SUBDIVISION NO. 000176

BEING ALL OF LOT 19 OF WESTPARK - PHASE 4 LARGE LOT SUBDIVISION,
SUBDIVISION NO. 000176, BOOK CC OF MAPS, PG 53, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 23
TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

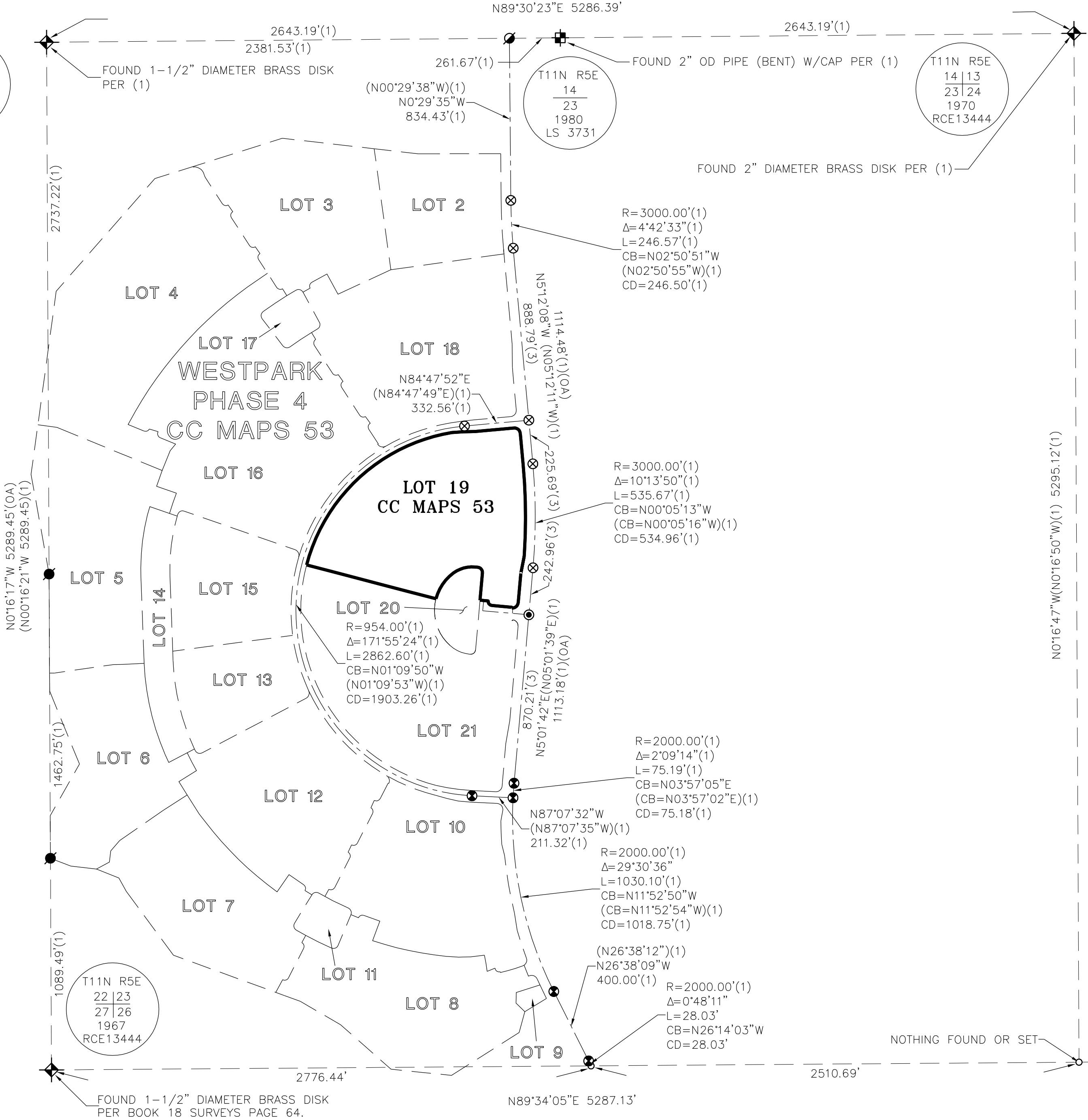


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3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

NOVEMBER 2015

Sheet 3 of 9

1828.027



OVERALL BOUNDARY SITE PLAN

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

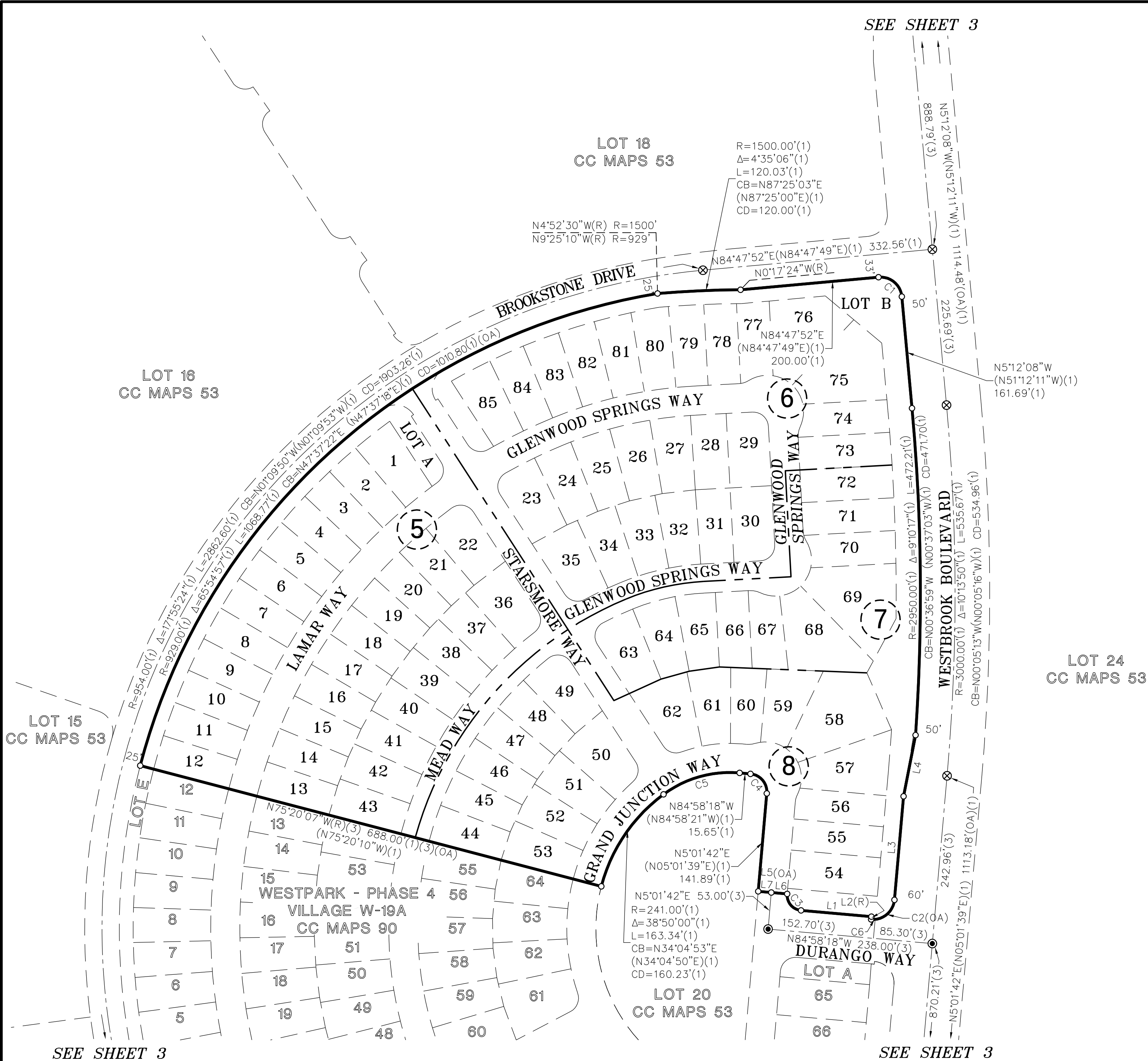
FOUND BRASS DISK IN WELL STAMPED PER (1)

N89°28'27"E 5282.21(2)
(N89°28'24"E 5282.18)(1)

BASIS OF BEARINGS

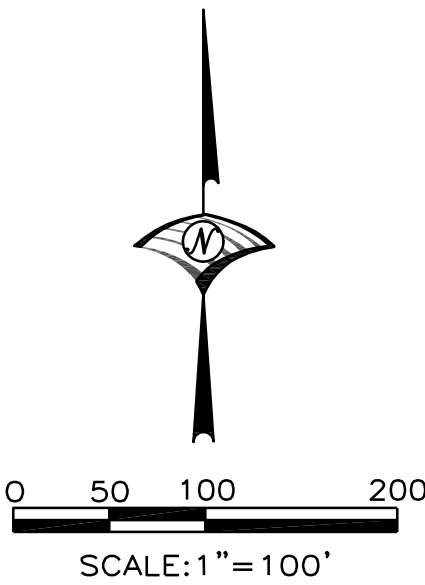
T11N R5E R6E
S24|S19
S25|S30
1994
LS 5854

Sheet 3 of 9



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	31.00'(1)	90°00'00"(1)	48.69'(1)	N50°12'08"W(N50°12'11"W)(1)	43.84'(1)
C2	31.00'(1)	90°00'00"(1)	48.69'(1)	N50°01'42"E(N50°01'39"E)(1)	43.84'(1)
C3	22.00'(1)	90°00'00"(1)	34.56'(1)	N39°58'18"W(N38°58'21"W)(1)	31.11'(1)
C4	26.00'(1)	90°00'00"(1)	40.84'(1)	N39°58'18"W(N38°58'21"W)(1)	36.77'(1)
C5	161.00'(1)	41°31'49"(1)	116.70'(1)	N74°15'48"E(N74°15'44"E)(1)	114.16'(1)
C6	31.00'(1)	10°32'36"(1)	5.70'(1)	N89°45'24"E(N89°45'21"E)(1)	5.70(1)

Line Table - This Sheet Only		
No.	Bearing	Length
L1	N84°58'18"W(N84°58'21"W)(1)	102.00'(1)
L2	N5°01'42"E(N5°01'39"E)(1)	4.00'(1)
L3	N5°01'42"E(N5°01'39"E)(1)	150.00'(1)
L4	N11°05'06"E(N11°05'02"E)(1)	90.00'(1)
L5	N84°58'18"W(N84°58'21"W)(1)	42.00'(1)
L6	N84°58'18"W(3)	23.00'(3)
L7	N84°58'18"W(3)	19.00'(3)

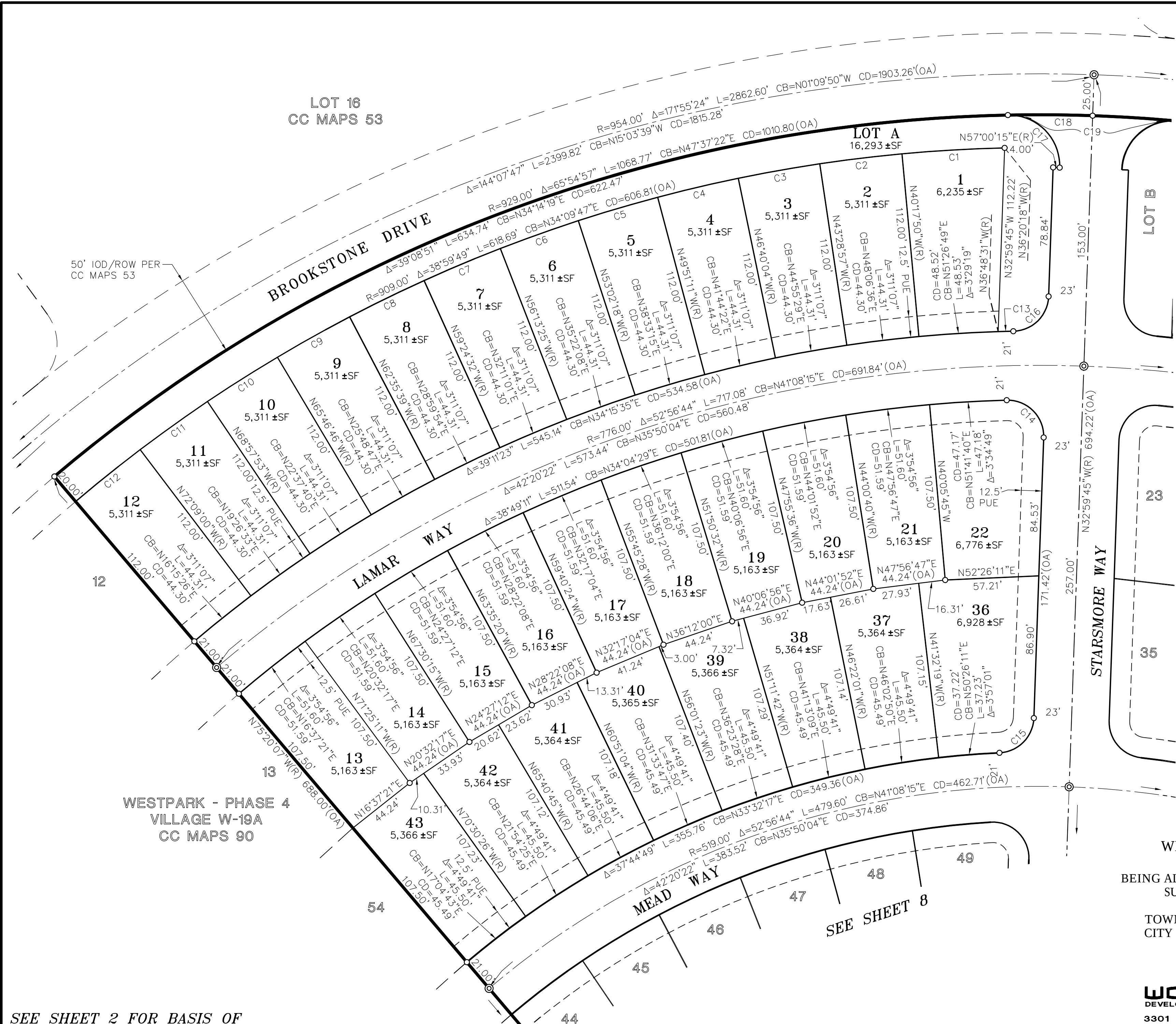


FINAL MAP OF
**WESTPARK - PHASE 4
VILLAGE W-19B**
WEST ROSEVILLE SPECIFIC PLAN PARCEL W-19B
SUBDIVISION NO. 000176
BEING ALL OF LOT 19 OF WESTPARK - PHASE 4 LARGE LOT SUBDIVISION,
SUBDIVISION NO. 000176, BOOK CC OF MAPS, PG 53, O.R.P.C.
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CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

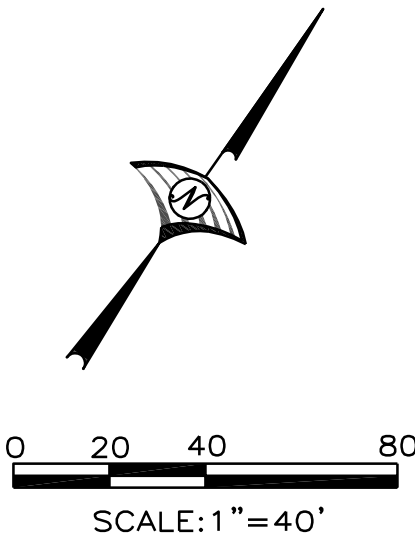


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Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	909.00'	3°57'32"	62.81'	N51°40'56"E	62.80'
C2	909.00'	3°11'07"	50.53'	N48°06'36"E	50.53'
C3	909.00'	3°11'07"	50.53'	N44°55'29"E	50.53'
C4	909.00'	3°11'07"	50.53'	N41°44'22"E	50.53'
C5	909.00'	3°11'07"	50.53'	N38°33'15"E	50.53'
C6	909.00'	3°11'07"	50.53'	N35°22'08"E	50.53'
C7	909.00'	3°11'07"	50.53'	N32°11'01"E	50.53'
C8	909.00'	3°11'07"	50.53'	N28°59'54"E	50.53'
C9	909.00'	3°11'07"	50.53'	N25°48'47"E	50.53'
C10	909.00'	3°11'07"	50.53'	N22°37'40"E	50.53'
C11	909.00'	3°11'07"	50.53'	N19°26'33"E	50.53'
C12	909.00'	3°11'07"	50.53'	N16°15'26"E	50.53'
C13	797.00'	0°39'48"	9.23'	N53°31'22"E	9.23'
C14	22.00'	93°31'11"	35.91'	N79°45'20"W	32.05'
C15	22.00'	85°24'26"	32.79'	N9°42'28"E	29.84'
C16	22.00'	86°51'01"	33.35'	N10°25'46"E	30.25'
C17	31.00'	93°11'31"	50.42'	N79°35'30"W	45.04'
C18	929.00'	3°11'31"	51.75'	N55°24'30"E	51.75'
C19	929.00'	6°23'01"	103.51'	N57°00'15"E	103.45'



FINAL MAP OF
WESTPARK - PHASE 4
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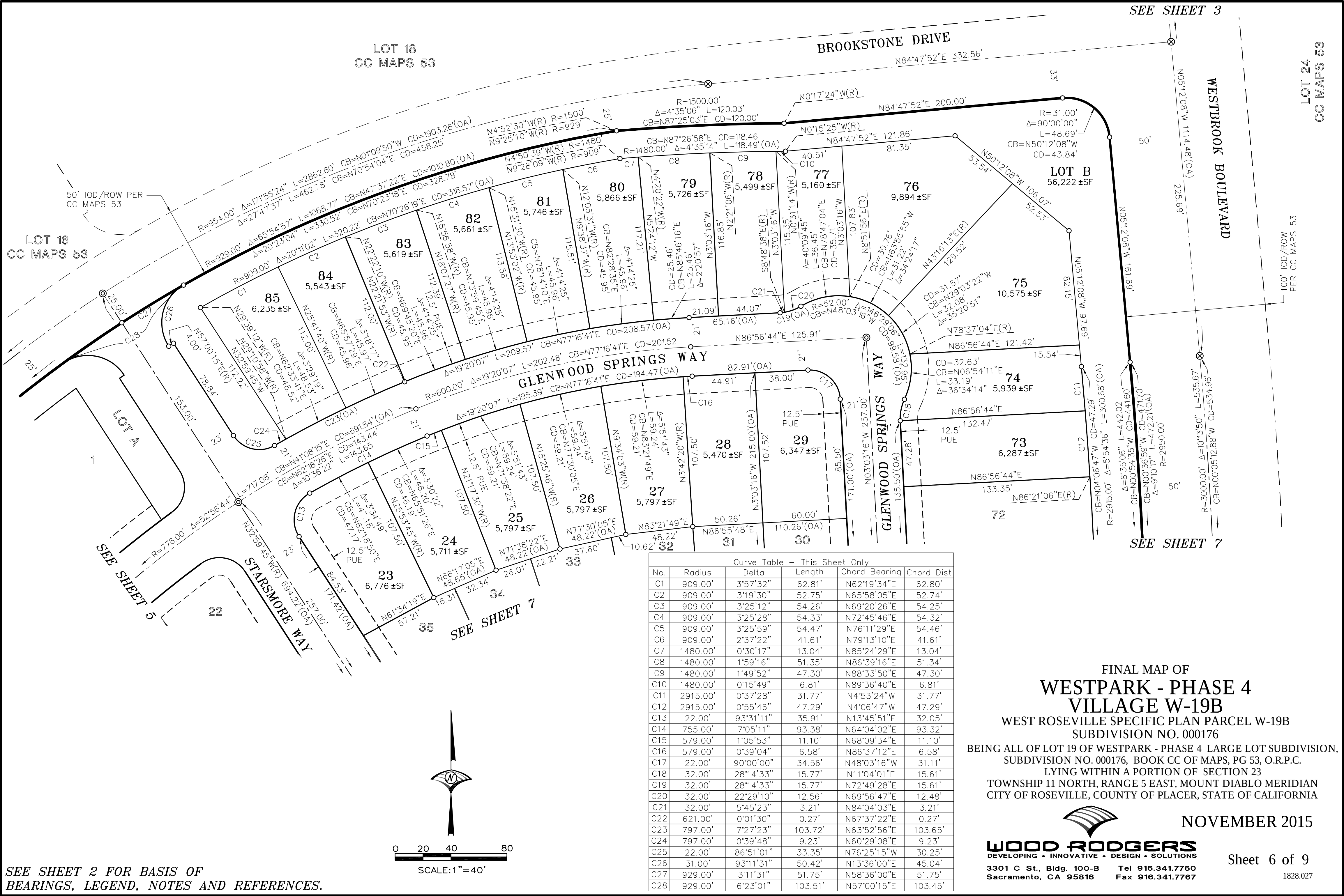
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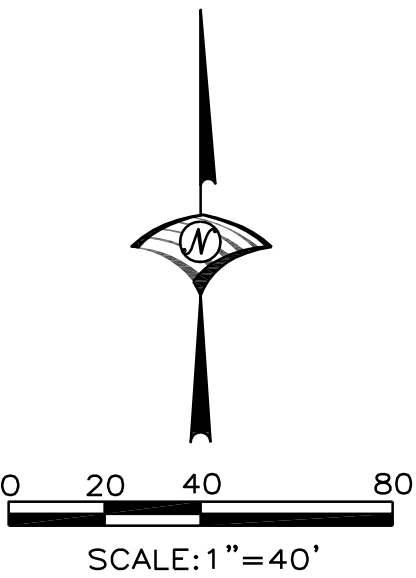
Sheet 5 of 9

1828.027

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

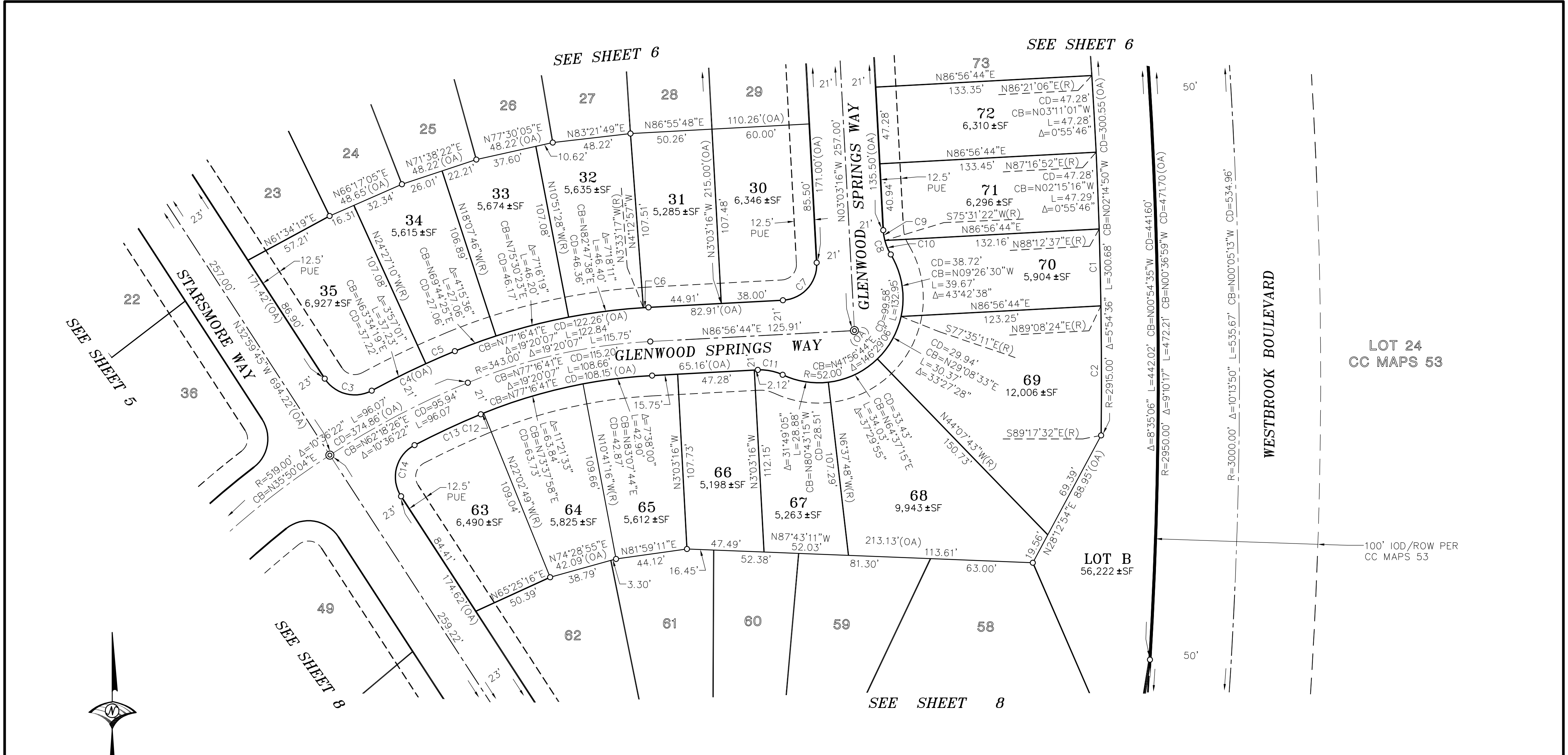


Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	909.00'	3°57'32"	62.81'	N62°19'34"E	62.80'
C2	909.00'	3°19'30"	52.75'	N65°58'05"E	52.74'
C3	909.00'	3°25'12"	54.26'	N69°20'26"E	54.25'
C4	909.00'	3°25'28"	54.33'	N72°45'46"E	54.32'
C5	909.00'	3°25'59"	54.47'	N76°11'29"E	54.46'
C6	909.00'	2°37'22"	41.61'	N79°13'10"E	41.61'
C7	1480.00'	0°30'17"	13.04'	N85°24'29"E	13.04'
C8	1480.00'	1°59'16"	51.35'	N86°39'16"E	51.34'
C9	1480.00'	1°49'52"	47.30'	N88°33'50"E	47.30'
C10	1480.00'	0°15'49"	6.81'	N89°36'40"E	6.81'
C11	2915.00'	0°37'28"	31.77'	N4°53'24"W	31.77'
C12	2915.00'	0°55'46"	47.29'	N4°06'47"W	47.29'
C13	22.00'	93°31'11"	35.91'	N13°45'51"E	32.05'
C14	755.00'	7°05'11"	93.38'	N64°04'02"E	93.32'
C15	579.00'	1°05'53"	11.10'	N68°09'34"E	11.10'
C16	579.00'	0°39'04"	6.58'	N86°37'12"E	6.58'
C17	22.00'	90°00'00"	34.56'	N48°03'16"W	31.11'
C18	32.00'	28°14'33"	15.77'	N11°04'01"E	15.61'
C19	32.00'	28°14'33"	15.77'	N72°49'28"E	15.61'
C20	32.00'	22°29'10"	12.56'	N69°56'47"E	12.48'
C21	32.00'	5°45'23"	3.21'	N84°04'03"E	3.21'
C22	621.00'	0°01'30"	0.27'	N67°37'22"E	0.27'
C23	797.00'	7°27'23"	103.72'	N63°52'56"E	103.65'
C24	797.00'	0°39'48"	9.23'	N60°29'08"E	9.23'
C25	22.00'	86°51'01"	33.35'	N76°25'15"W	30.25'
C26	31.00'	93°11'31"	50.42'	N13°36'00"E	45.04'
C27	929.00'	3°11'31"	51.75'	N58°36'00"E	51.75'
C28	929.00'	6°23'01"	103.51'	N57°00'15"E	103.45'

FINAL MAP OF
**WESTPARK - PHASE 4
VILLAGE W-19B**
WEST ROSEVILLE SPECIFIC PLAN PARCEL W-19B
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NOVEMBER 2015



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	2915.00'	0°55'47"	47.30'	N1°19'29"W	47.30'
C2	2915.00'	1°34'04"	79.76'	N0°04'34"W	79.76'
C3	22.00'	85°24'26"	32.79'	N75°41'58"W	29.84'
C4	540.00'	6°00'48"	56.68'	N64°36'13"E	56.65'
C5	540.00'	2°03'48"	19.45'	N66°34'43"E	19.44'
C6	364.00'	0°30'02"	3.18'	N86°41'44"E	3.18'
C7	22.00'	90°00'00"	34.56'	N41°56'44"E	31.11'
C8	32.00'	28°14'33"	15.77'	N17°10'32"W	15.61'
C9	32.00'	11°25'22"	6.38'	N8°45'57"W	6.37'
C10	32.00'	16°49'11"	9.39'	N22°53'13"W	9.36'
C11	32.00'	28°14'33"	15.77'	N78°55'59"W	15.61'
C12	322.00'	0°20'34"	1.93'	N67°46'54"E	1.93'
C13	498.00'	5°10'53"	45.04'	N65°01'11"E	45.02'
C14	22.00'	95°25'29"	36.64'	N14°43'00"E	32.55'

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

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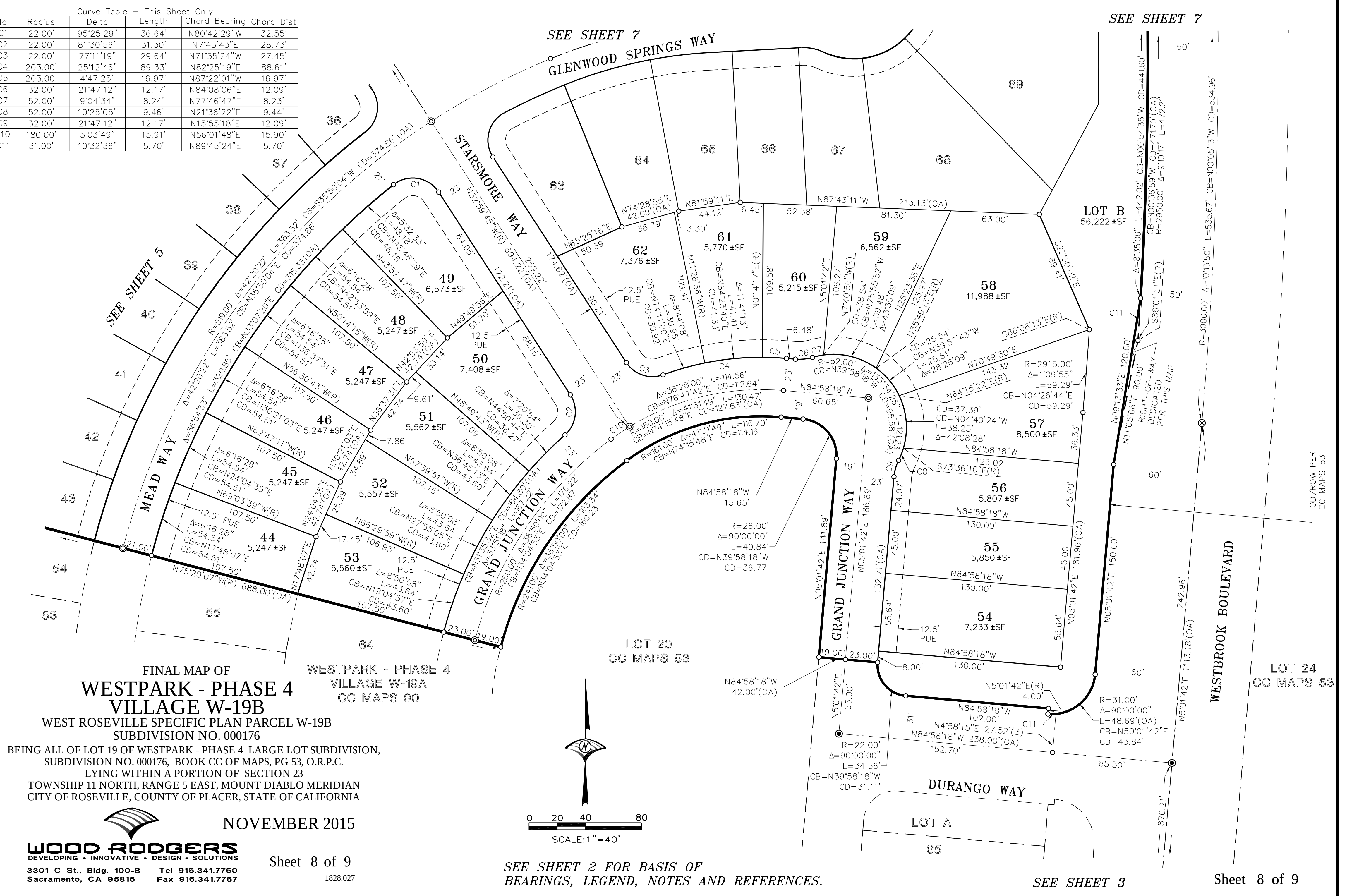
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NOVEMBER 2015

Sheet 7 of 9

1828.027

Curve Table – This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	22.00'	95°25'29"	36.64'	N80°42'29"W	32.55'
C2	22.00'	81°30'56"	31.30'	N7°45'43"E	28.73'
C3	22.00'	77°11'19"	29.64'	N71°35'24"W	27.45'
C4	203.00'	25°12'46"	89.33'	N82°25'19"E	88.61'
C5	203.00'	4°47'25"	16.97'	N87°22'01"W	16.97'
C6	32.00'	21°47'12"	12.17'	N84°08'06"E	12.09'
C7	52.00'	9°04'34"	8.24'	N77°46'47"E	8.23'
C8	52.00'	10°25'05"	9.46'	N21°36'22"E	9.44'
C9	32.00'	21°47'12"	12.17'	N15°55'18"E	12.09'
C10	180.00'	5°03'49"	15.91'	N56°01'48"E	15.90'
C11	31.00'	10°32'36"	5.70'	N89°45'24"E	5.70'

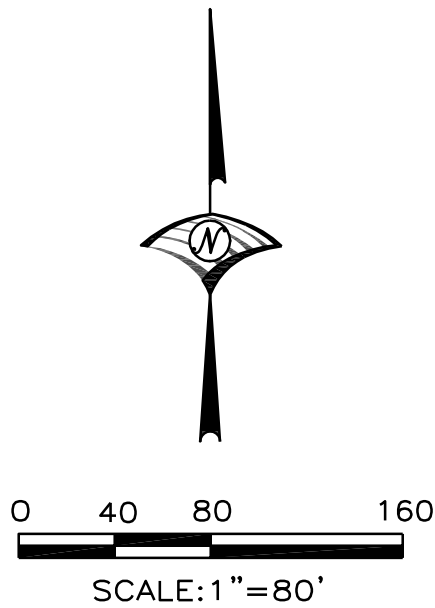
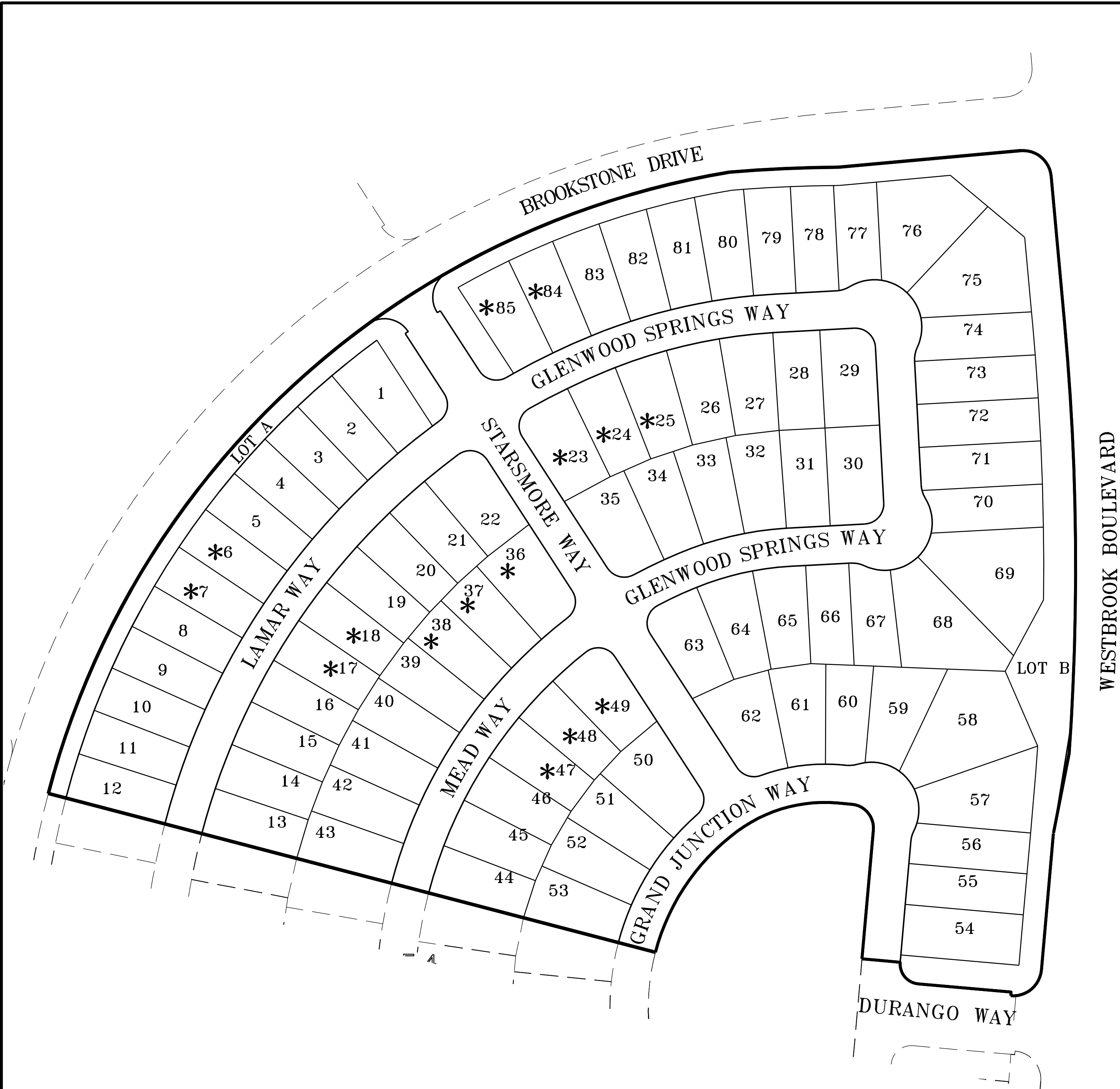


**ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY
PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE.**

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING, OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

***** DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.



FINAL MAP OF
**WESTPARK - PHASE 4
VILLAGE W-19B**

WEST ROSEVILLE SPECIFIC PLAN PARCEL W-19B
SUBDIVISION NO. 000176

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NOVEMBER 2015



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Sheet 9 of 9

1828.027

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



COUNCIL COMMUNICATION

CC #: 7230
File #: 0721-05

Title: Harding to Royer Bike Trail Segment 3 Project - Professional Services Agreement Amendment
Contact: Cathy Gosalvez 746-1300 cgosalvez@roseville.ca.us

Meeting Date: 11/4/2015
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Recommend that City Council approve the First Amendment to the Professional Services Agreement between the City of Roseville and Interwest Consulting Group, Inc. for Acquisition and Escrow Coordination Services for the Harding to Royer Bike Trail Segment 3 Project, and authorize the City Manager to execute it on behalf of the City.

BACKGROUND

The Harding Boulevard to Royer Park Bikeway is identified in the Bicycle Master Plan as a priority project. This Class I bikeway is located along the north side of Dry Creek and will connect the Miner's Ravine Bike Trail to Royer Park.

To expedite construction of the project, the bikeway was broken up into three segments. Segments 1 and 2 have been completed, connecting Sierra College Blvd with the downtown area at Folsom Road. Segment 3 will extend the bike trail near Folsom Road on an existing service road that is next to Dry Creek and used only by city maintenance vehicles and work vehicles from a tree service business. The tree business uses this service road to get to the rear of their building where they store their vehicles and equipment. Segment 3 will end at the rear of the proposed relocated Fire Station No. 1 on Lincoln Street.

Due to concerns with mixing pedestrians, bicyclists and maintenance vehicles on Segment 3 of the Harding to Royer Bike Trail, a new access point for the tree business vehicles had to be developed to keep them off of the bike trail that replaced their existing service road. The new access point will be through the public parking lot on Lincoln Street which will be constructed with Fire Station No. 1. Additional negotiations with the property owners are necessary to obtain their support for the new vehicle access point. The result is the need for additional consultant oversight and acquisition negotiations.

The contract amendment for this additional work is \$19,950.00 bringing the total contract amount

to \$36,450.00.

FISCAL IMPACT

No funds from the City's General Fund are required. The project is being funded with Transportation Development Act (TDA) funds and Congestion Mitigation and Air Quality (CMAQ) funds. There are sufficient funds within the project budget for this amendment and to complete the project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000.00 in direct government spending. Based on that, this amended contract will generate approximately one fifth of a job.

ENVIRONMENTAL REVIEW

CEQA compliance for this trail project was achieved in 2004 with certification of the Harding Boulevard to Royer Park Bikeway Project Final EIR (State Clearinghouse No. 2000122078). No further CEQA action is required to implement the project.

Respectfully Submitted,

Cathy Gosalvez, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution 15-481

Amendment to Service Agreement

Bike Trail Exhibit

RESOLUTION NO. 15-481

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND INTERWEST CONSULTING GROUP, INC.,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a first amendment to professional services agreement for the Harding to Royer Bike Trail Segment 3 project, by and between the City of Roseville and Interwest Consulting Group, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said first amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: Harding to Royer Bike Path Segment 3

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Interwest Consulting Group, Inc., a Colorado corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated March 2, 2011, ("Agreement") regarding real estate services for the Harding to Royer Bike Path Segment 3 Project ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated September 8, 2015, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services; and

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of this First Amendment to Agreement.
2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay nineteen thousand, nine hundred fifty dollars (\$19,950.00), in consideration of the additional services as set forth in Exhibit “A” to the First Amendment to Agreement. This brings the total not to exceed contract amount to thirty-six thousand, four hundred fifty dollars (\$36,450.00).”

3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

INTERWEST CONSULTING GROUP,
INC., a Colorado corporation

BY: _____
ROB JENSEN
Acting City Manager

BY: _____
its: President

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its: CFO

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
RHON HERNDON
Public Works Director

EXHIBIT “A”

September 8, 2015

Cathy Gosalvez, Assistant Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678



**Re: Harding to Royer Bike Trail Project
Interwest Consulting Group Budget Amendment Request, Increase in Scope and Fee**

Dear Cathy:

As you are aware, City staff and the consultant team has considered a number of design options to address and minimize impacts to the property owners which resulted in a change of scope due to:

- Protracted interaction with the property owners and the design team regarding various design options to perpetuate access to the rear of Kemper's property.
- Discussions with the City Attorney's office and Risk Management regarding design options and the associated risks.
- Facilitating discussions among the impacted property owners to arrive at a solution that is acceptable to all parties with regard to access.
- Coordination of the overall design with the adjoining Fire Station site plan.

The factors noted above have led to additional time involvement for project oversight and negotiations. The attached budget amendment request will address the remaining real estate activities on this project to include:

- Work with the City Attorney's office to prepare and complete the necessary Acquisition related documents; including the Purchase Agreement, Deeds, Escrow Instructions and any other documents necessary to complete the transactions.
- Coordinate with Appraiser.
- Coordinate with Engineering/Surveying to prepare legal and plat descriptions to effectuate the acquisition and accommodate access through adjoining properties, including the City's Fire Station.
- Tender offers and negotiate with three separate property owners.
- Escrow Coordination with the City and Title Company.
- Coordinate and prepare Caltrans ROW Certification.
- Inclusion of a sub-consultant Agreement with Henry Spoto for Appraisal Review services in the amount of \$3,000 (\$1,000 for each appraisal review).

The additional services described above result in a total not-to-exceed contract amendment of \$19,950.00 Please review attached Contract Change Request estimate for a breakdown of the proposed remaining costs. Please feel free to contact me at (916) 273-4689 if you have any questions.

Sincerely,

Julie Cline
Director of Real Estate Services

Enclosure



INTERWEST CONSULTING GROUP
Contract Change Request
Harding to Royer Bike Trail Project

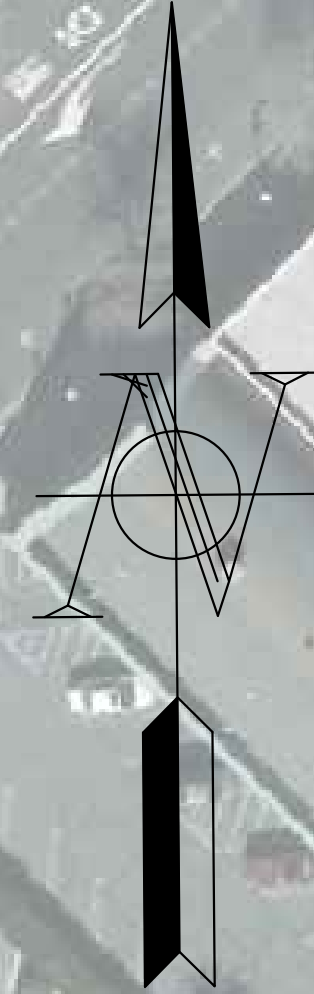
Date: September 8, 2015

Balance of Existing Contract through August 31, 2015

\$4,505.00

<u>TASK</u>	<u>STAFF</u>	<u>HOURS</u>	<u>HOURLY RATES</u>	<u>COSTS</u>
Acquisition/Negotiation:				
Prepare Acquisition Documents, Coordinate w/Appraiser				
Negotiate w/3 Property Owners	Cline	3@ \$4,000 each	\$130.00	\$ 12,000.00
Project close-out, Admin Settlement Memorandum	Wong		\$90.00	
Title and Escrow Closing Services:				
Escrow Coordination	Wong	3 @ 10	\$90.00	\$ 2,700.00
Caltrans ROW Certification	Wong	25	\$90.00	\$ 2,250.00
Sub-Consultant Henry Spoto - Appraisal Review	Henry Spoto	3 @ \$1,000 Each		\$ 3,000.00
Total Contract Amended				\$ 18,950.00

HARDING TO ROYER BIKE TRAIL SEGMENT 3



EXISTING BIKE TRAIL

TREE SERVICE BUSINESS
CURRENTLY ACCESSSES THE
BACK OF BUILDING FROM THIS
SERVICE ROAD OFF OF FOLSOM
ROAD

LINDA DRIVE

EASEMENT NEEDED
FOR ACCESS RD

PROPOSED ACCESS ROAD
THROUGH PUBLIC PARKING
LOT AND PRIVATELY OWNED
PROPERTY

NEW FIRE STATION #1 SITE

LINCOLN AVE.

CITY MUNICIPAL
PARKING LOT

DRY CREEK

BIKE TRAIL TO BE
CONSTRUCTED W/
FIRE STATION GRADING

EXISTING PROPERTY LINES
EXTEND INTO CREEK

PROPOSED
BIKE TRAIL
ON EXISTING
SERVICE ROAD

FOLSOM RD.

L10115



COUNCIL COMMUNICATION

CC #: 7248
File #: 0109-02

Title: Street Closure Request - City Christmas Tree Installation - November 17, 2015
Contact: Jamie Hazen 774-5978 jhazen@roseville.ca.us

Meeting Date: 11/4/2015
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff is requesting the City Council to adopt a resolution authorizing the Acting City Manager or his designee to approve street closures in the downtown area on Tuesday, November 17, 2015 to install the City Christmas tree at the Vernon Street Town Square (VSTS) between 7:00 a.m.-12 p.m.

- Vernon Street between South Grant Street and East Washington Boulevard

BACKGROUND

On November 17th, 2015 a contractor will install the City's Christmas tree, a white fir, utilizing a 90 foot crane. The street closures should have very limited effect on business in the downtown area, for the portion being closed to thru traffic would only impact parking in front of the Post Office.

Parks, Recreation & Libraries staff have notified Transportation for potential impacts to bus service.

In addition to notifying residents and businesses directly impacted, and in response to questions from our merchants in the downtown area, we continue to provide the "Downtown Roseville Area Street Closures" e-newsletter. Anyone interested can sign up for this e-newsletter or any other city e-newsletter at www.roseville.ca.us/portal.

FISCAL IMPACT

Funding for this event is included in the Parks, Recreation and Libraries FY2015/16 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Although there are no jobs created as a result of events in downtown area, the exposure could have a positive impact to the businesses in the downtown area.

ENVIRONMENTAL REVIEW

To safely accommodate the event requires temporary street closures. The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Because the request for temporary street closures does not include the potential for a significant environmental effect, it is not subject to CEQA.

Respectfully Submitted,

Jamie Hazen, Community Relations Analyst

Dominick Casey, Assistant City Manager



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 15-483

RESOLUTION NO. 15-483

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING
THE CLOSING OF CERTAIN STREETS FOR THE INSTALLATION OF THE CITY
CHRISTMAS TREE

WHEREAS, City staff is requesting the closure of certain streets for the installation of the City Christmas Tree, and

WHEREAS, the Council desires to formally approve said request, with certain conditions,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the request to install the City Christmas Tree ("the event") on Tuesday, November 17, 2015, is hereby approved subject to the following terms and conditions:

1. Vernon Street, between South Grant Street and East Washington Boulevard, may be closed to traffic between 7:00 a.m. and 12:00 p.m. on Tuesday, November 17, 2015.
2. Adequate barriers and warning signs, as requested by the Acting City Manager, shall be placed at all street entrances and alleys leading into the closed area. No markings of any kind will be permitted on the street.
3. All debris, booths, exhibits, or other materials resulting from the event shall be completely removed and the alleyway shall be reopened to traffic by 12:00 p.m. on the date of the event.
4. The City of Roseville shall notify in writing all businesses located on the streets to be closed of the event and the planned street closures not later than five (5) days in advance of the event.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____, 20____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 7234
File #: 0109-02

Title: Street Closure Request - Turkey Trot Fun Run - November 26, 2015
Contact: Jamie Hazen 774-5978 jhazen@roseville.ca.us

Meeting Date: 11/4/2015
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff is requesting the City Council to adopt a resolution authorizing the Acting City Manager or his designee to approve street closures in the downtown area on November 26, 2015 for the Turkey Trot Fun Run from a range between 5:00 a.m. -12:00 p.m.

Exhibit A: List of streets to be closed & times
Exhibit B: 5K run route map
Exhibit C: 10K route map

BACKGROUND

The Parks, Recreation & Libraries Department will be hosting the 3rd annual Turkey Trot 5K/ 10K Fun Run on Thursday, November 26, 2015. The event starts at 9:00 a.m. In 2014 the Turkey Trot brought out approximately 2,300 participants and spectators to the downtown area. This year we are expecting near 3,000. Proceeds from this event are benefiting the City of Roseville's At Risk Youth Programs. We are also encouraging non-perishable food donations to help support Saint Vincent DePaul's effort to feed the hungry in Roseville.

City staff will be sending out information letters to all the residents and businesses that may be impacted by closing streets and creating detours for this event. Although staff is requesting streets to be closed until 12:00 p.m., staff will monitor the flow of the event and will open up streets earlier when possible.

Parks and Recreation staff collaborated closely with Public Works, Police, and Fire Departments respectively to ensure this route will achieve the goal of providing a safe, friendly and exceptional experience for all who participate and spectate.

In addition to notifying residents and businesses directly impacted, and in response to questions from our merchants in the downtown area, we continue to distribute the "Downtown Roseville Area

Street Closures" e-newsletter. Staff has also developed a new communication tool in an effort to inform and receive feedback from merchants and property owners regarding upcoming events that require a Vernon Street closure. The information/feedback form was sent to the Downtown Roseville Merchant's Association, Downtown Roseville Partnership and the Roseville Community Development Corporation.

FISCAL IMPACT

Funding for this event is included in the Parks, Recreation and Libraries FY2015/16 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Although there are no jobs created as a result of events in downtown area, the exposure could have a positive impact to the businesses in the downtown area.

ENVIRONMENTAL REVIEW

To safely accommodate the event requires temporary street closures. The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3). Because the request for temporary street closures does not include the potential for a significant environmental effect, it is not subject to CEQA.

Respectfully Submitted,

Jamie Hazen, Community Relations Analyst

Dominick Casey, Assistant City Manager



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution 15-484

Turkey Trot Exhibits A, B and C

RESOLUTION NO. 15-484

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING
THE CLOSING OF CERTAIN STREETS FOR THE TURKEY TROT FUN RUN

WHEREAS, City staff is requesting the closure of certain streets for the Turkey Trot Fun Run, and

WHEREAS, the Council desires to formally approve said request, with certain conditions,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the request to hold the Turkey Trot Fun Run ("the event") on Thursday, November 26, 2015, is hereby approved subject to the following terms and conditions:

1. The following streets may be closed to traffic between 5:00 a.m. and 12:00 p.m. on Thursday, November 26, 2015:

- a. Vernon Street, between 6th and Taylor Road; and
- b. Vernon Street, between Taylor and Folsom Roads; and
- c. Folsom Road, between Yosemite Road and Maciel Avenue; and
- d. 6th Street, between Vernon Street and Mayfair Drive; and
- e. 5th Street, between Vernon and D Street; and
- f. E Street, between Vernon & 6th Streets; and
- g. Taylor Street, between Atlantic and Vernon Streets; and
- h. S. Grant Street, between Atlantic and Oak Streets; and
- i. Atlantic Street, between Taylor and Yosemite Streets; and
- j. Linda Drive, between Lincoln Street and Folsom Road; and
- k. E. Washington Boulevard, between Atlantic and Vernon Streets; and
- l. Lincoln Street, between Atlantic and Oak Streets; and
- m. Jefferson Street, between Atlantic and Vernon Streets.

2. Adequate barriers and warning signs, as requested by the City Manager, shall be placed at all street entrances and alleys leading into the closed area. No markings of any kind will be permitted on the street.

3. All debris, booths, exhibits, or other materials resulting from the event shall be completely removed and the alleyway shall be reopened to traffic by 12:00 p.m. on the date of the event.

4. The City of Roseville shall notify in writing all businesses located on the streets to be closed of the event and the planned street closures not later than five (5) days in advance of the event.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

ATTEST:

MAYOR

City Clerk

Street Closures for the Roseville Turkey Trot on November 26, 2015. Event time 9am-11:00am.

The times listed below are approximates. We will make every attempt to re-open streets as soon as possible and when all is safe for participants.

<u>Streets</u>	<u>Closed</u>	<u>Re-opened</u>
Vernon St between 6 th St. & Taylor Rd.	5:00am	10:30am
Vernon St between Taylor Rd. & Folsom Rd.	5:00am	12:00pm
Folsom Rd between Yosemite Rd. & Maciel Ave.	8:00am	12:00pm
6 th Street between Vernon & Mayfair Dr.	8:30am	10:00am
5 th Street between Vernon & D St.	8:30am	10:00am
E Street between Vernon & 6 th St.	8:30am	10:00am
Taylor St. between Atlantic & Vernon	5:00am	10:30am
S. Grant St. between Atlantic & Oak	5:00am	12:00pm
Atlantic St between Taylor St & Yosemite	5:00am	12:00pm
Linda Dr between Lincoln & Folsom Rd	5:00am	12:00pm
E. Washington between Atlantic & Vernon	5:00am	12:00pm
Lincoln St between Atlantic & Oak	5:00am	12:00pm
Jefferson St. between Atlantic & Vernon	5:00am	12:00pm

EXHIBIT A

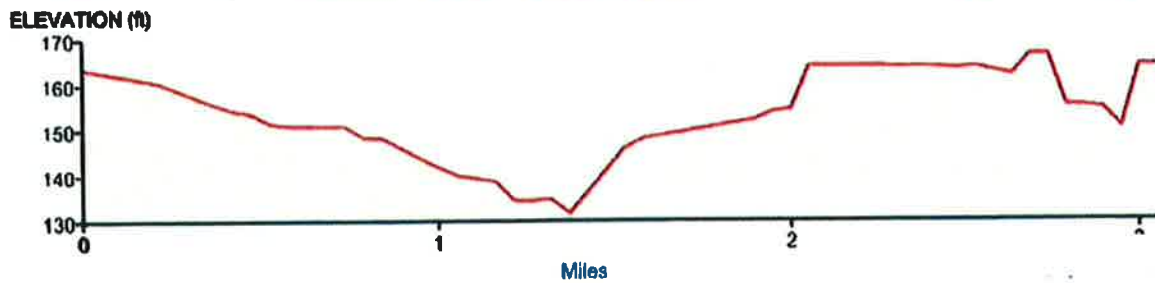
Page 2 of 2

Cierres de calle para el trote de Roseville Turquía el 27 de noviembre de 2014. Hora del evento 9-11:30.

Los tiempos mencionados son aproximados. Haremos todo lo posible para volver a abrir las calles tan pronto como sea posible y cuando todo es seguro para los participantes.

<u>Calles</u>	<u>cerraron</u>	<u>re-abierto</u>
Vernon St entre 6th St & Taylor Rd.	5:00am	10:30am
Vernon St entre Taylor Rd. & Folsom Rd.	5:00am	12:00pm
Folsom Rd entre Yosemite Rd. & Maciel Ave.	8:00am	12:00pm
6 th St. entre Vernon & Mayfair Dr.	8:30am	10:00am
5 th St. entre Vernon & D St.	8:30am	10:00am
E calle entre Vernon & 6th St.	8:30am	10:00am
Taylor St entre Atlantic St & Vernon St.	5:00am	10:30am
S. Grant St entre Atlántico & Oak St	5:00am	12:00pm
Atlantic St entre Taylor St & Yosemite	5:00am	12:00pm
Linda Dr entre Lincoln & Folsom Rd	5:00am	12:00pm
E. Washington entre Atlantic & Vernon	5:00am	12:00pm
Lincoln St entre Atlantic & Oak St	5:00am	12:00pm
Jefferson St entre Atlantic & Vernon	5:00am	12:00pm

English Translation on back

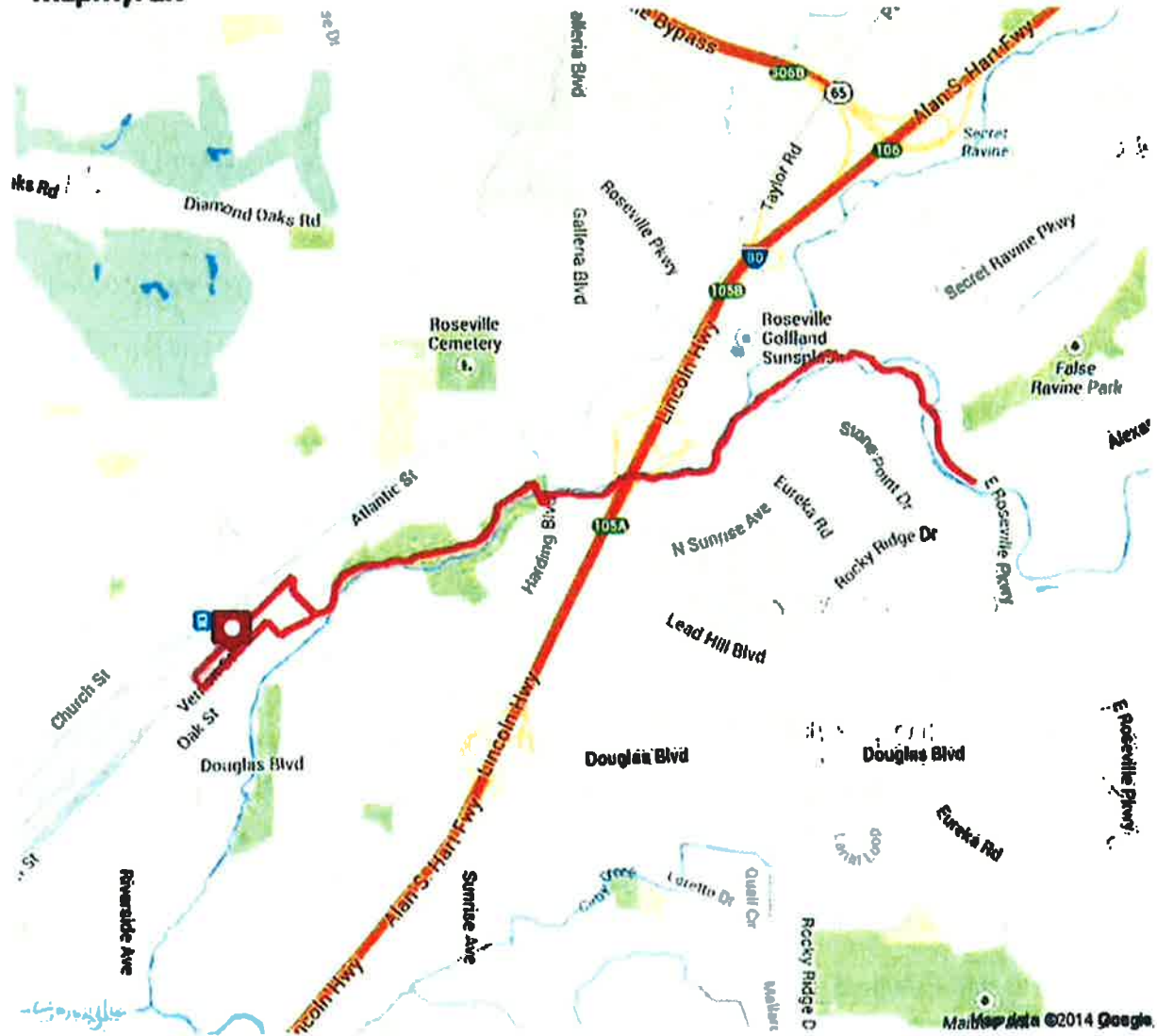


Head southwest on Vernon St toward S Grant St	0 mi (+0.84 mi)
Head south on E St toward 5th St	0.84 mi (+0.22 mi)
Turn right onto 6th St Destination will be on the right	1.06 mi (+0 mi)
Head west on 6th St toward La Rosa Ct	1.07 mi (+0.2 mi)
Head north on Vernon St toward 5th St	1.27 mi (+1.02 mi)
Head northwest on Taylor St toward Atlantic St	2.29 mi (+0.03 mi)
Continue onto Atlantic St	2.32 mi (+0.01 mi)
Head northeast on Atlantic St toward S Grant St	2.33 mi (+0.41 mi)
Head northeast on Atlantic St toward Vernon St	2.74 mi (+0 mi)
Turn right onto Vernon St	2.74 mi (+0.05 mi)
Turn left onto Folsom Rd	2.79 mi (+0.09 mi)
Head southeast on Folsom Rd toward Linda Dr	2.88 mi (+0 mi)
Turn right onto Linda Dr	2.88 mi (+0.12 mi)
Head northwest on Lincoln St toward Vernon St	3 mi (+0.06 mi)
Head southwest on Vernon St toward S Grant St	3.05 mi (+0.15 mi)
Destination	3.05 mi (+0 mi)

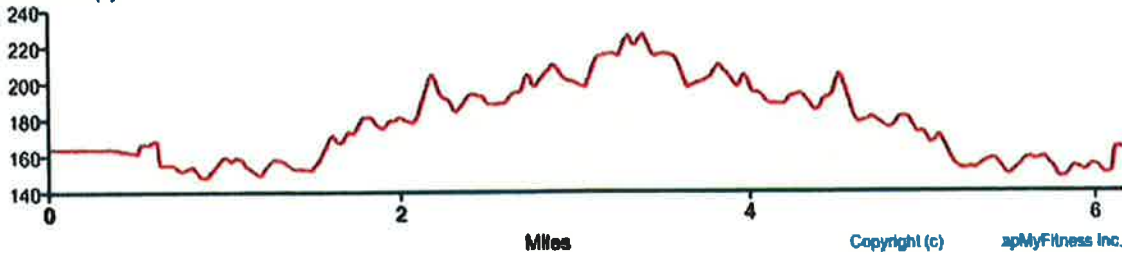


mapmyrun

10K
Distance: 6.16 mi
Elevation: 96.69 ft (Max: 227.0 ft)



ELEVATION (ft)



Copyright (c) xPMyFitness Inc.

Head southwest on Vernon St toward S Grant St	0 mi (+0.12 mi)
Head northeast on Vernon St toward Taylor St	0.12 mi (+0 mi)
Turn left onto Taylor St	0.12 mi (+0.03 mi)
Continue onto Atlantic St	0.16 mi (+0.01 mi)
Head northeast on Atlantic St toward S Grant St	0.16 mi (+0.41 mi)
Head northeast on Atlantic St toward Vernon St	0.57 mi (+0 mi)
Turn right onto Vernon St	0.58 mi (+0.05 mi)
Turn left onto Folsom Rd	0.62 mi (+0.09 mi)
Head northeast on Miner's Ravine Trail	0.71 mi (+0.53 mi)
Head east on Miner's Ravine Trail	1.25 mi (+0.16 mi)
Slight right to stay on Miner's Ravine Trail Destination will be on the right	1.4 mi (+0.12 mi)
Head southeast on Miner's Ravine Trail	1.53 mi (+0.07 mi)
Head northeast on Miner's Ravine Trail	1.6 mi (+0.01 mi)
Turn left	1.61 mi (+0.05 mi)
Head east toward Miner's Ravine Trail	1.66 mi (+0.09 mi)
Continue straight onto Miner's Ravine Trail Destination will be on the left	1.75 mi (+0.3 mi)
Head east on Miner's Ravine Trail	2.05 mi (+0.38 mi)
Head northeast on Miner's Ravine Trail	2.43 mi (+0.24 mi)
Slight right to stay on Miner's Ravine Trail	2.67 mi (+0.21 mi)
Head east on Miner's Ravine Trail toward False Ravine Trail	2.87 mi (+0.48 mi)
Head northwest on Miner's Ravine Trail toward False Ravine Trail	3.35 mi (+0.9 mi)
Head southwest on Miner's Ravine Trail	4.25 mi (+0.59 mi)
Head southwest on Miner's Ravine Trail	4.84 mi (+0.11 mi)
Slight right	4.95 mi (+0.1 mi)
Head south toward Miner's Ravine Trail	5.05 mi (+0.04 mi)

Turn right onto Miner's Ravine Trail	5.09 mi (+0.09 mi)
Head southwest on Miner's Ravine Trail toward Folsom Rd	5.18 mi (+0.62 mi)
Head southwest on Miner's Ravine Trail toward Folsom Rd	5.79 mi (+0.19 mi)
Continue onto Linda Dr	5.99 mi (+0.12 mi)
Head northwest on Lincoln St toward Vernon St	6.1 mi (+0.06 mi)
Head southwest on Vernon St toward S Grant St	6.16 mi (+0.15 mi)
Destination	6.16 mi (+0 mi)

MapMyRun • <http://mapmyrun.com/routes/view/423859930>



COUNCIL COMMUNICATION

CC #: 7233
File #: 0109-02

Title: Street Closure Request - 54th Annual Sylvia Besana Holiday Parade - November 21, 2015
Contact: Jamie Hazen 774-5978 jhazen@roseville.ca.us

Meeting Date: 11/4/2015
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff is requesting the City Council adopt a resolution authorizing the Acting City Manager to execute an Agreement for Special Event and Temporary Street Closures with the Roseville Chamber of Commerce on November 21, 2015 for the 54th Annual Sylvia Besana Holiday Parade.

Street Closures for the Holiday Parade 7:00 a.m. – 12:30 p.m.
Vernon Street between Sixth Street and Lincoln Street
Folsom Road between Vernon Street and Roseville Square Shopping Center
South Grant Street between Oak and Atlantic Street

BACKGROUND

This year will mark the 54th year of the Annual Sylvia Besana Holiday Parade. The parade's name is in memory of one of Roseville's finest volunteers, and one of the founding members of this annual tradition.

The Holiday Parade, organized by the Roseville Chamber of Commerce, is set to start at 10:00 a.m., Saturday, November 21, 2015. The parade will begin at Riverside/Douglas/Vernon intersection, proceed east along Vernon Street, turn right at Folsom Road and finish behind the Roseville Square Shopping Center. Staging and registration for the parade will take place in the area of Vernon Street and Sixth Street.

In addition to notifying residents and businesses directly impacted, and in response to questions from our merchants in the downtown area, we continue to distribute the "Downtown Roseville Area Street Closures" e-newsletter. Anyone interested can sign up for this e-newsletter or any other city e-newsletter at www.roseville.ca.us/portal.

FISCAL IMPACT

The Roseville Chamber of Commerce will reimburse the City of Roseville for all costs incurred for street closures for the parade.

ECONOMIC DEVELOPMENT / JOBS CREATED

Although there are no jobs created as a result of events in downtown area, the exposure could have a positive impact to the businesses in the downtown area.

ENVIRONMENTAL REVIEW

The proposed Street Closure Agreement outlines applicant and City responsibilities for proposed temporary street closures required to safely accommodate the event. The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Because the request for approval of the Temporary Street Closure Agreement does not include the potential for a significant environmental effect, it is not subject to CEQA and no further action is required.

Respectfully Submitted,

Jamie Hazen, Community Relations Analyst

Dominick Casey, Assistant City Manager



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 15-485

Street Closure Agreement-Holiday Parade2015

RESOLUTION NO. 15-485

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND
ROSEVILLE CHAMBER OF COMMERCE AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Special Event and Temporary Street Closure regarding
54th Sylvia Besana Holiday Parade, between the City of Roseville and Roseville Chamber of
Commerce, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said agreement is hereby approved and that the City Manager is authorized to execute it on
behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR SPECIAL EVENT AND
TEMPORARY STREET CLOSURE

Event: 54th Annual Sylvia Besana Holiday Parade

THIS AGREEMENT is made and entered into this 21 day of November, 2015 by and between the City of Roseville, a municipal corporation ("CITY"), and Roseville Chamber of Commerce, a California nonprofit corporation ("PROMOTER"), and

W I T N E S S E T H:

WHEREAS, PROMOTER has requested the closure of certain public streets for the 54th Annual Sylvia Besana Holiday Parade ("Event") to be held on November 21, 2015; and

WHEREAS, CITY approves said request subject to the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. PROMOTER shall comply with all applicable provisions of the Roseville Municipal Code.

2. The following streets may be closed to traffic between 7:00 a.m. and 12:30 p.m. on Saturday, November 21, 2015:

a. Vernon Street, between 6th Street and Lincoln Street; and
b. S. Grant Street, between Oak Street and Atlantic Street; and
c. Folsom Road, between Vernon Street and Roseville Square Shopping Center.

3. The following public parking lots and/or garages may be closed to traffic on Saturday, November 21, 2015:

a. 316 Vernon Street Parking Lot from 7:00 a.m. to 12:30 p.m.

4. Adequate barriers and warning signs, as requested by the Public Works Director/City Engineer, shall be placed by City personnel at all street entrances and alleys leading into the closed area. No markings of any kind will be permitted on the street, street lights, or electrical poles.

5. All debris, booths, exhibits, or other materials resulting from the Event shall be completely removed and all streets and alleyways shall be reopened to traffic by 12:30 p.m. on the date of the Event.

6. PROMOTER shall notify in writing all businesses, located on the streets to be closed, of the Event and planned street closure not later than five (5) days in advance of the Event.

7. To the fullest extent allowed by law, PROMOTER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from, arising out of or in connection with the Event or the attendant street and/or garage closures, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

PROMOTER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

8. The PROMOTER shall obtain insurance covering the Event in accordance with the attached insurance requirements, which are incorporated herein by this reference.

9. CITY reserves the right to cancel this Agreement if PROMOTER has knowingly made a false statement of material fact or has knowingly omitted to state a material fact to CITY.

10. PROMOTER shall reimburse CITY for all staff costs incurred relating to this event including, but not limited to, street closure costs.

11. PROMOTER shall reimburse CITY for all staff costs incurred relating to this event including, but not limited to, street closure costs.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and PROMOTER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

ROSEVILLE CHAMBER OF
COMMERCE, a California
nonprofit corporation

BY: _____
ROB JENSEN
Acting City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: Wang A Gpy
its: CEO
and

BY: Ku Lil
its: BOARD PRESIDENT

APPROVED AS TO FORM:

BY: ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: DOMINICK CASEY
Parks, Recreation & Libraries Director



COUNCIL COMMUNICATION

CC #: 7244

File #: 0600

Title: Occupational Health Medical Services - Sutter Agreement

Contact: Dave Rawe 774-5207 drawe@oseville.ca.us

Meeting Date: 11/4/2015

Item #: 7.11.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council adopt a resolution to enter into a five year agreement for Medical Services with Sutter Medical Foundation, and authorize the Acting City Manager to execute said agreement.

BACKGROUND

The City of Roseville has utilized Sutter Medical Foundation to provide a variety of medical services to the City since December 2001. These services include fitness for duty examinations, treatment of injuries covered by the City's self-insured workers' compensation program, wellness examination and services, as well as drug and alcohol testing, as needed.

In June of 2015 the City solicited proposals from qualified facilities experienced in the area of occupational medicine. Sutter Medical Foundation was once again chosen based on the services they provide and their competitive rate structure.

Having established a strong working relationship with Sutter staff and satisfaction with the services provided over the last several years, it is recommended that a five year contract be approved.

FISCAL IMPACT

Sutter Medical Foundation's attached proposal reflects the cost of the comprehensive services to be provided. The contracted amount is not expected to exceed \$75,000 for the plan year and has been budgeted in the 2015/2016 Human Resources/Risk Management budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created by this action.

ENVIRONMENTAL REVIEW

Securing medical services are not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Dave Rawe, Risk Manager

Gayle Satchwell, Human Resources Director

ATTACHMENTS:

Description

Resolution No. 15-478

Sutter Medical Foundation Contract

Exhibit B to Sutter Medical Foundation Agreement for Occupational Health Services

RESOLUTION NO. 15-478

APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR OCCUPATIONAL HEALTH SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND SUTTER MEDICAL FOUNDATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for occupational health services, by and between the City of Roseville and Sutter Medical Foundation, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**PROFESSIONAL SERVICES AGREEMENT
FOR OCCUPATIONAL HEALTH SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), Sutter Medical
Foundation, A California Corporation ("SMF"), and Sutter Medical Group, A California
Corporation ("SMG") (SMF and SMG together referred to herein as "PROVIDER"); and

W I T N E S S E T H:

WHEREAS, CITY finds it necessary to provide certain medical services to job applicants
and employees, including, but not limited to, pre-employment physical examinations, workers'
compensation occupational health services, respiratory protection program services, wellness
program services, fitness for duty exams, blood-borne pathogen program services, drug and
alcohol abuse program services, and police and fire department specialized testing; and

WHEREAS, in response to CITY's Request for Proposal dated June 5, 2015 ("the RFP"),
PROVIDER has submitted a Proposal to CITY dated July 7, 2015 ("the Proposal"), attached
hereto as Exhibit "B," to provide the scope of services attached hereto as Exhibit "A." Both
Exhibits "A" and "B" are incorporated herein by this reference; and

WHEREAS, SMF has entered into a separate Professional Services Agreement with
SMG (the "PSA"), whereby SMF retains the services of physicians and advanced practice
clinicians employed by or contracted with SMG; and

WHEREAS, CITY has since separately contracted with another vendor to provide pre-employment physical examinations; and

WHEREAS, with the exception of the pre-employment physical examinations, PROVIDER is willing to provide all other services requested in the RFP and outlined in the Proposal.

NOW, THEREFORE, the parties agree as follows:

1. Services. PROVIDER agrees to perform all services as outlined in Exhibits "A" and "B" including, but not limited to, workers' compensation occupational health services, respiratory protection program services, wellness program services, fitness for duty exams, blood-borne pathogen program services, drug and alcohol abuse program services, and police and fire department specialized testing ("Medical Services") as more specifically provided in Exhibits "A" and "B." The pre-employment physical examinations referenced in Exhibits "A" and "B" are not included within the scope of this Agreement.

2. Compensation. SMF shall be compensated as provided in the fee schedule as set forth in the Proposal. (SMF will separately compensate SMG for its services pursuant to the PSA.) Once each month, SMF shall bill CITY for all Medical Services performed during the prior month. Each invoice shall show the employee's name, and for each employee, the date of exam, name of treating medical professional, the tests or procedures performed, the cost of each such test or procedure, a subtotal of cost for each employee, and a total cost for the month. CITY shall pay such invoices within thirty (30) calendar days of receipt, provided the services specified in the invoices have been satisfactorily completed.

Workers' compensation treatment shall be paid at rates not to exceed the California Relative Value Studies – Official Medical Fee Schedule (latest edition). After each

office visit, SMF shall bill CITY's workers' compensation administrator directly for all workers' compensation treatment performed during the visit. Each invoice shall show the employee's name, dates of treatment, name of the treating physician, the tests or procedures performed, the cost of each such test or procedure, and a total cost for the visit. Subject to applicable workers' compensation laws, CITY shall cause its workers' compensation administrator to pay such invoices within thirty (30) calendar days of receipt. CITY's workers' compensation administrator shall be billed.

3. Indemnification. To the fullest extent allowed by law, SMF and SMG each shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description that may be asserted by any person or entity, only in proportion to and to the extent such claims, suits, or actions are caused by or result from the negligent acts or willful misconduct of SMF and SMG, respectively, in connection with this Agreement, but excluding: (1) liabilities due to CITY's sole negligence or willful misconduct or (2) any liability arising as a result of an employment-related dispute (including but not limited to a lawsuit by an employee of CITY for employment discrimination based on results of PROVIDER's services, a lawsuit by an employee of CITY alleging breach of an employment statute or regulation, etc.). The parties intend that this provision shall be broadly construed.

SMF's and SMG's individual responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this

Agreement. Any indemnity obligations between SMF and SMG arising in connection with this Agreement shall be governed by the terms of the PSA.

4. Insurance. SMF agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$5,000,000 each occurrence Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

SMG agrees to continuously maintain, in full force and effect, workers' compensation insurance for its employees meeting statutory minimums, and medical professional liability insurance in an amount not less than \$1,000,000 per claim/\$3,000,000 aggregate.

a. Form. PROVIDER shall submit a certificate evidencing such respective coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. SMF Program of Self-Insurance; SMG Participation in Nonprofit Mutual Benefit Corporation and Self-Insurance. CITY accepts SMF's program of self-insurance through its own captive insurance company, Sutter Insurance Services Corporation (SISCO), for general and professional liability coverage, and its self-insured workers' compensation coverage. As a captive insurance company, SISCO cannot provide additional insured status to those other than

its parent and affiliated companies. PROVIDER shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to Risk Management. SMG fulfils its statutory duty to provide workers' compensation coverage to its employees through Medical Affiliated Groups Insurance of California, a nonprofit mutual benefit corporation ("MAGIC") of which SMG is a member. CITY accepts SMG's provision of workers' compensation coverage through MAGIC. CITY accepts SMG's program of self-insurance through its own captive insurance company, Sutter Physician Insurance Coalition, Inc. ("SPICI"), for general and professional liability coverage. As a captive insurance company, SPICI cannot provide additional insured status to those other than its parent and affiliated companies.

c. Cancellation/Modification. PROVIDER shall use best efforts to provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. PROVIDER agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, PROVIDER shall require its subcontractors to agree to be bound to PROVIDER and CITY in the same manner and to the same extent as PROVIDER is bound to CITY under

this Agreement. Additionally, PROVIDER shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve PROVIDER of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Access to Records. With the provision of at least thirty (30) calendar days written notice, duly authorized representatives of CITY shall have right of access during normal business hours to PROVIDER's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

6. Confidentiality. Each party shall, to the fullest extent permitted by law, protect the confidentiality of the other parties' confidential records and information, specifically including but not limited to, any patient or medical record information regarding any of PROVIDER's patients, information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets,

technical matters, systems, facilities, customer lists, product design, copyright, data, financial and accounting information, and other vital information (the “Confidential Information”). No party shall disclose Confidential Information without the prior written consent of the party to whom the Confidential Information belongs. CITY is not being provided a copy of the PSA and acknowledges that it has no right under this Agreement or otherwise to access or review the PSA, including but not limited to Section 5 of this Agreement. Notwithstanding the foregoing:

a. The parties understand and agree that certain information, including the rates and terms set forth in this Agreement, may be considered public records subject to disclosure by CITY pursuant to a public records request. **CITY represents that no individually identifiable patient information shall be considered public record, nor shall any such information be subject to disclosure by CITY other than as expressly permitted by applicable law.** If any person or entity serves a subpoena or makes a Public Records Act request (“PRA”) to review, or to be provided with copies of the PROVIDER’s proprietary material or any part thereof, CITY shall notify PROVIDER as soon as practicable and before compliance with the subpoena or PRA is required, and shall consult with PROVIDER, prior to responding to such request, regarding whether such a subpoena or PRA should be complied with or if a privilege or claim of confidentiality should be asserted.

b. Any party may disclose, without the consent of the other parties, Confidential Information to governmental agencies with respect to their oversight function as required by law, including but not limited to the California Department of Health Care Services, and the federal Centers for Medicare and Medicaid Services.

c. With respect to other disclosures required by law (i.e., not a public records request and not disclosure to a governmental agency with respect to its oversight function), a

party may disclose Confidential Information as required by law, provided that such disclosing party provides reasonable prior notice to the party to whom the Confidential Information belongs to enable such other party to attempt to prevent or limit the disclosure and the disclosing party assists the other party upon request in seeking relief from or limiting the disclosure.

d. No party shall be obligated to hold the following information in confidence (and such information shall not be deemed to be Confidential Information): information that is or becomes publicly available through no fault of the recipient, information developed by a party without using any Confidential Information, information lawfully possessed by a party before receipt from the disclosing party, and information lawfully disclosed to a party on a non-confidential basis from a person or entity that is not bound by a duty of confidentiality.

7. Time is of the Essence. PROVIDER acknowledges that CITY requires timely provision of Medical Services and that any failure to provide timely Medical Service may result in harm, both financial and bodily, to CITY and its employees. Therefore, time is of the essence of this Agreement.

8. Compliance with Laws. SMF, SMG and CITY shall each comply with all federal, state and local laws, ordinances and policies as may be applicable to the party's performance under this Agreement.

9. Ability to Perform. PROVIDER agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

10. Governing Agreement. The provisions of this Agreement, RFP and the Proposal are intended to be read together. In the event of any conflict, the provisions of this Agreement shall govern over those of the RFP, and the RFP shall govern over the Proposal. In the event of

any conflict between this Agreement and its Exhibits, the provisions of this Agreement shall govern. In the event of any conflict between any of the Exhibits, the provisions of the first in order of attachment shall govern.

11. Assignment. No party may, directly or indirectly, in whole or in part, either by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement without the other party's written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable. Any assignment permitted hereunder of a party's rights to a purchaser of all or substantially all of said party's assets or stock or to any successor by way of merger, consolidation or similar transaction shall require that such successor assumes all of the assigning party's obligations hereunder. Notwithstanding the foregoing, SMF may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent in connection with a merger, reorganization, transfer, sale of assets or product lines, or change of control or ownership of SMF so long as the assignee's/transferee's sole corporate member is Sutter Health; provided, however, that prior to such transfer or assignment, SMF will provide CITY with written notice of the transfer or assignment.

12. Independent Contractor. SMF and SMG each shall act as an independent contractor, and each covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement. Except as provided in this Agreement, PROVIDER shall retain the right to exercise its professional judgment and control over the manner in which it renders Medical Services.

13. Representations and Warranties. SMF and SMG each warrants and certifies that it has the time, ability and professional expertise necessary to perform the Medical Services hereunder in a professional, efficient, trustworthy and businesslike manner. SMF and SMG each warrants and certifies that neither it nor any of its officers, agents, or employees has any personal or financial interest, which would conflict with or interfere with the provision of Medical Services to CITY pursuant to this Agreement.

PROVIDER further warrants that it has not employed or retained any company or person, other than a bona fide employee working for PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

14. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

15. Medical Records. All PROVIDER patient medical records shall be and remain the sole property of SMF. SMF agrees to provide CITY with a copy of the reports and records and related patient records, all only pursuant to a valid patient authorization or other process (such as valid court order) as required by applicable law, including but not limited to the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), Subtitle D of the Federal HITECH Act ("HITECH Act," 42 U.S.C. § 17921 et seq.), and the

regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations," 45 C.F.R. Part 160, et seq.).

16. Term. The term of this Agreement shall be for five (5) years from the date of execution of this Agreement.

17. Termination of Agreement. CITY may terminate this Agreement without cause by giving PROVIDER thirty (30) calendar days advance written notice from the City Manager. PROVIDER may terminate this Agreement without cause by giving CITY sixty (60) calendar days advance written notice. In the event of termination through no fault of PROVIDER, CITY shall compensate PROVIDER for services performed as of the date of termination. All PROVIDER patient medical records shall be and remain the sole property of SMF as outlined in Section 15.

18. Attorney's Fees; Venue; Governing Law. If any party commences any legal action against another party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

20. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

21. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

David Rawe, Risk Manager
City of Roseville
311 Vernon Street
Roseville, CA 95678

SMF

Theresa Frei, CEO
Sutter Medical Foundation
2700 Gateway Oaks, #1200
Sacramento, CA 95833

SMG

Christine Griger, MD, President
Sutter Medical Group
2700 Gateway Oaks, #1230
Sacramento, CA 95833

A party may amend its address for notice by giving notice to the other parties in writing. .

22. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole. Nothing in this Agreement shall modify the PSA.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and PROVIDER has caused this Agreement to be executed.

[Signatures Next Page]

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
Acting City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

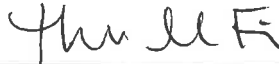
APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
GAYLE SATCHWELL
Human Resources Director

SUTTER MEDICAL FOUNDATION, A
California Corporation

BY: 
THERESA FREI
Chief Executive Officer

SUTTER MEDICAL GROUP, A
California Corporation

BY: 
CHRISTINE GRIGER MD
President

Exhibit "A"

SCOPE OF SERVICES

The Provider shall provide the medical services outlined below:

Pre-Employment Physicals

Provider may be required to provide post-offer pre-employment medical examinations in accordance with the Occu-Med Medical Evaluation System (see **Attachment 1**). The City anticipates approximately 200 pre-employment physicals/drug screens will be performed annually.

Workers' Compensation Occupational Health Services

Provider shall provide medical care and management of the injured worker, communication with the City and Workers' Compensation Third Party Administrator (TPA), with the goal of returning the injured worker to the work place as soon as possible. Provider shall work with the City and TPA to select a panel of general practitioners, specialists, hospitals, and emergency treatment facilities to which injured employees should be referred as necessary.

The City reserves the right to approve, disapprove or select any and all service providers, primary medical treatment facilities, physicians, counselors, etc., in accordance with State of California law.

Provider will be responsible for completion and submission of all forms and work status reports to the City and TPA as required by the State of California.

Provider shall maintain contact with the TPA to ensure that employees receive timely and proper medical treatment and are returned to full or modified employment at the earliest possible date.

Provider shall ensure that reports and required paperwork are submitted in a timely manner.

Provider shall ensure that medical bills are billed according to the Relative Value Schedule (RVS) and recommended rates established by the Administrative Director of Workers' Compensation for the State of California.

The City of Roseville currently has a total one hundred and fifty-one (151) open workers' compensation claims.

Respiratory Protection Program

Provider may be required to provide medical services in accordance with the City's Respiratory Protection Program. The City's program requires that employees who are either required to wear respirators or who choose to wear an APR voluntarily pass a medical exam before being permitted to wear a respirator on the job. Employees are not

permitted to wear respirators until a physician has determined that they are medically able to do so.

Provider is responsible for providing medical evaluations that include review and evaluation of a confidential medical questionnaire and follow-up medical examinations as required by the program standard, and/or as deemed necessary by the physician. Provider will issue clearance reports to the City.

Wellness Program

Provider shall provide medical services to enhance the City's Wellness Program currently consisting of the following components:

- Annual flu vaccinations as requested.
- Onsite Wellness Nurse who will provide:
- One day per week onsite staffing
- Blood pressure checks
- Risk screenings to include basic lab tests and medical review
- Nutritional information
- Wellness information for distribution/posting
- Brown Bag Lunch Seminars for employees on various health topics
- Resource information in general for employees
- Equipment and supplies will be provided by the City (exam table, gloves, paper, alcohol, etc.)
- Other Wellness Program support services as requested.

Fitness for Duty Exams

Provider may be required to conduct fitness for duty exams as requested by the City and provide reports as to employee work status based on that exam. Exams will be coordinated with and follow Occu-Med standards.

Blood-borne Pathogen Program

Provider may be required to provide vaccinations and treatment in accordance with the City's Blood-borne Pathogen Program.

Drug and Alcohol Abuse Program

Provider may be required to provide substance abuse testing and reporting in accordance with the City's Drug and Alcohol Abuse Policy which includes pre-employment testing, DMV physical examinations for commercial drivers; random drug and alcohol testing; last chance agreement follow-up testing; post-accident testing; reasonable suspicion testing. All testing and reporting will comply with the requirements of the Omnibus Transportation Testing Act (OTTA) of 1991.

Police Department Testing

Provider shall provide specialty exam services for City's Police Department as requested to include, but not limited to, FBI and Bomb Tech Testing physicals; Lead testing; titers; lipid panels for Physical Fitness Program.

Fire Department Testing

Provider shall provide specialty exam services for City's Fire Department to include, but not limited to, Hazardous Material testing (baseline and annual); respiratory protection program testing; blood borne pathogen testing; annual physicals& labs/radiology, DMV physicals. The Fire Department conducts approximately fifty (50) to a hundred (100) annual hazardous material tests per year. Fire Department requires electronic submission of claims (bills) in a flat file format such as a csv, txt, etc.

Exhibit “B”



EXHIBIT B

Agreement for Occ. Health Services Sutter Medical Foundation

*Sutter Medical
Foundation*

A Sutter Health Affiliate

Sutter Occupational Health Services

1201 Alhambra Blvd.
Suite 202
Sacramento, CA 95816
(916) 731 7741
(916) 503 7561 Fax

July 7, 2015

City of Roseville
Risk Management
Attn: Mr. David Rawe
311 Vernon Street
Roseville, CA 95678

RFP TITLE: OCCUPATIONAL HEALTH SERVICES

Dear Mr. Rawe:

Thank you for your invitation to present our proposal to The City of Roseville. We are grateful for the privilege of serving as The City's occupational health services partner. We look forward with great anticipation and enthusiasm to building upon the strong foundation and outstanding partnership results that we have accomplished together over the past many years. Moreover, our medical and administrative staff are eager to continue our tradition of responsive service and consultative planning.

By this letter we happily confirm that Sutter Occupational Health will perform all of the services described in the RFP and will adhere to all of the requirements listed therein.

One important point of reminder, as The City's occupational health partner for many years, occupational health medical records for many (possibly the majority) of The City's employees are resident within our Electronic Health Record system, thus making it possible for us to treat and serve City employees much more quickly, accurately, and effectively than would be possible without these historical records being instantly available.

We welcome any additional questions that you may have, and thank you once again for this opportunity.

Respectfully and gratefully yours,

Michael J. Weight
Regional Occupational Health Services Manager
1201 Alhambra Blvd.
Suite 202
Sacramento, CA 95816
Office: (916) 731-7719

TAB: A

**FIRM'S
QUALIFICATIONS**

Section 5.3: Firm's Qualifications - *Describe your firm and provide a statement of your firm's qualifications for performing the requested services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-providers, if any. Identify any sub-providers you propose to utilize to supplement your firm's staff. Include the firm's organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.*

Sutter Medical Foundation (SMF) is a key member of the Sutter Health family of not-for-profit hospitals and physician organizations throughout Northern California, both of which are headquartered in Sacramento. As a vibrant and progressive partner to our employer-customers, Sutter Occupational Health Services (SOHS) is committed to providing prompt access to the services and occupational injury treatment that is needed in facilities that are spotlessly clean and technologically advanced, and that are staffed by certified medical providers and personnel who perform their labors at the highest levels of professional capacity and ethics.

SOHS operates eight occupational health clinics in the greater Sacramento area, providing convenient and expeditious access for employees residing and working in Sacramento, Placer, Yolo, and Solano counties. Our clinic doors are open to all greater Sacramento area employers and their employees, and we take great pride in our ability and success working in partnership with our large employer-customers, each of whom has unique needs and requirements specific to their own work environments.

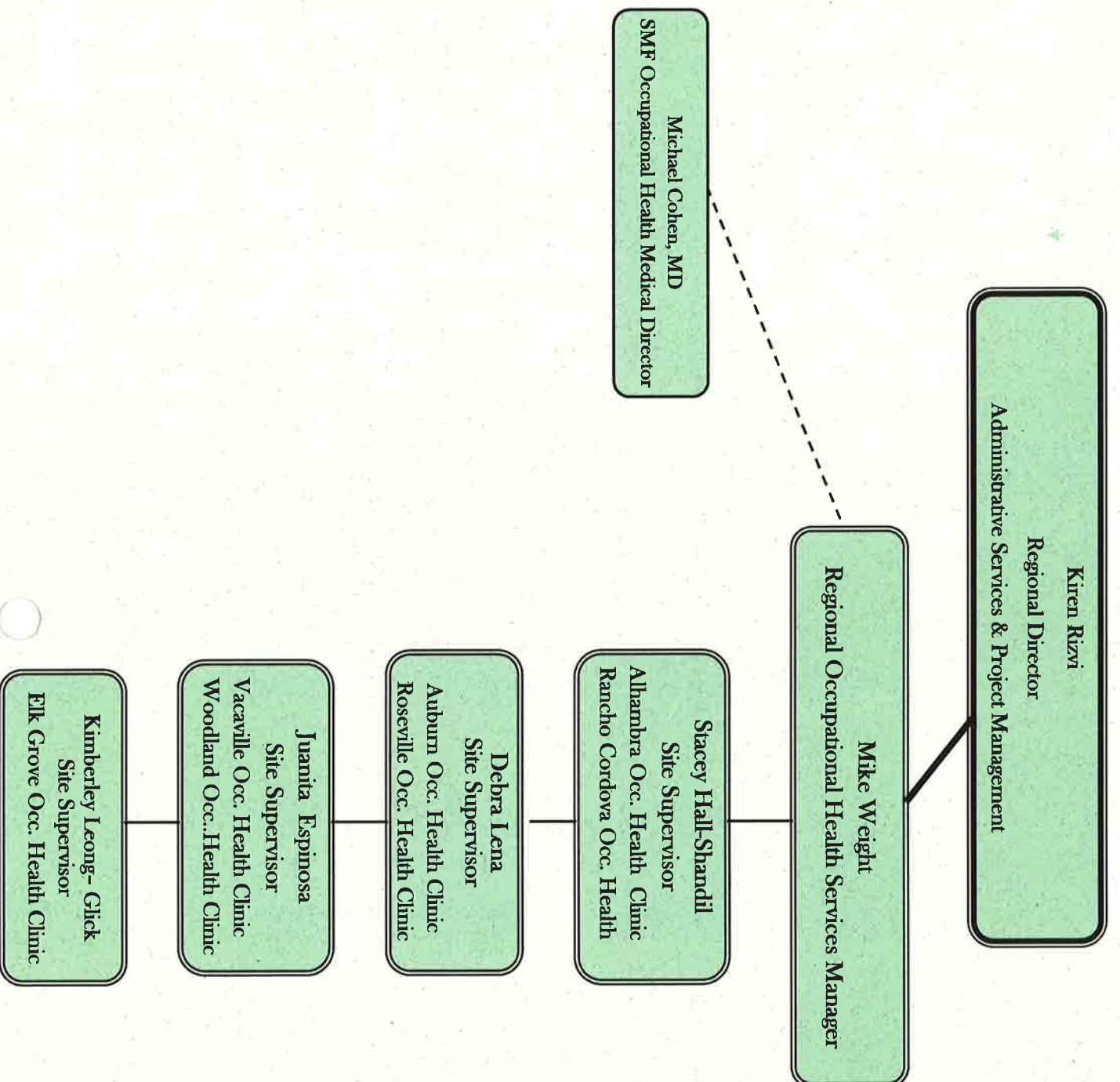
SOHS provides a complete and expansive array of business health services. In addition to work-injury treatment, our clinics provide a comprehensive list of drug-testing and physical examination services, including examinations for pre-employment placement, Department of Transportation certification, disability/retirement, medical surveillance, and employee wellness programs. In addition, SOHS management and our clinic supervisors work in partnership with our large-customers to accomplish strategic goals and objectives, which can include on-site clinic services and employee and management training opportunities. Our board certified clinicians and allied medical personnel take a personal interest in meeting individual patient needs and in helping accomplish our employer-partners' objectives.

100% of the services requested/required in this RFP will be provided by SOHS personnel. No sub-contractors will be employed in any form or position.

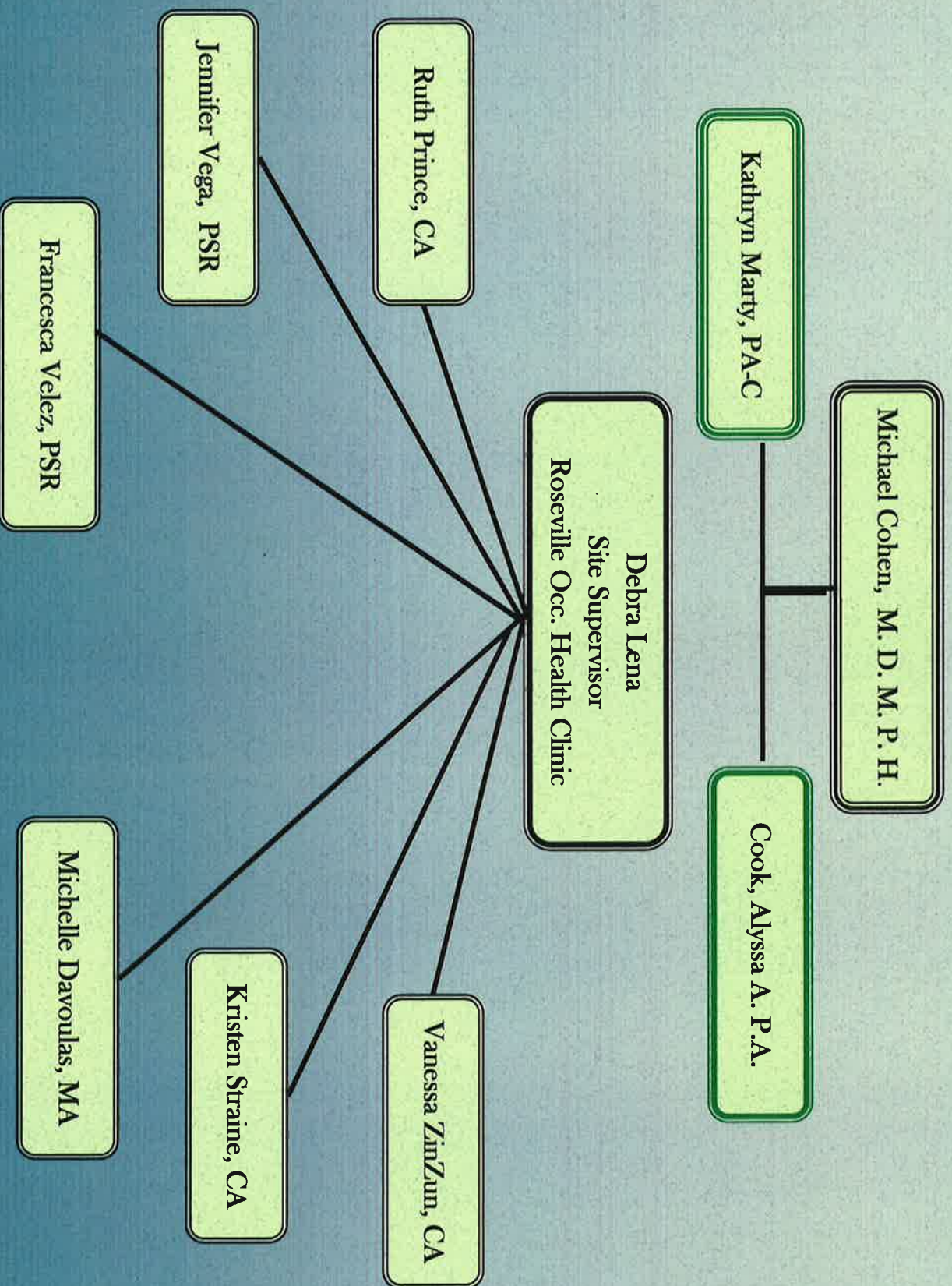
For the purposes of this proposal, our clinic located at 3 Medical Plaza, Suite 105, Roseville, CA will be the primary location designated for provision of the occupational health services requested in this RFP. This location is only a 6 minute drive from The City's primary operation centers and is conveniently located to freeway access. This location is a full-service occupational health clinic and is capable of providing all of the services required in this RFP including:

- Physician Services
 - Pre-employment medical examinations
 - California DMV/DOT medical examinations
 - Disability retirement examinations
 - Audiometric Testing
 - Pulmonary Function Testing
 - X-rays
 - Tuberculosis Screening (PPD skin testing)
 - Lab services/phlebotomy
 - Hepatitis B (and other) Immunizations
- This clinic (and all other SOHS clinics) has all of the appropriate equipment and supplies necessary to provide 100% of the services described in the “scope of services”.
- All physician services will be provided under the direct supervision of **Michael Cohen MD**, who is the associate medical director for Sutter Occupational Health Services. Dr. Cohen is an American Board of Preventive Medicine certified occupational health physician experienced in work-related injury treatment, providing pre-employment, DMV, and disability/retirement examinations, and all other occupational health services.

SMF Occupational Health Supervisor Org Chart



Sutter Medical Foundation Occupational Health Roseville Clinic



TAB: B

EXPERIENCE

AND

REFERENCES

Section 5.4: Experience and References- Provide a summary of your firm's experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last five (5) years. Include a brief description of the services, dates, client names and contact persons' names, addresses and telephone numbers. Public sector references are preferred.

Sutter Occupational Health Services provides a comprehensive, cost effective, integrated delivery system that uses clinical practice guidelines based on the most current information available from the Department of Workers' Compensation and the American College of Occupational and Environmental Medicine (ACOEM). These guidelines are used by all Sutter Occupational Health Services team members, including physicians, physician assistants, and pre-placement physical therapists, and many others involved in the care of the injured worker. Sutter Occupational Health Services has assisted the business community in creating safe work environments and in aggressively managing work-related injuries since 1989, and today serves employers in Northern California through our network of 8 occupational health clinics.

References:

City of Rocklin

3970 Rocklin Road
Rocklin, CA 95677

Contact: Carmel Linder
Telephone: (916) 625-5000

Service History: 8+ years - Services included but not limited to the following: injury treatment, drug testing, DOT and post offer physicals, immunizations, vaccinations, hearing testing, vision testing, spirometry, and physical therapy.

Placer County

175 Fulweiler Ave # 206
Auburn, CA 95603

Contact: Cindy Martin
Risk Management Administrator/WC
Telephone: (530) 886-2606

Service History: 8+ years - Services included but not limited to the following: injury treatment, drug testing, DOT/post offer/hazmat physicals, immunizations, vaccinations, hearing testing, vision testing, spirometry, and physical therapy.

Schools Insurance Group

550 High St Suite 201
Auburn, CA 95603

Contact: Bev Wilkinson
Telephone: (530) 823-9582

Service History: 8+ years - Services included but not limited to the following: injury treatment, drug testing, DOT and post offer physicals, immunizations, vaccinations, hearing testing, vision testing, and physical therapy.

TAB: C

PROJECT

UNDERSTANDING

Section 5.5: Project Understanding – Based on the available information, supplemental research, field observations, and experience with similar services, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City's stated goals. Include any issues that you believe will require special consideration for this service. Also identify any unique approaches or strengths that your firm may have related to this service.

Sutter fully understands the services requested by City of Roseville and has longevity in providing these services. Annually, Sutter Occupational Health Roseville provides physical exams and lab services for City of Roseville Fire Department. These services are offered either on-site or in our clinic, or a combination of both. Sutter partners with the City of Roseville's team in order to coordinate and manage this project for accuracy and efficiency purposes. In addition, Sutter Occupational Health offers an on-site Wellness Clinic which has been serviced by Sutter RN personnel for several years. Other services we provide include:

- Pre-employment Physicals, currently using TPA (Occu-Med)
- Worker's Compensation Occupational Health Services
- Respiratory Protection Program/Medical evaluation of a confidential medical questionnaire and if applicable follow-up medical exam/clearance. Also, If applicable Sutter can provide a qualitative fit test (individual ½ face and full face respirators)
- Wellness Program in accordance with City of Roseville specifications
- Fitness for Duty Exams
- Blood-Borne Pathogen Program
- Drug and Alcohol Abuse Program
- Police Department Testing
- Fire Department Testing

Our general approach is to make the City's needs our top priorities. Our first goal is always to identify any obstacles that may exist to the smooth and efficient delivery of our clinical services, including all ancillary responsibilities such as accurate and timely billing. Having resolved any/all outstanding issues, our next priority is to obtain in-depth understanding regarding the City's goals and tactical objectives. We are eager to bring our clinical and operational expertise and experience to the City as a means of presenting options and of identifying the best possible solutions that will help the City accomplish their short and long term goals.

Sutter Medical Foundation and Sutter Occupational Health Services derive great strength from the length and breadth of experience working both clinically and operationally with many other public sector employers. This strength is further enhanced by the vast experience we have working with private sector employers, and with large and small insurance companies and third party administrators. Although these entities may have goals and objectives that are different than those of a public sector employer like the City, we have found that many of the solutions developed for these employers have direct application and significant benefit for public sector employers.

Our ability to leverage our expertise and experience in both segments provides our employer-partners with significant advantages which foster maximum budget benefits.

TAB: D

**PLAN TO PROVIDE
SERVICES**

Section 5.6: Plan to Provide Services – Provide a detailed discussion of your firm’s approach to the successful implementation of the services. Include thorough discussions of methodologies you believe are essential to accomplishing the services. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub-providers. List any necessary equipment, training or installation services required.

Our programs and services can help prevent illness, maintain health, and provide early intervention and rehabilitation whenever injuries or health problems occur on the job. Your employees will be treated by occupational health experts who understand the California workers' compensation system.

After each visit, you will be provided with a work status report indicating your employee's progress. The report will provide you with current information about your employees back to work status and ability to perform duties in a safe, productive manner.

When work related injuries occur, Sutter Occupational Health focuses on cost-effective, customized service with timely communication towards an aggressive return to work program. Sutter provides exceptional care, administered with state approved treatment protocols and monitoring of your employees' ongoing progress.

Sutter Occupational Health has the knowledge, expertise and experience to provide effective, dependable solutions to all of your work related health and injury problems. We offer proactive prevention and education to help reduce costs, because we believe this is key to creating a safer and healthier workplace.

Sutter Health and Sutter Medical Foundation are able to provide 24 hour/7 day per week coverage through the following entities:

1. **Sutter Roseville Hospital** operates an emergency room located at One Medical Plaza Dr. Roseville, CA 95661 and that is available at all times for serious/life-threatening emergencies and after hours services. Employees seen in the emergency department are referred to the Sutter Occupational Health clinic for follow-up care.
2. Sutter Medical Foundation also operates an **Urgent Care** facility located at Two Medical Plaza, Suite 130, Roseville, CA 95661. After hours services are available Monday-Friday 5pm – 9pm, Saturday and Sunday 9am – 9pm. Employees and your staff can view urgent care wait times via web-site listed below.

(<http://www.suttermedicalfoundation.org/urgentcare/locations/roseville>).

Employees seen in the urgent care clinic are referred to the occupational health clinic for all follow-up care.

3. **Sutter Occupational Health Services Clinic – Roseville** provides occupational health services Monday through Friday from 8:00 am to 5:00 pm.
4. **Sutter Occupational Health Services Clinic – Auburn**, located at 11795 Education Street, Suite 220, provides occupational health services Monday through Friday from 8:00 am to 5:00 pm.
5. Other Sutter Occupational Health Services Clinics available to The City of Roseville include the following:
 - **1201 Alhambra Blvd., Suite 210, Sacramento, CA**
 - **8170 Laguna Blvd., Suite 114, Elk Grove, CA**
 - **11121 Sun Center Dr., Suite A, Rancho Cordova, CA**
 - **475 Pioneer Ave., Suite 100, Woodland, CA**
 - **770 Mason St., 2nd Floor, Vacaville, CA**

Sutter Occupational Health Roseville Providers/Administration:

Michael Cohen, MD, Medical Director

- Education: MD, MPH, MBA
- 28 Years experience in occupational and environmental medicine.
- Has been with Sutter Health for 18 years

Alyssa Cook, PA-C MS

NCCPA Board Certified Occupational Medicine

Kathleen Marty, PA-C

NCCPA Board Certified Occupational Medicine

Maryel Olson, PA-C

NCCPA Board Certified Occupational Medicine

Equipment/Training:

- Spirometer/Medical Assistant Education
- Basic Audio Booth/Medical Assistant Education
- Intoximeter/Staff trained by a DATIA qualified Trainer
- Treadmill/Stress ECG/ACLS Certified Providers
- Resting ECG/Medical Assistant Education
- Titmus/Specific training to Occupational Health

TAB: E

**COST
PROPOSALS**

Section 5.7: Cost Proposal – Provide a total cost proposal for all products and services to be delivered, and a breakdown of costs delineated by tasks as described in your services plan. Define any reimbursable expenses requested to be paid by the City.

The price list below shows the prices that will be effective on the new agreement implementation date of November 6, 2015 (which coincides with the end of the current agreement). Almost all of the existing prices will be unchanged through the City's next fiscal year beginning November 16, 2015. The only exceptions are those few (highlighted) items for which the City received a temporary reduction following Sutter Occupational Health's across-the-board price increase which became effective for the City on November 6, 2014.

Occupational Health Services	Effective <u>11/6/2014</u>	Effective <u>11/6/2015</u>
Blood Pressure Check	10	10
Tuberculosis (PPD) test	20	20
Venipuncture	18	21
Drug Test - collection only	28	28
Breath Alcohol Test	34	34
Medical Review Officer	34	34
Audiogram	34	34
CBC - lab service	34	34
Spirometry	39	39
Chemistry Panel - lab service	50	53
Hepatitis A Titer	52	54
DOT/non-DOT Drug Screen	57	57
HIV Screening	58	58
Chest X-Ray	59	59
Hepatitis A Vaccine (per dose)	68	68
Hepatitis B Vaccine (per dose)	68	68
Thyroid Panel - lab service	68	68
EKG Resting	68	68
Non-DOT Physical Exam	78	78
Lumbar Spine X-Ray	84	84
Wellness Coordinator-hourly	100	100
DOT Physical Exam	98	108
Lead/APP Testing	134	134
Fit For Duty Exam - routine	238	238
Fit For Duty Exam - complex	400	438

During the ensuing four (4) years of the new agreement, Sutter Occupational Health may increase prices as economic circumstances dictate. In any such case, any price increase will be communicated to the City no later than 90 days prior to the annual anniversary date of the agreement, and will not exceed the California Medical CPI for the previous calendar year, plus 2%.

TAB: F

REQUIRED

STATEMENTS/DOCUMENTS

Section 5.8: Required Statements/Documents – Include statements of assurance regarding the following requirements in the proposal:

- ***Non-substitution for the designated members of the team without approval by City staff (Section 5.0)***

Not applicable per response from the City.

- ***The absence of a conflict of interest (Section 10.4)***

Proposer warrants that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.

- ***Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (Section 10.7)***

Proposer has described in Tab G exceptions to the indemnification and insurance requirements. Proposer will provide certificates of insurance substantiating its appropriate insurance coverage.

- ***A statement that nothing in the submitted proposal will be proprietary (Section 10.21).***

Sutter Medical Foundation/Sutter Occupational Health Services agrees that nothing in the submitted proposal will be proprietary.

- ***Submit following documents with proposal: Executed copy of Proposer's Certification (Attachment A)***

The requested certificate is included in this section of the proposal.

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Sutter Medical Foundation

NAME OF BUSINESS

Theresa Frei

SIGNATURE

Theresa Frei, Chief Operating Officer

NAME & TITLE, TYPED OR PRINTED

2700 Gateway Oaks #1200

MAILING ADDRESS

916-887-7122

TELEPHONE NUMBER

FreiTH@Sutterhealth.org

EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

☐ State of Incorporation

☐ Partnership

☐ Limited Liability Company

TAB: G

EXCEPTIONS'

Section 5.9: Exceptions – Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Attachment B).

Sutter Medical Foundation/Sutter Occupational Health Services respectfully requests the following exceptions and changes in support of our long-term partnership with the City of Roseville. Although these items are “preferred”, as per our previous conversations and negotiations in this regard, we are confident in our combined ability to reach an amicable and mutually beneficial agreement.

EXCEPTIONS

PROFESSIONAL SERVICES AGREEMENT FOR OCCUPATIONAL HEALTH SERVICES

3. Indemnification. *Replace with the following:*

Each party (the “Indemnifying Party”) agrees to defend, indemnify, and hold harmless the other party (the “Indemnified Party”) and its directors, trustees, members, shareholders, partners, officers, employees and agents from and against any and all liability, loss, expense (including reasonable attorneys’ fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense or claim for injury or damages is caused by or results from the negligence or intentional acts or omissions of the Indemnifying Party or its directors, trustees, members, shareholders, partners, officers, employees or agents.

4. Insurance.

4.b. Additional Insureds. *Delete paragraph and replace with the following:* CITY accepts PROVIDER’s program of self-insurance through its own captive insurance company, Sutter Insurance Services Corporation (SISCO), for general and professional liability coverage. As a captive insurance company, SISCO cannot provide additional insured status to those other than its parent and affiliated companies. PROVIDER shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative.

Background for City of Roseville for Insurance Section:

Sutter Insurance Services Corporation (SISC)) is Sutter Health’s captive insurance company domiciled in Hawaii. This captive insurance program, developed in 1991, provides stability to Sutter Health risk financing and insurance programs. SISCO is a non-profit support organization and an integral part of the operations of the tax exempt parent corporation, Sutter Health, and is for the parent’s purposes only.

The SISCO program for professional and general liability is structured as follows:

- \$5,000,000 of each claim is retained by SISCO
- SISCO also retains the next \$5,000,000 aggregate limit
- Excess limits of \$40,000,000 are provided by reinsurers
- SISCO's outstanding liabilities are reviewed and funded annually in accordance with actuarial findings and results. The results are also reviewed and approved by Sutter Health auditors, Ernst & Young.

Pursuant to Hawaii Captive law (H.R.S. 431: 19-102), a pure captive insurance company may not insure any risks other than those of its parent and affiliated companies. SISCO may not provide coverage to non-related or taxable entities, such as providing additional insured status, as the captive could be found to be providing commercial type insurance and therefore not primarily operated for exempt purposes.

When contracting with non Sutter Health entities, SISCO will provide a Certificate of Insurance evidencing Sutter Health's professional and/or general liability coverage per the stated reason of interest and include wording that SISCO will respond to the indemnification in the relevant agreement, subject to policy terms, limitations and exclusions. This language provides the same protection that an additional insured is provided. SISCO insurance has been accepted by landlords, cities, counties, State of California, and other government agencies.

SISCO financials are included in Sutter Health's audited financials and can be accessed at www.sutterhealth.org. Sutter Health's current credit ratings are Moody's Investment Services rated of Aa3, Standard & Poor's rating of AA- and Fitch Ratings of AA-.

5. Access to Records. *Add to the beginning of the section, "With the provision of at least sixty (60) days written notice,"*

Add a new section after Access to Records:

Confidentiality. Both parties shall, to the fullest extent permitted by law, protect the confidentiality of each other's confidential records and information, specifically including but not limited to, any patient or medical record information regarding any of PROVIDER's patients, information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, financial and accounting information, and other vital information (the "Confidential Information"). Neither Party shall disclose Confidential Information without the prior written consent of the other Party. Notwithstanding the foregoing:

a. The parties understand and agree that certain information, including the rates and terms set forth in this Agreement, may be considered public records subject to disclosure by CITY pursuant to a public records request. **CITY represents that no individually identifiable patient information shall be considered public record, nor shall any such information be subject to disclosure by CITY other than as expressly permitted by applicable law.** PROVIDER

may set apart and clearly mark information that would otherwise be subject to public records request "trade secret" when it is provided to CITY, in which case CITY shall withhold such information from disclosure pursuant to a public records request, provided that PROVIDER shall be solely responsible for defense of the actual "trade secret" designation of such information.

b. Either party may disclose, without the consent of the other party, Confidential Information to governmental agencies with respect to their oversight function as required by law, including but not limited to the California Department of Health Care Services, and the federal Centers for Medicare and Medicaid Services.

c. With respect to other disclosures required by law (i.e., not a public records request and not disclosure to a governmental agency with respect to its oversight function), a party may disclose Confidential Information as required by law, provided that such disclosing party provides reasonable prior notice to the other party to enable such other party to attempt to prevent or limit the disclosure and the disclosing party assists the other party upon request in seeking relief from or limiting the disclosure.

d. Neither party shall be obligated to hold the following information in confidence (and such information shall not be deemed to be Confidential Information): information that is or becomes publicly available through no fault of the recipient, information developed by a party without using any Confidential Information, information lawfully possessed by a party before receipt from the disclosing party, and information lawfully disclosed to a party on a non-confidential basis from a person or entity that is not bound by a duty of confidentiality.

10. **Assignment.** *Delete and replace with the following:* Neither party may, directly or indirectly, in whole or in part, either by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement without the other party's written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable. Any assignment permitted hereunder of either party's rights to a purchaser of all or substantially all of said party's assets or stock or to any successor by way of merger, consolidation or similar transaction shall require that such successor assumes all of the assigning party's obligations hereunder. Notwithstanding the foregoing, CONTRACTOR may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent in connection with a merger, reorganization, transfer, sale of assets or product lines, or change of control or ownership of CONTRACTOR so long as the assignee's/transferee's sole corporate member is Sutter Health; provided, however, that prior to such transfer or assignment, CONTRACTOR will provide CITY with written notice of the transfer or assignment.

14. **Copyright, Ownership and Use of Materials.** *Add the following paragraph:* All PROVIDER patient medical records shall be and remain the sole property of PROVIDER. PROVIDER agrees to provide CITY with a copy of the reports and records and related patient records, all only pursuant to a valid patient authorization or other process (such as valid court

order) as required by applicable law, including but not limited to the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), Subtitle D of the Federal HITECH Act ("HITECH Act," 42 U.S.C. § 17921 et seq.), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations," 45 C.F.R. Part 160, et seq.). The parties acknowledge that further disclosure of such a report or record by the CITY to a prosecuting agency pursuant to a valid patient authorization or other process (such as valid court order) in accordance with applicable law shall not be subject to the provisions of Section 6(c) above.

16. Termination of Agreement. *Add language at the end of section.* "All PROVIDER patient medical records shall be and remain the sole property of PROVIDER as outlined in Section 14."

Add following section:

Dispute Resolution.

In the event that any dispute arises between CITY and PROVIDER arising out of or related to the validity, interpretation, enforcement or performance of this Agreement, or otherwise arising out of the relationship between the parties or the termination of that relationship, either party may by written notice call a meeting regarding such dispute to be attended by an executive officer of CITY and an executive officer of PROVIDER, each of whom has the authority to negotiate and bind CITY and PROVIDER to a resolution. At the meeting, the parties shall attempt in good faith to resolve the dispute. If the dispute cannot be resolved within forty-five (45) days from the date of the initial notice, and if any party wishes to pursue the dispute, the dispute shall be submitted to binding arbitration in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. The decision of the arbitrator shall be final and binding and shall be fully enforceable in any court having jurisdiction and venue over the parties. The arbitrator shall have no power to award any punitive or exemplary damages. The arbitrator shall have no power to alter, modify, ignore or otherwise deviate from the express terms of this Agreement, and the arbitrator shall be bound by controlling law. The arbitrator's decision shall be provided to the parties in writing and shall succinctly set forth the arbitrator's findings of fact, conclusions of law, and remedy, if any. The cost of such arbitration shall be shared equally by CITY and PROVIDER, provided that each party shall pay its own legal expenses.

TAB: H

**COMPETENCY OF
PROPOSERS**

Section 5.10: Competency of Proposers – The City wants to ensure that the successful Providers has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, foreclosures, and any similar actions filed or resolved in the past seven (7) years.

Proposer has no pending bankruptcies, liens, stop payments notices, judgments, lawsuits, foreclosures, or any similar actions filed or resolved in the past seven (7) years related to this RFP's scope of services.

Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.

No clients have ever terminated a contract for breach.



COUNCIL COMMUNICATION

CC #: 7240

File #: 0210

Title: Transient Occupancy Tax Revenue Audit - Professional Services Agreement

Contact: Jeannine Thrash 774-5473 jthrash@roseville.ca.us
Monty Hanks 774-5313 mhanks@roseville.ca.us

Meeting Date: 11/4/2015

Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends Council approve the attached resolution authorizing the Acting City Manager to execute a professional services agreement with MuniServices to perform an audit of Transient Occupancy Tax (TOT) revenue that is collected by the hotel operators within Roseville, CA.

BACKGROUND

The City of Roseville is home to sixteen (16) hotels/motels that may be responsible for collecting TOT based on Chapter 4.24 of the City Municipal Code. The Transient Occupancy Tax is collected from occupants of hotels and motels in Roseville, at a rate of six percent (6%) of the rent charged by the hotel operator. This tax is submitted by the hotels/motels on a quarterly basis to the City.

The TOT audit is being performed to ensure all hotel operators are complying with the Roseville Municipal Code Chapter 4.24 as it pertains to collecting, remitting and reporting the transient occupancy tax. The City has decided to perform an independent audit and has chosen MuniServices to perform the service. The City of Roseville has worked with MuniServices in some capacity for over a decade and are very pleased with the services being provided. MuniServices provides comprehensive revenue enhancement services to help municipalities preserve, enhance and manage their revenue base. They were founded in 1978 and work exclusively in the government sector.

The TOT audit is being coordinated with the City of Rocklin who is auditing their hotels as well. The purpose of partnering with the City of Rocklin is to share in the travel related expenses of the consultant. The last time the City of Roseville performed a TOT audit was in fiscal year 2008.

FISCAL IMPACT

There will be no new fiscal impact from this agreement since the cost of the audit is included in the Finance Administration budget for FY16. The agreement allows services not exceeding \$18,100.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

The agreement will not have an impact on economic development or job creation.

ENVIRONMENTAL REVIEW

The Professional Services Agreement is not considered a “project” as defined by the California Environmental Quality Act (CEQA) based on Section 15273 of the CEQA Guidelines. No other CEQA action is required.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Monty Hanks, Finance Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 15-489

Signed Professional Services Agreement

Professional Services Agreement-Exhibit A

RESOLUTION NO. 15-489

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MUNISERVICES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement regarding the Transient Occupancy Tax Revenue Audit Project, by and between the City of Roseville and MuniServices, LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Transient Occupancy Tax Revenue Audit

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and MuniServices,
LLC, a Delaware limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of Transient Occupancy Tax
discovery, audit, and compliance; and

WHEREAS, CONSULTANT has prepared a proposal dated October 2, 2015, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "A." Total compensation shall not exceed eighteen thousand, one hundred dollars (\$18,100).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	combined single limit \$1,000,000
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

9. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

10. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

11. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the

Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

18. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

19. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Monty Hanks,
Finance Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

MuniServices, LLC
Doug Jensen, Senior Vice President of
Client Services
7625 N. Palm Avenue, Suite 108
Fresno, CA 93711

Either party may amend its address for notice by giving notice to the other party in writing.

20. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has
executed this Agreement in duplicate by its City Manager and CONSULTANT has caused this
Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
Acting City Manager

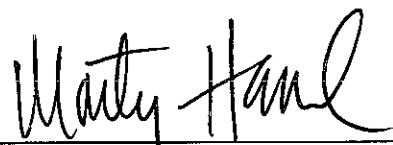
ATTEST:

BY: _____
SONIA OROZCO
City Clerk

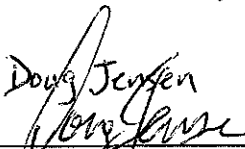
APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
MONTY HANKS
Finance Director

MUNISERVICES, LLC, a
Delaware limited liability corporation

BY: 
its: SVP Client Services

and

BY: _____
its: _____

EXHIBIT “A”

City of Roseville

Proposal for Transient Occupancy Tax Revenue Audit Services

October 2, 2015

Doug Jensen, Senior Vice President Client Services
Bret Harmon, Client Services Manager



Discover. Recover. Prosper.



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Letter of Introduction

October 2, 2015

VIA EMAIL: MHanks@Roseville.ca.us
Mr. Monty Hanks
City of Roseville
311 Vernon St.
Roseville, CA 95678

Re: MuniServices Proposal for Transient Occupancy Tax Revenue Audit

Dear Monty:

MuniServices is pleased to present the City of Roseville with this proposal for Transient Occupancy Tax Revenue Audit ("TOT").

MuniServices understands that the City of Roseville currently has approximately 16 hotel/motels collecting the lodging tax. The City is seeking proposals from qualified consultants to audit each of the lodging properties to ensure the City receives correctly calculated and collected tax.

The entire MuniServices team is sensitive to the increased pressure on our municipal clients to fund vital services and programs to their residents and business community. We are well positioned to partner with the City to reduce the gap between the revenue you should receive and do receive due to either underreporting or misallocations.

The City will find our professional approach to providing this service as a way to not only strengthen the City's revenue, but also to strengthen your relationship with your business community. We develop a full and collaborative partnership with the City to ensure our results correct past tax delinquencies and omissions, present errors and future compliance while simultaneously positively representing the City to its business community.

Since 1990, MuniServices has audited more than 8,000 lodging providers. In just the last five years, we have identified more than \$20 million in unreported, underreported and otherwise delinquent TOT revenue.

Some of the differentiators that make MuniServices stand out in the industry:

Experience: For over 35 years, MuniServices has provided revenue enhancement, administration, information, and consulting services to over 900 municipalities nationally and recovered over \$2.4 billion in new tax revenue for its clients. This experience has provided MuniServices staff with broad viewpoint on a full array of revenue enhancement trends and challenges. MuniServices is the only revenue enhancement firm to offer services for all general fund revenue sources.

Government Relations: MuniServices maintains a Government Relations team dedicated to tracking and researching legislation with the potential to affect tax revenues. Their efforts at the federal, state and local levels have surfaced and successfully resolved numerous major issues, and helped to preserve the tax base for MuniServices' clients.



MuniServices' clients are routinely informed of legislation that can negatively impact their revenue sources.

Focus: MuniServices only provides services to government agencies. Our exclusive focus allows us to avoid real or perceived conflicts of interest. This exclusive focus qualifies us to review confidential taxpayer information and other confidential data that could be out of reach for other consulting and CPA firms due to conflicts of interest.

Some of the Key Elements of this Proposal are:

Transient Occupancy Tax Experience: Our approach strives to not only increase revenue to the City, but also to build relationships between the City and the lodging community. By combining our expertise in transient occupancy tax audit services with our experience in conducting business discovery, compliance and audit services, we will cover all aspects of the project while maintaining a positive, professional relationship with the lodging providers.

We are confident we offer the City of Roseville the greatest opportunity for success and look forward to the opportunity to serve the City and its residents. The proposal included here is valid for a period of at least 90 days from the date of this proposal.

As MuniServices' Senior Vice President of Client Services I am duly authorized to commit MuniServices to a contract and represent the firm in all oral presentations and negotiations.

Respectfully submitted,

Doug Jensen

Doug Jensen
Senior Vice President of Client Services
MuniServices, LLC
7625 N. Palm Avenue, Suite 108, Fresno, California 93711
Phone: 800.800.8181 ext. 5012; Fax: 559.312.2920
E-mail: Doug.Jensen@MuniServices.com

Cc: Mr. Bret Harmon, MuniServices



Statement of Qualifications

Expertise, Strengths, Experience and Capability

MuniServices specializes in providing innovative revenue enhancement audit services to local and state governments. We are the only firm in California and throughout the United States, offering proprietary revenue enhancement audit services encompassing all general sources of municipal tax revenue including Transient Occupancy Tax Discovery, Audit and Compliance; Business License Administration, Discovery, Audit and Collections; Sales and Use Tax Audits; Property Tax; and, Utility Users Taxes and Franchise Fees Compliance services.

MuniServices currently provides revenue enhancement and consulting services to more than 900 jurisdictions nationwide, with over 400 using our tax administration services.

Our programs are also designed to help prevent tax revenue leakage through an array of focused tax administrative service offerings. We have an established track record of providing our clients with consistent and quantifiable results recovering over \$2.4 billion in combined new tax revenue for our local jurisdiction clients. The new tax revenue directly funds programs and services provided by the communities we serve.

MuniServices and its affiliates employ over 200 professional level staff members who are completely dedicated to the success of each unique public entity that we serve. Our offices are strategically located across the nation, including offices and employees based in California, Alabama, New Jersey, Texas, Washington, DC and Virginia.

Since 1990, the Transient Occupancy Tax Compliance and Consulting Services ("TOT") that MuniServices has provided to its client cities nationwide have helped our clients to realize additional lodging tax revenues. We have reviewed more than 8,000 lodging providers and identified more than \$20 million in unreported, underreported and otherwise delinquent tax revenue for clients in the past five years. We have tailored our lodging tax services in order to: 1) provide a cost-effective and innovative approach to achieve our client's goals of TOT compliance; 2) focus resources on compliance and provide an equal playing field for all lodging providers; and 3) conduct the TOT services in a highly professional manner and to be as unobtrusive to lodging providers as possible.

Our services have evolved from reviews and audits of lodging providers to include a cooperative, educational and informative exchange offering suggestions of experience that are designed to help lodging providers stay in compliance with City ordinances. The intent of the increased offering of service is to enhance the collection of the City's Lodging Tax ordinance.

The collection of TOT revenues is often critical to the economic health of a City. It is not uncommon for a City to have lodging providers misreport the TOT monies they should be paying. Our Transient Occupancy Tax Programs are intended to assist cities in maximizing the generation of lodging tax revenue and the allocation of that revenue to the promotion of visitation and other lawful purpose, conducting annual analyses of returns and, when warranted, on-site examinations of records of lodging providers; identifying providers who should be subjected to field auditing or other scrutiny; providing draft notices to collect tax deficiencies and other correspondence to assist cities in collecting from or commending, warning or crediting the lodging providers examined; providing annual reports reflecting and projecting revenue trends; offering ordinance and administrative enhancements and other



advice as needed; and educating lodging providers to ensure future appropriate collection and timely remittance of lodging taxes.

Benefits of Partnering with MuniServices

Exclusivity

MuniServices works only for governmental entities avoiding real or perceived conflict of interest with the private sector. Neither MuniServices nor our auditors prepare financial statements, or provide services to private businesses that could present a potential conflict of interest. All MuniServices auditors are recruited and hired, trained, and dedicated to the task of completing accurate and efficient taxpayer audits on behalf of our local government clients.

Experience and Expertise

We have more experience with the lodging taxes in California and nationally than any other firm. We have performed successful engagements from Pasadena, CA to Pasadena, TX. The expertise of our TOT Compliance Program team has never been successfully challenged in court; and attempts have been made in state and federal courts. This expertise has been relied upon in the drafting of state statutes and local ordinances, and the collection of tens of millions of dollars in deficiencies.

Hospitality Industry and Political Sensitivity

Our broad knowledge of and experience with the companies and ethnicities involved in lodging provision combined with our audit targeting, and cooperative and educational approach militates against adverse reaction to auditing and collection of any deficiencies determined. Our clients are more likely to hear praise from the jurisdiction's hospitality industry than criticism.

Innovative Performance

To facilitate local occupancy audits, in most circumstances we permit lodging providers to elect the conduct of audits interactively via the Internet or by mails. In many instances, certain requisite records-keeping is done off-site. An interactive audit permits all sites to participate simultaneously. Our national orientation permits audits to be conducted at the corporate offices nationwide and not just properties owned or managed in the state.

Increased General Fund Revenue

Our lodging tax service increases compliance thereby increasing revenue to the City. In many cases, the revenue increase more than covers the cost of the service. Compliance and increased revenue continues to benefit the City for many years forward. The amount of audit findings and resulting revenue recovery for a given jurisdiction will depend largely on the number of audits performed, as well as other factors. Typically when a city performs an audit of one-third of their properties annually, we have seen an increase in compliance and tax remittances of approximately 13%.



Key Personnel

Executive/Management Team

Name/Title	Qualifications/Credentials/Education
Doug Jensen SVP Client Services Executive Contact (Since 1991)	Mr. Jensen has over 24 years of experience working on sales and use tax audit and information services contracts and has expertise in tax policy, municipal finance, and economic development and consulting. He will work closely with the MuniServices team several times a month on the progress of the project and provide counsel on strategies and approaches. Doug is an expert in the field of municipal revenue enhancement management and local government revenue consulting and ensures the delivery of audit, information, and consulting services, and is the company's west region leader overseeing 80 professionals with breadth and depth of knowledge and experience in local government focused on customer care. Education: Doug has a BS in Business Administration with an emphasis in Accounting from California State University, Fresno. Professional Affiliations: He is an associate member of numerous local government associations such as CSMFO and CMRTA.
Lisa Broussard, CTE, CPA VP Audit Operations (Since 1995)	Lisa has over 20 years experience in local compliance auditing. Prior to joining MuniServices she was the President of Broussard Partners. She has been instrumental in retaining one hundred percent of our clients post merger and has continually implemented new cost saving measures for her clients. Lisa oversees the TOT operations and works closely with our clients to identify revenue opportunities. Lisa is a CTE (Certified Tax Examiner) and a licensed Texas CPA. Education: BA in Finance from University of Houston. Affiliations & Memberships: Lisa is an associate member of numerous local government associations throughout the country, including TML and GFOAT.

Client Services/Project Manager

Name/Title	Qualifications/Credentials/Education
Bret Harmon Client Services Manager and Information Services Advisor (Since 2003)	Bret has become an integral part of our service delivery team since joining MuniServices in 2003. His role as Client Services Manager balances his skills and experience in multiple disciplines to create value-adding tools and resources for our clients. Bret's unique ability to combine sophisticated analytical, writing, presentation and interpersonal skills with his leadership experience from working in the public and private sectors makes him a trusted advisor to his clients. He has been the driving force behind many of our major innovations and he has developed, designed and written community marketing materials and developed sophisticated community-analysis models. He has been a repeat presenter at CSMFO and ICSC events while also creating presentations for League of California Cities conferences. In short, he brings MuniServices clients together with the information they need to make the right decisions in insightful, simple and creative ways. Education: Bret graduated from Brigham Young University with a Bachelor of Science degree in Business Management earning high honors and with a Master of Public Administration degree emphasizing in local government with high honors.



Compliance Audit Team

Name/Title	Qualifications/Credentials/Education
Gennaro DiMassa Sr. Auditor (Since 2006)	Gennaro, a Certified Public Accountant, inactive, is responsible for MuniServices CATV Compliance program and is a senior auditor in the UUT, FF and TOT group. He is responsible for the audit and analysis of the Transient Occupancy Tax paid by hotels for compliance with City ordinances. Additionally, he is responsible for conducting Cable TV Company audits for compliance with City agreements. He has ten years of audit experience with a major recovery audit firm and practiced seven years as a CPA with a major CPA firm in the Los Angeles area. Education: BA in Business Administration from California State University, Long Beach.
Tami Nguyen Auditor (Since 2007)	Tami is responsible for the coordination of all data collection, administration, and analysis for Transient Occupancy Tax. She conducts on site audits and helps prepare management reports for our client contacts. Prior to joining MuniServices, she worked for a major home builder as a Treasury Analyst. Education: BA from Rutgers University.

Government Relations

Name/Title	Qualifications/Credentials/Education
Francesco D. Mancina, MBA VP of Government Relations (Since 1995)	Fran is responsible for overseeing company Legislative, Regulatory, and Government Relations activity throughout the country. He monitors, analyzes and leads company lobbying efforts related to legislation, state mandates, and regulatory changes and policies that affect client revenue streams with a primary focus on sales and use tax laws, and the impacts on local and special district sales tax allocation. Fran has spent a significant portion of his time interacting with Mayors and Council Members, SBE Members, County Assessors and Tax Collectors, Legislators, State Agency Directors and their respective staffs. Education: Fran graduated from the University of California, Santa Barbara and earned a Bachelor of Arts degree in Communications, and attended the University of San Francisco where he earned a Masters degree in Business Administration. Professional Affiliations: Fran has served as a member of the League of California Cities Revenue and Taxation Policy Committee and is the President of the League's Partner Program.



References

City of Palm Springs, California

Geoffrey Kiehl, Finance Director

3200 E. Tahquitz Canyon Way (POB 2743), Palm Springs, CA 92262-2743

Telephone: 760.323.8221

Email: Geoffrey.kiehl@palmsprings-ca.gov

Term of Contract: October 6, 2010 to present

Description: The TOT Compliance Review audits are performed in groups to be phased out throughout the years. Over 140 properties have been audited after resulting in findings over \$1 million in additional tax revenue to the City.

The City asked MuniServices to conduct a review of selected lodging providers to include the operations of hotels and rental agencies to determine their understanding of Transient Occupancy Tax Ordinance. The findings of these two groups indicated some misunderstanding and as a result, the City issued a clarifying statement that distinguished between “mandatory” and “optional” charges that was included on the back of the Monthly TOT form that is sent each month to each permit holder. All of the lodging providers have been audited and the findings exceeded \$1 million largely from the clarifying statement that had been issued by the city and based upon the advice and support it had received from the Audit Team.

City of Napa

Tracy Thompson, Revenue Operations Supervisor

Finance Department

955 School Street, Napa, CA 94559

Phone: 707.257.9508

Email: tthompso@cityofnapa.org

Term of Contract: December 2013 to December 2014.

Description: In March 2014, the City issued a Notice to Proceed for the Napa TOT Analysis, Phase 1, and subsequently provided payment data for 42 hotel properties and 45 vacation rentals over 36 months (February 2011 through January 2014). In 2011 we conducted 16 field audits that covered the time period of February 2008 through January 2011. These audits resulted in over \$20,000 of additional tax assessments due.

In October 2014 we reported to the City that out of 20 lodging properties we found over \$600,000. We were recently awarded another TOT contract through a competitive bid process.

City of Vallejo

John Oiler, Audit & Accounts Manager

555 Santa Clara Street

Vallejo, CA 94590

Phone: 707.648.4593

Email: joiler@ci.jallejo.ca.us

Term of Contract: July 2014 to June 2019

Description: In July 2014 the City retained MuniServices to audit 23 lodging properties which resulted in findings of over \$287,000 in additional tax revenue to the City.



Scope of Services

Project Summary

MuniServices' TOT Audit and Compliance Program is designed to assist the City in realizing the TOT revenue to which it is entitled, and to educate third party collectors and remitters of TOT to ensure maximum future compliance with the City's related codes and ordinances. Our TOT findings and recommendations have been validated and accepted by third parties, including the federal and state courts, state revenue agencies, county assessors, and hotel/motel associations.

As authorized by the City, MuniServices will conduct an on-site examination of the records of the lodging properties. In the course of the audit we will verify accuracy of filed lodging tax returns with daily and monthly activity summaries, review a random sample of the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries, review bank statements to verify that deposits reconcile with the reported revenue on the lodging tax returns, review exempted revenue for proper qualifying documentation, review a random sample of exempted guest revenue and trace registration and/or other source documents to verify compliance with the City ordinance, and submit substantiating documentation to the City in order to facilitate collection of revenue due from lodging providers for each identified and confirmed error/omission.

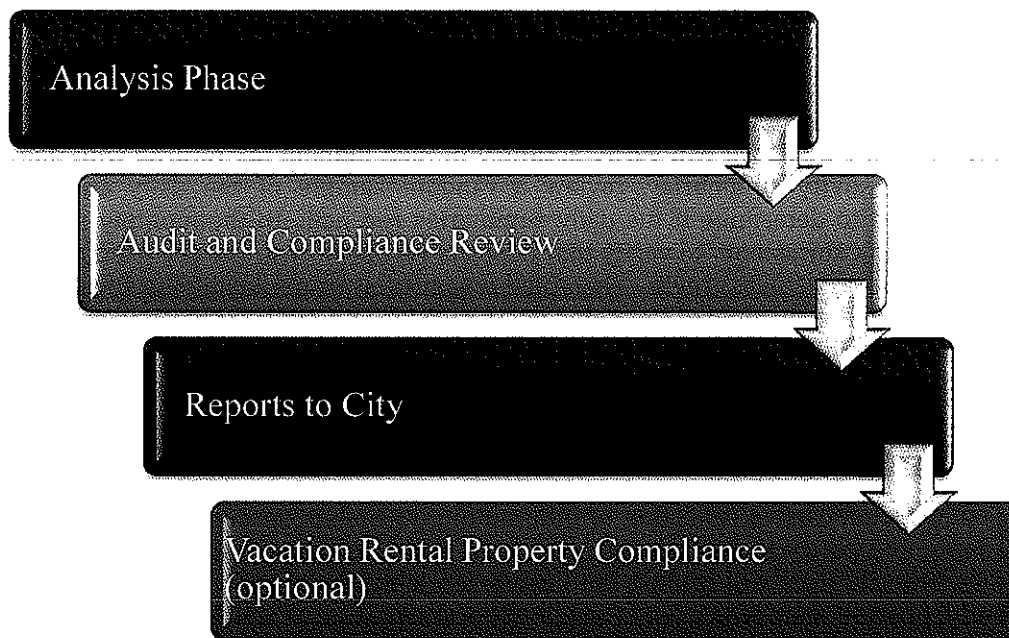
Where possible, we will compare the State and federal tax filings with the lodging tax returns. We will also meet with the City, as necessary, to review findings and recommendations provide assistance in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination; and prepare and document any changes to the review findings and provide revised tax, interest or penalty amounts due the City. Listed below are the descriptions of what each phase is comprised of.

We have three primary objectives: (1) ensure compliance in the most cost effective way, (2) the audit must not only recover tax revenue, but also must improve the relationships between the City and the hotels, and (3) the audit must not unduly burden the fully compliant lodging properties. We commit to not only providing the audit services as indicated below as expeditiously as possible, but also commit to helping the City strengthen those professional relationships and future compliance simultaneously.



Transient Occupancy Tax (TOT) Discovery, Audit and Compliance Services

Our approach to TOT Discovery, Audit and Compliance has proven to be effective in successfully completing lodging tax audits on behalf of our other municipal clients. Shown below is a sample workflow chart and detailed work plan of our process.



I. Analysis Phase Activity: Pre-audit activity is designed to build a strong foundation for development of a customized compliance program tailored to your local tax. In this stage, MuniServices will:

1. Schedule a kick-off meeting with the City to discuss the project, meet City contacts and review the timeline, data required, etc. We begin with a kick-off-meeting, to be scheduled at the City's convenience, typically within a week of receiving a fully executed contract. This meeting usually lasts about an hour and allows the lead auditor to discuss the project in more detail with the City representative(s) in order to clarify the process and the documentation necessary to begin. Most programs can be completed and submitted to the City within three (3) months from receipt of the requested data.

At this meeting we will review with the City the documents we need (typically 48 months of taxpayer remittance history for each assigned audit, or for all licensed lodgers if the optional analysis is selected, and a copy of the current local ordinance). We also ask that the City inform us of any circumstances concerning properties chosen by the City for audit.

2. Establish a comprehensive inventory of all lodging properties subject to taxation by the City and the database elements (public and private databases) needed to facilitate further analysis. Upon receipt of audit list, we provide the City an Announcement Letter for each property. This letter will need to be printed on City letterhead, signed and



mailed (from a City official). Alternatively, the City may provide MuniServices with a blanket authorization form to be sent with our scheduling letter. This announces to the property owner that the City has engaged our services to review their financial records pertaining to the lodging tax.

3. Review the City's Transient Occupancy Tax Ordinance to adapt audit and education materials to match the ordinance.
4. Review lodging provider return information from the most recent 48 months (or less, if the City so desires), in order to identify unusual or suspicious reporting and/or activities that warrant further review; Upon receipt of the returns from the City, we begin the review of the data provided (typically 1-2 weeks to complete review). In the course of the audit we will verify accuracy of filed lodging tax returns with daily and monthly activity summaries, review a random sample of the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries, review bank statements to verify that deposits reconcile with the reported revenue on the lodging tax returns', review exempted revenue for proper qualifying documentation, review a random sample of exempted guest revenue and trace registration and/or other source documents to verify compliance with the City ordinance, and for each error/omission identified and confirmed, submit substantiating documentation to the City in order to facilitate collection of revenue due from lodging providers. Where possible, we will compare the State and federal tax filings with the lodging tax returns.
5. Conduct unobtrusive collection of information on each property, including number of rooms, occupancy rate, property's condition, business dynamics; As authorized by the City, MuniServices will contact the businesses selected for audit to notify them of the audit, provide them with a list of required documentation as well as any other necessary notifications as requested by the City. This typically takes place within 3-5 business days after the Announcement Letter is mailed.

MuniServices will analyze the data we have gathered and:

0. Provide a detailed Analysis of Data report to the City. MuniServices will send out project instructions to the City upon contract execution. The analysis report will provide a detailed analysis report to the City identifying lodging providers who might require additional investigation or review to determine their compliance with the City's TOT ordinance. The report will be issued 90 days following full provision of returns and information detailed in the instructions. An interactive review of the analysis report will be held soon thereafter if desired.
1. Data analysis: After we have scrubbed and standardized the new data we run the data through proprietary systems designed to identify potentially non-compliant entities and cross check the data against your existing list of compliant entities. We continually analyze the output from our proprietary systems to ensure the identified entities match the target objectives.
2. Human factor: Once our system completes its analysis we refine the list further through human analysis. Analysts comb through the output listing and conduct additional research to confirm, exclude or add additional entities to the final list.
3. When we receive the returns, we enter the data into our worksheets to develop trends, property comparison, exempt rent to gross rent variation, etc. We research the statistics on the city and properties. Based on this data, we select specific properties for audit (if the City hasn't requested specific properties). The City will receive a hard copy Analysis Report identifying the properties and why they were selected.



4. Coordinate with City official(s) as necessary to review the data gathered: Once the City approves the hotels selected for audits, we will forward the City Announcement Letters that need to be mailed to the properties on City letterhead. Once the City sends out the letters to the properties, we request they send us a copy of the signed letters.

II. Audit and Compliance Review Hotels and Motels: Based on the results of the Discovery & Analysis phase, MuniServices may recommend certain lodging properties (hotels and motels) progress to a Comprehensive Review that consists of the following:

5. Verify accuracy of filed TOT returns with daily and monthly activity summaries.
6. Review a random sample of the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries.
7. Review secondary and tertiary documentation such as bank statements to verify that deposits reconcile with the reported revenue on the TOT returns or other tax filings.
8. Review exempted revenue for proper supporting documentation.
9. Submit a compliance review that includes documentation necessary to facilitate recovery of revenue due for prior periods for each error/omission identified and confirmed. A report will be provided for each lodging provider reviewed.
10. Draft notices of deficiency determination, commendation and warning letters as applicable.
11. Assist the City in reviewing any matters submitted by lodging providers contesting a deficiency determination.
12. Prepare and document any changes to the compliance review findings.

III. Final Report to the City: At the conclusion of the Discovery, Analysis and Audit Compliance, the City can expect to receive:

- *Compliance Review Report.* After conducting all the phases MuniServices will submit a written compliance review report to the designated City staff member(s) that include our findings; the documentation necessary to facilitate recovery of revenue due for prior periods for each error/omission identified and confirmed; and draft notices of deficiency determination, commendation and warning letters as applicable, and recommendations. A report will be provided for each lodging provider reviewed. Provide assistance to the City in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination; and
- Prepare and document any changes to the compliance review findings and provide revised tax, interest or penalty amounts due the City.

City Assistance

For MuniServices to conduct the requested audits, the City will need to assist MuniServices by providing necessary information and assistance to include, but not be limited to, the following:

- Send Audit Announcement Letter to each lodging provider to be examined with a copy to MuniServices.
- Inform MuniServices of any circumstances concerning existing payees.
- Inform MuniServices of the development of new lodging properties no later than a Certificate of Occupancy being granted.
- *Data.* The City will need to provide copies of returns submitted by all domiciled lodging providers for the most recent thirty-six (36) to forty-eight (48) months to MuniServices prior to the start of Phase I. If the City has the full return data digitized, submitting such in electronic format would be preferable.



Cost Proposal

Transient Occupancy Tax (TOT) Discovery, Audit and Compliance Services

Phase I: Discovery and Analysis

The City will pay MuniServices a fixed fee of \$650 per lodging property. This fee applies to all lodging properties located in the City limits, including lodging properties located via discovery. MuniServices will invoice this upon delivery of the analysis report.

Phase II: Compliance Review

The City will pay MuniServices a fixed fee of \$950 per lodging property reviewed.

Based on our experiences, as a result of the Discovery and Analysis Phase (Phase I), approximately 30% of the lodging providers are generally recommended for the Phase II Compliance Review.

Estimated Pricing Schedule Based on 16 Lodging Providers

Phase 1 at \$650 per property = \$10,400

Phase 2 at \$950 per property (assume 1/3) = \$5,700

Travel and Expense = up to \$2,000*

*should MuniServices also conduct the audit compliance phase at the same time as in Rocklin, MuniServices will spread the T & E expense proportionately.

Total Fixed Bid NTE = \$18,100



COUNCIL COMMUNICATION

CC #: 7247
File #: 0900-02

Title: Western Placer County Groundwater Management Plan – Year 8 Implementation - Professional Services Agreement
Contact: Kelye McKinney 774-5552 kmckinney@roseville.ca.us

Meeting Date: 11/4/2015
Item #: 7.13.

RECOMMENDATION TO COUNCIL

Adopt a resolution approving the Year 8 implementation budget for the Western Placer County Groundwater Management for a total of \$218,170.00 of which Roseville's share is \$50,000.00. After approving the budget and proposed allocation, adopt a resolution authorizing the Acting City Manager to execute the Professional Services Agreement with GEI Consultants, Inc. for Year 8 Implementation Projects.

BACKGROUND

The Western Placer County Groundwater Management Plan (GMP) was prepared in accordance with the California Groundwater Management Act, Assembly Bill 3030 (AB3030), and Senate Bill 1938 (SB 1938). The overall goal of the GMP is to maintain the quality and ensure the long-term availability of shared groundwater resources to meet backup, emergency, and peak demands without adversely affecting other groundwater uses within the GMP area.

In order to promote regionally consistent and cooperative groundwater management goals and objectives, staff proposed development of a joint plan with Placer County Water Agency (PCWA). PCWA agreed to this approach and, in December 2005, the PCWA Board approved an agreement to share the cost of a joint GMP. Since then, the City of Lincoln (Lincoln) and California American Water Company (CalAm) have joined the efforts as partners. Although not a cost sharing partner, Placer County has also been an active participant in the development of the GMP.

To achieve the overall goal, the GMP sets forth five management objectives and five primary plan components that identify the specific actions to implement for the purpose of maintaining the overall health of the groundwater basin. The five management objectives are:

- Management of the groundwater basin shall not have a significant adverse effect on groundwater quality;
- Manage groundwater elevations to ensure an adequate groundwater supply for backup, emergency, and peak demands without adversely impacting adjacent areas;

- Participate in State and Federal land surface subsidence monitoring programs;
- Protect against adverse impacts to surface water flows in creeks and rivers due to groundwater pumping; and
- Ensure groundwater recharge projects comply with state and federal regulations and protect beneficial uses of groundwater.

The five primary plan components to be implemented in support of the management objectives are:

- Stakeholder involvement which includes involving the public, other interested agencies, advisory committees in GMP development and implementation;
- Monitoring programs including groundwater elevation and quality monitoring, as well as land surface elevation monitoring;
- Groundwater resource protection which includes providing well construction, abandonment, and destruction policies as well as protection measures for wellheads and recharge areas,
- Groundwater sustainability including conjunctive management activities (banking and exchange of groundwater and surface water) and demand reduction; and
- Planning integration including the use of existing planning efforts such as the Water Forum Agreement and Urban Water Management Plan to coordinate groundwater planning efforts across jurisdictional boundaries.

These objectives and components support the water supply and management objectives of the 1993 Placer County General Plan. A copy of the final version of the GMP is available for review in the City Clerk's office.

With the adoption of the GMP by participating agencies, a Memorandum of Agreement (MOA) for Implementation of the Western Placer County Groundwater Management Plan was developed. Parties to this agreement included the City, PCWA, Lincoln, and CalAm, who cooperatively implemented the primary GMP components as listed above. The City is the administering agency for the MOA and has authority to manage funds associated with the project, contract for legal and consulting services, and implement the GMP in accordance with the California Groundwater Management Act with confirmation from all other parties.

Per Items 2, 7, and 8 of the MOA, an annual budget to implement elements of the GMP is required for expenditure for the upcoming year. Any fund balance will be carried over towards next year's implementation activities. A total of \$62,301.00 will be carried over from previous years towards Year 8's budget as show in Attachment A. The GMP partners agreed on the implementation tasks which include GMP program management, assistance related to implementation of the Sustainable Groundwater Management, water quality sampling, transducer purchase, installation and data analysis for 9 monitoring wells and continued monitoring of groundwater levels in western Placer County as required by the California State Groundwater Elevation Monitoring (CASGEM) program. The level of effort to complete these tasks is outlined in the scope of work provided by the GMP partners' engineering consultant, GEI consultants, Inc. (GEI) in the amount of \$218,200.00. A copy of the contract and the scope of work are included as Attachment B. Roseville, PCWA, and Lincoln will each contribute \$50,000.00 towards the effort and CalAm will contribute \$25,000.00 for Year 8. The remaining costs will be covered through carry-over budget available from past partner contributions to the program.

FISCAL IMPACT

Funding capital for the WPCGMP Implementation was originally appropriated from the Roseville Water Operations Fund. The current approved budget for the project is sufficient for Roseville's share. Future percent participation will be determined by the partners when the particular annual budget is developed.

ECONOMIC DEVELOPMENT / JOBS CREATED

The implementation of Year 8 WPCGMP projects will continue the effort for protecting groundwater resources in western Placer County. This effort will facilitate the continuance of 1 FTE staff in profession/technical field.

ENVIRONMENTAL REVIEW

The implementation of the Western Placer County Groundwater Management Plan will provide for the protection of groundwater resources within the South Placer area. The proposed budget adoption and contract authorization are not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines § 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Kelye McKinney, Assistant Environmental Utilities Director

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Attachment A Western Placer County Groundwater Management Plan Implementation Budget

Resolution 15-475

Attachment B GEI Professional Services Agreement and Scope of Work

Attachment A

Western Placer County Groundwater Management Plan Implementation Budget

Attachment A - Western Placer County Groundwater Management Plan Implementation Budget									
WPCGMP Implementation Budget	Year 1 Costs	Year 2 Costs	Year 3 Costs	Years 4 & 5 Costs	Year 6 Costs	Year 6 Actual	Year 7 Costs	Year 8 Costs	
Carry Over Balance		\$ 21,731	\$ 34,776	\$ 129,120	\$ 99,454	\$ 99,454	\$ 105,597	\$ 62,301	
Plan Partners' Contribution	\$ 135,000	\$ 196,000	\$ 175,000	\$ 130,000	\$ 100,000	\$ 145,000	\$ 145,000	\$ 175,000	\$ 175,000
Component No. 1 Stakeholder Involvement									
Brochure	\$ 3,200								
Public Meetings	\$ 8,000	\$ 8,952							
Update Website	\$ 2,750								
Stakeholder Coordination/Communication	\$ 5,000		\$ 25,725	\$ 21,000	\$ 10,248	\$ 28,080	\$ 15,157	\$ 20,935	\$ 11,444
County Presentations (assumes 4)	\$ 2,000								
TRC meetings (WPCGMP PM)	\$ 8,000	\$ 16,715		\$ 21,000	\$ 20,928	\$ 14,700	\$ 20,998	\$ 25,736	
Grant Opportunities update				\$ 3,006					
Subtotal	\$ 38,170	\$ 25,667	\$ 25,725	\$ -	\$ 45,006	\$ 59,256	\$ 29,857	\$ 41,933	\$ 37,180
Component No. 2 Monitoring Program									
Conduct Well Inventory Assessment - Desktop Study	\$ 20,000	\$ 18,818							
Installation of Monitoring Wells (assumes 2 every other year)	\$ -								
(MW installation - cost share for DWR grant)	\$ -	\$ 35,819							
(MWH - AB303 MW - Spec, CM, Coordination)	\$ 5,000	\$ 49,600			\$ 99,006	\$ 100,000			
(MWH - Scope increase - Additional Well)	\$ -	\$ 12,000							
Update and expand SOPs/Produce 2009 GW Contour	\$ 5,000	\$ 8,103							
Land Subsidence Coordination	\$ -								
Conduct Partner Data Compilation Summary	\$ 15,000	\$ 9,930							
Provide, populate, and update data in DMS	\$ 15,000	\$ 19,116							
Develop GW Modeling Workplan	\$ -								
Update GW Modeling Scenarios	\$ -								
Completion of Bi-Annual State of the Basin Report	\$ -			\$ 51,322			\$ 51,360		
MW Network, Sampling & Data Mgmt - CASGEM related	\$ -		\$ 44,347	\$ 3,154	\$ 6,437	\$ 9,000	\$ 12,228	\$ 12,599	
Water Quality Sampling							\$ 34,249	\$ 120,336	
Transducer installation, download and analyses							\$ 21,526		
Water Quality Analysis (BSK lab thru Roseville - no GEI)							\$ 37,800		
Transducer purchase (purchase from vendor by Roseville)							\$ 19,200	\$ 48,055	
Subtotal	\$ 68,377	\$ 153,386	\$ 44,347	\$ -	\$ 54,476	\$ 105,443	\$ 109,000	\$ 176,363	\$ 180,990
Component No. 3 Groundwater Resource Protection									
Conduct Well Inventory Assessment - Desktop Study	\$ -								
(completed as part of Component No. 2)	\$ 5,000								
Well Abandonment/Destruction - Optional for Yrs 4 & 5				Optional not completed					
Grant Application				\$ 22,738					
Destroy Prioritized List of Wells (assumes 2 every other year)									
Recharge Study - identification of Areas for Protection									
GW Protect & Sust - additional MW, basin sustain yard			\$ 10,584	\$ 10,822					
Hydrogeologic Framework				\$ 11,956					
Water Balance				\$ 28,432					
Recharge Study - identification of Areas for Protection									
Contamination Studies, Mitigation, & Remediation									
Change orders for Wtr Bal & Sustain Yield Studies				\$ 86,236					
Subtotal	\$ 6,722	\$ -	\$ 10,584	\$ -	\$ 160,184	\$ -	\$ -	\$ -	\$ -
Component No. 4 Groundwater Sustainability									
Regional Aquifer Characterization Study		\$ 3,902							
Conjunctive use opportunities within the WPCGMP area									
Direct recharge opportunities									
Subtotal	\$ -	\$ 3,902	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Component No. 5 Planning Integration									
Coordinate w/SGA and Sutter County on modeling efforts									
Groundwater Management Plan Update									
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DRAFT WPCGMP Administrative Budget	Year 1 Costs	Year 2 Costs	Year 3 Costs	Years 4 & 5 Costs	Year 6 Costs	Year 6 Costs	Year 7 Costs	Year 8 Costs	
Total	\$ 113,269	\$ 182,955	\$ 80,656	\$ -	\$ 259,666	\$ 164,699	\$ 138,857	\$ 218,296	\$ 218,170
Fund Balance	\$ 21,731	\$ 34,776	\$ 129,120	\$ -	\$ 99,454	\$ 79,755	\$ 105,597	\$ 62,301	\$ 19,131
Cost Contribution Per Entity									
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 6	Year 7	Year 8
City of Roseville	\$ 40,000	\$ 57,000	\$ 50,000	\$ 35,000	\$ 25,000	\$ 40,000	\$ 40,000	\$ 50,000	\$ 50,000
Placer County Water Agency	\$ 40,000	\$ 57,000	\$ 50,000	\$ 35,000	\$ 25,000	\$ 40,000	\$ 40,000	\$ 50,000	\$ 50,000
City of Lincoln	\$ 30,000	\$ 57,000	\$ 50,000	\$ 35,000	\$ 25,000	\$ 40,000	\$ 40,000	\$ 50,000	\$ 50,000
Cal American Water Company	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Placer County (tentative)									
Total	\$ 135,000	\$ 196,000	\$ 175,000	\$ 130,000	\$ 100,000	\$ 145,000	\$ 145,000	\$ 175,000	\$ 175,000

Note:

Budget shall be approved by the governing body of each Party prior to funding. Budget shall include the allocation of Funds.

Apportionment of Administrative Expenses to be shared among the Parties. Not necessarily in equal shares per MOA Agreement No. 2 and No.8

Yearly costs include and estimate of program management and construction costs.

Yearly costs do not include and offset in the form of grant dollars.

Yearly costs do not include purveyor/City Administrative costs.

RESOLUTION NO. 15-475

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND
GEI CONSULTANTS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Professional Services Agreement regarding the Western Placer County
Groundwater Management Plan – Year 8 Implementation, by and between the City of Roseville
and GEI Consultants, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said agreement is hereby approved and that the City Manager is authorized to execute it on
behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Attachment B

GEI Professional Services Agreement and Scope of Work

PROFESSIONAL SERVICES AGREEMENT

Project: Western Placer County Groundwater Management Program – Year 8 Implementation

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and GEI Consultants,
Inc., a Massachusetts corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of implementing goals and objectives of the Western Placer County Groundwater Management Program; and

WHEREAS, CONSULTANT has prepared a proposal dated May 8, 2015, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional services related to hydrogeological and project management services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.
2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "A." Total compensation shall not exceed two hundred eighteen thousand, one hundred seventy dollars (\$218,170).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) calendar days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, to the extent caused by CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, and employees as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) calendar days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

9. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

10. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of City. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

11. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the

Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in EXHIBIT "A" and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

15. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) calendar days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) calendar days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

18. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

19. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Richard D. Plecker, Environmental
Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Richard Shatz, Principal Hydrogeologist
GEI Consultants, Inc.
2868 Prospect Park Drive, Suite 400
Rancho Cordova, CA 95670

Either party may amend its address for notice by giving notice to the other party in writing.

20. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

GEI CONSULTANTS, INC., a
Massachusetts corporation

BY: _____
ROB JENSEN
Acting City Manager

BY: Jimmy W. Kall
its: CHIEF FINANCIAL OFFICER

and

ATTEST:

BY: Williamson
its: VICE PRESIDENT

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT “A”

Scope of Work

Western Placer County Groundwater Management Program Year 8 Implementation



Submitted by

GEI Consultants, Inc.
2868 Prospect Park Drive, Suite 400
Rancho Cordova, CA 95670
T: 916.631.4500
F: 916.631.4501

May 8, 2015

Scope of Services and Cost Estimate

This work plan has been designed to provide hydrogeological and project management services to support efforts during Year 8 of the Western Placer County Groundwater Management Program (WPCGMP) implementation. The tasks to be accomplished during Year 8 will include WPCGMP and stakeholder meetings, water quality sampling and analysis of up to 57 monitoring wells to establish baseline conditions, tracking groundwater recharge events in the newly constructed monitoring wells, and continued support of the California Statewide Groundwater Elevation Monitoring (CASGEM) monitoring and reporting program. Each of these tasks are described below:

TASK 1: WPCGMP PROGRAM MANAGEMENT

We understand the GMP Partners (City of Roseville, City of Lincoln, Placer County Water Agency, California American Water) are planning to meet about every six weeks to organize and coordinate groundwater management activities in Western Placer County (WPC). Mr. Richard Shatz, a California-certified hydrogeologist, will be the program manager to coordinate and attend all meetings. We thoroughly understand the need to provide strong coordination of the meetings to make use of this valuable time.

GEI will perform the following subtasks:

- Coordinate with GMP Partners to identify key issues that need to be addressed at the meetings and prepare and distribute agendas.
- Track the action items and identify any outstanding action items that should be discussed and addressed.
- Present updates on groundwater/surface water interaction monitoring and water quality sampling results along with activities by the California Department of Water Resources for implementation of Groundwater Sustainable Management Act.
- Identify state, public, technical, and professional meetings to the GMP Partners for their consideration. Attend outside meetings as directed by the GMP Partners. Identify potential speakers for GMP meetings.
- Describe grant funding opportunities.
- Document the results of each meeting and distribute the meeting minutes.
- Identify opportunities to engage other groundwater management organizations and large groundwater users.

GEI's team members stay abreast of current groundwater issues and approaches and attend or are on committees for Association of California Water Utilities, Groundwater Resources Association (GRA), Sacramento Area Water Works Association, Regional Water Authority (RWA), and Sacramento Groundwater Association (SGA) meetings along with webcasts, public outreach and other meetings discussing the upcoming Sustainable Groundwater Management Act implementation. GEI's senior professionals also track grant funding to identify opportunities.

Assumptions: None.

Deliverables: Meeting agendas, meeting minutes, grant opportunities, and technical and professional meetings and Powerpoint presentations.

TASK 2: PUBLIC MEETINGS AND STAKEHOLDER COORDINATION/COMMUNICATION

Public outreach meetings may be necessary to distribute or collect information and attempt to gain consensus or involvement with the WPCGMP and the Sustainable Groundwater Management Act and grant opportunities. GEI will provide senior personnel as directed by the WPCGMP Partners.

Assumptions: Up to five meetings have been budgeted.

Deliverables: Meeting agendas, Powerpoint presentations, and meeting minutes.

TASK 3: WATER QUALITY SAMPLING

The WPC Partners, including Placer County, have up to 57 monitoring wells (including 10 recently constructed monitoring wells) that are used to track groundwater levels. Water quality samples were collected from some of these wells but only once, shortly after they were constructed. Fifteen wells were sampled between 2003 and 2005, eighteen wells were sampled in 2011 and 10 wells were sampled in early 2015. A WPC region wide evaluation of water quality has not been performed since 1975. A new groundwater quality baseline needs to be established. We plan to collect the water quality samples during the late summer months of 2015, when with the continued drought should have stressed the aquifers, due to increased groundwater pumping, so that any potential groundwater quality issues will be more readily identifiable.

GEI will need to prepare for water quality sampling in summer 2015. Two of the monitoring wells are not producing clear water and are need of further development before being suitable for water quality sampling. GEI will arrange with Confluence Environmental to redevelop the wells through the use of AquaClear PFD and mechanical methods. The work will also include development of a water quality database (Excel) and populating with both the 1975 data and historic data obtained by the Partners.

GEI will collect water quality samples from up to 55 monitoring wells, by using a combination of pump and purge methods along with six depth discrete water quality sampling in 2 additional wells or a total of 61 water quality samples. Four of the wells are expected to have pumps in the wells. Three well volumes will be purged from each well prior to collection of water quality samples. GEI will measure field parameters (electrical conductivity, pH, turbidity, dissolved oxygen and temperature) at the time of sampling. The samples will be analyzed for general mineral, nitrate, boron, hexavalent chromium, metals, perchlorate, and volatile organic compounds.

Assumptions: GEI will subcontract to BSK laboratory and directly pay for analytical costs (laboratory costs at Roseville rates). GEI will pay for outside services and materials to redevelop the wells. Water from the redevelopment can be placed on the adjacent land. No development fluids will be allowed to reach surface water.

Deliverables: A Technical Memorandum (TM) describing the sampling methods, provide the analytical results, and to develop plots of the water quality distribution. This TM is intended to be used as a reference document for the development of a Groundwater Sustainability Plan or may become an appendix to the 2015-2016 Biennial Report. The TM will be prepared after the sampling in September 2015.

TASK 4: TRANSDUCER PURCHASE, INSTALL, DOWNLOAD AND ANALYSES

The California Department of Water Resources (DWR) awarded a Local Groundwater Assistance Program, AB303 Grant to the Partners (City of Roseville being the contracting entity) to construct 10 new monitoring wells to assess surface water/groundwater interactions, to better define groundwater recharge areas and to assess groundwater quality. Construction of all of the new monitoring wells was completed in March 2015. To gather important information on the location, amount and timing of recharge from stream bed recharge, 9 transducers (one well is dry) will be purchased by GEI for each of the new monitoring wells. GEI will install the equipment into the monitoring wells.

We anticipate the groundwater levels will respond to precipitation events but the changes may be different depending on the intensity and duration of precipitation events. During the summer months the surface water may have little effect on groundwater levels. The transducers will be programed for the summer months to take measurements once per day and the data will be downloaded prior to the rainy season. During the winter months the transducers will be programmed to take groundwater level measurements every 15 minutes so that the data will correlate easily to surface

water gaging station measurements during the winter months. The transducers have enough memory to be able to collect 6-months worth of measurements at 15-minute intervals, but the value of the data is high. Therefore, we propose to retrieve the measurements after significant storm events. We will also download and archive the gaging station measurements and plot the correlations up to six times through June of 2016.

Assumptions: In-Situ vented transducers will be purchased by GEI for the Partners. The plots of the data and interpretations will be presented during the GMP meetings.

Deliverables: The data and a thorough discussion will be provided in a TM that will be used as a reference document defining recharge areas for the development of a Groundwater Sustainability Plan or may become an appendix to the 2015-2016 Biennial Report. The TM will be prepared after the winter rains; in April 2016.

TASK 5: CASGEM SUPPORT

The City of Roseville (City) is the approved monitoring entity for the CASGEM program for the Western Placer County area and as such coordinates monitoring activities and reporting of the results. GEI has been designated by the City to access the program and upload data. We anticipate the City may want to add additional monitoring wells to the program.

GEI will complete the following items:

- Notify the GMP Partner associates when to monitor, accumulate the results and check the reasonableness of the measurements by comparing them to historic measurements. Archive them into our database for use in the next Biennial State of the Basin Report or for inclusion into a Groundwater Sustainability Plan. Upload the measurements to the CASGEM system.
- Prepare well construction summary sheet in preparation to add new monitoring wells to the CASGEM system and upload the information.

Assumptions: CASGEM groundwater level monitoring will only be required to be uploaded in the spring and fall of each year.

Deliverables: E-mail notifications to monitoring entities when to monitor. Regular updates to the Partners.

COST ESTIMATE

We propose to complete the project on a time and materials basis with a not-to-be exceeded budget of \$218,200. As negotiated with the City a 10 percent mark-up will be allowed on subcontractors. The estimated cost for our services is shown on the attached spreadsheet.

Please call Mr. Shatz at (916) 631-4566 if you have any questions pertaining to this proposal.

Regards,



Richard W. Shatz, C.H.G. 84
Principal Hydrogeologist



Michael Cornelius, P.G. 6222
Vice President

Enclosures

Table 1
Western Placer County Groundwater Management Program - Year 8 Implementation
Western Placer County, California

<u>Description</u>	<u>Labor Cost</u>	<u>Expenses</u>	<u>Subcontractors</u>	<u>SUBTOTAL</u>
Task 1 - WPCGMP Program Management	\$25,736	\$0	\$0	\$25,736
Task 2 - Public Meeting and Stakeholder Coordination	\$11,444	\$0	\$0	\$11,444
Task 3 - Water Quality Sampling	\$81,903	\$7,910	\$30,523	\$120,336
Task 4 - Transducer Purchase, Install, Download and Analyses	\$29,905	\$0	\$18,150	\$48,055
Task 5 - CASGEM Support	\$12,599	\$0	\$0	\$12,599
			Total Year 8	\$218,170

$$12 \leq \delta \leq 14 \Rightarrow \frac{1}{2} \leq \frac{\delta}{14} \leq \frac{1}{2} \Rightarrow \frac{1}{2} \leq \frac{\delta}{14} \leq \frac{1}{2}$$

SUB-TASKS	Senior Princ										Word Proc	Office Aid
	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10		
GMP Meeting Preparation (Agenda and PowerPoints)								32				
GMP Meeting Attendance								40				
GMP Meeting Minutes								16				
Program Management								8				
TOTAL	0	0	0	0	0	0	0	96	24	0	8	0

Task Subtotal:	25,736
\$	

Task 2 - Public Meeting and Stakeholder Coordination

Western Placer County Groundwater Management Program - Year 8 Implementation
Western Placer County, California

Labor	Rate	Units	Hours	Fee	Expenses	Rate	Units	Quantity	Fee
Senior Principal	312 Hrs		0	\$	Mileage	\$	0.56		\$
Senior Consultant - Grade 9	312 Hrs		0	\$	Reproduction	\$	-	L/S	\$
Senior Consultant - Grade 8	253 Hrs		0	\$	Shipping	\$	-	L/S	\$
Senior Professional - Grade 7	225 Hrs		40	\$	Laboratory Testing	\$	-	L/S	\$
Senior Professional - Grade 6	190 Hrs		0	\$	Equipment Rental	\$	-	Wk	\$
Senior Professional - Grade 5	167 Hrs		0	\$	Consumables	\$	-	week	\$
Project Professional - Grade 4	141 Hrs		12	\$	Lodging	\$	130.00	day	\$
Project Professional - Grade 3	126 Hrs		0	\$	Per Diem	\$	65.00	day	\$
Staff Professional - Grade 2	114 Hrs		0	\$	Permit Fees	\$	-	L/S	\$
Staff Professional - Grade 1	104 Hrs		0	\$					
Sr. CADD Drafter and Designer	126 Hrs		0	\$	Expenses:				\$
CADD Drafter/Designer and Senior Technician	114 Hrs		0	\$					
Technical, Word Processor, Administrative Sk	94 Hrs		8	\$	Subcontractors	Rate	Units	Quantity	Fee
Office Aid	73 Hrs		0	\$		-	L/S		\$
						-	L/S		\$
Direct Labor:				\$ 11,444					
								Subcontractors:	\$

SUB-TASKS	Senior Princ	Grade 9	Grade 8	Grade 7	Grade 6	Grade 5	Grade 4	Grade 3	Grade 2	Grade 1	CADDIGIS	CADD	Graphic Design	Office Aid
Meeting Preparation, Attendance, Presentation				40			12							8
TOTAL:	0	0	0	40	0	0	12	0	0	0	0	0	8	0

Task Subtotal:
\$ 11,444

Western Placer County Groundwater Management Program - Year 8 Implementation
Western Placer County, California

SUB-TASKS		Senior Princ.	Grade 9	Grade 8	Grade 7	Grade 6	Grade 5	Grade 4	Grade 3	Grade 2	Grade 1	Sr	CADD/GIS	CADD	Word Proc	Office Aid
Purchase Transducers					1			2								
Install																
Travel									6							
Install per site					1			10	15							
Site to Site									5							
Table location of transducers serial Nos.					1			2	2							
Transducer downloads (\$ times)					2					70						
Obtain streamflow records										3						
Plot data (additional times)					6			24		5						
Prepare Summary Report					6			32							6	
Draft #2 BSBR (Cathy edits)					6			4								
Final report					1			4								
TOTAL		0	0	0	26	0	0	78	28	78	0	0	0	0	6	1

Task Subtotal:
\$ 48,055

Western Placer County Groundwater Management Program - Year 8 Implementation
Western Placer County, California

[illegible]

SUB-TASKS

SUB-TASKS	Senior Princ	Grade 9	Grade 8	Grade 7	Grade 6	Grade 5	Grade 4	Grade 3	Grade 2	Grade 1	Sr CADDIGIS	CADD	Word Proc.	Office Aut
Selection of additional wells				8										
CASGEM input additional wells to network				6		16								
Coordinate Spring and Fall monitoring				6		32								
QA/QC measurements				6		6								
TOTAL	0	0	0	20	0	0	54	0	0	0	0	0	0	0

Task Subtotal:



COUNCIL COMMUNICATION

CC #: 7220
File #: 0800-03

Title: Advanced Metering Infrastructure Consulting - Professional Services Agreement
Contact: Matt Nelson 774-5618 mnelson@roseville.ca.us

Meeting Date: 11/4/2015
Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the Acting City Manager to execute the attached Professional Services Agreement with UtiliWorks for assessment and procurement of Advanced Metering Infrastructure.

BACKGROUND

Advanced Metering Infrastructure (AMI) is a hardware, communications, and software system that enables two-way communication between a utility and a customer's meter. These systems, also known as the smart grid, will provide Roseville the ability to optimize electricity flows, respond to outages sooner, monitor energy theft, and provide advanced rate and rebate programs to customers. The Roseville Electric Utility and the Water Division of the Environmental Utilities Department are jointly participating in the AMI project.

Roseville previously hired Leidos Engineering to perform a business case analysis. The Leidos review concluded that it was technically feasible and financially viable to continue to investigate installing AMI in Roseville. Pacific Gas and Electric has already installed AMI on their natural gas meters in Roseville.

UtiliWorks will perform a full AMI needs assessment of the City utilities, create a request for proposals, and assist in evaluating and negotiating the proposals from AMI vendors. There is an optional second phase in this contract to continue the consulting services with UtiliWorks through implementation and deployment efforts of the AMI installation.

FISCAL IMPACT

The consulting services will cost \$168,840.00. Funds are available in the Electric Operations Fund FY2015/16 Budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The AMI Consulting project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Matt Nelson, Electric Business Analyst

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution 15-477

AMI contract UtiliWorks signed

RESOLUTION NO. 15-477

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND UTILIWORKS CONSULTING, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement regarding the Advanced Metering Infrastructure (AMI) Project, by and between the City of Roseville and UtiliWorks Consulting, LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Advanced Metering Infrastructure Consulting

THIS AGREEMENT is made and entered into this ____ day of _____, 20 __,
by and between the City of Roseville, a municipal corporation ("CITY"), and UtiliWorks
Consulting, LLC., a Louisiana limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of the assessment and
procurement of Advanced Metering Infrastructure; and

WHEREAS, CONSULTANT has prepared a proposal which describes the scope of work
to be performed by CONSULTANT, the budget for the work, and the schedule for performance
of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference.
2. Compensation. For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "A," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one hundred sixty-eight thousand, eight hundred and forty dollars (\$168,840).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

9. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

10. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

11. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the

Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

15. Termination of Agreement. The CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

18. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

19. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Michelle Bertolino,
Electric Utility Director
2090 Hilltop Circle
Roseville, CA 95747

CONSULTANT

UtiliWorks Consulting, LLC.
2351 Energy Dr. Suite 1010
Baton Rouge, LA 70808

Either party may amend its address for notice by giving notice to the other party in writing.

20. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

UTILIWORKS CONSULTING, LLC.,
a Louisiana limited liability company

BY: _____
ROB JENSEN
Acting City Manager

ATTEST:

BY: 
its: Managing Director
and
BY: 
its: Officer

BY: _____
SONIA OROZCO
City Clerk

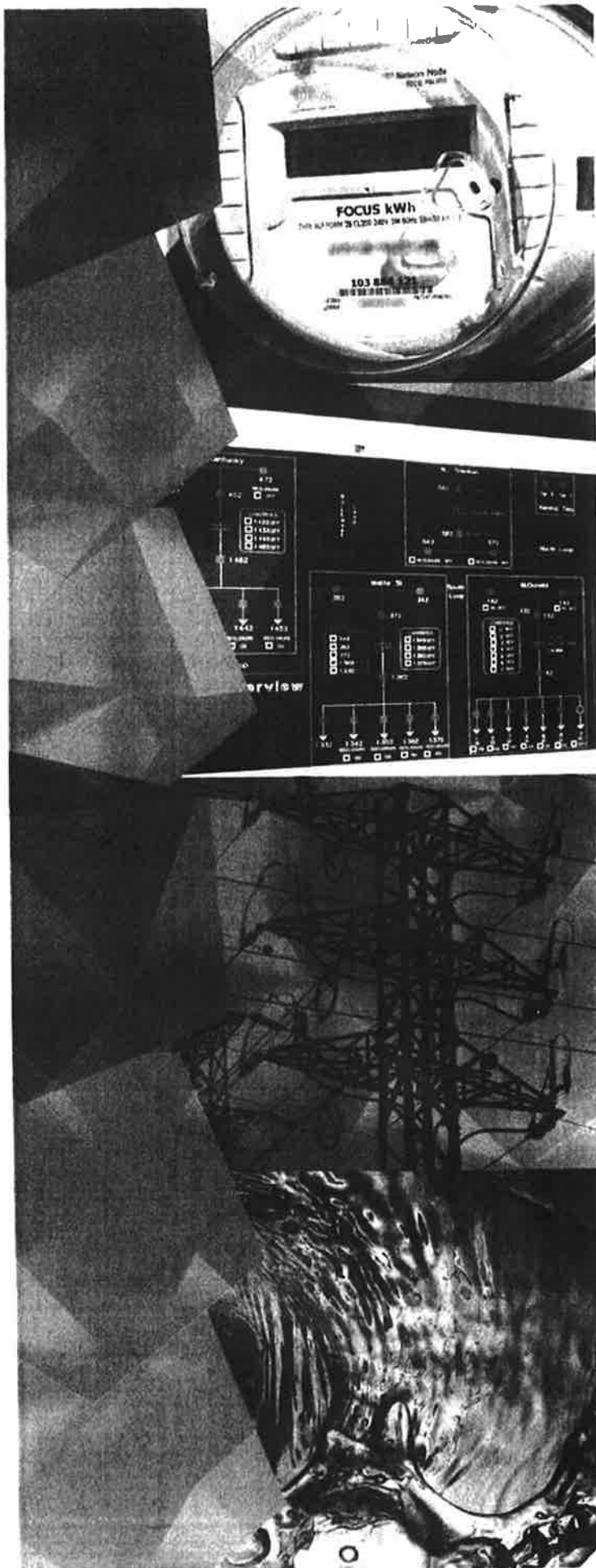
APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
MICHELLE BERTOLINO
Electric Utility Director





**UtiliWorks Consulting Proposal
Assessment and Procurement of
Advanced Metering Infrastructure
[ORIGINAL]**

Deliver to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

UtiliWorks Consulting, LLC.
2351 Energy Dr. STE 1010
Baton Rouge, LA 70808

UtiliWorks™

Building Smart Utility Solutions

Tab E - PROJECT PLAN

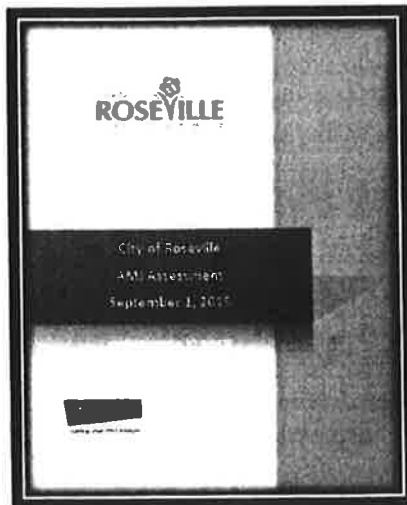
The following project plan outlines UtiliWorks' approach and scope of services for conducting an AMI assessment and procurement engagement for a utility of your size and scope. Based on our past experience, we believe that our approach will be a useful and efficient method for achieving the objectives of the project and satisfy Roseville's need to have a smart metering system that will appropriately facilitate your business goals and objectives.

In this section, we will describe our proposed project approach which differentiates UtiliWorks from others and will explain methodologies for business process change, organizational change, RFP procurement and vendor selection, as well as our methods for project management and quality control.

Phase 1 – Assessment and Procurement Phase

Assessment

A keen understanding of Roseville's organization, processes, personnel and systems is essential when embarking on an AMI initiative. By performing an assessment, UtiliWorks team determine which technologies are best suited for Roseville's unique environment and identify the associated business process changes that must occur to maximize the benefits. Described below are the proposed tasks to complete the assessment. The assessment will inform the City on the decision to proceed (or not) with an AMI implementation.



State of the Industry

The utility industry is evolving rapidly with new and exciting innovations occurring all the time, especially related to advanced metering technology. During our customized "State of the Industry" presentation, we will discuss the critical success factors and relative advantages/disadvantages of AMI platforms as they relate to Roseville. Our industry experts at UtiliWorks have a comprehensive understanding of both the engineering and economic aspects of this technology. We include our independent assessment of AMI solutions

by Vendor compiled in a matrix.

Our expert team details key concepts underlying the current state of the AMI industry and important design considerations when embarking on a new technology project. We delve into the success stories of other utilities and discuss how Roseville can avoid the pitfalls. We will provide you with a comprehensive vendor overview along with explanations of how their products and system characteristics could impact Roseville's operations and customer base.

The State of the Industry is an interactive discussion designed to provoke thought and prompt questions. We recommend participation from stakeholders across your organization as this discussion serves as a high level training opportunity for your team.

Experts Assigned to Task: Dale Pennington, Nicola Naassan, Kody Salem, Joe Kelly, Kara Truschel

Discovery

Every project that we do starts with a comprehensive discovery phase. This discovery effort reveals the critical success factors and identifies the gaps and shortcomings to be addressed. Our team will perform a deep dive into the details of Roseville's organization to develop the foundation for change and identify the underlying business reasons that are driving the effort. We approach the following discovery tasks through a series of pre-set questions, interviews, and workshops.

- **Goals and Objectives** – Our team forms a solid foundation for success by conducting workshops with executives, stakeholders and key personnel in order to establish a common understanding of Roseville project goals, drivers, success factors, and risks. Our approach is designed to stimulate discussion around your goals and objectives that otherwise may have not been considered. We also work to identify potential project risks early on in the process so that these risks can be addresses and mitigated. We will collaborate with you to identify the leading Key Performance Indicators (KPIs) related to the effort and determine the underlying probability of success.
- **Data Collection** – We will review Roseville's current business case and provide Roseville with a comprehensive list of data and information requests that will feed into a thorough assessment of the current system.
- **Current State Gap Analysis** – We examine current business and operations processes, practices, and personnel to identify gaps and establish a baseline for assessing AMI readiness. Our team comes equipped with a customized set of questions we use to collect this information through a series of onsite workshops with Roseville's respective subject matter experts.
- **IT System Readiness and Gap Analysis** – We will assess the "as-is" systems/applications inventory across the organization with a focus on those that may/will be impacted by this project. In conjunction with this effort, we will also identify the gaps that will need attention in order to facilitate project success. UtiliWorks will review and assess the following:
 - Hardware/Software
 - Backup and Disaster Recovery
 - Security
 - Data Network Physical Diagram
 - Application and network monitoring capabilities
 - IT Support (skills/capabilities)

Experts Assigned to Task: Nicole Naassan Dale Pennington, Kody Salem, Joe Kelly, Stephen Nees, Kara Truschel

Update Business Case

The cornerstone of the assessment is the cost/benefit analysis of implementing AMI technology/system(s). The methodology includes detailed financial consideration, determination of the Net Present Value (NPV) of the project, payback period and operational impacts. Our team will work with the City to update the business case previously developed. The analysis will leverage information provided by Roseville, as well as information and data gathered via UtiliWorks industry experience.

In order to develop a reliable cost estimate for each scenario, we will leverage our comprehensive vendor technology pricing database. UtiliWorks will assess

(\$000)	Scenario 1 Meter Only	Scenario 2 AMR	Scenario 3 AMI
Net Present Value	(\$3,239.0)	(\$3,090.6)	\$2,453.6
Capital Costs (w/out Contingency)	\$3,564.6	\$1,758.9	\$2,629.3
Operating Costs (10 Years)	\$0.0	\$1,493.1	\$1,853.9

the costs underlying the proposed scenarios including: capital costs (e.g. system infrastructure including equipment, hardware, software, communications; installation; professional services, etc.) and ongoing operation & maintenance cost (e.g. system operator cost, licensing, staffing, public awareness campaign, etc.)

The benefits analysis identifies and quantifies the value propositions that can be realized with the successful deployment of an AMI system. The hard, quantitative benefits include areas of potential operational savings, revenue enhancement, and recovery of product losses. Our financial model will put a numerical value to a given decision, but our analytics team is concerned with more than just the financial outcome.

Experts Assigned to Task: Nicole Naassan, Kara Truschel, Kody Salem, Dale Pennington

Operational Impacts

With an AMI implementation initiative, there are numerous operational impacts that require identification, definition and planning. We will work with Roseville early to identify and analyze the key operational areas/functions that will be impacted so to eliminate any surprises in later stages of the project. These areas include:

- Human Resources – What staffing changes, if any, are necessary to support your project and ongoing operations?
- Policies – What, if any, policy changes are necessary to accommodate AMI implementation?
- Business Process Re Design – Which business processes will require change?
- Information Processing – What new data or reports will require your attention?
- Information Security – Will the new technology introduce new security risks or threats?

Experts Assigned to Task: Nicole Naassan, Kody Salem, Dale Pennington

Implementation Roadmap

We will collaborate with the Roseville team to develop our recommended implementation roadmap for the AMI program. Overall, our methodology divides the project work into specific phases, each with its own measureable outcome which builds from the previous phase. By utilizing gates, we validate that Roseville realize the expected results and allow for entry into the next phase in the project.

As part of this task, UtiliWorks will develop the proposed project schedule based on the results/conclusions of the assessment. This schedule will outline the major milestones underlying the procurement and implementation phases. We will also advise on how best to structure your project team to support the procurement and implementation phases along with ongoing support once the project is complete.

Experts Assigned to Task: Nicole Naassan, Kody Salem, Joe Kelly

Procurement

Given our experience in the utility sector, we have first-hand knowledge of the systems and software and, more importantly, the cost profile of AMI equipment/software, as they relate to you. We will help Roseville to secure vendors that are the right fit for your utility and, ultimately, save you time and money.

Requirements

Our approach to the procurement of technology is premised on the need to identify tight, detailed specifications and requirements. We have developed a tested approach to effectively capture your utility's requirements. Our experts will hold workshops and conduct interviews with the project stakeholders to develop specifications based on Roseville's business goals, objectives, current situation, plans for future changes and other necessary elements. We conduct a deep dive into these critical topics:

- Procurement Requirements – What are the rules your utility must follow?
- Business Requirements – What challenges/problems must you solve?
- Functional Requirements – What do you want this new technology to do?
- Integration Requirements – How do you want this new technology to interface with other systems?

RFP Development



Based on the requirements and functional specifications we identify and prioritize with your team, we will then draft the RFP for Roseville. This comprehensive document will provide the vendor community with the essential information to prepare a robust response – specific to Roseville. The Scope of Work (SOW) that we develop together is incorporated into your standard RFP contract template. We will then review the document and all supporting data with your team (including purchasing and legal) to ensure that we have accurately captured your requirements. If warranted we will also pre-qualify vendors prior to publication in order to narrow the number of responses to those that can truly offer a preferred solution.

Experts Assigned to Task: Nicole Naassan, Stephen Nees, Kara Truschel, Kody Salem

Proposal Solicitation, Evaluation, and Selection

If desired, our team can manage the publication of Roseville’s RFP from start to finish. On average, we recommend that the RFP response period last a minimum of six (6) weeks so that the vendor community has ample time to prepare thorough and thoughtful responses. Among the many tasks that we can manage on your behalf once the RFP is released are: (a) advertising the RFP; (b) setting the agenda and leading the pre-proposal meeting; (c) receiving and responding to vendor questions; and (d) publishing any necessary addenda. We will also collaborate with you to plan and prepare for the work in upcoming phases including, but not limited to, the evaluation process and criteria, reference checks and vendor-contracting tasks.

A standard part of an RFP Process is the valuation and selection of potential vendors to be further considered in a short-list and or site visit exercise. Our team has developed many tools which will facilitate this process with Long Beach. Working with Roseville we will arrive at the best tool for its unique situation and customize as necessary.

		Option 1	Option 2	Option 3	Option 4
	Cost (\$)	Response Weight	Response Weight	Response Weight	Response Weight
Option 1: All Systems	100%	100%	100%	100%	100%
Option 2: All Systems	100%	100%	100%	100%	100%
Option 3: All Systems	100%	100%	100%	100%	100%
Option 4: All Systems	100%	100%	100%	100%	100%
Option 5: All Systems	100%	100%	100%	100%	100%
Option 6: All Systems	100%	100%	100%	100%	100%
Option 7: All Systems	100%	100%	100%	100%	100%
Option 8: All Systems	100%	100%	100%	100%	100%
Option 9: All Systems	100%	100%	100%	100%	100%
Option 10: All Systems	100%	100%	100%	100%	100%
Option 11: All Systems	100%	100%	100%	100%	100%
Option 12: All Systems	100%	100%	100%	100%	100%
Option 13: All Systems	100%	100%	100%	100%	100%
Option 14: All Systems	100%	100%	100%	100%	100%
Option 15: All Systems	100%	100%	100%	100%	100%
Option 16: All Systems	100%	100%	100%	100%	100%
Option 17: All Systems	100%	100%	100%	100%	100%
Option 18: All Systems	100%	100%	100%	100%	100%
Option 19: All Systems	100%	100%	100%	100%	100%
Option 20: All Systems	100%	100%	100%	100%	100%
Option 21: All Systems	100%	100%	100%	100%	100%
Option 22: All Systems	100%	100%	100%	100%	100%
Option 23: All Systems	100%	100%	100%	100%	100%
Option 24: All Systems	100%	100%	100%	100%	100%
Option 25: All Systems	100%	100%	100%	100%	100%
Option 26: All Systems	100%	100%	100%	100%	100%
Option 27: All Systems	100%	100%	100%	100%	100%
Option 28: All Systems	100%	100%	100%	100%	100%
Option 29: All Systems	100%	100%	100%	100%	100%
Option 30: All Systems	100%	100%	100%	100%	100%
Option 31: All Systems	100%	100%	100%	100%	100%
Option 32: All Systems	100%	100%	100%	100%	100%
Option 33: All Systems	100%	100%	100%	100%	100%
Option 34: All Systems	100%	100%	100%	100%	100%
Option 35: All Systems	100%	100%	100%	100%	100%
Option 36: All Systems	100%	100%	100%	100%	100%
Option 37: All Systems	100%	100%	100%	100%	100%
Option 38: All Systems	100%	100%	100%	100%	100%
Option 39: All Systems	100%	100%	100%	100%	100%
Option 40: All Systems	100%	100%	100%	100%	100%
Option 41: All Systems	100%	100%	100%	100%	100%
Option 42: All Systems	100%	100%	100%	100%	100%
Option 43: All Systems	100%	100%	100%	100%	100%
Option 44: All Systems	100%	100%	100%	100%	100%
Option 45: All Systems	100%	100%	100%	100%	100%
Option 46: All Systems	100%	100%	100%	100%	100%
Option 47: All Systems	100%	100%	100%	100%	100%
Option 48: All Systems	100%	100%	100%	100%	100%
Option 49: All Systems	100%	100%	100%	100%	100%
Option 50: All Systems	100%	100%	100%	100%	100%

As the responses are received, our team of experts immediately starts the evaluation process alongside your designated evaluation committee. Evaluating multiple RFP responses can be complex and time-consuming, especially when it comes to analyzing cost. When lining up the cost proposals side-by-side, it is common to discover that each vendor quote differs in some fashion, making it difficult to perform an apples-to-apples comparison. We minimize this challenge with

how we structure the RFP and our analytical approach to cost-normalization. With each procurement effort, we have refined our cost template included in the RFP package, driving each vendor to common-cost breakdowns.

The result of our analysis is a ranking of the proposals based on the evaluation criteria and, ultimately, a shortlist of recommended candidates. We will work with Roseville's team to customize the shortlist meeting agenda and outline any remaining questions for each vendor. Our team then facilitates the shortlist interviews and ensures that candidates answer questions comprehensively and to your satisfaction. Prior to selection, we contact references, document their experiences and potentially arrange site visits, so that Roseville may obtain useful feedback from other water utilities.

At the end of the evaluation process, we work with Roseville's team to weigh the pros and cons of each shortlist candidate and arrive at a final recommendation. We help Roseville's team determine which AMI vendor(s) can deliver the optimum solution for your utility.

Experts Assigned to Task: Nicole Naassan, Dale Pennington, Stephen Nees, Kody Salem

Vendor Contract Negotiations

Once Roseville has selected the vendor(s), our team will provide guidance and support during contract negotiations. Our experts review and provide editorial for the proposed SOW, determine whether the SOW is in compliance with Roseville's technical requirements and negotiate terms that are as favorable as possible to Roseville. It is important to memorialize the critical details in the contract underlying the system for services the vendor offers. We work with Roseville and the vendor(s)/contractor(s) to identify and document very specific systems-acceptance criteria, along with detailing the rights and responsibilities of all parties to the contract.

Experts Assigned to Task: Dale Pennington, Kody Salem, Nicole Naassan

Project Management

UtiliWorks will provide structured project management to ensure that all project components are executed in a timely, organized fashion and completed to the project definition and expectations. As communication is a critical success factor, our Project Manager will work to make sure that all designated team members are aware of project status and issues. During Phase 1 and beyond, project management activities will include:

- Develop and maintain the overall project schedule
- Work with all project participants to monitor progress and adjust the work plan as needed to stay on schedule
- Facilitate regular project progress and other meetings
- Create project status reports as required with input from Roseville
- Track project budgets

Phase 2 – Implementation and Deployment Phase (contract extension option)

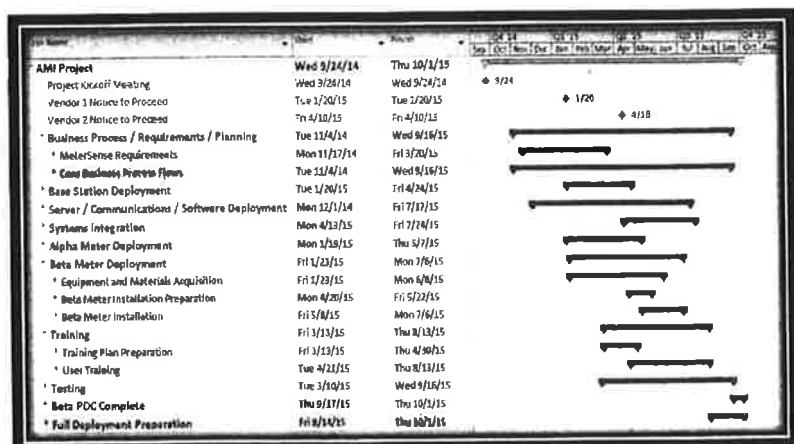
The installation of AMI equipment/software(s) often involves multiple vendors with several moving parts. UtiliWorks has the program management expertise to manage all of these variables. By combining our team's wealth of industry knowledge, Project Management Institute (PMI) approaches, and feet on the ground hands-on approach, we will reduce Roseville organization's overall program risk while ensuring successful outcomes.

As we recommend to all our clients deploying an advanced metering system, Roseville would be well served to consider a phased approach. Specifically, we recommend a pilot phase that is designed to demonstrate full system functionality through a limited deployment. The focus of a pilot is on the configuration, integration, and deployment of the software; limited equipment deployment that would facilitate testing; design, development and testing of the necessary system interfaces; and, re-engineering of the affected business processes. An AMI System vendor's interest is to deliver the physical technology and deploy as quickly as possible so to capture their full contract value. This is not the best approach for a utility. Our approach is designed for what is best for our clients. We work on your behalf, "as an extension of your staff," ensuring your interests are the primary focus throughout the effort.

Our ultimate goal is to deliver Roseville the best quality AMI installation on time and on budget.

Program Management

Our appointed seasoned Project Manager will work with Roseville's team to develop a detailed project plan, which is used to guide and control all tasks and services associated with the AMI installation project. The project plan identifies each individual task via a detailed work breakdown structure (WBS) that includes the level of effort required to complete tasks, timeline for completion of tasks, dependencies (predecessor and successor relationships), responsible party (vendor, client, etc.) and current status of each task.



Another key role as Roseville's Program Manager is to create and maintain open communications among all stakeholders. Our Project Manager will lead formal, re-occurring status meetings with the core team members to ensure that the project tracks to the milestones set forth in the project plan. Additionally, we are in constant communications with various project participants, following up on action items, work products, and fielding questions on a daily basis.

There are several administrative tools we utilize to communicate program status. These include Microsoft Project, Microsoft SharePoint (a shared web based calendar, tasks and file access platform) and GoToMeeting (a web based meeting platform). These tools assist us in initiating and tracking projects, capturing data, storing and sharing project documents, maintaining schedules, scheduling events, reporting results, and publishing documentation related to each project and task.

Construction Management/Quality Assurance

UtiliWorks will work with Roseville and the designated installation contractor to coordinate the development of a Field Deployment Mobilization Plan. This plan will detail processes for: supply chain, contract employee protocols, field operation activities, warehouse functions, training, local hiring requirements, etc.

UtiliWorks will provide structured construction management oversight and inspection of the day-to-day field activities to ensure that all project components are executed in a timely, organized fashion and completed to the project definition and expectations. We will work together with Roseville to institute an overall Quality Management program for the AMI deployment. Activities will include: inspect materials, installations, and system performance for conformance with specifications, workmanship, and performance requirements. We will provide ongoing planning, troubleshooting, and support to assist with day-to-day management of the system's implementation. As is outlined in the figure below, each project participant will have specific roles and responsibilities as it relates to the overall quality program.



Management responsibility encompasses establishing a high-level presence and environment to facilitate activities and a fundamental commitment to quality. Each vendor will be responsible for quality control efforts as it relates to their contracted scope of work. UtiliWorks will be responsible for quality assurance oversight including, but not limited to the following tasks: checking vendor supplied documentation, witnessing vendor operations, inspections, and tests, performing independent inspections and tests to verify vendor results.

Acceptance Testing

Critical to evaluating the success of any technology deployment and whether the client objectives are met is the plan and methodology for testing the installed product. Standard testing protocol includes:

- System Acceptance Testing (SAT) or Functional Testing (aka unit testing, aka application testing) – Vendor conducted software testing to ensure agreed upon configuration (with or without modifications) is delivered and working to specification.
- Integration Testing – end to end testing across all software applications included in the system (i.e., AMI headend, MDMS, CIS) to ensure data accuracy and timeliness.
- User Acceptance Testing (UAT) – Customer led “real world” testing that validates that the system can support daily business and user requirements. It is not uncommon that new software will function as designed, but not as expected by the customer. Thorough UAT will capture inconsistencies and facilitate resolution. New and redesigned business processes are also tested during UAT.

UtiliWorks will work with Roseville to review each test plan submittal for completeness as it relates to the requirements set forth in contracts and work with vendor(s) to supplement test plans as needed. In addition, we will lead UAT plan development in close collaboration with Roseville and with support from vendor teams.

Organizational Change Management

Not only are the business processes transforming with a new technology implementation, the “people-side” of the utility are potentially affected as well, and this is where organizational change management plays a vital role. Utilities will benefit in the execution of a well-planned organizational change management as it is the framework for managing the effect of new business processes, changes in organizational structure and cultural changes within the utility.

By setting and proactively communicating the reasonable expectations of the new technology implementation – and parallel with the business process re-engineering effort, organizational change management are more likely to have stakeholders “buy-in” and their commitment to the change with all “growth-pains” associated with it.

Our organizational change management includes:

- Agreement on the organizational change vision
- Strong executive leadership to communicate the change and encourage “buy-in”
- Strategy for personnel involved on the impact of organizational change
- Concrete plans to measure whether or not the organizational change has been a success – such as Key Performance Indicators (KPIs)

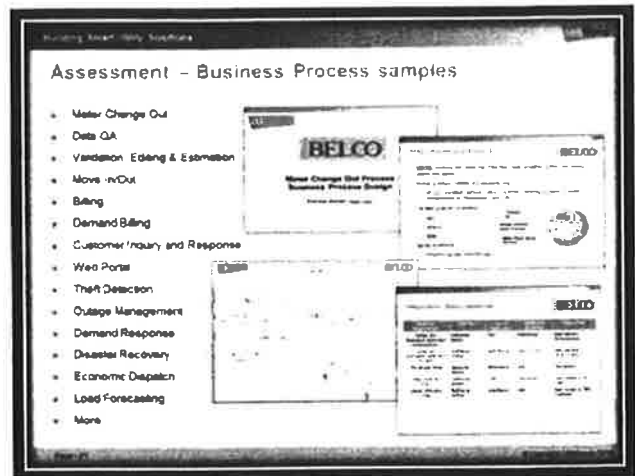
Training & Documentation

Effective and timely training for the project team and ultimately all affected Roseville personnel will be critical to the success of the AMI project. UtiliWorks will review the proposed vendor(s) training plan submittals for completeness and work with each vendor to oversee and execute the training plan. We will coordinate the timing and delivery of on-site Vendor training; coordinate with Roseville regarding the availability, suitability and readiness of the training environment; and, work with the vendors and Roseville to identify the participants for each session.

Business Process Re-engineering (BPR)

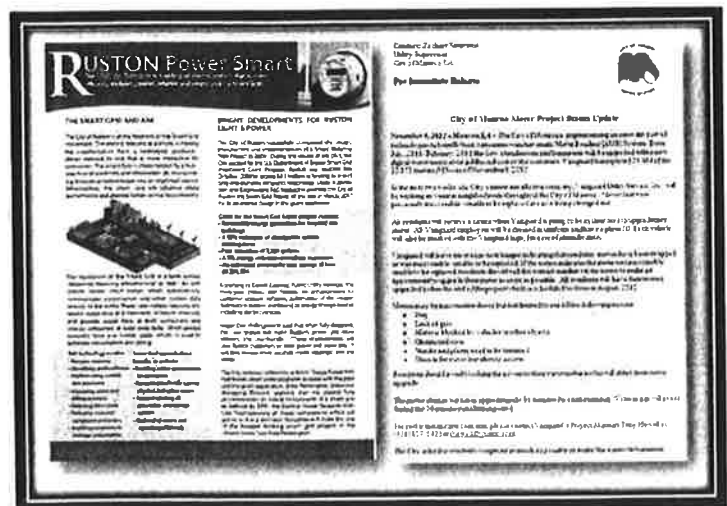
UtiliWorks strives to integrate the new technology into your business processes as seamlessly as possible. We emphasize early on that BPR is an essential component to capture the ROI of any technology initiative. Leveraging our experience in performing BPR, we prepare your team to begin at full speed right at "Go-live."

Our BPR experts conduct a series of workshops with your subject-matter experts (SMEs), produce comprehensive documentation of the current and future processes, and deliver user training. The BPR effort will run in parallel to the AMI deployment. We pay a return visit once your team has settled into the new technology and conduct a process audit to identify concerns and areas of improvement.



Public Awareness Campaign

Key to the success of an AMI program is a well-developed and executed public awareness and education campaign. UtiliWorks has the know-how to make your public relations program a success with customers and employees alike. Our team will walk you through the essential elements to build the program, using language that resonates with your stakeholders and customers. We also work with you to assist in branding the program—exploring clever, creative ways to bring the program to market.



The plan that we develop together will drive messaging in several forms (brochures, website announcements, bill notices, advertising, press releases, social media, etc.), and will occur at strategic

points during the process. UtiliWorks will work with Roseville to use multiple communications channels to maximize your audience's reception of the information.

Although customer education is important, internal education is just as critical. Our team will assist you in the generation and delivery of information to your internal stakeholders. A key take-away from the customer education program is to make sure all customer-facing staff is able to communicate the benefits of the program, and are consistent in how they answer customer questions.

UtiliWorks has extensive experience planning and implementing education and public awareness programs for AMI, prepay and various other technology programs. We are confident that we can promote public and utility-wide awareness of, and confidence in, your utility's technology initiative.

The following initial work plan outlines each phase and task and expected duration. This plan will be updated and further refined with your input and feedback if UtiliWorks is selected.

33-10414-10

Tab F - COST PROPOSAL

Phase 1 – Assessment and Procurement

UtiliWorks has developed a firm fixed cost estimate for Phase 1 of Roseville proposed project. We estimate Phase 1 cost of \$168,840. **Note the contract negotiations task fee will be waived in the event we do not achieve cost savings (from the selected vendor's original proposal) equal to or exceeding our fee for that task.** The table below details the cost by task as outlined in our work plan. Additionally, the second table represents the estimated labor hours by resource.

Assessment and Procurement Phase	Fee
Assessment	\$58,920
Project Mobilization	\$ 5,560
Workshops (Technology Review)	\$ 10,710
Data Collection / Current State Definition	\$ 6,540
Update Business Case	\$ 11,040
Implementation Roadmap (Scope, Schedule, Budget)	\$ 6,300
Assessment Report	\$ 12,550
Presentation of Findings	\$ 6,220
Procurement	\$90,780
RFP Development	\$ 28,480
Proposal Solicitation, Evaluation & Selection	\$ 22,100
Vendor Contract Negotiations	\$ 40,200
Project Management	\$19,140
Total	\$ 168,840

PM	Exec	Level of Effort (hrs)								Totals	
		Pennington	Dale	Prin1	Asso1	Asso2	Assoc 4	Kara	Trushel	Hours	Hours
Nicole											
Naassen											
116	46	60	20	20	40	302					
8	4	8	0	0	4	24					
24	8	4	8	12	4	60					
16	2	4	0	8	8	38					
20	8	8	0	0	16	52					
16	8	12	4	0	0	40					
16	8	16	8	0	8	56					
16	8	8	0	0	0	32					
174	80	70	16	20	64	424					
64	8	24	16	8	32	152					
54	16	16	0	12	22	120					
56	56	30	0	0	10	150					
48	12	16	0	0	20	96					
338	138	146	36	40	174	822					

Phase 2 – Implementation and Deployment

As Phase 2 cannot be fully estimated before the completion of Phase 1, UtiliWorks has provided two actual reference project cost of services for full program management during the implementation and deployment phase.

1. Long Beach, CA Gas and Oil – 150K meters - 3 year Program Management Fees \$1.4M
2. Orangeburg, SC DPU – 60K meters – 2 year Program Management Fees \$675K

In addition below is a list of our standard hourly bill rates:

Title	Billing Rate
Managing Director	\$ 285.00
Principal	\$ 250.00
Manager	\$ 215.00
Associate	\$ 185.00
Analyst	\$ 155.00
Junior Analyst	\$ 110.00
Administrative	\$ 110.00

Tab G - REQUIRED STATEMENTS/DOCUMENTS

1. Assurance of Designated Project Team (Section 4.0)

UtiliWorks Consulting, LLC assures that the designated project team is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team will not be made without the prior written approval of the City of Roseville.

2. Absence of a Conflict of Interest Statement (Section 9.4)

UtiliWorks Consulting, LLC warrants that no official or employee of the City of Roseville has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City of Roseville.

3. Indemnification and Insurance Requirements (Section 9.7)

UtiliWorks Consulting, LLC has the ability and agree to fulfill the indemnification and insurance requirements contained in the sample contract provided by City of Roseville. We can provide the certificate of insurance if needed.

4. Proprietary Information Statement (Section 9.21)

UtiliWorks Consulting, LLC hereby certifies that nothing contained in this proposal will be proprietary.

5. Executed Copy of Proposer's Certification (Attachment A, Section 5.2)

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

UtiliWORKS Consulting, LLC
NAME OF BUSINESS


SIGNATURE

Dale Pennington, Managing Director
NAME & TITLE, TYPED OR PRINTED

2351 Energy Drive Suite 1610 Baton Rouge, LA 70808
MAILING ADDRESS

225-766-4188
TELEPHONE NUMBER

dpennington@utiliworks.com
EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

☐ State of Incorporation

☐ Partnership

☒ Limited Liability Company

Tab H - EXCEPTIONS

UtiliWorks Consulting, LLC. does not have any proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract provided as Attachment B to the RFP.

Tab I - COMPETENCY OF PROPOSER

UtiliWorks Consulting, LLC hereby certifies that we **do not** have any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, foreclosures, and any similar actions filed or resolved in the past seven (7) years. No clients has ever terminated a contract with UtiliWorks.



COUNCIL COMMUNICATION

CC #: 7252
File #: 0800-03

Title: Residential New Construction Energy Efficiency Program Development - Professional Services Agreement
Contact: Mark Riffey 746-1667 mriffey@roseville.ca.us

Meeting Date: 11/4/2015
Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a Resolution authorizing the Acting City Manager to execute the attached Professional Services Agreement with TRC Solutions Inc. (TRC) for the design of a residential new construction energy efficiency program.

BACKGROUND

Roseville Electric Utility offers rebates for certain energy efficiency measures for residential new construction that provide energy savings above what is currently required by California's energy building code (Title 24). Recent changes to Title 24 require California's residential and commercial buildings to be more energy efficient. As building standards become more stringent, it becomes increasingly difficult to achieve the additional energy efficiency savings required to provide rebates.

Roseville Electric Utility needs to modify its residential new construction energy efficiency program to account for the new Title 24 requirements. As part of this process, Roseville Electric Utility reviewed the residential new construction programs offered by the Sacramento Municipal Utility District (SMUD) and Pacific Gas and Electric Company (PG&E). Both of these neighboring utilities have high volume residential new construction programs which have been successfully modified to meet new title 24 standards. Both of these utilities use a third party, TRC, to develop and administer their residential new construction energy efficiency programs. TRC developed a common framework, a rebate calculator and the reporting structure for SMUD and PG&E. Even though these utilities have somewhat different programs, aligning with the common structure of these programs would be a benefit for Roseville Electric Utility and its customers. TRC is the only vendor familiar with the both residential new construction programs adjacent to Roseville Electric Utility.

Builders for new residential construction in the City of Roseville are regional builders that participate in a variety of rebate programs, including programs offered by Roseville Electric Utility, SMUD and PG&E. A major benefit to these builders is continuity. Continuity across energy

efficiency programs offered by regional utilities will increase overall program participation and energy efficiency savings.

In order to increase alignment with programs offered by regional utilities, as well as to gain from TRC's unique expertise, Staff recommends that Roseville Electric Utility execute a Professional Services Agreement with TRC to update Roseville Electric Utility's residential new construction energy efficiency program.

FISCAL IMPACT

The total cost of service and materials will not exceed \$40,000.00. Funds are available in the Electric Operations Fund, Public Benefits 2015/16 Budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Using the Department of Energy's job creation/retention calculation this amendment will result in the retention/creation of less than one full time job.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The new construction consultation services does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Mark Riffey, Senior Energy Services Account Representative

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 15-490

Professional Services Agreement Residential New Construction Energy Efficiency Program

RESOLUTION NO. 15-490

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND TRC SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement regarding the Roseville Electric Residential New Construction Program, by and between the City of Roseville and TRC Solutions, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Roseville Electric Residential New Construction Program

THIS AGREEMENT is made and entered into this ____ day of _____, 20 __,
by and between the City of Roseville, a municipal corporation ("CITY"), and TRC Solutions,
Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of the design of a Residential
New Construction Program for Roseville Electric; and

WHEREAS, CONSULTANT has prepared a proposal dated July 2, 2015, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of City, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference.
2. Compensation. For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "A," attached hereto and incorporated herein by this reference. Total compensation shall not exceed forty thousand dollars (\$40,000).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

9. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

10. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of City. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

11. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the

Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

15. Termination of Agreement. The term of this Agreement shall end on August 30, 2016. Notwithstanding the forgoing, the City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

18. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

19. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Michelle Bertolino
Electric Utility Director
2090 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Kevin Robison, TRC Solutions, Inc.
11211 Gold Country Blvd. Suite 103
Gold River, CA 95670

Either party may amend its address for notice by giving notice to the other party in writing.

20. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk

under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

TRC SOLUTIONS, INC., a California
corporation

BY: _____
ROB JENSEN
Acting City Manager

BY: 
its: Senior Vice President

ATTEST:

and
BY: 
its: SECRETARY

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
for: MICHELLE BERTOLINO
Electric Utility Director



11211 Gold Country Blvd.
Suite 103
Gold River, CA 95670

916-962-7001 PHONE
916-962-0101 FAX

www.trcsolutions.com

MEMORANDUM

July 2, 2015

To: Mark Riffey (Roseville Electric)
Cc: Julieann Summerford (TRC), Matt Christie (TRC)
From: Kevin Robison (TRC)
Re: **Roseville Electric's Residential New Construction Program Design Proposal**

BACKGROUND AND INTENT

Per Roseville Electric's request, TRC submits this program design proposal and budget to analyze and recommend design improvements to Roseville Electric's Residential New Construction Program. Roseville Electric's primary goals are to better align with the statewide Investor-Owned Utility (IOU) California Advanced Homes Program (CAHP) and reflect the 2013 Title 24 Standards. TRC will identify program changes that add value and will leverage recent CAHP and SMUD (Sacramento Municipal Utility District) SMART Homes program redesign efforts.

TRC will build from the two major program design changes have taken place for CAHP:

- ◆ Transition away from Title 24 compliance percent (% improvement) as the primary energy efficiency metric, to an adaptation of the California HERS Design Rating (home energy rating) matching other programs in California.
- ◆ Initiative to incorporate future codes and standards measures as well as other Roseville Electric program needs not captured in the CA HERS Design Rating (i.e. lighting and demand response).

To recommend program design improvements, TRC proposes the following five tasks:

1. *Perform Energy Analysis.* TRC will leverage completed CAHP energy analysis and evaluate Roseville Electric Residential New Construction participant projects to determine how well their current and planned design and construction practices and costs align with the 2015 CAHP participation requirements and incentives.
2. *Develop Incentives and Energy Savings Estimates.* Based on the outcome of the first task, TRC will recommend proposed energy savings and incentives for builders. This work will include providing an entry point option that aligns with the current CAHP eligibility requirements to facilitate joint participation in Roseville Electric's Residential New Construction program and CAHP, when applicable.
3. *Propose program enhancements specific to Roseville Electric's needs.* Together with Roseville Electric, TRC will prioritize a small group of measures or program elements for inclusion in the Roseville Electric residential new construction program. From preliminary talks, we will consider evening peak reduction

measures, LED/high-efficacy lighting, and whole house fans. Such features will be included as program prerequisites or bonus options as deemed most beneficial.

4. *Develop Program Participation Flow Diagram.* TRC will develop an internal and external flow diagram, with a focus on identifying changes in processing resulting from the proposed program design changes.
5. *Scoping Report and Ongoing Technical Support.* The outcome of this work will be a final scoping report, or crosswalk document, which outlines recommendations resulting from each task outlined above and includes a proposed plan for ongoing technical support to the program.

SCOPE OF WORK

Following are the tasks associated with this scope of work.

Task 1: Perform Energy Analysis

First, TRC will use data from five CAHP projects located within Roseville Electric's territory and analyze up to three additional new construction projects from Roseville Electric, if available, to inform potential energy savings and appropriate incentive levels for the Roseville Electric program. The projects selected will represent current Roseville Electric participant builder building practices and trends. TRC will analyze projects using the most current version of Title 24 compliance software, CBECC-Res. We will also evaluate multiple improvement package scenarios for each of the above projects.

From TRC's experience implementing CAHP, electricity (kWh) savings are typically much lower in the current energy code cycle than in previous code cycles. Our analysis will focus on measures to help Roseville Electric maximize kWh savings and the cost effectiveness of the residential new construction program.

Task 1. Deliverables:

- ◆ Results of energy analysis (five projects enrolled in CAHP, three projects from Roseville Electric, if available)

Task 2: Develop Incentives and Energy Savings Estimates

TRC will analyze Roseville Electric's project participation history in terms of measures, savings, and incentives. Based on the results of Task 1 and historical analysis, TRC will recommend an incentive structure and incentive amounts. To inform the incentive structure, TRC will consider Roseville Electric program incentives, incremental measure cost and buyoff, and alignment with statewide CAHP incentives. To improve program alignment with CAHP, TRC will analyze the impact of an escalating incentive structure that rewards builders for incremental improvements beyond the program entry.

TRC will develop incentive amounts and program elements that lead towards cost-effective electric savings (kWh and kW demand) above California's 2013 Building Energy Efficiency Standards. Prior research shows that electricity savings opportunities from regulated loads will be significantly lower in the 2013 Code than prior code cycles. Savings from regulated loads will be on the order of 150 kWh per home. Therefore energy savings from non-regulated loads, such as lighting and appliances will also be considered a part of the program concept.

TRC will develop energy savings (kWh) projections per home/dwelling unit. Based on various assumptions (volume, energy savings, historical data, potential), TRC will forecast program electric savings. Electric savings for Title 24 regulated loads will be assumed to come from Title 24 whole-building simulation analysis using the performance approach. For non-regulated loads, such as lighting, TRC will research energy savings estimates from existing literature, Codes & Standards Enhancement (CASE) studies and similar sources.

Task 2. Deliverables:

- ◆ Incentive structure and energy savings estimates
(PowerPoint presentation, combined presentation with Task 1)

Task 3: Propose Peak Reduction and beyond Title 24 Measures

To identify possible measures beyond the scope of regulated Title 24 calculations (e.g. peak demand reduction, unregulated loads such as lighting, and future code measures), TRC will perform a literature review on alternative energy savings calculation methodologies. We will consult with relevant emerging technology and demand response staff for additional resources (such as research briefs from E-Source). From this review, TRC will prioritize a subset of measures to be considered for Roseville Electric's program. We will prioritize these measures based on the following criteria:

- ◆ Energy savings potential
- ◆ Existing data on the measure performance, adoption by other programs
- ◆ Roseville Electric's desire to include the measure (based on other initiatives, such as summer peak demand shaving)

TRC will evaluate prospective measures to include in the program and we divide these measures into three categories: 1) early evening peak reduction and demand response measures, 2) lighting and other non-regulated loads unable to be modeled in compliance software, and 3) future Title 24 Standard measures (i.e. to encourage builders to adopt these measures early in anticipation of the next code change).

Task 3. Deliverables:

- ◆ Summary of literature review
- ◆ Proposal of two to five bonus measures with the associated energy savings/incentives recommended for each of these measures
- ◆ Procedures for including selected measures in the Roseville Electric's residential new construction program

Task 4: Develop Program Participation Flow Diagram

TRC will develop internal and external participation flow diagram, highlighting key participation steps, from recruitment to verification. The joint participation in Roseville Electric's program and CAHP will be included to ensure there is a defined process for builders to leverage the cohesiveness of the two programs. Additionally, TRC will develop a separate flow chart for internal and external purposes and will differentiate roles and responsibilities for each key stakeholder, including: program administration, technical reviewer, builder, Title 24 consultant, HERS Rater/verifier.

Task 4. Deliverables:

- ◆ Draft participant flow diagram
- ◆ Final participant flow diagram

Task 5: Scoping Report and Proposal for Updating Program Documents and Ongoing Technical Support (Phase 2 & 3)

Once Roseville Electric agrees upon the final program design, TRC will propose a budget for updates to key program documents including:

- ◆ Key program forms (i.e. application, request for incentive, etc.)
- ◆ Program manual (internal and external)
- ◆ Additional marketing collateral (i.e. brochure, introduction PowerPoint, etc.)

Additionally, TRC will propose an ongoing budget to support the program launch. TRC's support activities are leveraged by CAHP activities and may include:

- ◆ Technical support to builders and their consultants
- ◆ Technical review of plans and energy simulations
- ◆ Quality control and other field verification support (for a subset of homes)

Task 5. Deliverables:

- ◆ Final scoping report summarizing results from Tasks 1 - 4
- ◆ Proposed program document update budget
- ◆ Proposed ongoing technical support budget

BUDGET

TRC proposes the following budget to perform the aforementioned program scoping:

Task #	Description	Dollars
1	Perform Energy Analysis	\$ 8,478
2	Develop Incentives and Energy Savings Estimates	\$ 16,722
3	Propose Measures	\$ 5,976
4	Develop Participation Flow Diagram	\$ 2,374
5	Scoping Report and Proposed Program Updates	\$ 2,462
Labor Total >>		\$ 36,012
Direct Expenses Total >>		\$ 400
TOTAL PROJECT COSTS >>>		\$ 36,412

Figure 1. Roseville Electric Program Design Budget

STAFFING

Kevin Robison will lead this effort and is the primary point of contact for this project. He will be supported by Julieann Summerford (oversight), Matthew Christie (analysis lead), An-Lei Huang (analysis support and literature review lead), and Carol Waterbury (participant flow and document/collateral updates). If necessary, we will include

July 2, 2015

other TRC staff based on their expertise. Potential staff by job category supporting this project are outlined in the figure below.

TRC Job Category	Rate/hr.	TRC Personnel
Principal Consultant	\$215	Julieann Summerford, Abhijeet Pande
Senior Engineer	\$160	Matthew Christie
Senior Analyst	\$150	Kevin Robison
Staff Engineer	\$113	Stephanie Berkland
Analyst	\$105	An-Lei Huang, Michelle Waffle
Administrative Support	\$82	Carol Waterbury, Shannon Todd

Figure 2: TRC Energy Services Personnel June 2015

TIMELINE

TRC proposes the following timeline for the activities supporting this scope of work.

Tasks	2015					
	Jul	Aug	Sep	Oct	Nov	Dec
1 Perform Energy Analysis						
Analysis	.	.				
Draft results	.	.	.	.	.	
0			.			
2 Develop Incentives and Energy Savings Estimates						
Incentive curve		.	.	.		
Final results presentation				.	.	
0					.	
Analysis and Report		.	.			
3 Propose Measures						
Refine measure list	.	.				
Perform literature review			.	.	.	
Final list presentation						.
4 Develop Participation Flow Diagram						
Draft diagram					.	
Final diagram						.
5 Scoping Report and Proposed Program Updates						
Final scoping document and ongoing support						.

Figure 3. Roseville Electric Program Design Timeline



COUNCIL COMMUNICATION

CC #: 7237

File #: 0401-02-02-1

Title: 316 Vernon Office Building - Design Assist Construction Agreement Amendment

Contact: Mike Isom 774-5527 misom@roseville.ca.us

Meeting Date: 11/4/2015

Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving the 1st amendment to the design-assist construction agreement with DPR Construction and authorizing the City manager to execute said agreement.

BACKGROUND

On September 2, 2015, the City Council approved the design-assist construction agreement with DPR Construction for construction of the new 316 Vernon Street office building. When preparing the agreement, staff and DPR inadvertently omitted DPR's schedule of labor rates from the list of agreement exhibits.

Inclusion of the labor rate schedule assists all parties in reviewing payment requests for work performed, and lends clarity to determining the cost of future potential change orders. The rate schedule also clearly and specifically locks in rates, which prevents the contractor from overcharging for various tasks through inflated labor rates. DPR requires such labor rate schedules in all of its subcontracts for the same reasons. The proposed contract amendment to add the labor rate schedule does not alter the \$21,411,358.00 guaranteed maximum price for the project. All other terms and conditions of the agreement remain in full force and effect.

FISCAL IMPACT

There is no fiscal impact as a result of this contract amendment.

ECONOMIC DEVELOPMENT / JOBS CREATED

The City's Construction Project Economic Impact Tool estimates that the project would result in the following economic impact:

- 244 total jobs associated with construction: 154 direct and 90 through indirect and induced

activities

- \$33,294,034.00 in total annual economic output: \$21,000,000.00 in direct output and another \$11,894,034.00 through indirect and induced activities.

ENVIRONMENTAL REVIEW

Development of the 316 Vernon Street Office Building project is identified in the approved City of Roseville Downtown Specific Plan and was previously evaluated at a “project level” in accordance with CEQA in the Downtown Specific Plan (DTSP) final Environmental Impact Report (EIR) (certified April 1, 2009; SCH# 2007102090). Construction and operation of the proposed office building project is found to be within the scope of the project covered by the DTSP EIR. Because the proposed project is consistent with the DTSP and EIR, no new effects would be expected to occur and all applicable mitigation measures from the DTSP EIR will be implemented during the design, construction and operation of the project. Therefore no additional environmental documentation is required.

Respectfully Submitted,

Mike Isom, Deputy City Manager



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 15-476

316 Vernon - 1st Amendment to Design-Assist Construction Agreement

RESOLUTION NO. 15-476

APPROVING A FIRST AMENDMENT TO DESIGN-ASSIST CONSTRUCTION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND DPR CONSTRUCTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to Design-Assist Construction Agreement for the 316 Vernon Street Office Building project, by and between the City of Roseville and DPR Construction, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said first amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
DESIGN-ASSIST CONSTRUCTION AGREEMENT**

Project: 316 Vernon Street Office Building

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and DPR Construction, a general partnership ("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, CITY and CONTRACTOR previously entered into a Design-Assist Construction Agreement dated September 2, 2015, ("Agreement") regarding the construction of a ±83,000 square feet, four-story office building at 316 Vernon Street ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include the Billing Rate for CONTRACTOR.

NOW, THEREFORE, the parties agree as follows:

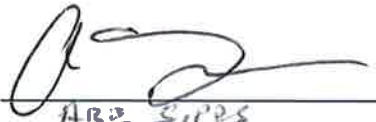
1. The Billing Rate for CONTRACTOR shall be attached as Exhibit "A-2" to this First Amendment to Agreement and incorporated into the Agreement by reference.
2. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONTRACTOR has caused this First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

DPR CONSTRUCTION, a
General Partnership

BY: _____
ROB JENSEN
Acting City Manager

BY:  _____
its: Project Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
MIKE ISOM
Deputy City Manager

EXHIBIT “A-2”



Billing Rates for DPR Construction

The following hourly rates are fully burdened and are effective through **December 2015** as shown below:

<i>Title</i>	<i>Rates</i>		
	<i>Hourly</i>	<i>Overtime</i>	<i>Double Time</i>
Principal	\$230.00		
Project Executive	\$175.00		
Preconstruction Manager	\$145.00		
Senior Estimator	\$130.00		
Estimator	\$120.00		
Junior Estimator	\$90.00		
Senior Project Manager	\$130.00		
Project Manager	\$105.00		
MEP Manager/Coordinator	\$120.00		
BIM Manager	\$110.00		
BIM Engineer	\$85.00		
Senior Project Engineer	\$90.00		
Project Engineer	\$80.00		
IT Field Engineer	\$80.00	\$111.76	\$143.53
Scheduler	\$110.00		
Safety Manager	\$105.00		
Field Office Coordinator	\$68.00	\$98.72	\$125.21
Project Accountant	\$78.00	\$106.47	\$135.47
Estimating Assistant	\$78.00	\$106.47	\$135.47
Intern	\$45.00	\$60.00	\$75.00
Senior Superintendent	\$140.00		
Superintendent	\$120.00		
Assistant Superintendent	\$100.00		
Carpenter Foreman	\$95.74	\$122.20	\$148.66
Carpenter	\$86.68	\$111.28	\$135.88
Labor Foreman	\$73.84	\$92.41	\$110.98
Laborer	\$69.82	\$86.27	\$102.71
Drywall Foreman	\$95.38	\$120.52	\$145.66
Drywall	\$86.48	\$109.83	\$133.18
Taping Foreman	\$93.39	\$124.96	\$156.54
Taper	\$89.24	\$118.84	\$148.44
Cement Mason Foreman	\$83.50	\$117.13	\$140.87
Cement Mason	\$77.16	\$106.19	\$123.14

The composite rates defined herein are fixed as stipulated rates by agreement of the Owner and DPR Construction and include all statutory fringes, benefits, payroll taxes and insurance, and employee benefits. Notwithstanding any language in the Contract Documents to the contrary, these fixed rates shall, when multiplied by actual, allowable hours worked, constitute cost of the work, as that term is used in the Contract Documents, to calculate DPR Construction's contract compensation and/or Change Order pricing for each labor classification and equipment item listed. Owner agrees to compensate DPR Construction's labor solely in accordance with these fixed rates. Where Owner has the right under the Contract Documents to audit Contractor's costs, such right with respect to these fixed rates shall be limited to auditing the quantity of labor hours worked and shall not include items of cost included in the fixed rates.

Contractor's Fixed Rates are subject to increase on an annual basis on the anniversary date of the rates as shown above. Such rate change shall be accomplished by Change Order to the Contract.



COUNCIL COMMUNICATION

CC #: 7250

File #: 0212

Title: Municipal Code Update - Fine Schedule

Contact: Dee Dee Gunther 774-5015 ddgunther@roseville.ca.us

Meeting Date: 11/4/2015

Item #: 7.17.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution amending the Roseville Municipal Code fine schedule, incorporating new violations created by the recent update to the Alarm System Ordinance.

BACKGROUND

On September 2, Council approved for first reading an amendment repealing and replacing Chapter 10.64 of Title 10 of the Roseville Municipal Code regarding alarm systems. The ordinance was approved for second reading on September 16, and went into effect on October 16.

The new alarm system ordinance created three new potential violations of the Municipal Code: 10.64.125B, failing to report a change of monitoring companies; 10.64.125C, an alarm company failing to submit a biannual report; and 10.64.150, failing to implement enhanced call verification. The administrative fines for those violations are \$100 for a first violation, \$200 for a second and \$500 for third and subsequent violations. The updated fine schedule incorporates those new violations and rennumbers an existing violation, operating or maintaining a direct dial alarm, from 10.64.120 to 10.64.135.

FISCAL IMPACT

Administrative citations issued for municipal code offenses result in increased revenue for the City. Staff does not expect that citations for the three new potential alarm system ordinance violations will be common. Therefore, the expected fiscal impact is insignificant.

ECONOMIC DEVELOPMENT / JOBS CREATED

This update of the Municipal Code's fine schedule will not have an impact on economic

development or create new jobs.

ENVIRONMENTAL REVIEW

The update to the schedule of Municipal Code administrative fines for alarm system violations is not considered a "project" as defined by the California Environmental Quality Act (CEQA), per CEQA Guidelines section 15378. Consequently no CEQA action is required.

Respectfully Submitted,

Dee Dee Gunther, Department Public Information Officer

Daniel Hahn, Police Chief



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 15-491

Fine Schedule 10/26/15

RESOLUTION NO. 15-491

ADOPTING A FINE SCHEDULE FOR ADMINISTRATIVE ENFORCEMENT
OF MUNICIPAL CODE VIOLATIONS,
AND REPEALING RESOLUTION 15-420

WHEREAS, the Roseville Municipal Code provides that the violation of any of its provisions is unlawful, and

WHEREAS, the City of Roseville by Resolution 15-420, adopted September 2, 2015, established a fine schedule for municipal code violations, and

WHEREAS various Roseville Municipal Code sections have been added or amended, requiring changes to the fine schedule, and

WHEREAS, the revised Administrative Enforcement Fine Schedule is attached as "Exhibit A",

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the Fine Schedule is hereby adopted,

BE IT FURTHER RESOLVED that Resolution No. 15-420 is hereby repealed.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ROSEVILLE MUNICIPAL CODE FINE SCHEDULE
UPDATED ~~8/25/15~~ 10/26/15

Code Section	Description of Code	1st	Fines 2nd	3rd
2.40.200	CATV Violations	100.00	200.00	500.00
6.04.040	No Business License	100.00	200.00	500.00
6.04.160	Disclosure of Confidential Information	100.00	200.00	500.00
6.04.220A	Post Business License	100.00	200.00	500.00
6.04.220B	Carry Business License	100.00	200.00	500.00
6.08.030	Filming on Public Property Without Permit	100.00	200.00	500.00
7.08.030	Interference with Animal Control Officer	100.00	200.00	500.00
7.12.010	Animal at Large - Leash Law	50.00	100.00	250.00
7.12.030	Property Damage by Animal	50.00	100.00	250.00
7.12.040	Bitches in Season	50.00	100.00	250.00
7.12.050	Aggressive Animal at Large	100.00	200.00	500.00
7.14.010	Removal of Dog Defecation	50.00	100.00	250.00
7.16.010	Failure to License Dog	50.00	100.00	250.00
7.16.040	License Affixed to Collar	50.00	100.00	250.00
7.20.010	Kennels - License Required	100.00	200.00	500.00
7.25.010	Animal Noise	100.00	200.00	500.00
7.28.010	Hogs Prohibited	50.00	100.00	250.00
7.28.020	Non-registration of 5 or fewer animals	50.00	100.00	250.00
7.28.030	Non-registration of more than five animals	100.00	200.00	500.00
7.28.040	Keeping Livestock	50.00	100.00	250.00
7.28.050	Horses, Mules or Goats Regulations	50.00	100.00	250.00
7.32.010	Wild Animal	50.00	100.00	250.00
7.36.010	Domestic Fowl - Restrictions	50.00	100.00	250.00
7.36.020	Domestic Fowl - Enclosure	50.00	100.00	250.00
7.36.030	Rabbits – Restriction	50.00	100.00	250.00
7.36.040	Rabbits – Enclosure	50.00	100.00	250.00
7.36.070	Bee Hives	50.00	100.00	250.00
7.36.080	Bee Hives – Distance from Building	50.00	100.00	250.00
7.44.010	Failure to Report Bite	100.00	200.00	500.00
7.44.015	Failure to Give Bite Victim Information	100.00	200.00	500.00
7.44.020	Violation of Quarantine	100.00	200.00	500.00
7.46.050	Failure to Comply with Conditions of Release- Potentially Vicious Animals	100.00	200.00	500.00
7.46.080	Harboring Potentially Vicious Animal	100.00	200.00	500.00
7.48.024	Failure to Comply with Conditions of Release- Vicious Animals	100.00	200.00	500.00
7.48.060	Harboring Vicious Animal	100.00	200.00	500.00
7.60.020	Dead Animal Carcass	100.00	200.00	500.00
8.02.200	Park Use Regulations	100.00	200.00	500.00

8.02.220A	Driving in Parks	100.00	200.00	500.00
8.02.220B	Speeding in Parks	100.00	200.00	500.00
8.02.230	Damaging or Defacing Park Property	100.00	200.00	500.00
8.02.240	Animal in City Park	50.00	100.00	250.00
8.02.250A	Park Curfew	50.00	100.00	250.00
8.02.260A	Diamond Oaks – Curfew	50.00	100.00	250.00
8.02.260B	Diamond Oaks - Admission Fee	50.00	100.00	250.00
8.02.260C	Diamond Oaks Non-golfing Use	50.00	100.00	250.00
8.02.261A	Woodcreek Golf Club Curfew	50.00	100.00	250.00
8.02.261B	Woodcreek Golf Club Admission Fee	50.00	100.00	250.00
8.02.261C	Woodcreek Non-golfing Use	50.00	100.00	250.00
8.02.270	Golf in Parks	50.00	100.00	250.00
8.02.280	Alcohol in Park	50.00	100.00	250.00
8.02.281	Sale of Alcoholic Beverage	100.00	200.00	500.00
8.02.290	No Glass Containers	25.00	50.00	100.00
8.02.310	Animal Life Protected	100.00	200.00	500.00
8.02.315	Ejection from Parks	100.00	200.00	500.00
8.02.320	Tennis Courts - Prohibited Activities	25.00	50.00	100.00
8.02.325	Safety Gear at Skateboard Track	25.00	50.00	100.00
8.02.340	Mining	100.00	200.00	500.00
8.04.050	Tree Care - Without Permit	100.00	200.00	500.00
8.04.060	Mutilation/Abuse of trees	100.00	200.00	500.00
8.04.140	Interference with City Representative	100.00	200.00	500.00
9.12.020	Gathering Garbage Without Franchise	100.00	200.00	500.00
9.12.050	Placing Garbage in Receptacles	25.00	50.00	100.00
9.12.140	Unlawful Accumulation of Garbage	100.00	200.00	500.00
9.12.180	Disposal of Prohibited substances	100.00	200.00	500.00
9.12.190A	Exclusive Use of Receptacles	100.00	200.00	500.00
9.17.040	Refuse Hauler without Permit	100.00	200.00	500.00
9.17.060	Refuse Reports Required	100.00	200.00	500.00
9.17.100	Periodic Refuse Collection	100.00	200.00	500.00
9.20.070	Burning Weeds Without Fire Chief Consent	50.00	100.00	250.00
9.24.030G	Construction Noise	100.00	200.00	500.00
9.24.050	Failure To Cooperate in Determining Noise	100.00	200.00	500.00
9.24.100	Noise Limits – Sensitive Receptors	100.00	200.00	500.00
9.24.110	Noise Limits –Amplified Sound	100.00	200.00	500.00
9.24.120	Noise Limits – Industrial Property	100.00	200.00	500.00
9.24.130	Noise Limits – Public Events	100.00	200.00	500.00
9.24.150	Noise Disturbances	100.00	200.00	500.00
9.35.030	Certified Farmers’ Market Permit Required	100.00	200.00	500.00
9.37.030	Parade Without Permit	100.00	200.00	500.00
9.37.040	No Parade Vendor Permit	100.00	200.00	500.00
9.37.140	Interference with Parade	100.00	200.00	500.00
9.37.150	Exceeding Scope of Permit	100.00	200.00	500.00
9.40.020	Public Dance Permit Required	100.00	200.00	500.00

9.40.092	Disturbing the Peace	100.00	200.00	500.00
9.40.094	Intoxicated Patrons	100.00	200.00	500.00
9.40.096	Disorderly Conduct within 50'	100.00	200.00	500.00
9.40.098	Orderly Dispersal Required	100.00	200.00	500.00
9.40.170	Display of Dance Permit	100.00	200.00	500.00
9.45.030	Entertainment Permit Required	100.00	200.00	500.00
9.45.060	Hours of Operation	100.00	200.00	500.00
9.45.070	Disturbing the Peace	100.00	200.00	500.00
9.45.080	Intoxicated Customers	100.00	200.00	500.00
9.45.110	Disorderly Conduct within 20'	100.00	200.00	500.00
9.45.120	Orderly Dispersal Required	100.00	200.00	500.00
9.45.130	Alcoholic Beverages on Premises	100.00	200.00	500.00
9.45.200	Display of Permit	100.00	200.00	500.00
9.60.050	Failure to File Hazardous Material Disclosure	100.00	200.00	500.00
9.80.070	Flood Damage Prevention	100.00	200.00	500.00
9.80.120	Development Permit Required	100.00	200.00	500.00
9.90.050	Smoking in Public Place	50.00	100.00	250.00
9.90.060	Non-Smoking Hotel/Motel Rooms	100.00	200.00	500.00
9.90.070	Smoke-Free Workplace	100.00	200.00	500.00
9.90.090	"No Smoking" Posting Required	100.00	200.00	500.00
9.90.100	Retaliation Prohibited	100.00	200.00	500.00
10.02.010	Destroying Public Signs	100.00	200.00	500.00
10.20.010	Electric Wire or Fence	100.00	200.00	500.00
10.30.010	Drinking in Streets	100.00	200.00	500.00
10.30.020B	Possession Open Alcohol at Off Sale Premises	100.00	200.00	500.00
10.34.020	Loitering Prohibited	100.00	200.00	500.00
10.36.010	Registration Required for Soliciting	100.00	200.00	500.00
10.36.020	Failure to Carry Registration	100.00	200.00	500.00
10.36.030	Violation of No Peddling or No Soliciting Sign	100.00	200.00	500.00
10.42.010	Motorcycle Racing	100.00	200.00	500.00
10.44.020	Ultralight Vehicle Launch/Landing	50.00	100.00	250.00
10.50.010	Littering	100.00	200.00	500.00
10.50.020	Distribution of Advertising Literature Without Permission	100.00	200.00	500.00
10.52.010	Removal of Lawfully Placed Signs	100.00	200.00	500.00
10.53.030	Graffiti Prohibited	100.00	200.00	500.00
10.53.040	Possession of Aerosol Spray Paint Can By Minors	100.00	200.00	500.00
10.53.050	Sale of Aerosol Spray Paint Cans to Minors	100.00	200.00	500.00
10.54.020	Nuisances	100.00	200.00	500.00
10.56.010	Camping on Public Property	100.00	200.00	500.00
10.56.020	Camping on Private Property	100.00	200.00	500.00
10.56.030	Open Campfires Prohibited	100.00	200.00	500.00
10.63.030	Private Patrol Service - Uniform Approval	100.00	200.00	500.00
10.64.050A	Sirens Prohibited	100.00	200.00	500.00

10.64.050B	Automatic Shutoff Required For Alarms	100.00	200.00	500.00
10.64.060	Alarm Permit Required	100.00	200.00	500.00
10.64.070	Display of Alarm Permit Required	100.00	200.00	500.00
10.64.125B	Report of Assignment or Transfer of Monitoring Company	100.00	200.00	500.00
10.64.125C	Bi-Annual Report by Monitoring Company	100.00	200.00	500.00
10.64.12013 5	Operation or Maintenance of Direct Dial Alarm	100.00	200.00	500.00
10.64.150	Enhanced Call Verification Required	100.00	200.00	500.00
10.64.180	Use of Alarm After Denial, Suspension or Revocation	100.00	200.00	500.00
10.65.020	Ice Cream Vendor Permit Required	100.00	200.00	500.00
10.65.070	Display of Ice Cream Permit	100.00	200.00	500.00
10.65.100	Vendor's Name Marked on Vehicle	100.00	200.00	500.00
10.66.020	No Taxi Driver's License	100.00	200.00	500.00
10.66.070	Display of Taxi Driver Permit	100.00	200.00	500.00
10.66.100	Taxi Company Name on Vehicle	100.00	200.00	500.00
10.66.110	Pickup of Additional Passengers	100.00	200.00	500.00
10.66.120	Driving Without Liability Insurance	100.00	200.00	500.00
10.66.130	Parking at Taxi Stand	50.00	100.00	250.00
10.67.020	Daily Reports to Police Chief	100.00	200.00	500.00
10.67.030	Daily Reports Kept on Premises	100.00	200.00	500.00
10.67.040	Pawnbroker/Secondhand Dealer Reports	100.00	200.00	500.00
10.67.060	Pawnbrokers/Secondhand Dealers – Permit Required	100.00	200.00	500.00
10.67.130	Pawnbrokers/Secondhand Dealers – Hours of Operation	100.00	200.00	500.00
10.67.140	Display of Pawnbroker/Secondhand Dealer Permit	100.00	200.00	500.00
10.70.030	Curfew for Minors	25.00	50.00	100.00
10.71.030	Social Host Accountability	500.00	750.00	1,000.00
10.80.010	Discharge Firearm in City	100.00	200.00	500.00
10.82.010	Possession/Use of Slingshots	25.00	50.00	100.00
11.04.030	Directing Traffic	25.00	50.00	100.00
11.04.040	Reports of Damage to Utilities	50.00	100.00	250.00
11.06.030	Obedience to Traffic Control Devices	100.00	200.00	500.00
11.08.030	Obedience to no-turn Signs	100.00	200.00	500.00
11.08.040	Turns Against Traffic Stop Signal	100.00	200.00	500.00
11.10.020	Wrong Way Driving/Stopping in Alley	100.00	200.00	500.00
11.12.010	Obedience to Stop Signs	100.00	200.00	500.00
11.14.020	Bicycle Riding on Particular Sidewalks	25.00	50.00	100.00
11.14.030	Bicycle Riding in Washington Underpass	25.00	50.00	100.00
11.14.040	Parent Responsibility - Bicycle Violations	50.00	100.00	250.00
11.15.130	Violation of Golf Cart Regulations	50.00	100.00	250.00
11.16.010	Clinging to Motor Vehicles Prohibited	100.00	200.00	500.00

11.16.020	Driving on Sidewalk	100.00	200.00	500.00
11.16.040	Riding, Driving on New Pavement or Paint	100.00	200.00	500.00
11.16.050	Driving over Fire Hose	100.00	200.00	500.00
11.16.060	Driving Through Railroad Gates	100.00	200.00	500.00
11.16.070	Speeding Train Through Crossing	100.00	200.00	500.00
11.16.080	Removal or Obstructing Chalk marks	75.00	150.00	300.00
11.16.090	Obstructing Intersections and Crosswalks	50.00	100.00	250.00
11.16.100	Blocking Roadway Prohibited	50.00	100.00	250.00
11.16.110	Leaving Vehicle Unattended	50.00	100.00	250.00
11.16.130	Driving on Private Property	50.00	100.00	250.00
11.18.020	Jaywalking	25.00	50.00	100.00
11.18.030	Crossing at Right Angles	25.00	50.00	100.00
11.18.040A	Skateboard/Roller Skate Interference with Pedestrians or Vehicular Traffic	50.00	100.00	250.00
11.18.040B	Skateboarding/Roller Skating on Private Property	50.00	100.00	250.00
11.18.040D	Skateboard/Rollerblade on Posted Public Property	50.00	100.00	250.00
11.20.020	Parking More than 72 Hours	100.00	200.00	500.00
11.20.030	Parking for Wash/Repair/Grease Vehicle in Road	50.00	100.00	250.00
11.20.040	Parking in Alley	50.00	100.00	250.00
11.20.050	Parking on Wrong Side of Street, Angle Parking	50.00	100.00	250.00
11.20.060	Parking Commercial Vehicle in Residential Neighborhood	100.00	200.00	500.00
11.20.070	No Parking Sign	50.00	100.00	250.00
11.20.080	Parking in Violation of Emergency Sign	100.00	200.00	500.00
11.20.090	Parking on Traffic Counters	50.00	100.00	250.00
11.20.100	Parking on Parks/Playgrounds/Sidewalk	50.00	100.00	250.00
11.20.110	Parking on Private Property	50.00	100.00	250.00
11.20.170	Parking in Fire Lane	100.00	200.00	500.00
11.20.180	Failure to Display Current Registration Tabs	50.00	100.00	250.00
11.20.190	Unregistered Vehicle Parked on Highway	100.00	200.00	500.00
11.20.210	Handicapped Parking – On Street	380.00	380.00	380.00
11.20.220	Handicapped Parking – Off Street	380.00	380.00	380.00
11.20.320	Abandoned Vehicles	100.00	200.00	500.00
11.20.394	Reconstruction of Abandoned Vehicles	100.00	200.00	500.00
11.20.450	Selling Parking Permit	100.00	200.00	500.00
11.20.460	Parking in Residential Permit Zone Without Permit	50.00	100.00	250.00
11.20.540	Parking in Commercial Permit Zone Without Permit	50.00	100.00	250.00
11.22.010	Parking in Violation of Curb Markings	50.00	100.00	250.00
11.22.020	Unauthorized Painting of Curbs	100.00	200.00	500.00

11.22.040	Loading Zone Parking	50.00	100.00	250.00
11.22.050	Parking So As to Obstruct Traffic	75.00	150.00	300.00
11.23.010	Vending Within 150 Feet of any School	50.00	100.00	250.00
11.24.020	Overtime Parking	35.00	70.00	140.00
11.24.030	Parking More than One Space	25.00	50.00	100.00
11.24.050	Unauthorized Placing of Parking Signs	100.00	200.00	500.00
11.26.010	Truck Route	100.00	200.00	500.00
11.30.050	Parking Meter Overtime	25.00	50.00	100.00
11.30.070	Parking Meter/Not Depositing Coins	25.00	50.00	100.00
11.30.080	Parking Meter - Using Substitute Coins	100.00	200.00	500.00
11.30.090	Parking Meter - Tampering With	100.00	200.00	500.00
11.32.040	Obedience to Parking Facility Signs	25.00	50.00	100.00
11.32.060	Parking in Reserved Space	50.00	100.00	250.00
11.32.070	Failure to Park in Marked Space	25.00	50.00	100.00
11.33.150	Violation of Transportation Systems Management Plan	100.00	200.00	500.00
13.12.010	Use of Sidewalk for Business	100.00	200.00	500.00
13.12.020	Interfering with Free Passage	100.00	200.00	500.00
13.16.010	Burning Leaves	100.00	200.00	500.00
13.20.010	No Building Moving Permit	100.00	200.00	500.00
13.21.010	No oversize Vehicle Permits	100.00	200.00	500.00
13.28.010	No Encroachment Permit	100.00	200.00	500.00
14.04.070	Unauthorized Utility Connections	100.00	200.00	500.00
14.08.060	Tampering With City Property	100.00	200.00	500.00
14.08.070	Tapping Distribution System	100.00	200.00	500.00
14.08.080	Turning Water on Without Permit	100.00	200.00	500.00
14.08.130	Use of Water For Construction Without Permit	100.00	200.00	500.00
14.08.190	Use of Siphon	100.00	200.00	500.00
14.08.200	Use of Nonrecirculating HVAC System	100.00	200.00	500.00
14.08.210	Resale of Water	100.00	200.00	500.00
14.09.160	Water Waste	100.00	200.00	500.00
14.10.110	Failure to Maintain Backflow Prevention Assembly	100.00	200.00	500.00
14.11.030	Permit Required to Dig Well	100.00	200.00	500.00
14.12.020	Violation of Sanitary Sewer Regulations	100.00	200.00	500.00
14.12.025	Violation of Storm Drain Regulations	100.00	200.00	500.00
14.12.040	Permit Required to Connect with Sewer	100.00	200.00	500.00
14.12.050A	Discharge of Storm Water to Sewer	100.00	200.00	500.00
14.12.050C	Discharge of Prohibited Substances to Sewer	100.00	200.00	500.00
14.17.110	Recycled Water Connection without approval	100.00	200.00	500.00
14.17.120	Resale of Recycled Water	100.00	200.00	500.00
14.24.220	Violation of Electric Regulations	100.00	200.00	500.00
14.24.250	Sale/Delivery/Transmission of Electricity without Franchise	100.00	200.00	500.00
14.24.260	Use of Energy Supplied without Franchise	100.00	200.00	500.00

14.26.110	Contributing Prohibited Substances to POTW	100.00	200.00	500.00
14.26.140	Violation of Pollutant Limitations	100.00	200.00	500.00
14.26.170	Excessive Discharge	100.00	200.00	500.00
14.26.180B	Failure to Notify of Accidental Discharge	100.00	200.00	500.00
14.26.310	Discharge Without Permit	100.00	200.00	500.00
14.26.370	Transfer of Permit	100.00	200.00	500.00
14.26.380	Failure to Report Pollutants	100.00	200.00	500.00
14.26.390	Failure to Submit Compliance Reports	100.00	200.00	500.00
14.26.390.3	Failure to Pretreat	100.00	200.00	500.00
14.26.440	Falsifying Information	100.00	200.00	500.00
16.04.100	Building Code Regulations	100.00	200.00	500.00
16.07.020	Rental of Drug House	100.00	200.00	500.00
16.16.020	Uniform Fire Code Regulations	100.00	200.00	500.00
16.16.080	Permit for Class IIIB Liquids	100.00	200.00	500.00
16.16.140	Open Burning Prohibited	100.00	200.00	500.00
16.16.160	Fireworks Regulations	100.00	200.00	500.00
16.16.180	Permit to Store Liquefied Petroleum Gas	100.00	200.00	500.00
16.18.020	Energy Audit Required	100.00	200.00	500.00
16.20.040	Grading Without Approval	100.00	200.00	500.00
16.24.450	Failure to Comply with Site Review	100.00	200.00	500.00
16.35.060	Substandard Building Violation	100.00	200.00	500.00
16.35.110	Dangerous Buildings	100.00	200.00	500.00
16.35.460	Failure to Comply With Order of Appeals Board	100.00	200.00	500.00
16.35.500	Interference with Repair or Demolition	100.00	200.00	500.00
Title 17	All Sign Regulations	100.00	200.00	500.00
19.22.030	Accessory Structures	100.00	200.00	500.00
19.42.040	Home Occupation Permit Required	100.00	200.00	500.00
19.42.050	Home Occupation Performance Standards	100.00	200.00	500.00
19.90.030	Violation of Zoning Ordinance	100.00	200.00	500.00
	Any Unlisted Section	100.00	200.00	500.00



COUNCIL COMMUNICATION

CC #: 7236

File #: 0201-01 & 0801

Title: Capital Improvement Projects - Budget Adjustment

Contact: Kathy Cullen 746-1306 kcullen@roseville.ca.us

Meeting Date: 11/4/2015

Item #: 7.18.

RECOMMENDATION TO COUNCIL

It is requested that the City Council approve the attached budget adjustment relating to the ongoing Capital Improvement Projects.

BACKGROUND

The attached budget adjustment lists Capital Improvement Projects and associated transfers that were approved by the City Council prior to June 30, 2015. These projects are ongoing, requiring the unspent budget balances in the FY2014-15 budget to be brought forward to the current fiscal year's budget. The projects were analyzed during the preparation of the FY2015-16 budget and were included in the financial analysis of the individual funds. This budget adjustment does not increase the previously approved spending limits for each project.

FISCAL IMPACT

This budget adjustment has no fiscal impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of this request will not create any new jobs.

ENVIRONMENTAL REVIEW

The Capital Improvement Project budget adjustment is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required

Respectfully Submitted,

Kathy Cullen, Budget Manager

Monty Hanks, Finance Director

A handwritten signature in blue ink, appearing to be 'Rob Jensen', with a long horizontal stroke extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5584

CIP budget adjustment

ORDINANCE NO. 5584

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2015-16, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate ongoing costs from Fiscal Year 2014-15 to Capital Improvement Projects for Fiscal Year 2015-16, as listed on the attached.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**CIP Carry Forward Budget Adjustment
From FY2014-15 budget to FY2015-16 Budget**

Fund	Project Number	Project description	Revenue	Expense
GENERAL FUND	049004	HUNTINGTON CULVERT IMPROVEMNT		10,148
	059001	CITY FACILITIES SECURITY IMP		594,867
	079005	ENTERPRISE ASSET MANAGEMENT		1,173,077
	079006	CAD/RMS REPLACEMENT PROJECT		440,161
	109002	MULTI-HAZARD PLAN UPDATE	33,778	178,558
	142001	MULTI-AGENCY FLOOD EMER RESP	195,290	144,282
	152001	EAST ST ALLEY DRAINAGE PROJ		35,000
	152002	FLOOD ALERT SYSTEM REPL PROJ		48,732
	982002	ROCKY RIDGE TO OLD AUBURN DRN		90,658
	982003	CONFLUENCE TO TIFFANY		104,656
GENERAL FUND Total			229,068	2,820,138
STRATEGIC IMPROVEMENT FUND	109003	REGIONAL ANIMAL CONTROL FAC		6,772,301
STRATEGIC IMPROVEMENT FUND Total				6,772,301
STATE GAS TAX	082001	STORM DRAIN PROJECT		1,766,896
	122501	PEDESTRIAN FACILITIES PROJECT	462,525	450,880
STATE GAS TAX Total			462,525	2,217,777
TECHNOLOGY REPLACEMENT FUND	129006	PERMIT SYSTEM REPLACEMENT		35,036
TECHNOLOGY REPLACEMENT FUND Total				35,036
FIRE FACILITIES	121001	FIRE STATION 1 RELOCATION		847,955
FIRE FACILITIES Total				847,955
TRAFFIC MITIGATION	002503	DEVELOPER REIMBURSEMNT-TMF		1,037,611
	072502	ATKINSON/PFE WIDENING		708,423
	072515	WASHINGTON/ANDORA WIDENING		2,163,986
	082501	BLUE OAKS WIDENING		781,883
	102508	INDUSTRIAL AVE BRIDGE REPLACEM	3,575,267	4,260,696
	112503	OAKRIDGE BRIDGE REPLACEMENT	205,100	453,116
	152501	BLUE OAKS-PLEASNT GR CMS PROJ		152,513
	969001	CITY TRAFFIC MODEL UPDATE		111,779
	972505	CIRBY WAY/ROSEVILLE RD		3,384,467
TRAFFIC MITIGATION Total			3,780,367	13,054,474
PUBLIC FACILITIES	091003	WRSP COMMUNITY CENTER		180,222
	139002	DOWNTOWN PEDESTRIAN BRIDGE		295,514
	151001	OAK STREET PARKING GARAGE		6,414,592
	151002	DOWNTOWN BLDG-316 VERNON ST		936,325

Fund	Project Number	Project description	Revenue	Expense
PUBLIC FACILITIES				
PUBLIC FACILITIES Total				7,826,654
STORMWATER MANAGEMENT	123301	SECRET RAVINE FISH BARRIER RMV	43,951	113,395
STORMWATER MANAGEMENT Total				43,951
UTILITY EXPLORATION CENTER	099003	UEC-CAPITAL REPLACEMENT		554,436
UTILITY EXPLORATION CENTER Total				554,436
CITY-WIDE PARK FUND-WRSP	125002	WRSP DOG PARK		230,000
	155006	SPORTS PARK COMPLEX		5,000,000
CITY-WIDE PARK FUND-WRSP Total				5,230,000
CITY-WIDE PARKS	005001	PARK SITE 56-GIBSON PARK	-	108,738
	045001	CENTRAL PARK-PHASE ONE (HRN52)		1,317,994
	085003	MAIDU INTRPTV CTR PERM BLDG EX		23,281
CITY-WIDE PARKS Total				-
PARK DEVELOPMENT-NCRSP	115002	NC 55B PARKSITE		121,484
	155002	NC-57 NEIGHBORHOOD PARK		199,600
PARK DEVELOPMENT-NCRSP Total				321,084
PARK DEVELOPMENT-NWRSP	155003	OVERFLOW PARKING/DRIVEWAY-RAC		343,393
PARK DEVELOPMENT-NWRSP Total				343,393
PARK DEVELOPMENT-NRSP	025003	DC-50 PK-(LEONARD DUKE DAVIS)		30,000
	055001	WM BILL HUGHES PRK-DIMND CRK	175,000	534,803
PARK DEVELOPMENT-NRSP Total				175,000
PARK DEVELOPMENT-STONERIDGE	035003	HARRY CRABB PARK (SSP-29)		2,268,346
	085002	SSP 2,3,4		35,000
	155005	SSP56 PARK SITE		123,269
PARK DEVELOPMENT-STONERIDGE Total				2,426,615
PARK DEVELOPMENT-NRSP III	155007	HAMEL PARK EXPANSION		199,705
PARK DEVELOPMENT-NRSP III Total				199,705
PARK DEVELOPMENT-WRSP	149006	WRSP PCL W-15-BIKE TR-OFFSITE		361,463
	155001	F-50 SCHOOL PARK		1,984,611
	155004	W-87 PASEO		510,155
	159006	WRSP F-83 TRAIL & PR SITE		581,751
PARK DEVELOPMENT-WRSP Total				3,437,980
PLEASANT GROVE DRAINAGE BASIN	029001	PLEASANT GROVE RETENTION BASIN		488,339
	069001	PLEASANT GROVE CRK HYDRLC MODL		17,308
PLEASANT GROVE DRAINAGE BASIN Total				505,647
REASON FARMS	065009	ALJOHNSON WILDLIFEAREA MSTRPLN		346,033

Fund	Project Number	Project description	Revenue	Expense
REASON FARMS Total				346,033
ROADWAY FUND	152503	BRIDGE PREVENTATIVE MAINT PROJ	723,290	900,000
	152504	CHURCH ST SIDEWALK PROJECT		275,773
ROADWAY FUND Total			723,290	1,175,773
COMMUNITY DEVEL BLOCK GRANT	149005	HISTORIC OLD TOWN LIGHTING UPG		119,456
COMMUNITY DEVEL BLOCK GRANT Total				119,456
BUILDING	011005	HP REZONE FIRE STATION	400,000	1,451,593
	051003	LIBRARIES REMODEL		490,940
BUILDING Total			400,000	1,942,533
GENERAL CIP REHAB FUND	081001	FIRE STATION #4 IMPROVEMENTS		158,873
	149003	POLICE DEPT RADIO UPGRADES		33,223
	159002	ERP REPLACEMENT		1,500,000
GENERAL CIP REHAB FUND Total				1,692,096
TRANSIT	049002	BUS SHELTERS		141,058
	099007	ITS FAREBOX MDT CAMERA	209,481	127,248
	099011	SIERRA GARDENS TRS POINT IMP	122,293	568,755
	099012	LOUIS/ORLANDO TRS POINT IMP	1,046,938	1,212,494
	119006	TRANSIT KIOSKS		87,934
	159004	BUS PURCHASES-4 BUSES-GILLIG	1,705,512	2,000,000
TRANSIT Total			3,084,224	4,137,489
TRANSPORTATION	039003	BIKEWAY FAC REPAIR/MAINT		307,425
	069003	BICYCLE MASTER PLAN	-	90,531
	099004	DRY CRK GREENWY COMM PLAN/OUTR		320,343
	099005	FOOTHILLS BUSINESS PARK BIKETR	70,000	71,803
	099006	BIKE PARKING PROGRAM		59,643
	109001	OAK ST EXT-MINERS RAVINE TRAIL		14,122
	119001	HARDING-ROYER TRAIL SEGMENT 3	235,334	865,987
	129001	DOWNTOWN TRSFR STATION RECONST		123,965
	129005	DOWNTOWN REPLACEMENT BRIDGE PR	511,306	371,545
	159005	HARDING-ROYER TRAIL SGMNT4	-	696,474
TRANSPORTATION Total			816,640	2,921,837
GOLF IMPROVEMENT FUND	065501	DIAMOND OAKS GOLF COURSE RENOV		289,701
	085501	WOODCREEK GOLF COURSE		141,601
GOLF IMPROVEMENT FUND Total				431,302
SOLID WASTE	113901	UEC-IDEASCAPE	-	2,116,938
SOLID WASTE Total			-	2,116,938

Fund	Project Number	Project description	Revenue	Expense
WASTEWATER	093501	EU SOFTWARE APPLICATION UPGRDS		1,485,939
	143504	CIS TECHNICAL UPGRADE-EU		19,389
	963503	RADIO TELEMETRY COMMUNICATIONS		73,319
WASTEWATER Total				1,578,647
WASTEWATER REHABILITATION FUND	043505	WASTEWATER SYSTEM MODEL		117,581
	091002	WASTEWATER SHOP EXPANSION		10,452
	103501	SCADA SYSTEM REPLACEMENT	481,599	5,846,923
	123503	ATKINSON ST AT DRY CRK WW PIPE		311,498
	133501	CIPP SEWER REHABILITATION-2013		1,881,241
	133502	DRY CRK/PL GR WWTP ARC FLASH M	294,849	444,409
	143501	SHADOWBROOK LIFT STN WELL REP		391,057
	153502	NEVADA AVE SEWER MAIN REALIGN		12,245
	153503	DCWWTP LABORATORY REHAB PROJ		175,000
	153504	DCWWTP TERTIARY FILTER PROJ	41,952	115,000
	153505	DCWWTP PLC REHABILITATION PROJ	72,960	200,000
	153506	VACTOR WASHOUT FACILITY		34,832
WASTEWATER REHABILITATION FUND Total			891,360	9,540,237
WATER CONSTRUCTION	023001	AQUIFER STORAGE/RECOVERY PROG		440,067
	043001	WATER TREATMENT PLANT EXP #3		99,377
	043002	WOODCREEK NORTH WELL	40,000	693,033
	053005	GROUNDWATER MANAGEMENT PLAN	438,451	434,270
	063001	WEST SIDE TANK/PUMP STN PROJ		6,944,174
	073002	PROCESS CONTROL STANDARDS		62,554
	083004	RSVL/PCWA WTR MODEL DEVELOPMNT		142,939
	113002	INTEGR REG WTR MGMT PROP84WELL		332,805
	113003	CONNECTION FEE ANALYSIS-STUDY		25,501
	123001	COOK RIOLO RD BRIDGE 24IN PIPE		194,652
	143001	INTERTIE-ZN 4 PMP BCK PMP STN		336,705
	153003	REGIONAL WTR SUPPLY RELIAB STD		200,369
WATER CONSTRUCTION Total			478,451	9,906,445
WATER REHABILITATION FUND	103001	ATLANTIC ST 22IN WTR REHAB PHI		583,388
	133002	WTP-FILTERED WTR CHANNEL/CLRWL		218,000
	153001	SUNRISE AVE-180 21 IN WTR COND		150,000
	153002	ARC FLASH MITIGATION-REMOTE		223,608
	983003	REGIONAL WATER MASTER PLAN		145,000

Fund	Project Number	Project description	Revenue	Expense
WATER REHABILITATION FUND Total				1,319,996
ELECTRIC	044004	LOAD MANAGEMENT PROJECT		81,749
	094002	60KV NETWORK IMPROVEMENTS		437,519
	104001	ADVANCED METERING INFRASTRUCTR		1,002,559
	124003	REP-LIQUID MGMT SYSTEM		1,000,000
	124005	CIS REPLACEMENT		1,423,293
	144002	SIERRA VISTA SUBSTATION		4,085,346
	144005	SCADA SYSTEM UPGRADE/ENHANCE		43,444
	144006	ELECTRIC VEHICLE PROGRAM		79,309
	144010	CIS TECHNICAL UPGRADE-ELEC		19,389
	154001	FIDDYMENT INTERCONNECT ADDN		2,000,000
ELECTRIC Total				10,172,609
ELECTRIC REHABILITATION	134002	ELECTRIC REHAB FAILURE REPL		189,481
	134003	REHAB SUBSTATION BATTERY REPL		194,209
	134004	ELECTRIC REHAB RELAY REPL		136,737
	134005	CABLE REPLACEMENT-REHAB		376,568
	134006	BERRY ST CIRCUIT BR REPL-REHB		147,883
	134007	ELEC REHAB SCADA/RTU REPL		48,961
	134008	60KV RESTRINGING		123,238
	144001	DOUGLAS SUBSTN REHAB/NETWORK		761,138
	144008	REHAB FAILURE REPL-CONTRL SYS		590,540
	144009	REHAB COMMUNICATIONS EQUIP		50,000
ELECTRIC REHABILITATION Total				2,618,755
Grand Total			11,084,876	98,741,551
Check (should be 0)				

CIP Carry forward transfers
From FY2014-15 to FY2015-16

In Fund #	In Fund Name	Out Fund #	Out Fund Name	Project #	\$
00100	GENERAL FUND	00310	GENERAL CIP REHAB FUND	059001	594,867
00100	GENERAL FUND	00209	UTILITY IMPACT REIMB FUND	079005	50,855
00100	GENERAL FUND	00225	TRAFFIC SIGNAL MAINTENANCE FD	079005	39,846
00100	GENERAL FUND	00252	HIGHWAY USERS TAX FUND	079005	17,444
00100	GENERAL FUND	00310	GENERAL CIP REHAB FUND	079005	7,866
00100	GENERAL FUND	00460	SOLID WASTE	079005	24,971
00100	GENERAL FUND	00470	WASTEWATER	079005	102,801
00100	GENERAL FUND	00474	WASTEWATER REHABILITATION	079005	172,438
00100	GENERAL FUND	00480	WATER	079005	26,242
00100	GENERAL FUND	00481	WATER CONSTRUCTION	079005	226,715
00100	GENERAL FUND	00490	ELECTRIC	079005	463,080
00100	GENERAL FUND	00501	AUTOMOTIVE SERVICES	079005	14,632
00100	GENERAL FUND	00502	AUTOMOTIVE REPLACEMENT	079005	11,681
00100	GENERAL FUND	00201	STATE GASOLINE TAX	079005	7,914
00110	STRATEGIC IMPROVEMENT FUND	00215	ANIMAL CONTROL SHELTER FUND	109003	118,301
00201	STATE GASOLINE TAX	00252	HIGHWAY USERS TAX FUND	082001	188,343
00216	TECHNOLOGY FEE REPLACEMENT FND	00100	GENERAL FUND	129006	30,400
00222	PUBLIC FACILITIES	00670	SUCCESSOR AGENCY-RORF	151001	5,714,376
00222	PUBLIC FACILITIES	00310	GENERAL CIP REHAB FUND	139002	85,514
00222	PUBLIC FACILITIES	00441	TRANSPORTATION	139002	210,000
00224	STORM WATER MANAGEMENT	00219	OPEN SPACE MAINTENANCE FUND	123301	3,958
00227	UTIL EXPLORATION CENTER FUND	00470	WASTEWATER	099003	106,269
00227	UTIL EXPLORATION CENTER FUND	00480	WATER	099003	106,269
00227	UTIL EXPLORATION CENTER FUND	00490	ELECTRIC	099003	235,630
00227	UTIL EXPLORATION CENTER FUND	00460	SOLID WASTE	099003	106,269
00230	CITY-WIDE PARK	00234	PARK DEVELOPMENT-NCRSP	005001	97,188
00235	PARK DEVELOPMENT-NWRSP	00762	NWRSP-LANDSCPNG & LIGHT DISTRI	155003	343,393
00238	PARK DEVELOPMENT-STONERIDGE	00230	CITY-WIDE PARK	035003	2,189,709
00251	REASON FARMS REVENUE FUND	00230	CITY-WIDE PARK	065009	75,000
00253	ROADWAY FUND	00260	COMMUNITY DEVEL BLOCK GRANT	152504	275,773
00260	COMMUNITY DEVEL BLOCK GRANT	00490	ELECTRIC	149005	12,500
00301	BUILDING	00220	FIRE FACILITIES	011005	901,593
00301	BUILDING	00310	GENERAL CIP REHAB FUND	051003	490,940
00310	GENERAL CIP REHAB FUND	00100	GENERAL FUND	159002	1,500,000
00452	GOLF IMPROVEMENT FUND	00450	DIAMOND OAKS GOLF COURSE FUND	065501	190,364
00452	GOLF IMPROVEMENT FUND	00450	DIAMOND OAKS GOLF COURSE FUND	085501	81,856
00460	SOLID WASTE	00480	WATER	113901	705,646
00460	SOLID WASTE	00100	GENERAL FUND	113901	705,646
00470	WASTEWATER	00480	WATER	093501	555,471
00470	WASTEWATER	00460	SOLID WASTE	093501	555,720
00470	WASTEWATER	00480	WATER	143504	6,463
00470	WASTEWATER	00460	SOLID WASTE	143504	6,463
00470	WASTEWATER	00474	WASTEWATER REHABILITATION	963503	73,319
00482	WATER REHABILITATION	00474	WASTEWATER REHABILITATION	153002	99,381
50012	PRK DEV-WRSP-BIKE TRAIL	00243	PARK DEVELOPMENT-WRSP	159006	38,955
50012	PRK DEV-WRSP-BIKE TRAIL	00229	CITY-WIDE PARK FUND-WRSP	159006	128,265

17,700,327



COUNCIL COMMUNICATION

CC #: 7251
File #: 0600-03

Title: Second Reading - Personnel Rules and Regulations - Municipal Code Revision
Contact: Linda Hampton 774-5215 lhampton@roseville.ca.us

Meeting Date: 11/4/2015
Item #: 7.19.

RECOMMENDATION TO COUNCIL

Recommending Council adopt ORDINANCE NO. 5587 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 3.12.075 OF CHAPTER 3.12 OF TITLE 3 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PAID SICK LEAVE, for second reading and adoption.

BACKGROUND

N/A

FISCAL IMPACT

N/A

ECONOMIC DEVELOPMENT / JOBS CREATED

N/A

ENVIRONMENTAL REVIEW

N/A

Respectfully Submitted,

Linda Hampton, Senior Human Resources Analyst

Gayle Satchwell, Human Resources Director

ATTACHMENTS:

Description

Ordinance No. 5587

ORDINANCE NO. 5587

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AMENDING SECTION 3.12.075 OF CHAPTER 3.12 OF TITLE 3 OF THE ROSEVILLE
MUNICIPAL CODE REGARDING PAID SICK LEAVE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 3.12.075 of Chapter 3.12 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.12.075 Sick leave—Temporary and seasonal employees.

A. Purpose. The provisions of this section are intended to comply with the Healthy Workplaces, Healthy Families Act of 2014 as to temporary and seasonal employees. All references to “employees” as used in this section shall refer to temporary and seasonal employees employed by the city.

B. Accrual. Beginning thirty (30) calendar days after commencement of employment, employees shall accrue paid sick leave at the rate of one (1) hour per every thirty (30) hours worked. Employees shall be entitled to use such sick leave beginning on the 90th day of employment. Accrued sick leave shall carry over to the following year of continuous employment except that an employee’s accrual of sick leave shall not exceed a total of forty-eight (48) hours.

C. Use. Employees can use up to a maximum of twenty-four (24) hours of sick leave within a twelve (12) month period. For purposes of this section, the twelve (12) month period is calculated on a calendar year basis. Employees are not allowed to use paid sick leave before it accrues. Employees may be granted sick leave in minimum units of one-half (½) hour for the following purposes:

1. Actual illness or injury of the employee. For any illnesses or injuries that arose out of employment (either with the city or an outside employer), the employee shall be charged with sick leave usage only to the extent that their compensation is not covered by Workers’ Compensation;

2. The employee’s exposure to a contagious disease;

3. Where the employee’s medical attention to an immediate family member, as defined in these personnel rules, is required due to the immediate family member’s illness, injury or pregnancy related medical condition;

4. Medical or dental appointments of the employee, or employee’s immediate family members;

5. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's immediate family member;

6. For an employee who is a victim of domestic violence, sexual assault, or stalking and needs to take leave for purposes described in subdivision (c) of Section 230 and subdivision (a) of Section 230.1 of the California Labor Code, as such sections may be amended.

D. Procedure to Receive Sick Leave. To qualify for paid sick leave, the employee must notify his or her supervisor prior to the start of the day’s/shift’s work. In the event sick leave is required by the employee for an unforeseen emergency during the work day or shift, department management personnel shall use reasonable discretion in the exercise of requiring

notification, and the employee shall immediately request permission for absence and use of sick leave from his or her supervisor. Emergency, as used herein, refers to a medical emergency involving the employee or immediate family members. A written certification from a health care provider shall not be required in order for an employee to receive paid sick leave, but may be required at the discretion of the department head in order to determine whether an employee is abusing sick leave.

E. Abuse of Sick Leave. Abuse of sick leave may result in dismissal. Abuse will be determined on a case-by-case basis. Sick leave abuse includes, but is not limited to, failure to abide by the provisions of these personnel rules, and use of sick leave for reasons other than those listed in these personnel rules.

F. Payment for Unused Sick Leave. Payment for unused sick leave is authorized by the city as a means of rewarding employees who have made conscientious efforts to maximize their attendance on the job. Upon separation of employment, employees shall be entitled to payment for sick leave accrued up to their date of separation but in no event shall payment exceed the maximum cap of forty-eight (48) hours. However, employees whose separation is caused by dismissal shall not be entitled to payment for unused sick leave.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 7231
File #: 0600-02

Title: Out of State Travel Request - Fire Department
Contact: Rich Harlan 746-5837 rharlan@roseville.ca.us

Meeting Date: 11/4/2015
Item #: 7.20.

RECOMMENDATION TO COUNCIL

Staff recommends Council approve out-of-state travel for Fire Engineer Kevin Cullison to attend a Federal Emergency Management Agency (FEMA) sponsored Hazmat Specialist Train-the-Trainer Course in Miami, Florida, December 7-12, 2015. This course is necessary for continued participation as a Hazmat Manager with FEMA CA Task Force 7 Urban Search and Rescue Team. Total cost to the department is approximately \$1,593. Funds for this training are available in this fiscal year's budget.

BACKGROUND

The Roseville Fire Department contributes personnel to CA Task Force 7 Urban Search and Rescue Team (USAR CATF7). This is 1 of 28 FEMA Urban Search and Rescue Teams in the country, and 1 of 8 in California. These teams have the highest level of training and equipment for locating and rescuing victims of national and international catastrophes including earthquakes, hurricanes, floods, tornados, terrorist events, and building collapses. Participation with CA TF7 has expanded the partnerships and training opportunities available to Roseville Fire, and increased the technical expertise Roseville Fire is able to offer to the citizens and businesses of Roseville on a daily basis. When the team is activated, 76 members with various technical specialties are deployed. These specialties include rescue specialists, structural engineers, doctors and medical specialists, search specialists with dog handlers, and hazardous materials specialists. Engineer Kevin Cullison with Roseville Fire is one of the managers of this team. FEMA has requested he attend the national Hazardous Materials Train-the-Trainer course in Miami, Florida, December 7-12, 2015. Training obtained in this course is taught nationally to all Urban Search and Rescue Teams, and is applicable to Roseville's Hazardous Materials Team operated by Roseville Fire.

FISCAL IMPACT

Cost to the City of Roseville will be approximately:
Personnel costs for 1 Fire Department Member \$1,593

Per Diem	\$0
Total Approximate Costs	<u>\$1,593</u>

The expense will be drawn from funds already allocated in the department and program budget.

Costs Covered by FEMA:

Tuition, Travel, Per Diem, Lodging, Release time \$ 4,985

ECONOMIC DEVELOPMENT / JOBS CREATED

N/A

ENVIRONMENTAL REVIEW

This out-of-state travel request is not considered a "project" as defined by the California Environmental Quality Act (CEQA). Consequently no CEQA action is required.

Respectfully Submitted,

Rich Harlan, Fire Battalion Chief

Brian M. Kelly, Interim Fire Chief



Rob Jensen, City Manager

ATTACHMENTS:

Description

Course Information



FEMA

US&R GENERAL MEMORANDUM – 2015-098

October 5, 2015

FOR: National Urban Search & Rescue Response System
Task Force Representatives

FROM: Dean Scott, Chief
Operations Section
Urban Search and Rescue Branch

SUBJECT: US&R General Memorandum 2015-098 – US&R Hazmat Specialist T-t-T Course Announcement

On behalf of the National Urban Search & Rescue (US&R) Response System (the System) and the US&R Hazardous Materials (Hazmat) Subgroup, we are pleased to announce that Florida Task Force Two (FL-TF2) will host the US&R Hazmat Specialist Train-the-Trainer (T-t-T) course in December 2015 in Miami, Florida.

Personnel completing the course will be permitted to teach this curriculum once they meet the instructor training and qualification requirements of the System. This will be the last offering of this course.

Each System task force should plan to send one Hazmat qualified instructor to attend the T-t-T delivery on the days indicated below. Two additional seats in the class will be offered to FL-TF2 for hosting the class, and six seats will be offered to non-System partners on a first come first serve basis. With the exception of FL-TF2, no System task force or non-System partner should register more than one person to attend this course. The maximum number of students in this class will be 36.

The online registration is open between September 16 & October 31, 2015 and personnel recommended to attend shall register through the link below with their own personal contact information. Any open seats as of Friday, October 31 will be offered to other requesting task forces on a first come first serve basis. Once the roster is established, we expect to send the proposed attendee list out to the System for review.

Training Dates: Dec 8- Dec 11, 2015 (Student expected travel dates: Dec 7 & Dec 12)

Student & Instructor Travel/ Site Setup Monday	T-t-T Delivery Tuesday	T-t-T Delivery Wednesday	T-t-T Delivery Thursday	T-t-T Teach Back Friday	Student & Instructor expected Travel Saturday
12/7/2015	12/8/2015	12/9/2015	12/10/2015	12/11/2015	12/12/2015

**US&R General Memorandum 2015-098 – US&R Hazmat Specialist T-t-T Course
Announcement**

Page 2

Course registration is available at the following link: by clicking or by copying and pasting the following link into your URL: <https://www.eventbrite.com/e/usr-hazmat-specialist-ttt-course-tickets-18483112487>. The password to access the registration site is: **usar**

If a System task force does not plan to send anyone to this class, please let Michael Kenny know as soon as possible so re-allocating that seat to another task force can be coordinated.

Details concerning the course and hotel can be found in the attached Logistics Letter. The hotel registrations site is: [Hotel Registration Link](#) or by copying and pasting the following link into your URL: <https://gc.synxis.com/rez.aspx?Hotel=28178&Chain=10494&group=28B72A>

Training will be delivered at the City of Miami Police Department located at 400 N.W 2nd Avenue, Miami, FL 33128 and is scheduled from 8:00 AM to 4:30 PM each day, except on Friday, December 11, when the class will end by 1:00 PM. Personnel may travel home on the afternoon of December 11 after the course ends, if their schedule will allow. Any airline flights on Friday should not be scheduled before 3:30 PM.

Each attending System member should coordinate all expenses with their Task Force Program and Grant Managers to ensure appropriate funds are available Cooperative Agreement. Please see the attached logistics letter for additional information on travel and lodging.

Students should bring a laptop to the class and be prepared to complete a 5-15 minute teach back on the last day.

The instructors for the class will be Hazmat Subgroup members and invited Subject Matter Experts (SME). The travel expenses for the instructors and SME's will be coordinated and reimbursed by FL-TF2.

Task Force Representatives are asked to coordinate this information as appropriate with their Task Force Hazmat and Training Managers to ensure their personnel register in a timely basis.

Any questions concerning the course should be addressed to Hazmat Subgroup member Michael Kenny Michael.Kenny@nypd.org, Hazmat Subgroup Leader Mark Hundley at: mhundley@vbgov.com, or the personnel identified on the attached Logistics Letter.

Attachment:

US&R Hazmat Specialist T-t-T Course Logistics Information

cc:

US&R Strategic Group

US&R Advisory Group

US&R Branch Staff

FEMA Regional/Federal/International ESF #9 Representatives



National Urban Search & Rescue Response System Hazmat Specialist T-t-T Course December 8 through December 11, 2015

LOGISTICS LETTER

Florida Task Force Two (FL-TF2) is pleased to host the FEMA US&R Hazmat Specialist Train-the-Trainer (T-t-T) course in Miami, Florida in December 2014. FL-TF2 personnel will work closely with you to ensure your training and stay in Miami is a positive one.

The following logistics information will assist in your preparations for attendance at this training.

- The course is scheduled for Tuesday, Dec 8 through Friday, Dec 11, 2015 at the City of Miami Police Department located at 400 N.W 2nd Avenue, Miami, FL 33128
- The class schedule is 8:00 AM to 4:30 PM each day, except Friday when the class will end at 1:00 PM
- The dress for the class is task force or agency uniform. No shorts or blue jeans are permitted
- One member per task force is permitted to attend, except FL-TF2 and they are permitted to register a total of 3 personnel. Six seats are available for SUSAR or NGB personnel on a first come first serve basis
- To be able to teach the class at the task force level, the attendee should be a qualified FEMA Response System Instructor or a Hazmat Instructor and they do or they plan to meet the training and qualification requirements of the National Response System
- **Registration for the course is mandatory at:** or <https://www.eventbrite.com/e/usr-hazmat-specialist-ttt-course-tickets-18483112487?ref=estw> **PASSWORD FOR REGISTRATION: usar** *(Any vacancies after October 31 will be offered on a first come first serve basis to other task forces or outside agencies.)*
- Travel is expected on Monday, December 7 and return to your home location either Friday afternoon, December 11, after 3:30 PM or anytime on Saturday, December 12, 2014 Rental cars are permitted and parking is free at the hotel. Parking is very limited at the training center
- Course participants are responsible for arranging their own air and/or ground transportation to Miami. The primary airport is Miami International (MIA). The Ft. Lauderdale airport (FLL) is approximately 28 miles from the hotel *(There will be no pick up or drop off service at the FLL airport)*
- The recommended hotel is The Mutiny Hotel 2951 South Bayshore Drive / Coconut Grove, FL 33133 Please make your reservations by using the web link below. If you call the hotel directly (305-285-9303) use Rate Code **FEMA /USAR TRAINING**. Reservations must be made **by November 2, 2015** to secure a government room rate of \$152.00 + tax

Hotel Registration Link:

- <https://gc.synxis.com/rez.aspx?Hotel=28178&Chain=10494&group=28B72A> The block of rooms is listed for Florida Task Force 2, Miami Fire Rescue. Guest room availability and the government rate is not guaranteed after October 30th. The hotel offers a breakfast each day for a flat rate of 10.00 per day. For additional information regarding the hotel or Coconut Grove, please visit the following website: Coconut Grove: http://en.wikipedia.org/wiki/Coconut_Grove
- **FL-TF2 will provide airport pick-up and drop-off service from MIA provided the attached Itinerary & Transportation Request Form is completed and sent in according to the instructions.**
- The hotel is approximately 7 miles from MIA and takes about 15-30 minutes depending on traffic. If not using the FL-TF2 offer of transportation; commercial shuttle service is available from MIA to the hotel by Super Shuttle for a cost of approximately \$22 each way (shared ride) or by taxi cab. <http://www.supershuttle.com/Locations/MIAAirportShuttleMiami.aspx>
- FL-TF2 will also provide van service to transport students between the hotel and the MFR training center and return each day. **The vans will depart the hotel sharply at 7:00 and 7:15 AM each morning.**
- **Please obtain an electronic copy of the US&R Operations Manual, Annex B and read it below the class. Students are required to bring a laptop to class and will be required to complete a 5-15 minute teach back at the end of the class on one of the course equipment lessons.**

If you have any questions or concerns about your trip or stay please contact any of the following FL-TF2 Staff.

Tony Prado Hazmat Manager FL-TF2 Cell: 305-898-6999; e-mail: usarhazmat@miamigov.com



South Florida Urban Search and Rescue Florida Task Force II

**IF YOU WOULD LIKE TO BE PICKED UP AT THE AIRPORT,
(MIAMI ONLY) YOU MUST COMPLETE AND SUBMIT THIS FORM
AS INDICATED BELOW AT LEAST 5 DAYS BEFORE YOUR
FLIGHT ARRIVAL**

To: Tony Prado, usarhazmat@miamigov.com

From: Michael Kenny NY-TF1

Subject: **Itinerary & Transportation Request Form**

Below is an example. Please fill in all required fields with your information:

Task Force acronym (or Agency/Division represented): FL-TF-2

Name: Tony
Prado

Number of Person(s): 1

Arriving Airport: MIA

Departing Airport: FLL

Airline: American (AA)

Flight Number: Flt.
244

Arrival Date / Time: 2100 hours – 7/28/2014

Departure Date / Time: 2100 hours – 7/31/2014

Contact number: 000-000-0000

(If you have members arriving at staggered times, send a separate form for each flight and member. Example: Flight 1019 – 2 members / Flight 244 – 1 member)

Send these forms to:

Tony

Prado usarhazmat@miamigov.com

HazMat Manager

Florida Task Force II

24 hour contact: 305-303-9993



South Florida Urban Search and Rescue Florida Task Force II

**IF YOU WOULD LIKE TO BE PICKED UP AT THE AIRPORT, YOU
MUST COMPLETE AND SUBMIT THIS FORM AS INDICATED
BELOW AT LEAST 5 DAYS BEFORE YOUR FLIGHT ARRIVAL**

To: Tony Prado, usarhazmat@miamigov.com

From: _____

Subject: **Itinerary & Transportation Request Form**

Please fill in all required fields with your information

Task Force or Agency/Division acronym: _

Name: -

Number of Person(s): -

Arriving Airport: -

Departing Airport: -

Airline: -

Flight Number: -

Arrival Date / Time: -

Departure Date / Time: -

Contact number: -

(If you have members arriving at staggered times, send a separate form for each flight and member. Example: Flight 1019 – 2 members / Flight 244 – 1 member)

Send these forms to:

Tony

Prado usarhazmat@mi

amigov.com

HazMat Manager

Florida Task Force II

24 hour contact: 305-303-9993



COUNCIL COMMUNICATION

CC #: 7242
File #: 0600-04

Title: Adjusting the Employer's Fixed Health Benefit Contribution under the Public Employees' Medical and Hospital Care Act
Contact: Lisa Achen 774-5205 lachen@roseville.ca.us

Meeting Date: 11/4/2015
Item #: 8.1.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council adopt the attached resolution for International Brotherhood of Electrical Workers (IBEW), Management/Confidential (Mgmt/Conf), Roseville Firefighters Association (RFF), Roseville Police Association (RPA), and Roseville Police Officers Association (RPOA) units authorizing monthly benefit contribution increases and acknowledging the current and future cost of those changes.

BACKGROUND

Council approved medical benefit changes for IBEW and Mgmt/Conf employees on October 19, 2013, RPA employees on November 6, 2013, RFF employees on November 20, 2013, and RPOA employees on January 8, 2014. California Government Code Section 7507 requires that employers obtain services of an actuary to prepare future annual cost impact results regarding any changes in postemployment (retiree) benefits and to make those results available at a public meeting at least two weeks prior to adoption. Future costs are disclosed in compliance with California Government Code Section 7507.

Attached is a resolution the City must submit to the California Public Employees' Retirement System (CalPERS) for the above referenced units indicating a monthly benefit contribution of \$1272. The resolution also contains acknowledgement that the City understands the current and future cost of the changes in benefits in compliance with California Government Code Section 7507. In addition to disclosing the future costs, California Government Code Section 7507 requires that an actuary be available to provide information as needed at the Council meeting in which adoption of a benefit change shall be considered. An actuary from Bartel Associates, LLC is present at this meeting.

Per CalPERS regulations, the benefit contribution changes, if approved, will be effective January 1, 2016.

FISCAL IMPACT

Bargaining Group	Increase in Monthly Benefit Contribution Per Employee/Retiree	Annual Total Cost (Employee Coverage)	Annual Total Cost (Retiree Coverage)	Annual Required Contribution	Percent Increase
IBEW	\$24	\$5,000	\$9,000	\$14,000	0.1%
Mgmt/Conf	\$24	\$7,000	\$15,000	\$22,000	0.1%
RFF	\$24	\$3,000	\$7,000	\$10,000	0.1%
RPA	\$24	\$1,000	\$2,000	\$3,000	0.1%
RPOA	\$24	\$7,000	\$9,000	\$16,000	0.1%

The actuarial valuations provided by Bartel Associates, LLC are attached for future information and clarification.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created by this action.

ENVIRONMENTAL REVIEW

Adoption of this resolution is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Lisa Achen, Human Resources Manager

Gayle Satchwell, Human Resources Director



Rob Jensen, City Manager

ATTACHMENTS:**Description**

Resolution No. 15-486

Bartel Associates LLC GASB 45 Valuation

RESOLUTION NO. 15-486

ADJUSTING THE EMPLOYER'S FIXED CONTRIBUTION UNDER SECTION 22893 OF
THE PUBLIC EMPLOYEE'S MEDICAL AND HOSPITAL CARE ACT TO BE EFFECTIVE
JANUARY 1, 2016

WHEREAS, Government Code Section 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22893(a)(1) of the Act, and

WHEREAS, the City of Roseville is a local agency contracting under the Act,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the employer's contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

<u>Code</u>	<u>Bargaining Unit</u>	<u>Contribution Per Month</u>		
		<u>Single</u>	<u>Two Party</u>	<u>Family</u>
001	Firefighters Association	\$1,272.00	\$1,272.00	\$1,272.00
003	Police Association	\$1,272.00	\$1,272.00	\$1,272.00
004	Police Officers Association	\$1,272.00	\$1,272.00	\$1,272.00
005	Management/Confidential	\$1,272.00	\$1,272.00	\$1,272.00
006	International Brotherhood of Electrical Workers	\$1,272.00	\$1,272.00	\$1,272.00

Plus Administrative Fees and Contingency Reserve Fund, but not more than 100 percent of the premium applicable to him or her, nor less than the 100 percent of the weighted average of the health benefits plan premiums for employees or annuitants enrolled for self alone plus 90 percent of the weighted average of the additional premiums required for enrollment of family members in the four health benefits plans that have the largest number of enrollments.

BE IT FURTHER RESOLVED that the City of Roseville has fully complied with any and all applicable provisions of the Government Code Section 7507 in electing the benefits set forth above.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

City of Roseville
June 30, 2013 GASB 45 Valuation
(Amounts in 000's)

IBEW			Mgmt/Conf			RFF		
\$1,248	\$1,272		\$1,248	\$1,272		\$1,248	\$1,272	
Cap in	Cap in		Cap in	Cap in		Cap in	Cap in	
2016	2016	Increase	2016	2016	Increase	2016	2016	Increase

Funded Status (June 30, 2013)

■ **PVB**

• Actives	\$ 18,693	\$ 18,801	\$ 108	\$ 29,548	\$ 29,739	\$ 191	\$ 15,080	\$ 15,160	\$ 80
• Retirees	<u>11,988</u>	<u>12,052</u>	<u>64</u>	<u>27,243</u>	<u>27,350</u>	<u>107</u>	<u>8,950</u>	<u>8,999</u>	<u>49</u>
• Total	30,681	30,853	172	56,791	57,089	298	24,030	24,159	129

■ **AAL**

• Actives	12,148	12,233	85	21,108	21,260	152	7,938	7,997	59
• Retirees	<u>11,988</u>	<u>12,052</u>	<u>64</u>	<u>27,243</u>	<u>27,350</u>	<u>107</u>	<u>8,950</u>	<u>8,999</u>	<u>49</u>
• Total	24,136	24,285	149	48,351	48,610	259	16,888	16,996	108

■ Assets	<u>5,499</u>	<u>5,499</u>	=	<u>10,997</u>	<u>10,997</u>	=	<u>3,849</u>	<u>3,849</u>	=
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■ UAAL	18,637	18,786	149	37,354	37,613	259	13,039	13,147	108
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ARC (2014/15)

■ **ARC - \$**

• Normal cost	\$ 910	\$ 915	\$ 5	\$ 1,270	\$ 1,277	\$ 7	\$ 750	\$ 753	\$ 3
• UAL Amort	<u>1,114</u>	<u>1,123</u>	<u>9</u>	<u>2,233</u>	<u>2,248</u>	<u>15</u>	<u>779</u>	<u>786</u>	<u>7</u>
• Total ARC	2,025	2,038	13	3,503	3,525	22	1,529	1,539	10

■ Total Payroll	13,412	13,412	13,412	23,395	23,395	23,395	11,618	11,618	11,618
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■ **ARC - %**

• Normal cost	6.8%	6.8%	0.0%	5.4%	5.5%	0.0%	6.5%	6.5%	0.0%
• UAL Amort	<u>8.3%</u>	<u>8.4%</u>	<u>0.1%</u>	<u>9.5%</u>	<u>9.6%</u>	<u>0.1%</u>	<u>6.7%</u>	<u>6.8%</u>	<u>0.1%</u>
• Total ARC	15.1%	15.2%	0.1%	15.0%	15.1%	0.1%	13.2%	13.2%	0.1%

City of Roseville
June 30, 2013 GASB 45 Valuation
(Amounts in 000's)

RPA			RPOA			Total		
\$1,248	\$1,272		\$1,248	\$1,272		\$1,248	\$1,272	
Cap in	Cap in		Cap in	Cap in		Cap in	Cap in	
2016	2016	Increase	2016	2016	Increase	2016	2016	Increase

Funded Status (June 30, 2013)

■ **PVB**

• Actives	\$ 6,689	\$ 6,719	\$ 30	\$ 16,322	\$ 16,445	\$ 123	\$ 86,332	\$ 86,864	\$ 532
• Retirees	<u>4,165</u>	<u>4,180</u>	<u>15</u>	<u>13,308</u>	<u>13,396</u>	<u>88</u>	<u>65,654</u>	<u>65,977</u>	<u>323</u>
• Total	10,854	10,899	45	29,630	29,841	211	151,986	152,841	855

■ **AAL**

• Actives	4,115	4,136	21	7,614	7,683	69	52,923	53,309	386
• Retirees	<u>4,165</u>	<u>4,180</u>	<u>15</u>	<u>13,308</u>	<u>13,396</u>	<u>88</u>	<u>65,654</u>	<u>65,977</u>	<u>323</u>
• Total	8,280	8,316	36	20,922	21,079	157	118,577	119,286	709

■ Assets	<u>1,880</u>	<u>1,880</u>	=	<u>4,780</u>	<u>4,780</u>	=	<u>27,005</u>	<u>27,005</u>	=
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■ UAAL	6,400	6,436	36	16,142	16,299	157	91,572	92,281	709
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ARC (2014/15)

■ **ARC - \$**

• Normal cost	\$ 309	\$ 310	\$ 1	\$ 976	\$ 983	\$ 7	\$ 4,215	\$ 4,238	\$ 23
• UAL Amort	<u>383</u>	<u>385</u>	<u>2</u>	<u>965</u>	<u>974</u>	<u>9</u>	<u>5,474</u>	<u>5,516</u>	<u>42</u>
• Total ARC	692	695	3	1,941	1,957	16	9,690	9,754	64

■ Total Payroll	3,846	3,846	3,846	10,623	10,623	10,623	62,894	62,894	62,894
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■ **ARC - %**

• Normal cost	8.0%	8.1%	0.0%	9.2%	9.3%	0.1%	6.7%	6.7%	0.0%
• UAL Amort	<u>9.9%</u>	<u>10.0%</u>	<u>0.1%</u>	<u>9.1%</u>	<u>9.2%</u>	<u>0.1%</u>	<u>8.7%</u>	<u>8.8%</u>	<u>0.1%</u>
• Total ARC	18.0%	18.1%	0.1%	18.3%	18.4%	0.2%	15.4%	15.5%	0.1%



COUNCIL COMMUNICATION

CC #: 7238
File #: 0800-03

Title: Roseville Electric Utility 2015 Rate Case
Contact: Philip McAvoy 774-5689 pmcavoy@roseville.ca.us

Meeting Date: 11/4/2015
Item #: 9.1.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt an ordinance approving the Roseville Electric Utility 2015 Rate Case amendments to the Municipal Code as explained below and shown in Attachment A to this Council Communication, effective January 2016 and January 2017. The proposed amendments are revenue neutral for the utility.

BACKGROUND

Every two years, Roseville Electric Utility (RE) prepares a formal electric rate case and recommends rate adjustments, if necessary, to ensure sufficient revenue and to align revenues with costs. The last rate case was prepared in 2013 and included several recommendations that were approved by City Council. The 2013 changes included a 2% rate increase effective January 2014, a second 2% rate increase effective January 2015 and several structural adjustments. The structural adjustments included an increase in monthly fixed charges and a reduction in the consumption based electricity charges to better align revenues with costs.

The 2015 rate case and study concludes that total revenues are sufficient to cover expected costs for 2016 and 2017, and therefore, no overall revenue increase is necessary. However, structural rate changes are recommended to continue to better align revenues with costs. A large portion of the electric utility's costs are fixed and do not vary with the amount of electricity that customers use. Fixed costs include costs of building and maintaining overhead and underground lines and substations. The bulk of the revenue collected, however, is dependent on the amount of electricity used. To better align revenues with costs, staff recommends structural changes that continue to increase monthly fixed customer charges and decrease electricity consumption charges, consistent with the changes adopted in the 2013 rate case.

All proposed rate changes result in rates that more closely reflect the cost of providing electricity services to customers. The 2015 rate case includes the following proposed changes to be effective January 2016:

- Decrease electricity charges that are consumption based

- Increase the monthly residential and small business customer fixed charge by four dollars
- Eliminate the residential third tier electricity charge
- Increase demand charges for business customers
- Decrease the renewable energy charge to reflect lower renewable costs
- Update the standby service charge to better reflect the cost of providing standby service
- Shorten the large business customer super-peak time-of-use period from four hours to three hours (4pm to 7pm) to better reflect RE's system peak
- Create an electric vehicle charging rate for City-owned charging stations at \$0.30 per kWh

The following changes are proposed to be effective January 2017:

- Decrease electricity charges that are consumption based
- Increase the monthly residential and small business customer fixed charge by four dollars
- Increase demand charges for business customers

A summary of the individual rate changes are shown in Attachment B to this Council Communication. Municipal Code edits are shown in Attachment A.

PUBLIC OUTREACH AND INPUT

The 2015 Rate Case process included substantial public outreach including meetings with community and neighborhood groups, large business customers, business groups and the Roseville Chamber of Commerce. Staff also held two public workshops, which included presenting the proposed rate changes and answering customers' questions. Information was also provided on the City's website, and various media outlets such as the Roseville Press Tribune, Nextdoor, and Facebook. Residential and business webinars on the rate changes were also recorded and made available to customers on the City's website.

Customers reacted positively to the outreach efforts. Business customers especially appreciated the personal visits to their offices and customized bill impact discussions.

Staff presented the recommendations to the Roseville Public Utilities Commission in September. The Commission unanimously voted to recommend the proposed rate changes to the City Council.

Overall there were no major concerns about the 2015 Rate Case recommendations.

FISCAL IMPACT

The proposed rate changes do not result in increased revenue or costs for the utility. The proposed changes more closely align the rate structure and revenue collected from customers with the costs of operating the utility, while maintaining financial strength and stability consistent with City Council priorities.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The Roseville Electric Utility 2015 Rate Case is not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Philip McAvoy, Finance and Administration Manager

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Rate Ordinance - First Reading

Attach B: Rates handout

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS
14.24.021, 14.24.040, 14.24.050, 14.24.051, 14.24.052 AND 14.24.055 OF CHAPTER 14.24
OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING
ROSEVILLE ELECTRIC RATES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 14.24.021 of Chapter 14.24 of Title 14 of the Roseville Municipal
Code is hereby amended to read as follows:

14.24.021 Time of use seasons, days, hours, holidays.

Time of use billing seasons and daily periods are defined as follows:

Winter (Bills with meter read dates October through May)	
Off Peak	10:00 p.m. to 7:00 a.m. Monday through Friday (except holidays) and all day Saturday, Sunday, and holidays
On Peak	7:00 a.m. to 34 :00 p.m. and 7:00 p.m. to 10:00 p.m. Monday through Friday (except holidays)

Super Peak	34 :00 p.m. to 7:00 p.m. Monday through Friday (except holidays) when the winter super peak rate is identical to the winter on peak rate
Summer (Bills with meter read dates June through September)	
Off Peak	10:00 p.m. to 7:00 a.m. Monday through Friday (except holidays) and all day Saturday, Sunday and holidays
On Peak	7:00 a.m. to 34 :00 p.m. and 7:00 p.m. to 10:00 p.m. Monday through Friday (except holidays)
Super Peak	34 :00 p.m. to 7:00 p.m. Monday through Friday (except holidays)

Holidays are defined as New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

SECTION 2. Section 14.24.040 of Chapter 14.24 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.24.040 Residential rates.

A. Effective ~~July~~ January 1, ~~2013~~2016, the residential rate applied to service within a monthly billing period and charged to residential customers shall be as follows:

1. For each residential customer meter:

a. Basic service charge: a basic service charge of ~~\$14~~22.00 per meter, per billing month.

b. Energy charge applied to electricity consumption in kWh in accordance with the following tiers:

i. Tier 1—Up to 500 kWh: ~~\$0.1043~~ 0982 per kWh;

ii. Tier 2—~~501 kWh to 1,000~~ Greater than 500 kWh: ~~\$0.1503~~ 1497 per kWh;

~~iii. Tier 3—Greater than 1,000 kWh: \$0.1700 per kWh.~~

c. California renewable energy requirement surcharge: ~~\$0.0067~~ 0056 per kWh.

d. California greenhouse gas emission reduction requirement surcharge: \$0.0002 per kWh.

e. Hydroelectric adjustment: the annually adjusted charge or credit on residential billings that will be applied from July 1st to June 30th each fiscal year, as provided in Section 14.24.052.

B. Effective ~~July~~ January 1, ~~2014~~2017, the residential rate applied to service within a monthly billing period and charged to residential customers shall be as follows:

1. For each residential customer meter:
 - a. Basic service charge: a basic service charge of ~~\$18~~26.00 per meter, per billing month.
 - b. Energy charge applied to electricity consumption in kWh:
 - i. Tier 1—Up to 500 kWh: ~~\$0.10~~24~~09~~31 per kWh;
 - ii. Tier 2—~~501 kWh to 1,000~~Greater than 500 kWh: ~~\$0.14~~76~~14~~35 per kWh;
 - ~~iii. Tier 3—Greater than 1,000 kWh: \$0.1672 per kWh.~~
 - c. California renewable energy requirement surcharge: ~~\$0.00~~67~~00~~56 per kWh.
 - d. California greenhouse gas emission reduction requirement surcharge: \$0.0002 per kWh.
 - e. Hydroelectric adjustment: the annually adjusted charge or credit on residential billings that will be applied from July 1st to June 30th each fiscal year, as provided in Section 14.24.052.

SECTION 3. Section 14.24.050 of Chapter 14.24 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.24.050 General service rates.

A. Effective ~~July~~ January 1, ~~2013~~2016, the general service rates applied to service within a monthly billing period and charged to general service customers shall be as follows:

1. Small General Service (GS-1) Rate. The GS-1 monthly rates on monthly billings will be as follows:

Basic Service Charge	\$22 <u>33</u> .00 per meter, per month
Energy Charge	
Winter	\$0.1067 <u>1014</u> per kWh
Summer	\$0.1233 <u>1178</u> per kWh
California Renewable Energy Requirement Surcharge	\$0.0067 <u>0056</u> per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	\$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on

	billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052
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2. Medium General Service (GS-2) Rate. The GS-~~1~~2 monthly rates on monthly billings will be as follows:

Basic Service Charge	\$5970 .00 per meter, per month
Demand Charge	\$4.555 .39 per kW
Energy Charge	
Winter	\$0.1039-1048 per kWh
Summer	\$0.1249-1257 per kWh
California Renewable Energy Requirement Surcharge	\$0.0067-0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	\$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052

3. Large General Service (GS-3) Rate. TOU rates are mandatory for all customers receiving service in the GS-3 rate classification. Customers not having the necessary equipment to meter consumption on a TOU basis will be charged at the GS-2 rate until the necessary equipment is installed. Customers with facilities where the necessary TOU equipment is infeasible or impractical to employ, as determined by Roseville Electric, will be billed at the GS-2 rate. Discounts for primary services are provided pursuant to Section 14.24.050(D).

The GS-3 monthly rates on monthly billings will be as follows:

Basic Service Charge	\$441 <u>544</u> .00 per meter, per month
Demand Charge	
Winter	\$3.33 <u>4.99</u> per kW
Summer	\$11.49 <u>11.62</u> per kW
Energy Charge	
Winter	
Off Peak	\$0.0686 <u>0.0698</u> per kWh
On Peak	\$0.0896 <u>0.0912</u> per kWh
Super Peak	\$0.0896 <u>0.0912</u> per kWh
Summer	
Off Peak	\$0.0896 <u>0.0912</u> per kWh
On Peak	\$0.1106 <u>1.125</u> per kWh
Super Peak	\$0.1418 <u>1.443</u> per kWh

California Renewable Energy Requirement Surcharge	\$0. 0067 <u>0056</u> per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	\$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052

4. Very Large General Service (GS-4) Rate. TOU rates are mandatory for all customers receiving service in the GS-4 rate classification. Discounts for primary services are defined in Section 14.24.050(D).

The GS-4 TOU monthly rates on monthly billings will be as follows:

Basic Service Charge	\$523638 .00 per meter, per month
Demand Charge	
Winter	\$3.234.99 per kW
Summer	\$11.1240 per kW
Energy Charge	
Winter	
Off Peak	\$0.06720689 per kWh
On Peak	\$0.08650881 per kWh
Super Peak	\$0.08650881 per kWh
Summer	
Off Peak	\$0.08820899 per kWh
On Peak	\$0.10751091 per kWh
Super Peak	\$0.13751428 per kWh
California Renewable Energy Requirement Surcharge	\$0.00670056 per kWh
California Greenhouse Gas Emission Reduction	\$0.0002 per kWh

Requirement Surcharge	
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052

B. Effective ~~July~~ January 1, ~~2014~~2017, the general service rates applied to service within a monthly billing period and charged to general service customers shall be as follows:

1. Small General Services (GS-1) Rate. The GS-1 monthly rates on monthly billings will be as follows:

Basic Service Charge	\$28 <u>38</u> .00 per meter, per month
Energy Charge	
Winter	\$0. 1044 <u>0974</u> per kWh
Summer	\$0. 1213 <u>1131</u> per kWh

California Renewable Energy Requirement Surcharge	\$0. 0067 <u>0056</u> per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	\$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052

2. Medium General Services (GS-2) Rate. The GS-~~1~~2 monthly rates on monthly billings will be as follows:

Basic Service Charge	\$76 <u>65</u> .00 per meter, per month
Demand Charge	\$4.62 <u>6.16</u> per kW
Energy Charge	
Winter	\$0.1057 <u>1028</u> per kWh
Summer	\$0.1267 <u>1235</u> per kWh
California Renewable Energy Requirement Surcharge	\$0.0067 <u>0056</u> per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	\$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052

3. Large General Service (GS-3) Rate. TOU rates are mandatory for all customers receiving service in the GS-3 rate classification. Customers not having the necessary equipment to meter consumption on a TOU basis will be charged at the GS-2 rate until the necessary equipment is installed. Customers with facilities where the necessary TOU equipment is infeasible or impractical to employ, as determined by Roseville Electric, will be billed at the GS-2 rate. Discounts for primary services are provided pursuant to Section 14.24.050(D).

The GS-3 monthly rates on monthly billings will be as follows:

Basic Service Charge	\$567 <u>521</u> .00 per meter, per month
Demand Charge	
Winter	\$3.38 <u>6.60</u> per kW
Summer	\$11. 66 <u>57</u> per kW
Energy Charge	
Winter	
Off Peak	\$0. 0698 <u>0682</u> per kWh
On Peak	\$0. 0912 <u>0890</u> per kWh
Super Peak	\$0. 0912 <u>0890</u> per kWh
Summer	
Off Peak	\$0. 0912 <u>0890</u> per kWh
On Peak	\$0. 1125 <u>1098</u> per kWh

Super Peak	\$0. 1443 <u>1408</u> per kWh
California Renewable Energy Requirement Surcharge	\$0. 0067 <u>0056</u> per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	\$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052

4. Very Large General Service (GS-4) Rate. TOU rates are mandatory for all customers receiving service in the GS-4 rate classification. Discounts for primary services are defined in Section 14.24.050(D).

The GS-4 TOU monthly rates on monthly billings will be as follows:

Basic Service Charge	\$684 <u>591</u> .00 per meter, per month
Demand Charge	
Winter	\$3.28 <u>6.71</u> per kW
Summer	\$11.29 <u>51</u> per kW
Energy Charge	
Winter	
Off Peak	\$0.0689 <u>0674</u> per kWh
On Peak	\$0.0881 <u>0862</u> per kWh
Super Peak	\$0.0881 <u>0862</u> per kWh
Summer	
Off Peak	\$0.0899 <u>0879</u> per kWh
On Peak	\$0.1091 <u>1067</u> per kWh
Super Peak	\$0.1428 <u>1397</u> per kWh
California Renewable Energy Requirement Surcharge	\$0.0067 <u>0056</u> per kWh
California Greenhouse Gas Emission Reduction	\$0.0002 per kWh

Requirement	
Surcharge	
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052

C. Aggregation of Demand. Accounts with multiple GS-3 service, or a combination of GS-3 and GS-4 service, that combine to exceed 1,000 kW of billed demand in any six months of the prior calendar year, will receive a discount of \$0.003 per kWh on the GS-3 service total monthly billed energy.

D. Primary Service. Service provided at 12,000 volts or higher under delivery arrangements approved by Roseville Electric shall receive a discount of two percent of the energy and demand charges.

E. Contract Rates. The city reserves the right to negotiate and provide, by contract, service at rates other than those specified in the municipal code.

F. Standby Service Rate.

1. Applicability. This service is applicable to any general service customer who utilizes, in whole or in part, generating facilities, as defined in Roseville Electric Rule 21 standards for interconnection, other than solar, wind or solar/wind hybrid customer-owned generating facilities, to supply all or part of such customer's power requirements, and where:

a. Based upon the manufacturer's nameplate rating the generating facilities do not exceed 100 percent of their projected demand as determined by Roseville Electric.

b. Pursuant to Rule 21 standards for interconnection, generating facilities are connected to the city's electrical distribution system. The customer shall not operate such customer-owned generating facilities in parallel with the city's electrical system unless otherwise approved in advance by Roseville Electric.

An interconnection agreement between the city and customer is required for service under this rate, when the customer-owned generating facilities are interconnected with the city's electrical system.

2. ~~Rates-Effective January 1, 2016~~ The standby service charge (\$/kW of "rated capacity" per month) shall be as follows:

<u>Secondary voltage</u>	<u>\$4.99</u>
<u>Primary voltage</u>	<u>\$4.89</u>

3. Effective January 1, 2017 the standby service charge (\$/kW of "rated capacity" per month) shall be as follows

<u>Secondary voltage</u>	<u>\$6.71</u>
<u>Primary voltage</u>	<u>\$6.58</u>

~~Secondary voltage: \$5.07;~~

~~Primary voltage: \$3.35.V.~~

“Rated capacity” is a fixed kilowatts value determined by the manufacturer’s rating of the generator unit. In addition to the auxiliary or standby service rate, the city will continue to bill for all applicable charges under the appropriate rate schedule, including, but not limited to, basic service, energy and demand charges.

G. Demand/kWh Criteria. Service provided under general service rates shall be periodically evaluated for compliance with rate classification monthly demand and/or kWh criteria. If the monthly demand and/or kWh criteria are not satisfied, the service may be transferred to the appropriate general service rate effective with the next available billing cycle. Exceptions are at the discretion of Roseville Electric or by a customized customer contract (if applicable). Compliance with monthly demand/kWh criteria shall be determined in accordance with Section 14.24.020 rate classification.

H. Advanced Metering Service Charge. The advanced metering service charge is required for all GS-2 customers who have access to the city’s online energy profiler system. GS-2 service whose maximum demand is equal to or greater than 250 kW in two or more summer months (as defined in Section 14.24.021) in the prior calendar year will receive a special load profile meter, and the ability to remotely access usage data. Customers with facilities where the necessary metering equipment is infeasible or impractical to employ, as determined by Roseville

Electric, will be exempted from this charge. The city will charge a monthly service fee of \$42.00 to cover maintenance, software support and related expenses.

SECTION 4. Section 14.24.051 of Chapter 14.24 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.24.051 Customer-owned solar and wind electric generation rates.

Net Metering Rate. For solar, wind, and/or solar/wind hybrid electric generation located on the premises of the end user customer-generator, where the customer-generator's own electricity demand is located, interconnected behind the electric meter of record:

A. Net metering is available for solar, wind, and/or solar/wind hybrid electric generation systems, where the generating system meets no more than 100 percent of the customer-generator's annual energy (kWh) usage but is less than or equal to 1,000 kW, as defined in Roseville Electric Rule 21 standards for interconnection.

B. The solar and/or wind electric generating system must operate in parallel with the city's electric utility system, and intended to offset part of but no more than 100 percent of the customer-generator's meter of record total annual kilowatt-hour electric load.

C. All eligible customer-generators receiving service under net metering rates shall pay all applicable electric monthly basic service charges and other charges identified by state law and/or city ordinance as a mandatory charge according to the terms and conditions of the rate which the customer-generator would be assigned to, or be eligible for, if the customer-generator was not an eligible customer-generator over a normal billing cycle.

D. The net metering solar, wind, and/or solar/wind hybrid electric generation rate on billings shall be as follows:

1. For all net metering customer-generators, any net surplus kilowatt-hours generated during the previous billing cycle shall be carried over to the following billing period as a monetary value, calculated according to the customer-generator's applicable rate based energy charge. Net credit values will be absorbed by future energy charges or will appear as a net dollar based surplus energy value at the end of the customer-generator's annual period.

2. For eligible NM-1 customer-generators who are net generators at the end of their annual period, the net energy surplus compensation rate shall be applied to any net surplus kWh remaining.

a. Eligible customer-generators will receive compensation for the annual surplus as a credit applied toward the next annual period, unless the customer elects to receive surplus compensation by check.

3. For all other net metering customer-generators, any monetary credits associated with net annual energy surplus generation at the end of the customer-generator's annual period shall have no value.

4. All net metering customer generators will receive annualized billing, with any monthly credits valued at the applicable tariff energy value.

5. For energy payments due within any monthly billing period where an amount, or net amount, is due for energy consumption:

a. NM-1 Net Metering Rate with Surplus. The customer-generator has the option to pay any amount due for net energy consumption, or defer payment for net energy consumption until the end of the annual period, or cessation of city provided electric service.

b. All Other Net Metering Customers. The customer-generator must pay any amount due for net energy consumption upon receipt of the monthly bill.

6. Net Metering Rate with Surplus (NM-1). The NM-1 rate applies to residential customer-generators and small non-residential customer-generators with a maximum yearly demand (kW) of 10kW or less. Annual net surplus kWh for these eligible customer-generators shall be valued using the net surplus energy compensation rate. Effective on electric service utility billings generated on or after:

a. ~~July-January~~ 1, 201~~63~~, the net surplus energy compensation rate shall be \$0.~~1043~~
0982 per kWh energy charge.

b. ~~July-January~~ 1, ~~2014~~2017, the net surplus energy compensation rate shall be \$0.~~1024~~0931 per kWh energy charge.

E. The customer must comply with conditions and terms set forth by the city and Roseville Electric Rule 21 requirements for safe and efficient interconnection with the city's electrical system.

SECTION 5. Section 14.24.052 of Chapter 14.24 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.24.052 Hydroelectric adjustment.

A. Effective on billings as of July 1, 2009, a hydroelectric adjustment will be implemented for all residential and general service electric billings.

1. Purpose. The hydroelectric adjustment is calculated annually, effective July 1st through June 30th of each year, and is based on the cost impacts associated with varying precipitation levels and related hydroelectric energy supplies.

2. Definitions.

a. “Actual precipitation” means precipitation measurements taken at NS8 for the months of July through April each year, plus the average precipitation for the months of May and June based on 1956-2005 measurement records.

b. “Annual budgeted retail energy” means the forecasted sale of energy at retail in kilowatt-hours for the period July through June.

c. “Annual budgeted retail revenue” means the forecasted revenue to be received for energy sold at retail for the period July through June.

d. “Annual expected energy from average precipitation” means 222 gigawatt hours.

e. “Annual forward market price” means the estimated relevant future energy price for electricity delivered to North Path 15 (electricity market hub for Roseville electricity purchases). If North Path 15 is no longer available, a suitable replacement will be used as determined by Roseville Electric.

f. “Average precipitation” means 52 inches, based on measurement statistics from the Northern Sierra 8 Station Index (NS8) from 1956-2005, July through June.

g. “Hydroelectric energy generated per inch of precipitation” means 4.27 gigawatt hours.

h. “Rate stabilization fund” means the fund established in accordance with Roseville Electric financial policies and adopted by the city council for the purpose of providing financial reserves to respond to the effects of major economic contingencies.

3. Calculation. The calculated hydroelectric adjustment will be determined by the following method, no later than June 30th of each year:

a. $\text{Average precipitation minus actual precipitation} = \text{precipitation variance.}$

b. $\text{Precipitation variance times hydroelectric energy generated per inch of precipitation} = \text{energy variance.}$

c. $\text{Energy variance times annual forward market price} = \text{budget impact.}$

d. $\text{Budget impact divided by annual budgeted retail revenue} = \text{calculated hydroelectric adjustment percentage.}$

Total service charges to customers for a monthly billing period will be increased or decreased by the calculated hydroelectric adjustment percentage.

If the calculated hydroelectric adjustment is a positive number, i.e., due to lower than average precipitation, a hydroelectric adjustment charge, not to exceed five percent will be implemented.

If the calculated hydroelectric adjustment is a negative number, i.e., due to higher than average precipitation, and the rate stabilization fund balance is estimated to remain above the maximum policy level for the following 12 months, a hydroelectric adjustment credit, not to exceed five percent, will be implemented.

SECTION 6. Section 14.24.055 of Chapter 14.24 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.24.055 Outdoor, street lighting ~~and, traffic signal rates,~~ and electric vehicle charging rates.

A. Outdoor Lighting Rate. All unmetered service including outdoor lighting service, will be charged in accordance with engineering determinations made by Roseville Electric. Service furnished under this rate may be discontinued at any location where the city's overhead facilities are relocated, converted to underground, or the space on the pole utilized by the light is needed by the city for other facilities.

B. Street Lighting Rate. Consumption on city-owned streetlights is not metered. The base charge is set using estimated consumption. For the city-owned street lighting account, the monthly billing will be as follows:

1. Base Charge.
 - a. Effective July 1, 2013, a charge of \$16,858.02 per month.
 - b. Effective July 1, 2014, a charge of \$17,195.18 per month.

C. Traffic Signal Rate. For all city-owned traffic signal electric service, the monthly billing will be as follows:

1. Effective ~~July-January~~ 1, ~~2013~~2016.

Customer Charge	\$33.74 per meter, per month
Energy Charge	\$0. 0321 <u>0332</u> per kWh
California Renewable Energy Requirement Surcharge	\$0. 0067 <u>0056</u> per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	\$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal

	year, as prescribed in Section 14.24.052
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~~2. Effective July 1, 2014.~~

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Customer Charge	\$47.24 per meter, per month
Energy Charge	\$0.0116 per kWh
California Renewable Energy Requirement Surcharge	\$0.0067 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	\$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to

	June 30th each fiscal year, as prescribed in Section 14.24.052
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D. City-Owned Electric Vehicle Charging. Rate. For city-owned electric vehicle charging stations, the rate will be \$0.30 per kWh.

ED. All rates in subsection A will increase or decrease at the same percentage as the percentage change applied to the rates for the GS-1 rate classification.

SECTION 7. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption or on January 1, 2016, whichever occurs later.

SECTION 8. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Attachment B

2015 Electric Rate Recommendations

<i>Residential</i>				Proposed	
Current Rates				2016	2017
Monthly Customer Charge:		\$18.00		\$22.00	\$26.00
Energy Charge (\$/kWh):	Tier 1	500	0.1024	0.0982	0.0931
	Tier 2	1000	0.1476	0.1497	0.1435
	Tier 3	>1000	0.1672	n/a	n/a
Renewable (\$/kWh):			0.0067	0.0056	0.0056
Greenhouse (\$/kWh):			0.0002	0.0002	0.0002

<i>Small Business - GS1</i>				Proposed	
Current Rates				2016	2017
Monthly Customer Charge:		\$28.00		\$33.00	\$38.00
Summer (\$/kWh):			0.1213	0.1178	0.1131
Winter (\$/kWh):			0.1044	0.1014	0.0974
Renewable (\$/kWh):			0.0067	0.0056	0.0056
Greenhouse (\$/kWh):			0.0002	0.0002	0.0002

<i>Medium Business - GS2</i>				Proposed	
Current Rates				2016	2017
Monthly Customer Charge:		\$76.00		\$70.00	\$65.00
Summer (\$/kWh):			0.1267	0.1257	0.1235
Winter (\$/kWh):			0.1057	0.1048	0.1028
Renewable (\$/kWh):			0.0067	0.0056	0.0056
Greenhouse (\$/kWh):			0.0002	0.0002	0.0002
Demand (\$/kW):			4.62	5.39	6.16

Large Business - GS3				Proposed	
Current Rates				2016	2017
	Monthly Customer Charge:	\$567.00		\$544.00	\$521.00
	Summer				
	Off (\$/kWh):	0.0912		0.0912	0.0890
	On (\$/kWh):	0.1125		0.1125	0.1098
	Super (\$/kWh):	0.1443		0.1443	0.1408
	Demand (\$/kW):	11.66		11.62	11.57
	Winter				
	Off (\$/kWh):	0.0698		0.0698	0.0682
	On (\$/kWh):	0.0912		0.0912	0.0890
	Super (\$/kWh):	0.0912		0.0912	0.0890
	Demand (\$/kW):	3.38		4.99	6.60
	Renewable (\$/kWh):	0.0067		0.0056	0.0056
	Greenhouse (\$/kWh):	0.0002		0.0002	0.0002

Industrial - GS4				Proposed	
Current Rates				2016	2017
	Monthly Customer Charge:	\$684.00		\$638.00	\$591.00
	Summer				
	Off (\$/kWh):	0.0899		0.0899	0.0879
	On (\$/kWh):	0.1091		0.1091	0.1067
	Super (\$/kWh):	0.1428		0.1428	0.1397
	Demand (\$/kW):	11.29		11.40	11.51
	Winter				
	Off (\$/kWh):	0.0689		0.0689	0.0674
	On (\$/kWh):	0.0881		0.0881	0.0862
	Super (\$/kWh):	0.0881		0.0881	0.0862
	Demand (\$/kW):	3.28		4.99	6.71
	Renewable (\$/kWh):	0.0067		0.0056	0.0056
	Greenhouse (\$/kWh):	0.0002		0.0002	0.0002

City Owned Electric Vehicle Charging			Proposed	
Current Rates			2016	2017
	Energy Charge (\$/kWh):	n/a	0.3000	0.3000

Standby Service			Proposed	
Current Rates			2016	2017
	Secondary Voltage (\$/kW):	5.07	4.99	6.71
	Primary Voltage (\$/kW):	3.35	4.89	6.57

10/15/2015