

AGENDA

August 1, 2018

CITY COUNCIL MEETING
7:00 p.m.
City Council Chambers
311 Vernon Street
Roseville, California

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

All items on the agenda are open to public comment and addressed to the chair of the meeting.

- **Public Comment** - Speakers have three minutes under Public Comment to speak on issues that are not listed on the agenda and are within the City's jurisdiction. The Brown Act does not permit any action or discussion on items not listed on the agenda.

- **Consent Calendar** - The Consent Calendar consists of routine items that will be approved by one motion. Any person can remove an item from the Consent Calendar to be discussed separately.

- **Agenda Items** - Speakers have five minutes to address items that are listed on the agenda.

- **Americans with Disabilities Act** - Notify the City Clerk at least 48 hours in advance if special assistance is required to participate in a meeting including the need of auxiliary aids or services.

- **Audio/Visual Presentations** - If making an audio/visual presentation regarding an agenda item, presentation materials must be submitted to the City Clerk at least 48 hours in advance. Call (916) 774-5397 with questions.

Roseville City Clerk 311 Vernon Street, Roseville, CA 916-774-5200 TDD 916-774-5220

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**



4. MEETING PROCEDURES

5. PRESENTATIONS

5.1. Resolution Honoring John Michael Byouk

John Byouk be honored as an incredible public servant who served on the City Council from April 10, 1984 to November 18, 1991.

CONTACT: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

6. PUBLIC COMMENTS

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Minutes

7.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending City Council approve the Minutes of June 26, 2018 City Council Closed Session, July 3, 2018 City Council Closed Session, and July 11, 2018 City Council meeting.

CC #: 9412

File #: 0102-03

CONTACT: Sonia Orozco 916-774-5263 sorozco@roseville.ca.us

Bids / Purchases / Services

7.2. Electric Compliance Consulting - Service Agreement Amendment

Memo from Electric Compliance Analyst Julie Manfredi and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-322 APPROVING AMENDMENT NO. 3 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND NAVIGANT CONSULTING, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1403212). This item requests approval to expand the scope of services to the existing service agreement with Navigant Consulting, Inc. for Roseville Electric compliance obligations. Total cost of the amendment is \$100,000.00. Funds are available in the Electric budget for FY2018-19.

CC #: 9430

File #: 0800-03

CONTACT: Julie Manfredi 916-774-5674 jmanfredi@roseville.ca.us

7.3. Refrigerator Replacement and Recycling - Service Agreement

Memo from Sr. Energy Services Account Representative Mark Riffey and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-319 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ARCA RECYCLING, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON

BEHALF OF THE CITY OF ROSEVILLE (S1909040). ARCA Recycling, Inc. will administer the Refrigerator Replacement and Recycling Program. The total contract value of the agreement with ARCA Recycling, Inc., is not to exceed \$500,000.00. Funding is available in the Electric Operations Fund.

CC #: 9427

File #: 0800-03

CONTACT: Mark A. Riffey 916-746-1667 mriffey@roseville.ca.us

7.4. Shadowbrook Lift Station and Force Main Phase 2 - Award of Construction Contract and Professional Services Agreement

Memo from Assistant Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-332 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SWAN ENGINEERING INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-333 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WATER WORKS ENGINEERS, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. A construction agreement will be awarded to Swan Engineering, Inc. and the Professional Services Agreement with Water Works Engineers, LLC is for construction management and inspection services for Phase 2 of the Shadowbrook Lift Station and Force Main Project. Cost for the construction agreement, including a 10% contingency, plus the professional services agreement, is \$347,495.00. Funding for this project is from the Wastewater Rehabilitation Fund.

CC #: 9438

File #: 0900-02

CONTACT: Jonathan Cummings 916-774-5566 [jcummings@roseville.ca.us](mailto:jcumings@roseville.ca.us)

7.5. Print Management Solution - Service Agreement

Memo from Client Services Supervisor Traci Bringgold and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 18-331 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND J.J.R. ENTERPRISES, INC. DBA CALTRONICS BUSINESS SYSTEMS, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1904069). J.J.R. Enterprises, Inc. dba Caltronics Business Systems will provide copier lease and printing services. Annual cost for the five year agreement will not exceed \$180,000.00 annually and funding is included in citywide FY2018-19 department budgets. The total cost of the contract over five years will not exceed \$900,000.00. Funding sources are a combination of General Funds and Enterprise Funds.

CC #: 9437

File #: 0203-04

CONTACT: Traci Bringgold 916-774-5159 tbringgold@roseville.ca.us

7.6. Library eBooks - Annual Purchase Order

Memo from Library Supervisor Rendi Hodge and Parks, Recreation & Libraries Director Dion Louthan recommending Council approve a sole source purchase order in the amount of \$32,000.00 with cloudLibrary™/Bibliotheca to purchase eBooks for the Roseville Public Library's collection. The cost for the eBooks will not exceed \$32,000.00 and is included in the approved FY2018-19 Parks, Recreation & Libraries budget.

CC #: 9411

File #: 0203-10

CONTACT: Rendi Hodge 916-774-5240 rhodge@roseville.ca.us

7.7. Library Media Materials - Annual Purchase Order Renewal

Memo from Library Supervisor Rendi Hodge and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-315 APPROVING A PURCHASE ORDER RENEWAL FOR PRINT MATERIALS AND MEDIA FOR THE ROSEVILLE PUBLIC LIBRARIES. The purchase order renewal with Baker & Taylor, LLC is in the amount of \$200,000.00, and will not exceed that amount. Funding is included in the approved FY2018-19 Parks, Recreation & Libraries budget.

CC #: 9424

File #: 0203-10

CONTACT: Rendi Hodge 916-774-5240 rhodge@roseville.ca.us

7.8. Library Media Materials - Annual Purchase Order Renewal

Memo from Library Supervisor Rendi Hodge and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-316 APPROVING A PURCHASE ORDER RENEWAL FOR MEDIA MATERIALS FOR THE ROSEVILLE PUBLIC LIBRARIES. The purchase order renewal with Midwest Tape, LLC is in the amount of \$50,000.00 and will not exceed \$50,000.00. Funding is included in the approved FY2018-19 Parks, Recreation & Libraries budget.

CC #: 9525

File #: 0203-10

CONTACT: Rendi Hodge 916-774-5240 rhodge@roseville.ca.us

7.9. Junction Blvd and Park Regency Drive Traffic Signal Project - Budget Adjustment, Contract Award and Execution of Agreement

Memo from Assistant Engineer Jerome Pastor and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-311 APPROVING AN AGREEMENT FOR THE JUNCTION BOULEVARD AND PARK REGENCY DRIVE TRAFFIC SIGNAL PROJECT BETWEEN THE CITY OF ROSEVILLE AND ST. FRANCIS ELECTRIC, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6001 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN

APPROPRIATION MEASURE. Staff is requesting council award the Junction Boulevard and Park Regency Drive Traffic Signal project to the lowest bidder, St. Francis Electric, LLC in the amount of \$333,500.00 with authorization for construction change order contingency in the amount of 10% (\$33,350.00). The Junction Boulevard and Park Regency Drive Traffic Signal Project will provide right-of-way controls for the orderly movement of traffic and improve pedestrian and bicycle safety at this intersection by creating a connection across Junction Boulevard for the multi-use path that runs from Baseline Road to the Green Belt area near Mahany Park. A budget adjustment is necessary in the amount of \$530,225.00 to transfer funds from the Transportation Development Act fund to the project account. This amount will cover construction and project management costs. No General Funds will be used for this project.

CC #: 9419

File #: 0900-04-03 & 0201-01

CONTACT: Jerome Pastor 916-746-1300 jpastor@roseville.ca.us

Resolutions

7.10. VillaSport - Fire Access, Drainage and Reciprocal Access Easement Agreement

Memo from Assistant Engineer Kerry Andrews and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-314 APPROVING A FIRE ACCESS, DRAINAGE AND RECIPROCAL ACCESS EASEMENT AGREEMENT AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The action requested will have no fiscal impact to the City's General Fund.

CC #: 9423

File #: 1002-06

CONTACT: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

7.11. Low Carbon Fuel Standard Program Brokerage Agreement and Trading Authorization

Memo from Electric Resources Analyst David Siao and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-335 APPROVING AN ENVIRONMENTAL BROKERAGE SERVICES AGREEMENT, BY AND BETWEEN BGC ENVIRONMENTAL BROKERAGE SERVICES, L.P. AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-336 APPROVING A LOW CARBON FUEL STANDARDS CREDIT PURCHASE AND SALE AGREEMENT AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT, OR A SUBSTANTIALLY SIMILAR AGREEMENT AS DETERMINED BY THE CITY ATTORNEY, ON BEHALF OF THE CITY OF ROSEVILLE. This item is an agreement for brokerage services for environmental compliance instruments. It also requests authorization for the Acting City Manager to execute a contract to sell Roseville's current supply of 2,868 Low Carbon Fuel Standard credits valued at \$500,000.00. The brokerage fee for this transaction would be \$717.00 and are

available in the Electric Operations Fund FY2018-19 budget.

CC #: 9441

File #: 0800-03

CONTACT: David Siao 916-746-1613 dsiao@roseville.ca.us

7.12. Outreach, Communication and Graphic Design Services - Professional Services Agreements

Memo from Electric Public Information Officer Vonette Fontaine and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-317 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND 3-FOLD COMMUNICATIONS, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-318 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PROPROSE, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The professional service agreements with 3-Fold Communications, LLC and ProProse, LLC are for the development and implementation of outreach, strategic communication and graphic design activities to meet specific outreach/communication needs for Roseville Electric Utility, Environmental Utilities, Utility Exploration Center and other city departments, on an as-needed basis. The estimated annual cost is to not exceed \$489,000.00, \$292,000.00 for ProProse, LLC and \$197,000.00 for 3Fold Communication, LLC. Funding is included in Roseville Electric Utility and Environmental Utilities FY2018-19 budgets.

CC #: 9426

File #: 0800-03 & 0800-02

CONTACT: Vonette Fontaine 916-774-5625 vfontaine@roseville.ca.us
Maurice Chaney 916-774-5539 mchaney@roseville.ca.us

7.13. Support Services Program Agreement - Confirmation Approval

Memo from Power Generation Superintendent Matthew Garner and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-320 APPROVING A CONFIRMATION UNDER THE NCPA SUPPORT SERVICES PROGRAM AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND NORTHERN CALIFORNIA POWER AGENCY. This item requests approval of a confirmation under the Support Services Program Agreement with Northern California Power Agency for Siemens Energy T3000 maintenance services for power plant turbines. The total cost of the services will not exceed \$700,000.00, over five years. Funds are available in the FY2018-19 Electric Operations Fund, and will be budgeted in future fiscal years.

CC #: 9428

File #: 0800-03

CONTACT: Matthew Garner 916-746-1691 mgarner@roseville.ca.us

7.14.Clean Water State Revolving Fund Loan Application for the Pleasant Grove Wastewater Treatment Plant Expansion and the Energy Recovery Project - Approval of Supporting Documentation

Memo from Senior Engineer George Hanson and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-325 APPROVING THE USE OF THE ENVIRONMENTAL UTILITIES WASTEWATER ENTERPRISE FUND FOR THE PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION AND ENERGY RECOVERY PROJECT; and adopt RESOLUTION NO. 18-326 AUTHORIZING THE ACTING CITY MANAGER OR HIS DESIGNEE TO APPLY FOR CLEAN WATER STATE REVOLVING FUNDS ON BEHALF OF THE CITY OF ROSEVILLE IN CONNECTION WITH THE PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION AND ENERGY RECOVERY PROJECT; and adopt RESOLUTION NO. 18-327 APPROVING A DEBT SERVICE REPAYMENT AGREEMENT FOR THE CLEAN WATER STATE REVOLVING FUND PROGRAM BETWEEN THE CITY OF ROSEVILLE AND SOUTH PLACER WASTEWATER AUTHORITY, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Debt Service Repayment Agreement between the South Placer Wastewater Authority (SPWA) and the City of Roseville ensures that Roseville is reimbursed by the SPWA for all debt service paid by Roseville for up to \$118,311,668.00 of Clean Water State Revolving Fund monies associated with the Project. These actions have no direct fiscal impact to the City.

CC #: 9433

File #: 0900-02-02-2

CONTACT: George Hanson 916-746-1764 ghanson@roseville.ca.us

7.15.Shadowbrook Lift Station and Force Main Phase 2 - Second Amendment to Professional Services Agreement

Memo from Assistant Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-321 APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND MOTT MACDONALD FORMERLY HATCH MOTT MACDONALD, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of the second amendment to the professional services agreement with Mott MacDonald, LLC, formally Hatch Mott MacDonald, for engineering and environmental services during construction for Phase 2 of the Shadowbrook Lift Station and Force Main Project. The second amendment increases the existing contract by \$124,396.00 for a new total contract cost of \$675,283.00. The project is funded from the previously approved Capital Improvement Project Budget.

CC #: 9429

File #: 0900-02

CONTACT: Jonathan Cummings 916-774-5566 jcummings@roseville.ca.us

7.16. Harding to Royer Bike Trail Segment 3 Project - First Amendment to Professional Design Services Agreement

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-328 APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND AECOM TECHNICAL SERVICES, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. AECOM provided engineering design services to the City to develop the plans and specifications that were necessary for the construction of the City's Harding to Royer Bike Trail Segment 3 Project. In order to address requests for information and contract change orders during construction, an amendment to the existing agreement is needed to provide design support during construction. The cost of the additional services is \$15,840.00, bringing the total contract amount to \$37,374.00. Funding for this project is from Transportation Development Act funds. There are sufficient funds in the project's existing budget to cover the additional cost.

CC #: 9434

File #: 0721-05

CONTACT: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

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

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-329 APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND INTERWEST CONSULTING GROUP INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The professional services agreement with Interwest Consulting Group is for real estate services for the Harding to Royer Bike Path Segment 3 Project. Additional real estate services are necessary to extend the expiration date of the temporary construction easements and to convey two separate access easements establishing the ingress and egress rights through the fire station/public parking lot for the benefit of two adjacent property owners. These access rights were agreed to as a part of the previous property acquisitions. The cost of the additional services is \$10,740.00, bringing the total contract amount to \$47,190.00. Funding for this project is from Transportation Development Act funds and is included in the Council approved project budget. No General Funds are being used for this project.

CC #: 9435

File #: 0721-05

CONTACT: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

7.18. Insurance Brokerage Services - Professional Services Agreement

Memo from Risk Manager David Rawe and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 18-330 APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ALLIANT INSURANCE SERVICES, INC., AND

AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The professional services agreement with Alliant Insurance Services Inc. is for broker insurance services. The total annual cost is commission based and the commission is not to exceed 12%. The cost is an annual expense budgeted from the Risk division's annual budget and has been budgeted for in FY2018-19.

CC #: 9436

File #: 0600

CONTACT: David Rawe 916-774-5207 drawe@roseville.ca.us

7.19. Workers' Compensation Claims Administration Services - Agreement Amendment

Memo from Risk Manager David Rawe and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 18-324 APPROVING A FIRST AMENDMENT TO AGREEMENT FOR WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES, BETWEEN THE CITY OF ROSEVILLE AND TRISTAR RISK MANAGEMENT, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item will extend the agreement with Tristar Risk Management for Workers' Compensation Third Party Administration through August 31, 2020. The negotiated administrative fee for the period of September 1, 2018 through August 31, 2020 is \$225,500.00 for the first year of the extension and \$236,775.00 for the second year of the extension. The administrative fees have been budgeted for and will be paid from existing and available funds from the Risk Management budget.

CC #: 9432

File #: 0600

CONTACT: David Rawe 916-774-5207 drawe@roseville.ca.us

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

7.20. Economic Analysis of Future Commercial Development - Professional Services Agreement and Budget Adjustment

Memo from Planning Manager Greg Bitter and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-323 APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ECONOMIC AND PLANNING SYSTEMS INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6002 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval of budget adjustment totaling \$50,000.00 and approval of a professional services agreement with Economic and Planning Systems, Inc. This contract will fund an economic study to analyze absorption of commercial land within the City, the impacts of potential land use changes to commercial

land, and the economic benefits of various roadway improvements. Funds utilized will be a combination of revenue from the General Plan Maintenance Fee and Transportation Mitigation Fee.

CC #: 9431

File #: 0200 & 0201-01

CONTACT: Greg Bitter 916-774-5294 gbitter@roseville.ca.us

7.21. Greenhouse Gas Proceeds - Budget Adjustment

Memo from Senior Electric Business Analyst Joanna Cucchi and Electric Utility Director Michelle Bertolino recommending Council adopt ORDINANCE NO. 6000 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The budget adjustment is to fund Roseville Electric Utility's Multi-Family Upgrade program and Refrigerator Replacement & Recycling program. The total amount of the budget adjustment is \$1,150,000.00. Funds are available in the Electric CARB fund which is funded with greenhouse gas auction proceeds from the State of California's Cap and Trade program.

CC #: 9418

File #: 0800-03 & 0201-01

CONTACT: Joanna Cucchi 916-746-1609 jcucchi@roseville.ca.us

Ordinances (for second reading and adoption)

7.22. Second Reading - Sierra Vista Specific Plan Mitigation Fee Program Update - Municipal Code Amendment

ORDINANCE NO. 5997 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 4.47.040, 4.47.070, 4.47.080, 4.47.090, 4.47.100, 4.47.110, 4.47.120, 4.47.130, 4.47.140 AND 4.47.150 OF CHAPTER 4.47 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SIERRA VISTA SPECIFIC PLAN MITIGATION FEE, for second reading and adoption.

CC #: 9415

File #: 0400-04-12 & 0800-06

CONTACT: Chris Kraft 916-774-5373 ckraft@rosville.ca.us

7.23. Second Reading - Community Solar - Roseville Municipal Code Amendment

ORDINANCE NO. 5998 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING SECTION 14.24.073 TO CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING COMMUNITY SOLAR, for second reading and adoption.

CC #: 9416

File #: 0800-03

CONTACT: Joanna Cucchi 916-746-1609 jcucchi@roseville.ca.us

7.24. Second Reading - Electricity Rates for Unmetered Pole Attachments -
Municipal Code Amendment

ORDINANCE NO. 5999 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 14.24.055 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ELECTRICAL ENERGY, for second reading and adoption.

CC #: 9417

File #: 0800-03

CONTACT: Joanna Cucchi 916-746-1609 jucchi@roseville.ca.us

Reports / Requests

7.25. Sierra Vista - KT Properties Large Lot Subdivision Final Map

Memo from Assistant Engineer Kerry Andrews and Acting Development Services Director Mike Isom recommending Council approve the Sierra Vista - KT Properties Large Lot final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating five residential development large lots and one designated remainder lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 9420

File #: 0400-07

CONTACT: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

7.26. Out of State Travel Request - Electric Department

Memo from Assistant Electric Utility Director Philip McAvoy and Electric Utility Director Michelle Bertolino requesting Council approve out-of-state travel for two electric utility employees to attend the federal Western Area Power Administration's Technology & Security Symposium in Longmont, Colorado on August 20-21, 2018. The cost to the electric utility will be approximately \$3,000.00. Funding is available in the electric utility's FY2018-19 budget.

CC #: 9414

File #: 0600-02

CONTACT: Philip McAvoy 916-774-5689 pmcavoy@roseville.ca.us

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Pioneer Community Energy - Joint Exercise of Powers Authority Agreements

Memo from Sr. Energy Services Account Representative Mark Riffey and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-334 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE: (1) AUTHORIZING PIONEER COMMUNITY ENERGY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS, LEVY

CONTRACTUAL ASSESSMENTS AND PROVIDE FINANCING WITHIN THE INCORPORATED TERRITORY OF THE CITY OF ROSEVILLE; (2) APPROVING AN ASSOCIATE MEMBER AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT FOR THE ESTABLISHMENT OF THE PIONEER COMMUNITY ENERGY (mPOWER) PROGRAM; (3) APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT FOR THE AB 811 PROPERTY ASSESSED CLEAN ENERGY PROGRAM; AND AUTHORIZING RELATED ACTIONS. This item will allow Placer County's Pioneer Community Energy's mPOWER PACE financing program to continue to be available to all Roseville residents and businesses. The resolution and agreements will replace previously approved resolutions and agreements authorized by City Council that allowed Placer County's mPower PACE program to operate in Roseville. There are no costs to the City of Roseville associated with these actions.

CC #: 9440

File #: 0800-03

CONTACT: Mark Riffey 916-746-1667 MRiffey@roseville.ca.us

9. APPOINTMENTS

9.1. Board and Commission Bi-Annual Vacancies

Memo from Deputy City Clerk Kelly Adams and City Clerk Sonia Orozco recommending Council appoint four (4) individuals to the Planning Commission from the applications received from Erich Brashears, Justin Caporusso, Kristine Dohner, Robert Jensen, Ed Kriz, Jonathan Martin, Neil Peacock, and Ivy Franklin Shaw; and appoint two (2) individuals to the Roseville Grants Advisory Commission from the applications received from Audra Flynn, Ed Kriz, Herman Williams, and Ivy Franklin Shaw; and appoint Eric Avery and La Tanya White to the Economic Development Advisory Committee.

CC #: 9410

File #: 0103 & 0103-07-02 & 0103-34-02 & 0103-44-02

CONTACT: Kelly Adams 916-774-5264 kadams2@roseville.ca.us

10. PUBLIC HEARING

NOTICE TO THE PUBLIC

City Council, when considering the matter scheduled for hearing, will take the following actions:

1. Open the Public Hearing
2. Presentation by Staff
3. Presentation by applicant or Appellant
4. Accept Public Testimony
5. Appellant or Applicant Rebuttal Period
6. Close the Public Hearing
7. City Council Comments and Questions
8. City Council Action

In the future, if you wish to challenge in court any of the matters on this agenda for which a public hearing is to be conducted, you may be limited to raising only those issues, which you, or someone else raised orally at the Public Hearing or in written correspondence received by the City or before the hearing

Public Hearings listed for continuance will be continued as noted and posting of this agenda serves as notice of continuation.

10.1. Appeal of Massage Business Permit Denial

Memo from Acting Public Information Officer Rob Baquera and Police Chief James Maccoun recommending Council adopt RESOLUTION NO. 18-296 DENYING THE APPEAL FROM OLEG KANAKHOVSKYY. The Police Chief denied the massage business permit based on a prior history of suspension, criminal complaints, failure to disclose said prior suspension and criminal complaints, and a general non-conformity with the standards in the Massage Business Permit Ordinance. There is no fiscal impact related to this action.

CC #: 9413

File #: 0300

CONTACT: Marc Glynn 916-774-5095 MGlynn@roseville.ca.us

10.2. Tax Equity and Fiscal Responsibility Act for Conduit Financing for Adventist Health System/West

Memo from Administrative Analyst Jeannine Thrash and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-312 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE ISSUANCE FROM TIME TO TIME OF ONE OR MORE SERIES OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY REVENUE BONDS (ADVENTIST HEALTH SYSTEM/WEST), SERIES 2018, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$350,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION OF CERTAIN HEALTH CARE FACILITIES AND RELATED ASSETS OF THE FREMONT-RIDEOUT HEALTH GROUP, RIDEOUT MEMORIAL HOSPITAL AND UNITED COM-SERVE AND FINANCING AND REFINANCING THE ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN CORPORATE FACILITIES FOR ADVENTIST HEALTH SYSTEM/WEST, AND OTHER MATTERS RELATING THERETO. The bonds to be issued by California Statewide Communities Development Authority for Adventist will be the sole responsibility of Adventist. The City will have no financial, legal, moral obligation, liability or responsibility for the financing or the repayment of the bonds.

CC #: 9421

File #: 0110

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

10.3. Tax Equity and Fiscal Responsibility Act for Conduit Financing for Main Street

Plaza Apartments, L.P.

Memo from Administrative Analyst Jeannine Thrash and Finance Director Dennis Kaufman recommending Council adopt RESOLUTION NO. 18-313 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE ISSUANCE BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF MAIN STREET PLAZA APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO. The proceeds of the bonds will be used for the purpose of financing the acquisition and construction of a 65-unit affordable multifamily housing rental project to be located at 304 Washington Boulevard, which will be owned by Main Street Plaza Apartments, L.P. and managed by The John Stewart Company. There is no fiscal impact to the City. The City bears no liability with respect to the issuance of the bonds. Further, the City is not a party to any of the financing documents related to the bond issuance and is not named in any of the disclosure documents describing the bonds or the proposed financing.

CC #: 9422

File #: 0709

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

11. COUNCIL / STAFF / REPORTS/ COMMENTS

12. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 9439
File #: 0102-11

Title: Resolution Honoring John Michael Byouk
Contact: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Meeting Date: 8/1/2018
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Recommend John Byouk be honored as an incredible public servant who served on the City Council from April 10, 1984 to November 18, 1991.

BACKGROUND

Former Councilmember John Byouk served as a multi-term elected member of the Roseville City Council from April 10, 1984 to November 18, 1991. He was a dedicated advocate of Roseville's early transition from a junction town to what is now the largest city in Placer County.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

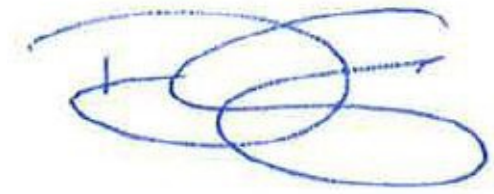
Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Sonia Orozco, City Clerk

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution Honoring John Michael Byouk

CITY OF ROSEVILLE



HONORING JOHN MICHAEL BYOUK

WHEREAS, John Byouk, a native of California born in 1945, showed an early promise for public service when he graduated from Roseville High School in 1962 as Student Body President; and

WHEREAS, John earned a Bachelor's Degree in Political Science at California State University Sacramento, elevating his pursuit of public service; and

WHEREAS, John developed many relationships in Roseville in his kindness and compassionate demeanor as a lifeguard, a ticket taker and usher at the Roseville Tower Theatre, manager of the Tower Theatre, and throughout his career as an insurance broker; and

WHEREAS, John faithfully served on the Roseville City Council from April 10, 1984 to November 18, 1991; and

WHEREAS, John exhibited a remarkable understanding of the essential needs of the residents of Roseville, and he diligently served the community with a steadfast nature and a big heart; and

WHEREAS, John was a dedicated advocate of Roseville's early transition from a junction town to what is now the largest city in Placer County; and

WHEREAS, John was a proud member of the George Buljan Cooking Crew, a group of civic minded men who cooked dinners for hundreds of community events, charitable events, weddings, celebrations, and funerals, free of charge while maintaining their daily work obligations; and

WHEREAS, John was a civil and respectful man even when he held a different opinion than others, and he had a wonderful sense of humor.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA that **JOHN BYOUK** be honored as an incredible public servant and deepest sympathies and sincerest condolences be extended to his family and friends.

SIGNED AND APPROVED this 1st day of August, 2018.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA



COUNCIL COMMUNICATION

CC #: 9412
File #: 0102-03

Title: Minutes of Prior Meetings
Contact: Sonia Orozco 916-774-5263 sorozco@roseville.ca.us

Meeting Date: 8/1/2018
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Approve the Minutes of the following meetings:

- June 26, 2018 City Council Closed Session
- July 3, 2018 City Council Closed Session
- July 11, 2018 City Council meeting

BACKGROUND

There is no background associated with this item. The request is to approve the minutes of previous meetings.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

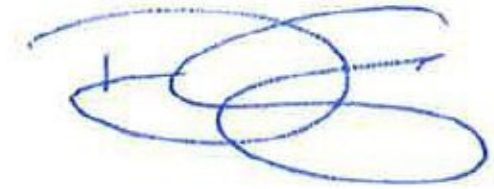
Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Sonia Orozco, City Clerk

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

June 26, 2018 City Council Closed Session Minutes

July 3, 2018 City Council Closed Session Minutes

July 11, 2018 City Council Minutes



MINUTES

June 26, 2018

CITY COUNCIL CLOSED
SESSION 4:30 p.m.
Hyatt Place Roseville
220 Conference Center Drive
Roseville, California

A. CLOSED SESSION CALL TO ORDER

The Closed Session was called to order by Mayor Susan Rohan at 4:30 p.m.

B. CLOSED SESSION SILENT ROLL CALL

Vice Mayor: Bonnie Gore
Councilmember: Scott Alvord
Councilmember: Tim Herman
Councilmember: John Allard
Mayor: Susan Rohan

Present: Gore, Alvord, Herman, Allard, Rohan

C. CLOSED SESSION PUBLIC COMMENTS

No public comment received.

D. CLOSED SESSION

D.1. Public Employee Employment

Pursuant to Government Code Section 54957(b):
Regarding Appointment of the position of City Manager
CONTACT: Gayle Satchwell 916-774-5374 gsatchwell@roseville.ca.us

Closed Session Disclosure: No reportable action was taken during Closed Session.

E. CLOSED SESSION ADJOURNMENT

Motion by Tim Herman, seconded by Bonnie Gore, to adjourn the meeting. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

Susan Rohan, Mayor

Sonia Orozco, City Clerk



MINUTES

July 3, 2018

CITY COUNCIL CLOSED SESSION

4:30 p.m.
Hutchison Conference Room
311 Vernon Street
Roseville, California

A. CLOSED SESSION CALL TO ORDER

The Closed Session was called to order by Mayor Susan Rohan at 4:30 p.m.

B. CLOSED SESSION SILENT ROLL CALL

Vice Mayor: Bonnie Gore
Councilmember: Scott Alvord
Councilmember: Tim Herman
Councilmember: John Allard
Mayor: Susan Rohan

Present: Gore, Alvord, Herman, Allard, Rohan

C. CLOSED SESSION PUBLIC COMMENTS

No public comment received.

D. CLOSED SESSION

D.1. Public Employee Appointment and Conference with Labor Negotiator

A. Pursuant to Government Code Section 54957(b):

Regarding appointment of the position of City Manager

B. Pursuant to Government Code Section 54957.6:

Conference with Labor Negotiator

Regarding unrepresented Council appointed positions: City Manager and City Attorney

Agency representative: Mary Egan

CONTACT: Gayle Satchwell 916-774-5374 gsatchwell@roseville.ca.us

Closed Session Disclosure: City Attorney Robert Schmitt reported the City Council selected Dominick Casey as the new City Manager pending completion of contract negotiations and formal contract approval.

E. CLOSED SESSION ADJOURNMENT

Motion by Bonnie Gore, seconded by John Allard, to adjourn the meeting. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

Susan Rohan, Mayor

Sonia Orozco, City Clerk

MINUTES

July 11, 2018

CITY COUNCIL MEETING

7:00 p.m.

City Council Chambers

311 Vernon Street

Roseville, California

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

All items on the agenda are open to public comment and addressed to the chair of the meeting.

- **Public Comment** - Speakers have three minutes under Public Comment to speak on issues that are not listed on the agenda and are within the City's jurisdiction. The Brown Act does not permit any action or discussion on items not listed on the agenda.
- **Consent Calendar** - The Consent Calendar consists of routine items that will be approved by one motion. Any person can remove an item from the Consent Calendar to be discussed separately.
- **Agenda Items** - Speakers have five minutes to address items that are listed on the agenda.
- **Americans with Disabilities Act** - Notify the City Clerk at least 48 hours in advance if special assistance is required to participate in a meeting including the need of auxiliary aids or services.
- **Audio/Visual Presentations** - If making an audio/visual presentation regarding an agenda item, presentation materials must be submitted to the City Clerk at least 48 hours in advance. Call (916) 774-5397 if you have any questions.

Roseville City Clerk 311 Vernon Street, Roseville, CA 916-774-5200 TDD 916-774-5220

1. CALL TO ORDER

Councilmember Tim Herman called the July 11, 2018 City Council meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Alvord, Herman, Allard

Absent: Gore, Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Scott Alvord.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the meeting procedures.

5. PUBLIC COMMENTS

Richard Martin - Spoke to concerns regarding violence against women during peaceful protests.

Barbara Brass - Spoke to concerns regarding harassment against women during peaceful protests.

6. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Scott Alvord, seconded by John Allard, to approve the Consent Calendar as presented. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Herman

Absent: Gore, Rohan

Minutes

6.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending City Council approve the Minutes of June 4, 2018 City Council Budget Workshop, June 5, 2018 City Council Budget Workshop Cancellation, June 6, 2018 Closed Session/City Council meeting, June 12, 2018 City Council Closed Session, June 20, 2018 City Council Closed Session, and June 20, 2018 City Council/Housing Authority/Housing Successor Agency.

CC #: 9387

File #: 0102-03

CONTACT: Sonia Orozco 916-774-5263 sorozco@roseville.ca.us

Bids / Purchases / Services

6.2. High-Density Linear Polyethylene Storage Tanks (RFQ 01-3172) - Reject All Bids

Memo from Buyer Babette Owens and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-278 REJECTING ALL BIDS FOR HIGH-DENSITY LINEAR POLYETHYLENE STORAGE TANKS. Staff recommends that all bids received for RFQ 01-3172 for high-density linear polyethylene storage tanks be rejected because the bid specifications did not specify maximum allowable dimensions of the tanks, insulation or fittings that are critical to the design and construction of the existing facilities. The Environmental Utilities (EU) Department has a need to replace the existing tanks at the Pleasant

Grove Wastewater Treatment Plant. EU staff will immediately issue a new bid. There is no fiscal impact at this time.

CC #: 9370

File #: 0203-09

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

6.3. Mahan Park Shade Structure (RFQ 01-3169) - Service Agreement

Memo from Buyer Becky Philipp and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-284 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SOUTHERN HEMISPHERE SHADES, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1804335). Southern Hemisphere Shades, Inc. will provide and install a shade structure at Robert P. "Bob" Mahan Park. The total amount of the award is \$23,961.00. Funding for the project will be provided through the Westpark Community Facilities District #2 for Services. There is no impact to the General Fund.

CC #: 9381

File #: 0704-01 & 0203-10

CONTACT: Becky Philipp 916-774-5724 bphilipp@roseville.ca.us

6.4. Sodium Hydroxide Solution (BACC 12-2018) - Service Agreement

Memo from Buyer Babette Owens and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-287 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND UNIVAR USA INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1903015). The service agreement with Univar USA INC. is for the purchase and delivery of sodium hydroxide solution for the Dry Creek, Wastewater Treatment Plant, Pleasant Grove Wastewater Treatment Plant, Water Treatment Plant, and the Roseville Energy Park. The estimated annual cost is \$605,000.00 and will not exceed budgeted amounts. Funding is included in the Environmental Utilities and the Electric Department's FY2018-19 budgets. Staff requests authorization to renew without further Council approval.

CC #: 9385

File #: 0203-03

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

6.5. Water Meters and Related Parts - Sole Source Purchase Order

Memo from Acting Water Utility Manager Sean Bigley and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-275 APPROVING A PURCHASE ORDER FOR WATER METERS AND RELATED PARTS. Staff requests approval of a sole source purchase order with Golden State Flow Measurement for water meters and related parts for a not-to-exceed amount of \$1.7 million for FY2018-19. FY2018-19 expenses are funded

as follows: \$300,000.00 from the Water Operations Fund, \$200,000.00 from the Water Rehabilitation Fund and \$1,200,000.00 from the Advanced Metering Infrastructure Capitol Improvement Project. All funds are provided through a combination of rate revenue and revenue paid by developers. Additionally, staff requests City Council approval for the sole source purchase order to be renewed annually at the following schedule, subject to City Council approval of future budgets: FY2019-20 at a not to exceed amount of \$720,000.00, FY2020-21 at a not to exceed amount of \$820,000.00 and FY2021-22 at a not to exceed amount of \$920,000.00. Staff is requesting City Council approval to allow for automatic annual renewal of the purchase order through FY2021-22.

CC #: 9367

File #: 0203-09

CONTACT: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

6.6. Software Upgrade - Sole Source Service Agreement

Memo from Assistant Chief Brian Diemer and Fire Chief Rick Bartee recommending Council adopt RESOLUTION NO. 18-302 APPROVING A SOLE SOURCE SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND KRONOS DATA SYSTEMS INCORPORATED, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1804331). Kronos Telestaff is scheduling software with intricate rules and automation utilized by the Fire department to ensure correct daily staffing. The Fire department requests utilization of \$24,773.00 from the current fiscal year Fire Department budget to pay for the software and services needed for upgrading existing Kronos Telestaff software.

CC #: 9400

File #: 0203-12

CONTACT: Brian Diemer 916-746-1392 bdiemer@roseville.ca.us

6.7. Enterprise Resource Planning Consulting Services on Reporting - Service Agreement Amendment

Memo from Information Technology Program Manager Duke Arakaki and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 18-310 APPROVING A SERVICE AGREEMENT AMENDMENT NO. 1 BETWEEN CITY OF ROSEVILLE AND KAHANA CONSULTING, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1809348). This is a request of Council to approve a contract amendment to perform data extractions in support of the Enterprise Resource Planning (ERP) project in the amount of \$20,000.00 and extend the contract date to February 1, 2019. This brings the total not to exceed contract amount to \$30,000.00. Funding is included in the ERP Project Capital Improvement Project budget.

CC #: 9407

File #: 0800-05

CONTACT: Duke Arakaki 916-774-5212 darakaki@roseville.ca.us

6.8. Information Technology Project Portfolio Management Software - Purchase Order

Memo from Business Systems Analyst Brittany Flores and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 18-300 APPROVING A PURCHASE ORDER FOR PROJECT PORTFOLIO MANAGEMENT SOFTWARE. This item requests approval of a purchase order with Winvale Group, LLC, for the Information Technology Department project portfolio management software, Daptiv PPM. Licensing cost for this software for FY2018-19 is \$27,310.00. This amount includes \$1,707.00 for an extension that moves the renewal date from June to July. Funding for this purchase is included in the FY2018-19 Information Technology Internal Service Fund.

CC #: 9398

File #: 0203-06

CONTACT: Brittany Flores 916-774-5431 bflores@roseville.ca.us

6.9. Poured-in-place Resilient Surfacing Repairs - Service Agreement

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-286 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ROBERTSON INDUSTRIES, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1804333). As a part of the annual review of park asset conditions, approximately 1,700 square feet of playground safety surfacing, located in six different parks, was identified for repairs. The improvements involve spot repairs within existing poured-in-place safety surfacing at various playgrounds, therefore, a sole source request was made. The justification for sole source with Robertson Industries, Inc. is to match the same manufacturer and materials as existing. Staff recommends award of the service agreement contract for the repairs to Robertson Industries, Inc. in the amount of \$28,894.00. During the course of a construction project, it is common to encounter unanticipated or changed conditions in the field which necessitate additions or other changes to the project and the contract. Staff requests authorization to approve change order requests in an amount not to exceed 10% of the contract price in accordance with the terms and conditions of the contract. This project was approved in the FY2017-18 budget using the Park, Recreation & Libraries Rehabilitation Fund.

CC #: 9384

File #: 0203-10

CONTACT: Tara Gee 916-774-5253 tgee@roseville.ca.us

6.10. Flood Alert Network Update Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer Michael Zasso and Public Works Director Rhon Herndon requesting Council approval of plans and specifications for the ALERT2 Flood Alert Network Update Project and authorization to call for bids. This project will complete an important regional watershed monitoring system upgrade, where stream flows from tributaries to the Sacramento and American Rivers can be

monitored more efficiently and accurately by Floodplain Management staff at the local, state, and federal levels. The engineer's estimate for the construction portion of this project being authorized for bid with this action is \$66,930.00. A Professional Services Agreement for the design of the project was approved by City Council on June 7, 2017 in the amount of \$77,770.00. The total budget of this project, design and construction, is \$157,200.00. This includes \$130,013.00 from Department of Water Resources grant funds, \$12,500.00 of required matching local funds for environmental review and permitting efforts, and \$14,687.00 of local funds for the remaining estimated construction costs. The local funding comes from the General Fund. Sufficient grant and local funds are included within Capital Improvement Project (CIP) #152002, "Flood Alert System Replacement Project", approved by Council with the FY2017 Budget in June of 2016 to cover all project costs.

CC #: 9361

File #: 0309-01

CONTACT: Michael Zasso 916-746-1322 mzasso@roseville.ca.us

Resolutions

6.11. Fire Systems Maintenance and Repair - Service Agreement

Memo from Facility Manager Dan Allen and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-283 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND HCI SYSTEMS, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1904001). The service agreement with HCI Systems Inc. is for fire systems maintenance and repair services. Total value of agreement with HCI is \$80,000.00. Funding is included in the Building Maintenance, FY2018-19 budgets. The funds will be encumbered one year at a time pending Council approval of budgets for each year. The Request for Proposals includes four one year renewals and staff requests authorization to continue utilizing each contract without further Council approvals until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest, including authorization for the City Manager to sign optional renewal agreements pending Council approval of budgets for that year.

CC #: 9380

File #: 0203-04

CONTACT: Dan Allen 916 774-5741 dallen@roseville.ca.us

6.12. Heating, Ventilation and Air Conditioning Maintenance and Repair - Service Agreements

Memo from Facility Manager Dan Allen and Public Works Director recommending Council adopt RESOLUTION NO. 18-304 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND MESA ENERGY SYSTEMS, INC. (EMCOR), INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1908036), and adopt RESOLUTION NO. 18-305 APPROVING A SERVICE

AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ACCO ENGINEERED SYSTEMS, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1908043). Staff is requesting approval of service agreements with Mesa Energy Systems, Inc. (Emcor) to perform Heating, Ventilation and Air Conditioning (HVAC) maintenance, repair and replacement services and with ACCO Engineered Systems, Inc. (ACCO) to perform HVAC maintenance, repair, and replacement services. Total value of the agreement with Emcor is \$500,000.00 and total value of the agreement with ACCO is \$80,000.00. Funding is included in the Building Maintenance, Environmental Utilities, Electric, and Parks Maintenance FY2018-19 budgets. The funds will be encumbered one year at a time pending Council adoption of budgets for each year. The Request for Proposals includes four one year renewals and staff requests authorization to continue utilizing each contract without further Council approvals until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest, including authorization for the City Manager to sign optional renewal agreements pending Council approval of budgets for that year.

CC #: 9402

File #: 0203-04

CONTACT: Dan Allen 916-774-5741 dallen@roseville.ca.us

6.13.American River Water Supplies - Joint Defense and Cost Sharing Agreement Addendum No. 3

Memo from Acting Water Utility Manager Sean Bigley and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-271 APPROVING ADDENDUM NO. 3 TO AGREEMENT AMONG THE CITIES OF FOLSOM, ROSEVILLE, AND SACRAMENTO, THE PLACER COUNTY WATER AGENCY, SACRAMENTO COUNTY WATER AGENCY, SACRAMENTO SUBURBAN WATER DISTRICT AND SAN JUAN WATER DISTRICT AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Addendum No. 3 will modify Paragraph 1 of the Joint Defense and Cost-Sharing Agreement (JDA) to increase the \$150,000.00 cost cap to \$250,000.00 per party for the development of strategies to preserve and protect American River Water supplies. The \$100,000.00 in additional effort is in the proposed FY2019 Water Administration budget tied to the Water Operations Fund, which is funded by water utility rate revenue.

CC #: 9358

File #: 0800-02

CONTACT: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

6.14.Groundwater Planning and Operational Support - Professional Services Agreement Amendment

Memo from Acting Water Utility Manager Sean Bigley and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-309 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND GEI

CONSULTANTS, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The first amendment to professional services agreement with GEI Consultants, Inc. is for continued on-call hydrological services under the existing scope of work with an increase to the not-to-exceed amount of \$550,189.00, bringing the new total not-to-exceed amount to \$850,189.00. The additional amount requested is funded in the FY2018-19 Water Administration budget, via the Water Operations Fund, and will be requested in subsequent fiscal years in the same manner. The Water Operations Fund is funded through water utility rate revenue.

CC #: 9405

File #: 0800-02

CONTACT: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

6.15.State and Regional Water Supply Support - Professional Services Agreement

Memo from Acting Water Utility Manager Sean Bigley and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-280 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PAYNE ENVIRONMENTAL CONSULTING AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Payne Environmental Consulting will provide strategic, policy and technical support services for federal water issues. The cost of services is \$80,000.00 and will be funded through the FY2018-19 Water Administration budget - Water Operations Fund.

CC #: 9375

File #: 0800-02

CONTACT: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

6.16.Water Forum Successor Effort FY2018/19 - Cost Share Agreement

Memo from Acting Water Utility Manager Sean Bigley and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-274 APPROVING AN INTERAGENCY AGREEMENT AMONG SACRAMENTO COUNTY, SACRAMENTO COUNTY WATER AGENCY, CITY OF ROSEVILLE, CITY OF FOLSOM, PLACER COUNTY WATER AGENCY, SAN JUAN WATER DISTRICT AND THE CITY OF SACRAMENTO (ON BEHALF OF THE SACRAMENTO CITY-COUNTY OFFICE OF METROPOLITAN WATER PLANNING AND THE WATER FORUM SUCCESSOR EFFORT), AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of the FY2018-19 interagency cost-sharing agreement for City of Roseville's continued support of the Water Forum Successor Effort. The \$88,213.00 cost share for the City of Roseville is in the proposed FY2019 Water Administration budget tied to the Water Operations Fund, which is funded by water utility rate revenue.

CC #: 9366

File #: 0800-02

CONTACT: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

6.17. Amendment to Master Schedule of User and Regulatory Fees

Memo from Administrative Analyst Brandy LeBeau and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-270 AMENDING THE SCHEDULE OF USER AND REGULATORY FEES. This item involves a proposed amendment to the master Schedule of User and Regulatory Fees effective July 1, 2018 through June 30, 2019 to include additional information pertaining to the applicability of the Environmental Utilities plan review fee for tenant improvements, and to correct a mathematical error on Table B of the building permit fee schedule.

CC #: 9357

File #: 0215

CONTACT: Brandy LeBeau 916-774-5278 blebeau@roseville.ca.us

6.18. Campus Oaks Master Plan - Reimbursement Agreement

Memo from Senior Engineer Guy Howes and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-272 APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BBC ROSEVILLE OAKS, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The agreement with BBC Roseville Oaks, LLC is for the construction of required public improvements identified in the City's Capital Improvement Program. The reimbursement of \$1,647,154.21 will be funded through Traffic Mitigation Fees, which are used to fund the Developer Reimbursement Account. The actions requested as part of this item will have no impact to the City's General Fund.

CC #: 9359

File #: 1008 & 0800-06 & 0400-04-18-1

CONTACT: Guy Howes 916-774-5430 ghowes@roseville.ca.us

6.19. North Central Roseville Specific Plan Parcel 49 Signal Loop - Reimbursement Agreement

Memo from Assistant Engineer Jeffrey Hendrix and Acting Director of Development Services Mike Isom recommending Council adopt RESOLUTION NO. 18-301 APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BSO, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The reimbursement agreement with Bayside Covenant Church (BSO, LLC) is for the construction of required public improvements identified in the City's Capital Improvement Program. This item will have no impact to the City's General Fund. The reimbursement of \$10,312.50 is funded through the City's Traffic Mitigation Fund and specifically from the Developer Reimbursement account.

CC #: 9399

File #: 0316 & 1008 & 0400-04-04

CONTACT: Jeffrey Hendrix 916-774-5463 jhendrix@roseville.ca.us

6.20. North Central Roseville Specific Plan Parcels 29A and 31A - Memorandum of Understanding Regarding Proposed Dedication of Property and Grant Deed

Memo from Senior Planner Derek Ogden and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-307 APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE OPEN SPACE, LLC REGARDING PROPOSED DEDICATION OF PROPERTY, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-308 AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE AN ACCEPTANCE OF CONVEYANCE FOR THE GRANT DEED TRANSFERRING PARCELS 29A AND 31A OF NORTH CENTRAL ROSEVILLE SPECIFIC PLAN. The Memorandum of Understanding with Roseville Open Space, LLC is related to the City's acquisition of North Central Roseville Specific Plan Parcels 29A and 31A and contains provisions which will establish a \$100,000.00 maintenance endowment for the two parcels. The interest generated by this endowment is estimated to cover 50% of the annual maintenance costs. The remaining cost will be absorbed within the Parks maintenance fund.

CC #: 9404

File #: 0400-04-04 & 0800-06

CONTACT: Derek Ogden 916-746-1348 dogden@roseville.ca.us

6.21. Sierra Vista Specific Plan Mitigation Fee Administrative Duties - Professional Services Agreement

Memo from Engineering Manager Christ Kraft and Development Services Manager Mike Isom recommending Council adopt RESOLUTION NO. 18-294 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ECONOMIC AND PLANNING SYSTEMS, INC. AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Economic and Planning Systems, Inc. will act as the City's Program Administrator in the implementation of the Sierra Vista Specific Plan Mitigation Fee Program. There will be no fiscal impact to the City's general Fund. Funds collected with the Fee Program will be used to pay for all administrative costs.

CC #: 9391

File #: 0400-04-12 & 0800-06

CONTACT: Chris Kraft 916-774-5373 ckraft@roseville.ca.us

6.22. Westbrook - Phase 2 Village 4 Final Map and Subdivision Agreement

Memo from Assistant Engineer Jeff Hendrix and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-276 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF

ROSEVILLE AND WOODSIDE 05N, LP, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Westbrook - Phase 2 Village 4 final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 100 residential lots and 7 miscellaneous lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 9368

File #: 0400-04-12-1 & 0400-07

CONTACT: Jeff Hendrix 916-774-5463 jhendrix@roseville.ca.us

6.23.2018 Economic Development Agreement and Expenditure of Membership Funds

Memo from Acting Economic Development Director Laura Matteoli recommending Council adopt RESOLUTION NO. 18-277 APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE GREATER SACRAMENTO ECONOMIC COUNCIL AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request of Council to authorize the expenditure of membership funds for Greater Sacramento Economic Council in the amount of \$50,782.00; for the Roseville Chamber of Commerce in the amount of \$40,000.00, and for Advantage Roseville in the amount of \$50,000.00. The purpose of the memberships with each organization is to attract, grow, support and expand business and job creation, assist small businesses and entrepreneurs and promote the City as a place to do business. Funding for these memberships was included in the Economic Development Department's FY2018-19 membership budget.

CC #: 9369

File #: 0110 & 0106-01

CONTACT: Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

6.24.Fire Protection System Maintenance, Inspection and Testing - Service Agreement

Memo from Power Generation Superintendent Matthew Garner and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-299 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND COSCO FIRE PROTECTION, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1804023). COSCO Fire Protection Inc. will provide fire protection system maintenance, inspection and testing services for Roseville Electric Utility. The cost of the services will not exceed \$250,000.00 over a five-year period. Funding for the first year of the agreement in the amount of \$50,000.00 is included in the Electric FY2018-19 budget. Future year spending of approximately \$50,000.00 per year is subject to approval of future year budgets.

CC #: 9396

File #: 0800-03

CONTACT: Matthew Garner 916-746-1691 mgarner@roseville.ca.us

6.25. Enterprise Resource Planning Project - Increase in Change Order Spending Authority

Memo from Enterprise Resource Planning Project Manager Nafees Coleman and Chief Financial Officer Jay Panzica recommending Council adopt RESOLUTION NO. 18-285 APPROVING CHANGE ORDER AUTHORITY FOR THE ENTERPRISE RESOURCE PLANNING PROJECT. Staff recommends that Council adopt a resolution to increase the Chief Financial Officer's change order authority for the Enterprise Resource Planning project from the current level of \$882,143.00 to \$1,420,304.00, the currently approved project amount. Funding for the increased change order spending authority is currently budgeted and assigned to other portions of the project. Since this is a reallocation of funds currently approved within the project, no incremental funds are being requested.

CC #: 9408

File #: 0800-05

CONTACT: Nafees Coleman 916-774-5163 ncoleman@roseville.ca.us

6.26. Competency Development and Training - Professional Services Agreement Amendment

Memo from Assistant Human Resources Director Hedy Dehghan and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 18-279 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND KORN FERRY HAY GROUP, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council adopt a first amendment to a Professional Services Agreement with Korn Ferry to continue the City's diversity initiative goal with the creation of City-specific, behaviorally-based interview questions, structured interpretive probes and interview guides for competency development and training. The total cost of the first amendment is \$19,250.00. The Environmental Utilities and Electric Departments will split the cost of the services at \$9,625.00 per department from existing and available funds in the current FY2017-18 budget.

CC #: 9371

File #: 0600

CONTACT: Hedy Dehghan 916-774-5205 hdehghan@roseville.ca.us

6.27. Child Development Services Agreement

Memo from Recreation Superintendent Rob Nakamura and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-297 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND THE CALIFORNIA DEPARTMENT OF EDUCATION, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Child Development Services Agreement provides subsidized child care for qualifying families through the California Department of Education grant. This grant currently provides child care services for over 80 children enrolled at Cirby, Kaseberg, Sargeant and

Woodbridge Adventure Clubs. Under this agreement, the City or Roseville can receive a maximum reimbursable amount of \$401,553.00 in FY2018-19 to offset direct program expense.

CC #: 9394

File #: 0704

CONTACT: Rob Nakamura 916-774-5135 makamura@roseville.ca.us

6.28.Cirby-Linda-Dry Creek Flood Control Project - Agreements for Sale of Real Property

Memo from Senior Engineer Raul Cervantes and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-282 APPROVING AGREEMENTS FOR SALE OF REAL PROPERTY AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE. Purchase of the properties from Kathryn Elaine Gibb, Trustee, and Marcia E. Olson, Trustee, will complete the mitigation obligations for the City's Cirby-Linda-Dry Creek Flood Control Project. The combined purchase price of the property is \$18,500.00 and is funded through the existing project account for the Cirby-Linda-Dry Creek Flood Control Project.

CC #: 9377

File #: 0309-01 & 1003

CONTACT: Raul R. Cervantes 916-746-1300 rcervantes@roseville.ca.us

6.29.Downtown Bridges and Trail Project - Professional Services Agreement Amendment

Memo from Alternative Transportation Manager Mike Dour and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-298 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE HANNA GROUP, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Hanna Group will provide additional construction management services in connection with the inclusion of the new Downtown Pedestrian Bridge in the Downtown Bridges and Trail Project. The Hanna Group was awarded a contract in the amount of \$456,093.24 to provide Construction Management Services for the Ice House Bridge and the Library Bridge before the inclusion of the Downtown Pedestrian Bridge into the project plans. On May 2, 2018, the City Council approved a budget adjustment for the project that included sufficient funds for the proposed additional construction management support services. This project is funded with various grants and local transportation funds, and sufficient funds already exist in the project's budget to cover the additional cost of this amendment. No general funds are being spent on this project.

CC #: 9395

File #: 0721-05

CONTACT: Mike Dour 916-746-5293 mdour@roseville.ca.us

6.30. Grant Authorization for Commuter Bus Electrification Infrastructure

Memo from Financial Analyst Elizabeth Haydu and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-288 AUTHORIZING THE ACTING CITY MANAGER OR HIS DESIGNEE TO SUBMIT LOW CARBON TRANSIT OPERATIONS PROGRAM GRANT APPLICATIONS AND TO EXECUTE THE RELATED GRANT APPLICATIONS, FORMS AND AGREEMENTS. This action will authorize the Acting City Manager or his designee to apply for FY2017-18 Low Carbon Transit Operations Program grant funds for the purchase and installation of up to five zero-emission transit bus electric charging stations and infrastructure, and to execute the related forms and agreements. Matching necessary funds will be provided through the Local Transit Fund. General Fund monies will not be used for this project.

CC #: 9386

File #: 0214 & 0721

CONTACT: Elizabeth Haydu 916-746-1302 ehaydu@roseville.ca.us

6.31. Land Surveying Services - On-Call Professional Services Agreement

Memo from Assistant Engineer Noah Siviglia and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-306 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND UNICO ENGINEERING, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Unico Engineering, Inc. will provide on-call land surveying services that will assist staff with topographic surveys, monument surveys and various other surveying services required for City projects. The not to exceed agreement of \$150,000.00 per year will be funded through various Capital Improvement Projects project budgets and does not include any General Funds. The agreement is for a term of three years with the option of two additional one year extensions.

CC #: 9403

File #: 0800-04

CONTACT: Noah Siviglia 916-746-1379 nsiviglia@roseville.ca.us

6.32. On-Call Professional Design Services Agreement

Memo from Senior Engineer Raul Cervantes and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-289 APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BKF ENGINEERS, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. In order for City capital improvement projects to be designed in a timely and cost-efficient manner and comply with various state and federal codes and regulations, engineering staff uses the assistance of professional engineering consultants. The most efficient method for staff to obtain these services is via multiple multi-year on-call design services agreements. The not-to-exceed fee of this agreement is \$1,000,000.00 per year. The fee will be funded through various capital improvement projects and

does not include any General Funds.

CC #: 9388

File #: 0800-04

CONTACT: Raul R. Cervantes 916-746-1300 rcervantes@roseville.ca.us

6.33. Sierra Gardens Transfer Point Project - Agreements for Sale of Real Property and Agreement for Acquisition of Easement Interest

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-290 APPROVING AN AGREEMENT FOR SALE OF REAL PROPERTY, BY AND BETWEEN THE CITY OF ROSEVILLE AND RM/RNA PROPERTIES, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-291 APPROVING AN AGREEMENT FOR SALE OF REAL PROPERTY, BY AND BETWEEN THE CITY OF ROSEVILLE AND SANTOKH S. TOOR AND ARPINDER K. TOOR AND AST FARMS, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-292 APPROVING AN AGREEMENT FOR SALE OF REAL PROPERTY, BY AND BETWEEN THE CITY OF ROSEVILLE AND OVADIA MIZRAHI, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve three Agreements for Sale of Real Property for the purchase of property for the Sierra Gardens Transfer Point Project with: RM/RNA Properties LLC in the amount of \$2,500.00; Santokh and Arpinder Toor in the amount of \$3,300.00; and Ovadia Mizrahi in the amount of \$10,000.00. A new bus shelter and bicycle racks are proposed to be installed at the back of walk at the northern bus turnout and the sidewalk between the north and south bus turnouts will be widened to eight feet. These improvements currently lie within existing public utility easements but outside of the existing right-of-way. As a result, additional easements are needed in order to install the new bus shelter, bike racks, and wider sidewalk. Funding for these acquisitions is from Local Transportation Funds. No General Funds are being used. There is sufficient funding in the approved project budget for the property acquisitions.

CC #: 9389

File #: 1002-06 & 0721

CONTACT: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

6.34. Washington Boulevard/Andora Bridge Widening Project - Authorization to Apply for Grant Funds

Memo from Associate Engineer Stefanie Kemen and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-295 AUTHORIZING THE ACTING CITY MANAGER OR HIS DESIGNEE TO SUBMIT GRANT APPLICATIONS TO THE U.S. DEPARTMENT OF TRANSPORTATION AS WELL AS CALIFORNIA DEPARTMENT OF TRANSPORTATION, AND TO EXECUTE ALL RELATED FORMS AND AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE. This request is for approximately \$8,200,000.00 in Better Utilizing Investment Leveraging

Development, and approximately \$4,625,800.00 in Highway Safety Improvement Program grant funds for the Washington/Andora Widening Project. The proposed project will widen this segment of Washington to a four lane road and will include a complete reconstruction of the Andora Undercrossing to accommodate the four-lane widening. The project will be funded with various grant funds including previously awarded Active Transportation Program and Congestion Mitigation and Air Quality Improvement grants, previously budgeted Traffic Mitigation Fees, and other non-General Fund sources. No General Funds will be used for this project.

CC #: 9392

File #: 0900-04-02 & 0214

CONTACT: Stefanie A. Kemen 916-746-1300 skemen@roseville.ca.us

Ordinances (for introduction and first reading)

6.35.Sierra Vista Specific Plan Mitigation Fee Program Update - Municipal Code Amendment

Memo from Engineering Manager Chris Kraft and Acting Development Services Director Mike Isom recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 4.47.040, 4.47.070, 4.47.080, 4.47.090, 4.47.100, 4.47.110, 4.47.120, 4.47.130, 4.47.140 AND 4.47.150 OF CHAPTER 4.47 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SIERRA VISTA SPECIFIC PLAN MITIGATION FEE; and adopt RESOLUTION NO. 18-273 APPROVING A FORM OF INFRASTRUCTURE FEE CREDIT/FEE REIMBURSEMENT AGREEMENT, AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE AND AUTHORIZING THE CITY ATTORNEY TO MODIFY THE FORM AS NECESSARY. This item updates the original nexus study that developed the initial fee schedule, adjusts the fee, and amends the municipal code to set forth the fee program. The updated Sierra Vista Specific Plan Mitigation Fees will become effective on September 1, 2018. This is a private developer fee program, all associated costs for the administration of this program are fully paid for by the fee program, and there will be no fiscal impact to the City's general fund by the proposed action.

CC #: 9365

File #: 0400-04-12 & 0800-06

CONTACT: Chris Kraft 916-774-5373 ckraft@rosville.ca.us

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

6.36.Electric Vehicle Charging Station Installation - Budget Adjustment

Memo from Acting Business Services Administrator Janet Vargas and Environmental Utilities Director Richard Plecker recommending Council adopt ORDINANCE NO. 5990 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting approval of a budget

adjustment for the amount of \$10,000.00 from available funds in the Air Quality Mitigation Fund for payment of electrical work related to the installation of two electric vehicle chargers in the Martha Riley Library/Utility Exploration Center parking lot.

CC #: 9379

File #: 0201-01 & 0800-02

CONTACT: Janet Vargas 916-774-5557 jvargas@roseville.ca.us

6.37.FY2018-19 Staffing and Salary Schedule Changes

Memo from Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5993 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5941, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "M" TO BE EFFECTIVE JULY 21, 2018, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5994 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5986, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "U" TO BE EFFECTIVE JULY 21, 2018, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5995 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5907, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY ROSEVILLE AREA FIREFIGHTERS, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JULY 21, 2018 AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5996 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5908, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY ROSEVILLE AREA FIREFIGHTERS, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JULY 21, 2018 AS AN URGENCY MEASURE. As part of the FY2018-19 budget process, departments requested staffing changes to meet their business needs. Staff recommends City Council approve Management A & B and Local 39 A & B salary schedules and approve the addition of 13 allocations and the deletion of 10 allocations on the citywide allocation schedule. Staff has also completed job analysis work and is recommending City Council approve the addition of AMI Project Manager and Permit Supervisor on the Management A & B salary schedule, the deletion of the Hazardous Materials Inspector on the Roseville Firefighters A & B salary schedules and approve the addition of the Senior Permit Technician and Tree Trimmer I/II on the Local 39 A & B salary schedules. The total fiscal impact to the City for these changes is a \$162,481.00 increase to the Enterprise fund and a \$23,061.00 cost savings to the General fund. The fiscal impact has already been included in the FY2018-19 budget.

CC #: 9409

File #: 0600-01

CONTACT: Gayle Satchwell 916-774-5374 gsatchwell@roseville.ca.us

6.38.Sierra Gardens Transfer Point Project - Contract Award and Budget Adjustment

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Rhon

Herndon recommending Council adopt RESOLUTION NO. 18-293 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND A. TEICHERT & SON, INC. DBA TEICHERT CONSTRUCTION, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5991 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The agreement with the lowest responsive bidder, A. Teichert & Son, Inc. dba Teichert Construction is in the amount of \$1,539,426.00. The Public Works Director will be authorized with a 15% change order authority. The attached ordinance is to approve a \$2,000,000.00 budget adjustment from the Transit Fund to the project account. The project will reconstruct a portion of Sierra Gardens Drive and install improvements to the bus transfer station. The cost of the project is \$1,539,426.00 and will be paid for with local transportation funds. No General Funds will be used.

CC #: 9390

File #: 0721 & 0201-01

CONTACT: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

Ordinances (for second reading and adoption)

6.39. Second Reading - Wireless Telecommunications Facilities on City-Owned Property Ordinance

ORDINANCE NO. 5992 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER 4.58 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING WIRELESS TELECOMMUNICATIONS FACILITIES LOCATED ON CITY-OWNED PROPERTY, for second reading and adoption.

CC #: 9356

File #: 0800-05

CONTACT: Tom Pelster 916-774-5166 tpelster@roseville.ca.us

Reports / Requests

6.40. Out of State Travel Request - Fire Department

Memo from Assistant Fire Chief Brian Diemer and Fire Chief Rick Bartee recommending Council approve out-of-state travel for Battalion Chief Chris Baker to attend the National Fire Academy (NFA) Fire Investigations Essentials Course at the National Emergency Training Center in Emmitsburg, Maryland. The training will occur August 19 - 31, 2018. The NFA works to enhance the ability of the fire emergency services and allied professionals to deal more effectively with fire and related emergencies. Training courses and programs that are delivered at its campus in Emmitsburg, Maryland, provide training on current public safety operational topics, including the highest quality fire investigation courses provided in the nation. All costs related to air fare, lodging, training and materials are paid for by the NFA. The program funding requires non-federal agencies to fund student salary, campus meal ticket, and ground transportation costs to and from the

student's home airport. The required funding not to exceed \$600.00 is included in the Fire Department's FY2018-19 budget.

CC #: 9362

File #: 0600-02

CONTACT: Brian Diemer 916-746-1392 bdiemer@roseville.ca.us

6.41. Out of State Travel Request - Fire Department

Memo from Fire Division Chief Jason Rizzi and Fire Chief Rick Bartee requesting Council approval of out-of-state travel for Fire Division Chief Jason Rizzi to attend the International Code Council (ICC) Certified Fire Services Exam Development Committee meeting, July 23-26, 2018. The meeting will be held at the International Code Council's offices in Birmingham, AL. Travel costs including air fare and hotel accommodations are covered by the ICC. The only cost to the Department will be the travel per diem for Fire Division Chief Jason Rizzi, which will not exceed \$300.00. Funding is included in the Department's FY2018-19 budget.

CC #: 9363

File #: 0600-02

CONTACT: Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us

6.42. Pistachio Regional Park (F-56) Master Plan Approval

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council approve the F-56 Pistachio Regional Park Master Plan. The Department plans on beginning a first phase of construction in spring 2019 with completion in early 2020. Funding for the F-56 park project is provided through the West Roseville City-wide Park Development Fund. Maintenance for all city-wide parks is typically funded through the General Fund. Prior to bidding the first phase of the project for construction, funding for maintenance will need to be determined.

CC #: 9383

File #: 0704-01

CONTACT: Tara Gee 916-774-5253 tgee@roseville.ca.us

Ceremonial Documents

6.43. Resolution of Commendation and Appreciation to Hugh Hageman

Hugh Hageman be commended for his 27 years of outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 9397

File #: 0102-10

CONTACT: Shelly Tilley 916-774-5785 stilley@roseville.ca.us

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. Appeal of Massage Business Permit Denial

Memo from Acting Public Information Officer Rob Baquera and Police Chief James Maccoun recommending Council adopt RESOLUTION NO. 18-296 DENYING THE APPEAL FROM OLEG KANAKHOVSKYY. The Police Chief denied the massage business permit based on a prior history of suspension, criminal complaints, failure to disclose said prior suspension and criminal complaints, and a general non-conformity with the standards in the Massage Business Permit Ordinance. There is no fiscal impact related to this action.

CC #: 9393

File #: 0300

CONTACT: Marc Glynn 916-774-5095 MGlynn@roseville.ca.us

Item 7.1 dropped from the agenda to be relisted on August 1, 2018.

7.2. 320 Vernon Street - Excess Real Property and Request for Proposals

Memo from Development Analyst Wayne Wiley and Acting Economic Development Director Laura Matteoli recommending Council adopt RESOLUTION NO. 18-281 DECLARING 320 VERNON STREET AS EXCESS PROPERTY. 320 Vernon Street is currently the location of the downtown post office. This action is pursuant to finding that the disposition of the property for a private mixed use or Downtown Roseville Specific Plan compliant development project is in the City's best interest and authorizing the issuance of a Request for Proposals to solicit proposals from interested developers for the purchase and development of the property.

CC #: 9376

File #: 1003

CONTACT: Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

Acting Economic Development Director Laura Matteoli made the presentation to Council

Development Analyst Wayne Wiley continued the presentation to Council.

Christina Richter, President of the Roseville Historical Society - Spoke to concerns regarding relocation and possible demolition of downtown post office location due to the historic relevance of the building.

Motion by Scott Alvord, seconded by Tim Herman, to adopt RESOLUTION NO. 18-281 DECLARING 320 VERNON STREET AS EXCESS PROPERTY and authorizing staff to issue a request for proposal for future development of the site. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Herman

Absent: Gore, Rohan

7.3. City of Roseville Financial Policies for Fiscal Year 2018-19

Memo from Finance Director Dennis Kauffman and Chief Financial Officer Jay Panzica recommending Council adopt RESOLUTION NO. 18-303 ADOPTING THE CITY OF ROSEVILLE FINANCIAL POLICIES, EFFECTIVE JULY 12, 2018. The financial policies recommended for adoption include the Investment Policy, the Debt Management Policy, the General Fund Emergency Reserve Policy, the Capital Improvement Program Rehabilitation Funding Policy, the Other Post-Employment Benefits Funding Policy, the Workers' Compensation and General Liability Funding Policy, and the Requests for Proposals Policy. Approval of the policies has no fiscal impact.

CC #: 9401

File #: 0200

CONTACT: Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us
Jay Panzica 916-774-5320 jpanzica@roseville.ca.us

Chief Financial Officer Jay Panzica made the presentation to Council.

Finance Director Dennis Kauffman continued the presentation to Council.

No public comment received.

Motion by John Allard, seconded by Scott Alvord, to adopt RESOLUTION NO. 18-303 ADOPTING THE CITY OF ROSEVILLE FINANCIAL POLICIES, EFFECTIVE JULY 12, 2018. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Herman

Absent: Gore, Rohan

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Request for Council Discretionary Funds

Memo from Management Assistant Amy Ruiz and City Clerk Sonia Orozco with a request for Council Discretionary Funds from Family Green Survival, Inc., a non-profit organization. Family Green Survival, Inc. is requesting sponsorship for an upcoming Imaginary Dinner Gala. There is no fiscal impact to the City's general fund. Annually the City Treasurer allocates \$15,000.00 of annual earnings to the Citizens' Benefit Fund per section 4.06.04 in the Municipal Code and is included in the annual budget along with the Citizens' Benefit Funds available for appropriation each year.

CC #: 9364

File #: 0102

CONTACT: Amy Ruiz 916-746-1362 aruiz@roseville.ca.us

City Clerk Sonia Orozco made the presentation to Council.

Gopal Kapur, Family Green Survival - Spoke in support of sponsorship of event and explained concept of the imaginary dinner gala.

The following individuals also spoke in support of event and in favor of issuance of Council Discretionary funds:

Gray Allen

Pauling Roccucci

Jim Gray

Motion by John Allard, seconded by Scott Alvord, to approve the allocation of \$1,500.00 in sponsorship monies from the City Council Discretionary Fund in support of the Imaginary Dinner Gala to help those in risk of hunger in the community. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Herman

Absent: Gore, Rohan

8.2. Downtown Property and Business Improvement District Annual Report

Memo from Development Analyst Wayne Wiley and Acting Economic Development Director Laura Matteoli with an update regarding the Downtown Property and Business Improvement District Annual Report for 2017 including current activities and future operations. This annual report is provided for informational purposes and no Council action is required. There is no fiscal impact.

CC #: 9406

File #: 0206-10-01

CONTACT: Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

Development Analyst Wayne Wiley made the presentation to Council.

Mark Vespoli, President of the Downtown Roseville Partnership, continued the presentation to Council and spoke in support business improvement district (PBID).

No public comment received.

Item for information only. No action taken.

9. PUBLIC HEARING

9.1. Community Solar - Roseville Municipal Code Amendment

Memo from Senior Electric Business Analyst Joanna Cucchi recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING SECTION 14.24.073 TO CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING COMMUNITY SOLAR. This item requests approval of electricity rates for Roseville Electric Utility's community solar project. There is no fiscal impact to the General Fund. Program revenues will cover expenses.

CC #: 9378

File #: 0800-03

CONTACT: Joanna Cucchi 916-746-1609 jcucchi@roseville.ca.us

Assistant Electric Utility Director Philip McAvoy made the presentation to Council.

Senior Electric Business Analyst Joanna Cucchi continued the presentation to Council and spoke on the Roseville Selective program.

No public comment received.

Motion by Scott Alvord, seconded by John Allard, to introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING SECTION 14.24.073 TO CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING COMMUNITY SOLAR. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Herman

Absent: Gore, Rohan

9.2. Electricity Rates for Unmetered Pole Attachments - Municipal Code Amendment

Memo from Senior Electric Business Analyst Joanna Cucchi and Electric Utility Director Michelle Bertolino recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 14.24.055 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ELECTRICAL ENERGY. This item requests approval of electricity rates for unmetered pole attachments. Adoption of pole attachment rates will result in a small increase in electric sales revenue. The increase will depend on the size and number of devices installed. The rates will be reviewed and updated as necessary as part of future rate studies. This will allow for recovery of the cost to supply electricity to small cell devices on City infrastructure.

CC #: 9360

File #: 0800-03

CONTACT: Joanna Cucchi 916-746-1609 jucchi@roseville.ca.us

Assistant Electric Utility Director Philip McAvoy made the presentation to Council.

Senior Electric Business Analyst Joanna Cucchi continued the presentation to Council.

No public comment received.

Motion by John Allard, seconded by Scott Alvord, to introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 14.24.055 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ELECTRICAL ENERGY. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Herman

Absent: Gore, Rohan

10. COUNCIL / STAFF / REPORTS/ COMMENTS

Fire Department Promotion Ceremony and Police Department Swearing-In Ceremony - Councilmember Scott Alvord reported on attendance.

Sylvia Besana 4th of July Parade - Councilmember Scott Alvord reported on community event.

Congratulations to Dominick Casey Appointment as City Manager - Councilmember Scott Alvord, Councilmember John Allard and Councilmember Tim Herman offered congratulations.

Smiles for Everyone - Councilmember Tim Herman announced trip to Paraguay to provide dental care.

Condolences to John Byouk's Family and Friends - Councilmember Tim Herman offered condolences on the traffic vehicle accident death of former Roseville Councilmember Byouck.

11. ADJOURNMENT

Motion by John Allard, seconded by Scott Alvord, to adjourn the meeting at 8:12 p.m. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Herman

Absent: Gore, Rohan

Tim Herman, Councilmember

Sonia Orozco, City Clerk



COUNCIL COMMUNICATION

CC #: 9430
File #: 0800-03

Title: Electric Compliance Consulting - Service Agreement Amendment
Contact: Julie Manfredi 916-774-5674 jmanfredi@roseville.ca.us

Meeting Date: 8/1/2018
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution authorizing the Acting City Manager to execute Amendment No. 3 to Service Agreement S1403212 with Navigant Consulting, Inc. ("Navigant"). Navigant will assist Roseville with regulatory compliance activities associated with the North American Electric Reliability Corporation ("NERC") and Western Electricity Coordinating Council ("WECC") Reliability Standards, and State of California environmental compliance. The total cost of this amendment is \$100,000.00, bringing the total service agreement cost to \$171,000.00. Funding is available in the Electric Operations Fund budget for FY2018-19.

BACKGROUND

Roseville Electric must comply with mandatory NERC and WECC Reliability Standards, California-mandated regulations, additional ad hoc data requests from WECC, and is subject to audit of Reliability Standards by WECC or the State of California with minimal notification.

Roseville Electric Utility is recruiting multiple compliance positions to address these regulatory compliance activities in the future. But until those positions are filled, the additional external resources funded by this amendment are necessary to assure the utility complies with all federal and state requirements. This recommended amendment to the existing SA will allow Navigant to provide expert oversight to an unexpected data request from WECC, provide timely assistance in preparing a gap analysis for all compliance activities and assist in preparation for data requests or an unscheduled audit by WECC.

As a result of their past work and understanding of Roseville Electric's existing infrastructure and operations, Navigant is uniquely qualified to assist with these unexpected assignments. Navigant's knowledge of Roseville Electric will allow them to continue to support Roseville on compliance matters in a timely and cost-effective manner.

FISCAL IMPACT

The vendor proposal is \$93,000.00 and staff requests a contingency of \$7,000.00. The total cost of this amendment is not to exceed \$100,000.00, bringing the total service agreement to \$171,000.00. Funding is included in the Electric budget for FY2018-19.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

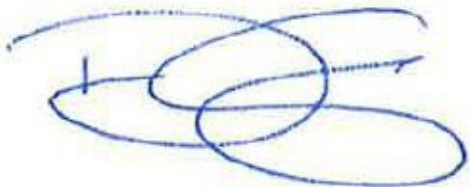
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). A service agreement amendment for compliance services does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Julie Manfredi, Electric Compliance Analyst

Michelle Bertolino, Electric Utility Director



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-322

Service Agreement

Expanded Scope of Services from Navigant

RESOLUTION NO. 18-322

APPROVING AMENDMENT NO. 3 TO SERVICE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND NAVIGANT CONSULTING, INC., AND
AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, Amendment No. 3 to Service Agreement (S1403212), for Roseville Electric compliance obligations, between the City of Roseville and Navigant Consulting, Inc., has been prepared and reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said amendment to service agreement is approved and that the Acting 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:

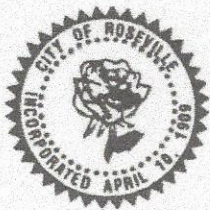
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

**SERVICE AGREEMENT
AMENDMENT**

SERVICE AGREEMENT No: S1403212
AMENDMENT No: 3

SERVICE LOCATION: ROSEVILLE ELECTRIC
2090 HILLTOP CIRCLE
ROSEVILLE, CA 95747

Contractor No.: V26973

SUBMIT ALL INVOICES TO:
CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor License No.:
Business License No.:

Telephone No.: 916-631-3200 Fax: 916-852-1073

Department: ELECTRIC

Email address: CHRIS.LURAS@NAVIGANT.COM
Contractor: NAVIGANT CONSULTING, INC.
ATTN: CHRIS LURAS
35 IRON POINT CIRCLE
SUITE 225
FOLSOM, CA 95630

Acct. Code: 08605-5101/686537-30

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Service Agreement Number S1403212 ("Agreement"), which was executed on, 11/8/13, is hereby modified as follows:

Select all provisions that apply:

- ☐ The Contractor name is hereby changed from _____ to _____
- ☐ The term of the Agreement is reduced by _____ (days/months/years) and the expiration date of the Agreement is changed from _____ to 6/30/19.
- ☒ The Total Cost of Service payable under this Agreement is modified from \$71,000.00 to \$171,000.00. The purpose of this modification is to: PROVIDE ADDITIONAL SUPPORT SERVICES PERTAINING TO COMPLIANCE OBLIGATIONS ON AN AS-NEEDED BASIS IN ACCORDANCE WITH THE ATTACHED NAVIGANT CONSULTING, INC PROPOSAL. ALL WORK MUST BE QUOTED AND APPROVED IN ADVANCE BY JULIE MANFREDI.

**The total amount listed is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

All other provisions of the Agreement shall remain unchanged and in full force and effect.

CONTRACTOR:

By: [Signature]
Title: Energy Segment Controller
By: [Signature]
Title: Director, Risk & Compliance

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____
Dominick Casey
Acting City Manager

Distribution: 1- Purchasing, 1 - Contractor, 1 - Originating Dept

Roseville has approached Navigant requesting expanding current Service Agreement #SA1403212 for the completion of additional compliance work.

This work can be organized into 5 categories.

1. **IRA and COP review and support.** Navigant will review and analyze Roseville's completed IRA and COP Survey responses and provide recommendations for Roseville to improve on the responses.
Deliverable: Submitted IRA and COP Survey to WECC
Timeline: Deadline August 20, 2018
Budget: This will require an increase in budget of \$5,000

2. **Additional ICE work:** Navigant will increase the scope of the ICE from the original 18 requirements which focused on the CIP Standards applicable to Roseville. The increase in ICE scope will now include all Reliability Standard requirements applicable based on Roseville's registration. Based on Navigant's review there are 63 requirements applicable to a DP and RP (not including CIP-004 – 014, or the NUC standards), which constitutes an increase of approximately 45 requirements.

Included with this ICE activity, where identified, Navigant will provide CIP observations and recommendations assistance where needed. Roseville may request technical advice, assistance, and review with documentation, and interpretation of required deliverables with regard to meeting CIP-003 v7 (move from V6 to V7) compliance obligations from the purview of ICE. (moving from v6 to v7)

Deliverable: Assistance with completion of Roseville Internal Control Evaluation Document and evaluation of transition from CIP CIP-003 v6 to v7. The ICE document shall include spreadsheets listing all controls identified by Navigant listing potential compliance issues or risks with recommendations on the mitigation actions to eliminate the issues or risks.
Timeline: December 1, 2018
Budget: This new scope would require an increase in budget of \$50,000.

3. **(Optional) Audit support:** Navigant will perform a mock audit including pre-audit RSAW and evidence assessments and SME interview preparedness. Further, Navigant can provide audit support during the WECC audit to assist Roseville in managing deliverables and data requests. Response from WECC after IRA Survey submitted may warrant audit ahead of 2020 schedule. If so Audit support will preclude items 2,4 and 5.
Deliverable: Updated RSAWs, documentation and preparedness for WECC Reliability Standard
Timeline: TBD
Budget: To tentatively replace item 2, 4 & 5. However, due to the pending scope of the audit being a risk to inflate the amount of work needed, Navigant notes there may be a need for a future change order in the budget to ensure all work can be completed.

4. **Non-NERC Compliance Program assessment.** Navigant will conduct an assessment of all non-NERC regulatory obligations and requirements that are administered by the compliance team as listed in appendix 1 below.
Deliverable: Report with recommendations Report listing findings with recommendations based on Navigant POU Utility experience and best management practices in utility industry. Shall include recommendations to better aligned processes and tasks performed by appropriate staff or teams. May include additional FTE recommendations.
Timeline: January 30, 2019
Budget: This new scope would require an increase in budget of \$10,000.

5. Combined review of NERC and non-NERC Compliance activities (items 2-4 above) listing all compliance obligations, responsibilities and tasks conducted. Highlight activities or tasks currently performed outside of compliance that should be within compliance and activities or tasks under compliance that would be better completed by another team at Roseville.
Deliverable: Gap Analysis Document to include all Compliance activities identifying any regulatory activity or task gaps, with recommendations on resolving gaps and recommendations for improvement
Timeline: March 1, 2019
Budget: This would require a \$28,000 increase in budget. However, due to the nature of this analysis and the risk of unknown variables inflating the amount of work needed, Navigant notes there may be a need for a future change order in the budget to ensure all work can be completed.

Based on the above projects and deliverables, the total increase in funding necessary to perform all newly requested tasks would require an additional \$93,000



35 Iron Point Circle | Suite 225
Folsom, CA 95630
916.631.3200 main
916.852.1073 fax
navigant.com

Appendix 1

- NPDES Permits / SWPPPs
- Hazardous Material Business Plans for our Power Plants, Substations, Warehouse and Admin buildings (includes EPA #'s)
- Spill Prevention Control and Countermeasure Plans
- GHG Reporting – Entity, Facility and SF6
- ALL Power Plant local reporting/activities
- Annual Training for above plus training on Event Reporting/Cyber Security Incident Response Plans
- Review accuracy of external regulator websites, permission levels etc.



COUNCIL COMMUNICATION

CC #: 9427
File #: 0800-03

Title: Refrigerator Replacement and Recycling - Service Agreement
Contact: Mark A. Riffey 916-746-1667 mriffey@roseville.ca.us

Meeting Date: 8/1/2018
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the Acting City Manager to execute the attached service agreement with ARCA Recycling, Inc. to administer the Refrigerator Replacement and Recycling Program, in the amount of \$500,000.00. Staff requests authorization to renew the contract for an additional two years, without further Council approval, contingent upon approval of the budget. Funding is available in the Electric Operations Fund.

BACKGROUND

In April of 2018, Council approved the 2017 Greenhouse Gas Proceeds Spending Plan. This plan was created as a result of the annual direct allocation of California Air Resource Board's Greenhouse Gas allowances or "free allowances" to Roseville Electric Utility. A portion of the "free allowances" was used to meet emission obligations associated with operating Roseville Electric Utility's natural gas-fueled power plant, and a portion was auctioned and proceeds received. Part of the approved spending plan was designed to directly support energy efficiency measures for our income qualified customers.

The Refrigerator Replacement and Recycling Program is a direct install program managed by Roseville Electric Utility. The program will provide energy efficient refrigerators to income qualified dwelling units. All removed refrigerators will be recycled using the Environmental Protection Agency's Responsible Appliance Disposal Program. ARCA Recycling, Inc., is the only company on the west coast that follows these federal guidelines. As a result, ARCA Recycling, Inc. was awarded this contract via a sole source service agreement.

The program will target a customer segment that is considered hard to reach for participating in utility programs. The program is designed to improve energy efficiency, lower the customer's bill from reductions in energy usage, and customer satisfaction within the targeted group of electric customers.

FISCAL IMPACT

The total cost of services and materials under this service agreement will not exceed

\$500,000.00. The source of the funding is from the 2017 GHG Free Allowance Proceeds Spending Plan. The funding for additional years is dependent on City Council budget approval.

ECONOMIC DEVELOPMENT / JOBS CREATED

The estimated number of jobs created and/or retained is based on a US Department of Energy formula. One job equals \$92,000 invested in the local community. Therefore, the requested contract of \$500,000 is estimated to create and/or retain in excess of 5 jobs.

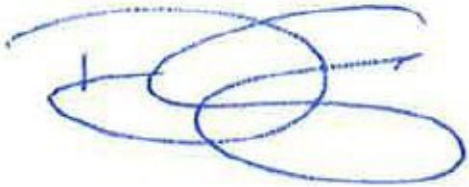
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Mark Riffey, Sr. Energy Services Account Representative

Michelle Bertolino, Electric Utility Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-319

ARCA Contract

RESOLUTION NO. 18-319

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND
ARCA RECYCLING, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (S1909040) for a low-income refrigerator replacement program, between the City of Roseville and ARCA Recycling, Inc., has been reviewed by the Council; and

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

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is authorized to execute one additional two-year renewal without further City Council approval, provided that the applicable budget is approved by the City Council.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2018, 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

SERVICE AGREEMENT

No: **S1909040**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1817301 DATE: 5/31/18

SUBMIT ALL INVOICES TO:

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

Contractor No.: V41761
Telephone No.: 800-452-8680 Fax: 952-930-1803
Email address: ahealy@arcainc.com
Contractor: ARCA RECYCLING, INC.
ATTN: ANDREW HEALY
175 JACKSON AVENUE N.
SUITE 102
HOPKINS, MN 55343-4562

Department: ELECTRIC

Acct. Code: 08650-5900/686200-50

Buyer: LONI COUNTRYMAN
Phone: 916-774-5734

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/20	Approved by Risk Mgt.	MARK RIFFEY

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
VENDOR WILL PROVIDE A LOW-INCOME REFRIGERATOR REPLACEMENT PROGRAM FOR QUALIFIED LOW-INCOME CUSTOMERS (BOTH SINGLE AND MULTIFAMILY), WHICH INCLUDES SCHEDULING, DELIVERING, AND INSTALLING THE NEW REFRIGERATOR. ADDITIONALLY, THE VENDOR WILL HAUL-AWAY, RECYCLE THE OLD REFRIGERATOR, AND PROVIDE MONTHLY REPORTING IN A TURNKEY APPROACH ON AN AS-NEEDED BASIS IN ACCORDANCE WITH THE ATTACHED ARCA RECYCLING, INC. ROSEVILLE ELECTRIC UTILITY'S INCOME QUALIFIED REFRIGERATOR REPLACEMENT AND RECYCLING PROGRAM SCOPE OF WORK. ALL WORK MUST BE QUOTED AND APPROVED IN ADVANCE BY MARK RIFFEY.

PLEASE CONTACT MARK RIFFEY AT 916-746-1667 FOR QUESTIONS REGARDING THIS SERVICE AGREEMENT.

**Total cost listed below is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Total Cost of Service: \$ **500,000.00**

ATTENTION: Total cost of service not to exceed the agreement 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" and Attachment "A".

Roseville Business License No.: 00838098 Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____

Dominick Casey, Acting City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. 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.
2. Consultant 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 Consultant 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 Consultant is given thirty (30) days' written notice. City's termination shall be without further liability to City, however Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
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 Consultant 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 fair employment practices must be adhered to.
- 10a. Unless otherwise specified, the Consultant 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. 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.
- 10c. Additional Insureds. Consultant 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 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.
- 10d. Cancellation/Modification. Consultant 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. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultant's work. Furthermore, Consultant shall require its subconsultants 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 subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant 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. 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 subconsultants.
- 10i. 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.
11. Consultant shall comply with all federal, state and local laws and ordinances 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.

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. For purposes of this Agreement, the terms "Contractor" and "Consultant" are used interchangeably.
18. If the project referenced on this service agreement is a Public Works project, then the following shall apply. 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.
19. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENTS OVER \$22,265 OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence
\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville -Insurance Compliance
PO Box 100085-R1, Duluth, GA 30096

Additional Liability Requirements if required by Agreement (and marked below):

☐ Construction General Liability: \$2 Million/occurrence \$4 Million aggregate	☐ Design Professional General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	☐ Chemical/Environmental General Liability: \$3 Million/occurrence \$6 Million aggregate, Pollution – \$2 Million/Occurrence Auto - \$2 Million/Occurrence
☐ IT Services Professional Liability: \$1 Million/occurrence No auto required	☒ Professional Consultant Professional Liability: \$1 Million/occurrence No auto required	☐ Hazardous Materials Pollution Liability: \$1 Million/occurrence
☐ Special Events/Caterers-Vendors No auto required No workers' comp required	☐ Professional Counseling/Psychological Professional Liability: \$1 Million/occurrence No auto required	☐ Pyrotechnics General Liability: \$5 Million/occurrence \$10 Million aggregate Auto - \$2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please **DO NOT** send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202



Roseville Electric Utility's Income Qualified Refrigerator Replacement and Recycling Program – Scope of Work

The following are key elements in ARCA's appliance recycling and replacement program:

- Superior data management, auditing and reporting capabilities, with operation of the entire program, from order entry to invoicing, managed by one comprehensive application. ARCA's Appliance Turn-in Order (ATO) system offers data and reporting to program managers via a secure Internet connection.
- Phone and on-site appliance eligibility verification to ensure that each refrigerator is in operating condition and meets all program requirements.
- Comprehensive and responsive customer service from ARCA's multi-lingual, professional agents, including maintaining a toll-free phone number for the program, verifying eligibility of customers and their appliances, scheduling collection appointments, relaying information and answering questions, providing appointment confirmation, and placing a reminder telephone call to the customer prior to the scheduled pickup.
- Safe removal of the appliances from the customer premises, providing a written receipt to the customer, disabling the unit before leaving the site to prevent reuse, and transporting the units to ARCA's facility.
- Processing and recycling old appliances according to all federal, state and local rules and regulations to prepare materials for recycling into new raw materials for manufacturing or for proper disposal or destruction. ARCA uses U.S. EPA RAD-compliant appliance processing and recycling methods to remove and properly manage all hazardous components and materials.
- Documentation of all permits and licenses required for conducting program work, including ARCA's required certificates of insurance.
- Hiring, training and ongoing performance evaluations of employees and subcontractors
- Ongoing quality assurance monitoring and auditing of all aspects of the operation.
- Support for independent Evaluation, Measurement and Verification (EM&V) studies
- Development and implementation of a marketing and advertising program in collaboration with utility.

SCOPE OF WORK

Program Management

- Interface to the utility client including periodic meetings and daily operations issues
- Interface with departments within ARCA
- Coordination of marketing
- Program reporting
- Monitoring program for key performance indicators (KPIs)

Program Managers

Program managers ensure the smooth operation and overall success of ARCA's appliance recycling and replacement programs. They are the central point of contact for the utility and are responsible for working with the client, monitoring the program, resolving any difficulties, adjusting strategies and reporting program results on a regular basis. Program managers interface with ARCA staff daily to ensure client requests are fulfilled and issues are resolved quickly.

Program managers meet with clients on a weekly basis to provide program updates and discuss open issues and plans. They are available as needed for urgent issues and are typically in touch with clients on a daily basis.

SCOPE OF WORK

Customer Service, Call Center and Order Processing

- Appointment scheduling via call center or website
- Call center after-hours phone accommodations
- Appliance and customer eligibility verification prior to appointment (as required)
- Appointment confirmation
- Customer rescheduling and cancellations
- Established procedures for unexpected appointment cancellations due to weather, etc.
- Response to consumer complaints via established escalation policy
- Appointment tracking and data
- Call center tracking and reporting of key performance indicators
- Customer service surveys reported on a quarterly basis or as specified by utility
- Multi-lingual call center agents



Call Center: General Operations

A customer may enroll in the program by calling the program's toll-free number.

ARCA's call center hours:

Pacific Standard Time (PST): 8:00 a.m. - 6:00 p.m. Monday - Friday

10:00 a.m. - 3:00 p.m. Saturday

ARCA's call center, Customer Connexx, is located in Las Vegas, Nevada.

Appointment Scheduling and Verification of Eligibility

Each appliance collection and appliance replacement delivery scheduling call includes:

- Verification that the caller is a customer of the utility and is eligible to participate.
- Verification of appliance eligibility (i.e., plugged in, cooling, etc.).
- Instructions on readying the appliance and home for pickup.
- Providing a 4-hour window for appointments to consumers.
- If a call requires additional assistance from the utility, the call center representative provides the appropriate phone number to the customer.
- Appointment times are coordinated with driving schedules. Typically, deliveries/collections are performed Monday-Friday one week, alternating with Tuesday to Saturday the next week. Appointments can start as early as 7:00 a.m. and efforts are made to accommodate early evening pickups, depending on the route.
- Immediate email confirmation.
- Automated confirmation phone call 24 hours prior to the appointment.

The call center is responsible for rescheduling and appointment cancellations.

Appointment Confirmation

ARCA's customer service department confirms the appliance pickup / replacement delivery with customers through a 24-hour confirmation call and/or through an email, when possible.

If ARCA is unable to reach the customer, ARCA will leave a message asking the customer to contact ARCA to confirm the appointment. If the company is unable to leave a message, it will attempt to contact the customer by phone three times prior to the appointment.

As a final appointment confirmation, ARCA's driver calls the customer from the prior stop to let them know that they are on the way for appliance collection/replacement delivery. If the driver is unable to reach the customer at that time, the driver contacts ARCA's dispatch department to



find out if the customer has contacted the call center. If they have not been heard from, and if the stop is within a reasonable distance, the driver will travel to the residence to attempt to execute the appointment.

Incident Resolution Process: General Issues

Agents are trained to resolve customer issues rather than pass the complaint to another department.

If an agent is not able to resolve an issue, a call center lead responds to the customer. Any questions or complaints that cannot be resolved by ARCA personnel are referred to the utility.

The Appliance Turn-In Order (ATO) system's customer comments report is accessible to program staff and shows real-time information about any customer issue. The report lists the ATO number, reflects any compliments or complaints, the date the comments were recorded, name of the call center agent who handled the call and actions taken to resolve the complaint, if applicable.

Incident Resolution Process: Damage to Consumer Property

If there is damage to a customer's property during the collection process, ARCA responds quickly with as little inconvenience to the customer as possible. ARCA's policy for resolving property damage is as follows:

- When damage occurs, before the driver leaves the premises, the homeowner and driver write an incident report that describes the location and extent of the damage. When possible, the site is photographed to aid in the investigation and settlement of the claim.
- Before leaving the scene, the driver calls the center manager to report the incident and explains to the customer that the manager will contact the customer to arrange to examine the damage within three days.
- The driver submits the incident report to the center manager upon returning to the recycling center.
- The manager reviews the incident report and interviews the driver and helper to verify the details and cause of the property damage. The operations manager updates the customer file in the ATO system to indicate that a damage incident has occurred.
- The manager visits the customer premises to investigate the damage. If the damage is minor and the customer agrees on an acceptable amount, the manager writes a check to the customer and the customer signs a release statement.
- If the damage is more extensive or if the customer does not accept the initial monetary offer to repair minor damage, ARCA's regional recycling operations manager attempts to reach a settlement with the customer or determines if a claim should be submitted to ARCA's insurance carrier.

- If an insurance claim is submitted, ARCA's regional recycling operations manager contacts the customer to update the status of the claim and follows through to ensure that the customer is adequately compensated.

SCOPE OF WORK

Appliance Installation Collection and Decommissioning

- Appliance procurement, storage and installation at customer home
- Appliance pickup by trained employees or subcontractors with proper identification
- Verification of appliance and customer eligibility (appliance plugged in, empty, etc.)
- Recording of appliance statistics; database is updated
- Completion of paperwork and providing customer with applicable forms and leave-behinds that are part of the program
- Removal of packaging from residence with subsequent materials recycling
- Established damage response process in the event of damage to the residence
- Removal of old appliance from residence, permanent decommissioning and defacing to ensure no resale

Transportation Regulations and Compliance

ARCA strictly adheres to all United States Department of Transportation (U.S. DOT) Drug and Alcohol regulations mandated by the Federal Motor Carrier Safety Administration (FMCSA). ARCA follows all applicable regulations of the FMCSA in 49 CFR and any additional requirements implemented at the state and local levels.

Transportation Team

Drivers must meet standards established by the government, their qualified insurance carrier and ARCA to be considered for employment. ARCA performs periodic Motor Vehicle Reports (MVRs) and analysis of traffic violations that may result in disqualification for working on the program or termination as a driver.

Transportation teams are required to wear uniforms with photo ID badges identifying them as a program representative. Each ID badge carries an expiration date and a toll-free number for the customer to call for confirmation of the representative's affiliation with the program.



ARCA's transportation teams are trained and required to:

- Exhibit a professional, courteous demeanor and practice efficient and safe work habits when collecting and delivering appliances on behalf of the utility.
- Adhere to all program procedures for collecting and delivering appliances, including verifying operational condition and permanently disabling each appliance.
- Complete appliance collection and appliance delivery records accurately.
- Perform truck and trailer equipment inspections, maintenance and cleaning.
- Recognize hazardous materials and know which emergency response procedures are required should a release occur.
- Adhere to all applicable transportation and driving regulations.

Collection and Replacement Delivery Appointments

A typical appointment takes approximately 15-20 minutes. Customer service driver teams are trained to make appointments as efficient as possible.

After arriving at the customer's residence, the following procedures are followed:

- The driver checks doorway widths and the exit route to determine the easiest and safest route to remove the old appliance.
- The driver accesses the customer's appliance turn-in order (ATO) and verifies the accuracy of appliance data collected during appointment scheduling. If any information is incorrect, the driver modifies the data.
- This customer's signature releases ownership of the appliance to ARCA.
- The team tapes shut the appliance doors and either straps the unit onto the handcart or uses appliance straps to carefully and safely remove it from the residence to prevent property damage or employee injury.
- The team uncrates the new appliance, ensures there is no damage to the unit, sets it in place in the customer's kitchen, verifies the refrigerator is working, and removes any packing materials.
- The team leaves the residence after thanking the customer for participating and loads the old appliance onto the truck.
- The team disables and defaces the appliance, as described below, secures the unit in the truck and returns the toolbox to its appropriate place in the truck.
- The driver uses the handheld device to upload the completed transaction file to the central server in real time.



- The driver calls the contact person for the next appointment to notify the customer that he or she will arrive shortly.

Appliance Decommissioning

With ARCA appliance recycling and replacement programs, all appliances are permanently removed from the power grid; appliances are never resold into the used appliance market.

After the crew removes the appliance from the residence, but before leaving the premises, the crew performs the following steps to permanently prevent each appliance from being resold into the used appliance market:

- Cuts the power cord.
- Breaks the temperature control mechanism with a hammer.
- Marks the unit with a large "X" to permanently deface the front of the unit.
- Permanently labels it with the ATO number for verification at the processing center.

These steps are verifiable actions that assure the customer, the utility and ARCA that collected appliances are not returned to service.

SCOPE OF WORK

Appliance Recycling

- State-of-the-art equipment and processing
- Employee certification(s) required to handle hazardous materials
- Removal of hazardous substances including capacitors, mercury switches, fluorescent bulbs, batteries, oil, refrigerants, polyurethane insulating foam (if utility is an EPA RAD Program partner), glass, plastics and metals
- Recycling process in compliance with state and federal regulations and EPA RAD to protect the environment
- Submission of annual EPA RAD reports, if applicable

Appliance Receiving at Recycling Center

Warehouse personnel unload incoming appliances from the trucks and place them into the receiving/holding area of the facility. Receiving records are completed, with an audit of the appliance paperwork. Each unit is inspected and categorized for materials handling.



ARCA's appliance processing center personnel are trained to identify foam and non-foam units and properly handle all materials in major household appliances, including refrigerants, foam insulation (if applicable), metals, used oil, and PCB- and mercury-containing components.

All recycling and materials handling is completed within one to two days from the time the appliances are received at the recycling facility.

Appliance Recycling Summary

The state-of-the-art recycling services ARCA offers are designed to guarantee that every appliance collected through ARCA's energy efficiency programs are fully de-manufactured, stripped of hazardous materials and components, stored, transported and disposed of in an environmentally responsible manner in accordance with all federal, state and local laws and regulations.

Materials Recovery

The following components and materials are disposed of or recycled in an environmentally sound manner in compliance with all federal, state and local laws:

- Capacitors containing PCB fluid
- Mercury switches and other components containing mercury
- Fluorescent bulbs
- Oil
- Chlorofluorocarbon (CFC), hydrochlorofluorocarbon (HCFC) and hydrofluorocarbon (HFC) refrigerants
- Glass
- Plastics
- Ferrous and nonferrous metals

ARCA's processing technicians are trained to identify hazardous components in all makes and models of appliances. Technicians remove appliance panels to perform a thorough inspection, ensuring that all harmful components are found and removed. This occurs at the component removal station, a specially constructed area with a barrier that encloses a floor made of leak-proof materials.

U.S. EPA RAD Compliance

In October 2006, the U.S. Environmental Protection Agency (EPA) launched the voluntary Responsible Appliance Disposal (RAD) partnership program to encourage the management of unwanted household appliances that contain ozone-depleting substances.



ARCA commits to and report on the recovery of ozone-depleting chemicals from old refrigerators, freezers, and dehumidifiers. Using best practices, ARCA ensures that:

- Refrigerant is recovered destroyed
- Foam insulation is recovered and destroyed
- Metals, plastic and glass are recycled
- PCBs, mercury and used oil are recovered or properly disposed of

ARCA appliance management services comply with the requirements of EPA's RAD program. ARCA provides the EPA with annual reports that quantify the materials, energy and cost savings data achieved by utility's program during the preceding year.

Regulations and Compliance

ARCA complies with all local, state and federal regulations and meets or exceeds safety and environmental requirements.

SCOPE OF WORK

Quality Assurance

- Extensive tracking of call center statistics to ensure program performance is met
- Audits of all aspects of program operations: call center, collection and replacement delivery, invoicing, incentives, recycling
- Annual and unscheduled facility visits to recycling centers
- Equipment inspections and facility area inspections and reports
- Customer surveys to measure consumer satisfaction with the program
- Weekly monitoring and evaluation of call center employees
- Periodic and unscheduled evaluations of transportation employees
- Support for independent Evaluation, Measurement and Verification (EM&V) studies

Overall Quality Assurance

To measure the effectiveness of services offered through the program, ARCA works closely with utilities to develop, monitor and assess performance standards and goals.

ARCA is committed to the following:



- Assisting utilities in establishing new processes and procedures or modifying current ones for evaluating all aspects of the program.
- Training ARCA's employees and subcontractors on the processes and documentation required to fulfill ARCA's contractual obligations to our clients.
- Adhering to performance standards set by our clients with respect to appointment fulfillment, customer satisfaction, appliance pickup/delivery, decommissioning, incentive fulfillment, data management and reporting, and tracking and auditing procedures.

Call Center Audits

Call Center Employee Audits

Calls center supervisors silently monitor all agents up to three calls per week to evaluate agent performance. Elements are weighted; employees must score 85% or better.

Call center representatives are evaluated on phone call performance with these parameters:

- Call opening
- Confirmation and qualification
- Appliance information
- Survey information
- Dispatch communication
- Scheduling
- Closing reminders
- Agent soft skills (tone, listening skills, readiness, empathy)
- Overall customer experience
- Documentation accuracy and compliance

If an issue is detected during a monitored call, the supervisor immediately addresses the inaccuracy.

A weekly employee performance assessment is conducted based on monitored calls and data that includes average calls per day, average talk time, number of calls taken, number of orders placed, monitor scores, performance strengths and recommendations for improvement.

Employee feedback is critical in this step to determine if there are issues that require resolution for employees to effectively perform their jobs.

Ongoing training and employee meetings on all aspects of job responsibilities and performance are held on a regular basis.



Call Center Statistical Audits

Key performance indicators are monitored on a weekly basis to ensure that the program parameters are being met:

- Call distribution / call forecasting
- Contract terms including speed of answer, abandon rate and call answer rate
- Scheduling goals including the time frame for calls to be answered

Call Center Order Entry Audits

All orders are reviewed by customer service within 24 hours of entry via the call center. During the audit process, employees identify and correct any missing or erroneous data. This auditing uses a series of reports and online tools in the ATO software.

Appliance Appointment Audits

Drivers and helpers are subject to several forms of auditing to confirm that they are following program procedures, exhibiting safe work habits and performing skillfully in the field. The regional recycling operations manager is responsible for scheduling, conducting, recording and maintaining files of audits.

Appliance Check-In Audits

When the driver team returns to the transportation facility, a manager verifies the work performed and that each appliance has been returned to the facility. At that time, all orders must have an updated status of picked up, canceled or rescheduled. All orders canceled and rescheduled are updated in the scheduling system and handled per the customer's request. Unit information is logged in the subcontractor's software for electronic data transfer after business hours.

Appliance Processing and Recycling Audits

ARCA properly equips its processing centers and trains processing employees to ensure compliance with regulations, permits and licenses. ARCA performs annual and unscheduled facility, equipment and practices audits to ensure compliance and correct deficiencies that may be encountered.

Processing technicians performing refrigerant evacuation must hold a valid refrigerant recovery certificate to document that the technician has successfully completed training in the proper handling of refrigerants that contain ozone-depleting substances. In addition, forklift operators are required to have a certification of training. Certificates are kept in the employee's personnel file.

ARCA institutes and monitors procedures to ensure compliance with regulations related to appliance decommissioning, including:



- Training employees to become knowledgeable about regulations and requirements
- Identifying all sources of hazardous waste
- Establishing policies and procedures to reduce or eliminate hazardous waste
- Appropriately packaging, labeling and manifesting all hazardous waste generated
- Meeting standards for hazardous waste accumulation
- Complying with record keeping and reporting requirements

Invoice Auditing

ARCA's client services department reviews all program data at the end of each week to ensure all order and appliance information is aligned for invoicing. A series of reports are run to audit and balance key data points such as units picked up, units delivered, orders scheduled, and to identify any data exceptions. All issues are identified and resolved prior to turning the data and associated reports over to the accounting department for invoicing. Invoices are audited before being sent to the client for payment.

Support for Evaluation, Measurement and Verification (EM&V)

ARCA assists with EM&V in the following ways:

- Ensuring that program data tracking system meets EM&V reporting requirements
- Facilitation of the transfer of program data to the utility's EM&V contractor
- Assistance in the design of the EM&V protocols and plan
- Call center recruitment of customers for in-home appliance energy monitoring
- Collection of appliances designated for testing
- Delivery of designated appliances to the testing facility
- Collection of tested appliances for transport to ARCA's recycling center for processing

Employee and Subcontractor Audits

In addition to annual performance reviews, the following audits are completed to evaluate employee and subcontractor performance:

- Unscheduled, blind audits of drivers.
- Periodic checks of motor vehicle records for drivers performed by human resources department.
- Periodic checks of criminal records as required by utility contract.

SCOPE OF WORK

Information Technology (IT) and Security

- Appliance Turn-In Order (ATO) system developed to serve as backbone and data repository for all aspects of program delivery
- Proprietary software programmed by ARCA employees
- Secure, real time 24/7 access to program data
- ATO programming customized to program requirements
- Tracking and recording of appointments, collection, deliveries and appliance data
- Reporting functions based on ATO data
- Data security measures in place to ensure program and consumer data is kept confidential, including password update requirements
- ARCA's security information policy updated annually
- Databases reside in a secure, private, locked server center
- Backup, redundancy and disaster recovery procedures in place

The Appliance Turn-In Order (ATO) System

ARCA leads the appliance recycling industry by offering its utility clients an innovative and comprehensive software package to track, monitor and evaluate appliance programs. ARCA's proprietary ATO data management system was specifically designed for the energy efficiency industry.

ARCA's ATO system, including dashboard access collects and displays data in a real-time format for program management monitoring. Clients may have multiple user IDs and passwords set up to access and monitor program statistics. Each user ID includes access to real-time reports and customer order lookup functions.

The web-based ATO system allows operation and data management throughout the entire program cycle, from order entry to invoicing, in one application. It features secure data reporting available 24/7 to utility program managers, including an account verification tool. ARCA developed and has evolved the ATO system to keep pace with client requests and regulatory changes.

Application and Database

ARCA's ATO system application is a proprietary software platform. The system is built using Java and Cold Fusion software and a MySQL 5.5 database engine. The MySQL engine is the



most widely-used open source database engine that is used by companies such as Yahoo! Finance, NASA, and the Associated Press. Java and Cold Fusion create a software system that is flexible and allows for adaptations to customer specific requirements.

The ATO system allows for the tracking of appliance orders and includes fields to record appliance type, make, color and size. The ATO allows for a limited number of custom data attributes that can be customized to utility-specific requirements.

The ATO system contains an incident logging system that allows management of customer compliments and complaints. This includes the type of incident and date, resolution plan and post-resolution follow up.

Data Security

ARCA's ATO server is secure at physical and virtual levels. The servers are housed in a secure, off-site, co-location center (SAS 70 type II) with power protection via an uninterruptible power supply (UPS). System hardware is housed in locked racks and is protected by a firewall that is monitored for unauthorized access.

Access to the ATO system is granted by ARCA management. The personnel list is monitored and audited quarterly. Passwords for approved users require a minimum of six alphanumeric characters with at least one alpha and one numeric character. The password is required to be changed every ninety days. ARCA's *Security Information Policy* is updated yearly and examined by Sarbanes-Oxley auditors to ensure compliance.

ARCA uses Secure File Transfer Protocol (SFTP) or PGP encryption for the transfer of sensitive data, such as customer information. Other methods for sending encrypted data back and forth are supported on an as-needed basis. Public-facing web pages that collect customer information operate through a Secure Socket Layer (SSL).

Customer Data Confidentiality and Ethics

Consultant agrees that information furnished by the City of Roseville ("City") shall be deemed proprietary and confidential, and all such foregoing information, to the extent previously, presently, or subsequently disclosed to Consultant or processed and derived by Consultant services is hereinafter referred to as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third parties. In recognition of the proprietary and confidential nature of such Confidential Information, Consultant agrees to treat the confidential Information as provided by the attached Non-Disclosure Agreement.

ARCA enforces a strict confidentiality policy regarding the use of the utility's database with customer information. ARCA's ATO system is designed to prevent access to customer data except during order entry. The database information is used solely by call center agents and dispatchers scheduling an appointment and closing the order. The database/information is not released to any outside party.



All employees and subcontractors are required to adhere to the following ARCA policies:

- Code of Business Conduct and Ethics Policy
- Employee Disclosure and Confidentiality Agreement
- Communications Systems Policy

Program Reporting

ARCA provides monthly, quarterly and/or annual reports as required by the utility. Reports include program data such as MWh savings, call center statistics, marketing results and other program metrics.

Depending on the type of program, ARCA can produce some or all of the following reports:

- Order lookup - details of specific ATO orders
- Activity summary report – overview of orders placed and appointments scheduled
- Pending orders – details of active orders
- Canceled orders summary – details on canceled orders
- Rescheduled orders – details on orders that have been rescheduled
- Zip code activity report – overview of activity by zip code
- Appliance types report – summary of appliance types billed and filtered by date billed
- Customer service feedback report - overview of program incidents and/or compliments
- Order overview report - detailed order overview including custom order information
- Missing account number entry – allows the utility to verify a customer's eligibility when not found in the provided customer database
- Marketing awareness report – overview of customer program awareness responses

Many programs require customized reports. ARCA provides the utility with a price quote before starting code development.



SCOPE OF WORK

Financial Management and Reporting

- Financial auditing and reporting
- Sarbanes-Oxley Compliance
- Invoicing
- Incentive processing

General Financial Management

ARCA uses several custom-designed software programs in its financial reporting systems. These proprietary programs are developed and updated by ARCA.

ARCA has operated as a public company since 1991. As a publicly traded stock registrant, we comply with the rules set forth by the Securities and Exchange Commission (SEC). Company operating results are subject to quarterly reviews and an annual audit by an independent registered public accounting firm.

As a registrant with the SEC, ARCA is required to report changes in disclosure controls and procedures on a quarterly basis. ARCA files an annual Management's Report on Internal Controls Over Financial Reporting in Form 10-K with the SEC.

Financial Auditing and Sarbanes-Oxley Compliance (SOX) Financial

As a publicly traded company that produces annual audited reports, ARCA's processes and systems are consistent with general accounting standards and are verified by independent audits.

Invoicing

ARCA invoices for completed and verified transactions only. The invoices include corresponding ATO numbers, details of fees and confirmation of appliance replacement and recycling. Crosschecking is performed before an order is closed to ensure accurate reporting and billing.



SCOPE OF WORK

Marketing

- Limited Support for Single-Family Customers
- Direct Outreach to Multifamily Building Owners/Managers
- Tracking and reporting

Single-Family Customers

Roseville Electric Utility will hold the primary responsibility of marketing to recruit single-family customers into the program. Roseville will send direct mail pieces, bill inserts, inform weatherization teams, etc. about this program. ARCA will provide limited support for single-family customers by providing best practice marketing tactics. If Roseville seeks ARCA to provide more than limited support, ARCA can add scope on a per project basis. ARCA has included optional pricing below to perform follow-up calls to single-family customers, if Roseville Electric Utility requests and authorizes in writing.

Multifamily Customers

ARCA will utilize a Roseville-provided customer list and perform direct phone & in-person outreach in efforts of enrolling projects into the pipeline. Roseville Electric Utility will create and print door hangers for ARCA to distribute, if necessary.



Appliance Replacement Program Participation/ Budget

Program Participation

- **FY2019 Refrigerators:** Approx. 400 refrigerators
- **FY2020 Refrigerators:** Approx. 400 refrigerators

Budget / Pricing

Low-Income Refrigerator Replacement Program:

For qualified low-income customers (both single-family and multifamily), ARCA will schedule, deliver and install the new refrigerator, haul-away and recycle the old refrigerator, and provide monthly reporting in a turnkey approach. Price below includes limited marketing support. Roseville will be responsible for developing and sending postcards/mailers to single-family residents. ARCA will be responsible for outreach to multi-family building owners.

Refrigerator Models / Pricing:

- **Setup Fee:**
 - **\$4,500 (one-time fee)**
 - Covers cost of IT setup, multifamily outreach script development and review, call center script development and training, etc.
- **Outreach to Multifamily Building Owners:**
 - **\$1,000 (monthly fee)**
 - Covers cost of doing outreach to multi-family building owners to enroll them in the program. ARCA will obtain a list of multi-family building owners/property managers from Roseville and perform outreach via phone and in-person informing them of the program. To perform this task, ARCA expects to use 8 hours per month x \$125/hr = \$1,000.00.
- **Optional: Outbound Calling to Enroll Single-family Customers**
 - \$4.00 (per outbound call performed)
 - If requested and authorized by Roseville Electric Utility in writing, ARCA will utilize a Roseville-provided customer list and perform direct phone outreach in efforts of enrolling customers into the pipeline. ARCA will invoice for each call performed to potential program enrollees, whether they enroll or not. Reporting will be provided each month summarizing calls made and conversion rates. ARCA will cap the customer outbound call attempts at 3 tries per customer.



- **Pre-Inspection Fee:**
 - Covers cost of inspecting homes (both single-family and multifamily) to measure existing appliance and ensuring the home meets all state and local building codes prior to refrigerator replacement.
 - **\$35.00 per home**
 - To be paid for each home that is inspected and determined to not qualify for the program.
 - **\$20.00 per home**
 - To be paid for each home that is inspected and determined eligible for the program.
- **15 Cubic Foot Refrigerator:**
 - Model/Make: **Frigidaire FFHT1514QW**
 - Configuration: Top Freezer
 - Color: White
 - ENERGY STAR: Yes - Tier 1 CEE
 - Annual Energy Use: 336 kWh
 - **Appliance Price (including turnkey service): \$583.10 per unit**
- **18 Cubic Foot Refrigerator:**
 - Model/Make: **Frigidaire FFHT1831QP**
 - Configuration: Top Freezer
 - Color: White
 - ENERGY STAR: Yes – Tier 1 CEE
 - Annual Energy Use: 363 kWh
 - **Appliance Price (including turnkey service): \$631.90 per unit**



Pricing/Product Notes:

- In addition to cost of appliance, price includes: scheduling collection/delivery dates, appointment confirmation, and all related toll-free lines; programming, IS services and set-up, administration, processing and reporting of program participant information; delivery, unloading, uncrating, setup and installation of new appliance in premises; removal and transport of old unit to ARCA's recycling facility; processing and recycling in compliance with all laws, including removal and recycling or destruction of hazardous components and materials, recycling of metals and other recyclable materials; and program accounting and auditing services.
- Prices above do not include tax. Taxable goods and services will be itemized on each invoice and charged as applicable. If Roseville Electric Utility has tax-exempt status, ARCA will need a copy of the exemption certificate.
- ARCA does not guarantee pricing of refrigerators for any length of time. Any price change must be mutually agreed upon by all parties and in writing.
- All appliances come with a standard one (1) year manufacturer's warranty. ARCA does not provide any additional warranty. If customer contacts ARCA regarding a warranty claim, ARCA will direct customer to manufacturer's warranty claim center.
- ARCA ensures each unit is operating before leaving the customer premises; ARCA is not liable for any food loss due to a malfunctioning unit.
- ARCA requires a lead time of at least 10 business days for initial orders. Models are subject to manufacturer availability. In the event that any appliance model is no longer available from the manufacturer, an ENERGY STAR® model of similar specifications will be provided after receiving client approval.
- Prices are for any purchase of a minimum of 16 refrigerators at a time for initial orders. All appliances proposed are white. Specification sheets are available, if requested.

The ARCA Organization

ARCA Recycling, Inc. is a wholly owned subsidiary of Appliance Recycling Centers of America, Inc. (ARCA, Inc). ARCA's management and program teams reflect extensive experience in the appliance recycling industry. ARCA provides a full spectrum of services related to the life cycle of household appliances. Learn more about the subsidiaries by visiting [ARCA Inc.com](http://ARCAInc.com).



Attached is a copy of a service agreement for your review and acceptance. Please review the company name, address, and contact information and notify me via email if any corrections need to be made. I will update the agreement prior to you signing the document.

Sign the agreement using the below signature guidelines. Alterations or modifications to the agreement are not allowed. Mail **two signed original** copies of the agreement to the address noted below. Faxes, photocopies, and electronic transmittals will not be accepted. Upon receipt of all necessary documents and City Council approval, the City will sign the agreements and return a fully executed original copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the service agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the Service Agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**

(1) A signature from the President and the corporate seal; or

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, Treasurer, or any Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are not corporate officer titles. The service agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A in this service agreement packet. The service agreement will not be considered active or valid until the necessary insurance documents have been received by Roseville's insurance compliance contractor, EBIX. Please contact EBIX customer service at (951) 652-4239 or roseville@ebix.com for any insurance related questions.

Service Agreement Return Address:
Purchasing, Loni Countryman
2005 Hilltop Circle
Roseville, CA 95747-9704



COUNCIL COMMUNICATION

CC #: 9438
File #: 0900-02

Title: Shadowbrook Lift Station and Force Main Phase 2 - Award of Construction Contract and Professional Services Agreement
Contact: Jonathan Cummings 916-774-5566 jcummings@roseville.ca.us

Meeting Date: 8/1/2018
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Approve award of a construction contract to Swan Engineering and authorize the Acting City Manager to execute this contract for the Shadowbrook Lift Station and Force Main Phase 2 Project (Project #143501) in the amount of \$291,078.00;
2. Adopt a resolution to approve a professional services agreement with Swan Engineering for Construction Management/Inspection for the Shadowbrook Lift Station and Force Main Phase 2 Project in the amount of \$27,309.00 and authorize the Acting City Manager to execute it. Additionally, authorize the Environmental Utilities Director or his designee to approve contract change orders for this project that could increase the Construction Contract amount by no more than 10% (\$29,108.00).

BACKGROUND

Phase 1 of the Shadowbrook Lift Station and Force Main Project included retrofit of the existing lift station and emergency storage construction. Those improvements were completed in April 2017. Phase 2 of the project includes the installation of 400 lineal feet of 6-inch force main across Dry Creek, to replace an aging 6-inch force main. All resource agency permits have been obtained and construction could begin in August 2018.

On May 23, 2018, the City Council approved the plans and specifications for Phase 2 of the Shadowbrook Lift Station and Force Main Project and authorized staff to advertise the project and accept bids from prospective bidders. Two bids were received and opened in the City Clerk's office on June 19, 2018. The bids were from W. M. Lyles Co. in the amount of \$533,500.00 and Swan Engineering, Inc. for: \$291,078.00.

A copy of the bid summary sheet is available in the City Clerk's office for review.

Environmental Utilities Department (EUD) staff determined that the bids were accurate and

responsive. EUD staff concluded that the lower bid was reasonable and that the Construction Contract should be awarded to the low bidder, Swan Engineering, Inc.

In order to obtain additional field inspection and construction management services for the Phase 2 construction, on May 15, 2018

Staff requested a letter proposal from four engineering consulting firms. Two proposals were received. The proposals were evaluated by EUD staff and ranked based on the criteria specified in the invitation. Staff determined that Water Works Engineers' proposal provided the best value relative to the services provided. Water Works Engineers will perform the following construction management/Inspection Services:

- Construction Management;
- Field Inspection;
- Permit Compliance; and
- Construction Close-out.

PUBLIC OUTREACH

To inform nearby residents, Staff prepared a project notice letter that was sent to all apartment units in the Shadowbrook Apartment Complex located at 400 Forest Knoll as well as fifteen (15) properties along East Street that are adjacent to the project site. The notice provided residents with a brief project description, work schedule, and information on what to expect during construction.

FISCAL IMPACT

Cost for the construction agreement, including a 10% contingency, plus the professional services agreement, is \$347,495.00 Funding for this project is from the Wastewater Rehabilitation Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

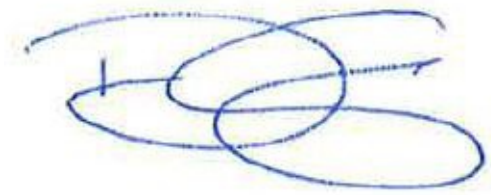
ENVIRONMENTAL REVIEW

Project implementation was previously evaluated in the Initial Study and Mitigated Negative Declaration (IS/MND) prepared for the Shadowbrook Lift Station and Force Main Project (SCH# 2016032076) (Adopted by the City Council June 1, 2016). The improvement plans included in the construction contract are consistent with the project evaluated in the adopted IS/MND so no additional CEQA action is required to award the construction contract or professional services agreement.

Respectfully Submitted,

Jonathan Cummings, Assistant Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-332

Swan Engineering Agreement

Resolution No. 18-333

Water Works Engineers, LLC Professional Services Agreement

RESOLUTION NO. 18-332

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SWAN ENGINEERING INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for the Shadowbrook Lift Station and Forcemain Phase 2 project, by and between the City of Roseville and Swan Engineering 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 Acting City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the Environmental Utilities Director or his designee is 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

A G R E E M E N T

THIS AGREEMENT, is made and entered into this ____ day of _____,
20____, by and between the City of Roseville, a municipal corporation, ("CITY"), and
Swan Engineering Incorporated _____, a California Corporation _____,
("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 23rd day of
May _____, 20 18, approved plans and specifications for the _____
Shadowbrook Lift Station and Forcemain Phase 2

and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the 19th day of June _____, 20 18; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published
in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid
with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is
hereby referred to and by this reference made a part hereof as fully as if set forth at length herein;
and

WHEREAS, all bids received pursuant to said notice were opened and examined and
publicly declared at the time specified in said advertisement for bids and at a meeting of the City
Council held on the ____ day of _____, 20____, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the Shadowbrook Lift Station and
Forcemain Phase 2

in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR Two Hundred and Ninety One Thousand and Seventy Eight dollars (\$ 291,078) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

- a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);
- b. The accepted bid;
- c. Plans and specifications (including standard construction specifications, special provisions and construction details);
- d. Bonds and insurance required by the specifications; and

e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 5,000 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 50 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE

Jonathan Cummings
Environmental Utilities - Engineering
2005 Hilltop Circle
Roseville CA, 95747

CONTRACTOR

Justin Swanson
Swan Engineering, Inc.
4470 Yankee Hill Road
Rocklin CA, 95677

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. INDEPENDENT CONTRACTOR. CONTRACTOR 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.

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

12. 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.

13. 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.

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

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 CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
Acting City Manager

Swan Engineering Inc, a
CA Corporation

BY: Justin Swanson
its: Justin Swanson, President
and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Richard O. Parker

Print Name: Richard Flecker

Title: Environmental Utilities Director

RESOLUTION NO. 18-333

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WATER WORKS ENGINEERS, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for construction management and inspection services for the Shadowbrook Lift Station and Force Main Phase 2 project, by and between the City of Roseville and Water Works Engineers, 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 Acting 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

PROFESSIONAL SERVICES AGREEMENT

Shadowbrook Lift Station and Force Main Phase 2 Project

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation ("CITY"), and Water Works Engineers, LLC, an Arizona limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of construction management and inspection services for the Shadowbrook Lift Station and Force Main Phase 2 Project; and

WHEREAS, CONSULTANT has prepared a proposal dated May 23, 2018, 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 "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed twenty-seven thousand, three hundred nine dollars (\$27,309).

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.

COVERAGE

LIMITS OF LIABILITY

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. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or

expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

Richard D. Plecker
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Mike Fisher, P.E.
Water Works Engineers, LLC
1322 Blue Oaks Blvd., Suite 300
Roseville, CA 95678

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

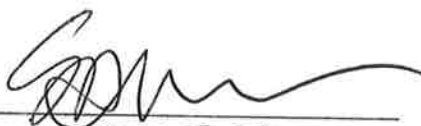
20. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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.

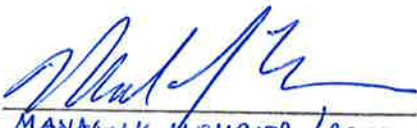
CITY OF ROSEVILLE, a
municipal corporation

WATER WORKS ENGINEERS, LLC, an
Arizona limited liability company

BY: _____
DOMINICK CASEY
Acting City Manager

BY: 
its: PRINCIPAL

ATTEST:

and
BY: 
its: MANAGING MEMBER/PRINCIPAL

BY: _____
SONIA OROZCO
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT "A"



WATERWORKS

E N G I N E E R S

May 23, 2018

City of Roseville

Attn: George Hanson, P.E., Senior Engineer, Environmental Utilities - Engineering

City of Roseville

2005 Hilltop Circle

Roseville, CA 95747

RE: Scope of Services to Provide Construction Management/Inspection Services for the City of Roseville Shadowbrook Lift Station and Force Main Phase 2 Project

Water Works Engineers, LLC (Water Works or WWE) is pleased to submit our Scope of Services to Provide Construction Management/Inspection Services for the Shadowbrook Lift Station and Force Main Phase 2 Project. Water Works is an Arizona LLC. Our Project Manager for the requested services shall be Mike Fisher, P.E. We respectfully request that payment for services rendered be sent to our Scottsdale, AZ office, Attn: Accounts Payable. Contact information for our Roseville, CA and Scottsdale, AZ offices are provided below.

Project Manager / Principal-in-Charge

Michael J. Fisher

Water Works Engineers

1322 Blue Oaks Blvd., Suite 300

Roseville, CA 95678

O 916-277-9027

C 916-521-9200

mikef@wwengineers.com

Payment Contact

Attn: Accounts Payable

Water Works Engineers

7500 North Dobson Rd., Suite 200

Scottsdale, AZ 85256

O 480-661-1742

ap@wwengineers.com

If you have questions or need additional information, please feel free to contact Mike Fisher. We look forward to working with the City and the selected Contractor to deliver this project smoothly and efficiently.

Very Truly Yours

WATER WORKS ENGINEERS, LLC

Mike Fisher, P.E., Project Manager/Technical Lead

Water Works Engineers, LLC Managing Member/Principal

Roseville Office Manager; mikef@wwengineers.com; 916-521-9200 (cell)

SCOPE OF SERVICES

Water Works Engineers, LLC will perform the scope of work described in the Invitation for Letter Proposal, Shadowbrook Lift Station and Force main Project – Phase 2 according to the terms of payment outlined in the Agreement. The following assumptions were utilized to develop our cost estimate.

1. Construction Management services will commence with Pre-Construction Meeting (tentatively scheduled for August 6th, 2018)
2. Construction Management services will be complete upon Contractor submittal of FINAL reviewed and approved as-builts (assumed to be 45 days after work completed in the creek and all start-up and punch list items approved – estimated November 30th, 2018)
3. Task 1a. Construction Meetings and Coordination will include the following:
 - a. Qty 4 meetings:
 - i. Meeting 1 – Pre-Construction
 - ii. Meeting 2 – 1 week prior to commencing field work in the creek
 - iii. Meeting 3 – half way through field work in creek to review project progress
 - iv. Meeting 4 – approximately 1-2 week(s) after start-up and testing to discuss punch list items and project completion status
 - b. Meeting and coordination is assumed to require 4 hours per meeting (16 hours total).
4. Task 1b, 1C and 1D RFI, Submittal and Change Order Management coordination and tracking will include 2 hours per week over 8 weeks of construction activities (32 hours total).
5. Task 2 Field Inspection assumes full time onsite construction observation for compliance with Contract Documents for 12 working days at 8 hours per day plus 8 hours of field engineering QAQC oversight by senior level technical staff. (96 hours total).
6. Task 3 Permit Compliance will include receiving and forwarding permit compliance related documentation and correspondence between City Environmental subconsultant, Design Engineer, Owner and Contractor. It is assumed these activities will require minimal oversight (4 hours total).
7. Task 4a Oversight for testing and start-up will include onsite construction observation during start-up and testing activities for compliance with Contractor developed and Design Engineer/Owner approved start-up and testing plan. Hours assumes qty 2 days of half time (4 hours per day) construction observation of start-up and testing and 2 hours to develop and submit project closeout punch list (10 hours total).
8. Task 4b Coordinate final as-builts completion has been modified to cover unanticipated Construction Management and Field Engineering services related to potential unforeseen site condition changes. An additional budget allocation (in the amount quantified in the FEE section of this scope of services) has been included to cover these potential services. Budget will only be released as unanticipated tasks are identified and approved by the CLIENT in writing (26 hours total).

FEE AND PAYMENT

Payment for all project work shall be on a Time and Expense basis not to exceed \$27,309 without written consent from Client and invoiced in accordance with the Hourly Billing Rates in the following table. For a detailed breakdown of costs by task see attached Detailed Fee Estimate.

Classification	Title	Hourly Rate
AA	Administrative	\$99
E1	Staff Engineer	\$123
E2	Associate Engineer	\$151
E3	Project / Structural Engineer	\$170
E4	Senior Project Engineer / Manager	\$196
E5	Principal Engineer	\$228
I1	Field Inspector	\$133
I2	Senior Inspector	\$149
I3	Supervising Inspector	\$164
T1	CADD Tech 1	\$84
T2	CADD Tech 2	\$112
T3	CADD Tech 3	\$137

Notes:

1. No Mark-up will be applied to project related Direct Costs and Expenses.
2. An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services.
3. Rate effective through December 31, 2018. A 3% increase will be added for any services performed in each year thereafter.

EXHIBIT "B"

Water Works Engineers Fee Estimate

Client City of Roseville
 Project Construction Management/Inspection Services for the Shadowbrook Lift Station and Force Main Phase 2 Project
 Task Order No 1
 Prepared by Mike Fisher
 Date 5/23/2018



Hours and Fee																
Task Subtask	Task 1 - Construction Management		Task 2 - Inspection		Task 3 - Permits		Task 4 - Construction Close-out		PROJECT TOTALS							
	1a	1b, 1c, 1d					4a	4b								
Year	2018	2018	2018	2018	2018	2018	2018	2018	2018	2018						
Water Works Engineers	Classification	Title	2018	Hourly Rate	hrs	fee	hrs	fee	hrs	fee	hrs	fee	Permit Compliance			
	I1	Jon Roy, EIT	4	\$532	20	\$2,660	72	\$9,576	4	\$532	8	\$1,064	18	\$2,394	126	\$16,758
	E2	Tim Lewis, PE	4	\$604	8	\$1,208	16	\$2,416			2	\$302	4	\$604	34	\$5,134
	E4	Steve Hooper, PE	4	\$784	2	\$392	4	\$784							10	\$1,960
	E5	Michael Fisher, PE	4	\$912	2	\$456	4	\$912					4	\$912	14	\$3,192
Expenses		WWE Expenses (travel, printing, etc.)		\$125				\$50						\$90		\$265
	Subtask Totals		16	\$2,957	32	\$4,716	96	\$13,738	4	\$532	10	\$1,366	26	\$4,000	184	\$27,309

Project Total (Tasks 1-4a)	
Hours	158
Fee	\$23,309

Project Total (Tasks 1-4b)	
Hours	184
Fee	\$27,309



COUNCIL COMMUNICATION

CC #: 9437
File #: 0203-04

Title: Print Management Solution - Service Agreement
Contact: Traci Bringgold 916-774-5159 tbringgold@roseville.ca.us

Meeting Date: 8/1/2018
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the Acting City Manager to execute a service agreement between the City of Roseville and J.R.R. Enterprises, Inc. dba Caltronics Business Systems to provide copier lease and printing services for all City departments.

BACKGROUND

The City's printing contract with Ray Morgan Co. expired at the end of June 2018. The contract has been extended on a month to month basis up to December 2018. A Request for Proposal (RFP) process was followed to determine whether to continue with current vendor for the next three to five years or replace with a new vendor. The RFP expanded support beyond the 108 multi-function copiers to also include the networked HP LaserJet printers. Upon completion of the RFP process, J.R.R. Enterprises, Inc. dba Caltronics Business Systems was selected as the vendor that best satisfied the qualifications of the RFP.

FISCAL IMPACT

Total estimated cost for this service is \$180,000.00 per year. Funding is provided by the operating budgets for all City departments and are a combination of General Funds and Enterprise Funds. The total cost of the contract over 5 years will not exceed \$900,000.00. Funding of \$180,000.00 in FY2019-20, FY2020-21, FY2021-22 and FY2022-23 will be included in citywide department budgets and continuation of services will be contingent upon budget approval each year.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

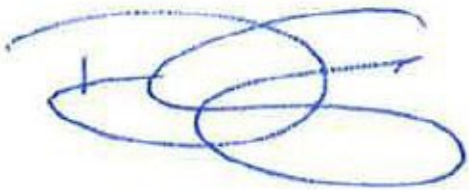
ENVIRONMENTAL REVIEW

The California Environmental Quality ACT (CEQA) does not apply to activities that will result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 15061(b)(3)). Copier lease and printing services do not include the potential for a significant environment effect, and therefore is no subject to CEQA.

Respectfully Submitted,

Traci Bringgold, Client Services Supervisor

Hong Sae, Chief Information Officer

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-331

service agreement

RESOLUTION NO. 18-331

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND
J.J.R. ENTERPRISES, INC. DBA CALTRONICS BUSINESS SYSTEMS, AND
AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a service agreement (S1904069) for Print Management Solution, between
the City of Roseville and J.J.R. Enterprises, Inc. dba Caltronics Business Systems, has been
reviewed by the Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said service agreement is approved and that the Acting 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
_____, 2018, 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

SERVICE AGREEMENT

No: **S1904069**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1817405 DATE: 6/29/18

SUBMIT ALL INVOICES TO:

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

Contractor No.: V41796
Telephone No.: 916-361-5300 Fax:
Email address: bryantd@caltronics.net
Contractor: J.J.R. ENTERPRISES, INC.
dba CALTRONICS BUSINESS SYSTEMS
ATTN: DARON BRYANT
10491 OLD PLACERVILLE ROAD
SACRAMENTO, CA 95827

Department: IT/CLIENT SERVICES

Acct. Code: VARIOUS

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/23	Approved by Risk Mgt.	TRACI BRINGGOLD

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #12-001 TITLED PRINT MANAGEMENT SOLUTION AND CONTRACTOR'S INITIAL PROPOSAL THERETO TITLED CITY OF ROSEVILLE RFP-PRINT MANAGEMENT SOLUTION AS FURTHER CLARIFIED IN CALTRONICS STATEMENT OF WORK DATED 6/25/18 VERSION 2. THE TERMS AND SCOPE OF WORK OF PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT TRACI BRINGGOLD AT 916-774-5159 FOR QUESTIONS REGARDING THIS CONTRACT.

Total Cost of Service: \$ **900,000.00**

ATTENTION: Total cost of service not to exceed the agreement 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" and Attachment "A".

Roseville Business License No.: 00801220 Contractor License No.: NA DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____

Dominick Casey, Acting City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. 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.
2. Consultant 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 Consultant 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 Consultant is given thirty (30) days' written notice. City's termination shall be without further liability to City, however Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
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 Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.
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 Consultant 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. 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.
- 10c. Additional Insureds. Consultant 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 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.

- 10d. Cancellation/Modification. Consultant 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. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultant's work. Furthermore, Consultant shall require its subconsultants 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 subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant 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. 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 sub consultants.
- 10i. 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.
- 11. Consultant shall comply with all federal, state, local laws, ordinances and policies 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.
- 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. For purposes of this Agreement, the terms "Contractor" and "Consultant" are used interchangeably.
18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.
20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.
21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.
22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.

23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.
24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. If the project referenced on this service agreement is a Public Works project, then the following shall apply: 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.
26. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.
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A FLEX TECHNOLOGY GROUP Company



Caltronics Statement of Work Prepared for

*City of Roseville
Managed Print Services*

Prepared By:

Caltronics Business Systems
10491 Old Placerville Road, Suite 150
Sacramento, CA 95827
916-361-5300

Date: 06/25/2018
Author: Adam Carter, Project Manager
Version: 2.0

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1 Objectives

City of Roseville is engaging Caltronics Business Systems Services to provide managed print services which will include but not limited to the following:

1. Provide detailed assessment of the complete fleet of machines
 - a. FMAudit*
 - b. Device discovery & device mapping of all sites
 - c. Detailed machine list
 - d. Detailed machine cost of operation
 - e. Cost comparison reports
 - f. Recommendations of best practice
 - g. Environmental impact reporting
2. Provide service for Canon, Konica Minolta & HP LaserJet networked printers
3. Provide PaperCut Pro – Print Management Software
4. Provide detailed pricing for all equipment & service
5. Provided quarterly & annual reporting
6. Provide Security Setting Options

*FMAudit- is a data collection tool that automatically performs print assessments, monitors consumable levels and printer status. This application is installed at the customer site and can perform print assessments automatically on a scheduled basis without human intervention. The data captured is sent to the Central website using HTTPS or HTTP.

This document outlines the Scope of Work for the assessment, installation, training and service of the current and new Multi-function devices & printers.

1.1 Project Objectives

Caltronics Business Systems will perform a site assessment for all locations for the City of Roseville. Based on the data gathering Caltronics Business Systems will consult with the City of Roseville on best practice for machine placement, machine relocation or removal, detailed average volumes and cost savings opportunities.

The remainder of this statement of work documents the services and deliverables to be provided by Caltronics Business Systems.

2 Scope of Services

The following section defines the areas that are in and out of scope for this project. Any areas that are not defined as "in scope" are specifically "out of scope." Items defined in the "out of scope" section are presented for clarity.

In Scope Activities:

Experienced Caltronics Business Systems personnel will work closely with the City of Roseville staff to manage the assessment of all HP LaserJet networked printers, existing Canons, installation of the new Konica Minolta Multi-function devices and installation and configuration of the PaperCut Pro Software. During this engagement, Caltronics Business Systems will:

1. Assign a project manager to manage this effort and conduct meetings as necessary and as mutually agreed upon, including status meetings and timely meeting minutes.
2. Install & Configure FMAudit

3. Provide full service for Konica Minolta, Canon, HP LaserJet network printers, Brother and Lexmark devices. – Please see attachment B for full Service SLA.
4. Provide machine dimensions, space requirement and electrical requirements for each device
5. Develop a detail floor map design of all current equipment and advised new machine placement.
6. Provide detailed reporting to include but not limited to (month and quarterly averages, service history, total cost of operation, cost saving opportunities, environmental impact).
7. Provide current and correct print drivers for all new Bizhub Multi-function devices for each Operating System needed.
8. Install & configure PaperCut Pro Software. For a more in-depth information on PaperCut Pro please see attachment C.
9. Provide knowledge transfer of the PaperCut Pro software.
10. Install and configure all fax kits if needed.
11. Configure the security settings on each BizHub MFD.
12. Configure and set appropriate machine defaults.
13. Configure and test vCare connection
14. Perform performance test: print, scan, copy & fax
15. Provided training for all new devices and PaperCut Pro software to all end users.
16. Obtain The City of Roseville signoff on the Installation Acceptance.
17. If a machine is to be removed from the City of Roseville's premise Caltronics will remove the machine's hard drive and give it to the City of Roseville IT Department. There is zero cost for machines that are removed and are to be recycled however, if a machine is to be removed and returned to a leasing company a new hard drive will need to be installed for a small fee of \$250.00 per hard drive.
18. Integration to RightFax via scan to fax such as 9168697001@cityofroseville.com

Out of Scope Activities:

Any activities not listed above including, but not limited to the following:

1. These services do not constitute legal advice.
 2. Any installation, configuration or testing of hardware or software not specifically described in this SOW.
 3. Load testing or performance benchmarking relative to the solution deployed in this SOW.
 4. Installation/Configuration of components other than FMAudit, Konica Minolta BizHub, Canon or PaperCut Pro software.
 5. Any activities relative to disaster recovery or business continuity planning, execution of disaster recovery backups, recovery or validation activities, or formal backup/recovery procedures or documentation.
 6. Maintaining/Archiving security passwords and or security settings on any Konica Minolta BizHub Devices.
 7. Any OS application or hardware tuning, troubleshooting or maintenance steps including patches, upgrades and/or installations/re-installations.
 8. Any CPU, server, or mid-range host monitoring and console operations.
 9. Troubleshooting, performance tuning, or configuration of the client's messaging environment.
 10. Network (LAN or WAN) support of day to day operations, resolution of network connectivity or security access issues.
-

11. Caltronics Business Systems will not be responsible for the performance of any third party products in the client environment, including but not limited to the following software: database management, data collection agents, application and web server, operating system, backup/restore, or clustering/high availability.
12. Installation, certification or configuration, support of electrical, network, telecommunications, cabling infrastructure and components or any environment not described in the SOW.
13. Modification to any customer's application software.

3 Project Approach

Caltronics Business Systems will provide a step by step process to deliver the installation, configuration and training which will be outlined below.

3.1 Initiation and Planning

3.1.1 Site Assessment

Project Implementation includes performing a detailed assessment of the current location(s) to determine machine placement, workflow and security measures.

Activities:

1. Assessment Meeting – Caltronics Business Systems project team that includes Executive Sales and Lead Project Manager will meet with Customer's project team to set expectations, walk the complete facility and set goals for the project
2. Network and Security Settings Meeting - Caltronics Business Systems project team that includes Executive Sales and Lead Project Manager will meet with Customer's project team and IT Department to determine what is required for the City of Roseville network and security measures

Deliverables:

1. Site – Assessment (floor maps, device placement & configuration, space requirements & electrical requirements)
2. Network and Security Settings Meeting (IP / Network Configuration and Bizhub Security Settings)
3. PaperCut Pro & Print Driver configuration & deployment strategy
4. Installation of new equipment outlined based on City of Roseville timeline.
5. Training Schedule based on delivery timeline

Assumptions:

1. The City of Roseville will provide necessary access to all City of Roseville facilities and will allow Caltronics the time to properly outline the required floor maps. The City of Roseville personnel will be made available to discuss, configuration required, anticipated volumes, required turnaround times, location of equipment and planning for future implementation steps.
 - a. IT Hardware and Network personnel
 - b. System Administrator
 - c. Business Analyst(s)

- d. Customer's Project Manager
- e. Business Unit Managers
- 2. The City of Roseville will complete the Caltronics installation worksheet.
- 3. The City of Roseville will provide Caltronics Business Systems administrative access to the print server to install and configure PaperCut Pro, print drivers and scanning locations.
- 4. The City of Roseville will create a default service account / scan user with write access to network folders if utilizing SMB scanning.
- 5. The City of Roseville will provide Caltronics Business Systems the username and password of the new service account / default scan account when utilizing SMB scanning.
- 6. The City of Roseville will be responsible for configuring the SMB scanning locations within Active Directory, on the Server(s) and local workstations if required.
- 7. The City of Roseville will provide a sample security card (HID, iOproxy) for testing for the PaperCut Pro software. During the assessment process Caltronics will confirm with each Department whether or not they would like to add the card reader to their machine.

3.2 Execution

3.2.1 Machine & PaperCut Pro Configuration & Installation

- 1. Configure each Bizhub MFD with the proper machine configuration and security settings.
- 2. Caltronics will install and configure the PaperCut Pro Software (see attachment C for more details).
- 3. Caltronics to configure vCare system and test communication for Bizhub Copiers.
- 4. Caltronics will install and configure data collection agent "FMAudit" for automatic meter collection, auto-toner replenishment and device management. FMAudit be configured to collect data from all HP LaserJet Network Printers, existing Canons and Konica Minolta devices.
- 5. Caltronics will re-sticker each Canon that is to remain on site for service.
- 6. Caltronics will sticker all HP LaserJet Networked printers.

Assumptions:

- 1. The City of Roseville will provide instructions to Caltronics for current machine removal (recycling, lease return, move to storage area).
 - 2. The City of Roseville is responsible for the performing a re-write/data clear and or hard drive removal of all current equipment being removed from the fleet.
 - 3. It is expected that the City of Roseville will supply properly pre-configured server and/or workstations.
 - 4. The City of Roseville will provide Administrative access to print server and workstation for print driver installation.
 - 5. Caltronics Business Systems personnel will only be installing and configuring PaperCut Pro software, print drivers, fax drivers and data collection agent. Caltronics Business Systems will not be performing any installation or configuration of hardware, operating systems, ancillary software or network components.
 - 6. Client workstations are configured, connected and ready for the print drivers to be installed.
-

7. All network outlets at the machines are live and attached to the appropriate switch.
8. All fax lines are active and are functioning properly if required.
9. The Customer will provide a work area for the consultants while on site. This work area should include access to the network and the relevant servers, printer access, access to the Internet (to support a Virtual Private Network connection) and a working telephone.
10. The City of Roseville will ensure that all passwords, systems access, knowledgeable technical personnel, and subject matter experts are available to Caltronics Business Systems as needed to complete this engagement.

3.2.2 Administrative Training

Caltronics will perform administrative training to all required end users on machine configurations and machine management.

Activities:

1. Provide training for system administrators indicating administration and troubleshooting for normal production operations and to provide training of Caltronics Business Systems service process.

Deliverables:

1. Training session executed between Caltronics Business Systems and the City of Roseville.

Assumptions:

1. This training is a basic high-level overview of the system and not intended as a replacement for formal Bizhub operational training.
2. Administrator has the option of attending the standard training by Caltronics related to the overall standard operating functions of the BizHub MFD.
3. Proper personnel are available for Administrative Training.
 - a. System Administration
 - i. System Administrator
 - ii. Business Unit Production Supervisors (Optional)
4. There are no formal documents supplied as part of this training. Additional resources are available through Customer's Service Support.

3.3 Closure

3.3.1 Project Completion

The Caltronics Business Systems Project Manager will complete a final walk through and schedule a review with the City of Roseville. At this time any additional requirements, outstanding issues and or changes will be outlined and documented.

Activities:

1. Final walk through, updated floor maps presented
 2. Outline additional requirements, outstanding issues and or changes
 3. Time line to make adjustment to the fleet per request listed during the review.
 4. Obtain customer's final approval that the project is complete
 5. Schedule Quarterly meetings for the remaining term of the contract
-

-
6. Provide detailed machine list of all equipment under contract.

4 Project Management and Governance

Throughout the course of the project, the Caltronics Business Systems Project Manager will proactively manage and control the scope, risks of the project as well as direct the work of the Caltronics Business Systems resources.

The Caltronics Business Systems Solutions team will provide regular delivery oversight and become actively engaged should the occasion arise that senior management is required to resolve issues that cannot be resolved by the project team on the ground.

5 Project Timeline

To be determined based on total equipment replacement/relocation requirements.

<u>Description</u>	<u>Date</u>	<u>Time Required</u>	<u>Personnel Req.</u>
SOW	6/12/18		Caltronics Managed Print Specialist Team

**dates and times are estimated*

6 Pricing

6.1 For pricing please see attachment A.,

- Equipment Pricing
- Copy of Lease Contracts
- PaperCut Pro Pricing will be finalized upon completion of assessment of current fleet and confirmed new machine count. Current proposed PaperCut Pro pricing is attached.
- Please see attached HP LaserJet Network Printer Pricing by model of current assets

7 Service SLA

7.1 Included Items under the Caltronics Service Contract

1. All parts, supplies & technicians time
2. Free loaner of equal or greater capability in the event that it cannot be repaired onsite.
3. Caltronics will guarantee an average response time of 2-4 hours per service call.
4. Caltronics will guarantee a monthly average uptime of 95% for the fleet of machines. The uptime percentage will include all Konica Minolta, existing Canons and HP LaserJet printers. If within a given month, the uptime percentage drops below 95%, then that monthly invoice in total will be reduced by 25%.
5. Service excludes paper and staples
6. Caltronics will relocate equipment for the City of Roseville free of charge.
7. Business hours: Monday through Friday 7am – 5pm excluding major holidays.
8. Cost for service outside normal service hours is \$150.00 per hour, portal to portal.

7.2 City of Roseville Service Agreement

Caltronics agrees to the terms and conditions outlined in the City of Roseville Service Agreement. Please see attachment B.

7.3 Service Escalation

Service rates will be locked for the first 3 years an escalation of no more than 5% will be applied to year 4 and to year 5.

8 PaperCut Pro Detailed Outline

8.1 Please see attachment C

1. PaperCut Pro User Licensing is based on tiered pricing. The City of Roseville will be provided the same discount if adding additional users to the account. Additional discounts will be given as the City of Roseville moves to the next tier.
2. Papercut Pro Embedded Licensing is based on tiered pricing. The City of Roseville will be provided the same discount if adding additional embedded licenses. Additional discounts will be given as the City of Roseville moves to the next tier.

TERMS AND CONDITIONS:

STATEMENT OF WORK
BETWEEN Caltronics Business Systems AND CITY OF ROSEVILLE

CUSTOMER INFORMATION			
JOB NUMBER:		ACCOUNT MANAGER:	
DELIVERY MANAGER		SOLUTION PRINCIPAL:	
BILLING INFORMATION		SITE INFORMATION	
COMPANY:	City of Roseville	COMPANY:	
ADDRESS:		ADDRESS:	
CONTACT:		CONTACT:	
PHONE:		PHONE:	
FAX:		FAX:	
E-MAIL:		E-MAIL:	
WORK DESCRIPTION: (Provide brief summary of work to be performed. The detailed description should be in the next section.)			
Caltronics to provide Managed Print Services for current networked printers, Canon Multi-function devices, Konica Multi-function devices and installation of PaperCut Pro.			
ESTIMATED START DATE:			
Note: CALTRONICS BUSINESS SYSTEMS <u>WILL NOT</u> provide consulting services unless a signed Statement of Work and a valid purchase order are provided.			

CALTRONICS BUSINESS SYSTEMS:

City of Roseville

By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____

Note: Please email this completed document to the attention of: Adam Carter

CALTRONICS BUSINESS SYSTEMS
Adam Carter – Special Project Manager
cartera@caltronics.net
916-869-7001cell

10491 Old Placerville Rd. Suite 150
Sacramento, CA 95747



A FLEX TECHNOLOGY GROUP Company



Canon & HP LaserJet Printer Cost Per Print (CPP) Pricing

Model	B/W OEM CPP	Color OEM CPP
Canon Service for all Models	\$0.0060	\$0.05
HP Color LaserJet 2605dn	\$0.03500	\$0.13
HP Color LaserJet 4350	\$0.01186	-
HP Color LaserJet 4650	\$0.01800	\$0.06
HP Color LaserJet 4700	\$0.01249	\$0.04264
HP Color LaserJet 5500	\$0.014	\$0.065
HP Color LaserJet 5550	\$0.014	\$0.065
HP Color LaserJet CP4525	\$0.01	\$0.06
HP Color LaserJet CP5520	\$0.01942	\$0.06685
HP Color LaserJet M452dn	\$0.02789	\$0.1315
HP Color LaserJet M553	\$0.011	\$0.05
HP Color LaserJet M750	\$0.01383	\$0.04492
HP LaserJet 4050	\$0.012	
HP LaserJet 4200	\$0.01052	
HP LaserJet 4250	\$0.00726	
HP LaserJet M401n	\$0.01671	
HP LaserJet M402n	\$0.02039	
HP LaserJet M426fdn	\$0.02039	
HP LaserJet M451dn	\$0.01915	\$0.07815
HP LaserJet M506	\$0.01	
HP LaserJet M551	\$0.01129	\$0.04631
HP LaserJet M601	\$0.01385	
HP LaserJet M604	\$0.01377	
HP LaserJet P2055dn	\$0.01361	
HP LaserJet P3015	\$0.01218	
HP LaserJet P4015	\$0.00859	
HP LaserJet Pro M501dn	\$0.01	

*To be placed under service the Canon & HP LaserJet Printer must be operational and in good working condition. If the device is non-operational Caltronics will provide a quote to fix the problem(s).

[illegible]



Vizient- MedAssets
PE 0210146R011018

Item Number	Item Description	Purchase Price	36 Mo FMV Lease	48 Mo FMV Lease	60 Mo FMV Lease	Tier 1 & 2 Service & Supplies Cost Per Copy
A66V011	bizhub 368e COPIER/PRINTER Standard with: 36 pages per minute; Dual Doc Feeder; Mobile Print; 2x500 Sheet Universal Trays; Printing up to 12"x18" full bleed; Scanning/Copying up to 11" x 17"; Scan to Email, SMB, FTP; Scan to USB; Scan to WebDAV; Scan to DPWS; Network TWAIN Scan; Built-in Empower® print system, universal print drivers PCL & Post Script	\$ 2,375.32	\$ 73.16	\$ 56.77	\$ 47.03	0.00612
PAPER SUPPLY OPTIONS: Select one						
A2XM019	PC-410 Large Capacity Cassette (2,500 sheets/Letter size only)	\$ 380.00	\$ 11.70	\$ 9.08	\$ 7.52	
A2XMY08	PC-210 2-way Paper Feed Cabinet (2 x 500-sheet universal tray)	\$ 357.00	\$ 11.00	\$ 8.53	\$ 7.07	
A2XMY07	PC-110 Paper Feed Cabinet (500-sheet universal tray + storage)	\$ 260.00	\$ 8.01	\$ 6.21	\$ 5.15	
7640018680	DK-510 Enhanced Copy Desk (Storage only)	\$ 83.49	\$ 2.57	\$ 2.00	\$ 1.65	
A87VW11	LU-302 Large Capacity Unit (3,000 sheets/Letter size only)	\$ 508.00	\$ 15.65	\$ 12.14	\$ 10.06	
OUTPUT OPTIONS:						
A2YVWY2	JS-506 Job Separator	\$ 143.00	\$ 4.40	\$ 3.42	\$ 2.83	
A2YUWY2	FS-533 Finisher (50-sheet inner staple finisher)	\$ 466.00	\$ 14.35	\$ 11.14	\$ 9.23	
A87GWY3	FS-536 Finisher (50 Sheets)	\$ 487.00	\$ 15.00	\$ 11.64	\$ 9.64	
A87JWY2	RU-513 Relay Unit	\$ 75.00	\$ 2.31	\$ 1.79	\$ 1.49	
A87GWYE	FS-536SD Finisher	\$ 899.50	\$ 27.70	\$ 21.50	\$ 17.81	
A3EUW12	PK-519 Punch Kit (2/3 hole - for FS-533)	\$ 167.00	\$ 5.14	\$ 3.99	\$ 3.31	
A3ETW11	PK-520 2/3 Hole Punch Unit (FS-534 or FS-536)	\$ 167.01	\$ 5.14	\$ 3.99	\$ 3.31	
FAX OPTIONS:						
A883012	FK-514 Fax Kit (Supports 1st & 2nd fax line - no mount kit required)	\$ 406.00	\$ 12.50	\$ 9.70	\$ 8.04	
MISC. OPTIONS:						
7640006869	External Keyboard	\$ 75.42	\$ 2.32	\$ 1.80	\$ 1.49	
A4NRWY1	KH-102 Keyboard Holder	\$ 41.00	\$ 1.26	\$ 0.98	\$ 0.81	
A64TWY3	KP-101 Keypad	\$ 38.00	\$ 1.17	\$ 0.91	\$ 0.75	
A0W4WY3	WT-506 Working Table	\$ 29.55	\$ 0.91	\$ 0.71	\$ 0.59	
XGPCS15DKM	ESP Diagnostic Power Filter 120V/15A	\$ 156.75	\$ 4.83	\$ 3.75	\$ 3.10	
7640013463	CS-1 Convenience Stapler	\$ 180.66	\$ 5.56	\$ 4.32	\$ 3.58	
	CS-1 Convenience Stapler	\$ 180.66	\$ 5.56	\$ 4.32	\$ 3.58	
A6VF011	bizhub 4050 (Desktop MFP) Standard with: 42 pages per minute; Duplex; Mobile Print; Tray (Up to Legal); Scan to Email, SMB, FTP; Scan to USB; Scan to WebDAV; Scan to DPWS; Network TWAIN Scan; Built-in Empower® print system, universal print drivers PCL & Post Script	\$ 1,420.10	\$ 43.74	\$ 33.94	\$ 28.12	0.0075
PAPER SUPPLY OPTIONS:						
A63Y0Y1	PF-P11 Cassette 250P	\$ 66.74	\$ 2.06	\$ 1.60	\$ 1.32	
A6440Y1	PF-P12 Cassette 550P	\$ 102.00	\$ 3.14	\$ 2.44	\$ 2.02	
9967002761	DK-P02 Copy Desk	\$ 89.71	\$ 2.76	\$ 2.14	\$ 1.78	
OUTPUT OPTIONS:						
A6VHWY1	Finisher FS-P02	\$ 162.26	\$ 5.00	\$ 3.88	\$ 3.21	
FAX OPTIONS:						
A6EDW11	FK-512 Fax Kit	\$ 71.70	\$ 2.21	\$ 1.71	\$ 1.42	
A6VGWY1	Mount Kit MK-P03	\$ 20.75	\$ 0.64	\$ 0.50	\$ 0.41	
MISC. OPTIONS:						
A6XYWY1	Keypad KP-P01	\$ 114.40	\$ 3.52	\$ 2.73	\$ 2.27	
XGPCS15DKM	ESP Diagnostic Power Filter 120V/15A	\$ 156.75	\$ 4.83	\$ 3.75	\$ 3.10	
7640013463	CS-1 Convenience Stapler	\$ 180.66	\$ 5.56	\$ 4.32	\$ 3.58	
PTLSA	Paper Tray Lock	\$ 46.00	\$ 1.42	\$ 1.10	\$ 0.91	
A6EU011	bizhub 458e COPIER/PRINTER Standard with: 45 pages per minute; Dual Doc Feeder; Mobile Print; 2x500 Sheet Universal Trays; Document Feeder Holds up to 300 sheets of Paper; Scans up to 240 Pages Per Minute in Color and B/W; Printing up to 12"x18" full bleed; Scanning/Copying up to 11" x 17"; Scan to Email, SMB, FTP; Scan to USB; Scan to WebDAV; Scan to DPWS; Network TWAIN Scan; Built-in Empower® print system, universal print drivers PCL & Post Script	\$ 2,909.35	\$ 89.61	\$ 69.53	\$ 57.61	0.00595
PAPER SUPPLY OPTIONS: Select one						
A9HF013	PC-415 Large Capacity Cassette (2,500 sheets/Letter size only)	\$ 380.21	\$ 11.71	\$ 9.09	\$ 7.53	
A9HFWY2	PC-215 2-way Paper Feed Cabinet (2 x 500-sheet universal tray)	\$ 357.30	\$ 11.00	\$ 8.54	\$ 7.07	
A9HFWY1	PC-115 Paper Feed Cabinet (500-sheet universal tray + storage)	\$ 260.21	\$ 8.01	\$ 6.22	\$ 5.15	
7640018680	DK-510 Enhanced Copy Desk (Storage only)	\$ 83.49	\$ 2.57	\$ 2.00	\$ 1.65	
A9EFW11	LU-207 Large Capacity Unit (2,500 sheets/Letter, Legal, Ledger and 12"x18")	\$ 951.62	\$ 29.31	\$ 22.74	\$ 18.84	
A87VW11	LU-302 Large Capacity Unit (3,000 sheets/Letter size only)	\$ 508.00	\$ 15.65	\$ 12.14	\$ 10.06	
OUTPUT OPTIONS:						
A87HWY1	FS-537 Finisher (100 Sheets)	\$ 1,077.77	\$ 33.20	\$ 25.76	\$ 21.34	
A87JWY2	RU-513 Relay Unit	\$ 75.00	\$ 2.31	\$ 1.79	\$ 1.49	
A87HMYA	FS-537SD Finisher	\$ 1,701.94	\$ 52.42	\$ 40.68	\$ 33.70	
A99KW11	PK-523 Punch Kit For Fs-537	\$ 245.96	\$ 7.58	\$ 5.88	\$ 4.87	
A4MDWY1	OT-506 Output Tray	\$ 31.64	\$ 0.97	\$ 0.76	\$ 0.63	
A10CWY2	JS-602 Job Separator Tray	\$ 142.59	\$ 4.39	\$ 3.41	\$ 2.82	
A63GWY1	ZU-609 Z Folding Unit For Fs-537	\$ 1,858.89	\$ 57.25	\$ 44.43	\$ 36.81	
A8C6WY1	PI-507 Post Insert For Fs-537	\$ 317.21	\$ 9.77	\$ 7.58	\$ 6.28	
A87GWY3	FS-536 Finisher (50 Sheets)	\$ 487.00	\$ 15.00	\$ 11.64	\$ 9.64	
A87JWY2	RU-513 Relay Unit	\$ 75.00	\$ 2.31	\$ 1.79	\$ 1.49	
A87GWYE	FS-536SD Finisher	\$ 899.50	\$ 27.70	\$ 21.50	\$ 17.81	
A3ETW11	PK-520 2/3 Hole Punch Unit (FS-534 or FS-536)	\$ 167.01	\$ 5.14	\$ 3.99	\$ 3.31	
A2YVWY2	JS-506 Job Separator	\$ 143.00	\$ 4.40	\$ 3.42	\$ 2.83	
A2YUWY2	FS-533 Finisher (50-sheet inner staple finisher)	\$ 466.00	\$ 14.35	\$ 11.14	\$ 9.23	
A3EUW12	PK-519 Punch Kit (2/3 hole - for FS-533)	\$ 167.00	\$ 5.14	\$ 3.99	\$ 3.31	
FAX OPTIONS:						
A883012	FK-514 Fax Kit (Supports 1st & 2nd fax line - no mount kit required)	\$ 406.00	\$ 12.50	\$ 9.70	\$ 8.04	
MISC. OPTIONS:						
7640006869	External Keyboard	\$ 75.42	\$ 2.32	\$ 1.80	\$ 1.49	
A4NRWY1	KH-102 Keyboard Holder	\$ 41.00	\$ 1.26	\$ 0.98	\$ 0.81	
A64TWY3	KP-101 Keypad	\$ 38.00	\$ 1.17	\$ 0.91	\$ 0.75	
A0W4WY3	WT-506 Working Table	\$ 29.55	\$ 0.91	\$ 0.71	\$ 0.59	
7640013463	CS-1 Convenience Stapler	\$ 180.66	\$ 5.56	\$ 4.32	\$ 3.58	
XGPCS15DKM	ESP Diagnostic Power Filter 120V/15A	\$ 156.75	\$ 4.83	\$ 3.75	\$ 3.10	
D5133NTKM	ESP POWER FILTER 120V/15A BASIC	\$ 157.00	\$ 4.84	\$ 3.75	\$ 3.11	
A79M011	bizhub C458 Copier/Printer	\$ 4,452.48	\$ 137.14	\$ 106.41	\$ 88.16	\$0.04277

Standard with 45 pages per minute, Dual Doc Feeder, Mobile Print, 2x500 Sheet Universal Trays, Document Feeder Holds up to 300 sheets of Paper, Scans up to 240 Pages Per Minute in Color and B/W Printing up to 12"x18" full-bleed, Scanning/Copying up to 11" x 17", Scan to Email, SMB, FTP, Scan-to-USB, Scan-to-WebDAV, Scan-to-DPWS, Network TWAIN Scan, Built-in Emperon® print system, universal print drivers PCL & Post Script										\$0.00595	
PAPER SUPPLY OPTIONS: Select one											
A9HF013	PC-415 Large Capacity Cassette (2,500 sheets/Letter size only)	\$	380.21	\$	11.71	\$	9.09	\$	7.53		
A9HFWY2	PC-215 2-way Paper Feed Cabinet (2 x 500-sheet universal tray)	\$	357.30	\$	11.00	\$	8.54	\$	7.07		
A9HFWY1	PC-115 Paper Feed Cabinet (500-sheet universal tray + storage)	\$	260.21	\$	8.01	\$	6.22	\$	5.15		
7640018680	DK-510 Enhanced Copy Desk (Storage only)	\$	83.49	\$	2.57	\$	2.00	\$	1.65		
A9EFW11	LU-207 Large Capacity Unit (2,500 sheets/Letter, Legal, Ledger and 12"x18")	\$	951.62	\$	29.31	\$	22.74	\$	18.84		
A87VW11	LU-302 Large Capacity Unit (3,000 sheets/Letter size only)	\$	508.00	\$	15.65	\$	12.14	\$	10.06		
OUTPUT OPTIONS:											
A87HWY1	FS-537 Finisher (100 Sheets)	\$	1,077.77	\$	33.20	\$	25.76	\$	21.34		
A87JWY2	RU-513 Relay Unit	\$	75.00	\$	2.31	\$	1.79	\$	1.49		
A87HWYA	FS-537SD Finisher	\$	1,701.94	\$	52.42	\$	40.68	\$	33.70		
A99KW11	PK-523 Punch Kit For Fs-537	\$	245.96	\$	7.58	\$	5.88	\$	4.87		
A4MDWY1	OT-506 Output Tray	\$	31.64	\$	0.97	\$	0.76	\$	0.63		
A10CWY2	JS-602 Job Separator Tray	\$	142.59	\$	4.39	\$	3.41	\$	2.82		
A63GWY1	ZU-609 Z Folding Unit For Fs-537	\$	1,858.89	\$	57.25	\$	44.43	\$	36.81		
A8C6WY1	PI-507 Post Inserter For Fs-537	\$	317.21	\$	9.77	\$	7.58	\$	6.28		
A87GWY3	FS-536 Finisher (50 Sheets)	\$	487.00	\$	15.00	\$	11.64	\$	9.64		
A87JWY2	RU-513 Relay Unit	\$	75.00	\$	2.31	\$	1.79	\$	1.49		
A87GWYE	FS-536SD Finisher	\$	899.50	\$	27.70	\$	21.50	\$	17.81		
A3ETW11	PK-520 2/3 Hole Punch Unit (FS-534 or FS-536)	\$	167.01	\$	5.14	\$	3.99	\$	3.31		
A2YVWY2	JS-506 Job Separator	\$	143.00	\$	4.40	\$	3.42	\$	2.83		
A2YUWY2	FS-533 Finisher (50-sheet inner staple finisher)	\$	466.00	\$	14.35	\$	11.14	\$	9.23		
A3EUW12	PK-519 Punch Kit (2/3 hole - for FS-533)	\$	167.00	\$	5.14	\$	3.99	\$	3.31		
FAX OPTIONS:											
A883012	FK-514 Fax Kit (Supports 1st & 2nd fax line - no mount kit required)	\$	406.00	\$	12.50	\$	9.70	\$	8.04		
MISC. OPTIONS:											
7640006869	External Keyboard	\$	75.42	\$	2.32	\$	1.80	\$	1.49		
A4NRWY1	KH-102 Keyboard Holder	\$	41.00	\$	1.26	\$	0.98	\$	0.81		
A64TWY3	KP-101 Keypad	\$	38.00	\$	1.17	\$	0.91	\$	0.75		
A0W4WY3	WT-506 Working Table	\$	29.55	\$	0.91	\$	0.71	\$	0.59		
D5133NTKM	ESP POWER FILTER 120V/15A BASIC	\$	157.00	\$	4.84	\$	3.75	\$	3.11		
7640013463	CS-1 Convenience Stapler	\$	180.66	\$	5.56	\$	4.32	\$	3.58		
A79K011 bizhub C558 Copier/Printer											\$ 6,824.17 \$ 210.18 \$ 163.10 \$ 135.12 \$0.04186 \$0.00595
Standard with 55 pages per minute, Dual Doc Feeder, Mobile Print, 2x500 Sheet Universal Trays, Document Feeder Holds up to 300 sheets of Paper, Scans up to 240 Pages Per Minute in Color and B/W Printing up to 12"x18" full-bleed, Scanning/Copying up to 11" x 17", Scan to Email, SMB, FTP, Scan-to-USB, Scan-to-WebDAV, Scan-to-DPWS, Network TWAIN Scan, Built-in Emperon® print system, universal print drivers PCL & Post Script											
PAPER SUPPLY OPTIONS: Select one											
A9HF013	PC-415 Large Capacity Cassette (2,500 sheets/Letter size only)	\$	380.21	\$	11.71	\$	9.09	\$	7.53		
A9HFWY2	PC-215 2-way Paper Feed Cabinet (2 x 500-sheet universal tray)	\$	357.30	\$	11.00	\$	8.54	\$	7.07		
A9HFWY1	PC-115 Paper Feed Cabinet (500-sheet universal tray + storage)	\$	260.21	\$	8.01	\$	6.22	\$	5.15		
7640018680	DK-510 Enhanced Copy Desk (Storage only)	\$	83.49	\$	2.57	\$	2.00	\$	1.65		
A9EFW11	LU-207 Large Capacity Unit (2,500 sheets/Letter, Legal, Ledger and 12"x18")	\$	951.62	\$	29.31	\$	22.74	\$	18.84		
A87VW11	LU-302 Large Capacity Unit (3,000 sheets/Letter size only)	\$	508.00	\$	15.65	\$	12.14	\$	10.06		
OUTPUT OPTIONS:											
A87HWY1	FS-537 Finisher (100 Sheets)	\$	1,077.77	\$	33.20	\$	25.76	\$	21.34		
A87JWY2	RU-513 Relay Unit	\$	75.00	\$	2.31	\$	1.79	\$	1.49		
A87HWYA	FS-537SD Finisher	\$	1,701.94	\$	52.42	\$	40.68	\$	33.70		
A99KW11	PK-523 Punch Kit For Fs-537	\$	245.96	\$	7.58	\$	5.88	\$	4.87		
A4MDWY1	OT-506 Output Tray	\$	31.64	\$	0.97	\$	0.76	\$	0.63		
A10CWY2	JS-602 Job Separator Tray	\$	142.59	\$	4.39	\$	3.41	\$	2.82		
A63GWY1	ZU-609 Z Folding Unit For Fs-537	\$	1,858.89	\$	57.25	\$	44.43	\$	36.81		
A8C6WY1	PI-507 Post Inserter For Fs-537	\$	317.21	\$	9.77	\$	7.58	\$	6.28		
A87GWY3	FS-536 Finisher (50 Sheets)	\$	487.00	\$	15.00	\$	11.64	\$	9.64		
A87JWY2	RU-513 Relay Unit	\$	75.00	\$	2.31	\$	1.79	\$	1.49		
A87GWYE	FS-536SD Finisher	\$	899.50	\$	27.70	\$	21.50	\$	17.81		
A3ETW11	PK-520 2/3 Hole Punch Unit (FS-534 or FS-536)	\$	167.01	\$	5.14	\$	3.99	\$	3.31		
A2YVWY2	JS-506 Job Separator	\$	143.00	\$	4.40	\$	3.42	\$	2.83		
A2YUWY2	FS-533 Finisher (50-sheet inner staple finisher)	\$	466.00	\$	14.35	\$	11.14	\$	9.23		
A3EUW12	PK-519 Punch Kit (2/3 hole - for FS-533)	\$	167.00	\$	5.14	\$	3.99	\$	3.31		
FAX OPTIONS:											
A883012	FK-514 Fax Kit (Supports 1st & 2nd fax line - no mount kit required)	\$	406.00	\$	12.50	\$	9.70	\$	8.04		
MISC. OPTIONS:											
7640006869	External Keyboard	\$	75.42	\$	2.32	\$	1.80	\$	1.49		
7640013468	AU-204H Mag Stripe Card Reader	\$	73.00	\$	2.25	\$	1.74	\$	1.45		
A4NRWY1	KH-102 Keyboard Holder	\$	41.00	\$	1.26	\$	0.98	\$	0.81		
A64TWY3	KP-101 Keypad	\$	38.00	\$	1.17	\$	0.91	\$	0.75		
A0W4WY3	WT-506 Working Table	\$	29.55	\$	0.91	\$	0.71	\$	0.59		
D5133NTKM	ESP POWER FILTER 120V/15A BASIC	\$	157.00	\$	4.84	\$	3.75	\$	3.11		
7640013463	CS-1 Convenience Stapler	\$	180.66	\$	5.56	\$	4.32	\$	3.58		
A8JE011 bizhub C759 COPIER/PRINTER											\$ 15,728.83 \$ 484.45 \$ 375.92 \$ 311.43 \$0.04186 \$0.0055
Standard with 75 pages per minute, Dual Doc Feeder, Mobile Print, 2x500 Sheet Universal Trays, Document Feeder Holds up to 300 sheets of Paper, Scans up to 240 Pages Per Minute in Color and B/W Printing up to 12"x18" full-bleed, Scanning/Copying up to 11" x 17", Scan to Email, SMB, FTP, Scan-to-USB, Scan-to-WebDAV, Scan-to-DPWS, Network TWAIN Scan, Built-in Emperon® print system, universal print drivers PCL & Post Script											
PAPER SUPPLY OPTIONS:											
A8H7W11	LU-205 Large Capacity Tray	\$	951.62	\$	29.31	\$	22.74	\$	18.84		
A8H6W11	LU-303 Large Capacity Tray	\$	507.53	\$	15.63	\$	12.13	\$	10.05		
OUTPUT OPTIONS:											
A87HWY1	FS-537 Finisher (100 Sheets)	\$	1,077.77	\$	33.20	\$	25.76	\$	21.34		
A87KWY1	RU-515 Relay Unit	\$	92.00	\$	2.83	\$	2.20	\$	1.82		
A87HWYA	FS-537SD Finisher	\$	1,701.94	\$	52.42	\$	40.68	\$	33.70		
A99KW11	PK-523 Punch Kit For Fs-537	\$	245.96	\$	7.58	\$	5.88	\$	4.87		
A8HDWY2	OT-508 Output Tray	\$	31.92	\$	0.98	\$	0.76	\$	0.63		
A10CWY2	JS-602 Job Separator Tray	\$	142.59	\$	4.39	\$	3.41	\$	2.82		
A63GWY1	ZU-609 Z Folding Unit For Fs-537	\$	1,858.89	\$	57.25	\$	44.43	\$	36.81		
A8C6WY1	PI-507 Post Inserter For Fs-537	\$	317.21	\$	9.77	\$	7.58	\$	6.28		
A87GWY3	FS-536 Finisher (50 Sheets)	\$	487.00	\$	15.00	\$	11.64	\$	9.64		
A87KWY1	RU-515 Relay Unit	\$	92.00	\$	2.83	\$	2.20	\$	1.82		
A87GWYE	FS-536SD Finisher	\$	899.50	\$	27.70	\$	21.50	\$	17.81		
A3ETW11	PK-520 2/3 Hole Punch Unit (FS-534 or FS-536)	\$	167.01	\$	5.14	\$	3.99	\$	3.31		
FAX / SCAN OPTIONS:											
A92D011	FK-516 Fax Kit	\$	405.53	\$	12.49	\$	9.69	\$	8.03		
MISC. OPTIONS:											
7640006869	External Keyboard	\$	75.42	\$	2.32	\$	1.80	\$	1.49		

A64TWY1	KP-101 - 10-Key Pad	\$	38.00	\$	1.17	\$	0.91	\$	0.75
A4NRWY1	KH-102 Keyboard Holder	\$	41.00	\$	1.26	\$	0.98	\$	0.81
A0W4WY3	WT-506 Working Table	\$	29.55	\$	0.91	\$	0.71	\$	0.59
XGPCS20DKM	ESP Diagnostic Power Filter 120V/20A	\$	174.99	\$	5.39	\$	4.18	\$	3.46
7640013463	CS-1 Convenience Stapler	\$	180.66	\$	5.56	\$	4.32	\$	3.58

PaperCut Pricing

Description	Price	Qty	Total Purchase Price	36 Mo FMV	48 Mo FMV	60 Mo FMV
PaperCut Professional User license up to 1500 Users (\$6.04 per user, over 1,500 users the pricing drops to \$5.86 per user)	\$ 9,067.20	1	\$ 9,067.20	\$ 279.27	\$ 216.71	\$ 179.53
PaperCut Professional Embedded Licenses (additional licenses can be added at the same cost per current tier 101 or more)	\$ 195.36	108	\$ 21,098.88	\$ 649.85	\$ 504.26	\$ 417.76
PaperCut Upgrade Assurance- 1 Year M&S	\$ 6,284.60	1	\$ 6,284.60	\$ 193.57	\$ 150.20	\$ 124.44
PaperCut Upgrade Assurance- 3 Year M&S	\$ 14,140.35	1	\$ 14,140.35	\$ 435.52	\$ 337.95	\$ 279.98
PaperCut Upgrade Assurance- 5 Year M&S	\$ 18,853.80	1	\$ 18,853.80	\$ 580.70	\$ 450.61	\$ 373.31
Card Readers	\$ 185.63	108	\$ 20,047.50	\$ 617.46	\$ 479.14	\$ 396.94
Caltronics Silver Support - 1 Year	\$ 500.00	1	\$ 500.00	N/A	N/A	N/A
Professional Service will be billed at actual hours at \$206.25 per hour, not to exceed 56 hours.	\$ 206.25	56	\$ 11,550.00	\$ 355.74	\$ 276.05	\$ 228.69

*****Please select one Maintenance & Service option (highlighted in Yellow) when selecting PaperCut preferences**

Description	Price	Qty	Total	36 Mo	48 Mo	60 Mo
MEAP for PaperCut (If not included today will need to be installed for PaperCut)	\$ 391.50	1	\$ 391.50	\$ 12.06	\$ 9.36	\$ 7.75
PaperCut Pro Embedded License Transfer from Canon to Konica Minolta	\$ 97.68	1	\$ 97.68	\$ 3.01	\$ 2.33	\$ 1.93
Site Server	\$ 500.00	1	\$ 500.00	\$ 15.40	\$ 11.95	\$ 9.90
Next Tier Pricing						
PaperCut Professional User license up to 2000 Users (\$5.86 per user) Must be purchased in blocks of 25	\$ 5.86	25	\$ 146.50	\$ 4.51	\$ 3.50	\$ 2.90
PaperCut Professional Embedded Licenses 101 or more	\$ 195.36	1	\$ 195.36	\$ 6.02	\$ 4.67	\$ 3.87

******When adding additional Site Servers, Embedded Licenses, or User License the annual maintenance will be adjust of no more the 20% of the additional cost.**

*******When purchasing additional User License they must be purchased in blocks, the lowest block is 25 licenses.**



Statement of Work for PaperCut Pro Project – “Attachment C”

Prepared for:
City Of Roseville
316 Vernon Street, Suite 300
Roseville, CA 95678

Date: 6/6/2018
Revision: 1.0

Prepared by:
Caltronics Business Systems
10491 Old Placerville Rd. Suite 150
Sacramento, CA 95827

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1. Introduction

This Statement of Work (this “**SOW**”) is between City Of Roseville (“**Customer**”) and Caltronics Business Systems (“**Caltronics**”) and sets forth the business parameters and other matters regarding services that Customer has engaged Caltronics to provide hereunder (the “**Services**”). This SOW and performance of the parties hereunder is governed by and subject to the terms and conditions set forth in this Statement of Work between Customer and Caltronics dated as of 6/6/2018. If Customer proposes changes to this Statement of Work, Caltronics will submit a change order form (“**Change Order**”) to be approved and signed by Customer, which will become part of the original SOW and shall become part of the binding agreement between Caltronics and the Customer. The project detailed in this SOW shall be known as the PaperCut Pro Project – “Attachment C” (“**Project**”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Executive Summary

Customer is engaging the Caltronics Business Systems Solutions Department to expand their Print Management program with the implementation of PaperCut Pro. This includes design, installation, configuration and training of personnel on PaperCut Pro.

3. Project Scope

Caltronics is responsible for performing only the Services described in this SOW. All other services are considered outside the scope of this SOW. The investigation and the implementation of changes may result in modifications to the estimated timeline, charges, and other terms of this SOW.

This SOW represents Caltronics good faith estimate based upon information known to Caltronics prior to signing this SOW and the assumptions, project dependencies, responsibilities and other matters set forth in this section and elsewhere in this SOW. However, Caltronics estimates do not represent a limit or minimum requirement. The actual resources to be deployed and resulting fees will depend on actual experience and need during the project. Project delays resulting from Customer owned software or hardware issues may result in additional fees should the timeline of the project be impacted by these delays. Any changes require a Change Order, which may incur additional fees.

Caltronics will have fulfilled its obligations under this SOW when any one of the following first occurs:

1. Caltronics will provide professional services for the initial installation and configuration of PaperCut Pro on an hourly basis of \$206.25 per hour not to exceed 56 hours or other written change authorization: or
2. Customer or Caltronics terminates the Services in accordance with the provisions of this SOW.

3.1. Project Scope Overview

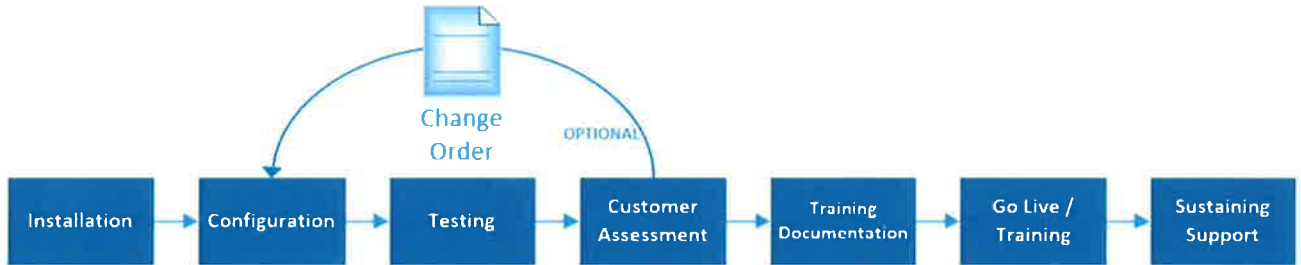
The following summarize the overall scope for this project.

Experienced Caltronics personnel or authorized agents will work closely with Customer staff to implement the Project. This will include the following:

1. Installation and configuration of PaperCut Pro on one primary and one secondary site server
 - a. Additional site server licenses can added which will be an additional cost of \$500.00 per server.
2. Build and add up MFP devices to PaperCut Pro print queue (based on embedded licensing purchased)
 - a. Caltronics will help to install the FindMe queue and any direct printing queue needed for the Canon, Konica Minolta or HP LaserJet printers. For additional embedded licenses please see attached pricing.
3. Import and Sync AD users groups to PaperCut Pro (1500 Users)
4. Configure “FindMe” (Secure Print) for up to the number of MFP embedded device licensing
 - a. On Canon devices platform MEAP for PaperCut must be included on each device if it doesn't hae it installed today. Please see the attached PaperCut Pro pricing for details.

5. Configure devices for PIN and HID badge authentication
 - a. HID card readers will need to be provided on current Canon devices and cards validation required. Card readers can be purchase through Caltronics Business Systems for the Canon devices. Please see attached PaperCut Pro Pricing.
6. Print End Users documentation, training, Go Live Support and admin knowledge transfer

4. Implementation Breakdown



4.1. Project Phases

This project will be implemented utilizing the following phases.

4.2. Initiation Phase

The Initiation Phase consists of the pre-engagement activities necessary to prepare the Customer and Caltronics project teams to help them be ready to begin work after the kickoff meeting.

Activities: The detailed activities include:

1. Identify the Subject Matter Consultants, DBA, training manager, and storage system administrator resources and availability, if necessary.
2. Determine and review required staffing levels with Customer
3. Prepare and orient Caltronics team members
4. Discuss the projected timeline

Assumptions:

1. Customer will have all necessary resources identified prior to the beginning of Project.

4.3. Execution Phase

Installation

Activities:

The following activities will be performed in production server\workstation

1. Caltronics will install PaperCut Pro on one primary and one secondary site server
 - a. Additional site servers licenses can added which will be an additional cost
2. Installation of HID Card Readers on all ne KM MFP devices replacing current Canon MFP units
3. Provide print drivers for installation. Recommended method (GPO)

Assumptions:

1. All work will be performed onsite and/or remotely
2. Caltronics will install server software as needed for Project.
3. Caltronics is granted full remote access to the servers/workstation at Customer's environment to perform the work
4. Customer is responsible to work through Caltronics to obtain the PaperCut Pro licenses required for this project.
5. Caltronics will use the service account to logon and perform all tasks
6. The effort defined in this SOW should be sufficient to complete the above activities. Should additional effort be needed to complete the project, a Change Order will be presented by Caltronics to Customer for the additional hours.

Configuration

Activities:

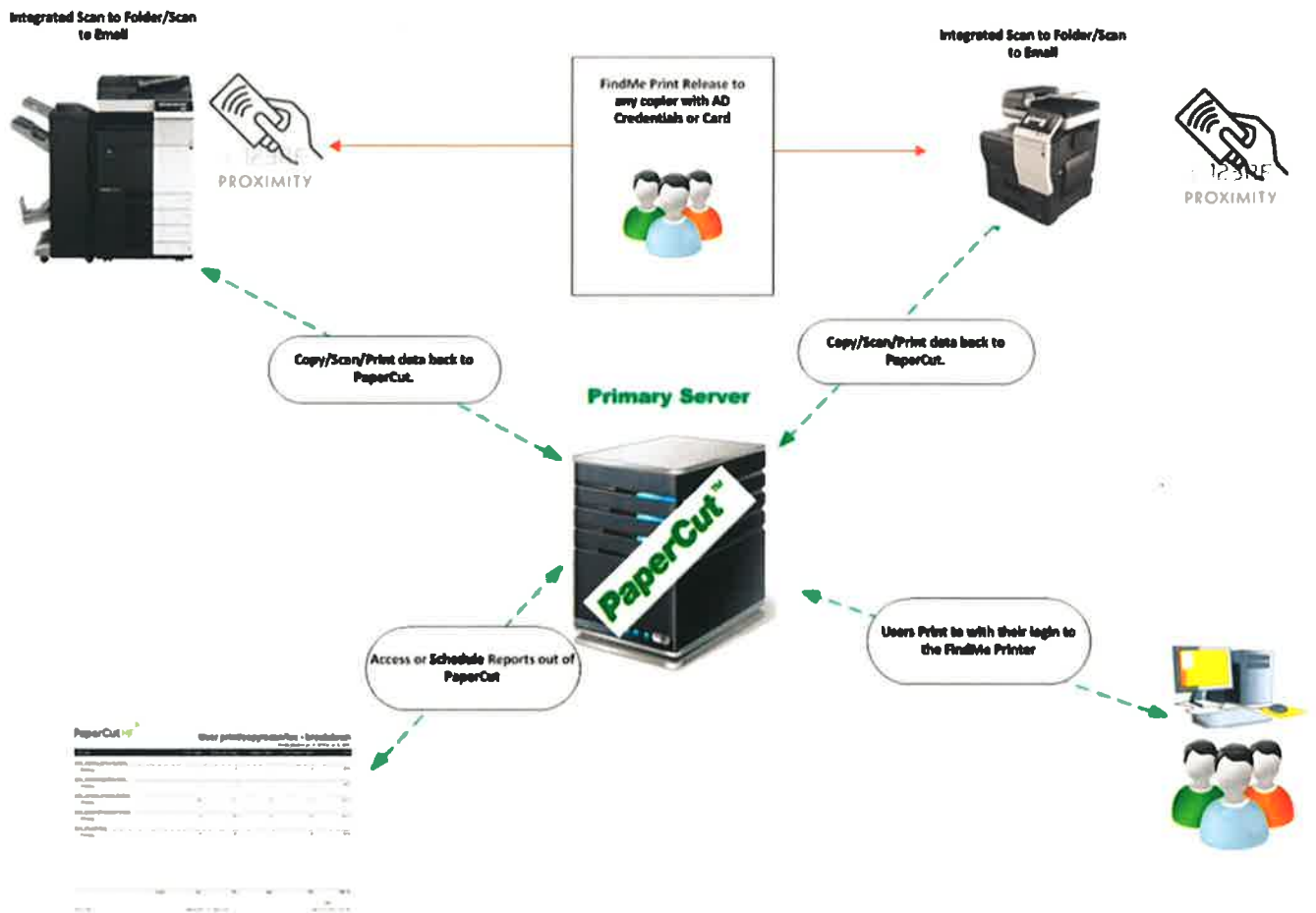
The following activities will be performed in production.

1. Configuration for FindMe (Secure Print) print.
2. Configuration for Rules based routing of HP LaserJet networked printers (auto routing print jobs from HP LaserJet networked printers based on defined job page size)
3. Configuration for Mobility Printing (printing from any mobile device iOS or Android) dependent on WiFi connections and subnets.
4. Import of AD Users/Groups in PaperCut Pro
5. Configure default print queues
6. Configuration of print job auto deletion based on defined time period
7. Configure for tracking of users/group & project codes for printing, copying, scan and fax
8. Configure for scanning to email
9. Publish PaperCut Pro API for up to the number of licensed devices

Assumptions:

1. All work will be performed onsite and/or remotely
2. Caltronics is granted full remote access to the servers/workstation at Customer's environment to perform the work
3. Caltronics will use the service account to logon and perform all tasks
4. The effort defined in this SOW should be sufficient to complete the above activities. Should additional effort be needed to complete the project, a Change Order will be presented by Caltronics to Customer for the additional hours.

Process Defined



Testing

Activities:

The following activities will be performed by the Caltronics Solutions Engineer

1. Evaluate functionality and operation of all activities outlined in the Configuration section and/or Change Order
2. Troubleshoot and resolve any issues encountered while fulfilling requirements of the Configuration phase
3. Ensure configuration requirements established during Configuration and/or Customer Assessment are properly implemented and functioning

Customer Assessment

Activities:

The following activities will be performed by the Customer

1. Test configuration as defined in the Configuration section and/or Change Order
2. Ensure process and configuration meets Project requirements as outlined in the Configuration section and/or Change Order
3. If adjustments to the current configuration are required, inform Caltronics of necessary Configuration change
 - a. Review and sign Change Order form
 - b. Send Change Order form to Solutions Engineer

Training Documentation

Activities:

The following activities will be performed by the Caltronics Solutions Engineer

1. Create customized training documentation specific to the Project
2. Provide Customer with digital and, if requested, printed versions of the training documentation
3. Confirm Customer satisfaction with training documentation

Go Live / Training

Activities:

The following activities will be performed by the Caltronics Solutions Engineer

1. Caltronics to provide assistance onsite and/or remotely on Go-Live date
2. Customer requests for assistance and/or training to be handled live
3. Customer requests for significant process changes subject to Change Order approval

Sustaining Support

Activities:

The following activities will be performed by the Customer

1. Customer requests for service to be directed to Caltronics Dispatch department
2. Customer to provide Dispatch with Equipment ID, as specified in Project Completion Form
3. Services to be provided by Caltronics subject to Maintenance and Support terms

4.4. Closure Phase

The Caltronics Solutions Engineer will close the project and complete the Project Completion Form, review it with the Customer and gain agreement of project closure.

Activities:

1. Finalize the administrative aspects of the project
2. Release the project resources
3. Obtain sign Project Completion Form from Customer, indicating final approval that the project is complete

4.5. Caltronics Responsibilities

4.5.1. Project Coordination

Activities:

1. Provide overall engagement coordination, project status, change control, scope, risk, communication, schedule, issue, budget and project management for activities as defined in this proposal.
 - i. This may include a series of meetings with Customer personnel to review the overall objectives, scope, and project plans to facilitate a successful startup of the effort and establish a working project plan.
 - ii. Review the SOW and the contractual responsibilities of both parties with the Customer Project Manager
 - iii. Maintain project communications through Customer Project Manager
 - iv. Review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the Caltronics defined process with Customer Project Manager
 - Manage project issues, risks and escalations
 - Manage project scope and change control

4.5.2. Project Staffing

ROLE	INDICATIVE RESPONSIBILITIES
Solutions Engineer	• Engage independently with the client on requirement definition, solution feature, solution design, infrastructure analysis, and acceptance testing • Take the lead in defining the details of the upgrade path and also execution of the upgrade steps • Function as the primary contact for Customer for this project • Able to lead complex projects to a successful completion—on time and within the agreed budget and level of quality • Develop and maintain the project plan, manages issues, provides time and labor cost estimates • Responsible for the activities of the consultants • Responsible to define and meet testing and implementation timelines

4.6. Customer Responsibilities

Customer acknowledges that its timely provision to Caltronics of office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Customer officers, agents, and employees, and suitably configured computer products (collectively, “cooperation”) is essential to the performance of any Services set forth in this SOW. Customer acknowledges that Caltronics ability to perform the Services and any financial estimate or schedule or milestone commitments related thereto depends upon Customer’s cooperation on a timely basis.

4.6.1. Customer Personnel

The following table summarizes Customer roles and responsibilities:

ROLE	INDICATIVE RESPONSIBILITIES	TIME REQUIRED
Customer Business/Executive Sponsor	- Provides the vision of the future organization - Provides insights and linkages with other strategic priorities of Customer - Make critical trade-off decisions	Part-time (As needed basis only)
Customer Project Manager	- Identify and secure interview resources from their functional area - Participate in the development and execution of Business Plan - Participate in project status meetings - Manage Customer personnel and responsibilities for this project - Serve as the interface between Caltronics and <Short Customer Name>departments participating in the project	Part-time (As needed basis)
Customer Database Administrator(s)	- Assist and participate in interviews focusing on existing project related database analysis and documentation - Conduct assigned tasks (support data access requests, database authorization, test data provisioning, etc.)	Part-time (As needed)
Customer Network Administrator(s)	- Assist and participate in interviews focusing on existing security related analysis and documentation - Conduct assigned tasks (support network access requests, product installation related network provisioning, etc.)	Part-time (As needed)
Customer System Administrator(s)	- Assist and participate in interviews focusing on existing system administration related analysis and documentation - Conduct assigned tasks (support system access requests, product installation related systems and hardware provisioning, etc.)	Part-time (As needed)

1. Prior to the start of this project, Customer will designate personnel as the Project Manager who will be the focal point for Caltronics communications relative to this project and will have the authority to act on behalf of Customer in all matters regarding this project. The timeliness of communications and other activities will directly affect Caltronics ability to meet agreed upon schedule deadlines
2. Caltronics performance is dependent upon timely decisions and approvals of Customer in connection with the Services, and Caltronics is entitled to rely on all decisions and approvals of Customer

4.6.2. Customer Hardware and Software

1. Identified Customer network, server and workstations will meet PaperCut Pro minimum technical requirements and can accommodate growth.
2. Customer will maintain a current version of an anti-virus application continuously running on any system to which Caltronics is given access

5. Project Contacts

The primary contacts for each party are identified below and may be changed only by written notice to the other party.

Primary Contacts

	Caltronics Contact	Customer Contact
Name	Dave Hunt	Traci Bringgold
Title	Solutions Engineer	Client Service Supervisor – Information Technology
Office Number	916-361-5344	916-774-5159
Mobile Number	916-870-4839	916-772-5159
E-mail Address	huntd@caltronics.net	tbringgold@roseville.ca.us



COUNCIL COMMUNICATION

CC #: 9411
File #: 0203-10

Title: Library eBooks - Annual Purchase Order
Contact: Rendi Hodge 916-774-5240 rhodge@roseville.ca.us

Meeting Date: 8/1/2018
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Recommend Council approve a sole source purchase order in the amount of \$32,000.00 with cloudLibrary™/Bibliotheca to purchase ebooks for the Roseville Public Library's collection.

BACKGROUND

The Roseville Public Libraries have a recurring need to purchase ebooks. The ebooks are for library customers to use and checkout for informational, recreational and educational reading and enjoyment. The demand for ebooks is growing and the library strives to provide a variety of titles and subjects to meet our community's needs. cloudLibrary™/Bibliotheca is one of three vendors the library uses to purchase ebooks in order to offer a diverse collection. cloudLibrary™/Bibliotheca offers a very easy to use app for customers to search, download, and read ebooks. cloudLibrary™/Bibliotheca provides excellent customer service and assistance with selection and purchasing of materials. They have a large selection of materials that meet the needs of our library customers.

FISCAL IMPACT

The estimated annual cost for ebooks from cloudLibrary™/Bibliotheca is a not to exceed amount of \$32,000.00 and funding is included in the approved Parks, Recreation & Libraries budget for FY2018/19.

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 library materials does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Rendi Hodge, Library Supervisor

Dion Louthan, Director, Parks, Recreation & Libraries

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely representing the name Dominick Casey.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 9424
File #: 0203-10

Title: Library Media Materials - Annual Purchase Order Renewal
Contact: Rendi Hodge 916-774-5240 rhodge@roseville.ca.us

Meeting Date: 8/1/2018
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Recommend Council approve a purchase order renewal in the amount of \$200,000.00 with Baker & Taylor, LLC to purchase print materials and media for the Roseville Public Library's collection. Additionally, authorize the City Manager to execute the remaining one year of renewal for FY2019-20 of this purchase order provided that the budget is approved by the City Council.

BACKGROUND

The Roseville Public Libraries have a recurring requirement for print and media materials for use in all three libraries. These materials (books, magazines, DVDs, audio books, etc.) will be used by customers to checkout for informational, recreational and educational reading.

The Roseville Public Library issued a request for proposal (RFP) in April 2015 to formalize the process for the purchase of materials. The RFP was awarded to two vendors, Baker & Taylor, LLC and Midwest Tape, LLC. To secure the best pricing, staff recommended a three (3) year initial contract with two optional renewal years. FY2018-19 is the first of the two optional renewal years. In addition to being one of the selected vendors in the RFP process, services previously provided by Baker and Taylor have been excellent, efficient and aligns with our value of innovation.

FISCAL IMPACT

The estimated annual cost for library materials from Baker & Taylor, LLC is a not to exceed amount of \$200,000.00. Funding is included in the approved Parks, Recreation & Libraries budget for FY2018-19. The funds for FY2019-20 will be allocated in the future budget with spending contingent upon Council approval of the budget for that year.

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 library materials does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Rendi Hodge, Library Supervisor

Dion Louthan, Director, Parks, Recreation & Libraries



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-315

RESOLUTION NO. 18-315

APPROVING A PURCHASE ORDER RENEWAL FOR
PRINT MATERIALS AND MEDIA FOR THE ROSEVILLE PUBLIC LIBRARIES

WHEREAS, a purchase order renewal for print materials and media for the Roseville Public Libraries, between the City of Roseville and Baker & Taylor, LLC, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order renewal is hereby approved and the City Manager or his or her designee is additionally authorized to execute one optional one-year renewal of the purchase order, provided that the applicable budget is approved by the City Council.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 9525
File #: 0203-10

Title: Library Media Materials - Annual Purchase Order Renewal
Contact: Rendi Hodge 916-774-5240 rhodge@roseville.ca.us

Meeting Date: 8/1/2018
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Recommend Council approve a purchase order renewal in the amount of \$50,000.00 with Midwest Tape, LLC to purchase media for the Roseville Public Libraries collection. Additionally, authorize the City Manager to execute the remaining one year of renewal for FY2019-20 of this purchase order provided that the budget is approved by the City Council.

BACKGROUND

The Roseville Public Libraries have a recurring requirement for print and media materials for use in all three libraries. These materials (DVDs, audio books, music CDs, etc.) will be used by customers to checkout for informational, recreational and educational reading.

The Roseville Public Library issued a request for proposal (RFP) in April 2015 to formalize the process for the purchase of materials. The RFP was awarded to two vendors: Baker & Taylor, LLC and Midwest Tape, LLC. To secure the best pricing, staff recommended a three (3) year initial contract with two optional renewal years. FY2018-19 is the first of the two optional renewal years. In addition to being one of the selected vendors in the RFP process, services previously provided by Midwest Tape have been excellent, efficient and aligns with our value of innovation.

FISCAL IMPACT

The estimated annual cost for library materials from Midwest Tape is a not to exceed amount of \$50,000.00. Funding is included in the approved Parks, Recreation & Libraries budget for FY2018-19. The funds for FY2019-20 will be allocated in the future budget with spending contingent upon Council approval of the budget for that year.

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 library materials does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Rendi Hodge, Library Supervisor

Dion Louthan, Director, Parks, Recreation & Libraries



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-316

RESOLUTION NO. 18-316

APPROVING A PURCHASE ORDER RENEWAL FOR
MEDIA MATERIALS FOR THE ROSEVILLE PUBLIC LIBRARIES

WHEREAS, a purchase order renewal for media materials for the Roseville Public Libraries, between the City of Roseville and Midwest Tape, LLC, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order renewal is hereby approved and the City Manager or his or her designee is additionally authorized to execute one optional one-year renewal of the purchase order, provided that the applicable budget is approved by the City Council.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 9419

File #: 0900-04-03 & 0201-01

Title: Junction Blvd and Park Regency Drive Traffic Signal Project - Budget Adjustment, Contract Award and Execution of Agreement

Contact: Jerome Pastor 916-746-1300 jpastor@roseville.ca.us

Meeting Date: 8/1/2018

Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council:

1. Adopt the attached ordinance to approve a budget adjustment in the amount of \$530,225.00;
2. Award the Junction Boulevard and Park Regency Drive Traffic Signal Project to the lowest bidder, St. Francis Electric, LLC; and,
3. Adopt a resolution authorizing the Acting City Manager to execute the agreement and provide change order authority of 10% of the contract amount to the Public Works Director.

BACKGROUND

The Junction Boulevard and Park Regency Drive Traffic Signal Project will provide right-of-way controls for the orderly movement of traffic and improve pedestrian and bicycle safety at this intersection by creating a connection across Junction Boulevard for the multi-use path that runs from Baseline Road to the Green Belt area near Mahany Park. The multi-use path connection comes in the form of a unique, extra-wide, high-visibility crosswalk that will be the first of its kind to be used in the City. The extra-wide crossing will allow for the simultaneous use by pedestrians and bicyclists, but will provide the ability for separate pedestrian and bicyclist crossing activations. The distinct activations will guarantee that each user type is allocated enough time to cross Junction Boulevard while minimizing delay at the intersection for all users.

City Council approved the project plans and specifications and authorized staff to call for bids at their June 6, 2018 meeting. Bids were subsequently opened on June 25, 2018, and three bids were received. The engineers estimate and bids are as follows:

Bid Results	
Engineer's Estimate	\$414,800.00
St. Francis Electric, LLC	\$333,500.00
Tim Paxin's Pacific Excavation, Inc.	\$398,681.00

May-Han Electric dba. M&M Electric**\$400,000.00**

Staff has reviewed St. Francis Electric, LLC's bid and found it to be complete and in order. Construction is anticipated to begin in September of 2018 with completion in October of 2018.

Public Outreach

Staff will be working with the Public Works Marketing & Communications Analyst to develop a public outreach campaign to keep the community informed of the project's progress and traffic impacts during the construction phase of the project. This includes disseminating project information on the City's web page, traffic alerts, social media, and informative signage located at the project site both prior to and during construction.

FISCAL IMPACT

The project will be fully funded with Transportation Development Act (TDA) Funds as a bike trail improvement. No General Funds will be used. The budget adjustment of \$530,225.00 is itemized as follows:

- Construction contract - \$333,500.00
- City supplied equipment - \$60,000.00
- Landscape modification - \$13,000.00
- Construction inspection and materials testing (includes City staff time) - \$88,375.00
- Public outreach - \$2,000.00
- Construction contingency - \$33,350.00

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this project will create 5.7 jobs.

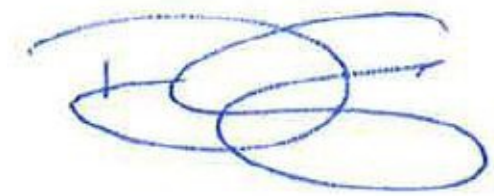
ENVIRONMENTAL REVIEW

Development of the Junction Boulevard and Park Regency Drive Signalization Project was previously evaluated in the Amoruso Ranch Specific Plan Final EIR (certified May 2016 - SCH 2013102057), and identified in the associated Amoruso Ranch Specific Plan. Construction of the Junction Boulevard and Park Regency Drive Signalization Project is found to be within the scope of the project covered by the Amoruso Ranch Specific Plan Final EIR, and is therefore exempt from CEQA pursuant to Section 15182. As discussed in the Specific Plan EIR, the EIR provides environmental analysis of community infrastructure and facilities, including residential subdivisions. Because the project is consistent with the Amoruso Ranch Specific Plan Final EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the Amoruso Ranch Specific Plan EIR will be implemented during the design and construction of the Junction Boulevard and Park Regency Drive Signalization Project. As such, no additional environmental documentation is required.

Respectfully Submitted,

Jerome Pastor, Assistant Engineer

Rhon Herndon, Public Works Director



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-311

Agreement - Saint Francis

Ordinance No. 6001

Budget Adjustment Form

RESOLUTION NO. 18-311

APPROVING AN AGREEMENT FOR THE JUNCTION BOULEVARD AND PARK
REGENCY DRIVE TRAFFIC SIGNAL PROJECT BETWEEN THE CITY OF ROSEVILLE
AND ST. FRANCIS ELECTRIC, LLC, AND AUTHORIZING THE ACTING CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for the Junction Boulevard and Park Regency Drive Traffic
Signal project, by and between the City of Roseville and St. Francis Electric, 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 Acting City Manager is authorized to execute it
on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the Public Works Director or his designee is
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


18-0841

A G R E E M E N T

THIS AGREEMENT, is made and entered into this _____ day of _____,
20____, by and between the City of Roseville, a municipal corporation, ("CITY"), and
St. Francis Electric, LLC
_____, a _____,
("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 6th day of
June _____, 2018, approved plans and specifications for the _____
Junction Blvd and Park Regency Dr Traffic Signal Project

and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the 25th day of June, 2018; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published
in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid
with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is
hereby referred to and by this reference made a part hereof as fully as if set forth at length herein;
and

WHEREAS, all bids received pursuant to said notice were opened and examined and
publicly declared at the time specified in said advertisement for bids and at a meeting of the City
Council held on the 1st day of August, 2018, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the Junction Blvd and Park Regency Dr Traffic Signal Project

in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR Three-hundred and thirty-three thousand and five-hundred dollars (\$ 333,500.00) for the Work

to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including standard construction specifications, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 1,900.00 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 30 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE

Public Works - Engineering
311 Vernon Street
Roseville, CA 95678
(916) 746-1300

CONTRACTOR

St. Francis Electric, LLC
975 Carden St.
San Leandro, CA 94577
(510) 639-0639

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. INDEPENDENT CONTRACTOR. CONTRACTOR 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.

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

12. 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.

13. 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.

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE

BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

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 CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

St. Francis Electric, LLC

BY: _____
DOMINICK CASEY
Acting City Manager

BY: Guy A
its: Guy Smith, Secretary

and

ATTEST:

BY: [Signature]
its: Andy Amador, V.P.

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
RHON HERNDON
Public Works Director

ORDINANCE NO. 6001

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
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 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Junction Boulevard and Park Regency Drive Traffic Signal project, per request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$530,225.00.

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 _____, 2018, 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*: Jerome Pastor

DEPARTMENT/DIVISION*: Public Works - Engineering

FISCAL YEAR/EFFECTIVE DATE*: FY 2019

PROPOSED COUNCIL DATE (if applicable): 08/01/2018

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			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
530,225	90004	6130	441	500027	45	Junction-Park Regency Traffic Signal Project
\$ 530,225	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
530,225	00441		441			Transportation Fund - Available Resources
\$ 530,225	TOTAL					

FINANCE USE	Approved:				
	<i>Paula Sabo</i>	<i>7/11/18</i>	<i>D. W. K</i>	<i>7/11/18</i>	
	BUDGET MANAGER/DESIGNEE	DATE	Finance Director	Date	

Justification for Budget Adjustment*:

These funds are for the construction of the project, based on the actual bids received, City supplied- equipment, and Staff time (inspection and public outreach).

Approved:		Approved:	
<i>[Signature]</i>	<i>7-10-2018</i>		
REQUESTING DEPARTMENT HEAD/DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 9423
File #: 1002-06

Title: VillaSport - Fire Access, Drainage and Reciprocal Access Easement Agreement
Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 8/1/2018
Item #: 7.10.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council adopt a resolution approving the Fire Access, Drainage and Reciprocal Access Agreement and authorize the Acting City Manager to execute the agreement on behalf of the City.

BACKGROUND

On May 11, 2017, the Planning Commission approved a Design Review and Conditional Use Permit for the VillaSport athletic club and spa at 291 Conference Center Drive.

As a condition of the project, the applicant is required to obtain drainage, reciprocal access and secondary fire access easements across the adjacent City owned property located south of the VillaSport parcel. This agreement is being effectuated to ensure that stormwater runoff from the VillaSport property can properly drain across the adjacent City owned property, provide secondary fire access and a reciprocal vehicular access between the City and VillaSport owned parcels and clearly define the construction and maintenance obligations of the respective property owners. This agreement will be tied to the subject property through recordation with the County of Placer, and shall run in perpetuity with the land should a change of ownership occur.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

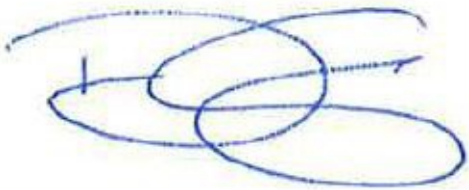
ENVIRONMENTAL REVIEW

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 action of approving a Fire Access, Drainage and Reciprocal Access Agreement with VillaSport Roseville does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Acting Development Services Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-314

Agreement

RESOLUTION NO. 18-314

APPROVING A FIRE ACCESS, DRAINAGE AND RECIPROCAL ACCESS EASEMENT AGREEMENT AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, on May 11, 2017, the Planning Commission approved a Design Review and Conditional Use Permit for the VillaSport Athletic Club and Spa; and

WHEREAS, as a condition of the project, the applicant, VillaSport Roseville, LLC is required to obtain drainage, reciprocal access and secondary fire access easements across the adjacent City owned property; and

WHEREAS, the City Council has reviewed the Fire Access, Drainage and Reciprocal Access Easement Agreement, by and between the City of Roseville and VillaSport Roseville, LLC; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the Fire Access, Drainage and Reciprocal Access Easement Agreement is hereby approved and the Acting City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record the Fire Access, Drainage and Reciprocal Access Easement Agreement at the Placer County Recorder's Office 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:
City of Roseville

AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

EXEMPT FROM RECORDING FEES
PURSUANT TO GOVT. CODE 27383

Space Above For Recorder's Use

**FIRE ACCESS, DRAINAGE AND RECIPROCAL
ACCESS EASEMENT AGREEMENT**

THIS FIRE ACCESS, DRAINAGE AND RECIPROCAL ACCESS EASEMENT AGREEMENT ("**Agreement**") is entered into as of _____, 2018, by VILLASPORT ROSEVILLE LLC, a California limited liability company, with a notice address of 150 Pelican Way, San Rafael, California 94901 ("**VillaSport**"), and by the CITY OF ROSEVILLE, a municipal corporation, with a notice address of 311 Vernon Street, Roseville, California 95678 ("**City**").

W I T N E S S E T H:

WHEREAS, VillaSport is the owner of real property located in Roseville, California with a street address of 291 Conference Center Drive, Roseville, California, and more particularly described in **Exhibit A** ("**VillaSport Parcel**"); and

WHEREAS, the City is the owner of the real property located in Roseville, California with a street address of 290 Conference Center Drive and more particularly described in **Exhibit B** ("**City Parcel**"); and

WHEREAS, as a condition of approval of VillaSport's project being developed on the VillaSport Parcel, City requires VillaSport to (i) enter into a drainage and access easement, burdening the City Parcel, ensuring proper drainage of water from the VillaSport Parcel across the City Parcel; (ii) provide a secondary emergency fire access easement to the VillaSport Parcel; and (iii) enter into a reciprocal access agreement with the City, as the owner of the City Parcel;

WHEREAS, this Agreement is made pursuant to Section 1468 of the California Civil Code, it being the intent of the parties that this Agreement shall bind the City, VillaSport and each successive owner of the City Parcel (or any portion thereof) and of the VillaSport Parcel (or any portion thereof) during their respective periods of ownership;

NOW THEREFORE, for valuable consideration, the sufficiency of which is acknowledged, City and VillaSport agree and declare as follows:

1. **Purpose.**

(a) The City grants to VillaSport:

(i) a twenty five (25) foot wide nonexclusive easement over and across the portion of the City Parcel specifically described in **Exhibit C** as the "**Drainage Easement**" (the "**Drainage Easement Area**") for storm drainage, including to grade, establish and maintain drainage patterns, and to install drainage facilities in the Drainage Easement Area. In addition, the City grants VillaSport the right to enter upon the City Parcel for the purpose of maintaining, repairing and replacing improvements constructed or installed by VillaSport in the Drainage Easement Area;

(ii) a nonexclusive emergency easement over and across the portion of the City Parcel depicted in **Exhibit D** as the "**Temporary Emergency Access Easement**" (the "**Fire Access Easement Area**") for the purpose of secondary access to the VillaSport Parcel for emergency and fire purposes. VillaSport will install the improvements for the Fire Access Easement Area, and will maintain the same until such time as the City Parcel is developed. Thereafter, the Owner of the City Parcel will maintain, repair and replace the pavement and other access-related improvements in the Fire Access Easement Area as part of the other driveways, drive aisles and access ways on the City Parcel as the same exist from time to time; and

(iii) a nonexclusive easement for vehicular access, ingress and egress over and across drive aisles, driveways and access ways located on the City Parcel, whether currently existing or constructed in the future. The Owner of the City Parcel will maintain, repair and replace the pavement and other improvements in the driveways, drive aisles and access ways on the City Parcel as the same exist from time to time.

(b) VillaSport grants to the City a nonexclusive easement for vehicular access, ingress and egress over and across drive aisles, driveways and access ways located on the VillaSport Parcel, whether currently existing or constructed in the future. The initial construction of drive aisles, driveways and access ways located on the VillaSport Parcel shall be substantially in the locations depicted on **Exhibit E**. The Owner of the VillaSport Parcel will maintain, repair and replace the pavement and other improvements in the driveways, drive aisles and access ways on the VillaSport Parcel as the same exist from time to time.

2. **Maintenance of Drainage Easement.** The owner of the VillaSport Parcel shall maintain, repair and replace (or cause to be maintained, repaired and replaced) the improvements constructed or installed by the owner of the VillaSport Parcel in the Drainage Easement Area. If the owner of the VillaSport Parcel fails to maintain, repair or replace (or cause to be maintained, repaired and replaced) such improvements, the owner of the City Parcel may notify the owner of the VillaSport Parcel of such failure in writing and in reasonable detail; and if the owner of the VillaSport Parcel fails to perform (or cause to be performed) the applicable work within 30 days after such notice is delivered, then the owner of the City Parcel may, but shall not be obligated

to, undertake any or all of the work described in the notice at the owner of the VillaSport Parcel's reasonable cost and expense.

3. **Relocation of Easements.**

(a) The Drainage Easement Area may be relocated by a written and recorded agreement by the owner or owners of the City Parcel, including, if the City Parcel has been divided, the owner of the portion of the City Parcel that contains the original location of the Drainage Easement Area and the owner of the portion of the City Parcel that contains the new location of the Drainage Easement Area. Any relocation of the Drainage Easement Area is subject to the following conditions being satisfied: (i) owner or owners of the City Parcel, at their sole cost, will perform all work in connection with relocating the Drainage Easement Area; (ii) the owner of the VillaSport Parcel shall have the right to review the plans and specifications therefor; (iii) the relocation (including performance of the relocation work) must not impede or disrupt the drainage from the VillaSport Parcel; and (iv) the owner or owners of the City Parcel shall deliver to the owner of the VillaSport Parcel a copy of the recorded instrument effecting the relocation of the Drainage Easement Area. The foregoing conditions may be waived only in a writing duly signed by the owner of the VillaSport Parcel and delivered to the owner or owners of the City Parcel.

(b) The Fire Access Easement Area may be relocated by a written and recorded agreement by the owner or owners of the City Parcel, including, if the City Parcel has been divided, the owner of the portion of the City Parcel that contains the original location of the Fire Access Easement Area and the owner of the portion of the City Parcel that contains the new location of the Fire Access Easement Area. Any relocation of the Fire Access Easement Area is subject to the following conditions being satisfied: (i) owner or owners of the City Parcel will perform all work in connection with relocating the Fire Access Easement Area, all at no cost or expense to the owner of the VillaSport Parcel; (ii) the relocation (including performance of the relocation work) must not impede or disrupt secondary access to the VillaSport Parcel for emergency and fire purposes; and (iii) the owner or owners of the City Parcel shall deliver to the owner of the VillaSport Parcel a copy of the recorded instrument effecting the relocation of the Fire Access Easement Area. The foregoing conditions may be waived only in a writing duly signed by the owner of the VillaSport Parcel and delivered to the owner or owners of the City Parcel.

(c) The Owner of the City Parcel may reconfigure and relocate drive aisles, driveways and access ways located on the City Parcel, and the Owner of the VillaSport Parcel may reconfigure and relocate drive aisles, driveways and access ways located on the VillaSport Parcel.

4. **Use.** No buildings, structures or other above ground improvements, except driveways or drainage ways, shall be constructed in the Drainage Easement Area or the Fire Access Easement Area. No use of the Drainage Easement Area or the Fire Access Easement Area shall be made that will interfere with the free enjoyment of the access or drainage provided for in this Agreement.

5. **Exhibits.** The exhibits attached hereto are made a part hereof by this reference.

6. **Attorneys' Fees.** In the event of any controversy, claim or dispute relating to this Agreement or any breach of this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable costs and expenses, including attorneys' fees and costs.

7. **Binding.** This Agreement is made pursuant to Section 1468 of the California Civil Code; this Agreement shall bind the City, VillaSport and each successive owner of the City Parcel (or any portion thereof) and of the VillaSport Parcel (or any portion thereof) during their respective periods of ownership.

[Signature Page to Follow]

IN WITNESS WHEREOF, the CITY OF ROSEVILLE, a municipal corporation, has caused this Agreement to be executed 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 _____, 2018, and VillaSport has caused this Agreement to be executed.

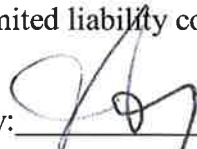
VILLASPORT:

VILLASPORT ROSEVILLE LLC, a California limited liability company

By: _____

Name: _____

Its: _____


Joseph Syufy
C.E.O.

CITY:

CITY OF ROSEVILLE, a Municipal corporation

By: _____

Dominick Casey
Acting City Manager

ATTEST:

By: _____

Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By: _____

Robert R. Schmitt
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____


Marc Stout
City Engineer

Each signature must be notarized

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 Marin) ss.

On June 5, 2018, before me, Mariana Nadler,
Notary Public (insert name and title of the officer)

personally appeared Joseph E. Syufy,
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 M. Nadler

(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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.

WITNESS my hand and official seal.

(Seal)

Exhibit A

Description of VillaSport Parcel

Parcel 1, as shown on Parcel Map of "Conference Center Drive (N.C.R. S.P. Parcel 40(a))", filed in the records of Placer County, November 6, 2013 in Book 35, of Parcel Maps, Page 55.

Portion of Apn: 363-011-085

Exhibit B

Description of City Parcel

That certain real property situated in the State of California, County of Placer, City of Roseville, located in Section 26, Township 11 North, Range 6 East, M.D.M., being more particularly described as follows:

All of Parcel 2, as shown on the Parcel Map of "Conference Center Drive (N.C.R.S.P. Parcel 40(a))", filed in the office of the Recorder of Placer County on November 6, 2013 in Book 35 of Parcel Maps, at Page 55.

End of Description

EXHIBIT "C"
DESCRIPTION OF DRAINAGE EASEMENT

That certain real property situated in the State of California, County of Placer, City of Roseville, located in Section 26, Township 11 North, Range 6 East, M.D.M., being the following described portion of Parcel 2, as shown on the Parcel Map of "N.C.R.S.P. Parcel 40(a)", filed in the office of the Recorder of Placer County on November 6, 2013 in Book 35 of Parcel Maps, at Page 55:

Commencing at the most southerly corner of said Parcel 2; thence, along the southeasterly boundary of said Parcel 2, the following two (2) courses: (1) North 45°34'26" East, 9.27 feet; and (2) North 28°40'14" East, 12.24 feet to the **POINT OF BEGINNING**; thence from said point of beginning, leaving said southeasterly boundary, North 57°09'02" West, 514.33 feet; thence North 32°50'58" East, 127.24 feet; thence North 57°09'02" West, 144.80 feet to the southwesterly boundary of said Parcel 2; thence, along said southwesterly boundary, North 32°04'04" East, 25.00 feet; thence, leaving said southwesterly boundary, South 57°09'02" East, 170.14 feet; thence South 32°50'58" West, 127.24 feet; thence South 57°09'02" East, 487.50 feet to said southeasterly boundary; thence, along said southeasterly boundary, South 28°40'14" West, 25.07 feet to the **POINT OF BEGINNING**; containing 19,641 square feet, more or less.

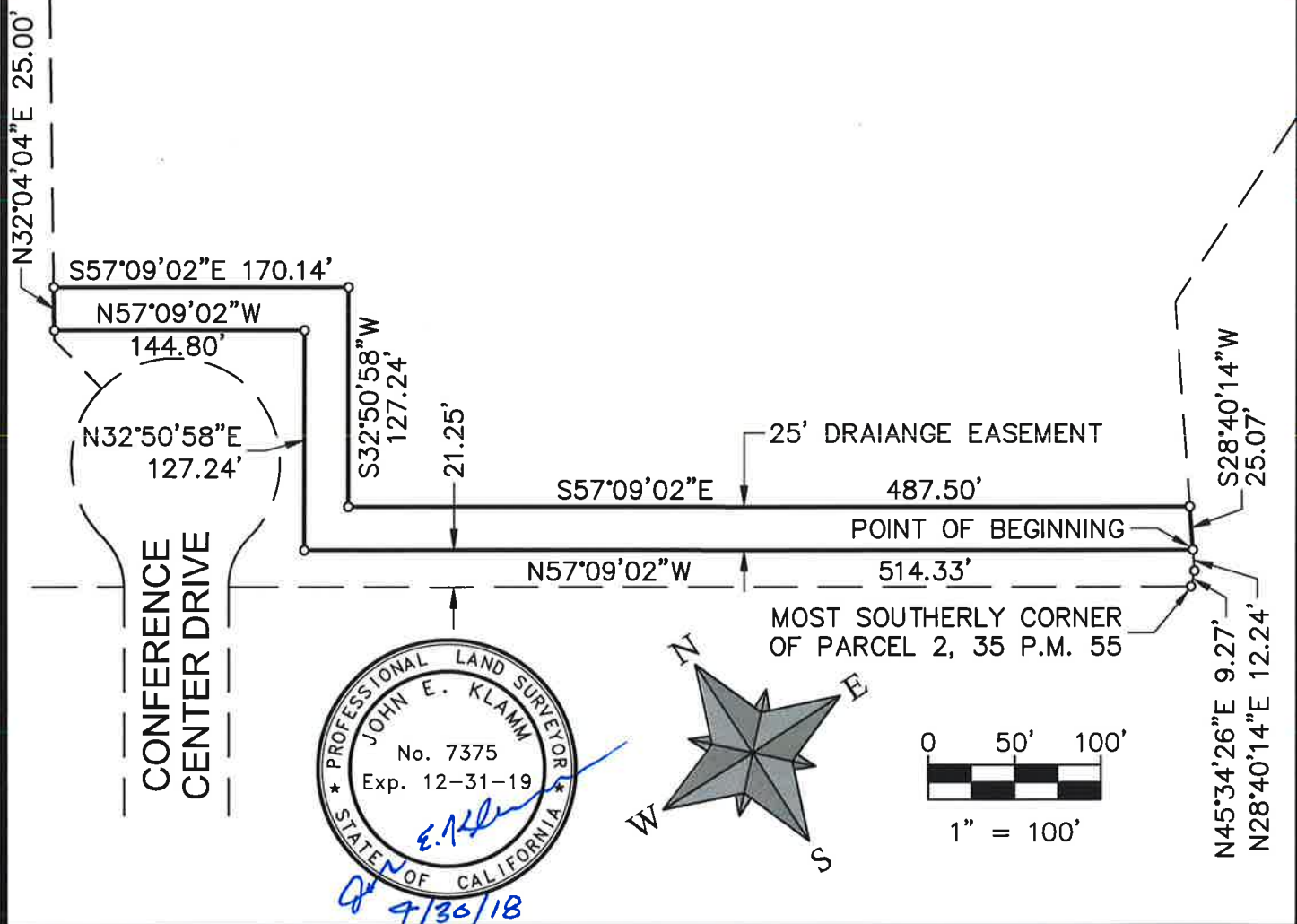
End of Description

See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.



STATE HIGHWAY 65

PARCEL 2
BOOK 35 OF PARCEL MAPS, PAGE 55



2250 Douglas Blvd.
Suite 150
Roseville, CA 95661
Ph: 916.788.2884
Fax: 916.788.4408

EXHIBIT "C-2"
PLAT TO ACCOMPANY DESCRIPTION
DRAINAGE EASEMENT
PORTION OF PARCEL 2, 35 P.M. 55
CITY OF ROSEVILLE, CALIFORNIA

SCALE:
1"=100'

DATE:
11/1/2017

SHEET
1 OF 1

EXHIBIT "D"
DESCRIPTION OF TEMPORARY EMERGENCY ACCESS EASEMENT

That certain real property situated in the State of California, County of Placer, City of Roseville, located in Section 26, Township 11 North, Range 6 East, M.D.M., being the following described portion of Parcel 2, as shown on the Parcel Map of "N.C.R.S.P. Parcel 40(a)", filed in the office of the Recorder of Placer County on November 6, 2013 in Book 35 of Parcel Maps, at Page 55:

Commencing at the most northerly corner of said Parcel 2; thence, along the northwesterly boundary thereof, South 32°04'04" West, 240.89 feet to the **POINT OF BEGINNING**; thence from said point of beginning, leaving said northwesterly boundary, along a non-tangent curve to the right, having a radius of 51.00 feet, through a central angle of 76°47'21", with an arc length of 68.35 feet, said arc being subtended by a chord bearing South 11°36'29" East, 63.35 feet; thence South 27°36'08" West, 229.12 feet; thence South 09°58'20" West, 16.47 feet; thence along a non-tangent curve to the left, having a radius of 20.00 feet, through a central angle of 34°20'35", with an arc length of 11.99 feet, said arc being subtended by a chord bearing South 18°46'31" East, 11.81 feet; thence along a non-tangent curve to the left, having a radius of 60.50 feet, through a central angle of 42°58'48", with an arc length of 45.38 feet, said arc being subtended by a chord bearing North 72°14'00" West, 44.33 feet; thence along a non-tangent curve to the left, having a radius of 20.00 feet, through a central angle of 34°20'35", with an arc length of 11.99 feet, said arc being subtended by a chord bearing North 54°18'31" East, 11.81 feet; thence North 35°20'11" East, 21.04 feet; thence North 27°36'10" East, 228.84 feet; thence along a non-tangent curve to the left, having a radius of 29.00 feet, through a central angle of 70°39'21", with an arc length of 35.76 feet, said arc being subtended by a chord bearing North 08°33'49" West, 33.54 feet to said northwesterly boundary; thence, along said northwesterly boundary, North 32°04'04" East, 22.38 feet to the **POINT OF BEGINNING**; containing 6,874 square feet, more or less.

End of Description

See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.



STATE HIGHWAY 65

MOST NORTHERLY CORNER
OF PARCEL, 2 35 P.M. 55

240.89'

S32°04'04"W

POINT OF BEGINNING

R=51.00'

Δ=76°47'21" L=68.35'

S11°36'29"E 63.35'

N32°04'04"E
22.38'

R=29.00'

Δ=70°39'21"

L=35.76'

N08°33'49"W

33.54'

PARCEL 2

BOOK 35 OF PARCEL MAPS, PAGE 55

TEMPORARY EMERGENCY
ACCESS EASEMENT

228.84'

N27°36'10"E

229.12'

S27°36'08"W

S09°58'20"W 16.47'

R=20.00'

Δ=34°20'35" L=11.99'

S18°46'31"E 11.81'

N35°20'11"E 21.04'

R=20.00'

Δ=34°20'35" L=11.99'

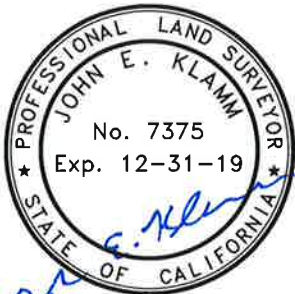
N54°18'31"E 11.81'

R=60.50'

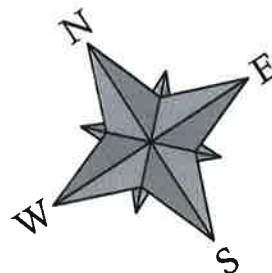
Δ=42°58'48" L=45.38'

N72°14'00"W 44.33'

CONFERENCE
CENTER DRIVE



4/30/18



1" = 100'



2250 Douglas Blvd.
Suite 150
Roseville, CA 95661
Ph: 916.788.2884
Fax: 916.788.4408

EXHIBIT "D-2"
PLAT TO ACCOMPANY DESCRIPTION
TEMPORARY EMERGENCY ACCESS EASEMENT
PORTION OF PARCEL 2, 35 P.M. 55
CITY OF ROSEVILLE, CALIFORNIA

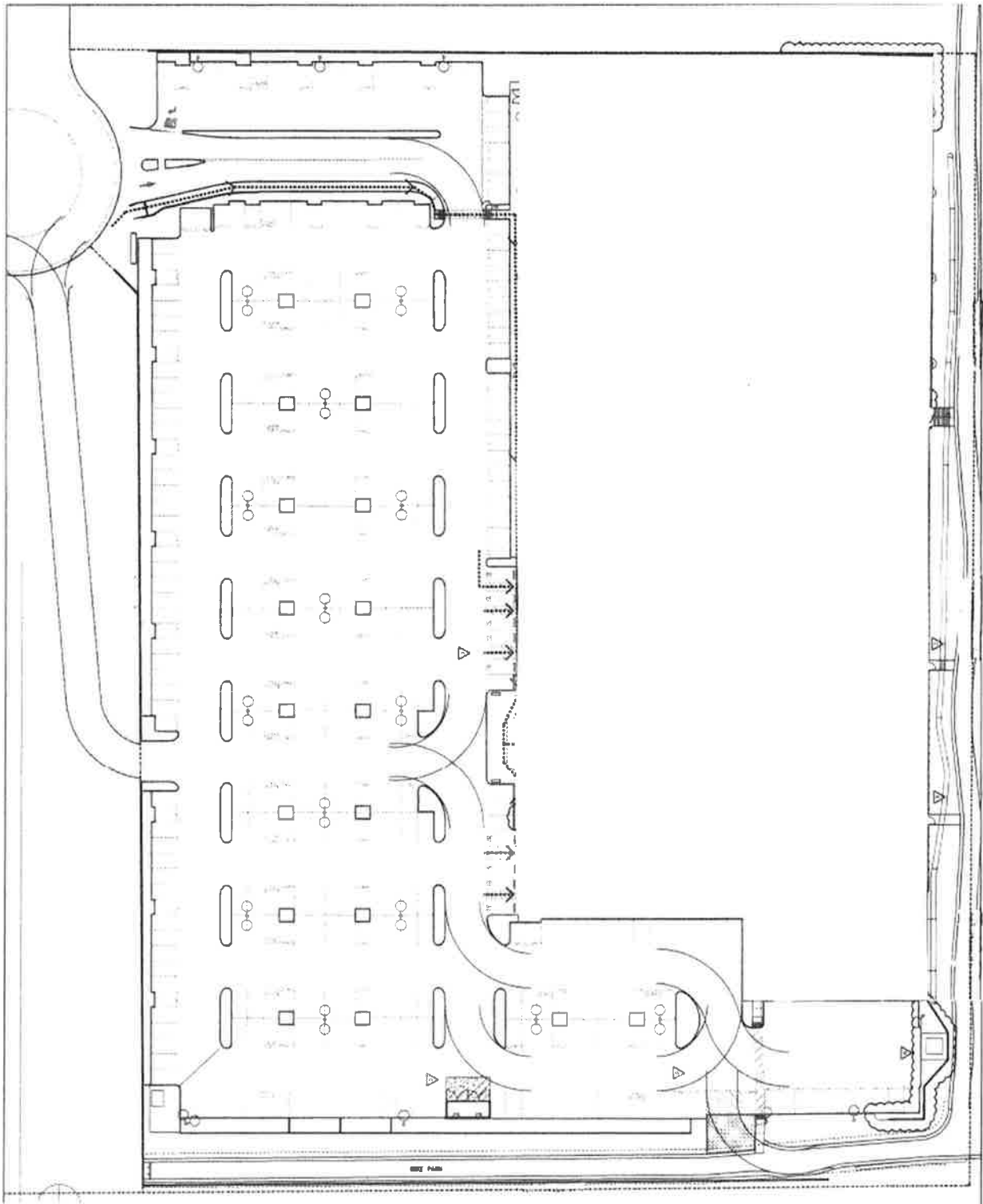
SCALE:
1"=100'

DATE:
11/1/2017

SHEET
1 OF 1

Exhibit E

Initial Site Plan for VillaSport Driveways, Drive Aisles and Access Ways





COUNCIL COMMUNICATION

CC #: 9441
File #: 0800-03

Title: Low Carbon Fuel Standard Program Brokerage Agreement and Trading Authorization

Contact: David Siao 916-746-1613 dsiao@roseville.ca.us

Meeting Date: 8/1/2018
Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a Resolution to:

1. Authorize the Acting City Manager to execute the attached Environmental Brokerage Services Letter Agreement with BGC Environmental Brokerage Services L.P. (BCG) for brokerage services for Low Carbon Fuel Standard (LCFS) credits and other environmental compliance instruments.
2. Authorize the Acting City Manager to execute a contract upon approval as to form by the City Attorney to sell Roseville's current supply of 2,868 LCFS credits. A sample agreement is attached as Attachment A.

BACKGROUND

The LCFS program, implemented in 2011 by the California Air Resources Board (CARB), is focused on reducing the carbon intensity of transportation. Roseville Electric enrolled in the LCFS program in 2017 and generates LCFS credits by providing electricity for EVs in the City. The utility can sell these credits and use the proceeds to benefit current or future EV customers. For 2017, Roseville earned 2,686 credits, worth approximately \$500,000.00 at current market prices.

In CARB's current LCFS proceeding, a proposed statewide EV rebate could partially or completely reallocate LCFS credits generated by Roseville Electric to a statewide program. Because of the regulatory uncertainty, Roseville is proposing to sell its 2,686 existing credits as soon as possible. The quickest and most efficient way to sell the credits will be to engage the services of a broker to arrange a counterparty for the transaction. Staff conducted an informal solicitation for brokers to transact LCFS credits, and recommends BCG as the lowest cost option.

Once BCG has identified a counterparty for the sale of the LCFS credits at the best available price, Roseville will need to enter into a contract with that counterparty for the actual sale of the credits. That counterparty will not hold its price long enough for staff to receive Council approval. Therefore, staff recommends that Council authorize the Acting City Manager to execute the

resulting contract with the counterparty to sell the 2017 LCFS credits upon approval to form by the City Attorney. There is little risk to this transaction because it is an instantaneous exchange of credits for funds.

Roseville Electric must use the proceeds of the sale of LCFS credits to benefit current and future EV owners. For example, these funds may be used for reducing the cost of EV related charging infrastructure or providing electric vehicle rebates. Specific program details will be developed in the near future.

FISCAL IMPACT

The expected fiscal impact to sell Roseville's existing LCFS credits is a cost of \$717.00 in fees for the broker to facilitate the transaction and a revenue of approximately \$500,000.00 for proceeds from selling the credits. The proceeds must be used to benefit current and future electric vehicle (EV) owners. Funds for the broker fees are available in the Electric Operations Fund FY2018-19 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

This project is not applicable to economic development. Depending on how the proceeds are spent, there may be positive economic impacts or jobs created in Roseville.

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 changes in the environment (CEQA Guidelines §15061(B)(3)). Approval of an agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

David Siao, Electric Resources Analyst

Michelle Bertolino, Electric Utility Director



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-335

Environmental Brokerage Services Letter Agreement

Resolution No. 18-336

Attachment 1 - LCFS draft agreement

RESOLUTION NO. 18-335

APPROVING AN ENVIRONMENTAL BROKERAGE SERVICES AGREEMENT, BY AND BETWEEN BGC ENVIRONMENTAL BROKERAGE SERVICES, L.P. AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Low Carbon Fuel Standard (LCFS) program, implemented in 2011 by the California Air Resources Board (CARB), is focused on reducing the carbon intensity of transportation; and

WHEREAS, Roseville Electric enrolled in the LCFS program in 2017 and generates LCFS credits by providing electricity for Electric Vehicles (EVs) in the City; and

WHEREAS, for 2017, Roseville Electric has earned 2,686 credits, worth approximately \$500,000.00 at current market prices; and

WHEREAS, because of regulatory uncertainty, Roseville Electric is proposing to sell its LCFS credits as soon as possible, utilizing the services of a broker, BGC Environmental Brokerage Services, L.P.; and

WHEREAS, an Environmental Brokerage Services Letter Agreement with BGC Environmental Brokerage Services, L.P. for the sale of 2,686 LCFS credits, has been reviewed by City Council; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that said agreement is hereby approved and the Acting 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



June 28, 2018

Shawn McLoughlin
BGC Environmental Brokerage Services, L.P.
199 Water Street, 18th Floor
New York, NY 10038

Environmental Brokerage Services Letter Agreement

Dear Mr. McLoughlin,

Through this letter agreement, the City of Roseville, California ("Customer") agrees to have BGC Environmental Brokerage Services, L.P. ("BGC") act as its non-exclusive broker with respect to the purchase and sale of existing and forthcoming Low Carbon Fuel Standard ("LCFS"), California Carbon Allowances ("CCA"), California Carbon Offsets ("CCO"), Renewable Energy Credits ("REC"), and any other emissions, environmental, or greenhouse gas trading products as agreed to by Customer and BGC from time to time (all collectively referred to as the "Instruments").

It is Customer's expectation that BGC will provide the following services to Customer from time to time:

- Introduce potential counterparties to Customer;
- Assist Customer and counterparties to reach agreement on the terms of the purchase and/or sale of the Instruments (each, a "Transaction"); and
- Any similar or related services in connection with the foregoing as may be agreed from time to time.

For each Transaction, BGC's fee will be a success-based commission of \$0.25 per ton of LCFS, \$0.02 per ton of CCA, \$0.07 per ton of CCO or 3% of the notional value (price times volume) of each REC Transaction (such amount, unless otherwise agreed, the "Commission"), which will be paid by Customer to BGC when Customer and the applicable counterparty enter into definitive documentation in respect of such Transaction. Customer understands and agrees that BGC may receive compensation from counterparties that may enter into Transactions with Customer.

Whether by way of an action for breach of contract, warranty, tort (including negligence), indemnity, contribution or otherwise, the Customer agrees that in no event shall BGC, its affiliates, officers, directors, employees or agents be liable for indirect damages or for consequential, special (including, without limitation, loss of use of facility or capital, lost sales or profits, third-party claims, etc.) or incidental damages in any amount. Customer agrees that in no event shall BGC, its affiliates, officers, directors, employees or agents be liable for direct damages in excess of the lesser of (a) the total fees actually received by BGC pursuant to this Agreement, or (b) \$2,500.00, whichever is less. This paragraph shall survive the termination of this letter agreement.

This letter agreement shall be governed by the laws of the State of California without giving effect to conflicts-of-law provisions. Each party hereby irrevocably, intentionally and voluntarily waives the right to trial by jury with respect to any legal proceeding based on, or arising out of, under or in connection with this letter agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any person relating hereto or thereto. Each party hereby irrevocably consents and submits to the jurisdiction of the state and federal courts of California (without prejudice to the right of any party to remove to the federal courts of California) for the purposes

of any suit, action or other proceeding arising out of this letter agreement or the subject matter hereof. This paragraph shall survive the termination of this letter agreement.

The term of this letter agreement shall be for one year from the date first set forth above and continue thereafter until terminated by either party upon thirty days prior written notice.

Each party hereby represents and warrants that the individual signing this letter agreement is duly authorized to execute this letter agreement on its behalf. This letter agreement shall be binding upon the successors and permitted assigns of the parties hereto. Neither this letter agreement nor any rights hereunder shall be assignable by the parties hereto without the written consent of the other; provided, however that BGC shall be permitted to assign this letter agreement to any of its affiliates without the consent of Customer.

Please indicate your agreement to the conditions of this letter agreement by your signature as provided below.

Sincerely,

City of Roseville, California

By: _____
Name: _____
Title: _____
Phone: _____

BGC Environmental Brokerage Services, L.P.

By: 
Name: Shawn McLoughlin
Title: Executive Managing Director
Phone: 646.346.6868



REVIEWED

RESOLUTION NO. 18-336

APPROVING A LOW CARBON FUEL STANDARDS CREDIT PURCHASE
AND SALE AGREEMENT AND AUTHORIZING THE ACTING CITY
MANAGER TO EXECUTE IT, OR A SUBSTANTIALLY SIMILAR
AGREEMENT AS DETERMINED BY THE CITY ATTORNEY, ON BEHALF
OF THE CITY OF ROSEVILLE

WHEREAS, for 2017, Roseville Electric earned 2,686 credits in the Low Carbon Fuel Standards (LCFS) program, worth approximately \$500,000.00 at current market prices; and

WHEREAS, due to regulatory uncertainty, Roseville Electric is proposing to sell its LCFS credits as soon as possible by utilizing the services of a broker to market the LCFS credits; and

WHEREAS, the LCFS credit broker will work to identify a counterparty for the sale of the LCFS credits at a price to be determined; and

WHEREAS, the LCFS credits will be sold pursuant to an industry-standard purchase and sale agreement; and

WHEREAS, a sample industry-standard Low Carbon Fuel Standards Credit Purchase and Sale Agreement between the City of Roseville and a to-be-identified counterparty, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Low Carbon Fuel Standards Credit Purchase and Sale Agreement is hereby approved in the same, or any substantially similar form as determined by the City Attorney, and that the Acting 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

ARTICLE I – SALE, PURCHASE, AND TRANSFER OF LOW CARBON FUELS STANDARD CREDITS

1.1 General Provisions.

(a) Definitions.

A glossary of the terms used in this Agreement is provided in an appendix entitled "Definitions" and attached hereto.

b) Parties.

The buyer of the Low Carbon Fuel Standard Credits (as defined in the California Low Carbon Fuel Standard Regulation, Title 17, California Code of Regulations, Section 95481) that are the subject of this Agreement is identified in the "Item Details" section on the opening page of this Agreement and shall be referred to hereinafter as "Buyer". The seller of such credits ("Seller") is the other party identified in the opening page of the Agreement. Seller and Buyer may be referred to individually as "Party" and collectively as "Parties" in this Agreement. Low Carbon Fuel Standard Credits may be referred to generally as "LCFS Credits" in this Agreement.

1.2 Sale and Transfer of LCFS Credits.

Subject to the terms and conditions of this Agreement, Seller shall sell and transfer to Buyer, and Buyer shall purchase and accept ownership from Seller of, the Quantity of LCFS Credits specified in the "Item Details" section at the price and having the Year of Generation specified in that section (such LCFS Credits being referred to hereinafter collectively as "Subject LCFS Credits"), all in accordance with Title 17 California Code of Regulations ("CCR") Section 95481, et. seq. (the "Regulation").

(a) Manner of Transfer.

The Subject LCFS Credits (i) shall be identified by Seller in and transferred to Buyer via the LCFS Reporting Tool in accordance with the Regulation, and (ii) shall be identified in the invoice issued by Seller to Buyer. Seller shall submit the Subject LCFS Credits in the LCFS Reporting Tool during the "Title Transfer Window" set forth in the "Item Details" section, above.

1.3 Documentation.

Each Party shall complete and submit to CARB all documents required under the Regulation to effectuate the transfer of the Subject LCFS Credits. Upon the request of a Party, the other Party shall promptly furnish to the requesting Party or its designated representative copies of any such documents redacted where necessary to protect from disclosure of non-material information.

1.4 Transfer Date and Invalidity of LCFS Credits.

(a) Transfer Date.

Upon Transfer Date, Buyer shall purchase and take ownership of the Subject LCFS Credits from Seller for its own use or for transfer to another entity in accordance with this Agreement and the Regulation. For purposes of this Agreement, the "Transfer Date" shall be the date on which Seller submits the Subject LCFS Credits into the LCFS Reporting Tool for delivery and transfer to Buyer.

(b) Invalidity of Transfer By CARB.

Upon notification by CARB that any transfer of all or a portion of the Subject LCFS Credits will not be recorded in the LCFS Reporting Tool, the Parties shall promptly confer and shall cooperate in taking any commercially reasonable actions necessary to cure any defects in the proposed transfer, so that the transfer of such credits can be recorded. If for any reason, CARB invalidates a transfer of any of the Subject Credits from Seller to Buyer and Seller and Buyer are unable to cure the underlying defects, Seller shall address such matter by carrying out one or more of the remedies as provided in Section 5.2, below.

ARTICLE II - PRICE AND PAYMENT CONDITIONS

2.1 Purchase Price.

In consideration for the sale and transfer of ownership of the Subject LCFS Credits and based upon the specific pricing methodology designated in the "Price" subsection in the "Item Details" section, above, either Section 2.1(a) (Fixed Price) or Section 2.1(b) (Formula Price), below, shall apply in determining the Purchase Price for the Subject LCFS Credits under this Agreement:

(a) Fixed Price.

If the fixed price methodology is designated as the basis for the Purchase Price, Buyer shall pay Seller the "Contract Amount" specified in the Item Details section, which amount is the product of the units specified under "Quantity" of the Item Details section above and the unit price specified under "Price" in the Item Details section. The amount specified in the "Contract Amount" of the Item Details section shall be referred to hereinafter as "Purchase Price".

(b) Formula Price

If the formula price methodology is designated as the basis for the Purchase Price, then the "Contract Amount" specified in the Item Details represents the estimated purchase price for the Subject LCFS Credits at the time of execution of this Agreement. The final purchase price shall be determined by multiplying the units specified in the "Quantity" section of "Item Details with the formula price specified in the "Price" section of "Item Details" The resultant value from the calculation shall hereinafter be referred to as the "Purchase Price".

2.2 Taxes.

Each Party shall be responsible for any taxes that may be imposed on it arising from the sale or purchase, respectively, of the Subject LCFS Credits.

2.3 Invoices.

Seller shall issue an invoice for the Subject LCFS Credits to Buyer upon its submission of the Subject LCFS Credits in the LCFS Reporting Tool for delivery and transfer.

2.4 Manner of Payment.

Buyer shall pay to Seller the Purchase Price in accordance with the "Payment" section set forth above by electronic transfer of funds to a bank account previously designated by Seller in writing for this purpose. Notwithstanding anything to the contrary in this Agreement, Buyer shall pay the Purchase Price only upon or following delivery and transfer of the Subject LCFS Credits to Buyer.

2.5 Interest

If the Buyer fails to make payment when due, the Seller shall have the right to charge interest on any amount overdue at a rate equal to LIBOR plus two percent (2%) per annum, but no higher than the maximum rate which may legally be imposed in the circumstances and in the relevant period. This interest shall be calculated on the basis of a three hundred sixty (360) day year and shall be paid for the period starting on and including the due date for payment as set forth in the Special Terms and ending on but excluding the value date of the payment. The foregoing shall not be considered to be an indication of any willingness on the part of the Seller to provide extended credit and shall be without prejudice to any rights and remedies that the Seller may have under this Contract or otherwise.

2.6 Credit

If the Seller, in its reasonable opinion, determines that the financial responsibility of the Buyer or its guarantor (if applicable) has become impaired, or that financial assurances are necessary, then the Seller may require:

(1) cash payment in advance; or

(2) security in a form and amount acceptable to the Seller, including a standby letter of credit issued by a bank acceptable to the Seller; Failure by the Buyer to provide security within the time frame specified in the Seller's notice requesting financial assurances shall be grounds for the Seller to terminate this Contract with immediate effect on written notice to the Buyer or suspend delivery (immediately upon written notice) until acceptable financial assurances are put in place. All liabilities, costs and expenses incurred by reason of the Seller's request for acceptable financial assurances in accordance with this Article shall be solely for the Buyer's account.

ARTICLE III - TITLE

3.1 Transfer of Title.

Legal and equitable title to the Subject LCFS Credits shall be deemed to have transferred to Buyer on the Transfer Date.

ARTICLE IV - REPRESENTATIONS & WARRANTIES

4.1 Seller's Representations & Warranties.

Seller hereby represents, warrants and covenants to Buyer each of the following as of the date of execution of this Agreement and as of the Transfer Date for the Subject LCFS Credits:

(a) Each of the Subject LCFS Credits transferred to Buyer hereunder indefeasibly is a "credit" as defined by the California Low Carbon Fuel Standard Regulations.

(b) Seller has good title to each of the Subject LCFS Credits prior to delivery to Buyer under this Agreement.

(c) Seller is registered with CARB to report transactions in the LCFS Reporting Tool and shall report its transfer of the Subject LCFS Credits to Buyer via the LCFS Reporting Tool. Information submitted by Seller in the LCFS Reporting Tool concerning the Subject LCFS Credits and the underlying transactions covered by this Agreement are true and accurate, and Seller has complied with all applicable requirements of the Regulation with respect to registration of the Subject LCFS Credits.

(d) Seller hereby conveys the Subject LCFS Credits to Buyer free and clear of any liens, encumbrances, claims, security interests, title defects or holds.

(e) Upon transfer and recordation of the Subject LCFS Credits in Buyer's Credit Account, the Credits shall be available for Buyer's use for the Vintage specified in the "Items Detail" section, above.

(f) The Subject LCFS Credits are, immediately prior to delivery, owned by Seller and recorded by Seller in its Credit Account.

(g) Neither Seller, nor any of its associated or parent organizations or affiliates or its customers or the party that owns the project(s) producing the Subject LCFS Credits, has claimed (or will be entitled to claim) directly or indirectly, any of such credits to be delivered under this Agreement as anything other than sold to Buyer.

(h) Seller has and will retain all documentation pertaining to the Credits as required pursuant to the California Low Carbon Fuel Standard Regulations.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

4.2 Mutual Representations & Warranties.

Each Party represents, warrants and covenants to the other Party as follows:

(a) It has the corporate and legal capacity and power and all governmental and other licenses, authorizations, permits, consents, and other approvals (if any) necessary to execute, deliver and perform this Agreement ("Required Authorizations") and that such Required Authorizations shall remain in full force and effect until its obligations under this Agreement have been fulfilled.

(b) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and in good standing.

(c) The execution, delivery, and performance of this Agreement by such Party has been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or any applicable laws.

(d) There is no pending or, to such Party's knowledge, threatened litigation or administrative proceeding that may materially adversely affects its ability to perform this Agreement.

(e) This Agreement constitutes a legal, valid and binding obligation of each Party, subject to any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

(f) It is registered with CARB to report transactions in the LCFS Reporting Tool and has and will comply with all applicable requirements of the Regulation with respect to the Subject LCFS Credits.

ARTICLE V - TERMINATION OF THIS AGREEMENT

5.1 Events of Default.

(a) Termination For Cause; General Remedies.

Each Party to this Agreement shall have thirty (30) calendar days following receipt of written notice from the other Party to cure a material default under this Agreement, including, without limitation, any breach of a representation or warranty made under this Agreement. The non-defaulting Party must provide the defaulting Party with written notice of the default within thirty (30) calendar days of its discovery of such default. When an event of default has occurred, the non-defaulting Party may withhold performance of its obligations under the Agreement pending curing of the default by the defaulting Party.

If the defaulting Party has not cured the default within the above-mentioned thirty (30) day time period, the non-defaulting Party may terminate this Agreement by providing written notice of termination to the defaulting Party. However, the non-defaulting Party may not terminate this Agreement if the defaulting Party has commenced corrective action within thirty (30) calendar days after receiving the default notice and diligently pursues such corrective action. Notwithstanding the immediately preceding sentence, the non-defaulting Party may terminate this Agreement if such corrective action is not completed within thirty (30) calendar days following commencement of the corrective action. In the event that legal action is taken by the non-defaulting Party to enforce the terms of this Agreement or to recover damages resulting from a breach, the prevailing Party in such legal action shall pay the other Party's reasonable costs and expenses incurred in such legal action, including, without limitation, reasonable attorney's fees and court costs.

(b) Termination Based on Declaration of Bankruptcy.

Except as provided by law, either Party may terminate this Agreement upon a declaration of bankruptcy or judicial determination of insolvency of the other Party; the entry by the other Party into any arrangement with creditors or any assignment for the benefit of creditors; or the commencement of any proceeding to appoint, or the appointment of, a receiver or trustee for the other Party.

(c) Termination Due to Force Majeure or Change In Law.

(i) Force Majeure.

If sales and transfers are suspended under this Agreement due to

a Force Majeure event under Article XII and such suspension continues for a period of ninety (90) days or more, the Agreement may be terminated at the option of the Party that is not claiming a Force Majeure Event by giving written notice to the other Party, without further liability of either of the Parties with respect to this Agreement except for any payment obligations arising in respect of the performance of such Agreement prior to the occurrence of the Force Majeure event.

(ii) Change in Law.

In the event the Parties fail to or are unable to agree to changes needed to this Agreement based on Change in Law, either Party may terminate this Agreement in accordance with Section 12.4.

5.2 Specific Remedies for Seller Default.

Notwithstanding anything to the contrary in this Agreement, in the event that Seller fails or is unable to transfer title to the Subject LCFS Credits to Buyer, transfers LCFS Credits that are or become invalid under the Regulation or breaches any of the warranties contained in Section 4.1 (with each such LCFS Credit not transferred, found to be invalid or subject to a breach of warranty referred to as a "Defective Credit" herein), Seller shall carry out one or more of the following remedies, at Seller's sole option, each at Seller's sole cost and expense:

(a) Transfer to Buyer a quantity of valid replacement LCFS Credits meeting the description and criteria specified above in "Item Details" from Seller's bank of LCFS Credits equal to the quantity of the Defective Credits (less the quantity of any valid LCFS Credits obtained pursuant to Sections 5.2(b) and 5.2(c)), with such transfer occurring within thirty (30) calendar days of receiving written notice from the Buyer that all or a portion of the Subject LCFS Credits are defective, that Seller has failed to transfer title as required under this Agreement and/or that Seller otherwise has breached one or more of the warranties in Section 4.1. Such replacement LCFS Credits shall meet the warranty requirements of Section 4.1 and shall be referred to herein as "Subject LCFS Credits";

(b) pay Buyer the positive difference, if any, between (i) the Market Value of the Defective Credits Seller has failed to replace and (ii) the Purchase Price, with such sum increased by any amount already paid by Buyer to Seller on account of the Defective LCFS Credits (including a refund of the Purchase

Price paid by Buyer for the Defective Credits, along with interest on that amount at the Interest Rate from the date of Buyer's payments), all within thirty (30) calendar days of Seller's receipt of Buyer's invoice for such LCFS Credits; and/or

(c) reimburse Buyer for Buyer's reasonable costs and expenses incurred in connection with obtaining and transferring a quantity of valid replacement LCFS Credits meeting the description and criteria specified in "Item Details" equal to the quantity of Defective LCFS Credits (less the quantity of any valid LCFS Credits obtained pursuant to subsections Section 5.2 above, each within thirty (30) calendar days of Seller's receipt of Buyer's invoice for such LCFS Credits.

For purposes of this Agreement, "Interest Rate" shall mean the lower of (i) two percent (2%) over the then-current U.S. prime rate, as listed in the Money Rates section of The Wall Street Journal on the first day of the month in which such interest was calculated, and (ii) the maximum lawful rate.

For purposes of this Section 5.2, "Market Value" means the quantity of Defective Credits that have not been replaced hereunder multiplied by the market price for replacement LCFS Credits as determined in a commercially reasonable manner mutually by the Parties based on reasonable valuations such as quotations from leading dealers in physical trading markets, comparable sales or purchases of LCFS Credits and any other bona fide third party offers, all adjusted for the length of the term, relevant payment due dates, transfer dates, and transaction volume.

5.3 RESERVED.

5.4 Good Faith Cooperation.

In the event the provisions of this Article V are invoked, Buyer shall work with Seller in good faith to assist Seller in fulfilling its obligations under this Article V.

5.2 Exclusive Remedies.

The Parties' duties, rights and remedies described in this Agreement are the Parties' sole and exclusive rights and remedies relating to this Agreement.

ARTICLE VI - INDEMNITY

6.1 Indemnification.

Subject to Article VII, below, each Party (the "Indemnifying Party") shall indemnify and hold the other Party (the "Indemnified Party") harmless against any losses, damages (to person and/or property), liabilities, fines, penalties, claims, costs, and expenses (including, without limitation, reasonable consultant fees, attorneys' fees and court costs) of any kind whatsoever to the extent incurred by the Indemnified Party or its affiliates, or their respective officers, directors, or employees resulting from the Indemnifying Party's breach of this Agreement and/or its negligence or willful misconduct in the performance of its obligations under this Agreement, except to the extent such liability results from the Indemnified Party's negligence or willful misconduct.

ARTICLE VII - LIMITATION OF LIABILITY

7.1 Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUE, OR BUSINESS INTERRUPTION, OR FOR EXEMPLARY OR PUNITIVE DAMAGES, IN ANY AMOUNT IN CONNECTION WITH THIS AGREEMENT.

ARTICLE VIII - CONFIDENTIALITY

8.1 Confidentiality Obligations.

Each Party shall maintain Confidential Information (as defined below) in the strictest confidence, and shall not, without the written consent of the other Party or as permitted by this Section 8.1 and Section 8.3, below, disclose such Confidential Information. Notwithstanding the foregoing, either Party may disclose the Confidential Information to its employees, representatives and agents who: (a) need to know the Confidential Information and (b) have been instructed and have agreed not to disclose the Confidential Information pursuant to the terms of this Agreement. Each Party shall be responsible for any breach of this Article VIII by any of its employees and agents, and shall use its good faith efforts to restrain such persons from the unauthorized use or disclosure of the Confidential Information. The confidentiality obligations under this Agreement shall continue for a term of three (3) years from

the Effective Date of this Agreement.

8.2 Scope.

For purposes of this Agreement, "Confidential Information" means all oral and written information exchanged between the Parties with respect to this Agreement. The following material, however, does not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by the receiving Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to the receiving Party on a non-confidential basis from a third party if, to the receiving Party's knowledge, such third party is not subject to any prohibition against disclosing the information to the receiving Party; and (d) information that is independently developed or derived by the receiving Party without use of Confidential Information.

8.3 Required Disclosure.

If a Party its employees, representatives or its agents are required to disclose Confidential Information by a discovery request, Freedom of Information Act (or state equivalent) request, investigative demand, subpoena, or order issued by any governmental regulatory, self-regulatory or supervisory authority having appropriate jurisdiction in connection with any investigation, audit or information-seeking exercise or by a court in a legal proceeding (collectively, a "Discovery Request"), that Party (the "Required Party") shall provide the other Party with prompt notice of and a copy of any Discovery Request, if Required Party's counsel determines that such notice is permitted by law, so that the other Party may seek an appropriate protective order or waive compliance with the provisions of this Article VIII. Failing entry of a protective order or upon the receipt of a waiver hereunder, the Required Party may disclose such Confidential Information pursuant to the Discovery Request. In any event, the Required Party shall not oppose action by the other Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. Notwithstanding the limitations in this Section 8.3, in the event that access to or delivery of Confidential Information is requested or required, the Required Party will give to the other Party written notice of same as provided above, but may comply

with such request or requirement.

ARTICLE IX - BUSINESS PRACTICES

9.1 Business Practices.

To the best of its knowledge and ability, each Party shall ensure that all financial settlements, billings, and reports it renders to the other Party under this Agreement accurately reflect the facts about all activities and transactions related to this Agreement. Each Party may rely upon such settlements, billings and reports as being complete and accurate in any further recording and reporting made by such other Party for whatever purpose. Each Party shall notify the other Party promptly upon discovery of any instance where the notifying Party has reason to believe that such material is no longer accurate and complete.

ARTICLE X - CONFLICTS OF INTEREST

10.1 Conflicts.

In performing its obligations under this Agreement, each Party shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of the other Party. Each Party shall review such business standards with reasonable frequency during the term of this Agreement. Such activities shall include, without limitation, those related to the activities of its employees and agents in their relations with the other Party's employees, agents, and representatives, and other third parties.

ARTICLE XI - AUDIT

11.1 Right to Audit.

Buyer may request an audit of the underlying transactions in connection with the sale and transfer of the Subject LCFS Credits under this Agreement in order to verify that the representations, warranties and covenants under this Agreement have been and are being met. Upon Buyer's request, Seller and Buyer shall appoint a third party auditor mutually acceptable to both Parties to conduct the audit. Seller and Buyer shall cooperate in good faith with such auditor and with each other in the conduct of the audit, which shall include making available to the auditor no more than one time in any rolling 18 month

period relevant documents redacted where necessary to protect from disclosure information non-material to the audit, in Seller's or Buyer's possession or custody for review and providing reasonable access to each Party's relevant personnel for review purposes no more than one time in any rolling 18 month period during the term of this Agreement and for a period of two (2) years following expiration or termination of this Agreement. The cost of the audit shall be borne by the Buyer. Seller shall preserve all records required by the Regulation for the period prescribed therein.

ARTICLE XII - FORCE MAJEURE

12.1 Force Majeure Event.

Subject to Section 12.2, below, a Party shall not be liable for any failure to perform its obligations under this Agreement to the extent its performance of such obligations is prevented, in whole or in part, due to the occurrence of any event or circumstance, whether foreseeable or unforeseeable, that is reasonably beyond the control of such Party and which, by the exercise of due diligence, such Party could not have remedied, avoided or overcome (any such event, a "Force Majeure Event"). Such events shall include, without limitation, (i) fires, explosions, floods or actions of the elements and acts of God, (ii) compliance, whether voluntary or involuntary, with acts, orders, regulations, or requests of any federal, state, or local civilian or military authority, or any person purporting to act therefore, (iii) insurrections, wars, rebellions, or riots, and (iv) strikes or labor difficulties, even though the labor difficulty or strike could be settled by acceding to the demands of a labor group or others; provided, however, that Seller shall not receive the benefit of a suspension of its obligations pursuant to this Article XII where the relevant LCFS Credits it transfers or intends to transfer are invalid for purposes of the Regulations, except to the extent that such failure was caused by an event that would otherwise satisfy the definition of a Force Majeure Event as set forth in this Article XII

For purposes of this Agreement Contract, the term "Force Majeure Event" expressly excludes (i) a failure of performance of any person other than the Parties, except to the extent that such failure was caused by an event that would otherwise satisfy the definition of a Force Majeure Event as set forth in this Article XII, (ii) the loss of the Buyer's market or any market conditions for any LCFS Credits that are unfavorable for the Buyer or the Seller, (iii) the loss of the Seller's intended

supply of LCFS Credits, except to the extent that such failure was caused by an event that would otherwise satisfy the definition of a Force Majeure Event as set forth in this Article XII, (iv) the failure of the Seller's intended supplier of LCFS Credits to perform, except to the extent that such failure was caused by an event that would otherwise satisfy the definition of a Force Majeure Event as set forth in this Article XII, (v) any failure by a Party to apply for, obtain or maintain any permit, license, approval or right of way necessary under applicable law for the performance of any obligation hereunder, and (vi) a Party's inability to economically perform its obligations under this Agreement.

12.2 No Relief From Payment.

Notwithstanding the provisions of Section 12.1, nothing contained in this Agreement shall relieve a Party of its obligation to make payments when due with respect to performance prior to the occurrence of a Force Majeure Event, including Buyer's obligation to pay in full the purchase price or any other amounts due for the relevant LCFS Credits actually delivered hereunder.

12.3 Notice.

In the event that a Party believes a Force Majeure Event has occurred that will require it to invoke the provisions in this Article XII, such Party shall use commercially reasonable efforts to give prompt oral notice to the other Party followed by written notice within two (2) Business Days of the occurrence of such event, which notice shall describe the underlying circumstances of the particular causes of the Force Majeure Event, the expected duration thereof and the volume of the relevant LCFS Credits affected. The Party claiming the existence of a Force Majeure Event shall also use commercially reasonable efforts to give the other Party notice of cessation of the Force Majeure event and the date when performance is expected to resume.

12.4 Change in Law.

Notwithstanding anything to the contrary in this Agreement, if any statutes, rules, regulations are enacted, amended, granted or revoked ("Change in Law") that have the effect of changing the transfer and sale procedure set forth in this Agreement so that the implementation of this Agreement becomes impossible or impracticable, the Parties shall negotiate in good faith to

amend this Agreement to conform with such new statutes, rules, regulations, procedures, in order to maintain the original intent of the Parties under this Agreement. In the event the Parties cannot agree to changes needed to this Agreement based on the Change in Law, either Party can elect to terminate this Agreement upon delivery of written notice thereof to the other Party. Any such termination shall be without any liability to either Party (other than for performance of obligations which accrued prior to such termination, including the payment to Seller for Credits delivered prior to such termination).

ARTICLE XIII - GENERAL PROVISIONS

13.1 Notices.

All notices, invoices, and other documents required or permitted under this Agreement, must be in writing, and with respect to each Party, shall be addressed and sent to the respective address and representative of such party as set forth in the signature block of this Agreement. Each Party may change its address by providing written notice using the above-mentioned contact information. Notices provided under this Section 13.1 shall be deemed received only upon the date of delivery or successful transmission by certified mail return receipt requested by U. S. Mail or a nationally recognized overnight courier, facsimile, or email.

13.2 Assignment.

This Agreement shall not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, such consent not to be unreasonably delayed, conditioned or denied. Any assignment in violation of this provision shall be void and of no legal effect. Subject to this Section 13.2, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

13.3 Entire Agreement.

This Agreement contains the entire agreement between the Parties regarding the subject matter hereof and completely supersedes all other understandings or agreements, both written and oral, including any term sheet or confirmation, between the Parties relating to the subject matter hereof. There are no representations, stipulations, warranties, agreements or understandings with respect to such subject matter that are not

fully expressed herein.

13.4 Amendments; Binding Effect.

No amendment to or modification or waiver of all or any part of this Agreement shall be of any force or effect unless in writing and signed by both of the Parties to this Agreement (or their respective successors in interest). This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

13.5 Severability.

If any of the provisions, or portions thereof, of this Agreement is held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provisions or portions thereof shall be deemed to be severed, but only to the extent of such invalidity, illegality or unenforceability. The remaining provisions of this Agreement shall remain in full force and effect and may be enforced to protect and reflect the original intent of the Parties.

13.6 Waiver.

No delay or omission by a Party in the exercise of any right under this Agreement shall be taken, construed, or considered as a waiver or relinquishment thereof, and any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions herein are breached and thereafter waived by a Party, such waiver is limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

13.7 Counterparts.

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument.

13.8 Imaged Agreement.

The executed original of this Agreement or other related instruments may be photocopied and/or stored on computer tapes, disks, hard-drives or other electronic media ("Imaged Agreement") and such Imaged Agreement shall be deemed an original and shall have the same valid and binding effect. If an Imaged Agreement is introduced as evidence in any judicial,

arbitration, mediation or administrative proceedings, it shall be considered as admissible evidence. Neither Party shall object to the admissibility of the Imaged Agreement on the basis that such was not originated or maintained in documentary form.

13.9 Headings.

The article and section headings in this Agreement are solely for convenience and shall not be considered in its interpretation.

13.10 Compliance With Laws; Forward Contract.

Each Party shall comply with all federal, state and local laws, regulations, licenses, permits, compliance requirements, decisions, orders, injunctions, directives, judgments, policies, decrees, including judicial or administrative interpretations, applicable to any activities undertaken or performed by either Party under this Agreement or under any amendments to this Agreement. The Parties acknowledge and agree that this Agreement constitutes a "forward contract" and that the Parties are "forward contract merchants" within the meaning of the United States Bankruptcy Code 11 U.S.C. §§ 101 (25) and (26), respectively.

13.11 Mutual Negotiation.

This Agreement was negotiated and prepared by both Parties with advice of counsel to the extent deemed necessary by each Party. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be used in interpretation of this Agreement.

13.12 Further Assurances.

The Parties shall work in good faith at the request of the other Party as may be necessary to ensure that the LCFS Credits are transferred properly from Seller to Buyer in accordance with the terms of this Agreement and the applicable laws.

13.13 RESERVED

13.14 RESERVED

13.15 Governing Law; Jury Trial.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its conflicts of law principles and laws. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDINGS RELATING TO THIS AGREEMENT OR THE SUBJECT LCFS CREDITS TRANSFERRED HEREUNDER.

13.16 Survival.

The following provisions shall survive expiration or termination of this Agreement: Section 5.2, and Articles IV and VIII.

*

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*

The Parties have signed this Agreement below to indicate their respective consent to be bound by its terms as of the Effective Date.



COUNCIL COMMUNICATION

CC #: 9426

File #: 0800-03 & 0800-02

Title: Outreach, Communication and Graphic Design Services - Professional Services Agreements

Contact: Vonette Fontaine 916-774-5625 vfontaine@roseville.ca.us
Maurice Chaney 916-774-5539 mchaney@roseville.ca.us

Meeting Date: 8/1/2018

Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt resolutions authorizing the Acting City Manager to execute two professional service agreements, one with 3-Fold Communications, LLC and the other with ProProse, LLC for the development and implementation of outreach, strategic communication and graphic design activities to meet specific outreach/communication needs for Roseville Electric Utility, Environmental Utilities, Utility Exploration Center and other city departments, on an as-needed basis. The agreements' costs will not exceed \$489,000 annually: \$292,000 for ProProse and \$197,000 for 3-Fold Communications. Funds are available in the departments' FY2018-19 budgets.

BACKGROUND

Roseville Electric Utility and Environmental Utilities use outside firms to help develop and support utility-related communication, outreach and marketing activities to ensure customer needs and state-mandated outreach requirements are met in the most effective and efficient manner. Outside agencies support communications professionals on staff, with additional workload capacity and expert services at a reasonable cost to promote utility programs and services to customers.

In February 2018, the City released a request for proposal (RFP) for utility communication marketing and outreach support. Eight vendors submitted proposals that were reviewed by public relations professionals representing the City of Sacramento, the California Municipal Utilities Association, Roseville Environmental Utilities and Roseville Electric Utility. After careful review of consultants' technical expertise and experience and reference checks, staff recommends 3-Fold Communications, LLC and ProProse, LLC each be awarded a two-year contract for FY 2018-19 and FY 2019-20, with an optional third-year contract extension for FY 2020-21.

The recommended vendors collectively will perform the following key tasks as determined by each utility:

- Update and implement Roseville Electric Utility's communication, marketing and outreach plans, using customer satisfaction and communication surveys.
- Implement Environmental Utilities' existing marketing plans, including annual tactical plan development and implementation, and provide strategic communications counsel and other related services.
- Provide ongoing graphic design services for the utilities' newsletters, annual reports, brochures and other graphic design services as needed. - Offer counsel on critical projects including our meter upgrade, a multi-year infrastructure upgrade and communication process.

Alignment of Proposed Contract to State-Mandated Outreach and Communications Requirements:

As utilities, Environmental Utilities and Roseville Electric Utility are subject to various government mandates, which require that the utilities undertake outreach activities to educate their customers as specified below:

Environmental Utilities

- Solid Waste: The primary mandate driver for the Solid Waste Utility is Senate Bill 1016 (Chapter 343, Statutes of 2008) which shifted the focus from landfill diversion of recyclables as a performance measure to a focus on reducing the per capita, per day disposal rate by residents and people employed within the city limits (i.e., the daytime population). CalRecycle, by law, sets a per capita/per day target for Roseville and the City of Roseville has to meet or be below that performance target. CalRecycle expects that per capita disposal trend to continue to decrease over time. For this to occur, the City of Roseville has to encourage source reduction and increased reuse among our utility customers. The primary way the city does that is through public education and outreach.
- Water: In California, droughts are a part of life and the next dry year is always around the corner. As such, there is a continued need to use water as efficient as possible. One of the critical ways to create change is through public education and outreach and direct marketing to raise awareness and behaviors of Roseville's residential and businesses customers. Reaching the state's target to reduce water use by 2020 is and will be done through water efficiency program participation.
- Wastewater: The State Water Resources Control Board mandates that the City of Roseville implement a Sewer System Master Plan (SSMP) which includes implementation of residential outreach to discourage the habit of dumping kitchen grease down the drain which causes fatty clogs in the wastewater system and eventually creates sewer system overflows (SSOs) which can cause sewage discharges to the stormwater system. When these sewer overflows occur, the city can be held liable for those spills, even if the city did not cause the overflow, and can be subject to significant fines. The State of California, through the SSMP, expects that the city undertake thorough public outreach to prevent SSOs in the first place.

Roseville Electric Utility

As required by California Assembly Bills (AB) 1890 and 2021, and Senate Bill (SB) 1, electric utilities in California are required to collect "public benefit" dollars from all electric customers. These public benefit dollars are to be used by each local publicly owned electric utility to acquire energy efficiency and demand reduction (including solar electric generation) from ratepayers, provide low-income assistance programs and conduct research and development in energy efficiency. AB 2021 also mandates that electric utility governing bodies adopt a 10-year energy efficiency plan. In 2019 Roseville Electric Utility's goal is to reduce energy use by a total of 8,549 MWH or .72 percent of all energy sold. Reaching the City's energy reduction target and

supporting public benefit programs is done through energy efficiency program participation and behavior change. With new homes having a higher level of energy efficiency measure included as a standard feature, reaching our energy reduction goals is challenging. To attract more customer participation in the city's electric utility rebate programs/efficiency programs and bring about behavior change, the city must implement a robust communications/outreach program.

Utility Exploration Center

The Utility Exploration Center, a public utility education center for residents and businesses, is the front door for utility-related outreach and messaging. To assist with providing program and services that foster thorough education and outreach for school-aged kids, teenagers and adults that live work and play in Roseville, this contract will serve to augment marketing and communication support already provided by center staff.

In addition, other city departments may use services provided under these agreements as needed, to a value of \$25,000 each fiscal year. Other city department activities – should they be needed – will be funded by the department seeking those services.

FISCAL IMPACT

The contract amounts are not to exceed a total of \$489,000 annually and is included the Council-approved FY2018-19 budgets of Environmental Utilities, Roseville Electric Utility and the Utility Exploration Center. Other City Departments may utilize services under the agreements, within the approved contract amounts, not to exceed \$25,000, and only if funds are available in their Council-approved budgets. Funding for FY2019-20 will be requested as part of the City's budget process and is subject to future City Council approval. Staff requests the City Manager be granted the authority to extend the contract for one year (FY2020-21) without additional Council approval.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

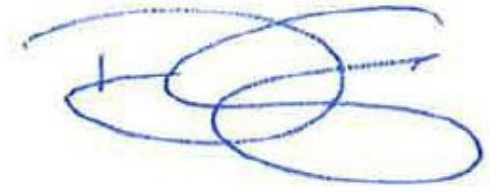
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). Professional Services Agreements for Outreach, Communication and Graphic design services do not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Vonette Fontaine, Electric Public Information Officer

Michelle Bertolino, Electric Utility Director

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-317

3Fold Communications Contract

Resolution No. 18-318

ProProse Contract

RESOLUTION NO. 18-317

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND 3-FOLD COMMUNICATIONS, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an on-call professional services agreement regarding utilities communications/marketing support and graphic design services, by and between the City of Roseville and 3-Fold Communications, 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 Acting City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is authorized to execute two additional one-year renewals without further City Council approval, provided that the applicable budget is approved by the City Council.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

Utilities Communications/Marketing Support and Graphic Design Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and 3-Fold
Communications, LLC, a California limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 07-053 for professional services
consisting of Utilities Communications/Marketing Support and Graphic Design services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal which
describes the scope of services to be performed by CONSULTANT, and the hourly rates for
performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide Utilities
Communications/Marketing Support and Graphic Design services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on
June 30, 2019. The City Manager may, in his or her discretion, elect to extend the Agreement in
one (1) year increments for up to an additional two (2) years by giving CONSULTANT thirty

(30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one, or more than one CONSULTANT from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single CONSULTANT. In addition, the inclusion of any CONSULTANT on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed one hundred ninety-seven thousand dollars per year (\$197,000.00) for an overall total compensation for the initial term. Total compensation for optional renewal years of this Agreement shall not exceed one hundred ninety-seven thousand dollars per year (\$197,000.00). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

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.

4. 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.

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

COVERAGE

Workers' Compensation

LIMITS OF LIABILITY

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.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Time is of the Essence. Time is of the essence of this Agreement.
8. 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.
9. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.
10. 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.
11. 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.
12. 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.
13. 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.

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

15. 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.

16. Termination of Agreement. 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. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. 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.

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

CONSULTANT

Michelle Bertolino
Electric Utility Director
2090 Hilltop Circle
Roseville, CA 95747

Gordon Fowler
2031 K Street
Sacramento, CA 95811

Richard Plecker
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

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 CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

3-Fold COMMUNICATIONS, LLC, a
California limited liability company

BY: _____
DOMINICK CASEY
Acting City Manager

GORDON D. FOWLER
BY: _____
its: PRESIDENT / CEO
and

SIGNATURES CONTINUED ON FOLLOWING PAGE

ATTEST:

BY: _____
its: _____

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

APPROVED AS TO SUBSTANCE:

BY:  _____
MICHELLE BERTOLINO
Electric Utility Director

EXHIBIT “A”

Project Goal: Position EU, RE and UEC as vital community assets in Roseville and demonstrate an increase in awareness and participation in various resource efficiency services.



Project Objectives

- Stay engaged with home and business customers
- Maintain positive customer relationships
- Promote awareness of all programs and services
- Increase resident and business participation in programs and services



Key Message Approaches

- Highlight relationships with customers around positive interactions they experience with EU, RE and UEC versus interactions that occur solely when services stop working
- Encourage customers' sense of ownership for EU, RE, and UEC by using marketing tactics designed to create real-world value and useful educational moments
- Continue to use messages that customers can easily understand when communicating various resource efficiency services provided by the City



Target Audiences

Primary

- Placer County and City of Roseville residents of all income and education levels, ethnicities and cultures, with emphasis on:
 - » Adults age 25-64, skewed toward women
 - » English speakers
 - » Ratepayers
- Businesses: Leaders and other employees of businesses in Roseville

Secondary

- Other Roseville residents:
 - » Seniors age 65+ (especially targeting those living in retirement communities)
 - » Young adults age 20-24 living independently from their parents
 - » Non-English-speaking/bilingual residents
 - » Children and teens age 5-19
- Influencers that serve, inform and involve Roseville residents and businesses
 - » News media
 - » Educators and educational institutions
 - » Community groups
 - » Other municipal departments and agencies
 - » Roseville Chamber of Commerce
 - » Downtown Roseville Merchants, Inc.
 - » Elected city officials
 - » Local city council members and public utilities commission
 - » Regional and state elected officials



Strategic Approach

Marketing is the single best method for communicating an organization's values. With EU and RE objectives focused on engaging with home and business customers, maintaining positive customer relationships, promoting awareness of all programs and services, and increasing resident and business participation in programs and services, success will stem from using a marketing campaign that resonates with customers' personal values.

3fold has found that pride for living in Roseville is high, based on recent customer surveys and interviews, so aligning a campaign with that Roseville pride — and highlighting things associated with it — will align EU/RE with core residential and business values. Establishing this common ground will pave the way for Roseville residents and businesses to learn more about all programs and services.

Highlight customer values and pride for

- Living in Roseville
- Supporting local businesses
- Family
- Home ownership
- Environmental stewardship

This was why 3fold originally developed the "Where Utilities Meet Life" campaign for Roseville Utilities. It is also why we believe evolving the campaign to include an updated look and expanded messaging that not only includes RE in a larger capacity, but also encompasses work with partners and programs, as well as service-specific messaging on a larger scale, is the right strategy.

This approach not only demonstrates consistency of service messaging for customers but also establishes entirely new pathways of marketing exploration.

Our Work

- Position EU, RE and UEC as vital community services in-line with customer values
- Highlight and enhance the relationship between EU and RE and its business customers
- Showcase EU, RE and UEC employees and their values to increase personal connections between the utility and its customers, boost compassion for the utility and its workers, and to create a built-in pipeline for recruiting for future employees
- Continue supporting marketing efforts on an as-needed basis

Recommendations

As per our scope of work with EU, "Where Utilities Meets Life" launching digitally in April 2018, 3fold recommends evolving the value campaign for a new phase with a broader reach.

- The goals for this include:
 - » Use graphics and messages that increase access to programmatic information and showcase positive customer relationships
 - » Launch "Where Utilities Meet Life" for residential customers and programs
 - » Utilize "Where Utilities Meet Business" for business customers and programs
 - » Keep the utilities' hometown feel by showing the personal stories of its employees
 - » Future recommendations include consolidating EU and RE under the Roseville Utilities brand for the highest level awareness pieces, allowing customers to create a stronger relationship with their utilities without diluting their interactions between numerous entities (business lines will be differentiated once the user clicks from the ad to the website)

Additionally based on our co-created yearly, social editorial calendar, 3fold can support Roseville Utilities in social media and continue to expand UEC's reach and impact in Roseville and beyond.

Evolve Roseville's Value Campaign, "Where Utilities Meet Life"

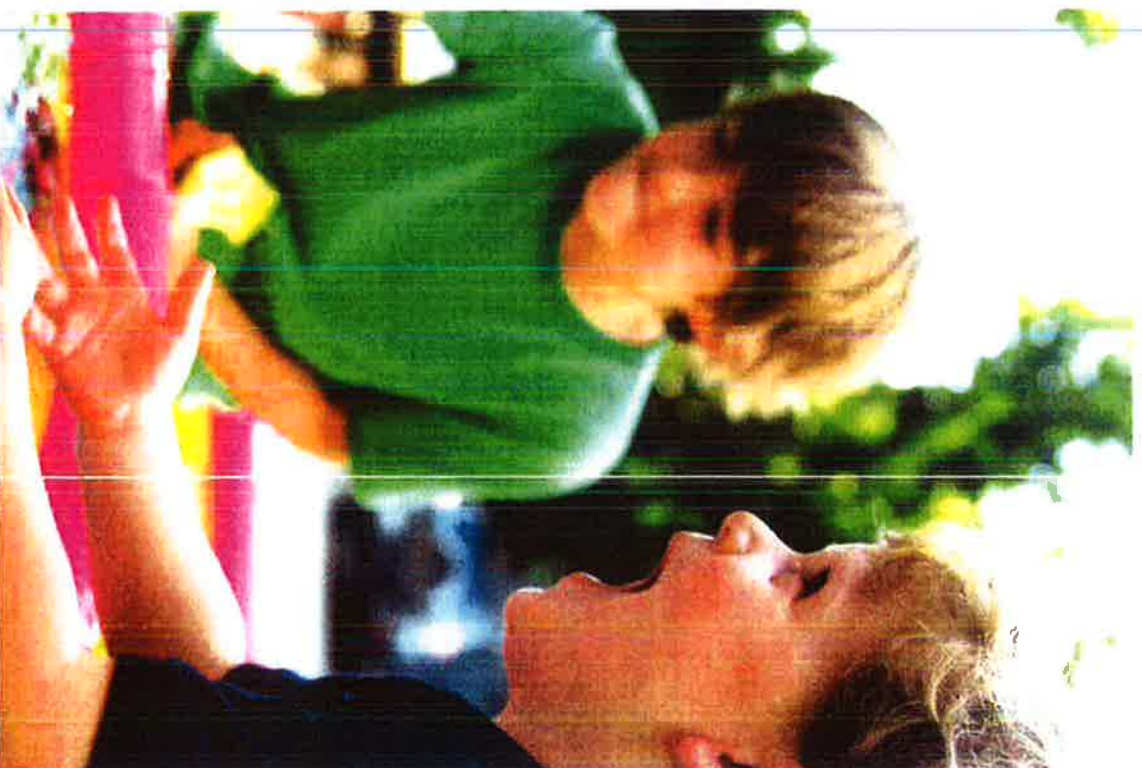
Project team: Jessica, Matt, Mallory, Jonathan, Carol, Cory, Media Sol, Unseen Heroes

Three years ago, when 3fold responded to this RFP for the first time, we suggested a "Where Utilities Meet Life" campaign. The purpose was to shift utility messaging to the ways utilities impact customers' lives for the better, and how they forge connections to family, friends and neighbors. The goal was to approach marketing efforts from the customer's perspective – finding and leveraging the places and situations in which real life and utilities themselves will be part of RE and EU's stories.

Since then, the "Where Utilities Meet Life" slogan has been used in a number of ways, from radio, cinema, and digital advertising, to bill inserts, website graphics and signage in downtown Roseville, all focused on the endless number of ways utilities interact with their customers in their big and small life moments.

Throughout the past three years, this campaign has built invaluable brand equity as a foundation for the utilities' brand for residents. Now that the foundation has been established, we're excited to grow and expand the messaging and its touch points in bigger and more engaging ways.

We also believe strong movements take time. This is an opportunity for Roseville to scale its investment by building on the existing equity and taking it to new heights. We will leverage the strength and versatility of the "Where Utilities Meet Life" campaign foundation and add real-world elements, such as applying photography of actual Roseville residents and business owners.



Concept

The key to the evolution of this campaign will be using real resident and business owner stories to drive advertising, content and messaging. By using real people, this campaign will promote sharing and viral support from neighbors and businesses so the message will travel farther.

Where Utilities Meet Life will be segmented into a campaign to reach residents titled, "Where Utilities Meet Life" and a campaign to reach businesses titled, "Where Utilities Meet Business."

Including businesses in this campaign ensures that all utility-specific programs and messaging are bridged under one cohesive campaign. Each segment will include an individualized presence with unique icons, imagery and messaging.

Messaging

All campaign messaging will be positioned as positive and proactive, directly responding to the top three utility needs for both residents and businesses:

- Direct out-of-pocket savings
- Enhanced quality of living and comfort
- Environmental responsibility

Color Pallet

3fold will use the city's vibrant color pallet to compliment individual stories and testimonials, breathing life into static ads through vibrant and recognizable colors.

Icons

Icons are recognizable images that show the range of the City's utility efforts and work. The design is clean and simple. These utility icons can be used individually or in tandem, so that exhibits at UEC can be explained easily or a testimonial for business rebates may include rebates from both RE and EU.

- Heart: Community, joy, pride
- Water droplet: Water, recycled water, stormwater
- Dollar sign: Rebates or savings
- Waste bin: Solid waste disposal and recycling
- Sewer cover: Wastewater
- Plug: Electric and solar



Resident Focused

The resident-facing campaign for "Where Utilities Meet Life" should be used in tandem with the established campaign brand colors and icons, but include the resident-specific visuals and images.

Imagery

Whenever possible, 3fold would like to use real photos of residents in lieu of stock photography. Although more difficult to set a particular look and feel, 3fold believes user submitted photos will be more widely shared and engaged with on social media. When using stock imagery, however, 3fold will use photos of people sharing intimate moments together, to show how intimately utilities meet life on a daily basis.

Messaging

Messages will include testimonials when possible, yet to keep this campaign versatile, 3fold will also be free to include simple messaging to show how a rebate or a program can support residents' lives.

- "Thank you Roseville Utilities for helping cool our home efficiently through your HVAC and Smart Thermostat rebate. Now, we can stay cool on those hot summer nights." Roseville: Where utilities meet life.
- More home-cooking. Fewer clogged drains. Live your best life. We'll do the rest. Roseville: Where utilities meet life/home.
- "Thanks Roseville for helping our sustainable yard become a reality with your rebate program." Roseville: Where utilities meet life.

Where utilities meet life



Sample Facebook Post



Sample Facebook Post



Sample Magazine Ad

The following are examples of resident-facing programs that can also fall under the "Where Utilities Meet Life" campaign umbrella for EU:

- One Big Bin (residential)
- Live Sewer Smart
- Battery Take Back
- H2O Guy
- Cash for Grass
- Our Water Our World
- Call Us First
- Water Wise House Calls
- Sustain the Gains
- LED Light Bulbs
- Green Roseville (renewable energy)

Community Activation

This campaign encourages customer interaction and participation with the Roseville Utilities social channels. 3fold plans to run contests for customer sent photos or testimonials, so that people can see their new lawns and their families proudly shared on Roseville channels. This strategy may also extend to outreach booths and tabling events.



Business Focused

"Where Utilities Meet Business" will reach commercial and business owners. This campaign will also work in tandem with the main, "Where Utilities Meet Life" brand by using customized visuals and imagery specific to Roseville businesses.

Imagery

Whenever possible, 3fold would like to use real photos of businesses, in lieu of stock photography. The style of photos will either be individual shots of business owners at work, or graphics will show people having intimate moments together – in a local Roseville business. By leveraging the business community, 3fold believes this campaign will draw maximum customer support and propensity for social sharing.

Messaging

Messages will include testimonials when possible, yet to keep this campaign versatile, 3fold will also be free to include simple messaging to show how a rebate or a program has supported a local business owner.

- More utility rebates. Less overhead. Grow your business. We'll do the rest. Roseville: Where utilities meet business.
- Commercial kitchen = Updated appliances + Business rebate "Serving Pizza 7 days a week. Thanks, Roseville for helping my business get to the next level." Roseville. Where utilities meet business.
- More cost-saving tips. Fewer out-of-pocket expenses. "Thanks, Roseville for helping our business win this year's patio competition." Roseville. Where utilities meet business.

Where utilities meet business.



Sample Facebook Post



Sample Facebook Post



Sample Magazine Ad

The following are examples of business-facing programs that also fall under the "Where Utilities Meet Business" campaign:

- One Big Bin (see recommendation below)
- Battery drop-off
- Organics program
- Green waste
- Electric energy efficiency tips
- Electric rebates
- Water rebates
- Water Efficiency Lunch N' Learn (proposed event in partnership with UEC)
- Water Insight Program (usage and comparison rates)
- Live Sewer Smart

When considering sub-campaigns, 3fold will see to it that all branding ties together, whether it is with similar logo placement or "Where Utilities Meet Life" messages, so messages about rebates and programs seem to come from the same trusted source, instead of visually disparate locations. This way, each business division can attract potential customers to their website, where they can then sub-brand by division as needed (electric rebates vs. water rebates, etc).

Community Activation

This campaign encourages business customer interaction and participation with this campaign. Businesses will extend their advertising reach by participating in this campaign, so 3fold expects to find willing participants in the Roseville business community.

Employee Focused

Another way to use the "Where Utilities Meet Life" concept is to use it to introduce City of Roseville Utilities employees to the public they serve. We will use this campaign to humanize Utilities and make them feel like a member of the neighborhood.

To begin, 3fold wants to leverage the videos already created in the "Your Roseville Utility" YouTube campaign to expand the exposure of each video and to ladder it up into the bigger campaign. These would be cut into vignettes, utilizing the iconography of the campaign to showcase the employee and how they are involved in the community.

As part of a current scope, 3fold plans to work with Roseville's video team to concept and direct additional videos that feed into this messaging. We hope to expand this work over the next few years.

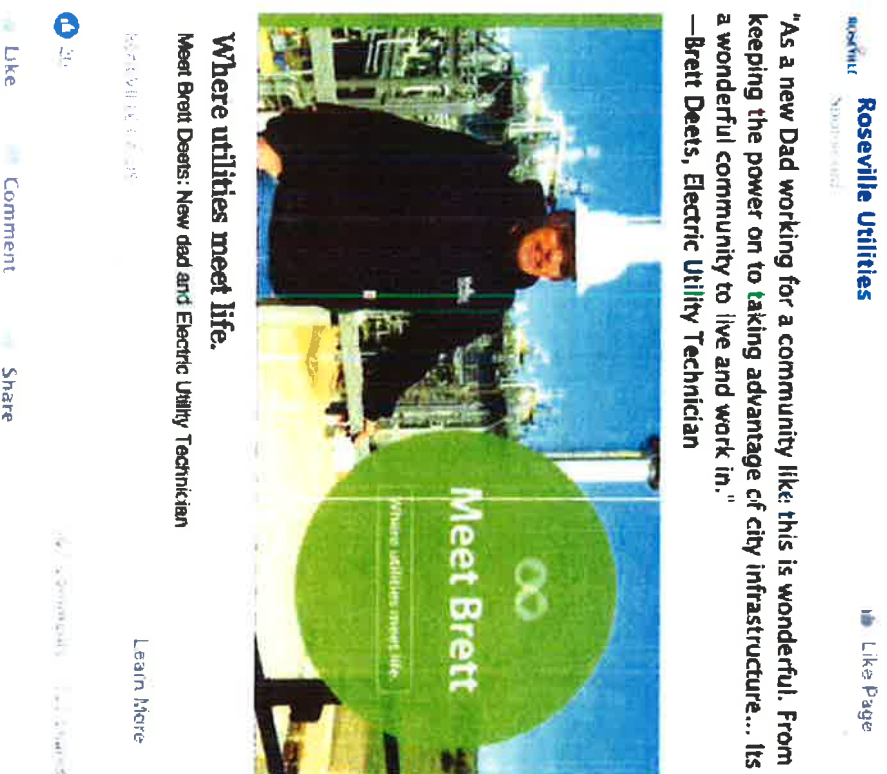
Imagery

This campaign will first repurpose the current graphics with staff looking head on at the camera. Moving forward, we may explore using graphics of them doing their job, while utilizing B-roll of employees interacting directly with community members.

Messages

3fold foresees these videos being short, with 15 or 30 second clips. If a user enjoys or clicks the video, they can watch the entire segment. Due to the brevity of the clips, messages will be focused on how employees love to live and work in this community. Longer messages can go deeper into their lives, habits and jobs.

Where you meet us.



Sample Website Slider



Sample Facebook Post



Sample Facebook Post



Future Recommendation: Consolidate External Marketing Under One Central Utility Brand

Project team: Jessica, Matt

After working with and researching on behalf of EU, RE, and UEC for the last three years, we've learned that the average customer does not differentiate with high-level, general awareness-style messages between the different business lines of wastewater, stormwater, electric, and waste. To customers, these are housed under a single entity: Roseville Utilities.

3fold recommends moving the three utility brands, for high-level messaging only, under this "Roseville Utilities" umbrella. 3fold would then utilize sub-campaigns to lead the user to more information about specific programs. Our end goal - to have customers who are brand ambassadors for Roseville Utilities and who share information about your programs and services with their friends and neighbors.

Awareness

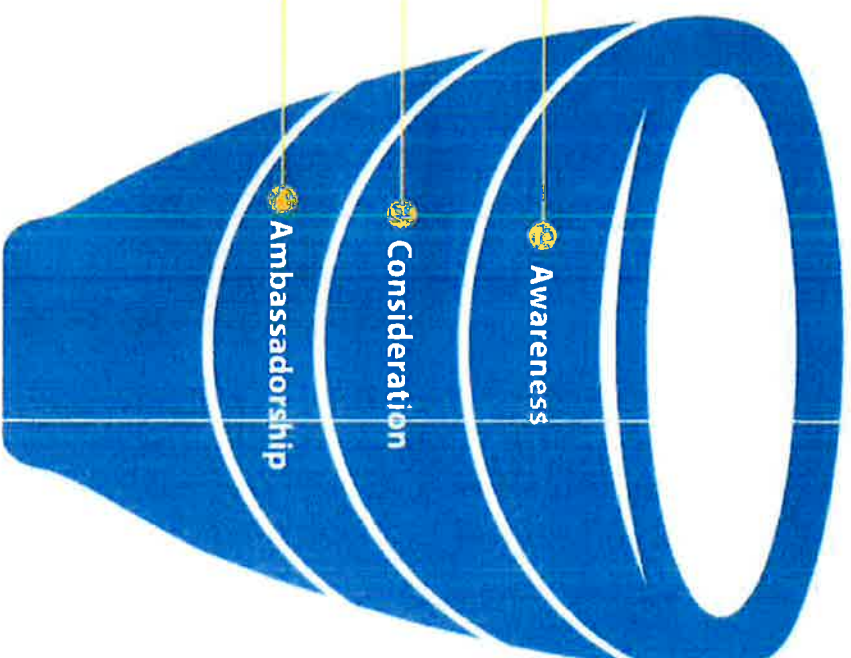
- Remind residents and business owners of services provided by Roseville Utilities

Consideration

- Use sub-campaigns to drive customer information about specific programs (rebates, opportunities, events)
 - » Solar
 - » Electric
 - » Stormwater
 - » Wastewater
 - » Water
 - » Conversion
- Monitoring data allows us to track the KPIs that matter to each of the utilities

Ambassadorship

- Get customers to share information about their rebate or their good experience with their friends, neighbors and family – create brand ambassadors from your loyal customers



Establish Foundational Approaches for Owned Social Media Channels

Project team: Jess, Matt, Mallory, Jonathan, Carol, Cory

3fold recently established a yearly editorial calendar for the Roseville Utilities social channels. In addition to the Utilities newsletter, social channels are a great way that current customers stay engaged. 3fold wants to take advantage of this platform and grow its specialization and impact. 3fold could support this editorial further by providing the following:

- Content creation
- Establish a campaign-style library of content for posting based on editorial calendar
- Training for using project management software to support many groups contributing to social platforms
- Paid social ad management and boosting
- Support collaboration and execution of an editorial calendar to streamline and enhance owned social media channels
- Strategize on how to leverage different audiences at UEC and Utilities social media to push out messages for maximum reach
- Establish strong internal branding guidelines so that messages from the various business lines are clear

Continue to Expand UEC's Reach and Impact in Roseville and Beyond

In addition to 3fold's current contract with UEC to support the development of their strategic plan and develop their yearly social media editorial calendar, 3fold is thrilled to support the amazement and imagination inspired by the UEC.

3fold would be honored to support UEC:

- Become a recognized leader in utility education
- Grow in prominence as a valued Roseville family destination
- Polish hand-made exhibits into local gems
- Utilize communication channels to target Roseville's young family audiences
- Expand marketing reach into homeowner populations – should the workshop schedule grow

3fold understands what a gift the UEC is to our region, so we are excited to support its growth. From the City's perspective, 3fold sees how the UEC can become a very targeted communication platform to reach young family audiences. This could lead to decreased media costs and increased program reach and effectiveness.

EXHIBIT “B”

Attachment A

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.

Name of Business: 3fold communications

Signature:



Name & Title, Typed or Printed:

Gerald Fowler, President/CEO

Mailing Address: 2031 K St. Sacramento, CA 95811

Telephone Number: 916.442.1394

Email: gordon@3foldcomm.com

Type of Organization: Limited Liability Corporation

Positions		Hourly Rates
CEO / Principal		\$200.00
Executive Assistant to the CEO		\$25.00
CIO / Principal		\$150.00
Director of Operations		\$150.00
Operations Manager		\$50.00
Director of Strategy		\$150.00
Account Manager		\$125.00
Account Coordinator		\$100.00
Sr. Editor		\$125.00
Research & Content Specialist		\$100.00
Sr. Graphic Designer		\$100.00
Graphic Designer		\$100.00
Digital Architect		\$125.00
Digital Strategist		\$125.00
Sr. Community Strategist		\$125.00

Creative Design Services		Hourly Rates
Strategic Direction		\$150
Creative Concepting		\$100
Graphic Design		\$100
Production Design & Edits		\$100
Content Development		\$100
Account Management		\$125
Project Coordination		\$100

Digital Design/Development Services		Hourly Rates
Digital Architecture & Development		\$125
Digital Strategy		\$125
Digital Design		\$100
Content Development		\$100
Account Management		\$125
Project Coordination		\$100

Brand Development (Logo, Naming and/or Plan Development (Outreach, Communications, etc.)		Hourly Rates
Strategic Direction		\$150
Creative Concepting		\$100
Research		\$100
Video Production & Editing		\$100
Graphic Design		\$100
Account Management		\$125
Project Coordination		\$100

Managing Brand Value Campaign		Hourly Rates
Strategic Direction		\$150
Account Management		\$125
Research		\$100
Content Development		\$100
Reporting & Analysis		\$125
Project Coordination		\$100

Content Development (Social Media, Newsletters, etc.)		Hourly Rates
Content Development		\$100
Project Coordinator		\$100
Research		\$100
Account Management		\$125
Senior Editor		\$125

Digital Management (Website, Social media, etc.)		Hourly Rates
Content Development		\$100
Project Coordinator		\$100
Research		\$100
Account Management		\$125
Digital Strategist		\$125
Operations Manager		\$25

RESOLUTION NO. 18-318

APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND
BETWEEN THE CITY OF ROSEVILLE AND PROPROSE, LLC, AND AUTHORIZING THE
ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an on-call professional services agreement regarding utilities
communications/marketing support and graphic design services, by and between the City of
Roseville and ProProse, 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 Acting City Manager is authorized to execute it
on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is
authorized to execute two additional one-year renewals without further City Council approval,
provided that the applicable budget is approved by the City Council.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ON-CALL PROFESSIONAL SERVICES AGREEMENT

Utilities Communications/Marketing Support and Graphic Design Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20 __, by and between the City of Roseville, a municipal corporation ("CITY"), and ProProse, LLC, a California limited liability company dba Sagent ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 07-053 for professional services consisting of Utilities Communications/Marketing Support and Graphic Design services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal which describes the scope of services to be performed by CONSULTANT, and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide Utilities Communications/Marketing Support and Graphic Design services on an on-call basis.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on June 30, 2019. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional two (2) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of the on-call services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Individual tasks will be awarded by CITY on an as-needed basis. CITY may assign work to one, or more than one CONSULTANT from an approved qualified list. CITY reserves the right to unilaterally assign work to any consultant as it deems prudent or, if no services are required, no work. CITY makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single CONSULTANT. In addition, the inclusion of any CONSULTANT on any qualified list, if so utilized by CITY, shall in no way be considered an exclusive agreement to provide service for CITY.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed two hundred ninety-two thousand dollars per year (\$292,000.00) for an overall total compensation for the initial term. Total compensation for optional renewal years of this Agreement shall not exceed two hundred ninety-two thousand dollars per year (\$292,000.00). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

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.

4. 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.

5. 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.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Time is of the Essence. Time is of the essence of this Agreement.
8. 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.
9. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.
10. 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.
11. 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.
12. 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.
13. 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.

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

15. 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.

16. Termination of Agreement. 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. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council. 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.

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

CONSULTANT

Michelle Bertolino
Electric Utility Director
2090 Hilltop Circle
Roseville, CA 95747

Anne Staines
2215 21st Street
Sacramento, CA 95818

Richard Plecker
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

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 CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

PROPOSE, LLC, a California limited
liability company dba SAGENT

BY: _____
DOMINICK CASEY
Acting City Manager

BY: Anne C. Staines
its: President
and

SIGNATURES CONTINUED ON FOLLOWING PAGE

ATTEST:

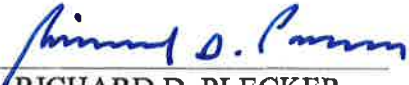
BY: _____
its: _____

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

APPROVED AS TO SUBSTANCE:

BY:  _____
MICHELLE BERTOLINO
Electric Utility Director

EXHIBIT "A"

E. Project Plan

E. Project Plan

OUR PROJECT PLAN APPROACH BEGINS WITH OUR SERVICE PHILOSOPHY WHICH IS ENCAPSULATED IN ONE WORD: PARTNERSHIP.

We work side-by-side with our clients bringing our marketing and communications expertise, creativity, passion, and commitment to excellence in everything we do. This approach is a natural expression of our commitment to the causes we care about – our clients' missions. It's why we are in business in the first place.

The most important component of our service is our strategic focus. It is how we deliver the greatest value to our clients and help them to achieve their goals. We measure success by the outcomes we produce for our clients, and all of our work is strategically focused to achieve them.

While working with Environmental Utilities, surveys reveal that over three-fourths of customers are aware of water efficiency campaigns, with "Cash for Grass" being most recognized. With Roseville Electric, almost all Roseville Electric image scores show improvement in 2016 (other than "Concern for the Environment," which stayed the same.) We're proud of what we have achieved together so far. Changing hearts and minds is a process—not a light switch. Our commitment to service and delivering outcomes is apparent in everything we do and we are excited for the opportunity to take these results to the next level.

OUR WORK PROCESS

Our work process is, hopefully, familiar to you. We have developed a well-oiled collaboration process for our teams that ensures efficient and thorough service. The steps and procedures we follow ensure that each person understands their role and that exceptional service is seamlessly delivered are as follows:

WE BEGIN WITH DISCOVERY

We start with a discovery meeting with our clients to solidify needs, goals and desired outcomes, as well as to determine what Key Performance Indicators (KPIs) will be used to measure success in reaching the goals and outcomes. Our team will analyze research, surveys, past KPIs and data to develop data-driven, results-based strategies and plan recommendations.

STRATEGY

Next, we develop strategy recommendations, based on our discovery findings. These are then presented to the Roseville project team for approval. From the approved strategic direction, we create a Strategy Brief. This document ensures that all work product is strategically-focused on the audiences, core messaging, KPI measurements, and desired outcomes.

E. Project Plan

E. Project Plan (Continued)

PROJECT MANAGEMENT

Project management is an essential structure that supports the success of all our plans, campaigns and projects. We are strategic in establishing, scheduling, communicating and delivering our approved project plan on time and on budget. We do this for all our clients with well-honed project management practices and tools.

Meetings: Our Project Managers will set up and facilitate project team meetings, preparing all necessary documents including meeting agendas, minutes, and any other supplemental documents.

Bi-weekly Calls: Our Project Manager will coordinate and facilitate bi-weekly conference calls with the Roseville Project Manager, team members, and other necessary stakeholders. We also meet in person when that works well for the Roseville team. On these calls (or meetings) we will go through the Status Report, which includes updates on each task status, action items, milestones and upcoming deadlines. We will use this time to seek approvals and other needed decisions from the Roseville Project Manager and other team members and stakeholders.

Schedule: Our Project Manager will develop, update and implement the campaign/project schedule within the scope of work. She will ensure the project and its activities will be completed on time and efficiently.

Budget: Our Project Manager will also create and manage project budgets. She will be proactive and communicate budget expectations with the team, and manage any changes or updates.

Monthly Status Report: We create a detailed Status Report for all of our campaigns and projects as a project management tool. The status report outlines all activities, deliverables, deadlines and who is responsible for each step. This tool helps us, our campaign partners, and clients stay on track with all action items and deliverables, and keeps our team and our clients informed of the current status of projects and tasks. The Status Report will be shared at the status meetings, and all recent updates included in a final Monthly Status Report to be shared along with our monthly invoices. The Status Report format will be submitted for your approval, and the approved version will be used to carry out the campaign.

MEASURING AND REPORTING OUTCOMES

For all communication and marketing campaigns, it is essential to measure results along the way to guide progress in reaching desired outcomes. Using a data-driven approach, monitoring website and social media analytics, digital ad performance, conducting keyword search analysis, SEO, and any behavioral data or survey research available—we can personalize and target efforts in real time. As a result, campaigns are optimized for reach, engagement and success. We track results, and report on KPIs and outcomes for each campaign. Our analysis also allows us to deliver feedback to Roseville teams on residents' awareness and sentiment toward the utilities' brand.

E. Project Plan

Following are our recommendations and philosophy for addressing the marketing and communication needs of Roseville Electric and Environmental Utilities, based on our previous experience with the project and the Scope of Work outlined in the RFP.

A. ANNUAL MARKETING AND COMMUNICATIONS PLAN DEVELOPMENT

As in our past planning process, we will carefully analyze your Customer Satisfaction Surveys, interview your staff, and evaluate current marketing, media and outreach activities and results against objectives as a basis for developing Marketing Communications Plans for both Roseville Electric and Roseville Environmental Utilities. We will meet with staff to review successes and identify areas for improvement. We know from past surveys, for example, that people who recall the utilities' messages have the greatest degree of satisfaction. Ensuring that we reach hard-to-reach customers on their platform of choice will further enhance satisfaction levels. This detailed research process has previously resulted in increased brand value and customer engagement, delivering high levels of added value—which we plan to continue.

Once research evaluation is complete, we will crystallize specific goals for each element of the programs, and develop strategies and implementation opportunities to lead the outreach to achieve those goals.

The Marketing and Communications Plan will include a Creative Strategy that specifies the positioning, target audience, core messages and communication goals for each program. We will also create detailed strategies and implementation plans for paid media, social media and events. We will evaluate and recommend events and other outreach activities such as speaker's bureaus, sponsorships and business partnerships for each year—every year refining the plan for continued growth and positive behavior change within the Roseville community.

We will include detailed budgets for each element of the plans, with implementation strategies designed to maximize the effectiveness of each program within the defined budgets.

As we have in the past, we will work with your staff and research partner to recommend possible refinements to the customer satisfaction survey questionnaires to help strengthen future Marketing and Communications Plans. From our previous work with Roseville, we saw exciting positive changes in value perception with rate payers. Changes in perception and positive behavior require constant nurturing. We are excited to work with you to continue improving ratepayer satisfaction and program engagement.

B. FULL SERVICE MARKETING PLAN IMPLEMENTATION, MAINTENANCE AND REPORTING

Our Marketing and Communications Plan will clearly lay out strategies for implementation, maintenance and reporting the results and measured outcomes. We will implement each of the strategies as approved, and maintain the annual Plan tactics with your ongoing input to ensure the

E. Project Plan

E. Project Plan (Continued)

campaigns are executed on schedule and deliver maximum value. We will update budget worksheets monthly to reflect actual expenditures and remaining funds.

As we work with you to roll out strategies, continue to strengthen your brand value and relationship with your customers while engaging them in important environmental programs, our delivery will be on strategy, on-time and on-budget. The bottom line is that our goal is to educate residents, change behavior and do it while reducing pressure on staff, making your work more successful while freeing you to give attention to other issues.

C. CREATIVE DEVELOPMENT

We will maintain a strategic focus on all creative elements needed for the implementation of all campaigns and creative executions. We look forward to working with you to create campaigns that will continue to build your brand value and engage your customers for increased participation in the programs! For more details on our creative approach, please see Section F, which describes our creative process.

D. PROVIDING STRATEGIC ADVICE ON AN AS-NEEDED BASIS

As always, our team will be available to you whenever needed, and we will be proactive with making strategic recommendations as well. Whether as a sounding board or in a leadership role, we are there as your marketing, communications, and design partners. We will meet with you regularly to discuss and refine strategy, and you will have our mobile numbers to reach us when you need us. We are committed and passionate about your goals, and we're eager to help you achieve them.

E. EVENT PLANNING AND EXECUTION ON AN AS-NEEDED BASIS

We view community outreach and events as valuable tools to engage the public and build brand value by creating relationships with customers. Having Roseville Electric and Environmental Utilities staff and managers out in the public helps to build good will, gains the trust of the community, and engages residents in our messaging—which helps encourage them to change their negative behaviors into positive ones. We will work with staff to identify and secure events each year, making the process seamless and effortless. Outreach is a vital component of our social marketing expertise. We can recommend and prepare Roseville staff to work events, or provide turnkey services freeing your teams. Our aim is to make it as easy as possible for our clients.

In helping prepare and implement an event, we ask a foundational strategic question: what do you want to accomplish from this event? This is the basis for event planning. From there, we brainstorm unique and innovative ways to create a memorable event experience for the end user and motivate them toward the desired results.

For all events, we create a detailed event checklist, timeline, messaging sheet, and we handle coordination with vendors, venue, and our clients.

E. Project Plan

We will continue to seek new events for participation, and evaluate and secure all outreach opportunities within Roseville and nearby communities to share the message of the reliable municipally-owned utilities in Roseville.

F. GRAPHIC DESIGN SERVICES

The Creative Strategy we develop that outlines positioning, brand personality and core messages is the foundation behind all graphic design executions. Every piece is focused on achieving the results we are seeking. The Sagent/FUEL/Magma team works together on creative development, with Sagent guiding strategy and copywriting, and the FUEL and Magma creative teams expressing the strategy through design. From signage, to brochures and print ads, to identity packages, the graphic design team employs some of the most strategic and talented artists in the region.

G. MANAGING VALUE AND BRANDING

Our outcomes-based approach is rooted in building a strong and valued brand identity. Audiences won't respect the message unless they respect the messenger. So we begin by identifying the unique brand strengths that are most valued by the public, and build the brand identity around them.

A strong brand identity builds customer loyalty and awareness of your brand value by clearly articulating the benefits you deliver. Marketers go astray when branding is based on what they think customers want to hear, or on catchy slogans that have no strategic basis. Customers (and employees as well) will resonate with and value your brand identity only if it is based on the legitimate, unique value you consistently deliver to them.

Our Branding Philosophy begins with discovering what your customers perceive your brand to be, uncovering what your true brand is based on the brand value you truly deliver, and then strategically building a branding campaign to bring them into alignment.

We are especially aware of how critical it is to continue building the brand value message with ratepayers. In addition to paid media and collateral materials, we will develop and disseminate value messages for Roseville Electric and Environmental Utilities to incorporate into social media efforts, media relations and other marketing and outreach efforts.

H. PROVIDING ITEMS A – G FOR THE ROSEVILLE UTILITY EXPLORATION CENTER ON AN AS-NEEDED BASIS

The Roseville Utility Exploration Center is a community gem, and a wonderful platform to extend education and outreach to all members of the community. We are familiar with the programs of the Utility Exploration Center from our previous (and current!) work. All of our services can be provided to the Utility Exploration Center with the same level of strategy and execution excellence.

E. Project Plan

E. Project Plan (Continued)

I. COLLABORATION WITH REGIONAL ENVIRONMENTAL UTILITIES' PARTNERS

Your Sagent team is also available to work with Roseville Environmental Utilities' partners, including the Placer Regional Recycling Group/"One Big Bin" and "Live Sewer Smart", as we have in the past. During our initial discovery meeting, we will identify the Environmental Utilities' priorities for the year, including potential involvement and collaboration with regional partners. We have highlighted potential areas for support below:

Placer Regional Recycling Group/"One Big Bin"

Sagent is available to help lead marketing and communication efforts for the Regional Recycling Group, educating residents on "One Big Bin" and waste reduction. In addition to strategy, we are available to support the group with paid media, events/outreach, web and social media efforts, as-needed. Given our success with the "Sustain the Gains" contest, we could assist the group in executing a contest either with a paid media partner, or through social media, to boost the public's engagement.

"Live Sewer Smart"

Sagent is also available to help lead or support marketing and communications efforts for "Live Sewer Smart" to educate and encourage the public about proper ways of reducing impacts to the sewer system. Our full-service capabilities are available in whatever way we can be helpful to your partners. **Your partners are our partners.**

**RESPONSE TO CITY OF ROSEVILLE – UTILITIES COMMUNICATIONS/MARKETING
SUPPORT AND GRAPHIC DESIGN SERVICES
MARCH 16, 2018 | RFP #07-053**

E. Project Plan

Sagent's full service team is available for consulting on any area that will help promote the brand, and create the outcomes that are your goals. Some of the ways we have jumped in on other projects include: researching partners to contribute hard goods or prizes for contests, recruiting celebrities to voice PSAs, helping staff events in a pinch, calling in media favors to cover a press event, working with clients' research vendors to develop survey language that yields more helpful insights, and more. Suffice it to say that if you need something, just ask. We are your partner. If there is anything we can do to help, we are there for you.

WORK SCHEDULE - SERVICES AND STAFF

Following are services our staff and creative partners may provide to Roseville Electric, Environmental Utilities and the Roseville Utility Exploration Center, followed by a proposed work schedule to provide comprehensive marketing and communications support to the utilities.

Team Members	Research, Client Needs, Audience, & Messaging (ongoing)	Logo, Branding, Marketing Materials, Communications (ongoing)	Website Development (ongoing)	Strategic Support (ongoing)	Event Planning (ongoing)	Outreach, Demand Response (ongoing)	Management Plan, Monitoring, Reporting (ongoing)	Support from all other staff (ongoing)
SAGENT								
Chief Strategist	*			*			*	
Client Services & Media Director	*	*	*			*	*	*
Marketing Director	*	*		*	*		*	*
Media Manager		*					*	
Media Assistant		*					*	*
Account Supervisor	*	*						
Senior Account Executive	*	*	*	*	*	*	*	*
Account Executive	*	*	*	*	*	*	*	*
Account Coordinator & Data Analyst		*	*				*	
Account Coordinator & Copywriter	*	*	*		*	*	*	*
Administrative Support								
FUEL			*			*	*	*
MAGMA			*			*	*	*

Following is our proposed project plan and timeline for Roseville Electric and Environmental Utilities

E. Project Plan

E. Project Plan Continued



E. Project Plan



E. Project Plan

E. Project Plan

While our specific strategies will always be guided by the process steps listed above, here we provide an example of an identified need and a proposed solution as an example of our strategic creative process approach.

Reaching Hard-To-Reach Millennial Home Owners and Renters

With greater numbers of millennials coming into home ownership or renting, all of our communication and creative strategies include approaches targeted to better reach this audience. One tactical approach is to supplement content creation through use of high-quality short-format video, which strongly connects with millennials as well other key audience segments. One-third of online activity is now spent watching video, and the 25-34 (millennial) age group watches the most online videos. In addition, according to the 2016 Residential Customer Oversample survey, 90% of Roseville Electric customers own a smart phone or tablet. Online research indicates 92% of mobile users share videos, which increases message awareness and engagement. We are able to collaborate with our creative partners to quickly produce short-format video to extend a message and connect with millennials and other targeted audiences, such as renters.

Creative Strategy Directions

We have identified three creative strategy directions below, based on our close work together, that may be used to execute the multi-media campaigns. These are just ideas but have been strategically vetted by our team. These ideas show how we can extend the Roseville brand, build upon a strong, successful campaign and look at new ideas to consider. Because these are ideas without your input, the discovery meeting is a critical part of the creative process. This is where we will learn more about each utility plans for the next few years. At that time, these concepts can either be refined or new concepts can be developed based on need and strategic direction.

We look forward to developing these concepts further and sharing in more depth during the oral presentations.

E. Project Plan

1. Continue to expand on the strategy guiding recent *Life is Electric, Low-Income and Your Trusted Solar Advisor* campaigns. These campaigns have yielded good results in raising awareness and positive perceptions with Roseville Electric. According to the 2016 Customer Oversample Report, customers who are aware of Your Trusted Solar Advisor program are perhaps the most satisfied group of Roseville Electric customers in this survey

Given these strong results, we want to continue the good work we have done together with Roseville Electric and expand on our existing concepts with a unique execution targeting solar, especially since the City is investing in solar and launching a solar farm

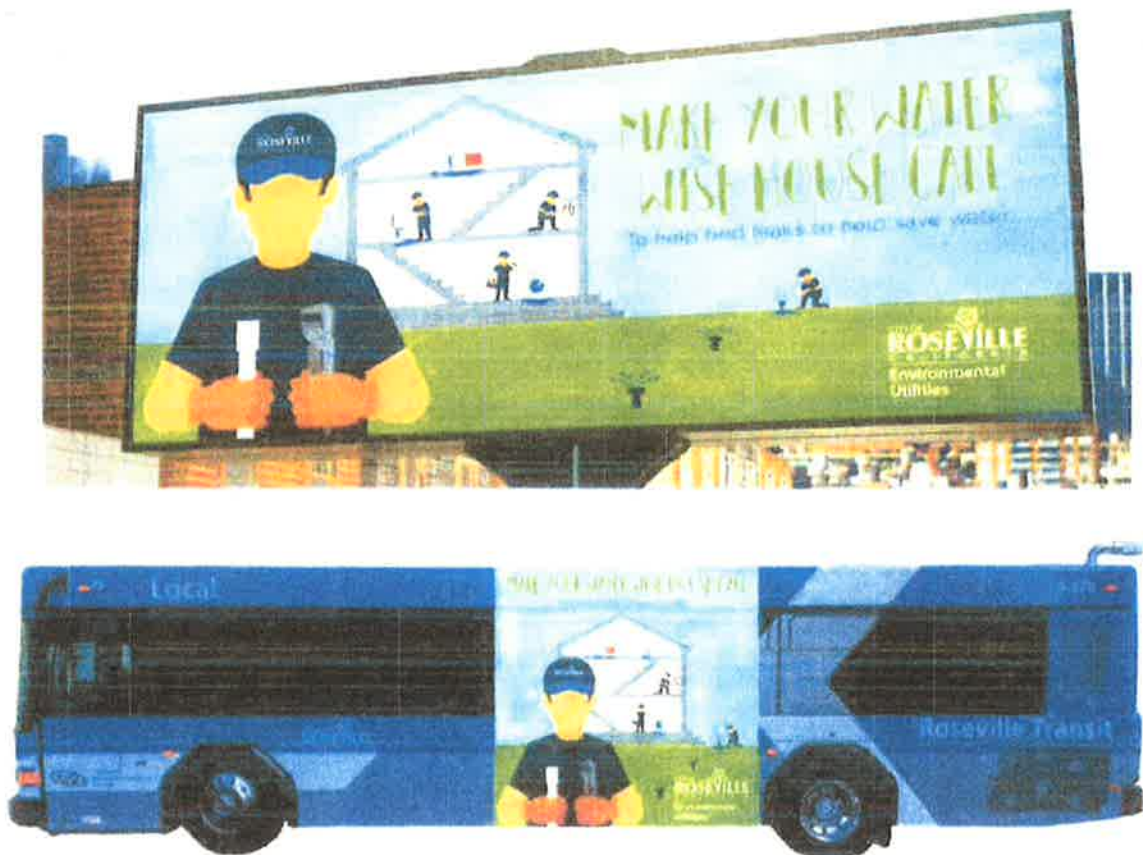


CITY OF ROSEVILLE PROPOSAL RFP #07-053
MARCH 16, 2018
SAGENT MARKETING

E. Project Plan

2. Introduce an Un-branding approach. The idea in this un-branding approach is to uncouple the creative from the restraints of a strict corporate brand and develop creative that can adapt to the needs and medium being utilized. This results in a brand that is ready and able to adapt to something that feels fresh and applicable at all times, giving brand flexibility. This does not mean changing the Roseville logo - rather, that the design and feel of the creative is dictated by the message and need rather than corporate standards. This will let the creative align with both the younger demographic accustomed to this approach, and the more mature demographic comfortable with the status quo.

Based on our current work with Roseville Environmental Utilities, we think that the un-branding approach would be effective with the Water Wise House Calls, which piqued interest with many of our recent focus group participants as an entry point for the City. We also know that the Water Wise House Call campaign that we worked on with the City in 2011-2012 was very successful. This concept would make for engaging social media posts, as well as a captivating short-format video.



E. Project Plan

E. Project Plan

3. Combined utility branding concept. While we know that the two utilities are unique, we wanted to introduce a concept that reinforced the brand value of the City of Roseville as a whole, with a common message – the community-owned utilities provide high quality, low-cost services, and give back to the community they serve. Both utilities are reliable. The concept below could be further developed individually as well.



EXHIBIT “B”

**RESPONSE TO CITY OF ROSEVILLE – UTILITIES COMMUNICATIONS/MARKETING
SUPPORT AND GRAPHIC DESIGN SERVICES
MARCH 16, 2018 | RFP #07-053**

G. Cost Proposal and Pricing

G. Cost Proposal and Pricing

Based on previous experience, we understand that both Roseville Electric and Environmental Utilities have different budgets and communication needs. We also understand that 2019 budgets have not yet been determined.

After the discovery meeting occurs and the communications plans have been developed, a full cost schedule based on need will be developed. This process will ensure an accurate cost proposal based on a more comprehensive scope of work versus an estimate based on assumptions. General pricing estimates for proposal purposes are provided including possible price ranges.

Based on the different types of work listed in the RFP, below are price ranges based on an average amount of work.

A. ANNUAL COMMUNICATIONS, OUTREACH AND MARKETING PLAN DEVELOPMENT

Strategic Marketing and Communications Plans can vary from basic to highly detailed plans. In order to meet the City's, or department's needs, within the specified budget, below are four plan levels to consider.

Action Plan	\$5,000
This plan is primarily a detailed scope of work based on the needs requested. It will include items such as, but not limited to, recommended outreach opportunities, paid media plan options and other public relations activities.	
Basic-Level Plan	\$20,000
A basic-level strategic marketing and communications plan will include a backgrounder, target audience definition, identification of key performance indicators, implementation recommendations for media, social media, outreach, and other approaches related to the project.	
Mid-Level Plan	\$30,000
In addition to the components provided in the basic-level plan, the mid-level plan will include a greater amount of analysis and more detailed recommended approaches including a situational analysis, research provided by the City and in-depth online research.	
Detailed Plan	\$45,000
A detailed strategic marketing and communications plan is the most involved of the three levels and will include all components of the basic-level and mid-level plans, plus we will go through a highly detailed prioritization process where the Roseville project team rates and evaluates projects based on ease, impact, and quick implementation. In addition, Sagent's President and Client Services Director perform a thorough evaluation and provide recommendations. The entire process includes multiple work sessions with the Roseville Project team, in order to finalize prioritized tasks.	

G. Cost Proposal and Pricing

Cost Proposal and Pricing

B. FULL SERVICE MARKETING PLAN IMPLEMENTATION, MAINTENANCE AND REPORTING

Costs for implementation of the plan is customized based on need and complexity. Generally speaking, annual project management and is 12-15% or between \$15,000-\$30,000 per plan per department, based on scope. Monthly reporting of data analytics from web, social and digital campaigns (when active) typically run approximately \$500 per month. Individual executions require special pricing.

C. CREATIVE DEVELOPMENT ON AN AS-NEEDED BASIS

Sagent creative team is happy to provide creative services on an as-needed basis. The team can provide everything from campaign conception to execution, including development of social video execution. Sagent has partnered with two firms Magma, located in Roseville, and FUEL Creative Group to provide a wide range of creative options for the utilities. Both firms execute excellent creative and Magma also produces video. Whatever your need, our team has it covered!

D. PROVIDING STRATEGIC ADVICE ON AN AS-NEEDED BASIS

Our strategists are available any time you need them. Depending on your needs, the executive leadership can assist with a campaign. While campaign development is active, this will generally range from \$500-\$1,000 per month.

E. EVENT PLANNING AND EXECUTION ON AN AS-NEEDED BASIS

Every event and its needs are different. Should an event be planned and executed, a detailed budget will first be provided to Roseville for approval. This plan will outline all costs including labor fees, paid media costs, and other hard cost that may be necessary to produce a successful event.

F. GRAPHIC DESIGN SERVICES ON AN AS-NEEDED BASIS

As mentioned above, our creative teams are at your disposal. Whether a quick flyer for a last minute need or a comprehensive mixed media campaign, our diverse group of talented creatives are ready to exceed your expectations. Each project will be quoted individually. Annually, creative can range between \$15,000-\$50,000 per year depending on what is needed to execute your department behavior and/or value messages.

G. ASSISTANCE IN MANAGING THE ONGOING VALUE AND BRANDING CAMPAIGNS OF EACH UTILITY ON AN AS-NEEDED BASIS

Whether individually for each department or a combined message, our team is well versed in planning and executing brand value campaigns. Campaigns may build from existing executions and others may

G. Cost Proposal and Pricing

be a new vision. Either way, our skilled client service staff is ready to continue building your brand values. This project is really a combination between B and D above and based on need may be from \$5,000-\$15,000 annually.

H. PROVIDING ITEMS A - G FOR THE ROSEVILLE UTILITY EXPLORATION CENTER ON AN AS-NEEDED BASIS

Sagent and its creative team have created exciting, educational experiences for the UEC. Projects over the years have ranged anywhere from \$5,000-\$25,000 depending on the level of complexity.

Reimbursable Expenses

There may be projects where reimbursable expenses are needed. Reimbursable expenses may include but are not limited to monthly fees related to e-blasts (ie. Constant Contact) or social media analytics insight tools, paid media, purchased outreach items such as promotional items, vendor fees, printed items, booth space and more. Essentially, any pre-approved hard cost associated with an approved project will be billed directly to the City.

Per-Hour Pricing List

As requested, please find a schedule of hourly rates for all proposed staff and services.

CITY OF ROSEVILLE PROPOSAL RFP #07-053
MARCH 16, 2018
SAGENT MARKETING

G. Cost Proposal and Pricing

Cost Proposal and Pricing

Job Title/ Classification	Standard	EU/RF rates
SAGENT		
President/Strategic Lead	\$ 225.00	\$ 200.00
Client Services Director	\$ 195.00	\$ 175.00
Media Director	\$ 195.00	\$ 175.00
Marketing Director	\$ 175.00	\$ 160.00
Account Supervisor	\$ 165.00	\$ 148.00
Senior Account Executive	\$ 150.00	\$ 135.00
Copywriter	\$ 125.00	\$ 115.00
Media Manager	\$ 140.00	\$ 125.00
Account Executive	\$ 140.00	\$ 125.00
Assistant Account Executive	\$ 115.00	\$ 103.00
Account Coordinator	\$ 95.00	\$ 85.00
Data Analyst/Editor	\$ 95.00	\$ 85.00
Media Assistant	\$ 85.00	\$ 75.00
Project Coordinator/Support Services	\$ 70.00	\$ 65.00
CREATIVE		
Creative Director	\$ 175.00	\$ 160.00
Web Developer/Coder	\$ 175.00	\$ 160.00
Art Director	\$ 145.00	\$ 130.00
Videography	\$ 125.00	\$ 110.00
Senior Designer	\$ 135.00	\$ 120.00
Creative Project Manager	\$ 120.00	\$ 105.00
Graphic Designer	\$ 110.00	\$ 100.00
Production Designer	\$ 85.00	\$ 75.00
Project Coordinator/Support Services	\$ 70.00	\$ 65.00



COUNCIL COMMUNICATION

CC #: 9428
File #: 0800-03

Title: Support Services Program Agreement - Confirmation Approval
Contact: Matthew Garner 916-746-1691 mgarner@roseville.ca.us

Meeting Date: 8/1/2018
Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the Electric Utility Director and City Attorney to execute a confirmation under the Support Services Program Agreement (SSPA) with Northern California Power Agency (NCPA) to participate in the Siemens Energy T3000 Distributed Control System (DCS) Service Agreement. The total cost of the services will not exceed \$700,000.00, over five years. Funding for the first year of the agreement will not exceed \$140,000.00 and is included in the FY2018-19 Electric Operations Fund. Future year spending is expected to be \$66,203.09 per year, with an additional one-time cost of \$291,248.55 in 2021.

BACKGROUND

Roseville has been a Member of the joint action agency NCPA since 1968. On October 5, 2016 Council adopted Resolution No. 16-428 which authorized the City Manager to execute the SSPA with NCPA, and appointed the Electric Utility Director and the City Attorney as designated representatives of the SSPA with authority to execute confirmations. City Council approval is needed because the recommended confirmation exceeds the City Council delegated spending limit of \$50,000.

The Roseville Energy Park (REP) utilizes a Siemens Energy T3000 DCS to control the operations of all three Siemens turbines and generators. The necessary maintenance and testing can only be performed by technicians professionally trained to maintain those systems. Roseville Electric does not currently staff for this maintenance and therefore needs to contract with Siemens Energy for these services.

NCPA and the City of Redding also have power plants with a Siemens T3000 Control System. NCPA has negotiated a five-year agreement with a group rate for control system support services. It includes a 7.2% group discount and 12% multi-year discount. Participating in the group agreement is saving the City of Roseville \$127,855.00. The cost of the agreement for Roseville is:

- Annual service fees of \$64,223.09 per year;
- One-time cost for software upgrade of \$291,248.55 in 2021;
- Options to purchase application whitelisting for \$28,442.00 and penetration testing for \$40,503.00 in the first year;
- And NCPA administrative fees of \$2,500.00 in the first year and \$1,980.00 in subsequent

years.

Additional services provided under this agreement will include performing system security audits and upgrades to ensure the control system meets the required cyber security standards.

FISCAL IMPACT

The total cost of the services will not exceed \$700,000.00, over five years. Funding for the first year of the agreement will not exceed \$140,000.00 and is included in the FY2018-19 Electric Operations Fund. Future year spending is expected to be \$66,203.09 per year, with an additional one-time cost of \$291,248.55 in 2021, and will be budgeted in future fiscal years.

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 changes in the environment (CEQA Guidelines §15061(B)(3)). The Support Services Program Agreement project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Matthew Garner, Power Generation Superintendent

Michelle Bertolino, Electric Utility Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-320

Confirmation No. 0080 Roseville and NCPA

Siemens Energy T3000 Service Agreement

RESOLUTION NO. 18-320

APPROVING A CONFIRMATION UNDER THE NCPA SUPPORT SERVICES PROGRAM AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND NORTHERN CALIFORNIA POWER AGENCY

WHEREAS, a Support Services Program Agreement (SSPA) regarding various support services available through Northern California Power Agency (NCPA), by and between the City of Roseville and NCPA, was approved by City Council on October 5, 2016; and

WHEREAS, the City of Roseville requires certain support services provided by NCPA pursuant to the SSPA, as reflected in the Confirmation Under the NCPA Support Services Program Agreement; and

WHEREAS, the Confirmation Under the NCPA Support Services Program Agreement has been reviewed by City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Confirmation Under the NCPA Support Services Program Agreement is hereby approved and that the Electric Utility Director and the City Attorney be designated as representatives of the SSPA with authority to execute the confirmation in an amount not to exceed \$700,000.00.

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

CONFIRMATION UNDER THE NCPA SUPPORT SERVICES PROGRAM AGREEMENT

1. This is a Confirmation pursuant to the Support Services Program Agreement and subject to the terms and conditions of that agreement, except as expressly provided in this Confirmation. All capitalized terms have the meaning given to them in the Support Services Program Agreement.

2. The Participating Member for this Confirmation is the CITY OF ROSEVILLE in the total amount of not-to-exceed \$700,000.00.

3. CITY OF ROSEVILLE requests the following described Support Services in the dollar amount specified. NCPA agrees to provide the following Support Services to the Participating Member:

Siemens Energy, Inc. shall provide Long Term Service Plan - Five Year Program for T3000 distributed controls system including maintenance, program security testing and patching, one scheduled program upgrade, on-site field service and technical support, and training sessions. Specific services are set forth in the Scope of Work of the Multi-Task General Services Agreement between NCPA and Siemens Energy, Inc. dated May 30, 2018. Billing for said services will be through the NCPA ARB as services are requested by the CITY OF ROSEVILLE.

4. The Participating Member executing this Confirmation agrees to pay for the Support Services in the amount specified in this Confirmation and in accordance with the provisions of the Support Services Program Agreement:

5. A Security Account deposit is not required for this Confirmation.

Date: _____

Date: _____

Participating Member:

CITY OF ROSEVILLE

By its Designated Representatives:

NORTHERN CALIFORNIA POWER AGENCY

Michelle Bertolino, Electric Utility Director

Randy S. Howard, General Manager

And

Robert R. Schmitt, City Attorney

Cary A. Padgett, Assistant Secretary to Commission

Approved as to form:

Jane E. Luckhardt, NCPA General Counsel



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
SIEMENS ENERGY, INC.**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Siemens Energy, Inc., a Delaware corporation with its office located at 1345 Ridgeland Parkway, Suite 116, Alpharetta, GA 30004 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2018 ("Effective Date") in Roseville, California.

Section 1. SCOPE OF WORK. Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to Agency the range of services and/or goods described in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members the City of Redding and City of Roseville.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have

agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** three million five hundred thousand dollars (\$3,500,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Requested Work;
- At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction;
- At Agency's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable
AcctsPayable@ncpa.com

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

2.3 Payment of Taxes. Contractor is solely responsible for the payment of all employment taxes, incurred under this Agreement. The dollar amount set forth and authorized in a Purchase Order does not include any state or local taxes. Such taxes are for the account of Agency and Agency agrees to pay any such tax when due or to reimburse Contractor consistent with the payment terms set forth herein. Should Agency be exempted from any such tax, it shall provide Contractor certification thereof no later than the effective date of the Purchase

Order. Contractor shall split labor vs. material costs on any invoice submitted so it is clear what items are taxable and shall identify any taxable items.

2.4 Authorization to Perform Work. The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.

2.5 Timing for Submittal of Final Invoice. Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Work.

Section 4. INSURANCE REQUIREMENTS. Before beginning any Work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

4.1 Workers' Compensation. If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$4,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

4.2.2 Automobile Liability. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a limit of \$1,000,000 per each accident. This insurance shall provide contractual liability covering all motor vehicles and

mobile equipment to the extent coverage may be excluded from general liability insurance.

4.2.3 General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

4.3 Professional Liability Insurance. Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

4.4 Pollution Insurance. Not Applicable.

4.5 All Policies Requirements.

4.5.1 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

4.5.2 Notice of Reduction in or Cancellation of Coverage. Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.

4.5.3 Higher Limits. If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.

4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members the City of Redding and/or City of Roseville pursuant to this Agreement, Contractor shall provide the certificates of insurance and/or policy endorsements, as referenced in Section 4.5.1,

naming the specific Agency member, City of Redding and/or City of Roseville, for which the Work is to be performed.

4.6 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

4.7 Contractor's Obligation. Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

5.1 Effect of Insurance. Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

5.2 Scope. Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action from and against claims for personal injury (including disease, sickness, and death) and for physical damage to or loss of property to the extent caused by the acts or omissions or willful misconduct of Contractor, its officials, officers, employees, or agents. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

In no event shall Contractor's obligations under this indemnity provision apply to any claim by a customer of Agency for voltage or frequency fluctuation or service interruption of any kind, or to any claim by any third party for failure of Agency to provide power or capacity under any contract, and provided further that in no event shall the term "third party" as used in this paragraph apply to any affiliate or lender of Agency or any transferee of some or all of the Work.

The Party seeking the indemnification shall promptly give written notice to the other Party of any third party action for which indemnification is being sought and provide the other Party with the opportunity to participate in all settlement negotiations respecting such claim.

5.3 Transfer of Title. Not Applicable.

Section 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Contractor and Agency acknowledge and agree that compensation paid by Agency to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.

Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Contractor agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Contractor shall indemnify, defend and hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Contractor.

- 6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.
- 6.4 Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws in effect at the time of contract execution and in effect when any Purchase Order is issued, which are applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will

maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to be in their name to practice their respective professions.

- 7.4 Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding Bodies, copies of the applicable determination of the Director can be found on the web at: <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

Contractor shall be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$50.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular,

Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Contractor.

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof). Contractor will also be entitled to any additional expense incurred by reason of termination or cancellation of written agreements between Contractor and its suppliers. Contractor will make every reasonable effort to minimize such costs upon termination. Payments made by Agency and received by Contractor prior to the date of termination will be credited against the amount due.

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.

- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.

- 8.4 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, and provided Contractor has not substantially commenced cure of such default within thirty (30) days after receipt of written notice from Agency of such material default Agency's remedies shall include, but not be limited to, the following:

- 8.4.1** Immediately terminate the Agreement;
- 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 8.4.3** Retain a different Contractor to complete the Work not finished by Contractor; and/or
- 8.4.4** Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work. Agency shall use its best efforts to mitigate the cost for completion of such Work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential Information to the other party (the "Receiving Party"). The Receiving

Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

9.4.3 Permitted Disclosure. Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

9.4.3.1 Disclosure to employees, agents, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.

9.4.3.2 Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and

9.4.3.3 Disclosure by Agency in response to a request pursuant to the California Public Records Act.

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. PROJECT SITE.

10.1 Operations at the Project Site. Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a

Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or

workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same.

11.3 Assignment of Warranties. Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

11.4 Exclusivity of Warranties and Remedies. The only warranties and guarantees made by Contractor are those expressly enumerated in this Section 11. Any other statements of fact or descriptions whether expressed in the Purchase Order, or any attachments or Appendices thereto, or in any quotations, proposals, specifications, drawings or manuals, or other documentation concerning the Scope of Work, whether in electronic form or hardcopy, shall not be deemed to constitute a warranty or guarantee of the Work or any part thereof. THE WARRANTIES AND GUARANTEES PROVIDED IN THIS SECTION 11 ARE EXCLUSIVE AND NO OTHER WARRANTIES OR GUARANTEES OR CONDITIONS OF ANY KIND APPLY, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), SHALL APPLY. Correction of defects in accordance with this Section 11 or a refund in accordance with this Section 11 in the manner and during the period provided herein shall constitute complete fulfillment of Agency's exclusive remedy for all the liabilities or responsibilities of Contractor and its subcontractors to Agency for defective or nonconforming Equipment, Software, or Work, whether the claims of Agency are based in contract, in tort (including negligence and strict liability), or otherwise. In the event that physical loss or damage to the Agency's property results from the failure of a defective portion of the Work or Equipment, Contractor's liability under this Section shall not exceed the cost of performing the warranty remedy, either by replacement, repair, modification, re-performance or correction which Contractor would have had to perform if such warranty remedy had been carried out immediately prior to the occurrence of the physical loss or damage. Contractor's responsibility for physical loss or damage to Agency property shall be exclusively as set out in Section 13.19.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4.

12.1 Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.

12.2 Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may

be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 13.7 Contract Administrator.** This Agreement shall be administered by Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:
- Siemens Energy, Inc.
Attention: Tim Haines
1345 Ridgeland Parkway, Suite 116
Alpharetta, GA 30004

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

- 13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be

concluded within fifteen (15) days from the commencement of the mediation.

13.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

13.11.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.

13.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

13.14 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

13.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, City of Redding or City of Roseville, (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

13.16 Force Majeure. Contractor will not be liable for failure to perform any obligation or delay in performance resulting from or contributed to by any reasonably unforeseeable cause that is beyond the reasonable control of Contractor or its subcontractors including without limitation any act of God; act of civil or military authority; act of war whether declared or undeclared; act of terrorism; act (including delay, failure to act, or priority) of any governmental authority or Agency; civil disturbance; insurrection or riot; sabotage; fire; inclement and highly unusual weather conditions for the respective location and time of year; earthquake; flood; strike; work stoppage or other labor difficulty; embargo; car shortage; fuel or energy shortage; delay or accident in shipping or transportation; or failure or delay beyond its reasonable control in obtaining necessary

manufacturing facilities, labor, necessary import or export licenses or materials from usual sources ("Force Majeure Event"). Notwithstanding the foregoing and for the avoidance of doubt, the following shall not be considered a Force Majeure Event: economic hardship; lack of money or credit; loss of profit or loss of return on investment; changes in commodity prices and the price of raw materials, fuel and supplies; changes in labor costs, wages and benefits; changes in exchange rates; Contractor's inability to perform and complete the work for the Purchase Order price.

In the event of a delay in performance excusable under this Article, the date of delivery or time for performance of the work will be extended by a period of time reasonably necessary to overcome the effect of such delay.

If a Force Majeure Event occurs, the claiming party shall promptly notify the other party of the occurrence of that Force Majeure Event, its effect on performance, and how long the claiming party expects it to last. Thereafter the claiming party shall update that information as reasonably necessary. During a Force Majeure Event, the claiming party shall use reasonable efforts to resume its performance under this Agreement.

13.17 Limitation of Liability. The aggregate liability of Contractor arising out of the performance or nonperformance of obligations in connection with a Purchase Order or the performance or nonperformance of Work under a Purchase Order, under any theory of recovery, whether based in contract, tort (including negligence and strict liability), or otherwise, shall not exceed an amount equal to one hundred percent (100%) of the amount of the Purchase Order or the amount of the applicable insurance specified in Section 4, whichever is greater.

In no event, whether based in contract, tort (including negligence and strict liability), or otherwise, shall either party be liable for damages for loss of profits or revenue or the loss of use of either; damage to the Work after risk of loss has transferred to Agency; loss by reason of Plant shutdown or inability to operate at capacity; damage to or loss of Agency's property or equipment (except as otherwise provided for and subject to the limitations stated in Section 13.19); costs of replacement power or capital; claims of Agency's customers; inventory or use charges; or incidental, indirect, special or consequential damages of any other kind or nature, whatsoever. The waivers and disclaimers of liability, releases from liability, and limitations on liability expressed in this Section 13.16 shall extend to Agency, Contractor and its subcontractors, affiliates, successors and assigns, and their respective partners, principals, shareholders, directors, officers, employees, and agents.

13.18 Delivery of Title and Risk of Loss. Delivery of each item of Equipment shall occur for all shipments, arrival at the Site entrance, ready to be unloaded (hereinafter referred to as "Delivery" or "Delivery Point"). Provided that all payments are current in accordance with the Exhibit B, legal and equitable title and risk of loss for the Equipment, except for Software, shall pass to Agency on a

“Delivered Duty Paid” (“DDP”) basis, as that term is defined by the International Commercial Terms 2010.

Title to and right of possession of any Software licensed hereunder shall remain with Contractor, or its licensor, except that Agency, City of Redding and City of Roseville shall have the right of possession and use of the Software provided hereunder at no cost for the term of the corresponding license provided herein, so long as no breach of the Agreement has been made by and singularly applicable to Agency, City of Redding, and City of Roseville and all payments due Contractor have been paid. Nothing in the Agreement shall be construed as giving Agency, City of Redding and City of Roseville any right to sell, assign, lease or in any other manner transfer or encumber Contractor's, or its licensor's ownership of the Software, or as limiting Contractor, or its licensors, from using and licensing the Software to any third party.

13.19 Contractor's Responsibility for Damage to Agency's Property.

- 13.19.1** Subject to the provisions stated in this Section 13.19 below, if sudden and accidental damage to Agency property is caused by (1) the failure of any Equipment or Work provided by Contractor pursuant to this Agreement to conform to the corresponding warranties provided in Sections 11.1 (Equipment) and 11.3 (Work), or (2) a negligent act or omission of Contractor during performance of the Work, then for each such event Contractor shall credit the Agency for the actual direct costs incurred by the Agency to the extent that such property damage was caused by such warranty non-conformance or negligence.
- 13.19.2** Seller's obligations under this Section 13.19 shall be limited on a per event basis and in the aggregate to the lesser of:
(a) the actual direct cost incurred by the Agency to repair the property damage, including uncovering, gaining access to, removal and replacement costs, to be substantiated to the reasonable satisfaction of Contractor, or (b) an amount of Two million Dollars (U.S. \$2,000,000).
- 13.19.3** Except as specifically set forth in this Section 13.19, in no event shall Contractor have any responsibility or liability, under any theory of recovery, whether based in contract, tort (including negligence and strict liability), or otherwise, for any loss or damage to Agency's property as a result of (1) the failure of any Equipment or Work provided by Contractor pursuant to this Agreement to conform to the corresponding warranties provided in Sections 11.1 (Equipment) and 11.3 (Work), or (2) a negligent act or omission of Contractor during performance of the Work.

13.20 Software License. Contractor grants to Agency, City of Redding and City of Roseville a nonexclusive, nontransferable license to utilize the Software furnished hereunder. Such license is limited to Agency's, City of Redding's and City of Roseville's internal use at or for the unit with which such Software is incorporated. All title and ownership of the Contractor-furnished Software, including, without limitation, the copyright to such software, shall remain exclusively with Contractor. Agency, City of Redding and City of Roseville may make a backup copy of the Software to replace a damaged original. Agency shall not itself, or with the assistance of others, reverse compile, reverse engineer, or in any other manner attempt to decipher in whole or in part the logic or coherence of any Software licensed hereunder. Third party Software provided by Contractor may be subject to a separate license agreement and /or registration requirements and limitations on copying and use.

The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

SIEMENS ENERGY, INC.

Date_____

Date_____

RANDY S. HOWARD, General Manager

JEFF MILLER, Director for North America

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

EXHIBIT A

SCOPE OF WORK

Siemens Energy, Inc. shall provide Long Term Service Plan service as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, City of Redding and City of Roseville.

Services to include, but not be limited to the following:

Lodi, Geysers, Roseville & Redding Plant Systems DCS Architecture Matrix

Plant	Thin Clients	App. SVS.	Auto. CPU	Com. Svs.	I/O
Geysers	8	2	2	4	1700
Roseville	5	1	4	2	5200
Redding	14	1	10	4	5500
Lodi	6	1	5	5	3200

*Due to the relative age of the T3000 DCS version at the Geysers and Lodi Plant, in addition to the HMI Servers, the Automation CPU's, Communication Servers and the UPS's have to be replaced as well.

Entitlements

Lodi Energy Center Customer Service Agreement Five (5) - Year Program

Base Services

- I&C Customer Portal, SPPA-View Access
- Lifecycle Reporting
- Usage and Summary Reporting

• Remote System Administrative Checks

• Parts Exchange

- 25% discount on parts purchased

• Remote Expert Center (REC) hours

- 40 Hours (20% discount off of list price for additional hours)
- 20% rollover

• On-Site Field Service/Technical Support

- 10% discount on hours purchased

• Cyber Security Services

- Malware and Security Patch Updates

- **Class Training Sessions**

- 2 Training Sessions per year (5% discount off of catalog pricing for additional training)

- **Version Upgrade**

- Upgrade to latest SPPA-T3000 including all required HW/SW and onsite labor/ travel for install
- One within service contract term
- Scheduled between Spring 2019 and Fall 2021

Geysers Plant 1 and 2 Customer Service Agreement Five (5) - Year Program

Base Services

- I&C Customer Portal, SPPA-View Access
- Lifecycle Reporting
- Usage and Summary Reporting

- **Remote System Administrative Checks**

- **Parts Exchange**

- 25% discount on parts purchased

- **Remote Expert Center (REC) hours**

- 40 Hours (20% discount off of list price for additional hours)
- 20% rollover

- **On-Site Field Service/Technical Support**

- 10% discount on hours purchased

- **Cyber Security Services**

- Malware and Security Patch Updates

- **Class Training Sessions**

- 2 Training Sessions per year (5% discount off of catalog pricing for additional training)

- **Version Upgrade**

- Upgrade to latest SPPA-T3000 including all required HW/SW and onsite labor/ travel for install
- One within service contract term
- Scheduled between Spring 2019 and Fall 2021

Redding Power Plant Customer Service Agreement Five (5) - Year Program

Base Services

- I&C Customer Portal, SPPA-View Access
- Lifecycle Reporting
- Usage and Summary Reporting

- **Remote System Administrative Checks**

- **Parts Exchange**

- 25% discount on parts purchased

- **Remote Expert Center (REC) hours**

- 40 Hours (20% discount off of list price for additional hours)
- 20% rollover

- **On-Site Field Service/Technical Support**

- 10% discount on hours purchased

- **Cyber Security Services**

- Malware and Security Patch Updates

- **Class Training Sessions**

- 2 Training Sessions per year (5% discount off of catalog pricing for additional training)

- **Version Upgrade**

- Upgrade to latest SPPA-T3000 including all required HW/SW and onsite labor/ travel for install
- One within service contract term
- Scheduled between Spring 2019 and Fall 2021

Roseville Power Plant Customer Service Agreement Five (5) - Year Program

Base Services

- I&C Customer Portal, SPPA-View Access
- Lifecycle Reporting
- Usage and Summary Reporting

- **Remote System Administrative Checks**

- **Parts Exchange**

- 25% discount on parts purchased

- **Remote Expert Center (REC) hours**

- 40 Hours (20% discount off of list price for additional hours)
- 20% rollover

- **On-Site Field Service/Technical Support**

- 10% discount on hours purchased

- **Cyber Security Services**

- Malware and Security Patch Updates

- **Class Training Sessions**

- 2 Training Sessions per year (5% discount off of catalog pricing for additional training)

- **Version Upgrade**

- Upgrade to latest SPPA-T3000 including all required HW/SW and onsite labor/ travel for install
- One within service contract term
- Scheduled between Spring 2019 and Fall 2021

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, including hourly fees and expenses, shall not exceed the amount set forth in Section 2 hereof. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Lodi Energy Center

Lodi Energy Center	An.Svs.Cntrct	Version Upgrade	5-Yr Total	Levelized (/an.)
LEC Current Offers	\$ 79,360	\$ 392,288	\$ 789,088	
New 5-Year Program Exclusive			\$ 694,400	\$ 138,880.00
New 5-Year Program (w/Gysrs)			\$ 678,620	\$ 135,724.00
New 5-Year Program (3-4 sites)			\$ 643,730	\$ 128,746.00

NCPA Geysers

Geysers Plant 1/2	An.Svs.Cntrct	Version Upgrade	5-Yr Total	Levelized (/an.)
Geysers Stand-alone Offers	\$ 87,517	\$ 592,847	\$ 1,030,432	
New 5-Year Program Exclusive			\$ 906,784	\$ 181,357.00
New 5-Year Program (w/Lodi)			\$ 886,177	\$ 177,236.00
New 5-Year Program (3-4 sites)			\$ 840,616	\$ 168,124.00

Redding Power Plant

Redding Power Plant	An.Svs.Cntrct	Version Upgrade	5-Yr Total	Levelized (/an.)
Redding Stand-alone Offers	\$ 87,517	\$ 470,026	\$ 907,611	
New 5-Year Program Exclusive			\$ 798,701	\$ 159,741.00
New 5-Year Program (w/Lodi)			\$ 780,550	\$ 156,111.00
New 5-Year Program (3-4 sites)			\$ 740,420	\$ 148,084.00

Roseville Power Plant

Roseville Power Plant	An. Svs. Cntrct	Version Upgrade	5-Yr total	Levelized (/an.)
Roseville Stand-alone Offers	\$78,725.00	\$357,014.00	\$750,639.00	
New 5-Year Program Exclusive			\$660,565.00	\$132,113.00
New 5-Year Program w/Lodi)			\$645,554.00	\$129,110.80
New 5-Year Program (3-4 sites)	\$64,223.09	\$291,248.55	\$612,364.00	\$122,472.80

Roseville Version upgrade will be billed as a lump sum in the year installed, projected 2021.

Optional Year 1 Pricing for:	Svs. Cntrct Adder		Annual Amount
Application Whitelisting	\$ 28,442.00		\$ 28,442
Penetration Testing	\$ 40,503.00		\$ 40,503

Pricing for additional services to be performed will be quoted at the time services are requested.

NOTE: As a public agency, NCPA shall not reimburse Contractor for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of

Siemens Energy, Inc.

(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

have been conducted as required by the California Energy Commission Decision for the above-named project.

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

do hereby certify that the below-named company has prepared and implemented security plans in conformity with 49 CFR 172, subpart I and has conducted employee background investigations in conformity with 49 CFR 172.802(a), as the same may be amended from time to time,

(Company name)

for hazardous materials delivery to:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

as required by the California Energy Commission Decision for the above-named project.

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.

NOT APPLICABLE

EXHIBIT E

**ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND**

**MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT**

The undersigned hereby certifies and agrees that:

- 1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement ("Agreement" solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



COUNCIL COMMUNICATION

CC #: 9433

File #: 0900-02-02-2

Title: Clean Water State Revolving Fund Loan Application for the Pleasant Grove Wastewater Treatment Plant Expansion and the Energy Recovery Project - Approval of Supporting Documentation

Contact: George Hanson 916-746-1764 ghanson@roseville.ca.us

Meeting Date: 8/1/2018

Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve and adopt:

1. The attached Pledged Revenues and Funds(s) Resolution for the Clean Water State Revolving Fund (CWSRF) Loan Application. This resolution pledges specific revenue streams towards the loan repayment obligation for the duration of the financing agreement. In this case, repayment by the City, would be accomplished using the Environmental Utilities Wastewater Enterprise Fund.
2. The attached Authorizing Resolution for the CWSRF Loan Application. This resolution authorizes the Acting City Manager or his designee to sign and deliver a Financial Assistance Application, as well as provide the assurances, certifications and commitments required, including executing and delivering a financial assistance agreement and any amendments, from the State Water Resources Control Board (the agency overseeing the CWSRF Loan Program).
3. The Debt Service Repayment Agreement between the SPWA and the City of Roseville ensures that Roseville is reimbursed by the SPWA for all debt service paid by Roseville for up to \$118,311,668.00 of CWSRF funding associated with the Project.

BACKGROUND

The City of Roseville owns and operates the Pleasant Grove Wastewater Treatment Plant (PGWWTP) on behalf of the South Placer Wastewater Authority (SPWA) partner agencies.

The PGWWTP Expansion and Energy Recovery Project (the "Project") involves the addition of primary clarifiers, anaerobic digesters, and energy recovery equipment including microturbine electrical generators and compressed natural gas equipment for vehicle fueling, to the existing PGWWTP treatment process. The plant expansion will increase the PGWWTP's treatment capacity from 9.5 to 12 million gallons per day and is expected to provide sufficient capacity to accommodate growth within the SPWA service area through 2040. The energy recovery portion of the project, will utilize products from the treatment process, to produce vehicle fuel and power to offset the Plant's energy needs.

Construction of the Project would span a two to three year period and is anticipated to begin in early 2019.

As part of the project financing plan, Staff is working to secure a CWSRF loan, on behalf of the SPWA partner agencies. The total loan amount being requested is \$118,311,668.00 which constitutes costs for the following services: construction, design engineering, construction management, legal services and administration for the Project. The Loan is administered by the State Water Resources Control Board (SWRCB). Although this level of funding would be expected to pay all project costs, a 50% fund match is typically required. This would reduce the expected maximum cash value of the loan to approximately \$60 million. Regional wastewater development fees and SPWA bond funding will be utilized to finance the remainder of the project cost.

CWSRF Resolutions

As part of the CWSRF Loan Application Process, three (3) standard resolutions must be submitted to the SWRCB. The Reimbursement Resolution is required to initiate review of the application. This resolution was submitted to the Council and was adopted at the October 4th 2017 meeting and submitted to the SWRCB. To complete the review process, the Authorizing and the Pledged Revenues and Funds Resolutions are required to be submitted to the SWRCB. Staff plans to submit these resolutions to the SWRCB in August 2018.

SPWA Debt Service Agreement

The Debt Service Repayment Agreement between the SPWA and the City of Roseville ensures that Roseville is reimbursed by the SPWA for all debt service paid by Roseville for up to \$118,311,668.00 of CWSRF funding associated with the Project.

FISCAL IMPACT

The adoption of the two CWSRF Resolutions only allows the City to complete the loan application requirements and does not immediately result in a direct fiscal impact to the City.

If a loan is granted from the CWSRF Program:

1. City staff will request (at a future City Council meeting), authorization for final execution of loan documents that will initiate financial commitments to repay the loan.
2. The Debt Service Agreement between the City and SPWA will allow all CWSRF loan repayment costs made by the City to be fully reimbursed by the SPWA agency partners.

ECONOMIC DEVELOPMENT / JOBS CREATED

There will be no direct economic development impacts or jobs created within the City of Roseville as a result of this action by City Council.

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 approval and adoption of the CWSRF Resolutions and the Debt Service Agreement does not commit the City to CWSRF funding or project construction. As such it does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

George Hanson, Senior Engineer

Richard Plecker, Director of Environmental Utilities



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-325

Resolution No. 18-326

Resolution No. 18-327

Clean Water State Revolving Fund Loan Application for PGWWTP Expansion and Energy Recovery Project Support Documentation

RESOLUTION NO. 18-325

APPROVING THE USE OF THE ENVIRONMENTAL UTILITIES WASTEWATER ENTERPRISE FUND FOR
THE PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION AND
ENERGY RECOVERY PROJECT

WHEREAS, the City of Roseville intends to finance the construction of the Pleasant Grove Wastewater Treatment Plant and Energy Recovery Project (the "Project"); and

WHEREAS, the City of Roseville's Environmental Utilities Department has set up the Wastewater Enterprise Fund which is funded by customer user charges established by the Environmental Utilities Department to operate, maintain and construct improvements required at the City's Wastewater Treatment Facilities; and

WHEREAS the City of Roseville intends to utilize the Environmental Utilities Wastewater Enterprise Fund to fund (in part), the Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Project; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Roseville that the use of the Environmental Utilities Wastewater Enterprise Fund for the Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Project is hereby approved; and

BE IT FURTHER RESOLVED, that the City of Roseville commits to collecting such revenues and maintaining such fund(s) throughout the term of such financing and until the City has satisfied its repayment obligation thereunder unless modification or change is approved in writing by the State Water Resources Control Board. So long as the financing agreement(s) are outstanding, the City's pledge hereunder shall constitute a lien in favor of the State Water Resources Control Board on the foregoing fund(s) and revenue(s) without any further action necessary. So long as the financing agreement(s) are outstanding, the City commits to maintaining the fund(s) and revenue(s) at levels sufficient to meet its obligations under the financing agreement(s).

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

RESOLUTION NO. 18-326

AUTHORIZING THE ACTING CITY MANAGER OR HIS DESIGNEE TO APPLY FOR CLEAN WATER
STATE REVOLVING FUNDS ON BEHALF OF THE CITY OF ROSEVILLE IN CONNECTION WITH THE
PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION AND
ENERGY RECOVERY PROJECT

WHEREAS, the City of Roseville is the applicant for the Clean Water State Revolving
Funding program; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Acting
City Manager or his designee is hereby authorized and directed to sign and file, for and on
behalf of the City, a Financial Assistance Application for a financing agreement from the State
Water Resources Control Board for the planning, design, and construction of the Pleasant
Grove Wastewater Treatment Plant Expansion and Energy Recovery Project 8215-110 and
8215-210; and

BE IT FURTHER RESOLVED that the Acting City Manager or his designee, is designed to
provide the assurances, certifications and commitments required for the financial assistance
application, including executing a financial assistance agreement from the State Water
Resources Control Board and any amendments or changes thereto; and

BE IT FURTHER RESOLVED that the Acting City Manager or his designee, is designated to
represent the City in carrying out the City's responsibilities under the financing agreement,
including certifying disbursement requests on behalf of the City and compliance with applicable
state and federal laws.

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

RESOLUTION NO. 18-327

APPROVING A DEBT SERVICE REPAYMENT AGREEMENT FOR THE CLEAN WATER STATE REVOLVING FUND PROGRAM BETWEEN THE CITY OF ROSEVILLE AND SOUTH PLACER WASTEWATER AUTHORITY, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Debt Service Repayment Agreement regarding the Clean Water State Revolving Fund Program, by and between the City of Roseville and South Placer Wastewater Authority ("SPWA"), in connection with the Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Project, has been reviewed by the City Council; and

WHEREAS, SPWA has authorized its Executive Director to enter into the Agreement with the City to reimburse the City for amounts paid in connection with the Clean Water State Revolving Fund Program in accordance with SPWA Resolution Numbers 2017-10, 2017-11, 2017-12, 2017-13, and 2017-14, which were adopted by the SPWA Board of Directors at the August 17, 2017 SPWA board meeting; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Debt Service Repayment Agreement is hereby approved and that the Acting 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

**DEBT SERVICE REPAYMENT AGREEMENT
CLEAN WATER STATE REVOLVING FUND PROGRAM**

THIS DEBT SERVICE PAYMENT AGREEMENT (the “**Agreement**”) is made effective as of the ____ day of _____, 20__, by and between the SOUTH PLACER WASTEWATER AUTHORITY, a joint powers agency (“**Authority**”) and the CITY OF ROSEVILLE, a municipal corporation duly organized and existing under the laws of the State of California (the “**City**”).

RECITALS

- A. **WHEREAS**, the City of Roseville, together with the County of Placer and the South Placer Municipal Utility District (collectively the “**Participants**”), have formed a joint powers agency, known as the South Placer Wastewater Authority for the purpose of jointly financing the costs of constructing and/or reconstructing certain public facilities and improvements relating to its water and wastewater system, including certain treatment facilities, pipelines and other infrastructure pursuant to that certain Amended and Restated Funding Agreement relating to the South Placer Regional Wastewater Facilities, dated as of October 1, 2012 (“**Amended and Restated Funding Agreement 2012**”), among the Authority and the Participants, including to issue bonds and obtain other financing for such purpose; and
- B. **WHEREAS**, the City, at the Authority’s request and on behalf of the Authority, has applied for Clean Water State Revolving Fund funding (the “**SRF Funding**”) provided by the State of California, acting by and through the State Water Resources Control Board (the “**State Water Board**”) in connection with the Authority’s Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Project (the “**Project**”); and
- C. **WHEREAS**, the Authority intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys obtained from the SRF Funding; and
- D. **WHEREAS**, the Authority has authorized its Executive Director to enter into an agreement with the City to reimburse the City for amounts paid in connection with the SRF fund in accordance with Resolution Numbers 2017-10, 2017-11, 2017-12, 2017-13, and 2017-14, which were adopted by the Board of Directors of the Authority at the August 17, 2017 board meeting; and
- E. **WHEREAS**, the parties hereto desire to provide for payment of debt service related to the SRF Funding subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. SRF Funding through the City of Roseville. The Authority hereby agrees to and acknowledges the City's application for SRF Funding on behalf of the Authority in the maximum principal amount of One Hundred Eighteen Million Three Hundred Eleven Thousand Six Hundred Sixty-Eight Dollars (\$118,311,668) on terms provided for in the SRF financing agreement(s) contemplated by the SRF funding application attached hereto as **Exhibit A** (the "SRF Financing Agreements").
2. Authority Repayment of Debt Service. The Authority hereby agrees to reimburse the City for all debt service payments made by the City for the SRF Funding as and when required by the SRF Financing Agreements, subject to the condition that the Authority's Executive Director shall have approved the form of SRF Financing Agreements in writing prior to execution thereof by the City. This requirement is addressed in Resolution Numbers 2017-10, Approval of Reimbursement Agreement with the City of Roseville in Connection with Clean Water State Revolving Fund (SRF) Funding; 2017-11 Reimbursement Resolution; 2017-12 Authorizing Resolution; 2017-13 Pledged Revenues and Fund(s) Resolution; and 2017-14 Contingent Authorizing Resolution in Connection with Clean Water State Revolving Fund (SRF) Funding, which are attached hereto as **Exhibits B, C, D, E, and F**.
3. Pledged Revenues. The Authority hereby agrees to pledge specific revenue streams towards the City's SRF Funding debt service payment obligations for the duration of the SRF Financing Agreements. Debt service payments will be accomplished using connection fees collected by all Participants that make up the Authority's Rate Stabilization Fund (RSF) on a parity basis with the Authority's pledge of the same revenue stream for payment of outstanding bonds. Should the available RSF funds fail to meet minimum repayment obligations, it would be necessary for each partner to provide additional funds to meet the repayment obligation. This requirement is addressed in the Amended and Restated Funding Agreement (2012), attached hereto as **Exhibit G**, which stipulates that if RSF funds are insufficient, other user charges (rates) must be used to meet debt repayment obligations. So long as the SRF Financing Agreements are outstanding, the Authority commits to maintaining the foregoing fund(s) and revenue(s) at levels sufficient to meet its debt service payment obligations under this Agreement.
4. Term and Termination. This Agreement shall be effective as of the date first above written and shall remain in effect until such time as all debts under the SRF Financing Agreements shall have been paid in full.
5. Amendments. This Agreement may be amended only by the written agreement of the Authority and the City.

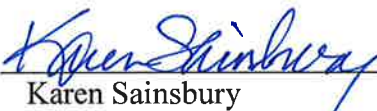
6. Rights of Third Parties; Dispute Resolution. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any person other than the parties hereto and their respective permitted successors and assigns. If an event of default occurs hereunder, the parties hereto shall, as a prerequisite to litigation, attempt to resolve the matter through mediation. If mediation fails to resolve the matter after a reasonable time, the parties shall have the right to take whatever action it, or they, deem(s) necessary or advisable to ensure that such defaulting party complies with the provisions hereof, including, without limitation, bringing an action in law or in equity. In any action brought by any party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie.
7. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

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 _____, adopted by the City Council of the City of Roseville on the ____ of _____, 20__, and South Placer Wastewater Authority has caused this Agreement to be executed under the authority of Resolutions 2017-10, 2017-11, 2017-12, 2017-13, and 2017-14, adopted by the Board of Directors of the South Placer Wastewater Authority on the 17 day of August, 2017.

SOUTH PLACER WASTEWATER AUTHORITY

BY: 
Ken Glotzbach
Executive Director

ATTEST:

BY: 
Karen Sainsbury
Secretary, Board of Directors

APPROVED AS TO LEGAL FORM:

BY: 
Osman I. Mufti
Authority's General Counsel

CITY OF ROSEVILLE

BY: _____
Dominick Casey
Acting City Manager

ATTEST:

BY: _____
Sonia Orozco
City Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Robert R. Schmitt
City Attorney

APPROVED AS TO SUBSTANCE:

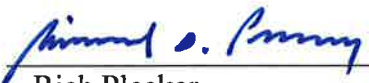
BY: 
Rich Plecker
Director of Environmental Utilities

EXHIBIT A

State Revolving Fund Application

GENERAL INFORMATION PACKAGE

I. TYPE OF ASSISTANCE REQUESTED			
Amount of Assistance Requested: \$ 118,311,668			
Proposed Security: ☒ Wastewater revenues and fund ☐ Water revenues and fund ☐ Other:			
Project Type(s): ☒ Wastewater ☐ Water Recycling ☐ Estuary ☐ Nonpoint Source			
II. APPLICANT INFORMATION			
Applicant Name: City of Roseville			
Street Address: 2005 Hilltop Circle		City: Roseville	State: CA Zip+4 Code: 95747-9704
Applicant Type: ☒ Public ☐ Indian Tribe ☐ Nonprofit ☐ Other: Specify			
County: Placer County		Charter City/County: ☒ Yes ☐ No	
Mailing Address: 2005 Hilltop Circle		City: Roseville	State: CA Zip+4 Code: 95747-9704
Congressional District(s): 4			
State Senate District(s): 4			
State Assembly District(s): 6			
Data Universal Numbering System (DUNS) No.: 076119643		Federal Tax ID No.: 94-6000-409	
Regional Water Board where the project will take place: ☐ 1 (North Coast) ☐ 2 (San Francisco Bay) ☐ 3 (Central Coast) ☐ 4 (Los Angeles) ☒ 5 (Central Valley) ☐ 6 (Lahontan) ☐ 7 (Colorado River) ☐ 8 (Santa Ana) ☐ 9 (San Diego)			
Authorized Representative Name, Title: Kenneth Glotzbach, Wastewater Utility Manager			
Phone No.: (916) 774-5754		Email Address: kglotzbach@roseville.ca.us	
Contact Person Name: George Hanson			
Phone No.: (916) 746-1764		Email Address: GHanson@roseville.ca.us	
Local Counsel Name: Bob Schmitt			
Phone No.: (916) 774-5325		Email Address: BSchmitt@roseville.ca.us	
III. PROJECT INFORMATION AND PROPOSED SCHEDULES			
Project Description: (Enter a brief description of the project) The City of Roseville operates the Pleasant Grove Wastewater Treatment Plant (PGWWTP), which needs additional capacity due to recent and anticipated acceleration of growth within the South Placer Wastewater Authority (SPWA) service area. Based on growth projections within SPWA, Average Dry Weather Flows are anticipated to exceed 9 million gallons (MGD) per day by 2020 and projected to equal or exceed PGWWTP's treatment capacity of 9.5 MGD by 2024. The addition of 12 MGD of new rectangular primary clarifier capacity, solids thickening, anaerobic digestion and odor control (Expansion Project) is needed to address future flows and loads as well as reduce biosolids related odors. Separate energy recovery facilities would be construction to beneficially utilize the digester gas produced by anaerobic digestion (Energy Recovery Project).			
Project Title: Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Project			
Project Location Street Address: 5051 W. Park Drive		City: Roseville	State: CA Zip+4 Code: 95747- 4839
NPDES Permit or WDR Order No. (if applicable): NPDES Permit No. CA0084573/ WDR Order No. R5-2014-0051			
Current Year Estimated Population Served: Approximately 126,300			

State Use Only	
CWSRF Project #	
Project Manager	
Date Received	

		Estimated or Actual Date
Estimated Project Schedule:	Complete Construction Application	January 2017
	1) General Information Package	January 2017
	2) Technical Package	January 2017
	3) Environmental Package	January 2017
	4) Financial Security Package	February 2017
	Complete Project Plans and Specifications	June 2017
	Advertise Bids	June 2017
	Issue Notice to Proceed	October 2017
	Complete Construction	October 2019

Consultation with Other Agencies

Please list other Federal and State agencies that have been involved in this project (e.g. planning, CEQA/NEPA consultation, funding, etc.), their contact information if known, and estimated dates for resolution of any issues.

CEQA-Plus will be required. A NPDES General Construction Permit (administered by SWRCB) will be required. An amendment to Placer County Air Pollution Control District will be required.

Partnering Agencies

Please list all other agencies that have an interest in this project. Provide contact information if known.

Additional South Placer Wastewater Authority members:

1. South Placer Municipal Utility District
2. County of Placer

IV. ESTIMATED PROJECT CAPITAL COSTS AND FUNDING SUMMARY

Cost Classification	Total Project Costs	Other Funding	Requested Financing
A. Facilities Planning (a)	\$ _____	\$ _____	\$ _____
B. Facilities Design (a)	\$ <u>8,756,853.00</u>	\$ _____	\$ <u>8,756,853.00</u>
C. Construction Management (a)	\$ <u>8,900,830.00</u>	\$ _____	\$ <u>8,900,830.00</u>
D. Value Engineering (a)	\$ _____	\$ _____	\$ _____
E. Administration (a)	\$ <u>890,083.00</u>	\$ _____	\$ <u>890,083.00</u>
F. Facilities Construction Total	\$ <u>89,008,296.00</u>	\$ _____	\$ <u>89,008,296.00</u>
G. Contingency	\$ <u>8,900,830.00</u>	\$ _____	\$ <u>8,900,830.00</u>
H. Pre-Purchase Material/Equipment	\$ _____	\$ _____	\$ _____
I. Land and Right-of-Way	\$ _____	\$ _____	\$ _____
J. Other Costs	\$ <u>1,854,776.00</u>	\$ _____	\$ <u>1,854,776.00</u>
Explain: <u>Allowances Contingency</u>			
K. Total Project Costs	\$ <u>118,311,668.00</u>	\$ _____	\$ <u>118,311,668.00</u>
(a) Soft costs may be provided for planning, design, value engineering, construction management, and administration costs.			
Portion of the Total Project Costs that will serve existing facilities and/or existing communities	\$ <u>69,803,884.00</u>		
Portion of the Total Project Costs that will serve new development	\$ <u>48,507,784.00</u>		

V. TECHNICAL SPONSORSHIP

If the Division were to set up a technical sponsorship program, would you be interested in providing in-kind technical assistance to another CWSRF applicant in exchange for special financing? Note that checking "Yes" in no way obligates you to participate in this potential program or guarantees that this incentive will be available or offered.

☐ Yes ☒ No

If Yes, please indicate the areas where you would be willing to provide assistance.

- ☐ Assistance in completing a funding application
- ☐ Assistance in writing a facilities plan/project report
- ☐ Assistance in developing a Capital Improvement Plan
- ☐ Assistance in conducting a water or energy audit
- ☐ Assistance in building Operations & Maintenance capacity
- ☐ Other Specify _____

VI. SUSTAINABILITY

A project that supports or incorporates one or more of the following sustainability goals receives one priority point for each area addressed.

Label the requested documents as Attachment G1, G2, G3, etc.

☐

The project supports infill development or results in the reuse or redevelopment of land in an area presently served by transit, streets, water, sewer and other essential services.
G1 – Provide a map highlighting the infill or redevelopment areas.

☐

The applicant maintains a Capital Improvement Plan, an Asset Management Plan, or has performed a full-cost pricing analysis, or the project incorporates climate change adaption.
G2 – Provide copies or links to these plan or analysis.

☒

The project protects environmental or agricultural resources such as farm, range and forest lands, wetlands and wildlife habitats, recreational lands such as parks, trails, and greenbelts, or landscapes with locally unique features or areas identified by the state as deserving special protection.
G3 – Provide a map highlighting the areas that will be protected.

☒

The project is cited in one or more regional environmental management plans.
G4 – Provide copies or links to these plans.

☒

The project incorporates wastewater or storm water/urban runoff recycling, water conservation, energy conservation, low impact development, or reduced use of other vital resources.
G5 – Explain the reason for the energy savings and the expected energy savings.

☒

The project uses low-impact treatment for lower lifecycle operating costs through reduced energy, chemical, or other inputs.
G6 – Explain the reason(s) for the reduced operating costs.

CERTIFICATION AND SIGNATURE OF AUTHORIZED REPRESENTATIVE

To the best of my knowledge and belief, I certify that I am authorized to submit this application; the information provided in this application is true and correct; the documentation has been duly authorized by the governing body of the applicant; and the entity possesses the legal authority to apply for the financing and enter into a financing agreement with the State Water Resources Control Board and to finance and construct the proposed facilities.

Name of Authorized Representative: Kenneth Goltzbach

Title: Wastewater Utility Manager

Signature of Authorized Representative: [Signature]

Date: 2-4-17

HOW DID YOU HEAR ABOUT THE CWSRF PROGRAM?

- ☐ California Financing Coordinating Committee (CFCO) Funding Fair ☐ Colleague ☐ State Water Board Letter
☐ Conference/Trade Show/Workshop (Specify) _____ ☐ Employer/Employee
☒ Consultant ☐ Internet ☐ Publication ☐ Other (Specify) _____

EXHIBIT B

Approval of Reimbursement Agreement with the City of Roseville in Connection with Clean Water State Revolving Fund (SRF) Funding

SOUTH PLACER WASTEWATER AUTHORITY

RESOLUTION NO. 2017-10

**APPROVAL OF REIMBURSEMENT AGREEMENT WITH THE CITY OF
ROSEVILLE IN CONNECTION WITH
CLEAN WATER STATE REVOLVING FUND (SRF) FUNDING**

WHEREAS, the City of Roseville (the "City"), together with the County of Placer (the "County") and the South Placer Municipal Utility District (the "District," and collectively the "Participants"), have formed a joint powers agency, known as the South Placer Wastewater Authority (the "Authority") for the purpose of jointly financing the Pleasant Grove Wastewater Treatment Plant, improvements to the Dry Creek Wastewater Treatment Plant, and other Related Regional Infrastructure (as defined in that certain Amended and Restated Funding Agreement relating to the South Placer Regional Wastewater Facilities, dated as of October 1, 2012, among the Authority and the Participants), including to issue bonds and obtain other financing for such purpose; and

WHEREAS, the Authority intends to issue bonds and apply for Clean Water State Revolving Fund funding (the "SRF Funding") in connection with its Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Project (the "Project"); and

WHEREAS, the City proposes to obtain said SRF funding on behalf of the Authority;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the South Placer Wastewater Authority as follows:

Section 1. SRF Funding through the City of Roseville. The Board hereby approves the City of Roseville's application for SRF funding on behalf of the Authority in the maximum principal amount of \$118,311,668.

Section 2. Reimbursement Agreement with the City of Roseville. The Board hereby authorizes the Executive Director or his designee, on behalf of the Authority, to execute and deliver an agreement with the City to reimburse the City for all sums expended in connection with the SRF Funding. Said agreement shall be in a form approved by the Executive Director and the Authority's general counsel.

Section 3. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

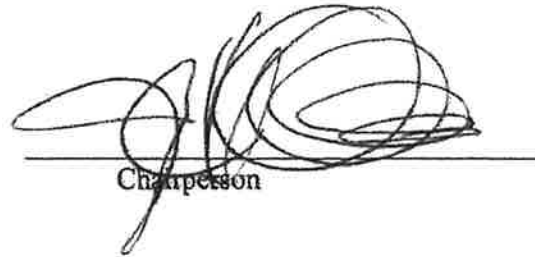
* * * * *

PASSED AND ADOPTED this 17th day of August, 2017, by the following vote:

AYES: Allard, Duran, Gore, Mitchell, Weggandt

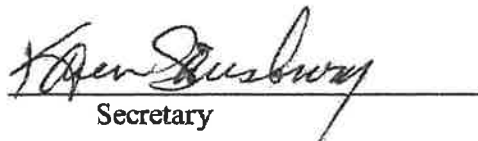
NOES: —

ABSENT: —



Chairperson

ATTEST:



Secretary

EXHIBIT C

Reimbursement Resolution

[Faint, illegible text, likely a signature or stamp]

RESOLUTION NO. 17-427

APPROVING A REIMBURSEMENT RESOLUTION
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, the City of Roseville ("City") desires to finance the costs of constructing and/or reconstructing certain public facilities and improvements relating to its water and wastewater system, including certain treatment facilities, pipelines and other infrastructure ("Project"); and

WHEREAS, the City intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys ("Project Funds") provided by the State of California, acting by and through the State Water Resources Control Board (State Water Board); and

WHEREAS, the State Water Board may fund the Project Funds with proceeds from the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes ("Obligations"), and

WHEREAS, prior to either the issuance of the Obligations or the approval by the State Water Board of the Project Funds the City desires to incur certain capital expenditures (the "Expenditures") with respect to the Project from available moneys of the City; and

WHEREAS, the City has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the City for the Expenditures from the proceeds of the Obligations.

NOW, THEREFORE, THE CITY DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. The City hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the State Water Board of the Project Funds.

SECTION 2. The reasonably expected maximum principal amount of the Project Funds is \$ 118,311,668.00.

SECTION 3. This resolution is being adopted no later than 60 days after the date on which the City will expend moneys for the construction portion of the Project costs to be reimbursed with Project Funds.

SECTION 4. Each City expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

SECTION 5. To the best of our knowledge, the City is not aware of the previous adoption of official intents by the City that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 6. This resolution is adopted as official intent of the City in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said reimbursement resolution 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 4th day of October, 20 17, by the following vote on roll call:

AYES COUNCILMEMBERS: Gore, Alvord, Herman, Allard, Rohan

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None



MAYOR

ATTEST:


City Clerk

The foregoing instrument is a correct copy
of the original on file in this office.

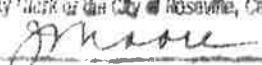
ELISP
City Clerk of the City of Roseville, California

DEPUTY CLERK

EXHIBIT D

Authorizing Resolution

12.20.17

RESOLUTION NO. 18-

AUTHORIZING THE ACTING CITY MANAGER OR HIS DESIGNEE TO APPLY FOR CLEAN WATER
STATE REVOLVING FUNDS ON BEHALF OF THE CITY OF ROSEVILLE IN CONNECTION WITH THE
PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION AND
ENERGY RECOVERY PROJECT

WHEREAS, the City of Roseville is the applicant for the Clean Water State Revolving
Funding program; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Acting
City Manager or his designee is hereby authorized and directed to sign and file, for and on
behalf of the City, a Financial Assistance Application for a financing agreement from the State
Water Resources Control Board for the planning, design, and construction of the Pleasant
Grove Wastewater Treatment Plant Expansion and Energy Recovery Project 8215-110 and
8215-210; and

BE IT FURTHER RESOLVED that the Acting City Manager or his designee, is designed to
provide the assurances, certifications and commitments required for the financial assistance
application, including executing a financial assistance agreement from the State Water
Resources Control Board and any amendments or changes thereto; and

BE IT FURTHER RESOLVED that the Acting City Manager or his designee, is designated to
represent the City in carrying out the City's responsibilities under the financing agreement,
including certifying disbursement requests on behalf of the City and compliance with applicable
state and federal laws.

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

EXHIBIT E

Pledged Revenues and Fund(s) Resolution

RESOLUTION NO. 18-

APPROVING THE USE OF THE ENVIRONMENTAL UTILITIES WASTEWATER ENTERPRISE FUND FOR
THE PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION AND
ENERGY RECOVERY PROJECT

WHEREAS, the City of Roseville intends to finance the construction of the Pleasant Grove Wastewater Treatment Plant and Energy Recovery Project (the "Project"); and

WHEREAS, the City of Roseville's Environmental Utilities Department has set up the Wastewater Enterprise Fund which is funded by customer user charges established by the Environmental Utilities Department to operate, maintain and construct improvements required at the City's Wastewater Treatment Facilities; and

WHEREAS the City of Roseville intends to utilize the Environmental Utilities Wastewater Enterprise Fund to fund (in part), the Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Project; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Roseville that the use of the Environmental Utilities Wastewater Enterprise Fund for the Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Project is hereby approved; and

BE IT FURTHER RESOLVED, that the City of Roseville commits to collecting such revenues and maintaining such fund(s) throughout the term of such financing and until the City has satisfied its repayment obligation thereunder unless modification or change is approved in writing by the State Water Resources Control Board. So long as the financing agreement(s) are outstanding, the City's pledge hereunder shall constitute a lien in favor of the State Water Resources Control Board on the foregoing fund(s) and revenue(s) without any further action necessary. So long as the financing agreement(s) are outstanding, the City commits to maintaining the fund(s) and revenue(s) at levels sufficient to meet its obligations under the financing agreement(s).

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

EXHIBIT F

Contingent Authorizing Resolution in Connection with Clean Water State Revolving Fund (SRF) Funding

SOUTH PLACER WASTEWATER AUTHORITY

RESOLUTION NO. 2017-14

**CONTINGENT AUTHORIZING RESOLUTION
IN CONNECTION WITH
CLEAN WATER STATE REVOLVING FUND (SRF) FUNDING**

WHEREAS, the City of Roseville (the "City"), together with the County of Placer (the "County") and the South Placer Municipal Utility District (the "District," and collectively the "Participants"), have formed a joint powers agency, known as the South Placer Wastewater Authority (the "Authority") for the purpose of jointly financing the Pleasant Grove Wastewater Treatment Plant, improvements to the Dry Creek Wastewater Treatment Plant, and other Related Regional Infrastructure (as defined in that certain Amended and Restated Funding Agreement relating to the South Placer Regional Wastewater Facilities, dated as of October 1, 2012, among the Authority and the Participants), including to issue bonds and obtain other financing for such purpose; and

WHEREAS, the Authority intends to issue bonds and apply for Clean Water State Revolving Fund funding (the "SRF Funding") in connection with its Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Project 8215-110 (the "Project"); and

WHEREAS, the Board has previously approved the California State Water Quality Control Board's Reimbursement Resolution, Authorizing Resolution, and Pledged Revenues and Fund Resolution (collectively, the "SRF Funding Resolutions"), whereby the Authority may apply for SRF Funding for the Project; and

WHEREAS, the City proposes to obtain said SRF funding on behalf of the Authority;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the South Placer Wastewater Authority as follows:

Section 1. Contingent Authorization to Obtain SRF Funding on Behalf of the Authority. If the City of Roseville does not obtain SRF Funding on behalf of the Authority for any reason, the Board hereby authorizes the Executive Director or his designee, on behalf of the Authority, to deliver the SRF Funding Resolutions to the California State Water Quality Control Board, and to execute and deliver any and all agreements, and take any and all other actions, which he may deem necessary or advisable to obtain SRF Funding directly for the Authority.

Section 3. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

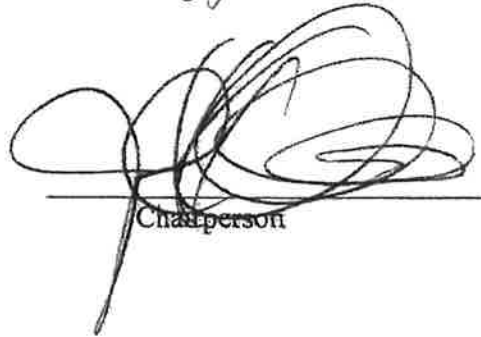
* * * * *

PASSED AND ADOPTED this 17th day of August, 2017, by the following vote:

AYES: Allard, Duran, Gore, Mitchell, Weygant

NOES: —

ABSENT: —


Chairperson

ATTEST:

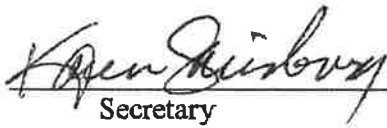

Secretary

EXHIBIT G

Amended and Restated Funding Agreement Relating to the South Placer Regional Wastewater Facilities

**AMENDED AND RESTATED
FUNDING AGREEMENT
RELATING TO THE
SOUTH PLACER REGIONAL WASTEWATER FACILITIES**

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**AMENDED AND RESTATED
FUNDING AGREEMENT
RELATING TO THE
SOUTH PLACER REGIONAL WASTEWATER FACILITIES**

THIS AMENDED AND RESTATED FUNDING AGREEMENT (the "Agreement") is made effective as of the 1st day of October, 2012, by and among the **SOUTH PLACER WASTEWATER AUTHORITY**, a joint powers agency ("Authority"), the **CITY OF ROSEVILLE**, a charter city duly organized and existing under the laws of the State of California (the "City"), the **SOUTH PLACER MUNICIPAL UTILITY DISTRICT**, a municipal utility district duly organized and existing under the laws of the State of California (the "District"), and the **COUNTY OF PLACER**, a political subdivision duly organized and existing under the laws of the State of California (the "County").

RECITALS

- A. WHEREAS, effective October 1, 2000, the parties hereto entered into that certain "Joint Exercise of Powers Agreement for the South Placer Wastewater Authority" (the "JPA Agreement"), which JPA Agreement created the Authority; and
- B. WHEREAS, effective October 1, 2000, the parties hereto entered into the first Funding Agreement Relating to the South Placer Wastewater Facilities (the "Original Funding Agreement"), which Original Funding Agreement provided for (1) the capital funding necessary for the planning, permitting, design, acquisition, and construction of Regional Wastewater Facilities, and (2) the parties' respective rights to use Regional Wastewater Facilities; and
- C. WHEREAS, the parties hereto desire to amend and restate the Original Funding Agreement to memorialize, among other things, (i) the reallocation of the parties' Proportionate Shares, (ii) the modification of provisions concerning future capacity usage, and (iii) the City's assumption of responsibility for the reclaimed/recycled water infrastructure. The parties intend that this Agreement shall supersede and replace the Original Funding Agreement, and that this Agreement, the JPA Agreement and the Operations Agreement (defined below), shall supersede and replace the Other Superseded Agreements (defined below), except for Sections 5 through 13 of the Settlement Agreement (defined below).

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. **Definitions.** Words and phrases used in this Agreement shall have the following meanings:

2011 Bonds means the following Authority bonds issued in 2011: (i) South Placer Wastewater Authority Wastewater Revenue Refunding Bonds, Series 2011A (Variable Rate Demand Bonds); (ii) South Placer Wastewater Authority Wastewater Revenue Refunding Bonds, Series 2011B (Variable Rate Demand Bonds); (iii) South Placer Wastewater Authority Wastewater Revenue Refunding Bonds, Series 2011C; and (iv) South Placer Wastewater Authority Wastewater Revenue Refunding Bonds, Series 2011D (SIFMA Index Bonds).

2011 Bond Debt Service means Debt Service due on the 2011 Bonds.

2011 Bond Documents means the Indenture, this Agreement, the Official Statement and other ancillary documents relating to credit enhancement, liquidity, and other matters relating to the 2011 Bonds, including the purchase of the 2011 Bonds.

Aggregate Rate Stabilization Fund Draw means, for any Computation Period, the amount actually withdrawn from the Rate Stabilization Fund to pay Debt Service during such Computation Period.

Authority is defined in the preamble.

Available Local Connection Fees means Local Connection Fees that may be used to pay Debt Service. A Participant assessing Local Connection Fees shall, on a case-by-case basis, determine whether such Local Connection Fees are so usable.

Average Dry Weather Flow means the average daily wastewater flow into the Regional Wastewater Facilities, measured from July 1st through September 30th of each year.

Bond Documents means the 2011 Bond Documents and any Parity Bonds Instrument(s).

Bond Redemptions means funds sent by the Authority to the Trustee accompanied by irrevocable instructions to the Trustee that such funds are to be applied to the redemption of Bonds in accordance with the optional redemption provisions of the Indenture and any Parity Bonds Instrument.

Bonds means, collectively, the 2011 Bonds and any Parity Bonds, issued and at any time outstanding under the Indenture or any Parity Bonds Instrument, respectively.

Capital Costs means both direct and incidental costs of the planning, permitting, design, acquisition and construction of Regional Wastewater Facilities, including, without limitation, the following: (a) site acquisition, including, without limitation, administration, surveys, appraisals,

legal fees, costs of litigation, and title insurance; (b) engineering costs, including, without limitation, administration, investigation, tests, design, survey, construction supervision, and inspection; (c) construction costs, including, without limitation, Bond interest during construction; (d) preliminary project costs paid, and advance payments made, by the City, the County, or the District; (e) Debt Service and issuance costs on Bonds; (f) reserve requirements for Bonds; (g) capital reserve requirements relating to Regional Wastewater Facilities; and (h) administrative costs, including, without limitation, legal fees, consultant fees, and costs of Participant personnel working on the acquisition and construction of Regional Wastewater Facilities.

City is defined in the preamble.

Computation Period means a Fiscal Year, unless another period of time is required by any applicable Bond Document.

County is defined in the preamble.

Debt Service means, for any Computation Period, the sum of (a) the interest accruing on all Bonds during such Computation Period, assuming that all Bonds are retired as scheduled, plus (b) the principal amount (including principal due as sinking fund installment payments) allocable to all Bonds in such Computation Period, calculated as if such principal amounts were deemed to accrue daily during such Computation Period in equal amounts from, in each case, each payment date for principal or the date of delivery of such Bonds (provided that principal shall not be deemed to accrue for greater than a 365-day period prior to any payment date), as the case may be, to the next succeeding payment date for principal; provided, that the following adjustments shall be made to the foregoing amounts in the calculation of Debt Service:

(1) with respect to any such Bonds bearing or comprising interest at other than a fixed interest rate, the rate of interest used to calculate Debt Service shall be (A) with respect to such Bonds then outstanding, one hundred ten percent (110%) of the greater of (I) the daily average interest rate on such Bonds during the twelve (12) calendar months next preceding the date of such calculation (or the portion of the then current Computation Period that such Bonds have borne interest) or (II) the most recent effective interest rate on such Bonds prior to the date of such calculation and (B) with respect to such Bonds then proposed to be issued, the average of the Revenue Bond Index published in *The Bond Buyer* over the prior 12 months, or a comparable index if the Revenue Bond Index is no longer published;

(2) with respect to any such Bonds having twenty percent (20%) or more of the aggregate principal amount thereof due in any one Computation Period, Debt Service shall be calculated for the Computation Period of determination as if the interest on and principal of such Bonds were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of thirty (30) years from the date of such Bonds; provided, however, that the full amount of such Bonds shall be included in Debt

Service if the date of calculation is within 24 months of the actual maturity of the payment;

(3) with respect to any such Bonds or portions thereof bearing no interest but which are sold at a discount and which discount accretes with respect to such Bonds or portions thereof, such accreted discount shall be treated as due when scheduled to be paid;

(4) Debt Service shall not include interest on Bonds which is to be paid from amounts constituting capitalized interest; and

(5) if an interest rate swap agreement is in effect with respect to, and is payable on a parity with, any Bonds to which it relates, no amounts payable under such interest rate swap in excess of debt service payable under such Parity Bonds Instrument shall be included in the calculation of Debt Service unless the sum of (A) the interest payable on such Bonds, plus (B) the amounts payable by the Authority or the Participant under such interest rate swap agreement, less (C) the amounts receivable by the Authority or the Participant under such interest rate swap agreement, are greater than the interest payable on such Bonds, in which case the amount of such payments to be made that exceed the interest to be paid on such Bonds shall be included in such calculation, and for this purpose, the variable amount under any such interest rate swap agreement shall be determined in accordance with the procedure set forth in Subsection (1) of this definition.

Debt Service Fund means the fund of that name created under the Indenture, or an equivalent fund created under any Parity Bonds Instrument, as applicable.

District is defined in the preamble.

Dry Creek Plant means the regional wastewater treatment plant owned and operated by the City for the mutual benefit of the Participants and known as the "Dry Creek Wastewater Treatment Plant."

EDU's means "equivalent dwelling units," which is the measure by which City, District, and County calculate their Regional Connection Fees. The Participants shall coordinate the definition of EDU's in their respective codes and ordinances, such that Regional Connection Fees collected are equivalent as regards land use types, size, and density of structures.

Enterprise Fund means, (a) as to the City, the Operational and Rehabilitation Funds maintained by the City; (b) as to the County, the following funds maintained by the County: (1) Sewer Maintenance District No. 2, Fund 503, Subfund 2; and (2) CSA 28, Zone 2A3, Sunset Sewer, Fund 502, Subfund 2; (c) CSA 28, Zone 173, Dry Creek, Fund 502, Subfund 55; and (d) as to the District, the Enterprise Fund maintained by the District.

Event of Default means:

- (a) Default in the due and punctual payment of any amounts required to be paid hereunder by a party hereto, when and as the same shall become due and payable; or
- (b) Default by a party in the observance of any other covenants, agreements or conditions on its part in this Agreement, or in any Bond Document, and such default shall have continued for a period of thirty (30) days after that party shall have been given notice in writing of such default by the Trustee, or any other party hereto; provided, however, that if any such default is not reasonably curable within such thirty (30) day period, the applicable party shall not be deemed to be in default if such party commences to cure the default within such thirty (30) day period and diligently pursues such cure to completion.

Fiscal Year means the period of time beginning on July 1st of any year and ending on June 30th of the following year, or any other twelve (12) month period agreed to in writing by all of the Participants.

Indenture means, collectively and individually, the Wastewater Revenue Bond Indenture, and the First, Second, Third and Fourth Supplemental Wastewater Revenue Bond Indentures, each dated as of April 1, 2011, between the Authority and the Trustee, under which the 2011 Bonds were issued.

Individual Rate Stabilization Fund Draw means, as to each Participant, for any Computation Period, the amount actually withdrawn from the account created for such Participant in the Rate Stabilization Fund to pay such Participant's Proportionate Share of Debt Service during such Computation Period.

Interest Payment Date means any date on which interest is payable on the 2011 Bonds under the terms of the Indenture and any Parity Bonds Instrument.

JPA Agreement is defined in Recital A.

Local Connection Fees means connection fees imposed and collected by a Participant, pursuant to the applicable provisions of the Roseville Municipal Code, District ordinances, or County ordinances, as applicable, for the purpose of funding expansions or modifications of, and/or improvements to, the Participant's System.

MGD means millions of gallons per day.

Minimum Level means, when used to describe the amount contained in the Rate Stabilization Fund, an amount equal to the lesser of: (a) Debt Service due in the two (2) Fiscal Years occurring immediately after the calculation is made, and (b) the amount required to redeem or retire all Bonds.

Operations Agreement means that certain Agreement Regarding the Operation and Use of the South Placer Regional Wastewater Facilities made by and among the Authority and the Participants of even date herewith, as amended by the Amended and Restated Agreement Regarding the Operation and Use of the South Placer Regional Wastewater Facilities dated of even date herewith.

Other Superseded Agreements means, collectively, the following agreements between the parties and/or their predecessors: (i) Agreement Relating to the Construction and Operation of a Regional Sewage Treatment Plant between the City and Rocklin-Loomis Municipal Utility District (the District's predecessor), dated as of July 5, 1973, and amended on October 15, 1975, June 17, 1981, and May 6, 1987 (collectively, the "Dry Creek Agreements"); (ii) Agreement for Sewer Services Regarding Placer County Sewer Maintenance District No. 2; Placer County Service Area No. 28, Zone 2, A-3; Placer County Service Area No. 28, Zone 55; and the Dry Creek-West Placer Community Plan Area between the City and the County, dated January 17, 1996 (the "Roseville/Placer County Agreement"); (iii) Preliminary Agreement Between and Among the City of Roseville, the South Placer Municipal Utility District and the County of Placer Regarding the Pleasant Grove Wastewater Treatment Plant, between the City and the County, dated May 19, 1998, and a separate agreement between the City and the District bearing the same title and containing substantially the same provisions, dated October 21, 1998 (collectively, the "Preliminary Agreement"); and (iv) the Settlement Agreement among the City, the County and the District, in settlement of the litigation entitled *City of Roseville vs. South Placer Municipal Utility District*, Sacramento County Superior Court Case No. 98AS02099 (the "Settlement Agreement").

Parity Bonds means all bonds, notes or other obligations (including without limitation long-term contracts, loans, sub-leases or other legal financing arrangements) of the Authority, the proceeds of which are applied to the acquisition and construction of Regional Wastewater Facilities, payable from and secured by a pledge of and lien upon any of the Participant Net Revenues, and issued or incurred pursuant to the Indenture.

Parity Bonds Instrument means the resolution, trust indenture or installment sale agreement adopted, entered into or executed and delivered by the Authority, and under which Parity Bonds are issued.

Participant means, individually, the City, the County, or the District. Participants means, collectively, the City, the County and the District.

Participant Gross Revenues means, for any Computation Period, all amounts received for, arising from, and all other income and revenues derived by a Participant from, the ownership or operation of such Participant's System and such Participant's use of Regional Wastewater Facilities, excluding Regional Connection Fees and Local Connection Fees other than Available Local Connection Fees.

Participant Net Revenues means, with respect to each Participant, such Participant's Gross Revenues less such Participant's Operation and Maintenance Costs, for any Computation Period.

Participant Operation and Maintenance Costs or Participant's Operation and Maintenance Costs means, for any given period, the reasonable and necessary costs (both direct and incidental) of operating and maintaining the facilities which comprise a Participant's System during such period, as well as the Participant's share of Regional Operation and Maintenance Costs, calculated on sound accounting principles, including (among other things) the reasonable expenses of management and repair and other expenses necessary to maintain and preserve such facilities in good repair and working order, and reasonable amounts for administration, overhead, insurance, taxes (if any), labor, materials, water, electricity, natural gas, chemicals, employee bonds, vehicles, communications equipment, preventive maintenance, sludge disposal, environmental remediation, engineering services, analytical testing services, rents, right-of-way charges, recycled water operations costs, legal judgments and assessments, other support services, and other similar costs, but excluding in all cases depreciation, replacement and obsolescence charges or reserves therefor, debt service and amortization of intangibles or other book-keeping entries of a similar nature.

Participant Parity Obligations means, as to each Participant, all bonds, notes or other obligations (including without limitation long-term contracts, loans, sub-leases or other legal financing arrangements), payable from Participant Net Revenues on a parity with the Participant's obligation to pay its Proportionate Share of Debt Service.

Participant System or Participant's System means, as to each Participant, the facilities of such Participant (excluding Regional Wastewater Facilities, if any, owned by such Participant) for the collection, transmission and disposal of wastewater to or through the Regional Wastewater Facilities, together with necessary pipes, pumps, valves and machinery and lands, easements and rights of way therefor; and other works, properties or structures necessary or convenient for the collection, transmission and disposal of wastewater, including all additions, betterments, extensions and improvements to such facilities or any part thereof.

Paying Participant is defined in Subsection 9.f(3).

Phase I Capacity means the wastewater treatment capacity actually provided by the first phase of the Pleasant Grove Plant (9.5 MGD). On the date the Pleasant Grove Plant begins wastewater treatment operations, the Participants' usage of Phase I Capacity shall be zero, notwithstanding the diversion of wastewater from the Dry Creek Plant, as set forth below. From and after that date, all increases in the Participants' usage of the wastewater treatment capacity of the Regional Wastewater Facilities shall be deemed to be usage of Phase I Capacity, until the entire amount of Phase I Capacity is used.

Pleasant Grove Plant means the regional wastewater treatment plant owned and operated by the City for the mutual benefit of the Participants and known as the "Pleasant Grove Wastewater Treatment Plant."

Proportionate Share means the percentage allocations among the Participants determined in accordance with Section 12.

Proportional Volumetric Share means the proportion of total yearly wastewater volume entering the Regional Wastewater Facilities that is attributable to the City, the District or the County, as applicable. The City shall determine, using information supplied by all Participants, the total yearly wastewater volume and each Participant's Proportional Volumetric Share on a Fiscal Year basis.

Rate Covenant Debt Service means, as to each Participant, such Participant's Proportionate Share of Debt Service, less the sum of (a) such Participant's Individual Rate Stabilization Fund Draw, and (b) any amounts paid on behalf of such Participant pursuant to Section 9.f(3).

Rate Stabilization Fund means the fund into which all Regional Connection Fees are deposited. The Rate Stabilization Fund may be held by the City in trust for the benefit of the Authority, in which event references in this Agreement to payments made, or received, by the Authority, shall be deemed to refer to payments made, or received, by the City on the Authority's behalf.

Regional Connection Fees means the connection fees imposed and collected by the Participants, pursuant to the applicable provisions of the Roseville Municipal Code, District ordinances, and County ordinances, for the purpose of funding expansions or modifications of, and/or improvements to, Regional Wastewater Facilities. If any Participant contributes additional amounts pursuant to Subsection 10.c in lieu of enacting and enforcing the minimum Regional Connection Fee recommended by the Authority, such additional amounts shall be deemed to be Regional Connection Fees for purposes of this Agreement.

Regional Operation and Maintenance Costs means, for any given period, the reasonable and necessary costs (both direct and incidental) of operating and maintaining Regional Wastewater Facilities during such period, calculated on sound accounting principles, including (among other things) the reasonable expenses of management and repair and other expenses necessary to maintain and preserve Regional Wastewater Facilities in good repair and working order, and reasonable amounts for administration (including, without limitation, costs of administration of the Participants' industrial pretreatment programs by the City, but only to the extent such costs are not chargeable to significant industrial users pursuant to Roseville Municipal Code Chapter 14.26), overhead, insurance, taxes (if any), labor, materials, water, electricity, natural gas, chemicals, employee bonds, vehicles, communications equipment, improvements, replacements and rehabilitations, preventive maintenance, sludge disposal, environmental remediation, engineering services, analytical testing services, rents, right-of-way charges, legal judgments and assessments (including, without limitation, enforcement actions of the California Regional Water Quality Control Board), and other similar costs. Credit items, such as all salvage value of Regional Wastewater Facilities, and revenue from the sale of sludge or

other products, except for reclaimed and recycled water, shall be credited first to Regional Operation and Maintenance Costs and then to each of the Participants based on their Proportional Volumetric Share.

Regional Wastewater Facilities means the Pleasant Grove Plant, the Dry Creek Plant, any other regional treatment plants constructed by the Authority or any of the Participants in the future to facilitate wastewater collection, conveyance, treatment, recycling, discharge, and disposal services collectively to all of the Participants, and all Related Regional Infrastructure.

Related Regional Infrastructure shall mean trunk sewers, interceptor lines, force mains, pump stations, and all other wastewater infrastructure, constructed in conjunction with the Pleasant Grove Plant, the Dry Creek Plant, and/or other regional wastewater treatment plants constructed in the future, as appropriate and necessary to facilitate wastewater collection, conveyance, treatment, recycling, discharge, and disposal services collectively to all of the Participants. "Related Regional Infrastructure" shall not include trunk sewers, interceptor lines, force mains, pump stations, or any other wastewater infrastructure that (a) facilitate such services to only one or two of the Participants, or (b) are otherwise covered by other agreements providing for the apportionment of construction, operation and maintenance costs therefor, except for the agreements that are expressly superseded by this Agreement and the Operations Agreement.

Reserve Account means the account of that name created under the Indenture, or an equivalent account created under any Parity Bonds Instrument, as applicable.

Reserve Requirement has the meaning given thereto in the Indenture, or any Parity Bonds Instrument, as applicable.

Sub-Minimum Level means, for each Participant, an amount equal to the product of the Minimum Level multiplied by such Participant's Proportionate Share.

Trustee means the Bank of New York Mellon Trust Company, N.A., which was appointed as Trustee under the Indenture, and any successor thereto. The term "Trustee" shall also mean trustee(s) under any Parity Bonds Instrument(s), as applicable.

Underfunded Participant is defined in Subsection 9.f(3).

User Charges means rates, fees and charges levied against customers for use of a Participant's System and the Regional Wastewater Facilities, exclusive of Regional Connection Fees and Local Connection Fees.

2. Purpose and Intent of Agreement.

a. The purpose and intent of this Agreement is to (1) allocate Capital Costs; (2) allocate the Participants' individual financial responsibility for payment of Debt Service; (3) allocate the Participants' use of the wastewater treatment capacity of the Regional Wastewater

Facilities, and (4) provide assurance to the purchasers of Bonds regarding the availability of Participant Net Revenues for the payment of Debt Service.

b. The Participants further intend that, notwithstanding short-term variances in their respective contributions of Regional Connection Fees or other funds, their total respective financial contributions to Capital Costs (whether financed by Bonds, funded by Regional Connection Fees, or otherwise) shall, ultimately, be directly proportional to their respective actual usage of the wastewater treatment capacity made available by the construction of Regional Wastewater Facilities. The specific provisions of this Agreement shall be interpreted to give effect to the foregoing sentence.

3. **Term and Termination.** This Agreement shall be effective as of the date first above written and shall remain in effect (a) for the full useful life of any and all Regional Wastewater Facilities, or (b) until such time as no Bonds remain outstanding, whichever is later. The expiration or sooner termination of the JPA Agreement shall not cause this Agreement to expire or terminate.

4. **Responsibilities of the City of Roseville.**

a. The City shall be responsible for the planning, permitting (including all necessary environmental compliance), design, acquisition, and construction of Regional Wastewater Facilities on behalf of the Participants. The City shall be entitled to be reimbursed from Bond proceeds, monies in the Rate Stabilization Fund, and any other available funds of the Authority, for Capital Costs incurred by the City; provided, however, that nothing in this Agreement shall be construed as a legal commitment by the Authority to reimburse or fund Capital Costs for any project unless and until the Authority has determined that all necessary environmental reviews therefor have been completed. This Agreement is not intended to, and shall not, predetermine the outcome of any such necessary environmental reviews.

b. The City shall operate and maintain the Regional Wastewater Facilities for the mutual benefit of the City, District, and County, so long as the District and County pay to the City their proportionate shares of the amounts required to be paid under this Agreement and the Operations Agreement. The City shall be entitled to be reimbursed by the District and the County for their proportionate share of Regional Operation and Maintenance Costs (as determined pursuant to the terms of the Operations Agreement). Following the termination of the Joint Powers Agreement, (1) all amounts to be paid to the Authority hereunder shall be paid to the City, and (2) all determinations to be made, and other actions to be taken, by the Authority hereunder, shall be made and taken by the City in a manner consistent with City's duty to operate and maintain the Regional Wastewater Facilities for the mutual benefit of all of the Participants.

5. **Capacity Usage.** Each Participant may use wastewater treatment plant capacity up to the maximum percentage of allocated treatment capacity set forth in the attached table:

WWTP Treatment Capacity Allocation Average Dry Weather Flow Million Gallons per Day				
	Treatment Capacity Usage June 2010	Remaining Treatment Plant Capacity	Allocated Treatment Capacity*	Percentage of Total Treatment Capacity
City	9.94	2.72	12.66	60.29%
District	4.34	1.07	5.41	25.76%
County	2.06	0.87	2.93	13.95%
Total	16.34	4.66	21.00	100.00%

* The allocated treatment capacity expressed in millions of gallons per day is based on the combined rated treatment capacity of the Pleasant Grove Plant and Dry Creek Plant as of the date of this Agreement (21.00 MGD). If a rerating is proposed for either wastewater treatment plant, the parties will meet and confer concerning the proposed rerating. If the rated treatment capacity changes for either wastewater treatment plant, the Participants will meet and confer concerning the appropriate wastewater treatment capacity allocation for each Participant. If both wastewater treatment plants are re-rated proportionately, the allocated treatment capacity expressed in millions of gallons per day automatically will be adjusted proportionately to the percentage of total treatment capacity allocated to each Participant above.

The Participants acknowledge and agree that the as-built ultraviolet disinfection capacity for the Regional Wastewater Facilities exceeds the total wastewater treatment capacity as of the date of this Agreement. The Participants further acknowledge and agree that, by payment of their Proportionate Shares under this Agreement, they will have paid for the ultraviolet disinfection capacity as shown in the table below and that such payment shall be taken into account when determining the Proportionate Shares for any future expansion of the Regional Wastewater Facilities.

Ultra Violet Disinfection Capacity Pleasant Grove and Dry Creek WWTPs					
	Pre 2000 (mgd)	2000 to 2010 (mgd)	Through Plant Utilization (mgd)	Remaining UV Capacity (mgd)	Total UV Capacity (mgd)
City	4.72	5.22	2.75	3.76	16.45
District	2.57	1.77	0.60	3.41	8.35
County	1.14	0.92	1.08	5.05	8.19
Total	8.43	7.91	4.43	12.22	32.99

- a. No Participant may exceed its maximum treatment capacity allocation absent a prior written agreement among the affected Participants reallocating both their existing maximum allocated capacity and Proportionate Shares, pursuant to

Section 12.

- b. Notwithstanding the foregoing, if (i) the capacity usage of any Participant (the "Requesting Participant") reaches 95% of such Participant's allocated capacity, and (ii) one or more other Participants are using less than 80% of their respective allocated capacities, and (iii) negotiations between the Requesting Participant and the other Participant(s) have failed to reach agreement after a reasonable time, the Requesting Participant may give a written request to the Authority to reallocate capacity as follows:
- (1) The Authority shall first take capacity from the Participant using the smallest portion of its allocated capacity.
 - (2) The Authority shall transfer capacity to the Requesting Participant in the lesser of the following two amounts: (i) the amount requested by the Requesting Participant, or (ii) an amount that would cause the other Participant(s) to have remaining an equal percentage of its allocated capacity as the Requesting Participant.
 - (3) The affected Participants' Proportionate Shares will be reallocated pursuant to the provisions of Section 12.
- c. No capacity reallocation pursuant to the provisions of this Section 5, or associated Proportionate Share reallocation pursuant to the provisions of Section 12, shall require an amendment to this Agreement. If two affected Participants reach agreement pursuant to Section 5.a, said Participants shall give written notice of the reallocation to the Authority and the other Participant. If the Authority reallocates capacity and Proportionate Shares pursuant to Section 5.b, the Authority shall give written notice of the reallocation to all Participants.

6. **Issuance of Bonds by the Authority; Bond Provisions.** The Authority shall be responsible for issuing Bonds. The Authority shall use Bond proceeds and Regional Connection Fees on deposit in the Rate Stabilization Fund, and any other available funds of the Authority, to pay Capital Costs. Each Participant agrees to take all necessary and required actions to enable the Authority to obtain all necessary authorizations and rights, and to do all things necessary and convenient, in connection with issuing Bonds and delegating the responsibility for planning, permitting, environmental compliance, designing, acquiring, constructing, operating, and maintaining the Regional Wastewater Facilities to the City and, to that end, shall enter into such supplemental agreements as may be reasonably necessary to provide adequate security for the owners of Bonds and to effectuate the purposes of this Agreement.

The Participants, in order to provide adequate security for the payment of Bonds, each severally covenant, as to each such Participant, but not as to the other Participants, as set forth in Sections 7, 8, 9, 10, 11, 12, and 13.

7. Pledge and Application of Participant Net Revenues.

a. Pledge. Each Participant hereby irrevocably pledges, charges and assigns to the Trustee, to assure the punctual payment of its Proportionate Share of Debt Service, all of its Participant Net Revenues and, except as otherwise may be permitted under the applicable Bond Documents, the Participant Net Revenues shall not be used for any other purpose so long as any of its Proportionate Share of Debt Service remains unpaid. Such pledge, charge and assignment shall constitute a senior lien on the Participant Net Revenues for the payment of the Proportionate Share of Debt Service in accordance with the terms hereof. To the extent a Participant's Proportionate Share of Debt Service is not paid in full from the Aggregate Rate Stabilization Fund Draw prior to any Interest Payment Date, such Participant shall, on or before such Interest Payment Date, make a payment directly to the Trustee for deposit to the Debt Service Fund from its Participant Net Revenues to make up such deficiency.

b. Deposit of Participant Gross Revenues Into Enterprise Funds; Transfers to Make Payments.

(1) Each Participant shall deposit its Participant Gross Revenues immediately upon receipt, in its Enterprise Fund. Each Participant shall pay out of Participant Gross Revenues the Participant Operation and Maintenance Costs.

(2) Each Participant covenants and agrees that all Participant Net Revenues shall be held by such Participant in such Participant's Enterprise Fund in trust for the benefit of the Trustee and the owners of Bonds. In addition to the payment of such Participant's Proportionate Share of Debt Service to the extent provided for in Subsection 7.a, if the balance of the Reserve Account falls below the Reserve Requirement by reason of the loss of value of investments then on hand in the Reserve Account, Participant Net Revenues shall be applied to pay the amount of such Participant's Proportionate Share of such deficiency in the Reserve Account, the notice of which deficiency shall have been given by the Trustee to the Authority pursuant to the Indenture or any Parity Bonds Instrument. Upon receipt of any such notice, the Authority shall forward copies of such notice to the Participants.

c. Other Uses of Participant Net Revenues Permitted. The Participants shall manage, conserve, and apply the Participant Net Revenues on deposit in their respective Enterprise Funds in such a manner that all deposits required to be made pursuant to the preceding Subsection 7.b shall be made at the times and in the amounts so required. Subject to the foregoing sentence, each Participant may use and apply monies in its Enterprise Fund for any other lawful purposes, so long as no Event of Default shall have occurred and be continuing with respect to that Participant's obligations hereunder.

d. Budget and Appropriation of Proportionate Share of Debt Service. During the term of this Agreement, for each current Fiscal Year, each Participant shall adopt all necessary budgets and make all necessary appropriations of Rate Covenant Debt Service, from Participant

Net Revenues, and shall furnish to the Trustee a certificate stating that the amount of Rate Covenant Debt Service to be paid from Participant Net Revenues has been included in the final budget of such Participant for such current Fiscal Year. Such certificate for any Fiscal Year shall be filed with the Trustee not later than September 1 in such Fiscal Year. If any Rate Covenant Debt Service payment requires the adoption by a Participant of any supplemental budget or appropriation, such Participant shall promptly adopt the same. The covenants on the part of each Participant contained in this Subsection 7.d shall be deemed to be, and shall be construed to be, duties imposed by law and it shall be the duty of each and every public official of each Participant to take such actions and do such things as are required by law in the performance of the official duty of such officials to enable such Participant to carry out and perform the covenants and agreements in this Subsection 7.d.

e. Payment of Ongoing Costs Associated With the Bonds. If the following items are not paid by the Authority, each Participant agrees that it will pay, from Participant Net Revenues, its Proportionate Share of ongoing costs associated with the Bonds, including but not limited to: fees and expenses of the Trustee, fees of the Remarketing Agent, and fees and expenses due to the Provider under the Standby Bond Purchase Agreement and Payment Agreement (as those terms are defined in the Indenture).

8. Rate Covenant.

a. Each Participant shall fix, prescribe, revise, and collect User Charges during each Fiscal Year, which are at least sufficient, after making allowances for contingencies and error in the estimates, to yield Participant Gross Revenues sufficient to pay the following amounts in the following order of priority:

(1) All Participant Operation and Maintenance Costs estimated by such Participant to become due and payable in such Fiscal Year;

(2) The Participant's Rate Covenant Debt Service and the amount due from the Participant on any Participant Parity Obligations as they become due and payable during such Fiscal Year, without preference or priority, except to the extent such Rate Covenant Debt Service or such interest on Participant Parity Obligations are payable from proceeds of Bonds or Participant Parity Obligations deposited for such purpose;

(3) All amounts, if any, required to be contributed by such Participant to restore the balance in the Reserve Account to the full amount of the Reserve Requirement pursuant to Subsection 7.b(2); and

(4) All payments required to meet any other obligations of such Participant which are charges, liens, encumbrances upon, or which are otherwise payable from, the Participant Net Revenues during such Fiscal Year.

b. In addition, each Participant shall fix, prescribe, revise, and collect User Charges

during each Fiscal Year which are sufficient to yield Participant Net Revenues at least equal to one hundred ten percent (110%) of Rate Covenant Debt Service.

9. Rate Stabilization Fund.

a. The Rate Stabilization Fund shall be established and maintained by the Authority, or by the City of Roseville on behalf of the Authority. The Rate Stabilization Fund shall be held as one fund, with three separate accounts therein (one for each Participant), all of which, collectively, shall constitute the Rate Stabilization Fund.

b. (1) Intentionally Omitted.

(2) Each Participant shall pay all Regional Connection Fees to the Authority for deposit into the Rate Stabilization Fund, and, except as otherwise expressly set forth in this Agreement, such deposits shall be credited to the account of the Participant making the deposit. If any Participant desires to increase the balance of its account in the Rate Stabilization Fund for any reason, such Participant may, in its sole and absolute discretion, also deposit other available monies into the Rate Stabilization Fund.

(3) Intentionally Omitted.

(4) Interest on monies in the Rate Stabilization Fund for any period shall be allocated to the Participants' accounts in the Rate Stabilization Fund based on their respective average balances during such period.

c. (1) The Rate Stabilization Fund shall be used to pay:

(A) Debt Service;

(B) Bond Redemptions;

(C) Capital Costs;

(D) Reimbursement to a Participant of funds, other than Regional Connection Fees, deposited by such Participant into the Debt Service Fund, the Reserve Account, and the Rate Stabilization Fund, except to the extent such reimbursement would cause the balance of such Participant's account within the Rate Stabilization Fund to fall below its Sub-Minimum Level;

(E) Administrative and other expenses incurred by the Authority, provided, however, that if expenditures from the Rate Stabilization Fund are restricted for any reason, such Authority expenses may be charged to the Participants as Regional Operation and Maintenance Costs under the Operations Agreement; and

(F) Any other legal expenditures.

(2) (A) Amounts withdrawn from the Rate Stabilization Fund to pay for Debt Service, Bond Redemptions, and other Capital Costs for Bond-financed projects, shall be charged to the Participants' accounts within the Rate Stabilization Fund according to their respective Proportionate Shares, unless the Participants otherwise agree in writing.

(B) Amounts withdrawn from the Rate Stabilization Fund as reimbursement to a Participant of funds other than Regional Connection Fees, deposited by such Participant into the Debt Service Fund, the Reserve Account, or the Rate Stabilization Fund, shall be charged to that Participant's account within the Rate Stabilization Fund.

(C) Amounts withdrawn from the Rate Stabilization Fund to pay for Capital Costs (except for Capital Costs included in Subsection (A), above), administrative and other expenses incurred by the Authority, and other legal expenditures, shall be charged to the Participants' accounts within the Rate Stabilization Fund as reasonably determined by the Authority in accordance with the principle set forth in Subsection 2.b.

d. The Authority shall, through the Regional Connection Fee recommendation process set forth in Subsection 10.c, attempt to maintain the Rate Stabilization Fund balance at or above the Minimum Level.

e. Draws on the Rate Stabilization Fund shall not cause the funds therein to fall below the Minimum Level, except as expressly hereinafter provided.

f. (1) So long as a draw on the Rate Stabilization Fund would not cause the balance therein to fall below the Minimum Level, the Rate Stabilization Fund shall be fully available to pay Debt Service and any other legal expenditures, regardless of the amount of funds contained in a particular Participant's account within the Rate Stabilization Fund.

(2) If a draw on the Rate Stabilization Fund would have the effect of causing the Rate Stabilization Fund balance to fall below the Minimum Level, and a draw on a Participant's account within the Rate Stabilization Fund would have the effect of causing the balance in such Participant's account within the Rate Stabilization Fund to fall below such Participant's Sub-Minimum Level, such draw on a Participant's account within the Rate Stabilization Fund shall be limited, in each Fiscal Year, to an amount equal to the sum of: (A) one-third of the lesser of (I) such Participant's Sub-Minimum Level, and (II) the amount then on hand in such Participant's account within the Rate Stabilization Fund; plus (B) the amount then on hand in such Participant's account within the Rate Stabilization Fund in excess of such Participant's Sub-Minimum Level.

(3) If a Participant's (the "Underfunded Participant's") account within the Rate Stabilization Fund is unable to pay all of its Proportionate Share of Debt Service, and the then-current draw on the Rate Stabilization Fund would not have the effect of causing the Rate

Stabilization Fund balance to fall below the Minimum Level, the other Participants' (the "Paying Participants'") accounts within the Rate Stabilization Fund shall pay the unpaid portion of the Underfunded Participant's Proportionate Share of Debt Service. Such unpaid portion of the Underfunded Participant's Proportionate Share of Debt Service shall be paid out of the Paying Participants' accounts within the Rate Stabilization Fund as follows:

(A) If there is only one (1) Underfunded Participant, the Paying Participants' accounts within the Rate Stabilization Fund shall cover the unpaid portion of the Underfunded Participant's Proportionate Share of Debt Service in proportion to the Paying Participants' relative Proportionate Shares.

(B) If there are two (2) Underfunded Participants, the remaining Paying Participant's account within the Rate Stabilization Fund shall cover the unpaid portion of both Underfunded Participants' Proportionate Shares of Debt Service.

(4) (A) The parties hereto intend that no Paying Participant should be required to raise its User Charges, or take any other action under Section 8, by reason of the payment of all, or a portion of, an Underfunded Participant's (or Participants') Proportionate Share(s) of Debt Service out of the Paying Participant's account within the Rate Stabilization Fund. Within thirty (30) days after receipt of a written request from the Authority or any Paying Participant, the Authority and the Participants shall meet and agree upon a repayment schedule for the Underfunded Participant(s) that will ensure that the parties' intent, as expressed in the foregoing sentence, is given effect; provided that, in any event, Regional Connection Fees deposited in the Rate Stabilization Fund by an Underfunded Participant shall automatically be credited to the account(s) of the Paying Participant(s), up to the amount advanced by the Paying Participant(s), plus interest at the rate set forth below. If the parties are unable to agree on an appropriate repayment schedule, the matter may be referred to arbitration pursuant to Section 17. No Underfunded Participant shall be required to use funds other than Participant Net Revenues and Regional Connection Fees to make such payments to the Paying Participant's (or Participants') accounts within the Rate Stabilization Fund; provided, however, an Underfunded Participant may be required to use other funds available to such Underfunded Participant to repay any Regional Connection Fees deferred pursuant to Subsection 10.d(2). Payments by an Underfunded Participant pursuant to this Subsection 9.f(4) shall be subordinate to such Underfunded Participant's obligation to pay its Proportionate Share of Debt Service, as set forth in this Agreement.

(B) Except as provided in the following sentences, the interest rate applicable to amounts owed by an Underfunded Participant shall be equal to the interest earned by funds on hand in the Rate Stabilization Fund during the applicable period. Following a reallocation of the Participants' Proportionate Shares pursuant to the provisions of Section 12, any Underfunded Participant may submit a written request for interest rate modification to the Authority and the other Participants. Within thirty (30) days after receipt of such written request, the Authority and the Participants shall meet and agree upon an interest rate that is equitable, and that gives effect to the principle set forth in Section 2.b, in view of the then-current wastewater

capacity usage projections of the Participants. If the parties are unable to agree on an equitable interest rate, the matter may be referred to arbitration pursuant to Section 17.

g. For purposes of determining the sufficiency of amounts held in each Participant's account within the Rate Stabilization Fund, such Participant shall receive a credit for amounts held by the Trustee and attributable to such Participant to pay its Proportionate Share of Debt Service.

h. Within one hundred twenty (120) days after the end of each Fiscal Year, the Authority, or the City of Roseville on behalf of the Authority, shall contract for an independent audit of deposits to, and expenditures from, the Rate Stabilization Fund. The audit shall identify the amounts deposited by each Participant and the expenditures attributable to each Participant's account, and determine the balance of each Participant's account within the Rate Stabilization Fund. The annual audit shall be distributed to all Participants.

10. Regional Connection Fees.

a. It is the intent of the Participants that the Regional Connection Fees shall be sufficient (1) to pay all Debt Service, (2) to keep the Rate Stabilization Fund at or above the Minimum Level, (3) to provide monies for additional expansions or modifications of, or improvements to, Regional Wastewater Facilities, and (4) to meet state and federal regulatory requirements. Representatives of the parties shall meet annually in the month of May to confer on the following matters: (i) the sufficiency of the Regional Connection Fees to meet the foregoing objectives; (ii) new capital projects, if any; and (iii) the need for, and timing of, expansions to the wastewater treatment plants or other Regional Wastewater Facilities.

b. (1) Pursuant to the provisions of Subsection 9.c, those amounts in the Rate Stabilization Fund which exceed the amount necessary, in any Computation Period, to keep the Rate Stabilization Fund at or above the Minimum Level following an Aggregate Rate Stabilization Fund Draw, may also be used by the Authority to fund other expansions or modifications of, or improvements to, Regional Wastewater Facilities, subject to the prior written approval of the Authority.

(2) Notwithstanding the foregoing, and subject to the availability of funds from the Authority, when the average daily inflows to the Dry Creek Plant or Pleasant Grove Plant reach seventy-five percent (75%) of actual total capacity of either plant, respectively, the City shall begin the planning, permitting and design of the next expansion of the Pleasant Grove Plant or Dry Creek Plant, or the construction of new Regional Wastewater Facilities, as appropriate. Subject to the provisions of Section 9.f, the payment of the cost of such planning, permitting and design shall be made from the Regional Connection Fees on deposit in the Rate Stabilization Fund, or any other available funds of the Authority.

(3) Within a reasonable time after City begins the process of planning, permitting, and design, pursuant to Subsection 10.b(2), the Participants shall meet and confer

regarding their respective estimated capacity usage with respect to both Phase I Capacity and the wastewater treatment capacity to be provided by the future expansion of Regional Wastewater Facilities.

c. If amounts deposited into the Rate Stabilization Fund are insufficient to keep the balance thereof at or above the Minimum Level, and, in any event, not less than once every five (5) years, the Authority shall reevaluate the Regional Connection Fee and recommend the minimum Regional Connection Fee that the Participants shall charge. In recommending the minimum Regional Connection Fee, the Authority shall consider all appropriate factors, including, without limitation, the future Capital Costs, amount of Debt Service, the funding of the Rate Stabilization Fund, and the anticipated expansions or modifications of, or improvements to, Regional Wastewater Facilities. Each Participant shall either (1) enact and enforce the minimum Regional Connection Fee, and any increases thereto, recommended by the Authority, within one hundred twenty (120) days following receipt of notice thereof from the Authority, or (2) concurrently with the payment of Regional Connection Fees actually collected, pay to the Authority the difference between Regional Connection Fees actually collected and the amount that would have been collected (based on the same number of EDU's) had the Participant enacted and enforced the minimum Regional Connection Fee, and any increases thereto, recommended by the Authority. Nothing in this Agreement shall prohibit a Participant from adopting, for its own use, Local Connection Fees on connections within its individual service area in such amounts as it deems appropriate.

d. (1) In the case of the City and the County, Regional Connection Fees shall be paid upon the issuance of a building permit. In the case of the District, Regional Connection Fees shall be paid upon the issuance of a wastewater system application permit. Regional Connection Fees shall be transmitted by the Participants to the Authority on a monthly basis by the 15th day of each month, along with a summary report of (A) the Regional Connection Fees collected during the preceding month, (B) the dates on which the collected Regional Connection Fees were assessed, (C) the development projects (including number of EDU's) for which the collected Regional Connection Fees were assessed, and (D) any deferred Regional Connection Fees (as provided below), with copies of said report to be given to each of the other Participants.

(2) Each Participant may, in its sole discretion, allow for the deferral of Regional Connection Fees on a case-by-case basis, provided that such deferral does not cause any draw on the Rate Stabilization Fund to reduce the balance of such Participant's account within the Rate Stabilization Fund below such Participant's Sub-Minimum Level. In addition, each Participant may, in its sole discretion, allow for the deferral of Regional Connection Fees applicable to individual residences on a case-by-case basis, regardless of the balance of such Participant's account within the Rate Stabilization Fund. If a Participant allowing deferral of Regional Connection Fees becomes an Underfunded Participant, the Authority, or any Paying Participant, may require repayment of deferred amounts, plus interest, pursuant to the provisions of Subsection 9.f(4). In any event, the Participants shall pay deferred Connection Fees to the Authority, plus interest at the rate earned by funds on hand in the Rate Stabilization Fund during the period of deferral, upon collection thereof.

(3) In addition to the annual audit of Rate Stabilization Fund deposits and expenditures required by Subsection 9.h, the Authority shall retain an independent firm to conduct an audit of each Participant's Regional Connection Fee collection program within every five (5) years during the term of this Agreement. If said audit determines that there is a deficit between Regional Connection Fees that should have been collected and transmitted by any Participant and Regional Connection Fees that were actually collected and transmitted, that Participant shall pay the amount of the deficit to the Authority within a reasonable time as established by the Authority.

11. Participant Parity Obligations Secured by Participant Net Revenues. Each Participant may issue or incur Participant Parity Obligations, subject to the following specific conditions, which are hereby made conditions precedent to the issuance and delivery of such Participant Parity Obligations:

a. The Participant shall be in compliance with all covenants set forth in this Agreement.

b. The Participant's Net Revenues, calculated on sound accounting principles, as shown by the books of the Participant for the latest Fiscal Year, or any more recent twelve (12) month period selected by such Participant ending not more than ninety (90) days prior to the adoption of the documentation pursuant to which such Participant Parity Obligations are issued, as shown by the books of the Participant, plus, at the option of the Participant, any or all of the items hereinafter in this Subsection designated, shall at least equal one hundred ten percent (110%) of the sum of (1) such Participant's Rate Covenant Debt Service, and (2) the maximum annual debt service on the Participant Parity Obligations to be issued, calculated in accordance with the requirements of the resolution, trust indenture, or installment sale agreement, adopted, entered into, or executed and delivered, by the Participant, and under which such Participant Parity Obligations are to be issued. The items which may be added to such Participant's Net Revenues for the purpose of issuing or incurring Participant Parity Obligations hereunder are:

(1) an allowance for earnings arising from such Participant's Net Revenues resulting from any increase in the User Charges which has become effective prior to the incurring of such Participant Parity Obligations but which, during all or any part of such Fiscal Year or such twelve (12) month period, was not in effect, in an amount equal to the amount by which such Participant's Net Revenues would have been increased if such increase in User Charges had been in effect during the whole of such Fiscal Year or such twelve (12) month period, all as shown in the written report of an independent consultant engaged by such Participant; and

(2) an allowance for Participant Net Revenues from any additions or improvements to or extensions of the Participant's System to be financed from the proceeds of such Participant Parity Obligations or from any other source but in any case which, during all or any part of the most recent completed Fiscal Year for which audited financial statements are available or for any more recent twelve (12) month period selected by the Participant were not in

service, all in an amount equal to seventy-five percent (75%) of the estimated additional average annual Participant Net Revenues to be derived from such additions, improvements and extensions for the first thirty-six (36) month period in which each addition, improvement or extension is respectively to be in operation, all as shown by the certificate or opinion of a qualified independent engineer employed by the Participant; and

(3) Local Connection Fees collected by such Participant, in an amount equal to the greater of: (A) Local Connection Fees collected by such Participant during the prior twelve (12) months, or (B) the average annual amount of Local Connection Fees collected by such Participant during the prior thirty-six (36) months.

c. The documentation providing for the issuance of such Participant Parity Obligations shall provide that:

(1) The proceeds of such Participant Parity Obligations shall be applied to the acquisition, construction, improvement, financing or refinancing of additional facilities, improvements or extensions of existing facilities within the Participant's System, or otherwise for facilities, improvements or property which the Participant determines are of benefit to the Participant's System, or for the purpose of refunding any Bonds, or other Parity Obligations, in whole or in part, including all costs (including costs of issuing such Participant Parity Obligations and including capitalized interest on such Participant Parity Obligations during any period which the Participant deems necessary or advisable) relating thereto; and

(2) Principal on such Participant Parity Obligations shall be payable on a date which is the same date principal on Bonds is paid.

12. Determination of Participants' Proportionate Shares.

a. For purposes of this Amended and Restated Funding Agreement, the Participants' Proportionate Shares have been determined by the following factors (as explained more fully in the South Placer Wastewater Capacity Allocation and Cost Responsibility Model Assumptions, attached hereto as **Exhibit A**):

- (i) The Participants' actual usage of the constructed wastewater treatment capacity of 21.0 MGD through 2010 and their projected usage thereafter;
- (ii) The Participants' estimated future usage of the excess constructed UV disinfection capacity; and
- (iii) The City's assumption of all responsibility for the reclaimed/recycled water infrastructure.

Accordingly, as of the date of this Agreement, each Participant's Proportionate Share shall be as follows:

<u>Participant</u>	<u>Proportionate Share</u>
City:	61.66%
County:	15.91%
District:	22.43%
TOTAL:	100%

The foregoing Proportionate Shares are not identical to the maximum allocated treatment capacity percentages in Section 5 due to the Participants' estimated future usage of the UV disinfection capacity, which exceeds the current treatment capacity of 21.0 MGD. The foregoing Proportionate Shares shall be applicable while the 2011 Bonds are outstanding, unless and until reallocated in accordance with the provisions of this Section 12.

b. The foregoing Proportionate Shares shall constitute the Participants' Proportionate Shares until (i) two or more Participants agree to reallocate the existing wastewater treatment capacity pursuant to Section 5.a, or (ii) the Authority reallocates existing wastewater treatment capacity pursuant to Section 5.b, or (iii) future wastewater treatment capacity is allocated by agreement for any expansions of Regional Wastewater Facilities. Reallocation of the Participants' Proportionate Shares in connection with capacity reallocations pursuant to clauses (i) and (iii), above, shall be by agreement between the affected Participants. Reallocation of the Participants' Proportionate Shares in connection with an Authority-determined capacity reallocation pursuant to clause (ii), above, shall be by agreement among the Authority and the affected Participants; provided, if the Authority and Participants are unable to agree on an equitable reallocation of the Proportionate Shares, the matter may be referred to arbitration pursuant to Section 17. In that event, the arbitrator shall determine an equitable reallocation of Proportionate Shares in accordance with the principles of Section 2.b, amounts paid by the Participants (including carrying costs) and, insofar as applicable, the factors set forth in Section 12.a.

c. No reallocation of Proportionate Shares pursuant to the provisions of this Section 12, in connection with a capacity reallocation pursuant to the provisions of Section 5, shall require an amendment to this Agreement, provided that the Authority and Participants, as applicable, shall comply with the notice provisions of Section 5.c.

d. Intentionally Omitted.

e. The Proportionate Shares of 2011 Bond Debt Service determined pursuant to this Section 12 shall apply to the 2011 Bonds, but not to Parity Bonds, or other obligations issued by the Authority which are subordinate to the 2011 Bonds. When this Agreement refers to the "Proportionate Shares" of the Participants with respect to their respective responsibilities for the payment of Debt Service on Parity Bonds, the term shall mean the allocation agreed to by all of

the Participants at the time Parity Bonds are issued, which allocation shall be in accordance with the principles of Section 2.b.

13. Covenants of the Participants.

a. Punctual Payment; Compliance With Bond Documents. Each Participant shall punctually pay or cause to be paid the interest and principal to become due with respect to its Proportionate Share of Debt Service in strict conformity with the terms of all Bonds, and of this Funding Agreement, and shall faithfully observe and perform all of the conditions, covenants and requirements herein contained.

b. Against Encumbrances. No Participant shall mortgage or otherwise encumber, pledge or place any charge upon its Participant System or any part thereof, or upon any of its Participant Net Revenues, which would have the effect of impairing its obligation to make payments hereunder.

c. Discharge of Claims. Each Participant covenants that in order to fully preserve and protect the priority and security of all Bonds, such Participant shall pay and discharge all lawful claims for labor, materials and supplies furnished for or in connection with its Participant System which, if unpaid, may become a lien or charge upon its Participant Net Revenues prior or superior to the lien of any and all Bonds or impair the security of any and all Bonds. Each Participant shall also promptly pay all taxes and assessments or other governmental charges lawfully levied or assessed upon or in respect of its Participant System or upon any part thereof or upon any of its Participant Net Revenues.

d. Acquisition, Construction or Financing of Improvements to the Participant's System. Each Participant shall construct, or finance improvements to its Participant System which are necessary for the continuing operation of its Participant System, and such improvements shall be made in an expeditious manner and in conformity with laws so as to complete the same as soon as possible.

e. Operation and Maintenance of Participant's System in Efficient and Economical Manner. Each Participant covenants and agrees to maintain and operate its Participant System in an efficient and economical manner and to operate, maintain and preserve the Participant System in good repair and working order.

f. Against Sale, Eminent Domain.

(1) No Participant shall sell, lease, or otherwise dispose of, its Participant System or any part thereof essential to the proper operation of its Participant System or to the maintenance of its Participant Net Revenues, except as expressly permitted herein. No Participant shall enter into any lease or agreement which impairs the operation of its Participant System or any part thereof necessary to secure adequate Participant Net Revenues for the payment of the interest on and principal or redemption price, if any, on any and all Bonds, or which would

otherwise impair the rights of the holders of any and all Bonds with respect to its Participant Net Revenues or the operation of its Participant System. Any real or personal property which has become non-operative or which is not needed for the efficient and proper operation of its Participant System, or any material or equipment which has worn out, may be sold without the consent of the holders of the Bonds if such sale will not reduce Participant Net Revenues.

(2) If all or any part of a Participant's System shall be taken by eminent domain proceedings, the net proceeds realized by the Participant therefrom shall be deposited by the Participant with the Trustee in a special fund in trust and applied by the Participant as the Participant deems prudent, if (A) the Participant first secures and files with the Trustee a certificate showing (I) the estimated loss in annual Participant Net Revenues, if any, suffered, or to be suffered, by the Participant by reason of such eminent domain proceedings, (II) a general description of the Participant's proposed use of such net proceeds, and (III) an estimate of the additional Participant Net Revenues, if any, to be derived from such use of net proceeds; and (B) the Trustee, on the basis of such certificate, determines that the ability of the Participant to meet its obligations hereunder will not be substantially impaired, which determination shall be final and conclusive. If the foregoing conditions are met, the Participant shall then promptly proceed with the proposed use of such net proceeds substantially in accordance with such certificate and payments therefor shall be made by the Trustee from such net proceeds and from other monies of the Participant lawfully available therefor, and any balance of such net proceeds not required by the Participant for the purposes aforesaid shall be transferred to the Participant.

g. Insurance. Each Participant covenants that it shall at all times maintain such insurance on its Participant System as is customarily maintained with respect to works and properties of like character against accident to, loss of or damage to such works or properties. No Participant shall be required to maintain earthquake insurance. If any useful part of the Participant System shall be damaged or destroyed, such part shall be restored to use. The net proceeds of insurance against accident to or destruction of the Participant System shall be used for repairing or rebuilding the damaged or destroyed portions of the Participant System (to the extent that such repair or rebuilding is determined by the Participant to be useful or of continuing value to the Participant's System) and to the extent not so applied, shall be applied as the Participant determines.

Any such insurance shall be in the form of policies or contracts for insurance with insurers of good standing and shall be payable to the Participant, or may be in the form of self-insurance by the Participant. The Participant shall establish such fund or funds or reserves as are necessary to provide for its share of any such self-insurance. The Participant shall file or cause to be filed with the Trustee, annually within one hundred twenty (120) days after the close of each Fiscal Year, a certificate describing such insurance.

h. Records and Accounts. Each Participant shall keep proper books of record and accounts of the finances of its Participant System, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to its Participant System. Said books shall, upon reasonable request, be subject to the inspection of the holders of

Bonds.

Each Participant covenants that it shall cause the books and accounts of its Participant System to be audited annually by an Independent Certified Public Accountant and shall make available for inspection by the owners of Bonds.

Each Participant covenants that it shall cause to be prepared annually, not more than one hundred eighty (180) days after the close of each Fiscal Year, as a part of its regular annual financial report, a summary statement showing the amount of revenues and the amount of all other funds collected which are required to be pledged or otherwise made available as security for payment of principal of and interest on Bonds, the disbursements from the revenues and other funds in reasonable detail, and a general statement of the financial and physical condition of its Participant System. The Participant shall furnish a copy of the statement to the Trustee, and upon written request, to any Bond owner.

i. Protection of Security and Rights of Owners. Each Participant shall preserve and protect the security of all Bonds and the rights of all Bond owners, and shall warrant and defend their rights against all claims and demands of all persons.

j. Against Competitive Facilities. No Participant shall acquire, construct, operate or maintain a utility within the service area of such Participant that would be competitive with its Participant System.

k. Payment of Taxes, Etc. Each Participant shall pay and discharge all taxes, assessments and other governmental charges which may be lawfully imposed upon its Participant System or any part thereof, or upon any Participant Net Revenues, when the same shall become due. Each Participant shall duly observe and conform to all valid requirements of any governmental authority relative to its Participant System or any part thereof, and shall comply with all requirements with respect to any state or federal grants received to assist in paying for the costs of the acquisition, construction or financing of any improvements to its Participant System.

l. Enforcement of Funding Agreement. Each Participant shall enforce its rights under this Agreement to receive its allocation of wastewater treatment capacity so as to ensure availability of wastewater treatment to customers within its jurisdiction.

m. No Priority for Participant Parity Obligations. Each Participant covenants that no additional bonds or other obligations shall be issued or incurred having any priority in payment over any and all Bonds as to revenues pledged to any and all Bonds.

n. Further Assurances. Each Participant shall adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of the Authority under, the applicable Bond Documents.

o. **Continuing Disclosure.** Each Participant shall comply with and carry out all of the provisions of the Continuing Disclosure Undertaking (executed by such Participant in connection with the Authority's issuance of Bonds) regarding its obligation to provide the Authority with information necessary to meet the Authority's continuing disclosure obligations, as set forth in Section 5.19 of the Indenture or any corresponding provisions of Parity Bonds Instruments, if any.

14. Amendments; Expiration of Certain Provisions.

a. This Agreement may be amended only by the unanimous written agreement of the Participants. So long as any Bonds are outstanding and unpaid, or funds are not otherwise set aside for the payment or redemption thereof in accordance with the terms of said Bonds and the documentation relating thereto, this Agreement shall not be amended, modified or otherwise revised, changed or rescinded, unless the Participants have first complied with the procedures required to amend the indenture for said Bonds.

b. Upon redemption or retirement of all Bonds, provisions of this Agreement that are solely for the benefit of owners of Bonds shall be held in abeyance, unless and until additional Bonds, if any, are issued by the Authority.

15. Rights of Participants and Third Parties. The Trustee, and Authority's credit enhancement provider, if any, shall have the right, as third-party beneficiaries of this Agreement, to initiate and maintain legal proceedings to enforce this Agreement to the extent provided for in the applicable Bond Documents. Except as provided in the foregoing sentence, nothing in this Agreement, express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any person other than the parties hereto and their respective permitted successors and assigns. If an Event of Default occurs hereunder, the parties hereto, the Trustee, and Authority's credit enhancement provider, if any, shall have the right to take whatever action it, or they, deem(s) necessary or advisable to ensure that such defaulting party complies with the provisions hereof, including, without limitation, bringing an action in law or in equity. In any action brought by any party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

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

SOUTH PLACER WASTEWATER
AUTHORITY
2005 Hilltop Cir.
Roseville, CA 95747
Attention: Executive Director

With a copy to:
Authority's General Counsel
Miller & Owen
428 J St., Suite 400
Sacramento, CA 95814
Attention: Paul J. Chrisman

CITY OF ROSEVILLE
Environmental Utilities Department
2005 Hilltop Cir.
Roseville, CA 95747
Attention: Environmental Utilities Director

With a copy to:
Roseville City Attorney
311 Vernon St.
Roseville, CA 95678
Attention: City Attorney

Finance Department
311 Vernon St., Room 206
Roseville, CA 95678
Attention: Finance Director

SOUTH PLACER MUNICIPAL UTILITY
DISTRICT
5807 Springview Dr.
Rocklin, CA 95677
Attention: General Manager

With a copy to:
District's General Counsel
Brown & Associates
11140 Fair Oaks Boulevard, Suite 100
Fair Oaks, CA 95628
Attention: Adam Brown

COUNTY OF PLACER
Department of Facilities Services
Special Districts Division
11476 "C" Avenue
Auburn, CA 95603
Attention: Director

With a copy to:
Placer County Counsel
175 Fulweiler Avenue
Auburn, CA 95603
Attention: County Counsel

Notices under this Agreement shall be deemed given and received at the earlier of actual receipt, or the second business day following deposit in the United States mail, as required above. Any party may amend its address for notice by notifying the other parties.

17. Arbitration Regarding Repayment Schedules and Interest Rates.

a. Any disagreement among the Participants concerning the repayment schedule(s), or interest rate(s), to be determined pursuant to Subsection 9.f(4) shall be submitted to arbitration upon the written request of one Participant being given to the other Participants.

b. The Participants may agree on one arbitrator. If they cannot agree on one arbitrator, there shall be three, with each Participant naming one independent arbitrator in writing within thirty (30) days after demand for arbitration is given. Should one or more Participants refuse or neglect to join in the appointment of the arbitrator(s) or to furnish the arbitrator(s) with any papers or information demanded, then (1) if only one Participant has timely designated an arbitrator, the arbitrator shall proceed ex parte to consider the matter, or (2) if two Participants have timely designated arbitrators, the arbitrators shall appoint a third arbitrator and proceed ex

parte to consider the matter.

c. A hearing on the matter to be arbitrated shall take place before the arbitrator(s) in the County of Placer, State of California, at the time and place selected by the arbitrator(s). The arbitrator(s) shall select the time and place promptly and shall give each Participant written notice of the time and place at least ten (10) days before the date selected. At the hearing, any relevant evidence may be presented by any Participant, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the arbitrator(s). The arbitrator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the Participants.

d. If there is only one arbitrator, his or her decision shall be binding and conclusive on the Participants and, if there are three arbitrators, the decision of any two shall be binding and conclusive. The submission of a dispute to the arbitrator(s) and the rendering of a decision, if any, by the arbitrator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the provisions of the California Arbitration Act.

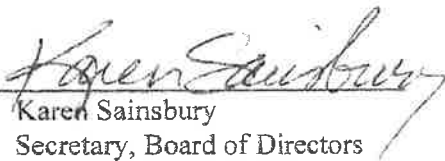
18. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the South Placer Wastewater Authority, the City of Roseville, the South Placer Municipal Utility District and the County of Placer have each caused their duly authorized officers to execute this Agreement effective as of the date first written above.

SOUTH PLACER WASTEWATER AUTHORITY

BY: 
Derrick Whitehead
Executive Director

ATTEST:

BY: 
Karen Sainsbury
Secretary, Board of Directors

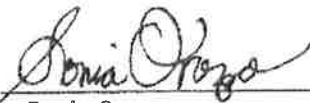
APPROVED AS TO LEGAL FORM:

BY: 
Paul J. Chrisman
Authority's General Counsel

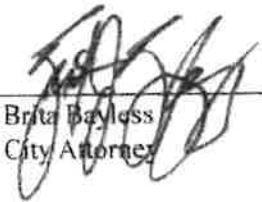
CITY OF ROSEVILLE

BY: 
Ray Kerridge
City Manager

ATTEST:

BY: 
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

BY: 
Brita Bayless
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
Derrick Whitehead
Environmental Utilities Director

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

BY: 
Charley Clark
General Manager

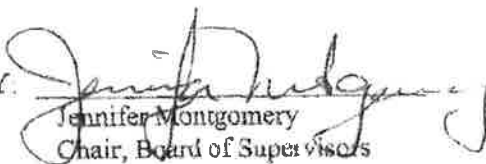
APPROVED AS TO FORM:

BY: 
Adam Brown
District Counsel

ATTEST:

BY: 
Charley Clark
Secretary to the Board of Directors

COUNTY OF PLACER

BY: 
Jennifer Montgomery
Chair, Board of Supervisors

APPROVED AS TO FORM:

BY: 
Anthony J. LaBouff
County Counsel

 Earl W. Carder

ATTEST:

BY: 
Ann Holman
Clerk, Board of Supervisors

EXHIBIT A

South Placer Wastewater Capacity Allocation And Cost Responsibility Model Assumptions

NOTE: This Exhibit is intended for informational purposes only. In the event of any conflict between this Exhibit and the Amended in Restated Funding Agreement relating to the South Placer Regional Wastewater Facilities ("Funding Agreement"), the Funding Agreement shall control.

MODEL SUMMARY

The three agencies (Roseville, SPMUD and Placer County) agreed to a straight-line reallocation model used to formulate restructuring options for partner debt liability. This methodology incorporates changing influent loading rates and flows over time to determine available treatment plant capacities. Each agency established growth projections through 2050, which are used to estimate future treatment plant capacity needs for each agency.

The following tables work through the agreement that was reached utilizing the SPWA Reallocation Model last updated 6-18-2012. Table 1 summarizes the original debt liability agreement with the associated allocated capacity. It should be noted that under the original agreement, all capacity is available on a first come first serve basis.

Associated Capacity Related to Original Debt Liability				
Table 1				
Original Liability Percentage	Agency	2000 (mgd)*	Available Capacity (mgd)	Allocated Capacity (mgd)**
54.17%	Roseville	4.72	6.81	11.53
25.00%	SPMUD	2.57	3.14	5.71
20.83%	Placer County	1.14	2.62	3.76
		8.43	12.57	21.00

*Adjusted capacity based on influent loading rates

** Adjusted treatment capacity because of higher influent loading rates.

Reallocation of capacity was reached through evaluating agency use of existing wastewater treatment plant (WWTP) capacity combined with projected needs through full utilization of the facilities (Dry Creek and Pleasant Grove WWTPs). This assessment estimated full plant utilization, by partner, for both treatment plants.

Table 2 summarizes treatment plant usage as of June 2010 as well as remaining allocated capacity by agency and by treatment plant.

Treatment Plant Usage in 2010 Table 2					
Agency	Dry Creek WWTP (mgd)	Pleasant Grove WWTP (mgd)	2010 Total Usage (mgd)	Total Allocated Capacity (mgd)	Remaining Agency Capacity (mgd)
Roseville	4.81	5.13	9.94	11.53	1.59
SPMUD	2.38	1.96	4.34	5.71	1.37
Placer County	1.92	0.14	2.06	3.76	1.7
2010 Total	9.11	7.23	16.34	21.00	4.66
Available Capacity	11.5	9.5	21.00		
Remaining WWTP Capacity	2.39	2.27	4.66		

Table 1 summarizes original treatment plant allocations based on the 2000 Funding Agreement liability percentages. Table 2 outlines how capacity was used through 2010 and summarizes remaining treatment capacity at both treatment plants with distributions of the remaining capacity by partner. Table 3 presents how allocated capacity has been redistributed amongst the partners to meet future needs and make the deal work. *Note that South Placer Municipal Utility District is projecting to use less than their reallocated capacity. The District offered to take on a higher debt liability than what their projected needs dictated.*

Table 3 presents how allocated capacity has been redistributed amongst the partners to meet future needs and make the deal work. *Note that South Placer Municipal Utility District is projecting to use less than their reallocated capacity. The District offered to take on a higher debt liability than what their projected needs dictated.*

Summary of Treatment Plant Capacity Reallocation Between Partners Table 3					
Agency	Projected Need (mgd)	Allocated Capacity (mgd)*	Shifted Capacity (mgd)	Reallocated Capacity (mgd)	%
Roseville	12.69	11.52	1.14	12.66	60.29%
SPMUD	4.96	5.72	-0.31	5.41	25.76%
Placer County	3.31	3.76	-0.83	2.93	13.95%
	20.96	21		21.00	

Under the Reallocation Agreement, original treatment capacity (calculated from the debt liability percentages) was redistributed to the City from both the District and the County. Shifted or reallocated capacity is summarized in Table 3. Reallocated capacity percentages are based solely on available treatment plant capacity. These percentages differ from the debt liability percentages in Table 10, because debt liability takes into account remaining UV Disinfection capacity beyond available treatment plant capacity and the singular responsibility for Recycled Water being transferred to the City of Roseville.

Tables 1 through 4 summarize plant utilization through June 2010 and how the remaining treatment capacity at each plant is now and will be assigned to each agency through the reallocation agreement.

Used and Remaining Capacity at Each WWTP – 2010 Table 4							
Agency	Dry Creek WWTP			Pleasant Grove WWTP			Overall Total
	Existing	New	Total	Existing	New	Total	
Roseville	4.81	0.91	5.72	5.13	1.81	6.94	12.66
SPMUD	2.38	0.74	3.00	1.96	0.45	2.41	5.41
Placer County	1.92	0.74	2.78	0.14	0.01	0.15	2.93
			11.50			9.50	21.00

If the characterization of available treatment capacity changes due to changes in flow; changes in influent concentrations (loading rates) or for some other reason; the percentages in Table 5 are to be used to reassign the rated treatment plant capacity.

Agency Treatment Plant Capacity Allocation At Each WWTP Table 5						
Agency	DC WWTP (mgd)	%	PG WWTP (mgd)	%	Total (mgd)	Overall %
Roseville	5.72	49.74%	6.94	73.05%	12.66	60.29%
SPMUD	3.00	26.09%	2.41	25.37%	5.41	25.76%
Placer County	2.78	24.17%	0.15	1.58%	2.93	13.95%
	11.50		9.50		21.00	

To fully understand the methodology used in the “reallocation model”, the capital plan associated with the last expansion is overlaid on available capacity (12.57 mgd). Tables 6 through 9 outline the procedure:

- Identify Unit Costs and overlay capital plan on available capacity;

- Calculate UV disinfection cost for existing (8.43 mgd), available (12.57 mgd), and remaining (12 mgd) disinfection capacity.
- Calculate the available treatment capacity (12.57 mgd) cost. This cost included the associated transmission facilities needed to redirect flow from the Dry Creek Plant to the Pleasant Grove Plant;
- Summarize costs by agency for UV, Treatment, and Recycled Water and determine agency percentage of cost.

The percentage of cost is Agency's new debt liability. Table 6 identifies the unit costs for major elements of the capital plan (treatment, transmission, UV disinfection, and recycled water). The overall capital plan totaled \$258.72 million.

Unit Cost Capital Plan Summary Table 6								
					Total Capital Plan Cost Summary			
					Existing UV Only	Treatmnt, UV and RW	Remain UV Only	
	Unit \$/ gpd	Ext Mgd	Available Capacity mgd	UV Remain mgd	Exist Million \$	New Million \$	Million \$	Total Million \$
Treatment Cost	13.12	8.43	12.57	0	0	164.92	0	164.92
UV Cost	1.94	8.43	12.57	12	16.36	24.39	23.28	64.03
Transmission Cost	1.33		9.47	0	0	16.67	0	16.67
Recycled Water	0				0	13.1*	0	13.1
Total:		8.43	12.57	12	16.36	219.08	23.28	258.72

* Lump sum amount for recycled water capital projects.

Tables 7 and 8 calculate the cost of ultraviolet disinfection for existing capacity in 2000; for available capacity after the Pleasant Grove wastewater treatment plant; and, for excess UV disinfection capacity beyond that of the constructed treatment plant capacity (33 mgd UV versus 21 mgd of treatment plant capacity).

Table 8 calculates the cost of wastewater treatment plant capacity and the ancillary transmission facilities that were necessary to bring on the second plant.

UV Disinfection Allocation - Three Stages 1) Through 2000; 2) 2000 through Plant Build Out; 3) Remaining Capacity Table 7							
Agency	UV Disinfection up to 2000 (1)		UV Disinfection from 2000 through Plant Capacity Build Out (2)		Remaining UV Disinfection Capacity (3)		Total
	UV		UV		UV		
	mgd	1.94*	mgd	1.94*	mgd	1.94*	million \$
		million \$		million \$		million \$	
Roseville	4.72	9.16	7.94	15.40	3.69	7.16	31.72
SPMUD	2.57	4.99	2.84	5.51	3.35	6.50	16.99
Placer County	1.14	2.21	1.79	3.47	4.96	9.62	15.31
	8.43	16.36	12.57	24.39	12.00	23.28	64.02

* UV cost in million \$ per mgd

Constructed Treatment Plant Capacity Excluding UV Disinfection Table 8					
Agency	Total Capacity Available When PGWWTP Came on Line - 2005 DCWWTP mgd	Treatment			
		\$14.45 million / mgd			
		PGWWTP mgd	Avail Cap mgd	million \$	
Roseville	1.00	6.94	7.94	114.73	
SPMUD	0.43	2.41	2.84	41.04	
Placer County	1.64	0.15	1.79	25.87	
	3.07	9.50	12.57	181.64	

Table 9 is a compilation of costs calculated in Tables 6, 7 and 8 for each agency. Once the total cost allocation is known, the percent debt liability can be calculated.

Agency Reallocation of Debt Liability Percentage Based on Total Dollars Table 9					
	UV million \$	Treatment million \$	Other million \$	Total million \$	Debt Liability %
Agency	\$	\$	\$	\$	%
Roseville	31.72	114.73	13.1	159.55	61.66%
SPMUD	16.99	41.04		58.03	22.43%
Placer County	15.31	25.87		41.17	15.91%
	64.02	181.64	13.1	258.76	

Other Deal Points

- Roseville will own and operate the recycled water system and have the right to all the effluent from both plants and the operating revenue received from the sale of the recycled water. The City and County will develop the appropriate agreements to allow the City to operate the Recycled Water Utility throughout the JPA service area.
- If a partner needs to purchase wastewater treatment capacity from one of the other agencies, it will not be unreasonably withheld, but the cost will be at a premium rate.
- Pursuant to Section 9.(4) of the Funding Agreement, interest accrues on any deficit in a member partner's individual Rate Stabilization Fund sub-account. For purposes of calculating interest owed by the County, only the reallocated rate stabilization fund balance (currently in a deficit condition) will be used to calculate the lost interest earnings.
- The intent of the reallocation of the rate stabilization fund is to ensure by the next plant expansion, estimated at 2022 for the Pleasant Grove WWTP or 2030 for the Dry Creek WWTP, all participating agencies will have a fund balance sufficient to ensure that the capitol program (rate stabilization fund) will not carry negative fund balances going forward.

RESOLUTION NO. 12-313

APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS
AGREEMENT FOR THE SOUTH PLACER WASTEWATER AUTHORITY; THE
AMENDED AND RESTATED OPERATION AND USE AGREEMENT; THE AMENDED
AND RESTATED FUNDING AGREEMENT; AND, THE REALLOCATION AND
REPAYMENT AGREEMENT

WHEREAS, the City of Roseville (the "City"), together with the County of Placer (the "County") and the South Placer Municipal Utility District (the "District") (collectively, the "Participants"), have formed a joint powers agency, known as the South Placer Wastewater Authority (the "Authority") for the purpose of jointly financing the Pleasant Grove Wastewater Treatment Plant, improvements to the Dry Creek Wastewater Treatment Plant, and Related Regional Infrastructure; and

WHEREAS, effective October 1, 2000, the Authority and the Participants entered into the Funding Agreement Relating to the South Placer Regional Wastewater Facilities (the "Funding Agreement") and an Agreement regarding the Operation and Use of the South Placer Regional Wastewater Facilities (the "Operations Agreement") to provide for, among other things, (i) capital funding for the Regional Wastewater Facilities, (ii) the Participants' respective responsibilities to pay debt service, (iii) the Participants' respective rights to use the Regional Wastewater Facilities, and (iv) the operation and maintenance of the Regional Wastewater facilities; and

WHEREAS, the Authority and the Participants desire to amend the Funding Agreement and Operations Agreement, and to enter into the Reallocation and Repayment Agreement in order to provide for, among other things, (i) reallocation of the Participants' Proportionate Shares, (ii) reallocation of wastewater treatment capacity and modification of provisions concerning future capacity usage, (iii) reallocation of amounts in the Participants' subaccounts within the Rate Stabilization Fund created under the Funding Agreement, (iv) future additions to the wastewater treatment service area, (v) transfer of recycled wastewater infrastructure to the City, and (vi) makeup contributions by the County to address the shortfall in its Rate Stabilization Fund subaccount; and

WHEREAS, the Participants also desire to amend the Joint Exercise of Powers Agreement for the South Placer Wastewater Authority for consistency with the Amended and Restated Funding and Operations Agreements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville as follows:

A. The following agreements are hereby approved:

1. The Amended And Restated Joint Exercise Of Powers Agreement For The South Placer Wastewater Authority;
 2. The Amended And Restated Funding Agreement Relating To The South Placer Regional Wastewater Facilities;
 3. The Amended And Restated Agreement Regarding The Operation and Use Of The South Placer Regional Wastewater Facilities; and
 4. The Reallocation And Repayment Agreement.
- B. The City Manager is hereby authorized to execute the aforementioned agreements, subject to any non-substantive changes as may be approved by the City Manager and City Attorney.

PASSED AND ADOPTED by the Council of the City of Roseville this 15th day of August, 2012, by the following vote on roll call:

AYES COUNCILMEMBERS: Allard, Herman, Rohan, Roccucci
NOES COUNCILMEMBERS: None
ABSENT COUNCILMEMBERS: Garcia


MAYOR

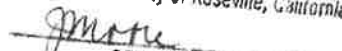
ATTEST:


City Clerk

The foregoing instrument is a correct copy
of the original on file in this office.

ATTEST:

City Clerk of the City of Roseville, California


DEPUTY CLERK



COUNCIL COMMUNICATION

CC #: 9429
File #: 0900-02

Title: Shadowbrook Lift Station and Force Main Phase 2 - Second Amendment to Professional Services Agreement
Contact: Jonathan Cummings 916-774-5566 jcummings@roseville.ca.us

Meeting Date: 8/1/2018
Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution authorizing the Acting City Manager to execute the second amendment to the professional services agreement with Mott MacDonald, LLC formerly Hatch Mott McDonald, for engineering services during construction and environmental services required as part of the Shadowbrook Lift Station and Force Main Phase 2 Project (#143501).

BACKGROUND

Listed below is the project contract and amendment summary:

- February 4, 2015 Council awarded Hatch Mott McDonald a professional services agreement in the amount of \$467,865.00.
- April 6, 2016 Council authorized the first amendment to the professional services agreement, increasing the contract amount by \$83,022.00 to a total cost of \$550,887.00.
- August 1, 2018 staff recommends Council authorize the second amendment to the professional services agreement, increasing the contract amount by \$124,396.00 to a total cost of \$675,283.00.

On February 4, 2015, the City Council awarded a professional services agreement to Hatch Mott MacDonald to provide engineering design and environmental services for the Shadowbrook Lift Station and Force Main Project. The contract amount awarded was \$467,865.00.

As the project progressed new information garnered through the work resulted in the need for design changes and construction phasing. The initial plan involved a trenchless pipeline crossing of Dry Creek. Additional geotechnical investigations discovered subsurface geotechnical constraints which rendered the trenchless pipeline crossing of Dry Creek costly and risky. Supplemental soil borings confirmed the need to use the open trench construction method across the creek. However, this construction method triggered the need for substantial state and federal permitting to address potential environmental impacts as a result of the work. In order to make

progress on critical portions of the project (the lift station), staff elected to complete the project in two phases. The first phase included retrofit of the existing lift station and emergency storage construction. Those improvements were completed in April 2017.

Additional tasks in Phase 1 included; supplemental geotechnical borings, Section 7 Consultation (environmental permitting) with the United States National Marine Fisheries Service, additional engineering for the phased design approach, and construction support services. These tasks constituted the project's first amendment to the professional services agreement. This was authorized on April 6, 2016, by the City Council and increased the original contract amount by \$83,022.00 to a total cost of \$550,887.00.

On May 23, 2018, the City Council approved Phase 2 of the Shadowbrook Lift Station and Force Main Project, authorizing staff to advertise the project and accept bids from prospective bidders.

Phase 2 includes the installation of dual force mains to replace the aging single force main. All resource agency permits have been obtained and construction is scheduled to commence in August 2018. The current remaining budget of \$4,102.00 is not sufficient to fund the engineering support required to complete the Phase 2 improvements. A second amendment to the professional services agreement in the amount of \$124,396.00 is requested to complete the additional tasks listed below:

- Project Management
- Shop Drawing Reviews and As-built Drawings Preparation
- Project & Site Meetings
- Environmental Services to assure compliance with all permit requirements for Phase 2 construction
- Materials Testing

FISCAL IMPACT

The original contract awarded was \$467,865.00. The first amendment authorized was in the amount of \$83,022.00. The additional cost for the work included in this second amendment is \$124,396.00. The revised total contract amount is \$675,283.00 and will be funded from the Capital Improvement Project Budget # 30503/143501 (Shadowbrook Lift Station & Force Main Project Budget). Funding for this project is from the Wastewater Rehabilitation Fund.

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 authorization of this second amendment to the professional services agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Jonathan Cummings, Assistant Engineer

Richard Plecker, Environmental Utilities Director

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-321

Second Amendment to Professional Services Agreement

RESOLUTION NO. 18-321

APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND MOTT MACDONALD FORMERLY HATCH
MOTT MACDONALD, AND AUTHORIZING THE ACTING CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a second amendment to professional services agreement regarding the
Shadowbrook Lift Station and Force Main project, by and between the City of Roseville and
Mott MacDonald formerly Hatch Mott MacDonald, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said second amendment is hereby approved and that the Acting 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

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: Shadowbrook Lift Station and Force Main

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and Mott MacDonald formerly Hatch Mott MacDonald, a Delaware Limited Liability Company (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated February 4, 2015 and amended April 6, 2016 (“Agreement”) regarding Shadowbrook Lift Station and Force Main (“Project”); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s letter/proposal dated June 25, 2018, which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit “A” of this Second Amendment to Agreement.

2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay one hundred twenty four thousand, three hundred ninety six dollars (\$124,396.00), in consideration of the additional services as set forth in Exhibit “A” to the Second Amendment to Agreement. This brings the total not to exceed contract amount to six hundred seventy five thousand, two hundred eighty three dollars (\$675,283.00).”

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 Second 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 CONSULTANT has caused this Second Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

MOTT MACDONALD, a Delaware
limited liability Company

BY: _____
DOMINICK CASEY
Acting City Manager

BY: Chris M. Fitzgerald
its: JR. VICE PRESIDENT

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY: _____

BY: _____

SONIA OROZCO
City Clerk

its: _____

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

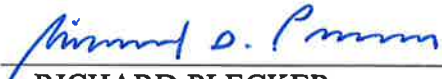
BY: 
RICHARD PLECKER
Environmental Utilities Director

EXHIBIT “A”



Mr. Jonathan Cummings, Project Manager
City of Roseville
Environmental Utilities Department
2005 Hilltop Circle
Roseville, CA 95747

Mott MacDonald
2495 Natomas Park Drive
Suite 530
Sacramento, CA 95833

**City of Roseville
Shadowbrook Lift Station and Force Main Upgrade – Phase 2
Proposal for Engineering Services During Construction – Rev3a**

June 25, 2018

Dear Mr. Cummings,

We are pleased to submit the attached fee proposal for providing Engineering Services During Construction (ESDC) for the Shadowbrook Lift Station and Force Main Upgrade Phase 2 project. The Phase 2 project essentially consists of installation of new dual force mains from the recently completed lift station upgrade to the Dry Creek Interceptor Sewer located on the westerly side of Dry Creek.

Mott MacDonald's current contract amount for the Shadowbrook Project, including Amendment 1 totals \$550,887. A very limited amount of unspent budget authorization remains to cover construction of the Phase 2 project. The budget was intended to be amended a second time following receipt of all environmental permits required for completion of the Phase 2 project and to cover other out-of-scope services provided through the course of the detailed design and construction of the Phase 1 project. Our March 24, 2017 letter addressed to Mr. Edward Winston summarized the intent of the anticipated second contract amendment.

The last of the prerequisite environmental permits required for the Phase 2 project construction was finalized in March of 2018. City project staff have reviewed and approved the scope of work required for environmental monitoring and reporting support to be provided by Mott MacDonald's environmental subconsultant during the Phase 2 construction work. A copy of the approved Scope of Work is attached hereto.

Mott MacDonald was also directed in March of 2018 to complete final revisions to the Contract Drawings for the Phase 2 project and update the Project Manual in anticipation of advertising the Phase 2 project for construction during the summer of 2018. That work has been completed.

Mott MacDonald and the City have agreed to eliminate the field inspection of the Phase 2 work from Mott MacDonald's presently approved scope of work. The City will contract separately for field inspection with a third party. Mott MacDonald will provide engineering services during construction, generally consisting of as-requested meeting and field inspection attendance, shop drawing review, assistance in responding to RFI and



Changeorder requests, preparation of as-built drawings from Contractor furnished redlines and retaining ECORP for performance of the Phase 2 environmental support. Blackburn Consulting will also be retained by Mott MacDonald under this scope to provide subcontracted materials testing support as detailed in the attached fee proposal.

The total Fee Proposal for Phase 2 construction related services amounts to \$124,396.00. broken down as shown below and on the attached Fee Spreadsheet:

Mott MacDonald (ESDC prime consultant):	\$60,962.00
ECORP (environmental subconsultant):	52,700.00
Blackburn Consulting (materials testing subconsultant):	10,734.00

Accordingly, the Mott MacDonald contract amount following Amendment No. 2 would total \$675,283.00.

Thank you for all the hard work and assistance dealing with the environmental permitting and project segmentation issues to date. Please feel free to contact me if you need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Thomas Grau'.

Thomas Grau, PE
Vice President
T 916.231.8077
thomas.grau@mottmac.com

Attachments:

MH/Fee Proposal Spreadsheet

**ECORP 25 June 2018 Scope of Work
and Cost Estimate for Env. Services –
Shadowbrook - Phase 2**

**Blackburn Consulting 14 June 2018
Fee Itemization – Shadowbrook -
Phase 2**

City of Roseville

Shadowbrook Lift Station and Force Main Upgrade - Phase 2

Engineering Services During Construction

M M MOTT MACDONALD 2405 Northgate Parkway Suite 550 Sacramento, CA 95833									
Task No.	Task Description	Key Staff	Personnel	Hours	Fixed Fee	Hourly Rate	ECORP	Blackburn Consulting	Total
Task No.	Task Description	Key Staff	Personnel	Hours	Fixed Fee	Hourly Rate	ECORP	Blackburn Consulting	Total
Multi-Medical									
6.1.1	Project Management and Reporting (Assume 5 month duration)	15	15	15	2,500	166.67			2,500
6.1.2	Client & Subcontractor Coordination (Assume 2 hrs. per week)	50	50	50	12,500	250.00			12,500
	Task 6.1 Subtotal			65	15,000				15,000
6.2.1	Shop Drawing Review (Assume 25, including re-submittals)	5	75	60	11,400	190.00			11,400
6.2.2	RFI Response (Assume 5)	6	15	20	3,300	165.00			3,300
6.2.3	Assistance in Change Order Review (Assume 2)	6	24	30	5,000	166.67			5,000
6.2.4	Project Schedule Change from Contractor provided Baseline	20	100	180	2,700	15.00			2,700
	Task 6.2 Subtotal			180	23,400				23,400
6.3.1	Pre-Bid Pre-Construction & Project Close-Out Meeting Attendance (Assume 2)	12	12	12	2,160	180.00			2,160
6.3.2	Monthly Coordination Meetings (Assume 2)	8	8	12	2,160	180.00			2,160
6.3.3	Anticipated Miscellaneous Field Meetings (Assume 2)	12	12	12	2,160	180.00			2,160
6.3.4	Meeting Notes Preparation (Assume 2)	20	20	24	4,320	180.00			4,320
	Task 6.3 Subtotal			60	16,800				16,800
6.4.1	Regulator and Disinfection Station Construction Plan	0	0	0	0	0.00			0
6.4.2	Water Environmental Assessment Program and Compliance Review	0	0	0	0	0.00			0
6.4.3	Pre-Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.4.4	Pre-Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.4.5	Biological Sampling Weekly Visit	0	0	0	0	0.00			0
6.4.6	Post Construction Monitoring Report	0	0	0	0	0.00			0
6.4.7	Agency Presentations, Justifications and Pre-construction Notice of Completion	0	0	0	0	0.00			0
6.4.8	Regulatory Audits	0	0	0	0	0.00			0
6.4.9	Permit Compliance Contingency	0	0	0	0	0.00			0
	Task 6.4 Subtotal			0	0				0
6.5.1	Project Management	0	0	0	0	0.00			0
6.5.2	On-site Inspection (Assume about 4 hrs. on site)	0	0	0	0	0.00			0
6.5.3	On-site Inspection (Assume about 4 hrs. on site)	0	0	0	0	0.00			0
6.5.4	Pre-Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.5.5	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.5.6	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.5.7	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.5.8	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
	Task 6.5 Subtotal			0	0				0
6.6.1	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.2	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.3	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.4	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.5	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.6	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.7	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.8	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.9	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.10	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.11	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.12	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.13	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.14	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.15	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.16	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.17	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.18	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.19	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.20	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.21	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.22	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.23	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.24	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.25	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.26	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.27	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.28	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
6.6.29	Construction Meeting (Assume 4)	0	0	0	0	0.00			0
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25 June 2018
(P17-029, revised)

Scope of Work and Cost Estimate¹ for
Environmental Services
Regarding
Shadowbrook Lift Station Phase 2
(Placer County, California)
For
City of Roseville

This scope of work has been developed to ensure City compliance with state and federal permits and CEQA mitigation measures applicable to the Shadowbrook Lift Station Phase 2 project. All applicable permits and mitigation measures were reviewed and considered as part of developing this scope of services.

Cost Estimate

Proposed Tasks:

Task One: *Riparian and Oak Woodland Restoration Plan*

ECORP will prepare a Riparian and Oak Woodland Restoration Plan (Plan) for restoration of all temporarily disturbed areas. The Plan will meet the restoration requirements of the project's permits (CDFW 1602 Agreement, NMFS BO, and ISMND) and will include the following: planting of a mix of native riparian and oak woodland species that are in relative abundance and densities consistent with pre-project conditions; mitigation for removal of protected oak trees that is in compliance with Section 19.66.070 of the Roseville Municipal Code, which requires inch-for-inch replacement based on the diameter at breast height inches removed; a conceptual planting location for mitigation oaks; a description of monitoring requirements and success criteria; and a recommended seed mix for revegetation of non-riparian and oak woodland areas. A draft of the Plan will be submitted to the City for review, and upon approval, submitted to the CDFW for approval at least 30 days prior to the beginning of restoration activities.

Assumptions:

This task assumes one round of review and revisions from both the City and CDFW and includes one hard copy and a pdf of the final plan provided to the City. A pdf only will be provided to CDFW. This task does not include annual monitoring for achievement of success criteria or a landscape architect approved planting and irrigation plan.

Task One: \$9,000

Task Two: *Worker Environmental Awareness Program and Compliance Binder*

A Worker Environmental Awareness Program (WEAP) training will be conducted by a CDFW- and NMFS-approved biologist prior to the start of construction activities. The training will satisfy requirements of the CDFW 1602 Agreement, ISMND, NMFS BO, and USACE NWP Permit. The training is designed to provide construction workers, contractors, and subcontractors with information on their responsibilities with regard to sensitive biological resources on the project site (i.e., western pond turtle, nesting birds, CV steelhead, salmon, and their habitats). Training material will be provided and will include information on the identification of sensitive biological resources, protocol for workers to follow should they encounter sensitive resources, and an outline of the potential penalties for failure to comply with the regulations for protecting biological resources. The training materials will also be provided in Spanish. Completion of the training will be submitted to CDFW. This task also includes a compliance binder that will include documentation of all permits, WEAP training materials, completed WEAP training sign-in sheets, contact information for responsible personnel, project maps, and weekly monitoring logs.

¹The cost estimate is based on time and materials and is valid for 90 days.

Assumptions:

Two on-site pre-construction trainings are included. Additional trainings can be combined during weekly biological monitoring site visits as needed for new contractors.

Task Two: \$3,700

Task Three: Pre-Construction Nesting Bird, Western Pond Turtle, and General Species Survey and Monitoring of Installation of Construction Barrier Fencing to Protect Environmentally Sensitive Areas

A combined pre-construction nesting bird, western pond turtle, and general species survey will be conducted within 48 hours (two days) prior to the start of construction activities by an approved biologist to detect the presence of actively nesting birds, western pond turtles, or other special-status species that may occur on-site. If nesting birds are found during the survey, CDFW will need to be consulted. If western pond turtle(s) are found during the survey the biologist will move the turtle(s) to the nearest suitable habitat at least 50 feet downstream of the project area. A brief memo summarizing the results of the survey, including survey methods, will be submitted to the client, and upon approval, submitted to CDFW.

In addition to the survey, the biologist will also oversee installation of orange construction barrier fencing around all environmentally sensitive areas (ESAs) by the contractor. ESAs include mixed riparian forest, native oak trees greater than 6 inches diameter at breast height, wetland drainages, and any trees that support migratory bird or raptor nests.

Assumptions:

This task includes one full day for a biologist to conduct the survey and oversee fencing. This task assumes one round of review and revisions to the memo from the City. This cost estimate assumes that no active nests are present and does not include consultation with CDFW. If nests are found, Optional Task 10 is provided.

Task Three: \$3,000

Task Four: Fish Survey and Relocation

ECORP will provide three biologists (including two NMFS-approved biologists and 1 biological monitor) for the temporary stream diversion installation and relocation. The biologists will visually survey the in-water project work area for federally-listed fish species. If fish are observed within the diversion area, the biologists will guide fish out of the in-water work area with seine nets. The biologists will also install block nets/fish screens upstream and downstream of the diversion area to keep fish from re-entering until the temporary cofferdams are installed.

Assumptions:

This cost estimate includes one 8-hour day for 3 biologists on-site and 4 additional hours for a NMFS-approved biologist to perform a site check the following day.

Task Four: \$4,400

Task Five: Biological Monitoring: Weekly Visits

ECORP will provide a biological monitor to conduct weekly ½ day monitoring visits during the construction period of the project to ensure construction activities remain compliant with applicable state and federal permit conditions and CEQA mitigation measures. Monitoring is not limited to, but will include: an assessment of in-stream and riparian habitat impacts so that those areas/acreages per the BO are not exceeded during construction; inspection of BMPs, and coordination of ESA barrier fencing maintenance with the contractor as needed. The monitor will be prepared to stop work if necessary and provide input regarding environmental compliance issues as they arise. Monitoring logs will be kept detailing daily events.

Assumptions:

This cost estimate includes a half-day rate (up to 5 hours) and assumes the project construction period is occurring between July 31 and October 15, for a maximum of 12 days of monitoring.

Task Five (Half-Day Rate): \$800

Shadowbrook Lift Station Phase 2 (2015-020.01 NEW)

TOTAL FOR TASK FIVE (12 DAYS AT \$800): \$9,600

Task Six: Post-Construction Monitoring Report

ECORP will prepare a monitoring report consistent with the requirements of the NMFS BO following the end of construction. The monitoring report will include discussion of any incidental take of listed fish species associated with the project, replanting and monitoring of riparian vegetation, mitigation credits purchased and a summary of all monitoring activities conducted during construction. Monitoring logs will be included as appendices. A draft of the monitoring report will be submitted to the City for review, and upon approval, submitted to NMFS within 60 days of project completion.

Assumptions:

This task assumes one round of review and revisions from the City and a pdf of the final report provided to the City and NMFS.

Task Six: \$2,000

Task Seven: Agency Pre-Construction Notifications and Post-Construction Notice of Completion

ECORP will provide pre- and post-construction permit compliance consistent with agency permits. Pre-construction permit compliance will include: coordinating qualified biologist approvals with CDFW and NMFS at least 30 days prior to construction, agency notifications prior to construction, and mitigation credit purchase coordination with the City as needed.

ECORP will prepare a Notice of Completion (NOC) following the end of construction. The NOC will include pre- and post-construction photos, as-built drawings/maps of work conducted, on-site/off-site mitigation, description/photos of all BMPs installed, description/photos of restored Waters of the U.S., and a signed completion form. A draft of the NOC will be submitted to the City for review, and upon approval, submitted to the USACE and RWQCB no later than 30 days following the end of construction. Pre- and post-construction photos only will be submitted to the CDFW within 15 days of project completion.

Assumptions:

This task assumes one round of review and revisions from the City and a pdf of the NOC provided to the City and agencies.

Task Seven: \$5,500

Task Eight: Regulatory Assistance

ECORP provided regulatory assistance beyond the scope of work. The work included continued agency liaison with USACE, NMFS, CDFW and RWQCB to secure permits (including contact with agency staff and clarifying permit conditions with agency staff); permit review and coordination with project team; mitigation credit coordination with the City; and adding additional permit conditions to compliance spreadsheet.

Task Eight: \$7,000

Optional Task:

Task Nine: Permit Compliance Contingency

ECORP will provide permit compliance associated with the project's permit measures and conditions outside of the tasks identified above as necessary at the City's direction. Items that may be covered under this task include but are not limited to: CDFW consultation for nesting birds or western pond turtle, unanticipated discovery of cultural resources agency request/coordination, and other agency liaison or City/contractor coordination as needed.

Task Nine: \$8,500

Shadowbrook Lift Station Phase 2 (2015-020.01 NEW)

COST SUMMARY:

Tasks:	Cost Estimate:
Task 1 – Riparian and Oak Woodland Restoration Plan	\$9,000
Task 2 – Worker Environmental Awareness Program and Compliance Binder	\$3,700
Task 3 – Pre-Construction Survey and Monitoring of ESA Fencing Installation	\$3,000
Task 4 – Fish Survey and Relocation	\$4,400
Task 5 – Biological Monitor: Weekly Visits	\$9,600
Task 6 – Post-Construction Monitoring Report	\$2,000
Task 7 – Agency Pre-Construction Notifications and Post-Construction Notice of Completion	\$5,500
Task 8 – Regulatory Assistance	\$7,000
Optional Task 9 – Permit Compliance Contingency	\$8,500
Grand Total:	\$52,700

TOTAL COST ESTIMATE FOR TASKS ONE THROUGH EIGHT: \$44,200
TOTAL COST ESTIMATE FOR ALL TASKS (INCLUDING OPTIONAL TASK NINE): \$52,700

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
 2. Copies (color and black and white), equipment and other direct expenses are reimbursed with a 14% administrative handling charge (excluding per diem).
 3. Subcontractor expenses are reimbursed with a 12% administrative handling charge.
 4. Mileage is reimbursed at current IRS rate with a 14% administrative handling charge.
 5. Per Diem, depending upon location, may be charged where overnight stays are required.
 6. Expert Witness Testimony, including Depositions, is billed at time and a half.
 7. When non-standard billing is requested, time spent by office administrative personnel in invoice preparation is a cost to the project and charged as technical labor.
-

West Sacramento Office:
2491 Boatman Ave., West Sacramento, CA 95691
(916) 375-8706



Main Auburn Office: (530) 887-1494
Fresno Office: (559) 438-8411

Fee Itemization for Shadowbrook Lift Station and Force Main
Phase 2
City Project No. 30503-6130 / 143501-45
Roseville, California

6/14/2018

BCI No. 2794.X

Subtask	Item	Quantity	Rate	Unit	Mult.	Item cost	Task Subtotal
Phase 2 Materials Testing							
6" Dual Force Main and Pipe Encasement	Senior Project Manager	1.	210.00	hour	1.	\$ 210.00	
	Technician Manager	2.	140.00	hour	1.	\$ 280.00	
	Tech-Prevailing Wage	55.	140.00	hour	1.	\$ 7,700.00	
	Concrete Cylinders	8.	38.00	ea	1.	\$ 304.00	
Testing / Concrete Sampling 11, 4-hour days plus 1-hour travel each day	Concrete Cylinder Pickup	2.	140.00	hour	1.	\$ 280.00	
	Nuclear Density Test	40.	16.00	ea	1.	\$ 640.00	
							\$ 9,414.00
Laboratory Testing							
Soil	Modified Proctor	4.	330.00	test	1.	\$ 1,320.00	
							\$ 1,320.00
Total Fee						\$ 10,734.00	



COUNCIL COMMUNICATION

CC #: 9434
File #: 0721-05

Title: Harding to Royer Bike Trail Segment 3 Project - First Amendment to Professional Design Services Agreement
Contact: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

Meeting Date: 8/1/2018
Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution to approve the First Amendment to the Professional Design Services Agreement with AECOM Technical Services, Inc. for engineering services for the Harding to Royer Bike Trail Segment 3 Project, and authorize the Acting 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 (see attached map.) Project construction has been phased into three segments due to funding and right-of-way challenges.

Segment 1 provided a Class 1 Bikeway connection from Miner's Ravine Trail at Harding Boulevard to East Street. This segment also included the construction of the Dry Creek Bridge, located immediately to the west of the Harding Boulevard Bridge. Construction of this segment was completed in November 2008.

Segment 2 continued the Class 1 Bikeway from East Street to Folsom Road, providing an important connection between the Miners Ravine Bike Trail and the downtown area. Construction of Segment 2 was completed in November 2010.

Segment 3 will provide a Class 1 Bikeway connection from Folsom Road to the bike trail that was constructed at the rear of relocated Fire Station No. 1 on Lincoln Street. Construction is underway and is expected to be completed by October 2018.

AECOM provided engineering design services to the City to develop the plans and specifications that were necessary for the construction of the City's Harding to Royer Bike Trail Segment 3 Project. In order to address requests for information and contract change orders during construction, an amendment to the existing agreement is needed to provide design support during

construction.

FISCAL IMPACT

The cost of the additional services is \$15,840.00, bringing the total contract amount to \$37,374.00. Funding for this project is from Transportation Development Act (TDA) funds, and there is sufficient Council approved funding in the project account to cover the amendment. No General Funds are being used for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that, this amended contract will generate approximately 0.17 of a job.

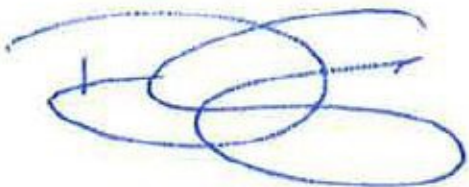
ENVIRONMENTAL REVIEW

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)). Approval of an amendment to the professional design services agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Cathy Gosalvez, Assistant Engineer

Rhon Herndon, Public Works Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, Acting City Manager

ATTACHMENTS:

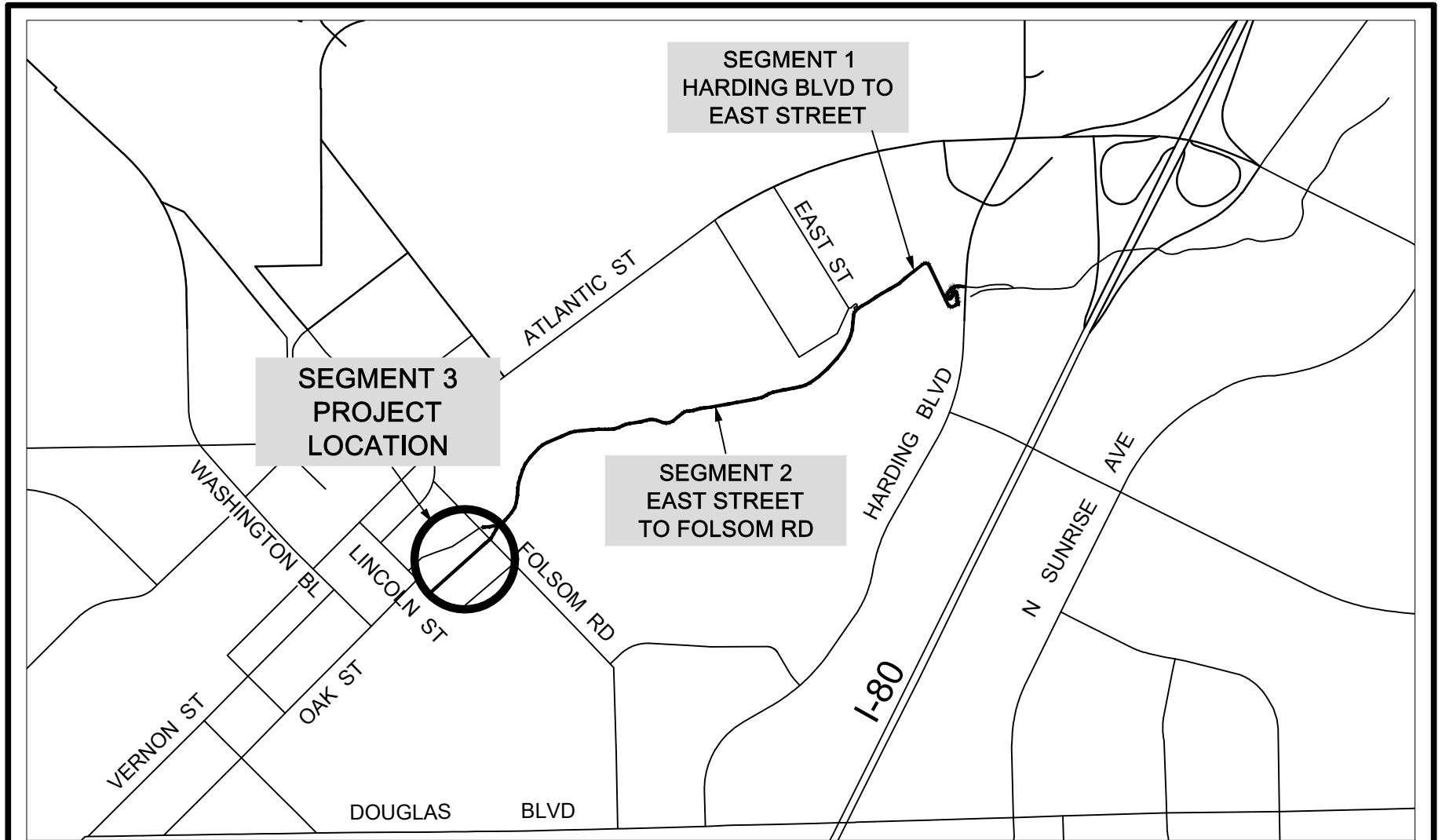
Description

Location Map

Resolution No. 18-328

PSA Amendment 1 AECOM

EXHIBIT A



DEPARTMENT OF PUBLIC WORKS

ENGINEERING

TITLE: HARDING TO ROYER BIKE TRAIL
SEGMENT 3 PROJECT

DESIGNED: C.GOSALVEZ

DATE: 07/11/2018

DRAWN: C.GOSALVEZ

SCALE: NOT TO SCALE

CHECKED:

FILE NO.

RESOLUTION NO. 18-328

APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES
AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND AECOM TECHNICAL
SERVICES, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to professional design services agreement regarding the Royer Park to Harding Boulevard Trail Project Segment 3 project, by and between the City of Roseville and AECOM Technical Services, 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 Acting 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 DESIGN SERVICES AGREEMENT**

Project: Royer Park to Harding Boulevard Trail Project – Segment 3

THIS FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and AECOM Technical Services, Inc., a California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Design Services Agreement dated January 3, 2017 (“Agreement”) regarding Royer Park to Harding Boulevard Trail Project – Segment 3 (“Project”);

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s letter/proposal dated June 19, 2018, 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 fifteen thousand, eight hundred forty dollars (\$15,840.00), 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 seven thousand, three hundred seventy four dollars (\$37,374.00).”

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 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 CONSULTANT has caused this First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

AECOM TECHNICAL SERVICES, INC., a
California corporation

BY: _____
DOMINICK CASEY
Acting City Manager

BY: 
its: VICE PRESIDENT

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: Charles Szurgot
its: Secretary

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: RHON HERDON
RHON HERDON
Public Works Director



EXHIBIT “A”



2020 L St., Suite 400
Sacramento, California 95811
T 1-916-414-5800
F 1-916-414-5850

June 19, 2018

Ms. Cathy Gosalvez, P.E.
Assistant Engineer
City of Roseville
Public Works Department
401 Vernon Street
Roseville, CA 95678

**Subject: Royer Park to Harding Boulevard Trail Project – Segment 3 Amendment #1
Design Support During Construction**

Dear Ms. Gosalvez:

AECOM Technical Services, Inc. (AECOM) is pleased to submit the attached Amendment #1 scope and fee to the City of Roseville (City) to provide Design Support During Construction for Segment 3 of the Royer Park to Harding Boulevard Trail project.

The proposed fee for time and materials to complete all tasks listed in the Scope of Work is \$15,840. This amount will not be exceeded without prior authorization of the City.

Mr. Matthew Korge, PE, will continue to be the Project Manager, and Mr. Thomas R. Barnard, PE will continue to act as the Principal-in-Charge. Mr. Barnard is a Vice President of AECOM Technical Services, Inc., and is authorized to negotiate and bind the company. Our proposed staff is available to begin work on this project upon approval of this contract by the City.

We appreciate your consideration of this amendment and thank you for the opportunity to provide additional services to the City. Please feel free to call me at 916-414-1630 or Matthew Korge at 916-266-4920 if you have any questions.

Sincerely,

AECOM Technical Services, Inc.

Thomas Barnard, P.E.
Vice President

Matthew Korge, P.E.
Project Manager

Enclosure



Project Understanding

The AECOM Team brings significant bikeway/trail design experience to this project, not only from working with City of Roseville (City) staff on other Roseville bikeway/trail projects, but from an in-depth knowledge of this specific project as AECOM is the engineer of record for the development of the previous segments of the project to date. Our previous work involved assisting in the development of the Project Environmental Impact Report (EIR), providing topographical surveys/mapping, preliminary engineering for the various alternative studies, and final PS&E for Segments 1 and 2 of this trail. In addition, the AECOM team has completed the Segment 3 Bid Documents and the contract has been awarded to a contractor for construction during the summer of 2018. This amendment will add Design Support During Construction to the existing contract. An amended Scope of Work is included below.

Amended Scope of Work

TASK	DESCRIPTION
3	Design Support During Construction
3.1	Requests for Information and Contract Change Orders

TASK 3 – DESIGN SUPPORT DURING CONSTRUCTION

AECOM will provide design services during construction.

3.1 – Requests for Information and Contract Change Orders

AECOM will assist the City in responding to RFI's submitted by the contractor through the City during construction. We will also attend a preconstruction meeting and up to 2 other meetings at the site or at the City offices as needed. The City will be responsible for preparing agenda and minutes for these meetings. At the request of the City, we will also prepare revised plans, specifications, and/or estimates as part of Contract Change Order's (CCO's) during construction.

Task 3.1 – Deliverables

- PDF of the half-size (11x17) revised plans as necessary
- Updated Electronic drawing files in AutoCAD format (2013) as necessary



City of Roseville

**Royer Park to Harding Boulevard Trail Project – Segment 3 Amendment #1
Design Support During Construction**

Period of Performance

Work under this contract began **January 2, 2017** and will terminate **December 28, 2018**.

Schedule

TASK	WORKING DAYS	START DATE	END DATE
RFI's & CCO's	81	25-June-18	15-Oct-18

Budget

The attached Resource Estimate represents the cost to complete the above Scope of Work. The additional fee requested with this amendment is \$15,840. This amount will not be exceeded without prior authorization of the City.

Escalation

Labor rates shown in the attached Resource Estimate are for 2018 only. New labor rates will be negotiated if the contract extends into subsequent years.

Royer Park to Harding Blvd. Trail Project - Segment 3 Am#1

TASK	TASK DESCRIPTION	RATE	PRINCIPAL		PROJECT MANAGER		SENIOR ENGINEER	PROJECT ENGINEER	ENGINEER	AIRBORIST	SENIOR TECHNICIAN	TECHNICIAN	PROJECT ADMINISTRATOR	CLERICAL	OTHER DIRECT COSTS	TOTAL LABOR HRS	LABOR COST	TOTAL COST
1	PIM and Coordination, QA/QC		2	8	2										\$4	16	\$2,610	\$2,614
2	Final Design Documents																	
2.1	95% PS&E																	
2.2	Final PS&E																	
2.3	Quantities Binder																	
3	Design Support During Construction			40	3				24			40			\$6	107	\$13,220	\$13,226
3.1	Requests for Information and Contract Change Orders			40	3				24			40			\$6	107	\$13,220	\$13,226
	SUBTOTALS		2	48	5				24			40	4		\$10	123	\$15,830	\$15,840
	TOTAL HOURS		2	48	5				24			40	4			123		
	TOTAL COST		\$570	\$8,160	\$900				\$2,280			\$3,600	\$320		\$10		\$15,830	\$15,840



COUNCIL COMMUNICATION

CC #: 9435
File #: 0721-05

Title: Harding to Royer Bike Trail Segment 3 Project - Second Amendment to Professional Services Agreement
Contact: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

Meeting Date: 8/1/2018
Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution to approve the Second Amendment to the Professional Services Agreement with Interwest Consulting Group Inc. for real estates services needed for the Harding to Royer Bike Trail Segment 3 Project, and authorize the Acting 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 (see attached map.) Project construction has been phased into three segments due to funding and right-of-way challenges. Segments 1 and 2 were completed in November 2008 and November 2010 respectively. Segment 3 is currently under construction and should be completed in October of this year.

Interwest provided full-service real estate services to the City to acquire property interests from three adjoining properties that were necessary to construct the City's Harding Blvd. to Royer Park Bike Trail Segment 3 Project. The property interests have been acquired and escrow for the transactions closed in September 2016.

The project was delayed until June of 2018 in order to coordinate with the construction of the new Fire Station No. 1. Additional real estate services are necessary to extend the expiration date of the temporary construction easements and to convey two separate access easements establishing the ingress and egress rights through the fire station/public parking lot for the benefit of two adjacent property owners. These access rights were agreed to as a part of the previous property acquisitions.

FISCAL IMPACT

The cost of the additional services is \$10,740.00, bringing the total contract amount to \$47,190.00. Funding for this project is from Transportation Development Act (TDA) funds and is included in the Council approved project budget. No General Funds are being used for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this amended contract will generate approximately one tenth of a job.

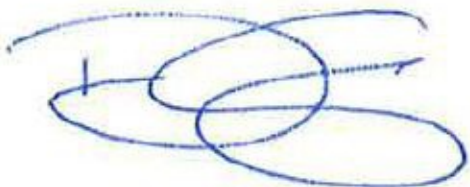
ENVIRONMENTAL REVIEW

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)). Approval of the second amendment to a professional services agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Cathy Gosalvez, Assistant Engineer

Rhon Herndon, Public Works Director



Dominick Casey, Acting City Manager

ATTACHMENTS:

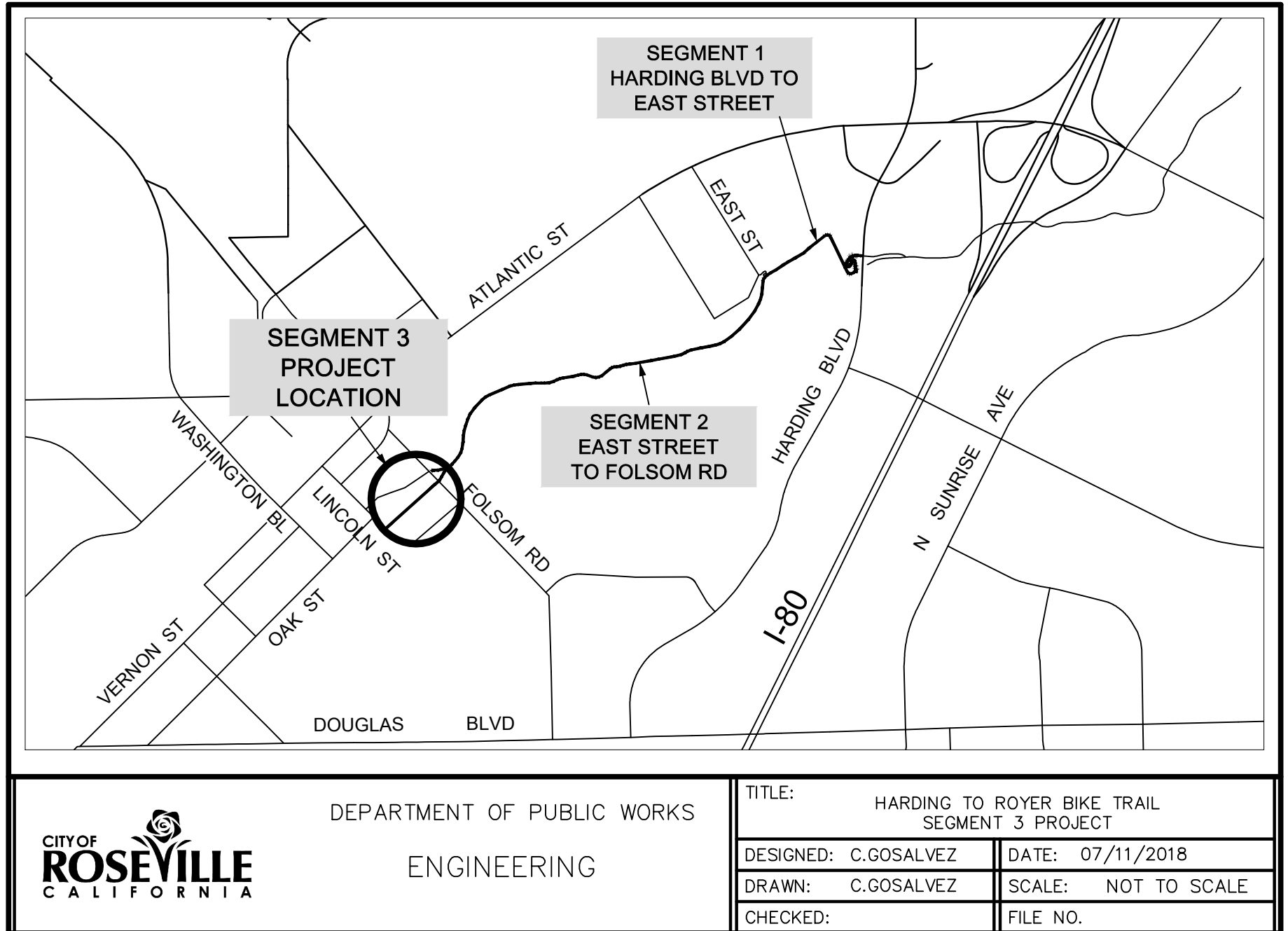
Description

Location Map

Resolution No. 18-329

PSA Amendment 2 Interwest

EXHIBIT A



DEPARTMENT OF PUBLIC WORKS

ENGINEERING

TITLE: HARDING TO ROYER BIKE TRAIL
SEGMENT 3 PROJECT

DESIGNED: C.GOSALVEZ

DATE: 07/11/2018

DRAWN: C.GOSALVEZ

SCALE: NOT TO SCALE

CHECKED:

FILE NO.

RESOLUTION NO. 18-329

APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND INTERWEST CONSULTING GROUP INC.,
AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a second amendment to professional services agreement regarding the
Royer Park to Harding Boulevard Trail Project 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 second amendment is hereby approved and that the Acting 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

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: Harding to Royer Bike Path Segment 3

THIS SECOND 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 and amended on November 4, 2015 (“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 May 8, 2018, which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit “A” of this Second Amendment to Agreement.
2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay ten thousand seven hundred forty dollars (\$10,740), in consideration of the additional services as set forth in Exhibit "A" to the Second Amendment to Agreement. This brings the total not to exceed contract amount to forty-seven thousand one hundred ninety dollars (\$47,190)."

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 Second 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 CONSULTANT has caused this Second Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

INTERWEST CONSULTING GROUP
INC., a Colorado corporation

BY: _____
DOMINICK CASEY
Acting City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY:  _____
its: Chief operations officer

BY: _____

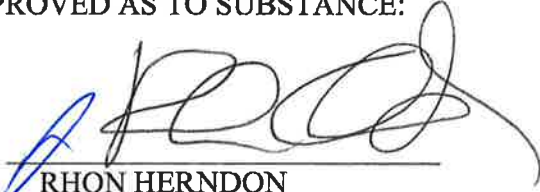
its: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
RHON HERNDON
Public Works Director

OFFICER'S CERTIFICATE

I, Terry J. Rodrigue, hereby certify that:

1. I am a duly elected, qualified and acting President and Corporate Secretary of Interwest Consulting Group, Inc., a duly organized and existing Colorado corporation; and
2. Interwest Consulting Group, Inc. policy sets forth the delegation of authority to the company's officers and employees to create financial, contractual, and other obligations on behalf of Interwest in the course of performing their employment. This policy permits delegation of signature authority to authorized Contract Representatives. Michael Kashiwagi, Ron Beehler, James G. Ross, and Debra Thorson are such authorized Contract Representatives as long as they are employed by Interwest, and therefore by this delegation each has signature authority to sign proposals and bind Interwest Consulting Group, Inc. in contractual commitments.

IN WITNESS WHEREOF, I have executed this Officer's Certificate and affixed the corporate seal of Interwest Consulting Group, Inc. this 5th day of July, 2017.

Interwest Consulting Group, Inc.

Corporate Seal

Terry J. Rodrigue

President and Corporate Secretary

State of Colorado)
) ss.
County of Boulder)

The undersigned, a Notary Public, does hereby certify that on this 5th day of July, 2017, personally appeared before me, Terry J. Rodrigue, who being first duly sworn an oath, declared that he is the President and Corporate Secretary of Interwest Consulting Group, Inc. and that he signed the foregoing document in his capacity as President and Corporate Secretary of the corporation, and that the statements contained herein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date set forth above.

Dorothy I. Worley
Dorothy I. Worley
Notary Public

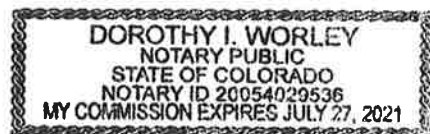


EXHIBIT “A”



May 8, 2018

Ms. Cathy Gosalvez
City of Roseville
311 Vernon Street
Roseville, CA 95661

SUBJECT: *Proposal for Real Estate Services – Harding to Royer Bike Trail Project*

Dear Cathy:

Interwest Consulting Group, Inc. is prepared to offer the services described in the attached Scope of Work to complete the remaining items needed to finalize the Harding to Royer Bike Trail Project, to include the following task:

- ❖ Task A – Owner Contact and Coordination to Acquire Temporary Construction Easements (3 Owners)
- ❖ Task B – Prepare Non-Exclusive, Appurtenant Ingress and Egress Easements and Quit Claim Documents (3 Owners)

The hourly rates for the above-described services are outlined in the Scope of Work and would be billed to the City of Roseville on a monthly basis. Any material costs incurred would be billed directly to the City.

If you have any questions concerning the above, please feel free to call me directly at (916) 512-3310.

Sincerely,

Todd Sobel
Director of Real Estate Services

**SCOPE OF WORK
Real Estate Services
Harding to Royer Bike Trail Project**

Interwest provided full-service real estate services to the City of Roseville (City) to acquire property interests from three adjoining properties that were necessary to construct the City's Harding to Royer Bike Trail Project (Project). The property interests were acquired and the escrows for the transactions closed in September 2016. Project construction was delayed and the City expects construction to start in mid-May 2018. Additional real estate services are necessary, including the following items:

- 1) **Temporary Construction Easement Extensions (TCEs)** - The City acquired three TCEs, effective June 1, 2016 and expiring June 1, 2018 (24 month duration). Since construction is expected to begin in May 2018, three new TCE Agreements will need to be acquired for a seven-month period, June 1 through December 31, 2018, to allow for construction to be completed. Compensation for each new TCE will be calculated based on the original appraised amount for seven months.
- 2) **Non-Exclusive, Appurtenant Ingress and Egress Easements (Access Easements) / Quit Claim** - As required in the approved Agreements with Kevin/Colleen Kemper (Trustees) and Steve/Judy Crouch, the City agreed to convey access rights to the two adjoining parcels located at 127 and 129 Linda Drive, upon completion of the fire station and adjoining public parking lot or within two years of the Effective Date of the Agreement. The City previously purchased an Access Easement from Steve/Judy Crouch and the access rights were conveyed to the Kemper's to traverse the Crouch' parcel.

The City has until June 1, 2018 to convey two separate Access Easements to establish the ingress and egress rights through the fire station/public parking lot for the benefit of the Crouch' and Kemper's. In addition, once the Access Easement for the Kemper's is in place and operational, the Kemper's will need to Quit Claim the existing access easement over the McCurry property (140 Folsom Road).

Note: At this time, Kevin Kemper has a potential buyer for his property; however, he has indicated that the sale of his property is not imminent. As a precaution, the City should consider recording a TCE Deed, in case the property is sold during the TCE period (prior to December 31, 2018), to avoid having to acquire the TCE from the new property owner. Additionally, if the property is sold prior to the Quit Claim being granted, contact and coordination with the new property owner will be necessary.

This proposal assumes that the City will provide a Legal Description and Plat Map for the Access Easement deeds, conveying access across the City's fire station/public parking lot for the benefit and use of owner's of the Kemper (APN 013-101-004) and Crouch property (APN 013-101-013) for secondary access purposes.

Interwest will provide the services summarized below to complete the remaining items needed for the Project.

A. OWNER CONTACT AND COORDINATION TO ACQUIRE TEMPORARY CONSTRUCTION EASEMENTS

- Coordinate with City staff to finalize three TCE Agreements and draft one TCE Deed for City Attorney's review and approval;
- Contact property owners to discuss the terms of the TCE;
- Respond to inquiries and coordinate with property owners;
- Maintain owner contact logs and parcel diaries with all pertinent information and contacts concerning the parcel;
- Notary verification, if the City elects to record the TCE Deed on the Kemper Property.
- Transmit signed TCE Agreements and TCE Deed to the City promptly for acceptance and processing; and
- Coordinate recording TCE Deed with Placer County Recorder, if necessary.

B. PREPARE NON-EXCLUSIVE, APPURTENANT INGRESS AND EGRESS EASEMENTS AND QUIT CLAIM DOCUMENT

- Coordinate with City staff to prepare two Non-Exclusive, Appurtenant Ingress and Egress Easements and one Quit Claim Deed for City Attorney's review and approval;
- Discuss and coordinate with City staff on specific language to include in the Access Easement for the Kemper property (APN 013-101-004) to potentially limit the secondary access rights, if the use of the property is changed;
- Coordinate with City to obtain City Manager signature on Access Easements;
- Contact property owners to discuss the Access Easements and Quit Claim documents; and
- Coordinate recording Access Easements with Placer County Recorder, if necessary.

C. COMPENSATION AND METHOD OF PAYMENT

Services to be provided by Interwest will be billed on a straight time and material basis based on the hourly rate schedule below. The City will be billed monthly for direct labor and material charges.

REAL ESTATE SERVICES	
2018 BILLING RATES AND CLASSIFICATIONS	
Project Management	\$150.00/Hr
Senior Real Property Agent	\$135.00/Hr
Real Property Agent	\$110.00/Hr
Real Estate Technician	\$ 85.00/Hr
Administrative Support	\$ 65.00/Hr
<i>*The hourly rates include all overhead, travel and supplies</i>	

COST ESTIMATE

INTERWEST CONSULTING GROUP Cost Estimate for Real Estate Services City of Roseville - Harding to Royer Bike Trail Project (Additional Real Estate Work)						
						Date: May 8, 2018
Task No.	Task	Staff	Qty.	Flat Rate/Hours	Hourly Rate	Cost
-	Project Oversight	Cline	-	12 Hrs	\$ 150.00	\$ 1,800.00
A	Property Owner Contact/Coordination TCE Extensions (3) TCE Deed (Kemper)	Wong	-	20 Hrs	\$ 110.00	\$ 2,200.00
B	Prepare Access Easements & Quit Claim Deed Access Easements (Crouch & Kemper) Quit Claim (Kemper)	Wong	-	40 Hrs	\$ 110.00	\$ 4,400.00
-	Administrative Support General support, record documents, project close-out	Technician	-	12 Hrs	\$ 85.00	\$ 1,020.00
If Necessary	New Property Owner Contact/Coordination Quit Claim (1)*	Wong	-	12 Hrs	\$ 110.00	\$ 1,320.00
TOTAL COST NOT-TO-EXCEED:						\$ 10,740.00

Note: If Kemper sells property prior to conveying Quit Claim to McCurry, additional time is included to allow for efforts to verify new ownership, contact, meet and coordinate with the new property owner.



COUNCIL COMMUNICATION

CC #: 9436

File #: 0600

Title: Insurance Brokerage Services - Professional Services Agreement

Contact: David Rawe 916-774-5207 drawe@roseville.ca.us

Meeting Date: 8/1/2018

Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt the attached resolution authorizing the Acting City Manager to enter into a professional services agreement with Alliant Insurance Services Inc. for insurance brokerage services. The total annual cost is commission based and the commission is not to exceed 12%. The cost is an annual expense budgeted from the Risk division's annual budget and has been budgeted for in FY2018/19.

BACKGROUND

The City of Roseville purchases insurance coverage which protects the City and its taxpayers from unforeseen and catastrophic circumstances. The City has been working with its current broker, AON, since 2014 to procure insurance. The Human Resources Department regularly goes out to the market via the request for proposal (RFP) process to ensure the products/services utilized by the City are the most comprehensive and cost effective.

In April of 2018, the City of Roseville released an RFP for solicited proposals for broker/consultant services. Four proposals were received and carefully reviewed by staff. After careful consideration, Alliant was selected to fill this need.

Alliant is the 11th largest broker in the United States and offers extensive experience in working with California public entities - Alliant supports 80% of public entities in California. Alliant will represent the City in all negotiations with insurance providers and its status and experience will allow for cost-effective negotiations for insurance fees on behalf of the City.

FISCAL IMPACT

Alliant will be charging a not to exceed 12% commission rate which has the potential of 3% reduction in the rate the City is currently paying. Staff estimates that the City will save \$10,000 to \$12,000 per year, depending on insurance rates. The Risk division has budgeted these costs in the FY 18/19 and will continue to do so annually.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created by this action.

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 changes in the environment (CEQA Guidelines §15061(B)(3)). Approving an agreement for insurance brokerage services does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

David Rawe, Risk Manager

Gayle Satchwell, Director of Human Resources



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-330

Alliant PSA with Alliant Signatures

RESOLUTION NO. 18-330

APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
ROSEVILLE AND ALLIANT INSURANCE SERVICES, INC., AND AUTHORIZING THE
ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a professional services agreement for insurance brokerage services, by and between the City of Roseville and Alliant Insurance Services, 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 Acting 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

PROFESSIONAL SERVICES AGREEMENT

Insurance Brokerage Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and Alliant Insurance
Services, Inc., a Delaware corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of insurance brokerage
services; and

WHEREAS, CONSULTANT has prepared a proposal in response to RFP 11-006, 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 in accordance with the cost proposal in EXHIBIT "A". Total compensation for

CONSULTANT's commission shall not exceed twelve percent (12%) of CITY's annual insurance premiums.

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. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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. Term and Termination of Agreement. This Agreement shall have an initial term of three (3) years, commencing from the date of execution and ending June 30, 2021. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments

for up to an additional two (2) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City in the sole discretion of the City Council. 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

Dave Rawe, Risk Manager
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Michael Simmons, Vice Chairman
100 Pine Street, 11th Floor
San Francisco, CA 94111

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

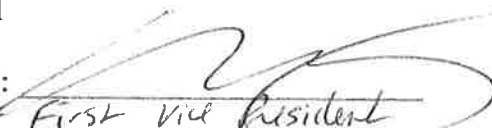
ALLIANT INSURANCE SERVICES, INC.,
a Delaware corporation

BY: _____
DOMINICK CASEY
Acting City Manager

BY: 
its: Vice Chair Public Entity

and

ATTEST:

BY: 
its: First Vice President
Marcus Beverly

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”



5.7 TAB E: PROJECT UNDERSTANDING

Description of firm familiarity and experience with insurance placements for each of the lines of insurance listed in Section 1.0 for property and boiler & machinery for power generation plants. Must provide a client referral to include the name of plant, name of contact, email, and telephone number of contact person.

Alliant's experience with all lines of coverage outlined in this RFP is unmatched. Aside from stand-alone market placements, Alliant has created several exclusive programs that have been designed specifically for the needs of municipalities.

Power Generation

On the property and boiler & machinery placement for Roseville's power generation, Robert Lowe will handle the marketing and placement directly on behalf of the City. Robert has extensive experience working with different types of power generation including gas turbines, natural gas-fired turbines and hydroelectric power generations. Robert worked with municipal power generation entities, including Roseville, for over eight years at his prior employer. Since joining Alliant he has added experience working with multiple municipalities and agencies including the City of Burbank, City of Vernon, City of Anaheim, City of Redding, Placer County Water Agency, Yuba County Water Agency and ACWA/JPLA. Current power generation referrals are:

City of Anaheim

Canyon Power Plant

David Nunley, Risk Manager
dnunley@anaheim.net
714-765-4382

Placer County Water Agency

Middle Fork/American River Hydroelectric Project

Peter Cheney, Risk and Safety Manager
pcheney@pcwa.net
530-823-4957

Fiduciary Liability

In addition to standard marketing and fiduciary placements for our clients, Alliant has developed special expertise and market efficiencies in creating the Fiduciary Liability Insurance Program (FLIP) to provide customized fiduciary liability coverage with built-in cost savings for public entities. The advantages associated with group purchases enable public entities to enjoy the broad coverage of FLIP at a cost that averages 20% below market for standalone policies. FLIP provides public agencies the power of choice as well as one of the industry's most extensive fiduciary liability programs, creating a substantial layer of protection for both your organization and the people making the difficult decisions.



5.7 TAB E: PROJECT UNDERSTANDING

Underground Storage Tanks

Alliant's experience with the environmental market is extensive, as with many of our other exclusive programs including the Alliant Public Entity Environmental Liability (APEEL) program, we have developed a deep knowledge of the environmental market. We have extensive experience placing Underground Storage Tank placements with broader coverage and lower retentions. Mike McIntosh, our proposed environmental expert oversees all of Alliant's environmental programs and has a deep level of understanding of the needs that are specific to the public entity market.

Crime Insurance

Alliant Insurance Services created the Alliant Crime Insurance Program (ACIP) to protect public entities by offering broad coverage and valuable peace of mind with an iron-clad layer of protection against crime-related damages. ACIP is among the largest and most successful programs of its kind. This combination of size and stability empowers Alliant to offer competitive rates that are impervious to fluctuations in the general insurance market. Based on a review of the City's current crime coverage summary as provided in the RFP we believe the ACIP program will provide an attractive renewal option with broader coverage.



5.8 TAB F: PROJECT PLAN

Specific and detailed description of the approach and work strategies or plans for services to be provided as set forth in the scope of services and an associated timeline.

Long-standing partnerships are developed and sustained based on service and communication. Our service first model begins the moment of selection as the broker and continues throughout the year. We have developed our Defined Client Service and Marketing Process which outlines our approach to meeting client needs during the marketing process and throughout the year. We strive to exceed your expectations through excellent customer service and contract compliance.

Defined Client Service and Marketing Process

Alliant's Defined Client Service and Marketing Process is the framework for our business approach, implemented in a manner that aligns with the City's goals. This process has been developed through our years of experience and is fully customizable to suit each client's needs. The Alliant approach provides consistency in quality service with checkpoints and timelines for monitoring our jointly agreed upon service standards, and it ensures the appropriate planning occurs well in advance of the expiration date. We use Quality Committees to continuously monitor the implementation of these best practice standards.

We know of no other broker that adheres to such a process as vigorously as Alliant. What follows is an illustration of this process, with each step containing a detailed explanation along the way.





5.8 TAB F: PROJECT PLAN

1

TRANSITION PLAN/ANALYTICS & DIAGNOSTICS (180 days prior to renewal)

Once appointed as the City's Broker of Record, we will begin to transition the work flow from your current broker(s) to Alliant. Given the absolute importance of a successful transition for each new Alliant client, we will employ the following steps during the implementation of the program to make the transition as seamless as possible for the City.

Step 1: Discuss the Defined Service and Marketing Process

- Discuss Defined Service and Marketing Process and tailor it the City's unique needs.
- Facilitate dialogue between key personnel at Alliant and the City; including claims, loss prevention, accounting, board members, etc.

Step 2: Notify Carriers

- Prepare Broker of Record Letters (BORs) for the City and file them with the appropriate carriers.
- Confirm acceptance of all BORs filed.

Step 3: Information Gathering/Data Acquisition

- | | |
|------------------------|------------------------------------|
| • Financial statements | • Exposure data |
| • Audits | • Draft submissions |
| • Actuarial studies | • Schedules or other data elements |
| • Bylaws | • Historical Loss Runs |
| • Claims data | • Policies/Summaries |

Step 4: Administrative

- Create Open Items Report.
- Further develop annual work plan to include all key stewardship tasks/dates/milestones.
- Develop protocol for execution of all key deliverables.
- Identify and plan for any other key administrative tasks as defined by the City.
- Execute service agreement.

Step 5: Risk Identification

- Review all data accumulated from the information gathering/data acquisition process.
- Discuss data with key personnel (operations, finance, legal, quality, risk, claims).
- Strategic discussions regarding mission, key City initiatives, financial goals, short- and long-term operational and financial goals, unique financial issues, risk philosophy.
- Discuss unique claims or risk issues as defined by the City.



5.8 TAB F: PROJECT PLAN

Step 6: Documentation and Implementation

- Prepare a summary report detailing the process, observations, and key findings.
- Review summary document and confirm findings.
- Develop renewal timeline in conjunction with the annual work plan.

Our service team will coordinate these activities to help ease the administrative burden on the City. Our priority is to become intimately familiar with your overall insurance program and unique loss exposures. Therefore, we will get to know the City through a thorough review of your website, financial statements, and loss runs; an analysis of your policy language and coverage to determine the exact coverage being provided; personal discussions; and on-site visits. We will use our unique five-part Risk Identification Model to identify and analyze your unique loss exposures.

2

RISK & COVERAGE PROFILE (120 days prior to renewal)

For coverage assigned to us, we will develop a Risk Profile unique to the City. We will compare this Risk Profile to your current insurance coverage to: determine any serious or unanticipated gaps that exist; review the retentions and insurance limits; and provide you with a written report outlining our observations and recommendations.

3

RENEWAL STRATEGY MEETING (100 days prior to renewal)

At least 100 days before your major renewal date(s), we will coordinate a Renewal Strategy Meeting to:

- Review our Risk and Coverage Analysis, the resultant Risk Profile and the adequacy of your current insurance portfolio.
- Update the City on the current insurance market.
- Discuss recent renewal results for similar clients.
- Provide an analysis of viable underwriter alternatives, their capacity, and deductible preferences.
- Obtain your thoughts on the desirability of any particular market, i.e., your past history with that carrier, the carrier's financial rating, etc.
- Provide renewal pricing ranges.
- Suggest a renewal timeline and renewal options.

Our goal is to provide you with a concise report outlining our mutually agreed upon game plan.



5.8 TAB F: PROJECT PLAN

4

UNDERWRITING SUBMISSION & PRESENTATION (75 days prior to renewal)

Our goal is to distinguish you from your peers and we do so by creating first class underwriting presentations that demonstrate your unique risk characteristics. We will help you structure the material and provide input and guidance on the graphic representation of your unique results, risks and operations.

The underwriting submissions we prepare are unrivaled in our industry. Our responsibility is to portray, with integrity, your unique Risk Profile for each line of coverage. Your underwriters will know that our submission will portray your unique risks and operations correctly, succinctly and in a clear and easily understandable format.

The underwriting submission and the underwriter presentation will be available to the market at least 75 days prior to your renewal date.

5

UNDERWRITER MEETINGS (75 days prior to renewal)

We highly encourage all of our clients to meet their underwriters. We will coordinate all underwriter meetings benefiting the City and our renewal strategy. Where possible, we will attempt to schedule these at your office.

6

NEGOTIATIONS (60 days prior to renewal)

To execute a successful renewal, we must focus on two key areas – market canvassing and the exploration of options. At our Renewal Strategy Meeting, we will have reviewed the listing of all possible market alternatives, solicited your input and agreed to those we want to approach. We will review alternative limit, retention and coverage structures. We will provide you with weekly renewal updates to keep you informed and to get your feedback and thoughts on the underwriters' responses.

7

RENEWAL PROPOSAL & ANALYSIS (30 days prior to renewal)

We are aware that while our clients want to have a bottom line comparison of all renewal alternatives, they also want to know the intricate details of each quotation. Therefore, our renewal proposals feature both an



5.8 TAB F: PROJECT PLAN

Executive Summary and a detailed Coverage Analysis section. Our analysis will help you make a more educated renewal decision.

In addition, you will be provided with copies of all carrier quotes, indications and/or declination received including all carrier financial ratings.

8

BIND COVERAGE *(Plan in comments)*

Once you have reviewed your renewal options and have selected your preferred option, we will immediately process the following documents, all designed to be completed before your renewal date:

- Confirmations of Coverage
- Certificates of Insurance
- Premium Finance Agreements (if applicable)
- Claims Reporting Instructions
- Program Limits Charts

9

DESK REFERENCE & OPEN ITEMS REPORTS *(Plan in comments)*

We will create a Desk Reference that will include insurance summaries of the coverages bound, claims reporting instructions and contact information for your dedicated service team.

Our Open Items Reports and meetings are formalized events helping us and your underwriters stay focused on unresolved items and providing a forum to discuss new risks or operational issues.

10

STEWARDSHIP REPORT STRATEGIC PLANNING MEETING *(Plan in comments)*

The Stewardship Report and Strategic Planning Meeting are designed to evaluate our performance, review the results of your renewal, discuss any new operations or acquisitions you are contemplating, identify new and emerging risks, update you on market conditions, and plan our next renewal strategy meeting.



5.8 TAB F: PROJECT PLAN

S SUMMARY

We appreciate you taking the time to review our Defined Client Service and Marketing Process, which details specific activities related to transitioning your insurance to us. This strategic framework allows us to effectively market your renewal as we gain a better understanding of your coverage and risk exposures. Working together we will continue to use this framework to build on that knowledge and assist in developing a strategic vision for the City's overall risk management program.

5.9 TAB G: COST PROPOSAL

Comprehensive, specific statement indicating how the City's account would be priced and the estimated annual cost of the services. This should include a detailed and complete itemized list of all applicable broker fees and commissions, flat fees for services, and any and all other charges. Please specify all pricing options available (commission vs. flat fee for service).

Alliant can handle our compensation in a variety of ways as determined between the City and Alliant. We can transact placements on a commission basis, a flat fee, a fee plus commission, commission cap, fee plus commissions on new placements, or a variety of other methodologies. In any event, every dollar earned will be disclosed to the City through our annual revenue disclosure report.

Our fees are determined by first estimating the anticipated commitment of time and related business expenses all of our team members will incur on behalf of the City. We next consider the level of senior executive involvement and the amount of intellectual capital that will be devoted to the engagement. Lastly, we benchmark the resultant fee to ensure consistency between similar clients and make adjustments where warranted.

We are proposing a commission placement for all marketing, placement and other services proposed within this RFP with no inflationary increases over the term of the contract and a commission cap of 12%. Based on our estimates that equates to approximately \$45,000 - \$50,000 in annual broker commissions.

It is important that the City knows that Alliant is committed to transparency in our compensation and business relationships. As our client, the City may at any time request that we provide detailed information on our compensation in addition to the annual report we will include in our stewardship report. Alliant will not collect any contingent income on the City's insurance placements.



COUNCIL COMMUNICATION

CC #: 9432

File #: 0600

Title: Workers' Compensation Claims Administration Services - Agreement Amendment

Contact: David Rawe 916-774-5207 drawe@roseville.ca.us

Meeting Date: 8/1/2018

Item #: 7.19.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution to extend the agreement with Tristar Risk Management (Tristar) for Workers' Compensation Third Party Administration through August 31, 2020.

BACKGROUND

In 2015, staff performed a Request for Proposal (RFP) for Workers' Compensation Third Party Administration claims services. After careful consideration, Tristar Risk Management was chosen to provide services. In the past three years, the Risk Management division and Tristar have worked together to reduce the City's reserve liabilities by 2.8 million dollars. During a recent Workers' Compensation claims audit performed by an outside claims auditor, Tristar scored a 99.1% for their compliance with industry standards and overall ability to manage claims effectively. In order to continue the success of this program, staff recommends that the City maintain its contractual relationship with Tristar. The agreement allows for two options to renew the agreement for additional two year terms after the initial three year term. Staff has negotiated a two year extension to the contract through August 31, 2020.

FISCAL IMPACT

The negotiated administrative fee costs, which include comprehensive Workers' Compensation claims handling for the period of September 1, 2018 through August 31, 2020, is \$225,500 for the first year of the extension and \$236,775 for the second year of the extension. These are flat fees with no additional costs. The administrative fees have been budgeted for and will be paid from existing and available funds from the Risk Management budget for FY2018/19 and will be budgeted for accordingly in future years.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created by this action.

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 changes in the environment (CEQA Guidelines §15061(B)(3)). Approval of a professional services agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

David Rawe, Risk Manager

Gayle Satchwell, Human Resources Director

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-324

First Amendment to Agreement_Tristar

RESOLUTION NO. 18-324

APPROVING A FIRST AMENDMENT TO AGREEMENT FOR WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES, BETWEEN THE CITY OF ROSEVILLE AND TRISTAR RISK MANAGEMENT, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Agreement for Workers' Compensation Claims Administration Services, by and between the City of Roseville and TRISTAR Risk Management, 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 Acting 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 AGREEMENT FOR WORKERS' COMPENSATION
CLAIMS ADMINISTRATION SERVICES**

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 TRISTAR Risk Management, a California corporation ("ADMINISTRATOR"); and

W I T N E S S E T H:

WHEREAS, CITY and ADMINISTRATOR previously entered into an Agreement dated July 1, 2015 ("Agreement") regarding the administration of the workers' compensation self-insurance program for the CITY; and

WHEREAS, CITY desires to amend the term of the contract under the terms for renewal as set forth in the Agreement;

NOW, THEREFORE, the parties agree as follows:

1. ADMINISTRATOR shall continue providing services to the CITY as outlined in the original scope of services to the Agreement and in ADMINISTRATOR's June 6, 2018 letter attached hereto as Exhibit "A" and incorporated herein by this reference.

2. Paragraph 1 is amended by adding an additional paragraph to read as follows:

Term. The term of this Agreement shall be extended for two (2) additional years Commencing September 1, 2018 and expiring August 31, 2020. At the conclusion of this term, the parties shall have one (1) option to renew this Agreement for an additional two (2) year term.

3. Paragraph 3 is amended by adding an additional paragraph to read as follows:

Compensation. For its services provided hereunder, Total compensation shall not exceed two hundred twenty-five thousand, five hundred dollars (\$225,500.00) through August 31, 2019; and two hundred thirty-six thousand, seven hundred seventy-five dollars (\$236,775.00) between September 1, 2019 through August 31, 2020. Total compensation for the term of September 1, 2018 through August 31, 2020 shall not exceed four hundred sixty-two thousand, two hundred seventy-five dollars (\$462,275.00). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

4. Paragraph 17 is amended by adding an additional sentence to read as follows:

Termination of Agreement. CONSULTANT understands that continuation of this Agreement past June 30th of any given year is contingent upon appropriation of funds for such purpose in the budget of the City of Roseville in the sole discretion of the City Council.

5. 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 Acting 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 ADMINISTRATOR has caused this Agreement to be executed.

SIGNATURES ON FOLLOWING PAGE

CITY OF ROSEVILLE, a
municipal corporation

TRISTAR RISK MANAGEMENT,
a California corporation

BY: _____
DOMINICK CASEY
Acting City Manager

BY: _____
THOMAS J. VEALE
President

ATTEST:

and
BY: _____
DENISE COTTER
Chief Financial Officer

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"



6/6/2018

City of Roseville
Attention: Dave Rawe
Risk Manager
311 Vernon Street
Roseville, CA 95678

RE: Updated Service Agreement Proposal

Dear Mr. Rawe:

Thank you for the City's partnership with TRISTAR since 2015; it has been a distinct pleasure to serve as the City's third party administrator for workers' compensation claims. Over the duration of our partnership with the City TRISTAR is pleased to report a 12% reduction in outstanding liabilities. The reduction in outstanding liabilities constitutes a savings to the City in excess of \$900,000. In consideration of the optional service years indicated in the original agreement, TRISTAR is proposing the fee schedule below for TRISTAR services and administration fees for your Self Insured Workers' Compensation program. The agreement would commence as of 9/1/18.

The current annual fee is \$205,000 for a dedicated Claims Examiner exclusively available to the City's program. TRISTAR annual Claims Administration fees for FY 2015 through FY 2018 have remained flat with no annual increases at \$205,000. The proposed fee schedule on a go-forward basis is listed below. Subsequent year's claims administration fees would be subject to an increase by an amount not to exceed the 3.5%. Based on this, the final totals for each fiscal year are:

FY 2015/2016	\$205,000
FY 2016/2017	\$205,000
FY 2017/2018	\$205,000
FY 2018/2019	\$225,500
FY 2019/2020	\$236,775
FY 2020/2021	\$245,062
FY 2021/2022	\$251,182

The costs for managed care services will remain consistent with TRISTAR's 2018 preferred provider rates.

Sincerely,

Adrian Garcia
Director of Sales and Client Solutions.
916-631-0415 x 3496
Adrian.Garcia@tristargroup.net

3710 Gold Canal Drive, Rancho Cordova, CA 95670
(916) 631-0415 x 3496 • (916) 852-5390 Fax • Adrian.Garcua@tristargroup.net



COUNCIL COMMUNICATION

CC #: 9431

File #: 0200 & 0201-01

Title: Economic Analysis of Future Commercial Development - Professional Services Agreement and Budget Adjustment

Contact: Greg Bitter 916-774-5294 gbitter@roseville.ca.us

Meeting Date: 8/1/2018

Item #: 7.20.

RECOMMENDATION TO COUNCIL

The Development Services Department, Planning Division, requests that the City Council take the following actions:

- A. Adopt a resolution authorizing the Acting City Manager to execute a Professional Services Agreement with Economic and Planning Systems, Inc.
- B. Adopt an Ordinance approving a Budget Adjustment in the amount of \$50,000.00 for services related to an economic analysis of future commercial development within the City.

BACKGROUND

Over the past several years, the City has received multiple requests to change the land use and zoning designations of various parcels in the western portion of the city from commercial to residential. These requests have primarily been for parcels in the West Roseville, Sierra Vista and Creekview Specific Plan areas. Each of these specific plans was approved with a balanced mix of land uses that included neighborhood and community serving commercial sites that would support the proposed residential development. As each specific plan is adopted, a fiscal analysis is performed to ensure that the proposed mix of land uses will generate sufficient financial benefit to offset the cost of providing municipal services to the new growth areas. This is consistent with the City's General Plan policy requiring all growth areas to have a neutral or positive fiscal impact. The right mix of residential and non-residential land uses is essential to ensure that new growth is not fiscally disadvantageous to the City.

In order to better understand the fiscal implications of such land use changes and appropriately respond to these requests, staff is proposing to prepare an analysis of the future absorption and need for commercial land in the western portion of the City, and the fiscal impacts associated with this future absorption. Such an analysis will better inform staff as to the relationship between residential and commercial development in order to ensure there is an adequate allocation of commercial property to support the services necessary for residential build-out of the

City. Staff proposes enter into a Professional Services Agreement with Economic and Planning Systems Inc. (EPS) to prepare this market analysis. EPS was selected to prepare this analysis due to their extensive experience with the City's various specific plan fiscal models, and experience with evaluating the fiscal impacts of previous land use changes.

In addition to this analysis, EPS will prepare a memorandum that will provide economic data related to the City's roadway improvement prioritization plans. Specifically, EPS will analyze the economic benefits of the Blue Oaks Bridge widening and the Roseville Parkway extension. These roadway improvements were presented to Council earlier this year with the Capital Improvement Program (CIP) Sensitivity Analysis. At that time, Council directed staff to augment the sensitivity analysis to compare the economic impacts of the two roadway improvements on a 10-year time horizon. The proposed scope of work will provide that analysis.

Budget Adjustment

The contract is proposed to be funded with \$33,000 from the General Plan Maintenance Fee account and \$17,000 from the Transportation Mitigation Fee account. A budget adjustment is required to appropriate funds from these accounts for this purpose.

FISCAL IMPACT

As described above under Budget Adjustment, the economic analysis will be fully funded with \$33,000 from the General Plan Maintenance Fee and \$17,000 from the Transportation Mitigation Fee and involves no use of General Fund money.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of the professional services agreement and budget adjustment is not expected to result in measurable economic development impacts or job creation. However, the work product of the proposed agreement will provide the City with information to guide future land use decisions that are more than likely to have an impact on economic development and job creation.

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 changes in the environment (CEQA Guidelines §15061(B)(3)). Approval of a professional services agreement and budget adjustment do not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Greg Bitter, Planning Manager

Mike Isom, Acting Development Services Director



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-323

Professional Services Agreement

Ordinance No. 6002

Budget Adjustment

RESOLUTION NO. 18-323

APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
ROSEVILLE AND ECONOMIC AND PLANNING SYSTEMS INC., AND AUTHORIZING
THE ACTING CITYMANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a professional services agreement for technical support for City of Roseville future growth subareas, by and between the City of Roseville and Economic and Planning Systems 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 Acting 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

PROFESSIONAL SERVICES AGREEMENT

Project: Technical Support for City of Roseville Future Growth Subareas

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and Economic and
Planning Systems Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of technical support for City
of Roseville future growth subareas; and

WHEREAS, CONSULTANT has prepared a proposal dated June 8, 2018, 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 fifty thousand dollars (\$50,000.00).

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. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or

expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

CONSULTANT

Mike Isom
Acting Development Services Director
311 Vernon Street
Roseville, CA 95678

Amy Lapin
Executive Vice President
400 Capitol Mall, 28th Floor
Sacramento, CA 95814

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

ECONOMIC AND PLANNING SYSTEMS
INC., a California corporation

BY: _____
DOMINICK CASEY
Acting City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: David Zehnder
Vice President

and
BY: 
its: David Zehnder
Chief Financial Officer

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MIKE ISOM
Acting Development Services Director

"Exhibit A"

June 8, 2018

Greg Bitter
Planning Manager
City of Roseville
311 Vernon Street
Roseville, CA 95678

Subject: Proposal to Provide Technical Support for the City of Roseville
Future Growth Subareas; EPS #182004

Dear Greg:

Economic & Planning Systems, Inc. (EPS) appreciates the opportunity to provide technical support to the City of Roseville (City) in planning for future development in the western portion of the City (Future Growth Subareas). This letter and attached Proposed Scope of Work (**Attachment A**) describe EPS's understanding and approach to completing the work.

Project Understanding

EPS understands future development in the City predominantly will occur west of Fiddymment Road in the Future Growth Subareas, which comprise several City Specific Plan and infill areas, as listed below:

- Amoruso Ranch Specific Plan.
- Creekview Specific Plan.
- Sierra Vista Specific Plan.
- Westbrook Specific Plan.
- West Roseville Specific Plan.
- HP Campus Oaks Master Plan.
- Other areas west of Fiddymment Road.

To date, the City has received several requests to rezone commercial property to residential property in various Future Growth Subareas. In response, the City has requested EPS provide technical support to assist the City in their decision-making process related to current and future rezone requests in the Future Growth Subareas.

EPS will work with the City to provide technical support and prepare three discrete technical memoranda summarizing requested analyses. The first analysis will summarize estimated annual absorption of planned development in the Future Growth Subareas over a 10-year time period to be determined through discussions with City staff and the City's transportation consultant, DKS. The absorption analysis will be based

The Economics of Land Use



Economic & Planning Systems, Inc.
400 Capitol Mall, 28th Floor
Sacramento, CA 95814
916 649 8010 tel
916 649 2070 fax

Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

on historical residential and commercial growth patterns, planned capacity, current and projected economic market conditions, and regional growth projections. The second memorandum will summarize the cumulative fiscal impacts to the City's General Fund of one to two land use scenarios to be determined through discussions with City staff following the results of the market absorption analysis. Finally, the third memorandum will summarize the findings related to metrics used to help the City prioritize new roadway construction that benefit existing and new development in the existing City and Future Growth Subareas. Included with this letter is a Proposed Scope of Work (**Attachment A**) that describes the work program EPS has prepared to complete these analyses.

Key Personnel

Managing Principal Jamie Gomes will serve as Principal-in-Charge of this project and will provide guidance and input as needed. Executive Vice President Amy Lapin will serve as Project Manager and will conduct the day-to-day management of this project. Associate Mark Polhemus will serve as the lead technical analyst and additional staff may assist with compiling data and completing analysis as needed.

Schedule

EPS will begin working on this project as soon as contract approval is received, and EPS will provide the City with accurate information and work products on a schedule that meets the City's needs.

Budget

The estimated budget to complete this work is **\$50,000**. This budget amount reflects the Scope of Work described in **Attachment A** and reflects up to 2 in-person meetings with City staff and other relevant parties. EPS charges for its services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, you will be billed only for the work completed up to the authorized budget amount. Travel, data, or reproduction expenses will be billed at cost, and invoices are submitted monthly and are payable on receipt. If additional work is required, EPS will request authorization for additional budget with the understanding that terms will be negotiated in good faith. EPS's Hourly Billing Rates and Standard Terms and Conditions are attached as part of this letter agreement.

Again, EPS would appreciate the opportunity to work on this project. If you have questions or require changes to this proposal letter or **Attachment A**, please call Project Manager Amy Lapin at (916) 649-8010.

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC.



Jamie Gomes
Managing Principal

Attachment A

Proposed Scope of Work

Future Growth Subareas Technical Support

Introduction

This Proposed Scope of Work describes the preparation of technical support analyses for the City's Future Growth Subareas.

Proposed Scope of Work

Task 1: Prepare Future Growth Subareas Market Absorption Analysis

Because landowners have submitted several requests to rezone commercially designated property to residential land uses, the City seeks to understand the relation between residential and commercial development to ensure adequate capacity to accommodate commercial uses supported by residential development.

EPS will work with the City to prepare an annual absorption analysis for the City's Future Growth Subareas over a 10-year time period to be determined through discussions with City staff and the City's transportation consultant, DKS. Initiation of this task will include a meeting with City staff and DKS to determine the appropriate period of evaluation. If requested, EPS can be available to meet with City staff and the City's planning consultant, AECOM, to discuss coordinating this analysis with the City's ongoing General Plan Update efforts.

The absorption analysis will focus on the estimated amount of residential market absorption, as well as the amount of proposed commercial development that may be supported by residential growth both inside and outside, to the extent applicable, of the Future Growth Subareas. To the extent possible, the analysis will indicate the general location in the Future Growth Subareas of development occurring on an annual basis.

The absorption analysis will also include a general discussion regarding typical characteristics retailers seek when determining conducive development sites. This discussion, coupled with the overall assessment of supportable commercial development, will assist the City in their decision-making process related to current and future rezone requests in the Future Growth Subareas.

To complete the work effort, EPS will rely on the following information:

- The City's General Plan, Future Growth Subareas Specific Plans, and related Specific Plan Amendments approved to date.
- Historical and projected development trends and relationships at the local and regional level.
- City development activity logs and data.
- Population and household data from the California State Department of Finance, US Census Bureau, and other sources.

- Commercial market data from CoStar.
- Any other available market data and trend information.

EPS will prepare a draft memorandum to support the findings of the analysis. The memorandum will include all supporting data and information used to make such findings. EPS will submit the draft memorandum to the City for review and comment. EPS will prepare a final memorandum to respond to City comments and changes, if necessary.

Task 2: Prepare Fiscal Impact Analysis

EPS will prepare a fiscal impact analysis based on one or two land use scenarios determined through discussions with City staff following review and discussion of the market absorption analysis in **Task 1**. The fiscal impact analysis will evaluate the impact of estimated land use development on the City's General Fund. The impacts will be estimated based on one or more phases, as determined through discussions between EPS and City staff. Based on initial discussions, EPS will not be preparing an annual fiscal impact analysis. The analysis will use the same analytical methods as prior fiscal impact analyses conducted for the City. Subtasks related to completing the fiscal impact analysis are described below.

Subtask 2.1: Perform Budget Analysis and Identify Fiscal Issues

EPS will derive baseline cost and revenue parameters for the fiscal impact analysis from the current fiscal year City budget and discussions with City staff. EPS will identify other indicators and issues related to the City's fiscal condition from the City's annual budget.

Subtask 2.2: Forecast Public Service Costs

EPS will estimate the cost of most municipal services required to serve the anticipated Future Growth Subareas land uses based on the City's current levels of service. Accordingly, the fiscal impact analysis primarily will use an "average-cost" methodology, based on currently budgeted expenditures and existing service demand from residents and employees. As part of this analysis, EPS will identify, through staff interviews as necessary, any unique impacts of the anticipated Future Growth Subareas land uses on City expenditures and will develop appropriate methodologies and data sources to develop a marginal-cost calculation to reflect the City's desired level of service.

Subtask 2.3: Forecast Public Revenues

EPS will estimate the General Fund revenues expected to be generated by the anticipated Future Growth Subareas land uses using forecasting techniques appropriate to each revenue source, which typically involves a simulation of each revenue source. For example, to estimate property tax revenue, EPS will forecast the assessed value of the anticipated Future Growth Subareas land uses' proposed development and calculate the share of property tax revenue the City will be allocated, taking into account applicable tax sharing agreements in the Future Growth Subareas. The sales tax revenue forecast will reflect the anticipated incomes and expenditure patterns of new residents or employees.

Subtask 2.4: Analyze Net Fiscal Effects

Drawing from the revenue and expenditure projections developed in the preceding subtasks, EPS will estimate the potential fiscal effects of the determined land use scenarios. EPS will present the cost and revenue estimates in a format clearly indicating the net fiscal effects resulting from

implementation of the anticipated Future Growth Subareas land uses. If the anticipated Future Growth Subareas land uses are estimated to produce a net fiscal deficit, EPS will include suggested modifications to the analysis assumptions or potential fiscal mitigation measures.

Subtask 2.5: Prepare Fiscal Impact Analysis Memorandum

EPS will summarize, in a concise memorandum with supporting appendices, the research, analysis, and conclusions of the work described above. EPS will issue a draft memorandum to the City for review and comment. After receiving all comments, EPS will prepare a final memorandum, incorporating any suggested City edits, if necessary.

Task 3: Prepare Roadway Prioritization Analysis

Preceding this task, the City will work with DKS to run the traffic model based on the absorption estimates prepared by EPS in **Task 1**. The model will be run with the inclusion of 2 key roadway improvements: (1) the Blue Oaks Bridge Widening, and (2) the Roseville Parkway Extension. DKS will provide to the City and EPS a comparison of traffic impacts related to these 2 improvements. These impacts are anticipated to include findings for each improvement, including overall hours of delay reduction, dwelling unit equivalents (DUEs) served, and cumulative vehicle miles travelled (VMT). The City will also provide to EPS cost estimates for each improvement, previously prepared by engineering firm, Mark Thomas.

EPS will use the results of the Traffic Analysis to identify from 2 to 4 metrics to assist the City in considering the priorities for roadway improvements to serve the existing City and Future Growth Subareas. Some metrics may include those listed below:

- Improvement costs per DUE.
- Comparison of cost per reductions in VMT.
- Comparison of cost per delay reductions (hours).
- Other metrics as determined through discussions between EPS and City staff.

Based on EPS's experience working on Benefit Cost Analyses (BCA) for TIGER grant applications, EPS will consider one or more of the quantitative methods used in those analyses for application to this assignment. EPS will work with the City to vet the proposed methodology before conducting the research. As discussed, depending on the methodology or methodologies employed, EPS may need data and input from City staff and from the City's transportation engineering consultants.

EPS will prepare a draft memorandum to support the findings of the analysis. The memorandum will include all supporting data and information used to make such findings. EPS will submit the draft memorandum to the City for review and comment, and EPS will prepare a final memorandum to respond to City comments and changes, if necessary.

2018 HOURLY BILLING RATES

Sacramento Office

Managing Principal	\$260–\$290
Senior Principal	\$300
Principal	\$230–\$245
Executive/Senior Vice President	\$230
Vice President	\$205
Senior Technical Associate	\$190
Senior Associate	\$175
Associate	\$160
Research Analyst II	\$120
Research Analyst I	\$90
Production and Administrative Staff	\$80

Billing rates updated annually.



ORDINANCE NO. 6002

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
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 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the economic analysis of future commercial development, per request of the Development Services Department, as listed on the attached Request for Budget Adjustment in the amount of \$50,000.00.

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 _____, 2018, 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*: Brandy LeBeau
DEPARTMENT/DIVISION*: Development Services Business Services
FISCAL YEAR/EFFECTIVE DATE*: FY19
PROPOSED COUNCIL DATE (if applicable): 08/01/2018

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
33,000	90018	5101	100	170058	30	Fund EPS Professional Services - Economic Analysis
17,000	90003	5101	221	969001	30	Fund EPS Professional Services - Sensitivity Analysis
\$ 50,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
33,000	90018	3421	100	170058	70	Additional Revenue from GPU Fee
17,000	00221	3610	221	969001	70	Revenue from TMF Fee
\$ 50,000	TOTAL					

FINANCE USE	Approved:					
		7/13/18			7/16/18	
	BUDGET MANAGER/DISEGNEE	DATE		Finance Director	Date	

Justification for Budget Adjustment*:

Additional revenue from the General Plan Update Fee collected yearly to fund EPS professional services agreement to assist with general plan update economic analysis of future commercial development. Funding from the City Traffic Mitigation Fund to assist with the economic analysis associated with the CIP Sensitivity Analysis.

Approved:		Approved:	
	7/11/18		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 9418

File #: 0800-03 & 0201-01

Title: Greenhouse Gas Proceeds - Budget Adjustment
Contact: Joanna Cucchi 916-746-1609 jcucchi@roseville.ca.us

Meeting Date: 8/1/2018

Item #: 7.21.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt an ordinance to approve a budget adjustment to fund the Multi-Family Upgrade program and the Refrigerator Replacement & Recycling program. The total amount of the budget adjustment is \$1,150,000.00. Funds are available in the Electric CARB fund, which is funded with greenhouse gas auction proceeds from the State of California's Cap and Trade program.

BACKGROUND

As required under Assembly Bill 32, California's Global Warming Solution Act of 2006, Council approved the electric utility's 2016 and 2017 Greenhouse Gas Auction Proceeds Spending Plans. Both plans included program spending for multi-family upgrades and refrigerator replacement and recycling. In order to implement the programs and spending plans, a budget adjustment is required.

This budget adjustment will fund two energy efficiency programs. The Multi-Family Upgrade program will provide energy efficiency upgrades for residents in multi-family homes. The Refrigerator Replacement & Recycling program will provide new refrigerators to income qualified customers and recycle the older units.

FISCAL IMPACT

The programs will cost \$1,150,000.00 and funds are available in the Electric CARB fund.

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 changes in the environment (CEQA Guidelines §15061(B)(3)). A budget adjustment does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Joanna Cucchi, Senior Electric Business Analyst

Michelle Bertolino, Electric Utility Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Ordinance No. 6000

budget adjustment

ORDINANCE NO. 6000

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
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 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for Roseville Electric Utility's Multi-Family Upgrade program and Refrigerator Replacement & Recycling program, per the request of the Electric Department as listed on the attached Request for Budget Adjustment in the amount of \$1,150,000.00.

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 _____, 2018, 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*: Joanna Cucchi

DEPARTMENT/DIVISION*: Electric/Administration

FISCAL YEAR/EFFECTIVE DATE*: 2018-2019

PROPOSED COUNCIL DATE (if applicable): 08/01/2018

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
1,150,000	08650	5900	496			Electric CARB/Program Rebates
\$ 1,150,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
1,150,000			496			Electric CARB Fund/Available Resources
\$ 1,150,000	TOTAL					

FINANCE USE	Approved:		7/3/18		7/3/18
		BUDGET MANAGER/DESIGNEE	DATE	Finance Director	Date

Justification for Budget Adjustment*:

The Green House Gas Free Allowance Proceeds Spending Plans for 2016 and 2017, approved by City Council, funded two energy efficiency programs. The two programs are the multi-family direct install program and the low income refrigerator recycling program. This budget adjustment will provide spending authority for the two programs.

Approved:		6/26/18	Approved:	
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE		CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 9415

File #: 0400-04-12 & 0800-06

Title: Second Reading - Sierra Vista Specific Plan Mitigation Fee Program Update -
Municipal Code Amendment

Contact: Chris Kraft 916-774-5373 ckraft@rosville.ca.us

Meeting Date: 8/1/2018

Item #: 7.22.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 5997 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 4.47.040, 4.47.070, 4.47.080, 4.47.090, 4.47.100, 4.47.110, 4.47.120, 4.47.130, 4.47.140 AND 4.47.150 OF CHAPTER 4.47 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SIERRA VISTA SPECIFIC PLAN MITIGATION FEE, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

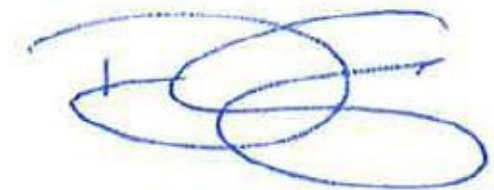
ENVIRONMENTAL REVIEW

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)). Amendments to Chapter 4.47 and approval of a form Reimbursement Agreement do not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

Respectfully Submitted,

Chris Kraft, Engineering Manager

Mike Isom, Acting Development Services Director



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Ordinance No. 5997

ORDINANCE NO. 5997

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS
4.47.040, 4.47.070, 4.47.080, 4.47.090, 4.47.100, 4.47.110, 4.47.120, 4.47.130, 4.47.140 AND
4.47.150 OF CHAPTER 4.47 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING SIERRA VISTA SPECIFIC PLAN MITIGATION FEE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 4.47.040 of Chapter 4.47 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.47.040 Payment of SVSP mitigation fee.

Except as otherwise provided by this chapter, the fee imposed pursuant to this chapter shall be paid at or prior to the issuance of any building permit within the SVSP. If a fee reimbursement is then outstanding pursuant to a fee credit and reimbursement agreement when an owner seeks to record a small-lot final map for single-family development, the improvements fee portion of the fee imposed pursuant to this chapter shall be paid at or prior to the recordation of such small-lot final map, in accordance with the Study, and the administration and city park land portion of the fee will continue to be-paid at or prior to the issuance of any building permit.

Calculation of the fee shall be determined in accordance with the Study and this chapter depending upon where within the SVSP such development occurs, the type of development, and the extent of development. Descriptions of land use categories in this chapter, except as otherwise noted in the Study or the SVSP, are utilized in the same manner as in the general plan. Portions of the specific plan planned for public facilities and for church use are exempt from the fee.

SECTION 2. Section 4.47.070 of Chapter 4.47 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.47.070 SVSP mitigation fee—CG Barbaccia Trust.

The fee in that portion of the SVSP which is in the CG Barbaccia Trust owner subarea shall be:

Fee	Source	Residential				Nonresidential		
		LDR	MDR	HDR	MU [1]	CC [1]	BP [1]	MU [1]
		<u>per unit</u>	<u>per unit</u>	<u>per unit</u>	<u>per unit</u>	<u>per sq. ft.</u>	<u>per sq. ft.</u>	<u>per sq. ft.</u>
City Park Land Fee	Table 8	\$2,329	\$1,990	\$1,650	\$1,650	\$0.00	\$0.00	\$0.00

Infrastructure Fee									
Gross Fee									
Open Space Allocation	Table 1	\$17,301	\$15,920	\$9,946	\$10,321	\$19.39	\$20.52	\$19.39	
Public Land Allocation	Table E-1	\$1,403	\$1,198	\$994	\$0	\$0.00	\$0.00	\$0.00	
Net Infrastructure Fee	Table D-1	\$1,354	\$1,354	\$840	\$0	\$0.00	\$0.00	\$0.00	
		\$20,058	\$18,472	\$11,780	\$10,321	\$19.39	\$20.52	\$19.39	
Administration Fee (2% of Gross Fee)		\$346	\$318	\$199	\$206	\$0.39	\$0.41	\$0.39	
Total SVSP Fee		\$22,733	\$20,780	\$13,629	\$12,177	\$19.78	\$20.93	\$19.78	

"fee_CGB"

[1] Net Infrastructure Fee equals Gross Fee amount because this ownership entity does not currently have any of this type of land use within its area. Amounts would be adjusted if necessary because of land use changes.

SECTION 3. Section 4.47.080 of Chapter 4.47 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.47.080 SVSP mitigation fee—MILLC (Mourier Investments).

The fee in that portion of the SVSP which is in the MILLC (Mourier Investments) owner subarea shall be:

Fee	Source	Residential				Nonresidential		
		LDR	MDR	HDR	MU	CC	BP	MU
		<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>
City Park Land Fee	Table 8	\$2,329	\$1,990	\$1,650	\$1,650	\$0.00	\$0.00	\$0.00
Infrastructure Fee								
Gross Fee								
Open Space Allocation	Table 1	\$17,301	\$15,920	\$9,946	\$10,321	\$19.39	\$20.52	\$19.39
Public Land Allocation	Table E-2	(\$775)	(\$662)	(\$549)	(\$549)	(\$0.52)	(\$0.52)	(\$0.52)
Net Infrastructure Fee	Table D-2	(\$313)	(\$313)	(\$194)	(\$194)	(\$0.44)	(\$0.48)	(\$0.44)
		\$16,213	\$14,945	\$9,203	\$9,578	\$18.43	\$19.52	\$18.43
Administration Fee (2% of Gross Fee)		\$346	\$318	\$199	\$206	\$0.39	\$0.41	\$0.39
Total SVSP Fee		\$18,888	\$17,253	\$11,052	\$11,434	\$18.82	\$19.93	\$18.82
"fee. MI"								

"fee_MI"

SECTION 4. Section 4.47.090 of Chapter 4.47 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.47.090 SVSP mitigation fee—DF Properties.

The fee in that portion of the SVSP which is in the DF Properties owner subarea shall be:

Fee	Source	Residential				Nonresidential		
		LDR	MDR	HDR	MU	CC	BP	MU
				[1]	[1]		[1]	[1]

		<u>per unit</u>	<u>per unit</u>	<u>per unit</u>	<u>per unit</u>	<u>per sq. ft.</u>	<u>per sq. ft.</u>	<u>per sq. ft.</u>
City Park Land Fee	Table 8	\$2,329	\$1,990	\$1,650	\$1,650	\$0.00	\$0.00	\$0.00
Infrastructure Fee								
Gross Fee								
Open Space Allocation	Table 1	\$17,301	\$15,920	\$9,946	\$10,321	\$19.39	\$20.52	\$19.39
Public Land Allocation	Table E-3	\$396	\$338	\$0	\$0	\$0.26	\$0.00	\$0.00
Net Infrastructure Fee	Table D-3	\$2,162	\$2,162	\$0	\$0	\$3.07	\$0.00	\$0.00
		\$19,859	\$18,420	\$9,946	\$10,321	\$22.72	\$20.52	\$19.39
Administration Fee (2% of Gross Fee)		\$346	\$318	\$199	\$206	\$0.39	\$0.41	\$0.39
Total SVSP Fee		\$22,534	\$20,728	\$11,795	\$12,177	\$23.11	\$20.93	\$19.78

"fee_DF"

[1] Net Infrastructure Fee equals Gross Fee amount because this ownership entity does not currently have any of this type of land use within its area. Amounts would be adjusted if necessary because of land use changes.

SECTION 5. Section 4.47.100 of Chapter 4.47 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.47.100 SVSP mitigation fee—Westpark Federico/MILLC.

The fee in that portion of the SVSP which is in the Westpark Federico/MILLC owner subarea shall be:

Fee	Source	Residential				Nonresidential		
		LDR	MDR	HDR	MU	CC	BP [1]	MU
		<u>per unit</u>	<u>per unit</u>	<u>per unit</u>	<u>per unit</u>	<u>per sq. ft.</u>	<u>per sq. ft.</u>	<u>per sq. ft.</u>
City Park Land Fee	Table 8	\$2,329	\$1,990	\$1,650	\$1,650	\$0.00	\$0.00	\$0.00
Infrastructure Fee								
Gross Fee								
Open Space Allocation	Table 1	\$17,301	\$15,920	\$9,946	\$10,321	\$19.39	\$20.52	\$19.39
Public Land Allocation	Table E-4	(\$1,541)	(\$1,316)	(\$1,092)	(\$1,092)	(\$1.02)	\$0.00	(\$1.02)
Net Infrastructure Fee	Table D-4	(\$1,827)	(\$1,827)	(\$1,132)	(\$1,132)	(\$2.59)	\$0.00	(\$2.59)
		\$13,933	\$12,777	\$7,722	\$8,097	\$15.78	\$20.52	\$15.78
Administration Fee (2% of Gross Fee)		\$346	\$318	\$199	\$206	\$0.39	\$0.41	\$0.39
Total SVSP Fee		\$16,608	\$15,085	\$9,571	\$9,953	\$16.17	\$20.93	\$16.17

"fee_FED"

[1] Net Infrastructure Fee equals Gross Fee amount because this ownership entity does not currently have any of this type of land use within its area. Amounts would be adjusted if necessary because of land use changes.

SECTION 6. Section 4.47.110 of Chapter 4.47 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.47.110 Reserved.

SECTION 7. Section 4.47.120 of Chapter 4.47 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.47.120 Reserved.

SECTION 8. Section 4.47.130 of Chapter 4.47 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.47.130 Reserved.

SECTION 9. Section 4.47.140 of Chapter 4.47 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.47.140 SVSP mitigation fee—Baseline P&R LLC.

The fee in that portion of the SVSP which is in the Baseline P&R LLC owner subarea shall be:

Fee	Source	Residential				Nonresidential		
		LDR	MDR	HDR	MU	CC	BP	MU
		<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>
City Park Land Fee	Table 8	\$2,329	\$1,990	\$1,650	\$1,650	\$0.00	\$0.00	\$0.00
Infrastructure Fee								
Gross Fee								
Open Space Allocation	Table 1	\$17,301	\$15,920	\$9,946	\$10,321	\$19.39	\$20.52	\$19.39
Public Land Allocation	Table E-5	\$1,997	\$1,706	\$1,415	\$1,415	\$1.33	\$1.33	\$1.33
Net Infrastructure Fee	Table D-5	\$391	\$391	\$243	\$243	\$0.56	\$0.60	\$0.56
		\$19,689	\$18,017	\$11,604	\$11,979	\$21.28	\$22.45	\$21.28
Administration Fee (2% of Gross Fee)		\$346	\$318	\$199	\$206	\$0.39	\$0.41	\$0.39
Total SVSP Fee		\$22,364	\$20,325	\$13,453	\$13,835	\$21.67	\$22.86	\$21.67
<i>"fee_BASE"</i>								

SECTION 10. Section 4.47.150 of Chapter 4.47 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.47.150 SVSP mitigation fee—Baybrook LP.

The fee in that portion of the SVSP which is in the Baybrook LP owner subarea shall be:

Fee	Source	Residential				Nonresidential		
		LDR	MDR	HDR	MU	CC	BP	MU
			[1]	[1]		[1]	[1]	
		<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per unit</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>	<i>per sq. ft.</i>

City Park Land Fee	Table 8	\$2,329	\$1,990	\$1,650	\$1,650	\$0.00	\$0.00	\$0.00
Infrastructure Fee								
Gross Fee								
Open Space Allocation	Table 1	\$17,301	\$15,920	\$9,946	\$10,321	\$19.39	\$20.52	\$19.39
Public Land Allocation	Table E-6	(\$7,596)	\$0	\$0	(\$5,383)	\$0.00	\$0.00	(\$5.05)
Net Infrastructure Fee	Table D-6	(\$4,246)	\$0	\$0	(\$2,633)	\$0.00	\$0.00	(\$6.03)
		\$5,459	\$15,920	\$9,946	\$2,305	\$19.39	\$20.52	\$8.31
Administration Fee (2% of Gross Fee)		\$346	\$318	\$199	\$206	\$0.39	\$0.41	\$0.39
Total SVSP Fee		\$8,134	\$18,228	\$11,795	\$4,161	\$19.78	\$20.93	\$8.70

"fee_BAY"

[1] Net Infrastructure Fee equals Gross Fee amount because this ownership entity does not currently have any of this type of land use within its area. Amounts would be adjusted if necessary because of land use changes.

SECTION 11. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 12. 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 #: 9416
File #: 0800-03

Title: Second Reading - Community Solar - Roseville Municipal Code Amendment
Contact: Joanna Cucchi 916-746-1609 jcucchi@roseville.ca.us

Meeting Date: 8/1/2018
Item #: 7.23.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 5998 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING SECTION 14.24.073 TO CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING COMMUNITY SOLAR, for second reading and adoption.

BACKGROUND

Not Applicable.

FISCAL IMPACT

Not Applicable.

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 changes in the environment (CEQA Guidelines §15061(B)(3)). Adoption of Roseville Solar rates does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Joanna Cucchi, Senior Electric Business Analyst

Michelle Bertolino, Electric Utility Director



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Ordinance No. 5998

ORDINANCE NO. 5998

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING SECTION 14.24.073 TO CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING COMMUNITY SOLAR

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 14.24.073 is hereby added to Chapter 14.24 of Title 14 of the Roseville Municipal Code, to read as follows:

14.24.073 Community Solar

Community solar is a voluntary program open to residential customers.

Customers can select to participate in either the community solar 100% or community solar 50% programs. Customers with community solar 100% will offset their consumption with energy from local solar. Customers with community solar 50% will offset 50% of their consumption with energy from local solar.

Customers choosing to participate in Roseville community solar will pay all charges defined in the customer's applicable rate class. In addition, participants will pay the Roseville community solar rate and receive the community solar credit outlined below.

Community solar customers will be charged the community solar rate and credited the community solar credit. Community solar charges and credits shall be established using the customer's total monthly kWh metered consumption and their selected participation rate.

Customers enrolled in the Low Income Rate Reduction program as defined in 14.24.079 can participate in Roseville community solar 100% and receive community solar Low Income Rate Reduction credit.

Community solar rates and credits, effective July 1, 2018:

100% Participation	
Rate	\$0.10 per kWh
Credit	\$0.08 per kWh
50% Participation	
Rate	\$0.05 per kWh
Credit	\$0.04 per kWh

Low Income Rate Reduction 100%	
Rate	\$0.10 per kWh
Credit	\$0.10 per kWh

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 #: 9417
File #: 0800-03

Title: Second Reading - Electricity Rates for Unmetered Pole Attachments - Municipal Code Amendment
Contact: Joanna Cucchi 916-746-1609 jucchi@roseville.ca.us

Meeting Date: 8/1/2018
Item #: 7.24.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 5999 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 14.24.055 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ELECTRICAL ENERGY, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

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 changes in the environment (CEQA Guidelines §15061(B)(3)). Pole attachment electricity rates do not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

Respectfully Submitted,

Joanna Cucchi, Senior Electric Business Analyst

Michelle Bertolino, Electric Utility Director



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Ordinance No. 5999

ORDINANCE NO. 5999

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION
14.24.055 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING ELECTRICAL ENERGY

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 14.24.055 of Chapter 14.24 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

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 January 1, 2016.

Customer Charge	\$33.74 per meter, per month
Energy Charge	\$0.0332 per kWh
California Renewable Energy Requirement Surcharge	\$0.0056 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

D. City-Owned Electric Vehicle Charging Rate. For city-owned electric vehicle charging stations, the rate will be \$0.30 per kWh.

E. Pole Attachment Rate. This rate applies to general service accounts attached to unmetered Roseville assets where the consumption of electricity is small or can be predetermined with reasonable accuracy by reference to the capacity of equipment served and the hours of operation. Roseville Electric will calculate electricity consumption in lieu of providing metering equipment.

Basic Service Charge	\$10.28 per attachment, per month
Energy Charge	\$0.1138 per kWh
California Renewable Energy Requirement Surcharge	\$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	\$0.0002 per kWh

F. 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 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 #: 9420
File #: 0400-07

Title: Sierra Vista - KT Properties Large Lot Subdivision Final Map
Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 8/1/2018
Item #: 7.25.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the easements offered thereon, but reject at this time, on behalf of the public, all irrevocable offers of dedication, and approve the abandonment of the easements and rights of way listed thereon.

BACKGROUND

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

This map will be creating 5 residential development large lots and 1 remainder lot.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

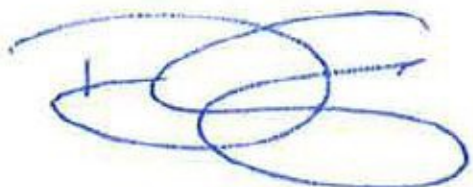
Pursuant to the City of Roseville CEQA Implementing Procedures and the California Quality Act (CEQA) this project is consistent with the Sierra Vista Specific Plan FEIR (SCH# 2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program

approved by the City of Roseville on June 6, 2012.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Acting Development Services Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Final Map

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 SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND 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 EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.)

(C) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF SEWER PIPES WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THAT LAND SHOWN HEREON AND DESIGNATED "SEWER EASEMENT".

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

(A) AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS WESTBROOK BOULEVARD, VISTA GRANDE BOULEVARD, SIERRA VILLAGE DRIVE, AND VISTA PARK DRIVE AND THE AREAS SHOWN HEREON AS I.O.D. / R.O.W.

BASELINE P & R, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: AKT INVESTMENTS, INC.,
A CALIFORNIA CORPORATION
ITS MANAGING MEMBER

BY: _____
NAME: _____
ITS: _____

NOTES

- ALL CURVES DIMENSIONED WITH LENGTH, RADIUS, DELTA, CHORD BEARING AND CHORD DISTANCE.
- ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
- DUE TO ROUNDING, THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- TOTAL AREA FOR THIS "SIERRA VISTA" SUBDIVISION IS 267.959± AC. GROSS, CONSISTING OF 5 RESIDENTIAL DEVELOPMENT LOTS AND 1 DESIGNATED REMAINDER LOT.
- PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFERS OF DEDICATION/RIGHTS-OF-WAY (IOD/ROW) AND EASEMENTS NOT SHOWN HEREON ARE HEREBY ABANDONED:

(A) THOSE PORTIONS OF THE IOD/ROW DESCRIBED IN DOCUMENT NUMBER 2015-0064318 AFFECTING LOTS 1, 2, 3, 4 AND 5 SHOWN HEREON.

(B) THOSE PORTIONS OF THE PUBLIC UTILITY EASEMENT DESCRIBED IN DOCUMENT NUMBER 2015-0064325 AFFECTING LOTS 1, 2, 3, 4, AND 5 SHOWN HEREON.

SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION
SUBDIVISION NUMBER PL15-0192

BEING ALL OF RESULTANT PARCEL 3 OF THAT LOT LINE ADJUSTMENT FILED IN DOCUMENT NUMBER 2014-0024961, ALSO BEING A PORTION OF THE SOUTH 1/2 OF SECTION 35 AND A PORTION OF THE EAST 1/2 OF SECTION 34 TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA JULY, 2018

MURRAY SMITH & ASSOCIATES
SHEET 1 OF 8

NOTARY'S ACKNOWLEDGMENT

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

STATE OF _____)
) SS
COUNTY OF _____)

ON _____ BEFORE ME,
_____; A 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 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: _____
NOTARY PRINTED NAME: _____
MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.
MY NOTARY COMMISSION NO. _____
MY COMMISSION EXPIRES ON: _____

RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, 20__ AT _____.M. IN BOOK ____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MSA ENGINEERING, INC.

RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA
BY: _____ DEPUTY
DOCUMENT NO.: _____
FEE \$ _____

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION" 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 AKT DEVELOPMENT CORPORATION ON AUGUST 2017. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2020, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MICHAEL S. COSTA LS 6600
EXPIRATION DATE: 12-31-19

DATED



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISION OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BE COMPLIED WITH.

MARC STOUT R.C.E. 69879
CITY ENGINNER, CITY OF ROSEVILLE
LICENSE EXPIRES SEPTEMBER 30, 2018

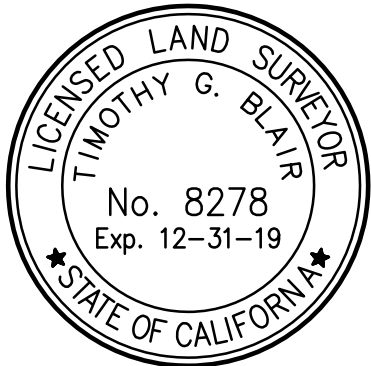
DATE

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF "SIERRA VISTA - KT PROPERTIES LARGE LOT MAP" IS TECHNICALLY CORRECT.

FOR MARC STOUT CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2019

DATE



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC SUBJECT TO IMPROVEMENT, THE EASEMENTS OFFERED HEREON FOR DEDICATION. THE CITY COUNCIL REJECTS AT THIS TIME BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE EASEMENTS AND RIGHTS OF WAY LISTED HEREON WITH NOTE 5 ON SHEET 1.

CITY CLERK, CITY OF ROSEVILLE

DATE

BY: _____
ASSISTANT CITY CLERK

LEGEND

- ...SECTION QUARTER CORNER AS NOTED
- ...SECTION CORNER AS NOTED
- ...SECTION QUARTER CORNER SEARCHED FOR BUT NOT FOUND
- ...SECTION CORNER SEARCHED FOR BUT NOT FOUND
- ...SET 5/8" REBAR WITH PLASTIC PLUG STAMPED "LS 6600"
- ...SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 6600"
- ...DIMENSION POINT
- ...MONUMENT TO BE SET PER THAT FINAL MAP OF "SIERRA VISTA-FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL 15-0192" RECORDED IN BOOK EE OF MAPS, AT PAGE 6
- R.S. ...RECORD OF SURVEY
- P.M. ...PARCEL MAP
- DN ...DOCUMENT NUMBER
- (R) ...RADIAL
- (OA) ...OVERALL
- P.U.E. ...PUBLIC UTILITY EASEMENT
- P.E. ...PEDESTRIAN EASEMENT
- L.E. ...LANDSCAPE EASEMENT
- L.L.T.M. ...LARGE LOT TENTATIVE MAP
- S.L.T.M. ...SMALL LOT TENTATIVE MAP
- N.T.S. ...NOT TO SCALE

FOUND 3-1/4" BRASS
CAP STAMPED LS 4533
STAMPED AS SHOWN

T 11 N R 5 E
S33 | S34
LS 4533

MOURIER
INVESTMENTS, LLC
DN 2007-0076354

21
EE B.M. 6

22
EE B.M. 6

25
EE B.M. 6

26
EE B.M. 6

34
EE B.M. 6

VISTA GRANDE BOULEVARD

FOUND 2" ALUMINUM
MONUMENT STAMPED
AS SHOWN

T 11 N R 5 E
1/4
S35 | S36
2005
4 5 3 3

PARCEL A
15 P.M. 143

FOUND 2-1/2" BRASS
DISC IN MONUMENT
WELL STAMPED AS
SHOWN

T 11 N
S36 | S31
LS 3680 1988

FIDDYMENT ROAD

DESIGNATED
REMAINDER LOT
SHEET 8

LOT 5
SHEET 7

LOT 4
SHEET 6

LOT 3
SHEET 5

LOT 2
SHEET 4

LOT 1
SHEET 3

KV SIERRA VISTA, LLC
DN 2015-0053568

KV SIERRA VISTA, LLC
DN 2015-0053568

SEE DETAIL BELOW

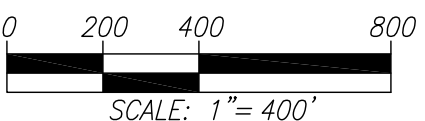
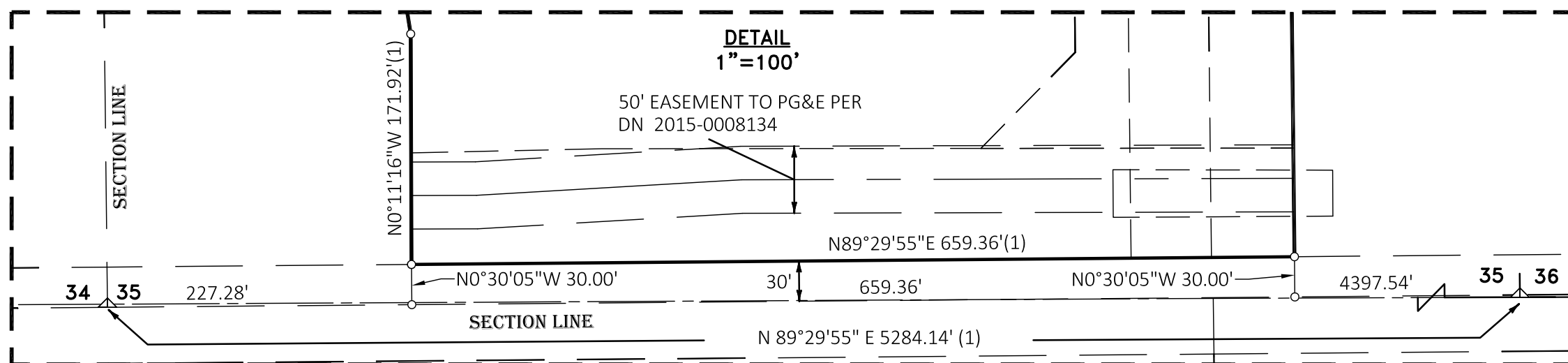
KV SIERRA VISTA, LLC
DN 2015-0053568

BASELINE ROAD

BASIS OF BEARINGS
N89°30'37"E 26420.96'(1)

REFERENCES:

- (1) 22 R.S. 135
- (2) D.N. 2014-0010532
- (3) D.N. 2003-0058642
- (4) D.N. 2015-0008134
- (5) D.N. 2015-0070559
- (6) EE B.M. 6



SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION
SUBDIVISION NUMBER PL15-0192
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DOCUMENT NUMBER 2014-0024961, ALSO BEING A PORTION OF THE SOUTH
1/2 OF SECTION 35 AND A PORTION OF THE EAST 1/2 OF SECTION 34
TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
JULY, 2018
MURRAY SMITH & ASSOCIATES
SHEET 2 OF 8

SEE SHEET 7
LOT 5

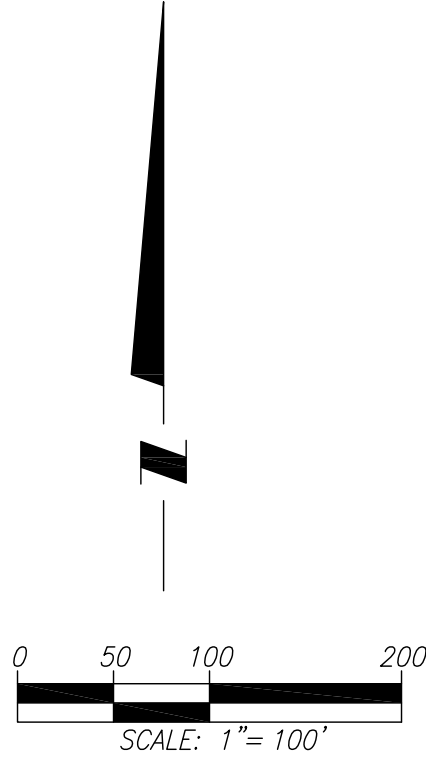
SEE SHEET 4
LOT 2

SEE SHEET 5
LOT 3

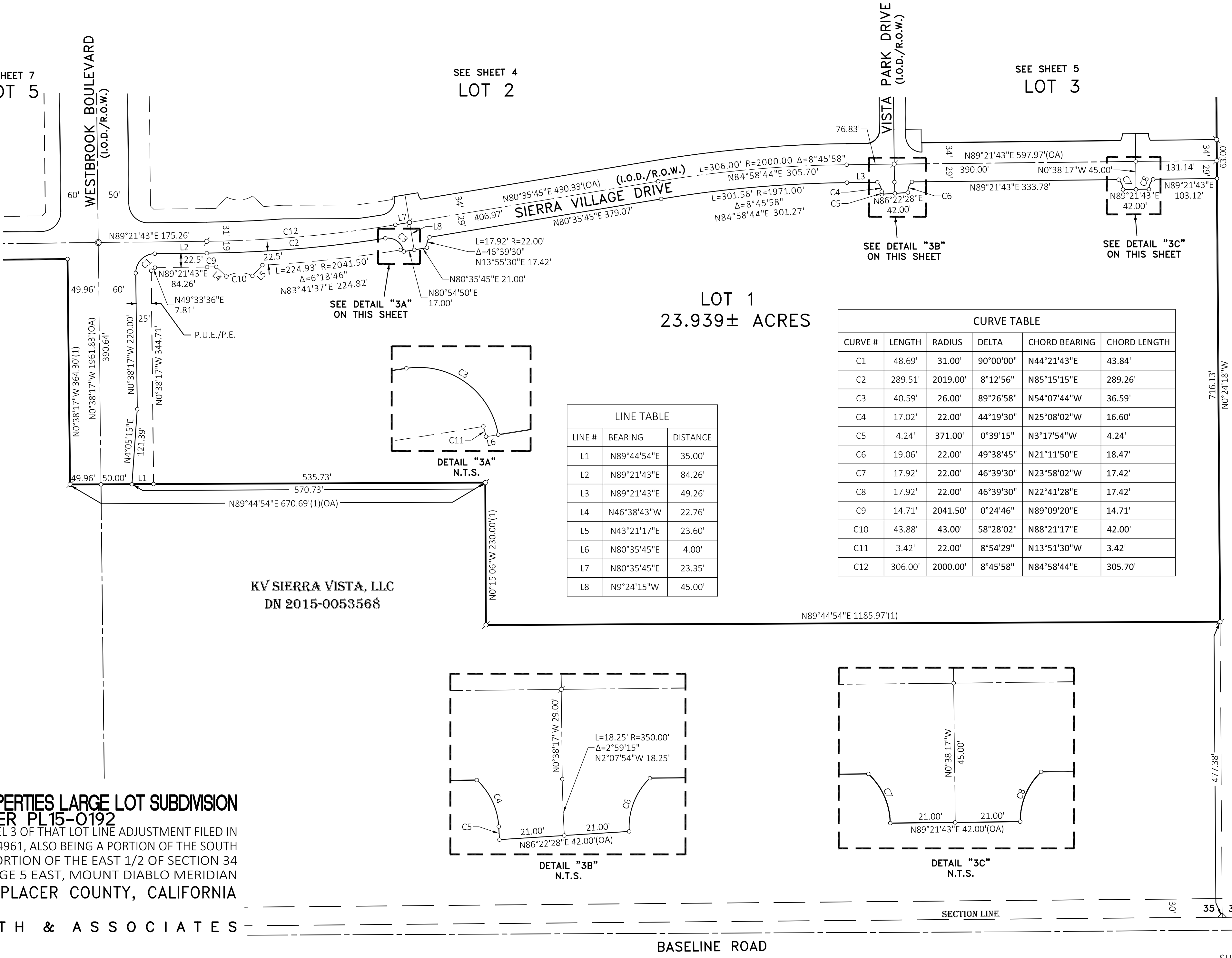
KV SIERRA VISTA, LLC
DN 2015-0053568

KV SIERRA VISTA, LLC
DN 2015-0053568

LOT 1
23.939± ACRES

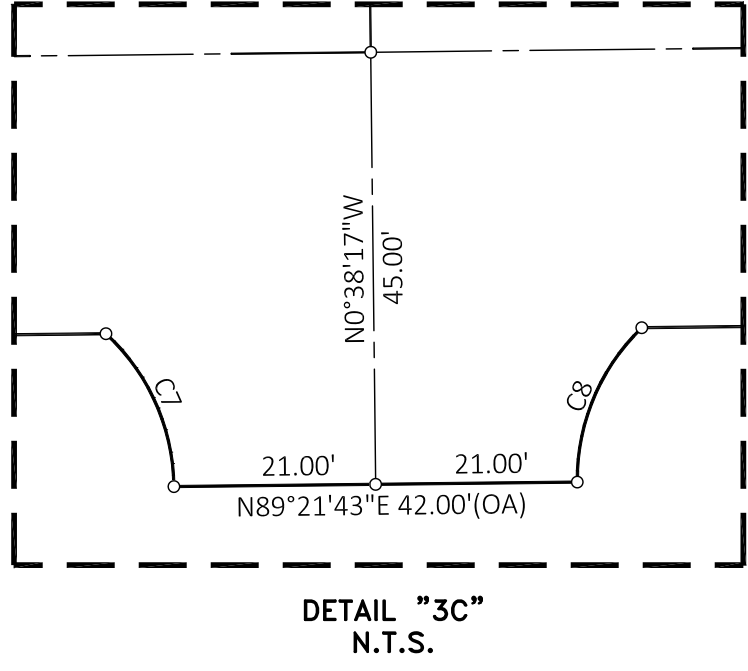
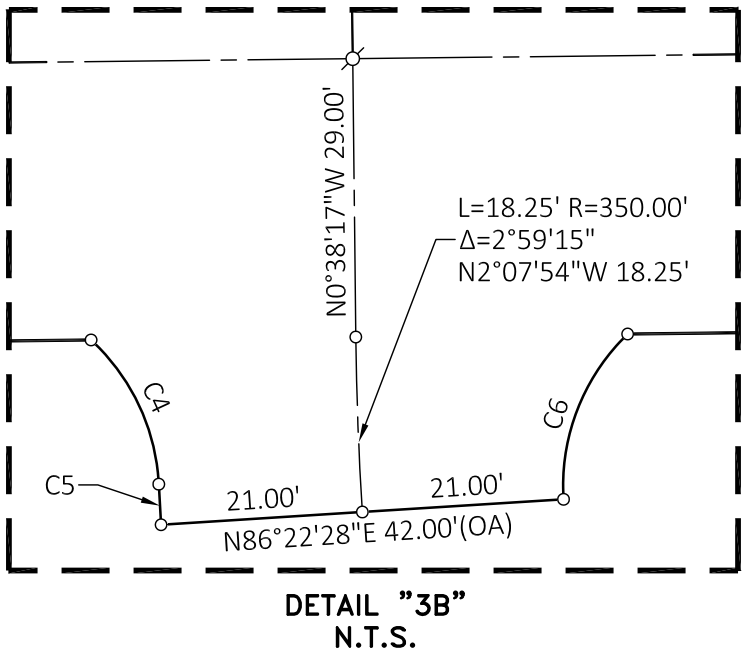


SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION
SUBDIVISION NUMBER PL15-0192
BEING ALL OF RESULTANT PARCEL 3 OF THAT LOT LINE ADJUSTMENT FILED IN DOCUMENT NUMBER 2014-0024961, ALSO BEING A PORTION OF THE SOUTH 1/2 OF SECTION 35 AND A PORTION OF THE EAST 1/2 OF SECTION 34 TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
JULY, 2018
MURRAY SMITH & ASSOCIATES



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°44'54"E	35.00'
L2	N89°21'43"E	84.26'
L3	N89°21'43"E	49.26'
L4	N46°38'43"W	22.76'
L5	N43°21'17"E	23.60'
L6	N80°35'45"E	4.00'
L7	N80°35'45"E	23.35'
L8	N9°24'15"W	45.00'

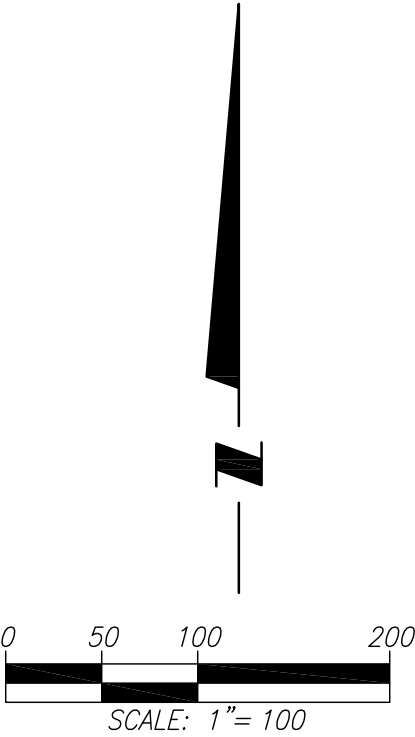
CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	48.69'	31.00'	90°00'00"	N44°21'43"E	43.84'
C2	289.51'	2019.00'	8°12'56"	N85°15'15"E	289.26'
C3	40.59'	26.00'	89°26'58"	N54°07'44"W	36.59'
C4	17.02'	22.00'	44°19'30"	N25°08'02"W	16.60'
C5	4.24'	371.00'	0°39'15"	N3°17'54"W	4.24'
C6	19.06'	22.00'	49°38'45"	N21°11'50"E	18.47'
C7	17.92'	22.00'	46°39'30"	N23°58'02"W	17.42'
C8	17.92'	22.00'	46°39'30"	N22°41'28"E	17.42'
C9	14.71'	2041.50'	0°24'46"	N89°09'20"E	14.71'
C10	43.88'	43.00'	58°28'02"	N88°21'17"E	42.00'
C11	3.42'	22.00'	8°54'29"	N13°51'30"W	3.42'
C12	306.00'	2000.00'	8°45'58"	N84°58'44"E	305.70'



SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION
SUBDIVISION NUMBER PL15-0192
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CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
JULY, 2018
MURRAY SMITH & ASSOCIATES

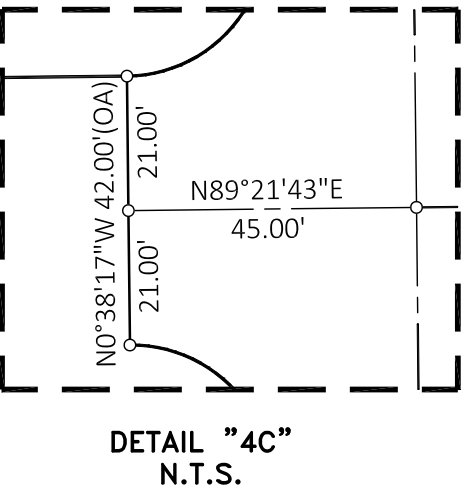
SEE SHEET 6

LOT 4



LINE TABLE		
LINE #	BEARING	DISTANCE
L7	N80°35'45"E	23.35'
L9	N9°24'15"W	45.10'
L10	N89°21'43"E	31.83'
L11	N80°51'55"E	21.00'
L12	N80°35'45"E	17.00'
L13	N89°21'43"E	94.26'
L14	N0°38'17"W	4.00'
L15	N89°21'43"E	9.00'
L16	N0°38'17"W	16.50'
L17	N80°35'45"E	4.00'
L18	N42°45'51"E	24.88'
L19	N89°21'43"E	85.26'

LOT 3
SEE SHEET 5

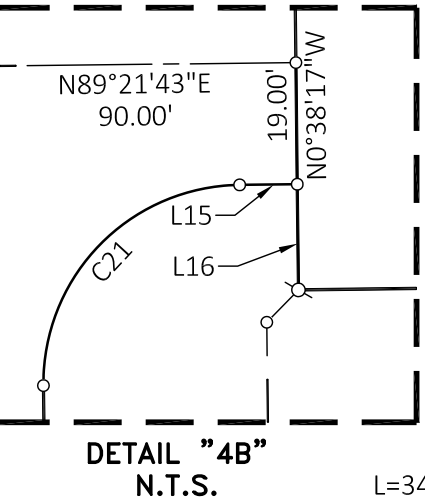
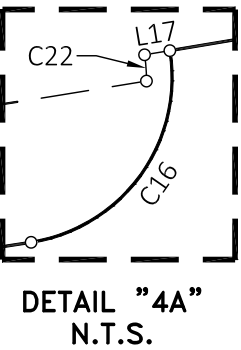


CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C12	306.00'	2000.00'	8°45'58"	N84°58'44"E	305.70'
C13	9.82'	22.00'	25°34'59"	N13°25'46"W	9.74'
C14	51.17'	2286.00'	1°16'57"	N88°43'14"E	51.17'
C15	34.56'	22.00'	90°00'00"	N44°21'43"E	31.11'
C16	41.10'	26.00'	90°34'33"	N35°53'01"E	36.95'
C17	39.77'	1981.00'	1°09'01"	N81°44'49"E	39.77'
C18	123.79'	1969.00'	3°36'08"	N87°33'39"E	123.77'
C20	48.69'	31.00'	90°00'00"	N45°38'17"W	43.84'
C21	48.69'	31.00'	90°00'00"	N44°21'43"E	43.84'
C22	4.12'	22.00'	10°44'05"	N4°02'13"W	4.12'
C23	59.55'	1959.00'	1°44'30"	N81°24'33"E	59.55'
C24	30.29'	1947.00'	0°53'29"	N86°10'57"E	30.29'
C25	43.88'	43.00'	58°28'02"	N87°45'51"E	42.00'
C26	15.70'	1947.00'	0°27'43"	N89°07'51"E	15.70'

LOT 1

SEE SHEET 3

LOT 2
18.145± ACRES



LOT 5
SEE SHEET 7

WESTBROOK BOULEVARD
(I.O.D./R.O.W.)

VISTA PARK DRIVE
(I.O.D./R.O.W.)

SIERRA VILLAGE DRIVE
(I.O.D./R.O.W.)

LOT 4
SEE SHEET 6

LOT 3
15.864± ACRES

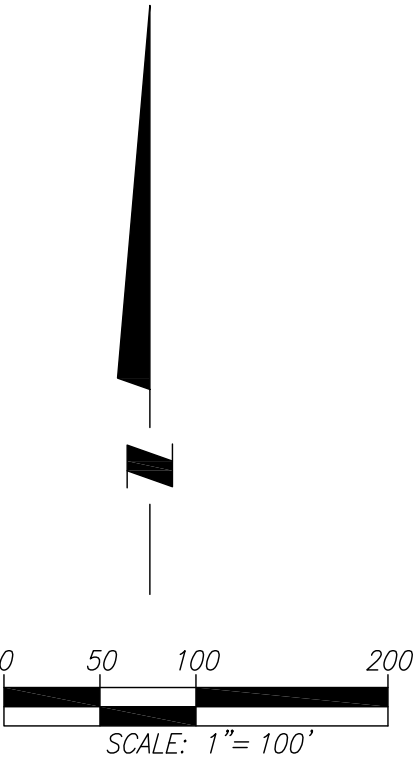
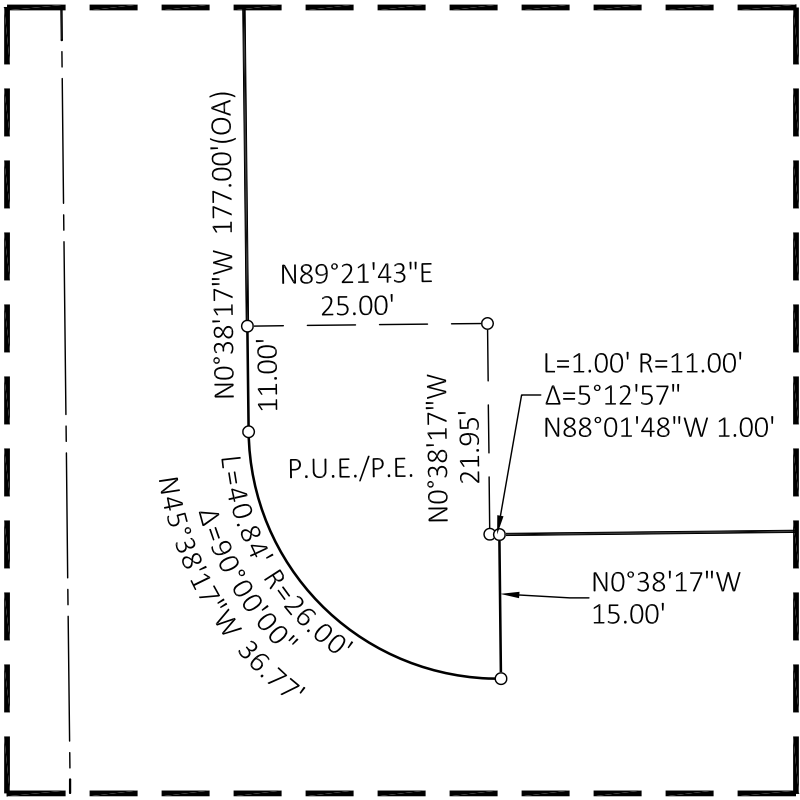
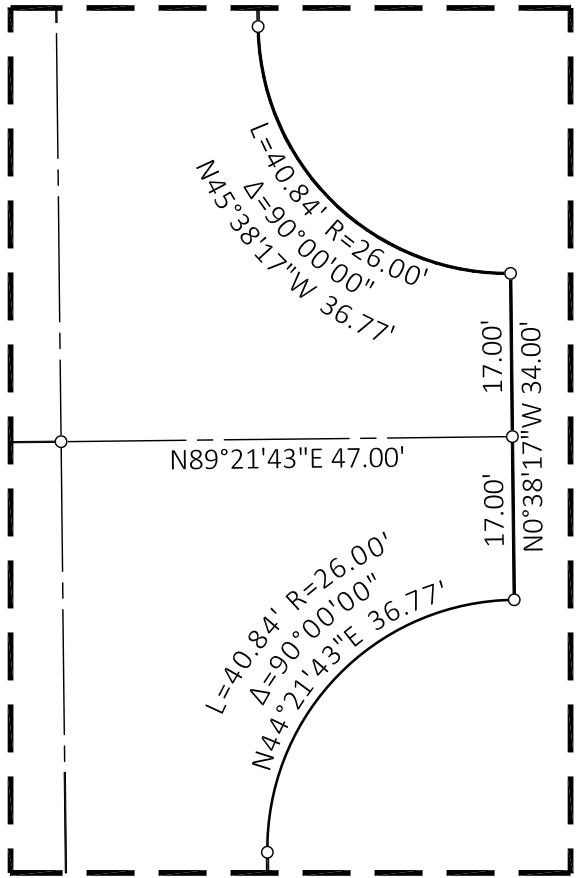
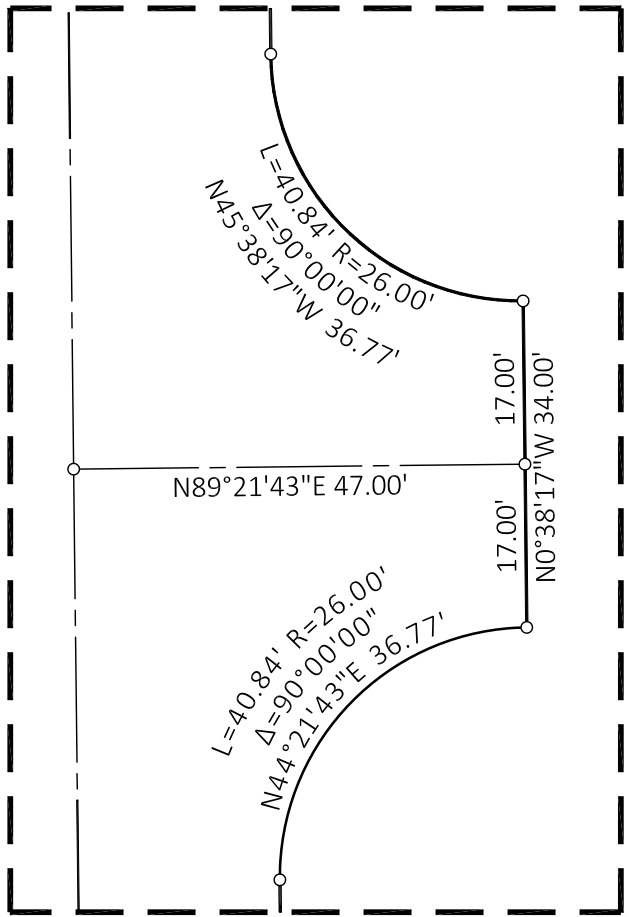
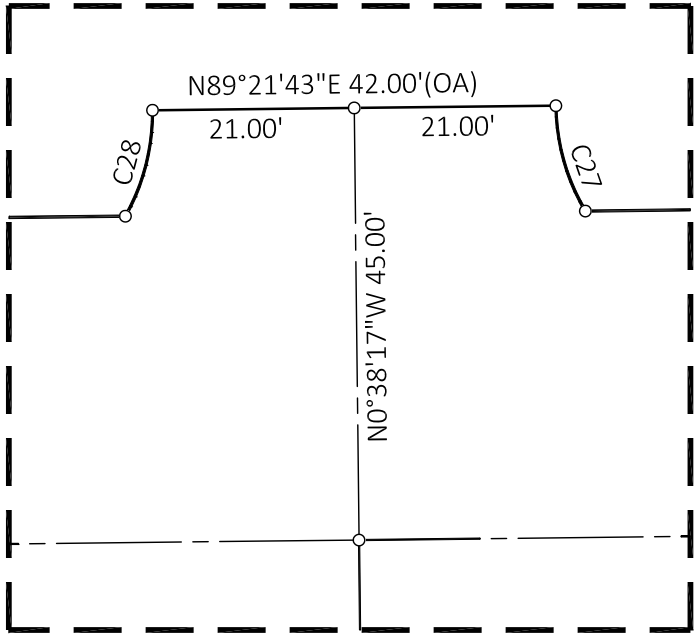
LOT 2
SEE SHEET 4

SEE SHEET 3

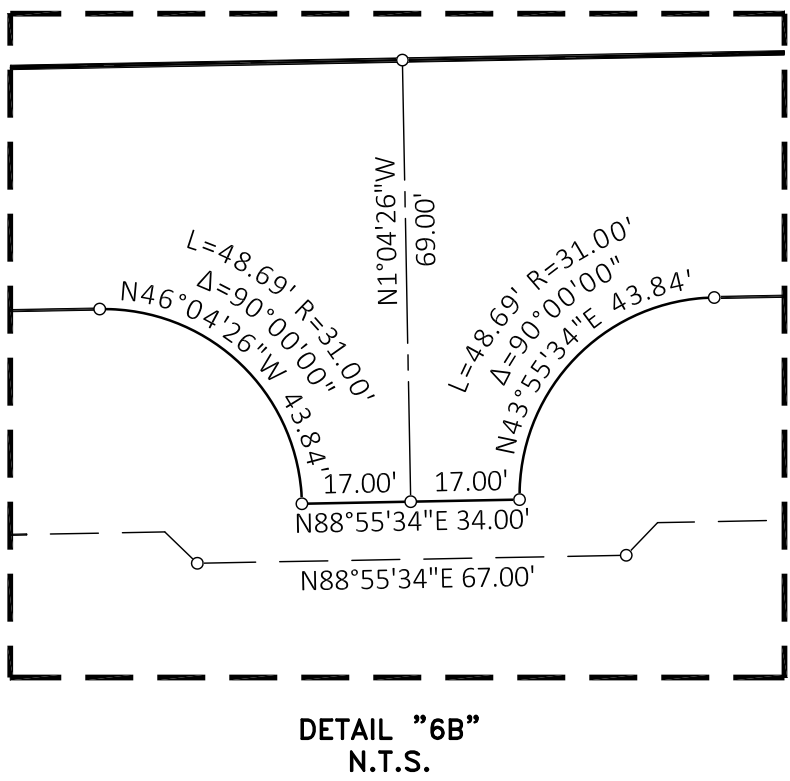
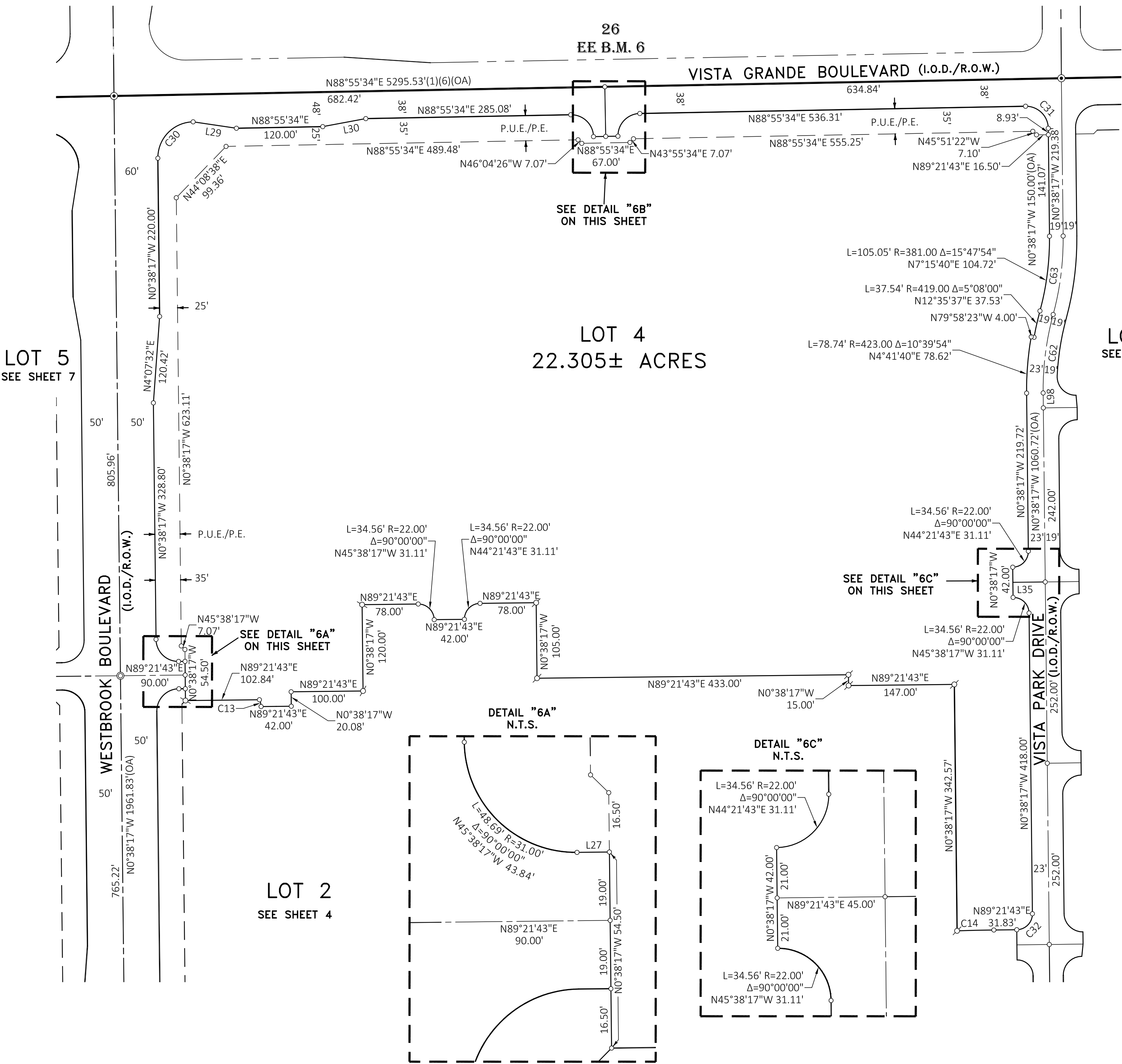
LINE TABLE		
LINE #	BEARING	DISTANCE
L21	N0°38'17"W	15.00'
L22	N0°38'17"W	11.00'
L23	N89°21'43"E	47.00'
L24	N89°21'43"E	47.00'
L25	N89°21'43"E	47.00'
L26	N89°21'43"E	47.00'
L98	N0°38'17"W	20.72'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C27	11.52'	22.00'	30°00'00"	N15°38'17"W	11.39'
C28	11.52'	22.00'	30°00'00"	N14°21'43"E	11.39'
C29	40.84'	26.00'	90°00'00"	N45°38'17"W	36.77'
C62	110.29'	400.00'	15°47'54"	N7°15'40"E	109.94'
C63	110.29'	400.00'	15°47'54"	N7°15'40"E	109.94'

PARCEL A
15 P.M. 143

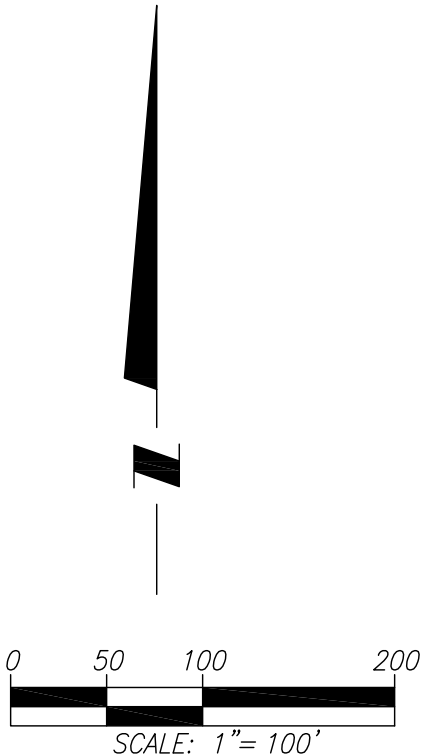


SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION
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CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
JULY, 2018
MURRAY SMITH & ASSOCIATES
SHEET 5 OF 8



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C13	9.82'	22.00'	25°34'59"	N13°25'46"W	9.74'
C14	51.17'	2286.00'	1°16'57"	N88°43'14"E	51.17'
C30	78.16'	50.00'	89°33'51"	N44°08'39"E	70.44'
C31	48.93'	31.00'	90°26'09"	N45°51'22"W	44.01'
C32	34.56'	22.00'	90°00'00"	N44°21'43"E	31.11'
C62	110.29'	400.00'	15°47'54"	N7°15'40"E	109.94'
C63	110.29'	400.00'	15°47'54"	N7°15'40"E	109.94'

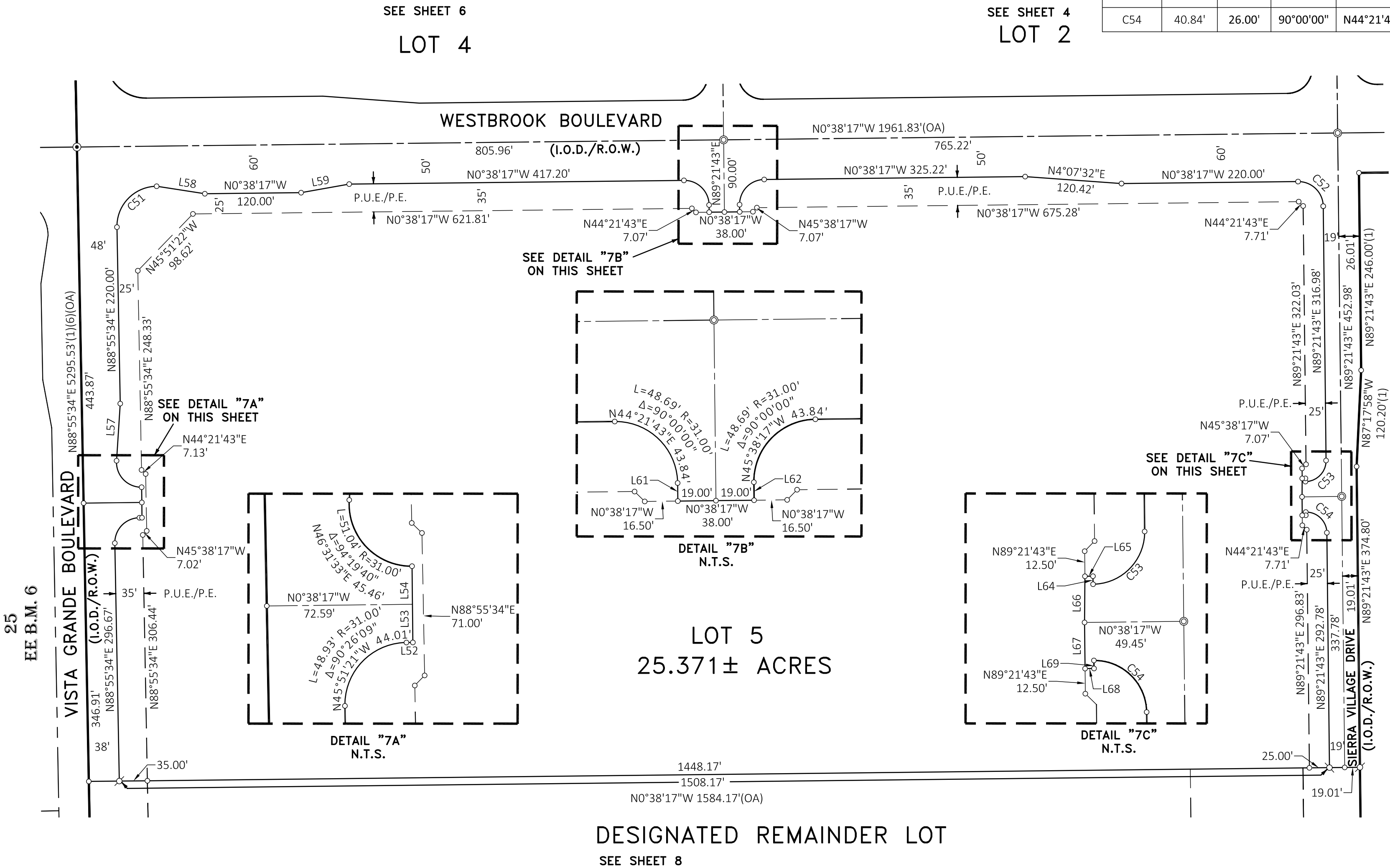
LINE TABLE		
LINE #	BEARING	DISTANCE
L27	N89°21'43"E	9.00'
L28	N0°38'17"W	4.00'
L29	N81°36'42"W	60.83'
L30	N79°27'50"E	60.83'
L31	N88°55'34"E	4.00'
L32	N1°04'26"W	9.00'
L33	N1°04'26"W	9.00'
L34	N88°55'34"E	4.00'
L35	N89°21'43"E	45.00'
L98	N0°38'17"W	20.72'



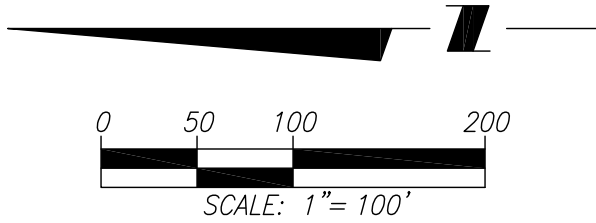
SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION
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MURRAY SMITH & ASSOCIATES
SHEET 6 OF 8

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C51	78.92'	50.00'	90°26'09"	N45°51'21"W	70.98'
C52	48.69'	31.00'	90°00'00"	N44°21'43"E	43.84'
C53	40.84'	26.00'	90°00'00"	N45°38'17"W	36.77'
C54	40.84'	26.00'	90°00'00"	N44°21'43"E	36.77'

LINE TABLE		
LINE #	BEARING	DISTANCE
L52	N0°38'17"W	3.21'
L53	N89°21'43"E	19.00'
L54	N89°21'43"E	19.00'
L57	N86°18'37"W	71.35'
L58	N8°49'27"E	60.83'
L59	N10°06'01"W	60.83'
L61	N89°21'43"E	9.00'
L62	N89°21'43"E	9.00'
L64	N89°21'43"E	4.00'
L65	N0°38'17"W	4.00'
L66	N89°31'15"W	23.00'
L67	N89°21'43"E	23.00'
L68	N0°38'17"W	4.45'
L69	N89°21'43"E	4.00'

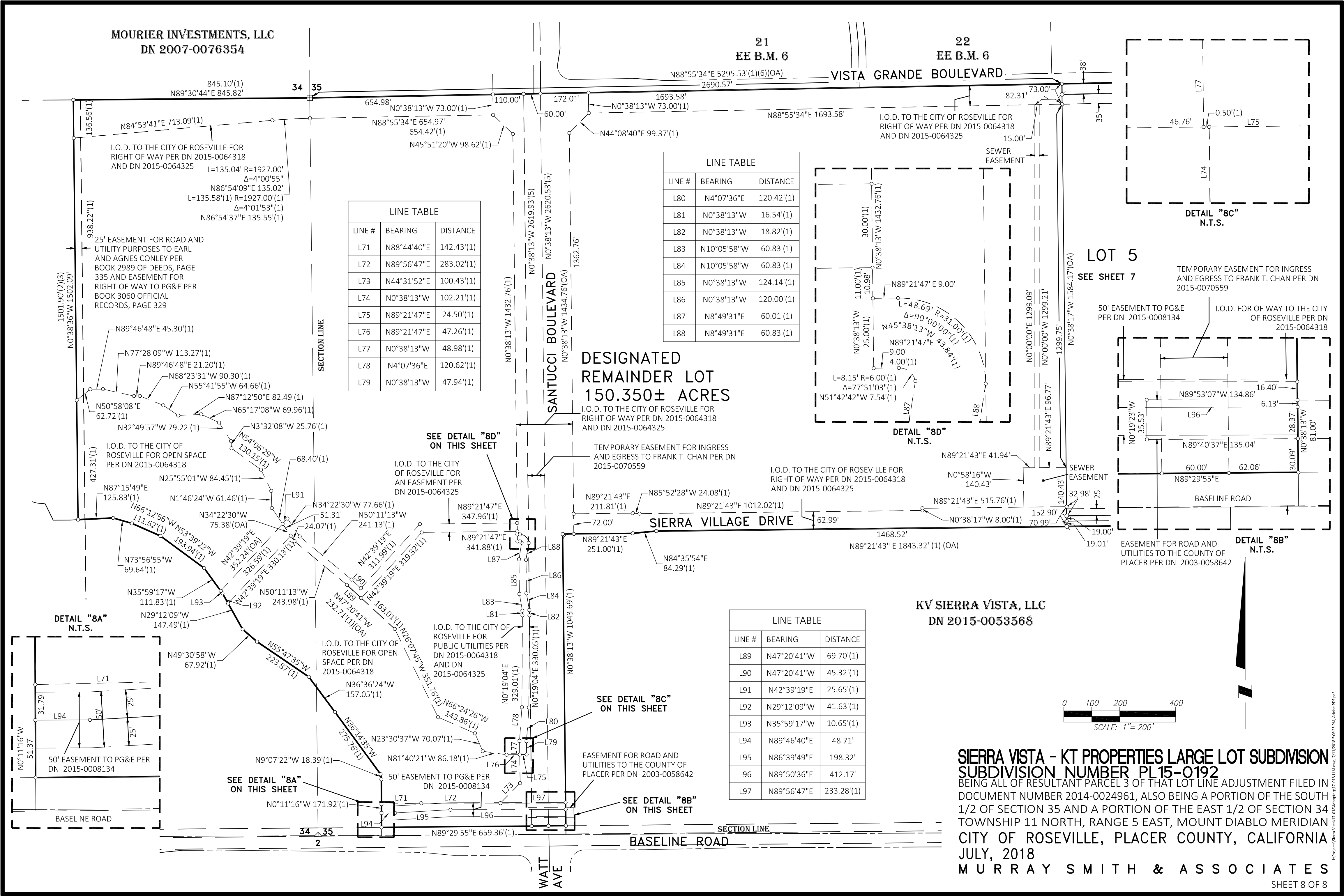


KV SIERRA VISTA, LLC
DN 2015-0053568



SIERRA VISTA - KT PROPERTIES LARGE LOT SUBDIVISION
SUBDIVISION NUMBER PL 15-0192
BEING ALL OF RESULTANT PARCEL 3 OF THAT LOT LINE ADJUSTMENT FILED IN
DOCUMENT NUMBER 2014-0024961, ALSO BEING A PORTION OF THE SOUTH
1/2 OF SECTION 35 AND A PORTION OF THE EAST 1/2 OF SECTION 34
TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
JULY, 2018
MURRAY SMITH & ASSOCIATES
SHEET 7 OF 8

J:\Projects\Sierra Vista\17-018 Mapping\17-018 LM.dwg 7/11/2018 5:06:12 PM Adobe PDF.pc3





COUNCIL COMMUNICATION

CC #: 9414
File #: 0600-02

Title: Out of State Travel Request - Electric Department
Contact: Philip McAvoy 916-774-5689 pmcavoy@roseville.ca.us

Meeting Date: 8/1/2018
Item #: 7.26.

RECOMMENDATION TO COUNCIL

Staff recommends Council approve out-of-state travel for two Roseville Electric Utility employees to attend the federal Western Area Power Administration's Technology & Security Symposium in Colorado on August 20-21, 2018. Funding is available in the electric utility's FY2018-19 budget.

BACKGROUND

The Roseville Electric Utility is subject to a variety of evolving federal regulations regarding physical and cyber security and management of power assets. The symposium will address the latest trends and issues related to physical and cyber threats to infrastructure, along with lifecycle management of electrical system assets. Staff's attendance will assist in their understanding of emerging technologies and managing and protecting the utility's physical and digital assets and discover innovative approaches, partnerships and technological advancements to address the unique security challenges facing utilities.

FISCAL IMPACT

The total expected cost of attending the symposium is less than \$3,000. Funds are available in the Fiscal Year 2018-19 Electric Operations Fund 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 changes in the environment (CEQA Guidelines §15061(B)(3)). Out of state travel does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Philip McAvoy, Assistant Electric Utility Director

Michelle Bertolino, Electric Utility Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, Acting City Manager



COUNCIL COMMUNICATION

CC #: 9440
File #: 0800-03

Title: Pioneer Community Energy - Joint Exercise of Powers Authority Agreements
Contact: Mark Riffey 916-746-1667 MRiffey@roseville.ca.us

Meeting Date: 8/1/2018
Item #: 8.1.

RECOMMENDATION TO COUNCIL

Recommend Council consider adopting a resolution authorizing the Acting City Manager to: (1) execute an "Associate Member Amendment to the Joint Exercise of Powers Agreement for the Establishment of the Pioneer Community Energy (mPOWER Program)" between the City of Roseville and Pioneer Community Energy for the purpose of establishing associate membership and authorizing the following related actions; (2) execute an "Administrative Services Agreement with Pioneer Community Energy for the Administration of the AB811 Property Assessed Clean Energy Program"; and (3) allow Pioneer Community Energy's mPOWER Program to accept applications from property owners, conduct contractual assessment proceedings, levy contractual assessments and provide financing within the incorporated territory of the City of Roseville.

Due to changes made by Placer County to the mPOWER program, the new agreements and resolutions require City Council approval to allow Roseville property owners to be eligible to apply for new mPOWER funding after June 30, 2018. The resolution and agreements will replace previously approved resolutions and agreements authorized by City Council that allowed Placer County's mPower PACE program to operate in Roseville. There is no cost to the City associated with the Council action.

BACKGROUND

Since 2008, the State of California has granted local governments the authority to establish and/or authorize programs for property owners to enter into contractual assessments to finance the installation of water and energy efficiency improvement projects, such as air conditioning systems, water heaters, windows, insulation and distributed renewable energy systems that are permanently attached to real property. The financing is amortized and annual installments are added to the property tax bill. These programs are known as Property Assessed Clean Energy or PACE. All property types are eligible including residential, commercial and industrial. Property owners must qualify to participate in the voluntary program. State law requires that locally elected boards, including City Councils, adopt a resolution authorizing PACE programs to operate in their jurisdictions.

In 2010, Placer County launched the mPOWER PACE program. Around the same time, City

Council authorized Placer County to operate and offer the mPOWER Program to Roseville residents and businesses. Similarly, all other cities in Placer County adopted resolutions to allow their property owners to participate in the mPOWER Program.

Currently, PACE programs are operating in over 420 cities and 48 counties in California. The table below provides a summary of the cities in the Sacramento region that have authorized PACE programs to operate in their jurisdictions:

County	Cities	Number of PACE programs operating
Sacramento	Sacramento, Citrus Heights, Orangevale, Folsom, Rancho Cordova, Elk Grove, Carmichael, Antelope, Fair Oaks	7
Placer	Auburn, Colfax, Lincoln, Loomis, Rocklin, Roseville	1 (mPower only)
El Dorado	Placerville, South Lake Tahoe	6
Yolo	West Sacramento, Winters, Davis, Woodland	3

There are currently one commercial (manufacturing) Roseville business and three residential mPower Pace program loan applications pending, that cannot be funded without City Council approval. One resident contacted City staff regarding the reasons for the delay and expressed his concern regarding the delay in processing his loan application.

Placer County Information

Placer County provided the following information regarding the mPower PACE program activities in Roseville:

Since 2009, the mPOWER Program has provided the following to Roseville property owners:

- \$13.3 million total projects completed and funded
- \$7.7 million residential projects completed
- \$5.6 million commercial projects completed
- 144 projects included solar
- 122 projects included air conditioning systems
- The largest project was a Roseville automall dealership that included solar, a cool roof, LED lighting and more.
- 56 contractors, listing the City of Roseville as their headquarters, have completed at least one project through mPOWER
- 237 jobs have been created in Roseville through the installation of improvements and the increased disposable income (as calculated by the American Council for an Energy Efficient Economy).

Following are conditions and terms for acquiring a PACE loan through the mPower program:

- Applicants must be the legal owner(s) of the property
- Property must be developed and located in Placer or Nevada County or the City of Folsom
- Property owner must be current on property tax payments and has not been in default for the past three years
- Property owner must be current on mortgages with no notice of default for the last five years

- Property owner must not have a record of bankruptcy for at least five years prior to application
 - Property cannot be subject to bankruptcy
 - Property cannot have any involuntary liens
 - For non-residential properties lender acknowledgement of the proposed assessment lien is required (program staff will work with property owner and the lender to obtain the necessary form)
 - In most cases, the financed amount cannot exceed 9.99% of property value plus improvements and cannot exceed the property equity.
 - The minimum amount that can be financed is \$2,500
 - The financing can be repaid over 5, 10, 15, or 20 years or less and is based on the useful life of the improvement(s). Multiple improvements may have varied payback periods – blended/step-down payback periods
 - Current interest rate is 6% (simple interest) and the financed amount is amortized.
- A PACE assessment is designed to stay with property after sale to any subsequent owner. However, mPOWER has noticed an increase in lender required pay-off requests for PACE assessments at the time of refinance and sale. If you plan on refinancing or selling, a PACE assessment may not be the right option.

One consumer protection feature of mPOWER is that the program includes a mandatory education element to help customers understand the risks and implication of a PACE loan.

Utility Benefits

The mPOWER program may provide benefit to Roseville utilities since many of the projects financed by the program help the utilities meet state mandated goals for energy efficiency and water conservation. The reduction in the use of electricity may reduce emissions and improve air quality, and supports the City's Communitywide Sustainability Plan. Renewable energy credits attributed to mPOWER financed projects in Roseville can be assigned to Roseville Electric Utility to assist with compliance of state mandated renewable energy requirements.

Community and Industry Communications

Over the past few years, City staff and City Council members have received a few requests from residents and others asking for the City to allow additional PACE program providers to operate in Roseville. Staff has not received complaints from Roseville residents or businesses regarding mPOWER PACE financed loans.

Staff is aware of concerns from real estate professionals and federal mortgage agencies regarding the PACE assessment's first-lien position. A first-lien position means that, in case of default, the PACE assessment must be paid before any other liens, including mortgages. While the mPower program is designed to have the assessment stay with the property upon sale, mortgage companies may require that the lien be paid before a new mortgage or sale is finalized, which may make it more difficult to sell or purchase the property unless the loan is paid off prior to the sale.

In addition, federal mortgage agencies, such as Freddie Mac and Fannie Mae, will not back mortgages with existing PACE assessments unless the first-lien status is given to the federal loan.

FISCAL IMPACT

There are no direct costs to the City associated with the recommended actions. However, there are potential cost reductions for Roseville's water and electric utilities due to efficiency and conservation projects installed that assist with achieving state mandates. Future cost reductions are unknown.

ECONOMIC DEVELOPMENT / JOBS CREATED

Placer County states that 237 jobs have been created in Roseville through the installation of improvements and the increased disposable income as the result of the mPOWER program. Future job creation is unknown.

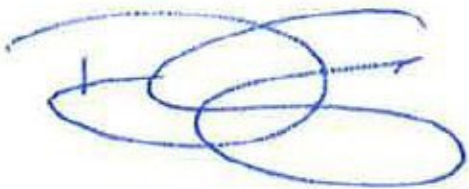
ENVIRONMENTAL REVIEW

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)). This action does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Mark Riffey, Sr. Energy Services Account Representative

Michelle Bertolino, Electric Utility Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-334

JPA Associate Member Amendment

mPower Services Agreement

Pioneer Community Energy presentation

RESOLUTION NO. 18-334

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE: (1) AUTHORIZING PIONEER COMMUNITY ENERGY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS, LEVY CONTRACTUAL ASSESSMENTS AND PROVIDE FINANCING WITHIN THE INCORPORATED TERRITORY OF THE CITY OF ROSEVILLE; (2) APPROVING AN ASSOCIATE MEMBER AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT FOR THE ESTABLISHMENT OF THE PIONEER COMMUNITY ENERGY (mPOWER PROGRAM); (3) APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT FOR THE AB 811 PROPERTY ASSESSED CLEAN ENERGY PROGRAM; AND AUTHORIZING RELATED ACTIONS

WHEREAS, Pioneer Community Energy ("Pioneer") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Exercise of Powers Agreement for the Establishment of Pioneer Community Energy effective on August 8, 2015, as amended from time to time (the "Pioneer Agreement"); and

WHEREAS, Chapter 29 of The Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (as amended from time to time, "Chapter 29") authorizes the contractual assessment financing of certain improvements (as enumerated from time to time in Chapter 29, "Improvements"); and

WHEREAS, Pioneer has established the mPOWER Program to provide for the financing of Improvements pursuant to Chapter 29 within counties and cities in the State of California that elect to participate in mPOWER Program; and

WHEREAS, the City of Roseville (the "Local Agency") believes that the financing of Improvements by Pioneer for properties participating in the mPOWER Program within its boundaries would accomplish a public purpose; and

WHEREAS, Local Agency wishes to authorize Pioneer to undertake the mPOWER Program within its boundaries as described in this Resolution and to approve an (1) Associate Member Amendment to the Joint Exercise of Powers Agreement for the Establishment of Pioneer Community Energy (mPOWER Program) (the "Pioneer Agreement Amendment") and (2) Administrative Services Agreement – AB 811 Property Assessed Clean Energy Program between Pioneer Community Energy and the City of Roseville (the "Administrative Services Agreement"); and

WHEREAS, Local Agency will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action

in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the mPOWER Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council of Roseville finds and declares that properties in Local Agency's incorporated area will benefit from the availability of the mPOWER Program to conduct contractual assessment proceedings and finance the installation of Improvements pursuant to Chapter 29.
2. This City Council consents to Pioneer undertaking contractual assessment proceedings under Chapter 29 for all of the properties in Local Agency's incorporated area and to the contractual assessment financing of Improvements by Pioneer, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to Pioneer's mPOWER Program, and to the assumption of jurisdiction thereover by Pioneer for the purposes thereof.
3. This Resolution constitutes assent to the assumption of jurisdiction by Pioneer for all purposes of the mPOWER Program and authorizes Pioneer to take each and every step required for it to provide contractual assessment financing for the Improvements, including the levying, collecting and enforcement of contractual assessments to finance the Improvements and the issuance and enforcement of bonds and other financing instruments to represent and be secured by such contractual assessments.
4. The City Council hereby approves the Pioneer Agreement Amendment and Administrative Services Agreement and authorizes the Acting City Manager to execute and deliver the Pioneer Agreement Amendment and Administrative Services Agreement in substantially the form on file with this City Council.
5. Staff is authorized and directed to coordinate with Pioneer staff to facilitate operation of the mPOWER Program within the jurisdiction of the Local Agency, and report back periodically to the City Council on the success of such program.
6. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).
7. This Resolution shall take effect immediately upon its adoption. The Acting City Manager is directed to send a certified copy of this resolution to the Secretary of the Governing Board of the Pioneer.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**ASSOCIATE MEMBER AMENDMENT TO THE JOINT EXERCISE
OF POWERS AGREEMENT FOR THE ESTABLISHMENT OF THE
PIONEER COMMUNITY ENERGY (MPOWER PROGRAM)**

This Associate Member Amendment to the Joint Exercise of Powers Agreement for the Establishment of Pioneer Community Energy (mPOWER Program) ("Pioneer Agreement Amendment") is made and entered into on the _____ day of _____, 20____, by the City of Roseville ("Local Agency") and Pioneer Community Energy ("Pioneer"; together with the Associate Member, the "Parties").

RECITALS

WHEREAS, Pioneer is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Joint Exercise of Powers Act") and the Joint Exercise of Powers Agreement for the Establishment of Pioneer Community Energy, effective as of August 8, 2015, as amended from time to time (the "Pioneer Agreement").

WHEREAS, Pioneer Community Energy was established by the County of Placer ("County of Placer") and the City of Colfax ("City of Colfax") and the County of Placer and the City of Colfax are referred to as the "Regular Members" in this Pioneer Agreement Amendment.

WHEREAS, the cities of Auburn, Lincoln, Rocklin and the Town of Loomis elected to join Pioneer Community Energy for the purposes of participating in Pioneer's Community Choice Aggregation Program in 2017; and therefore, along with the County of Placer and the City of Colfax, are referred to as the "Regular Members" in this Pioneer Agreement Amendment.

WHEREAS, Chapter 29 of The Improvement Act of 1911, being Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (as now enacted or as such legislation may be amended from time to time, "Chapter 29") authorizes certain local agencies to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy ("PACE") program, to fund certain renewable energy sources, energy and water efficiency improvements, electric vehicle charging infrastructure and seismic strengthening improvements that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Pioneer intends to establish a PACE program to be known as the "mPOWER Program" pursuant to Chapter 29, which will authorize the implementation of a PACE financing program for cities and county throughout the State and the financing of the improvements specified from time to time in Chapter 29 ("Improvements"); and

WHEREAS, Local Agency desires to allow owners of property within its jurisdiction to participate in the mPOWER Program and to allow Pioneer to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

WHEREAS, this Pioneer Agreement Amendment will permit Local Agency to become an Associate Member of Pioneer and to authorize the implementation of such program within the jurisdiction of Local Agency; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this Pioneer Agreement Amendment to allow for the provision of PACE services, including the operation of a PACE financing program, within the jurisdictional territory of Local Agency; and

WHEREAS, the Pioneer Agreement Amendment sets forth the rights, obligations and duties of Local Agency and Pioneer with respect to the implementation of the mPOWER Program within the jurisdictional territory of Local Agency.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. Pioneer Agreement Amendment.

1. The Pioneer Agreement. Local Agency agrees to the terms and conditions of the Pioneer Agreement, attached.

2. Associate Membership. By adoption of this Pioneer Agreement Amendment, Local Agency shall become an Associate Member of Pioneer on the terms and conditions set forth herein and the Pioneer Agreement and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of Local Agency as an Associate Member are limited solely to those terms and conditions expressly set forth in this Pioneer Agreement Amendment for the purposes of implementing the mPOWER Program within the jurisdictional territory of Local Agency. Except as expressly provided for by this Pioneer Agreement Amendment, Local Agency shall not have any rights otherwise granted to Pioneer's Regular Members by the Pioneer Agreement, including but not limited to the right to vote on matters before the Governing Body, the right to amend or vote on amendments to the Pioneer Agreement, and the right to sit on committees or boards established under the Pioneer Agreement or by action of the Governing Body, nor shall Local Agency have any of the obligations otherwise imposed on Pioneer's Regular Members. Local Agency shall not be considered a member for purposes of the first sentence of Section 19 of the Pioneer Agreement.

3. Rights of Pioneer. This Pioneer Agreement Amendment shall not be interpreted as limiting or restricting the rights of Pioneer under the Pioneer Agreement. Nothing in this Pioneer Agreement Amendment is intended to alter or modify the mPOWER Program administered by Pioneer within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Pioneer, all as currently structured or subsequently amended.

B. Implementation of mPOWER Program within Local Agency Jurisdiction.

1. Boundaries of the mPOWER Program within Local Agency Jurisdiction. Local Agency shall determine and notify Pioneer of the boundaries of the jurisdictional territory within Local Agency's jurisdiction within which contractual assessments may

be entered into under the mPOWER Program (the "Program Boundaries"), which boundaries may include the entire jurisdictional territory of Local Agency or a lesser portion thereof.

2. Determination of Improvements Financed by the mPOWER Program. Pioneer shall from time to time determine the types of Improvements that will be eligible to be financed under the mPOWER Program.

3. Establishment of mPOWER Program. Pioneer will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Pioneer to make contractual financing of Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Improvements. Pioneer shall develop and implement a plan for the financing of the purchase and installation of the Improvements under the mPOWER Program.

5. Ongoing Administration. Pioneer shall be responsible for the ongoing administration of the mPOWER Program, including but not limited to producing education plans to raise public awareness of the mPOWER Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the mPOWER Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the mPOWER Program, adopting and implementing any rules or regulations for the mPOWER Program, and providing reports as required by Chapter 29.

Local Agency will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds or other financing instruments issued in connection with the mPOWER Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the mPOWER Program as a whole can and may be phased as additional local agencies execute similar agreements. Local Agency entering into this Pioneer Agreement Amendment will obtain the benefits of and incur the obligations imposed by this Pioneer Agreement Amendment in its jurisdictional area, regardless of whether other local agencies enter into similar agreements.

C. Miscellaneous Provisions.

1. Withdrawal. Local Agency or Pioneer may withdraw from this Pioneer Agreement Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Pioneer within Local Agency. The provisions of Section 13 of the Pioneer Agreement shall not apply to Local Agency. Local Agency may withdraw approval for conduct of the mPOWER Program within the

jurisdictional limits of Local Agency upon thirty (30) days written notice to Pioneer without liability to the Pioneer or any affiliated entity. Local Agency withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by Pioneer prior to the date of Local Agency's notice of withdrawal.

2. Indemnification and Liability. Pioneer shall defend, indemnify and hold Local Agency and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of Pioneer or its directors, officials, officers, employees and agents in connection with the mPOWER Program administered under this Pioneer Agreement Amendment, including without limitation the payment of expert witness fees and attorney's fees and other related costs and expenses, but excluding payment of consequential damages, provided that the Pioneer shall not be required to defend or indemnify Local Agency and its directors, officials, officers, employees and agents for Local Agency's sole negligence or willful misconduct.

In no event shall any of Pioneer's Regular Members, Associate Members or their officials, officers or employees be held individually liable for any damages or liability resulting out of this Pioneer Agreement Amendment. As Pioneer is a public agency separate from the Members, and pursuant to Section 6508.1 of the Joint Powers Act, the debts, liabilities or obligations of Pioneer are not debts, liabilities or obligations of the individual Members unless the governing board of a Member agrees in writing to assume any such debts, liabilities or obligations. A Member who has not agreed to assume such a debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Members agree to assume the debt, liability or obligation of Pioneer. Should any debt, liability or obligation of the Authority not be waived or allowed payable through assets of Pioneer, none of the County or City members shall be liable, except as provided by Government Code sections 895 through 895.8.

3. Environmental Review. Pioneer shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the mPOWER Program under this Pioneer Agreement Amendment.

4. Cooperative Effort. Local Agency shall cooperate with Pioneer by providing information and other assistance in order for Pioneer to meet its obligations hereunder. Local Agency recognizes that one of its responsibilities related to the mPOWER Program will include any permitting or inspection requirements as established by Local Agency.

5. Notice. Any and all communications and/or notices in connection with this Pioneer Agreement Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Pioneer:

mPOWER Administrator
Pioneer Community Energy
P.O. Box 1558
Rocklin, CA 95677
530-889-4120

Local Agency:

City Manager
City of Roseville
311 Vernon Street
Roseville, CA 95678
916-774-5362[

6. Entire Agreement. This Pioneer Agreement Amendment, together with the Pioneer Agreement, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This Pioneer Agreement Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This Pioneer Agreement Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this Pioneer Agreement Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law This Pioneer Agreement Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This Pioneer Agreement Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this Pioneer Agreement Amendment to maintain a suit for personal injuries or property damages under the provisions of this

Pioneer Agreement Amendment. The duties, obligations, and responsibilities of the Parties to this Pioneer Agreement Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this Pioneer Agreement Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this Pioneer Agreement Amendment and the remaining parts of this Pioneer Agreement Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this Pioneer Agreement Amendment.

12. Headings. The paragraph headings used in this Pioneer Agreement Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This Pioneer Agreement Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this Pioneer Agreement Amendment shall be of no effect.

14. Effective Date. This Pioneer Agreement Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Pioneer Agreement Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

PIONEER COMMUNITY ENERGY

By: _____
Chair
PIONEER COMMUNITY ENERGY

Date: _____

THE CITY OF ROSEVILLE

By: _____
Title:

Date: _____

PIONEER COMMUNITY ENERGY

AND

CITY OF ROSEVILLE

**ADMINISTRATIVE SERVICES AGREEMENT
AB 811 PROPERTY ASSESSED CLEAN ENERGY PROGRAM**

THIS AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____ 2018 by and between the City of Roseville, hereinafter referred to as “City”, and Pioneer Community Energy, hereinafter referred to as “Pioneer”, as the entity delivering the mPOWER Program, a Property Assessed Clean Energy (PACE) financing Program, utilizing the California Assembly Bill 811 (Levine, 2008; CA Streets and Highways Code Section 5898.10-5899.3), as amended and may be subsequently amended (“AB 811”).

RECITALS

WHEREAS, PACE financing is a method of providing financing to property owners for energy efficiency, water conservation and renewable energy generation improvements (the Eligible Improvements”) which are permanently affixed to real property, and whereby the property owner repays the PACE financing by entering into a voluntary contractual assessment resulting in a property tax lien which specifies the annual amount to be added to the property tax bill for repayment;

WHEREAS, Pioneer Community Energy is a joint exercise of powers authority that has established the mPOWER (money for Property Owner Energy Retrofits) Program, a PACE financing program to provide financing for Eligible Improvements to property owners who have voluntarily agreed to participate in the mPOWER Program;

WHEREAS, Pioneer administers and operates the mPOWER Program and therefore is responsible for conducting assessment proceedings, accepting applications, determining property owner eligibility, entering into contractual assessments, preparing and administering the assessment levies, including collection of delinquent assessments, and other PACE program responsibilities;

WHEREAS, the City desires to promote a PACE program in the City in order to provide more financing choices for residents and businesses to reduce the upfront costs associated with energy efficiency, renewable energy generation and water conservation projects that are affixed to real property and proposed by property owners;

WHEREAS, the City desires to participate in the mPOWER Program to promote widespread retrofits in accordance with Government Code Section 53313.5, thereby reducing greenhouse gas emissions, promoting energy efficiency, and improving water conservation while stimulating economic opportunities;

WHEREAS, the purpose of this Agreement is to set forth the mutual understandings, terms and conditions related to Pioneer operating in the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. DEFINITIONS

- A. **“Pioneer”** means Pioneer Community Energy delivering PACE Financing within the City.
- B. **“Eligible Improvement”** means a renewable energy generation, energy efficiency, water conservation or other improvement authorized by AB 811 or other state law pertaining to contractual assessments which is further specified in the Pioneer Program Report and mPOWER Program Manual.
- C. **“mPOWER Program”** means the PACE Program provided by Pioneer.
- D. **“Non-Residential”** means all property except Residential.
- E. **“PACE Financing”** means financing Eligible Improvements which are repaid through contractual assessments, utilizing the provisions of AB 811.
- F. **“Participating Contractor”** means any licensed contractor performing work in the City who has agreed to, and abides by, the terms and conditions of Pioneer’s contractor standards.
- G. **“Participating Property Owner”** means a property owner who has executed a Voluntary Contractual Assessment Agreement.
- H. **“Program Report”** means the Program Report adopted by Pioneer as required by AB 811.
- I. **“Residential”** means properties with three or fewer housing units.
- J. **“Value”** means the greater of assessed value or fair market value as determined by the County Assessor, an automated valuation model or independent appraisal.
- K. **“Voluntary Contractual Assessment Agreement”** means the legal instrument which a Participating Property Owner voluntarily executes to obtain mPOWER Financing and which is filed with the County Recorder as an assessment lien secured by the subject property.

2. PERFORMANCE REQUIREMENTS

- A. Pioneer’s Specified Services. Pioneer will offer and provide PACE Financing under the authorization of AB 811 within the incorporated boundaries of the City. Pioneer is solely responsible for the formation, operation, administration and marketing of the mPOWER Program, including the conduct of any assessment proceedings, the levy and collection of assessments, and

the offer, sale and administration of any bond issued by Pioneer on behalf of the mPOWER Program.

- B. Cooperation with City. Pioneer shall independently operate its program and cooperate with the City and City staff as described in this Agreement.
- C. Performance Standard. Pioneer shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by an organization providing PACE Financing pursuant to AB 811. City has relied upon the professional ability and expertise of Pioneer as a material inducement to enter into this Agreement. Pioneer hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws; it is understood that acceptance of Pioneer's work by City shall not operate as a waiver or release. If City determines that any of Pioneer's work is not in accordance with such level of competency and standard of care, City, in its sole discretion, shall have the right to do any or all of the following: (a) require Pioneer to discuss with City to review the quality of the work and resolve matters of concern; (b) terminate this Agreement pursuant to the provisions of Section VI, Termination; or (c) pursue any and all other remedies at law or in equity.
- D. Applicant Disclosure Requirements.

Pioneer shall:

1. Disclose in writing to program applicants the risks associated with PACE Financing, including the risks associated with federal regulation and administration of mortgage financing and the Federal Housing Finance Agency Statements related to PACE Financing. The written disclosure must be signed by the applicant acknowledging the Federal Housing Finance Agency statements and potential consequences regarding PACE.
2. Provide disclosures to property owners consistent with the Dodd Frank TILA-RESPA Integrated Disclosure Rule (Truth in Lending Act and Real Estate Settlement Procedures Act) (TRID) specific to the amount of financing and utilizing the same methodologies for calculating rates and amounts, and provide for three day right of rescission after execution of the Voluntary Contractual Assessment Agreement.
3. Require Property Owners on Non-Residential Projects to obtain signed Lender Acknowledgement or Consent before entering into a voluntary contractual assessment agreement from any lender who holds a lien against the property where the subject property is collateral.
4. Require Property Owners to attend an educational seminar prior to financing approval.
5. Require that Building Permits and/or any other required Permits are obtained and finalized for all improvements where such permit or inspection is usually and customarily required and not exclusive to improvements made with PACE financing.
6. Determine applicability of the California Environmental Quality Act ("CEQA") and notify City related to improvements requiring actions related to CEQA.
7. Have a process to ensure property owner satisfaction with work completed prior to distribution of project payments.

8. Provide information on available rebates and incentives (for all utility and generation types) to optimize the use of such rebates to reduce costs to Property Owners.
 9. Provide information to each applicant on the benefits of implementing efficiency measures before installation of energy generation improvements.
 10. Provide information regarding the benefits of an energy analysis and a whole building approach to energy efficiency, water conservation and renewable generation projects.
- E. Tax Advice. Ensure all marketing, information materials conform to all applicable tax laws. Recommend that property owners consult with a tax professional for information about the deductibility of the PACE financing before claiming any tax benefits associated with mPOWER financing.

F. Financial Policies.

Pioneer shall:

1. Participate in the State of California's PACE Loss Reserve Program Administered by the California Alternative Energy and Advanced Transportation Finance Pioneer (CAEATFA), and shall provide evidence of current participation and copies of all reports submitted to CAEATFA. If the State discontinues the PACE Loss Reserve Program, or if the City determines that the State's PACE Loss Reserve Program does not provide adequate coverage, then the City may terminate this Agreement unless the City is satisfied with coverage by an alternative loan loss reserve program.
 2. Administer and review mPOWER program applications to determine eligibility consistent with Pioneer's Program Report.
 3. Establish its interest rates, payback terms, fees, and amount to be financed consistent with applicable laws and regulations.
 4. Notify the City of any involuntary legal action related to collection of a PACE assessment regarding any property with a PACE assessment placed in the City.
 5. Notify City of any regulatory changes that may impact the PACE program.
- G. Documents, Data, and Information. Pioneer will provide periodic reports to City regarding PACE Financing activities in the City, including upon request, periodic reports to the City Council. Pioneer will share project information and data in an accessible electronic format with the City on at least a semi-annual and annual basis, or upon request, including but not limited to the following:
1. Assessor's Parcel Number (APN) of the property
 2. Residential or Non-Residential property type designation
 3. Dollar amount financed (total amount of the assessment)
 4. List of Eligible Improvements financed, including the unit of measure for the improvement and the quantity installed
 5. Listing of all generation improvements installed and the solar STC-DC rating in watts or kilowatts and estimated financial savings
 6. Amount of rebate or incentive dollars associated with the project (not financed)
 7. Estimated building size in square feet for Non-Residential (if available)

8. Year of construction of the building
9. Whether the project was completed by a local contractor whose primary location(s) or headquarters are located in the City.

H. Inspections. Upon City's request, City or its designee shall have the right at reasonable times and intervals to inspect, at Pioneer's premises, Pioneer's financial and program records. Pioneer shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon City's request at City's expense.

I. Participating Contractor Standards. Pioneer shall ensure that Participating Contractors agree to and abide by the terms and conditions of the Participating Contractors' standards outlined below.

1. Require that Participating Contractors have the appropriate license(s) issued by the California Contractors State License Board.*
2. Require that Participating Contractors' bond is in good standing.*
3. Require that Participating Contractors have Workers' Compensation insurance coverage.*
4. Require that Participating Contractors shall make reasonable claims about performance and or savings associated with projects.
5. Participating Contractors and their representatives, employees, and agents shall not represent themselves as agents, representatives, contractors, subcontractors, or employees of the City, or claim association or affiliation with the City.
6. Require Contractors attend an educational seminar provided through the PACE program, prior to becoming Participating Contractors.
7. Participating Contractors shall hold harmless, indemnify and defend the City as substantially set forth in Exhibit A.

*As determined and reported by the California State Contractors License Board.

J. Pioneer Standards. Pioneer shall NOT do any of the following:

1. Endorse, recommend, or refer any specific contractor.
2. Make any representation or warranty regarding the qualifications, licensing, products, or workmanship of any contractor.
3. Make any warranty regarding the contractor's work or products purchased from contractors provided.

K. Environmental Credits And Benefits. Pioneer will use best efforts to track all improvements in a manner that anticipates such improvements may derive renewable energy credits or other environmental benefit. The parties hereby agree that any credits or other environmental benefits attributable to the Eligible Improvements financed by the mPOWER Program under this Agreement will be allocated 100% to the City.

L. Coordination with County Auditor-Controller. Pioneer will consult and coordinate with the County Auditor regarding the levy and administration of Voluntary Contractual Assessments on the property tax roll.

3. COMPENSATION

The parties hereto understand and agree that the City shall incur no cost or expense relating to the administration or implementation of the mPOWER Program under this Agreement. Pioneer is solely responsible and liable for all costs and expenses associated with the administration, implementation and marketing of the mPOWER Program under this Agreement. No compensation shall be due or payable from the City.

4. INDEPENDENT CONTRACTOR

- A. It is understood and agreed that Pioneer (including Pioneer's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Pioneer shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance.
- B. Pioneer's personnel shall not be entitled to any benefits payable to employees of City.
- C. City is not required to make any deductions or withholdings from the compensation payable to Pioneer's personnel, and is not required to issue W-2 Forms for income and employment tax purposes for any of Pioneer's personnel.
- D. Any contractors or third persons employed by Pioneer shall be entirely and exclusively under the direction, supervision, and control of Pioneer.
- E. Pioneer hereby protects, defends, indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. In the event Pioneer or any of its employees, agents, or subcontractors providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Pioneer shall further indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Pioneer or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

5. CONFLICT OF INTEREST

Pioneer and Pioneer's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement, provided, however, that salary, equity ownership and other compensation paid to any employee, officer, director, agent, consultant or independent contractor by Pioneer shall be excluded from the prohibitions described above in this Section XIV.

6. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

- A. Pioneer shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, and all other appropriate governmental agencies, including any certification and credentials required by the City. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by City.

- B. Pioneer further certifies to City that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State, City or local government contracts. Pioneer certifies that it shall not contract with a Contractor that is so debarred or suspended.

7. INSURANCE AND INDEMNIFICATION

Without limiting Pioneer's indemnification, Pioneer shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit A. It is the responsibility of Pioneer to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit A. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

Pioneer shall indemnify City pursuant to this Agreement as specified in Exhibit A. Pioneer shall also require Participating Contractors to provide indemnification to City as specified in Exhibit A.

8. RELEASE OF LIABILITY

Each Participating Property Owner shall be required to execute a release of liability as specified in Exhibit B.

9. LOBBYING AND UNION ORGANIZATION ACTIVITIES

Pioneer shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations. If services under this Agreement are funded with state funds granted to City, Pioneer shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

10. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. Pioneer agrees and assures City that Pioneer and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of City, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability.
- B. Pioneer shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of City employees and agents, and recipients of services are free from such discrimination and harassment. Pioneer represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. Pioneer agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. Pioneer shall include this nondiscrimination provision in all subcontracts related to this Agreement.

11. NOTICE

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

TO City:

City Manager
City of Roseville
311 Vernon Street
Roseville, CA 95678
916-774-5362

TO Pioneer:

mPOWER Administrator
Pioneer Community Energy
P.O. Box 1558
Rocklin, CA 95677
530-889-4120

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

12. TERMINATION

- A. Termination without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, City or Pioneer shall have the right, in its sole discretion, to terminate this Agreement by giving 90 days written notice to the other Party of this Agreement.
- B. Termination for Cause. Notwithstanding any other provision of this Agreement, should Pioneer fail to uphold any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, City may immediately terminate this Agreement by giving Pioneer written notice of such termination, stating the reason for termination.
- C. Contravention by Federal Housing Finance Agency. Pioneer will immediately, upon 24 hours' notice from the City, discontinue its residential program in the City, as it relates to Fannie Mae and Freddie Mac mortgages, in the event the FHFA takes any action in California related to PACE Programs which the City interprets as creating an undue liability to the City or an unreasonable threat to its property owners and citizens, including both program participants and non-participants. In the event of such notice, Pioneer shall a) provide financing for all applications which have been given approval, unless found to be in direct violation of Federal laws or regulations; 2) suspend processing all applications that have not yet received approval, 3) cease accepting new applications.
- D. Delivery of Data and Information upon Termination. In the event of termination, Pioneer, within 30 days following the date of termination, shall deliver to City a final report containing the information specified in Section II. G. Document, Data, and Information.
- E. Pioneer to Terminate. The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the City Manager, in consultation with City Counsel, shall have the authority to terminate this Agreement on behalf of the City.

- F. Effect of Termination. In the event of termination pursuant to this Section VI, Pioneer shall provide financing for all applications which have been given approval, unless found to be in direct violation of Federal laws or regulations, and shall suspend processing all applications that have not yet received approval, and shall not solicit new assessments contracts within the City; provided however, nothing in this Section VI shall prohibit Pioneer from continuing to administer any assessment contracts outstanding as of the termination date.

13. FORCE MAJEURE

Neither Pioneer nor City shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

14. CONSTRUCTION AND COMPLIANCE WITH LAWS

Pioneer shall observe and comply with all applicable Federal, State, and City laws, regulations and ordinances.

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Pioneer and the City acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other.

15. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

16. CAPTIONS

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

17. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

18. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon City unless agreed in writing by the City.

19. PRIOR AGREEMENTS

This Agreement and the Associate Member Amendment to the Joint Powers Agreement for the Establishment of the Pioneer Community Energy (mPOWER Program) constitute the entire contract between City and Pioneer regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between City and Pioneer regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement. To the extent that the terms of this Agreement conflict with any other agreement between the parties related to the Sierra Valley Energy Authority, the terms of this Agreement shall prevail.

20. ASSIGNMENT, DELEGATION AND SUCCESSORS

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. This Agreement shall bind the heirs, successors, assigns and representatives of City and Pioneer in the same manner as if they were expressly named.

21. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, Pioneer shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in the California Government Code or as otherwise set forth in local, state and federal law.

22. TIME

Time is and shall be of the essence of this Agreement and every provision hereof.

23. SURVIVAL OF TERMS

All services performed provided pursuant to this Agreement are subject to all of the terms and conditions set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and

context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

24. DUPLICATE COUNTERPARTS

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

25. ENTIRE AGREEMENT

This Agreement contains all of the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the parties hereto.

26. PIONEER TO EXECUTE

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

City

Pioneer Community Energy

Date_____

Date_____

By:_____

By:_____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A
INSURANCE AND INDEMNITY

1. INSURANCE:

A. Commercial General Liability Insurance:

Pioneer will procure insurance through a commercial insurance company, or by participation in a joint powers agency, or self-insure for all or any portion of its obligations under this section. Pioneer shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount of \$2,000,000;
- (ii) An endorsement naming City as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Agreement;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the City shall be excess only and not contributing with Pioneer's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to City of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days' notice for non-payment of premium).

B. Automobile Liability Insurance:

For each vehicle used in connection with fulfillment of the obligations under this Agreement including non-owned and hired automobiles, Pioneer shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount of \$2,000,000;
- (ii) An endorsement naming City as an additional insured under said policy, with respect to claims or suits arising from the services provided or the relationships created under this Agreement;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the City shall be excess only and not contributing with Pioneer's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to the City of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days' notice for non-payment of premium).

C. Worker's Compensation:

Pioneer shall maintain a worker's compensation policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to the City.

Before commencing to utilize employees in providing services under this Agreement, Pioneer warrants that it will comply with the provisions of the California Labor Code, requiring Pioneer to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

D. Miscellaneous Insurance Provisions:

All policies of insurance required by this Agreement shall remain in full force and effect throughout the life of this Agreement and shall be payable on a "per occurrence" basis unless the City specifically consents to "claims made" coverage. If the City does consent to "claims made" coverage and if Pioneer changes insurance carriers during the term of this Agreement or any extensions hereof, then Pioneer shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the City, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this Agreement.

At all times, Pioneer shall keep and maintain in full force and effect throughout the duration of this Agreement, policies of insurance required by this Agreement. Policies procured from commercial insurance companies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the City's Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Pioneer shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph.

If Pioneer fails to provide and maintain self-insurance through participation in a joint powers agency or insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Agreement, then the City shall have the right, in its sole discretion, to secure such policies on behalf of Pioneer and to charge and collect the cost of said policies from Pioneer.

2. INDEMNIFICATION BY PIONEER

Pioneer shall defend, indemnify and hold City and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, in connection with the mPOWER Program administered under this Agreement, including without limitation the payment of expert witness fees and attorney's fees and other related costs and expenses, provided that Pioneer shall not be required to indemnify the City and its directors, officials, officers, employees and agents for City's sole negligence or willful misconduct.

In no event shall any of Pioneer's Regular or Associate Members or their officials, officers or employees be held individually liable for any damages or liability resulting out of this Pioneer Administrative Services Agreement.

3. INDEMNIFICATION BY PARTICIPATING CONTRACTORS

Pioneer shall require each Participating Contractor to release, defend, indemnify, protect, save, and hold harmless the City, their employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors and assigns, from any and all liability, claims, losses, costs, expenses, penalties, fines, forfeitures, judgments and damages, including attorney's fees and costs, arising out of or connected with the Participating Contractor's actions under the mPOWER Program, including the installation of any Eligible Improvements.

EXHIBIT B

PROPERTY OWNER RELEASE OF LIABILITY

Pioneer agrees to have the following release of liability language or substantially similar release of liability language executed by each Participating Property Owner:

Waivers, Acknowledgment and Agreement. Because this Agreement reflects the Property Owner's free and willing consent to pay the Assessment following a noticed public hearing, the Property Owner hereby waives any otherwise applicable requirements of Article XIID of the California Constitution or any other provision of California law for an engineer's report, notice, public hearing, protest or ballot.

The Property Owner hereby waives its right to repeal the Assessment by initiative or any other action, or to file any lawsuit or other proceeding to challenge the Assessment or any aspect of the proceedings of Pioneer undertaken in connection with the mPOWER Program. The Property Owner hereby agrees that the Property Owner and its successors in interest to fee title in the Property shall be solely responsible for the installation, operation and maintenance of the Improvements. The Property Owner hereby represents that the Improvements are intended to be permanently fixed to the Property and the Property Owner covenants not to remove the Improvements for use on any other property. The Property Owner hereby acknowledges that the Property Owner will be responsible for payment of the Assessment regardless of whether the Improvements are properly installed, operated or maintained as expected.

The Property Owner hereby agrees that Pioneer is entering into this Agreement solely for the purpose of assisting the Property Owner with the financing of the installation of the Improvements, and that Pioneer nor the City have no responsibility of any kind for, and shall have no liability arising out of, the installation, operation, financing, refinancing or maintenance of the Improvements. Based upon the foregoing, the Property Owner hereby waives the right to recover from and fully and irrevocably releases Pioneer and the City and any and all agents, employees, attorneys, representatives and successors and assigns of Pioneer from any and all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees), relating to the subject matter of this Agreement that the Property Owner may now have or hereafter acquire against Pioneer or City and any and all agents, employees, attorneys, representatives and successors and assigns of Pioneer or City.

To the extent that the foregoing waivers and agreements are subject to Section 1542 of the California Civil Code or similar provisions of other applicable law, it is the intention of the Property Owner that the foregoing waivers and agreements will be effective as a bar to any and all losses, liabilities, claims, damages (including consequential damages), penalties, fines,

forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees), of whatever character, nature and kind, known or unknown, suspected or unsuspected, and Property Owner agrees to waive any and all rights and benefits conferred upon the Property Owner by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law. Section 1542 reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

The waivers, releases and agreements set forth herein shall survive termination of this Agreement.

Indemnification. The Property Owner agrees to indemnify, defend, protect, and hold harmless Pioneer and the City and any and all agents, employees, attorneys, representatives and successors and assigns of Pioneer and the City, from and against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) and any demands of any nature whatsoever related directly or indirectly to, or arising out of or in connection with, (i) the Assessment, (ii) the financing by Pioneer of the Improvements, (iii) the Improvements, (iv) or any other fact, circumstance or event related to the subject matter of this Agreement, regardless of whether such losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) accrue before or after the date of this Agreement.

The provisions of this Section shall survive the termination of this Agreement.



mPOWER

www.mPOWERca.org

A program of Pioneer Community Energy



mPOWER Roseville

1. Approve a resolution authorizing Pioneer Community Energy (mPOWER Program) to:
 - Accept applications from property owners
 - Levy contractual assessments
 - Provide financing within the City of Roseville
 - Approve an amendment to the Pioneer Community energy Joint Powers Agreement, allowing the City of Roseville to become a non-voting associate member for purposes of operating the mPOWER Program within the City of Roseville
2. Enter into an Administrative Services Agreement with Pioneer Community Energy for the Administration of the mPOWER Program



mPOWER

Property Assessed Clean Energy (PACE)

- AB 811 allows local governments the authority to designate boundaries in their jurisdictions to establish programs for property owners to enter into contractual assessments to finance the installation of:
 - Distributed generation renewable energy (solar)
 - Energy efficiency improvements
 - Water conservation improvements
- The improvements must be permanently fixed to real property.
- The financing is amortized and annual installments are added to the property tax bill.



mPOWER Roseville

In 2010, Placer County launched the mPOWER Program.

The City was researching the development of their own program.

The City chose to partner with the County to provide the mPOWER Program to their residents and businesses.

November 18, 2009, the City Council adopted Resolution No. 09-465 authorizing Placer County to operate the mPOWER Program in the City's incorporated area, and approved a cooperative agreement for the administration of the program.

All other cities in Placer County also elected to allow their property owners to participate in the mPOWER Program by adopting authorizing resolutions and executing cooperative agreements.



mPOWER New JPA for mPOWER



Community Choice
Aggregation (CCA)
Program

mPOWER (PACE)
Program

The County has chosen to move the mPOWER Program to Pioneer.



mPOWER Pioneer Community Energy

If the Council declines to take action to allow property owners to participate in the mPOWER Program through Pioneer:

- The mPOWER program will cease operation within the City, immediately.
- Applications received on or before June 30, 2018 will be processed.
- Applications received on or after July 1, 2018 will be declined.



mPOWER Economic Impact

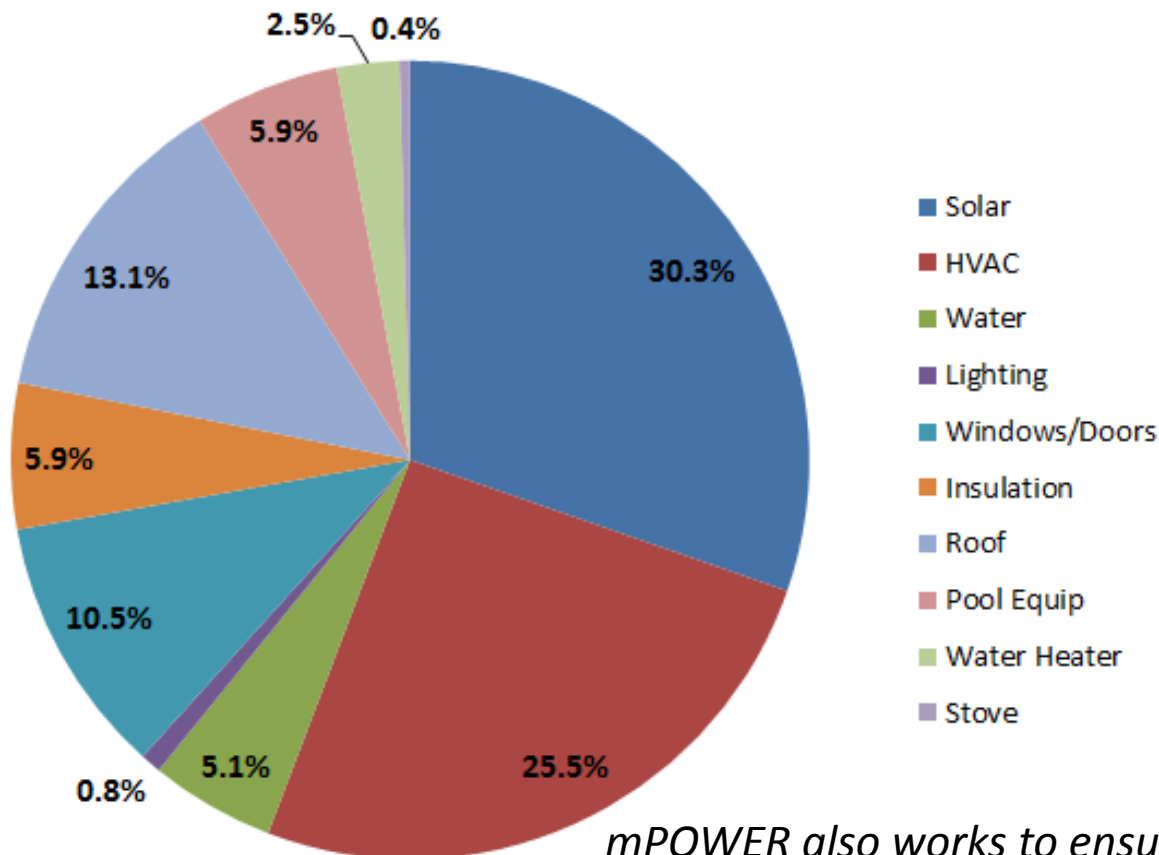
Roseville Statistics as of May 31, 2018

- Total funded: \$13,343,137
- Residential: \$7.7 million
- Non Residential: \$5.6 million
- John L. Sullivan Auto Dealerships
 - One of the Largest Commercial Projects in the state
 - \$5.3 million



mPOWER Economic Impact

Projects Funded, as of May 31, 2018



Solar – 144
HVAC – 121
Cool Roof – 62
Windows/doors – 50
Insulation – 28
Pool equip – 28
Water – 24
Water heater – 12
Lighting – 9
Stove - 2

mPOWER also works to ensure property owners take advantage of any Roseville Electric rebates or incentives.



mPOWER Economic Impact

Placer Jobs:

- 564 contractors from region
- 1,824 jobs

Roseville Jobs:

- 39 contractors
- 266 jobs

Environmental Impact:

- 24,567 tons GHG
- 5,261 cars off road/yr



mPOWER Strong Consumer Protections

Mandatory Seminar for all Applicants, addresses:

Application and funding process

Financing terms and timing of property tax bill

Consideration of other finance options

Potential refinancing and sale impacts related to FHFA and FHA restrictions

Consulting a tax advisor regarding interest deduction

Energy Efficiency vs. Generation “Reduce before you produce”

www.mpowerplacer.org



mPOWER Strong Consumer Protection

Disclosure and on-going communication

- Professional staff with building trades background
- Consistent and public policies and procedures
- Disclosures consistent with ending industry practices
- 3-day Right of Rescission
- No contractor executed contracts

Equity not provided to contractors without property owner consent

- Contractors bid the job, not the available equity

No pre-qualification

- No marketing tactics that cut underwriting requirements
- Complete underwriting prior to notice to proceed protects property owners and contractors
- No “pre-qualification”, “pre-approval”, or “15 minute iPad approval”

Property tax records checked timely

- Delinquencies promptly pursued
- Lender notified early of delinquencies



mPOWER Strong Consumer Protection

mPOWER has very low delinquency rates

		As of the End of Each Fiscal Year			As of May 31, 2018		
Fiscal Year	Total Annual Assessments (1)	Number of Parcels Delinquent	Amount Delinquent	Percentage Delinquent	Number of Parcels Delinquent	Amount Delinquent	Percentage Delinquent
2010-11	\$10,168	0	\$0	0.00%	0	\$0	0.00%
2011-12	41,368	0	0	0.00%	0	0	0.00%
2012-13	33,510	0	0	0.00%	0	0	0.00%
2013-14	26,846	0	0	0.00%	0	0	0.00%
2014-15	922,330	0	0	0.00%	0	0	0.00%
2015-16	2,452,954	1	5,409	0.22%	0	0	0.00%
2016-17	4,102,442	6	7,432	0.18%	1	3,597	0.09%
2017-18	4,775,428	N/A	N/A	N/A	10	21,861	0.46%

mPOWER Bonds recently received an investment grade rating by Moody's of A2.

www.mpowerplacer.org



mPOWER Request

The mPOWER Program respectfully requests that the Council adopt the resolution and authorize the execution of the JPA agreement and administrative services agreement for providing the PACE program in the City of Roseville.



mPOWER

Questions?

www.mpowerplacer.org



COUNCIL COMMUNICATION

CC #: 9410

File #: 0103 & 0103-07-02 & 0103-34-02 & 0103-44-02

Title: Board and Commission Bi-Annual Vacancies

Contact: Kelly Adams 916-774-5264 kadams2@roseville.ca.us

Meeting Date: 8/1/2018

Item #: 9.1.

RECOMMENDATION TO COUNCIL

Recommend Council appoint four (4) individuals to the Planning Commission from the applications received from Erich Brashears, Justin Caporusso, Kristine Dohner, Robert Jensen, Ed Kriz, Jonathan Martin, Neil Peacock, and Ivy Franklin Shaw; and

Appoint two (2) individuals the Roseville Grants Advisory Commission from the applications received from Audra Flynn, Ed Kriz, Herman Williams, and Ivy Franklin Shaw; and

Appoint Eric Avery and La Tanya White to the Economic Development Advisory Committee.

BACKGROUND

Appointments to the Economic Development Advisory Committee, Planning Commission, and Roseville Grants Advisory Commission are due to be made as part of the bi-annual recruitment process. One (1) appointment to the Planning Commission is due to the resignation of Joseph McCaslin with a term expiring June 30, 2021. Recruitment for all vacancies occurred in May 2018, video interviews of the applicants were conducted by the City Clerk Department, and the City Attorney's Office reviewed the Statement of Economic Interests (Form 700) for potential conflicts of interest. The application, video interviews, and attorney review were compiled and provided to the City Council for consideration.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ECONOMIC DEVELOPMENT / JOBS CREATED

There is no economic development associated with this item.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Kelly Adams, Deputy City Clerk

Sonia Orozco, City Clerk

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, Acting City Manager



COUNCIL COMMUNICATION

CC #: 9413

File #: 0300

Title: Appeal of Massage Business Permit Denial
Contact: Marc Glynn 916-774-5095 MGlynn@roseville.ca.us

Meeting Date: 8/1/2018

Item #: 10.1.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution to deny the appeal of Oleg Kanakhovskyy from the Police Chief's determination to deny his application for a massage business permit. This recommendation is based on a prior history of suspension, criminal complaints, failure to disclose said prior suspension and criminal complaints, and a general non-conformity with the standards in the Massage Business Permit Ordinance.

BACKGROUND

Almost a year ago in July of 2017, after years of public outreach, City Council adopted the current "Massage Business Permit Ordinance", which is established in Chapter 9.10 of the Roseville Municipal Code. The purpose of the Massage Business Permit Ordinance was to switch from permitting individual therapists and instead permit the business offering massage. The reason for the change was to protect the health, safety, and welfare of the inhabitants of Roseville, as well as to promote standards of professional competence and operational requirements that encourage the legitimate, therapeutic use of massage therapy. Requiring all massage business owners to apply for and obtain a massage business permit provided the City with a way to regulate how massage establishments conduct business in the city. Furthermore, the permit provides measurable standards to which all massage businesses will be held accountable and encourage the professional, legitimate practice of massage in Roseville. Since its adoption last year, the Roseville Police Department has issued 258 total Massage Business Permits and denied 8 due to failures to meet the requirements in Roseville Municipal Code Chapter 9.10.

Roseville Municipal Code § 9.10.050 requires all massage businesses to apply to the Roseville Police Department for a massage business permit. Applicants are required to provide certain information, including whether they have ever held a Roseville massage permit (either the previous therapist permit or the new business permit), whether such permits were ever suspended, and if so, what the basis of that suspension was. All applicants also consent to a criminal background search. The Police Chief (or his or her designee) must either grant or deny the permit application. If such permit application is denied, the applicant is allowed to appeal the decision to the Roseville City Council.

In the present matter, appellant Oleg Kanakhovskyy applied for a current Roseville massage business permit on April 24, 2018. His application explicitly stated he had never held a permit for massage therapy or similar business in Roseville. He also stated he had never had a permit suspended or revoked. A copy of his application is provided with this Staff Report (it has been redacted for privacy considerations).

After analysis of criminal and administrative records for Mr. Kanakhovskyy, Staff learned that Mr. Kanakhovskyy had in fact held a prior Roseville Massage Therapist Permit back in 2015 (Permit #07-1421), which had been suspended for four (4) months on February 12, 2015 due to a then pending criminal investigation related to a violation of California Penal Code § 289(a)(1). The California Penal Code § 289(a)(1) charge related to allegations made by a customer of misconduct during a massage conducted by Mr. Kanakhovskyy at Chakras Day Spa.

The Police Department completed its investigation, finding what it believed to be sufficient evidence to corroborate the charges, and recommended to the Placer County District Attorney's Office that they commence a criminal proceeding based on the result of the investigation. The District Attorney, for its own reasons, declined to move forward with that case. Following the District Attorney's decision, Mr. Kanakhovskyy requested his suspension be lifted. His request was granted and his permit was reinstated on June 3, 2015.

A year later in August of 2016, the Roseville Police Department received another customer complaint (from a different customer) related to inappropriate physical contact by Mr. Kanakhovskyy of intimate areas during a massage he was conducting at Chakras Day Spa. The customer requested a criminal investigation, but due in part to the customer's unwillingness to cooperate further in the criminal investigation, those charges were never forwarded to the District Attorney.

Roseville Municipal Code § 9.10.080 deals with grounds for denial of a Massage Business Permit application. Section 9.10.080(B)(1)(F) specifically states a permit may be denied if a person: "Committed any act, which, if done by a permittee, would be grounds for suspension or revocation of a permit."

Section 9.10.140 outlines the specific grounds for suspension or revocation of a permit and states such permit may be suspended or revoked if the permit holder:

- C. Has demonstrated a pattern of violating any other provision of this chapter or any federal, state or local law or regulation relating to his or her permitted activity.
- D. Has demonstrated a pattern of engaging in or permitting misconduct substantially related to the qualifications, functions or duties of the permittee.
- E. Conducts the massage business in a manner contrary to the peace, health, or safety of the public.
- F. Has knowingly made any false, misleading or fraudulent statement of material fact in the application or in any documentation required to be filed in conjunction with said application.
- H. Engages in unprofessional conduct, including, but not limited to, the following:
 - 3. Engaging in sexual activity while providing massage services for compensation.

On his application, Mr. Kanakhovskyy expressly checked "No" to ever having a Roseville massage

permit and expressly checked “No” to ever having a permit suspended. Because he failed to disclose his prior permit history and the prior suspension of that permit, he violated §§ 9.10.080(B)(1)(F) and 9.10.140(F) of the Roseville Municipal Code. That alone is grounds for denial of his permit.

Additionally, while the District Attorney declined to prosecute the 2015 Penal Code § 289(a)(1) citizen complaint, the August 2016 complaint for similar inappropriate physical contact demonstrates a pattern of conduct that both violates the Roseville Municipal Code and State law. It also demonstrates a pattern of conduct that is contrary to the peace, health, and safety of the public. This pattern of complaints for inappropriate sexual contact violates §§ 9.10.080(B)(1)(F) and 9.10.140(C),(D),(E), & (H).

On April 27, 2018, Roseville Police Department staff provided Mr. Kanakhovskyy with a written determination of its decision to deny his massage business permit application, as well as the sections of the Roseville Municipal Code relied upon. The written decision also informed Mr. Kanakhovskyy of his right to appeal the decision. A few days after sending the written determination, Mr. Kanakhovskyy and a translator showed up to the Police Department to ask for further clarification on the denial. They met with the Roseville Police Permit Coordinator who again explained the basis for the decision and advised them of their appeal rights.

For the reasons stated above, Staff recommends that City Council reject the Appeal of Oleg Kanakhovskyy from the Police Chief’s determination to deny his application for a massage business permit.

FISCAL IMPACT

There is no fiscal impact related to this denial.

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)). An appeal from Police Chief denial of massage business permit does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Rob Baquera, Acting Public Information Officer

James Maccoun, Police Chief

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-296

Kanakhovsky Appeal

Oleg K Application (Redacted)

RMC Grounds for denial

RMC Grounds for suspension and revocation

RESOLUTION NO. 18-296

DENYING THE APPEAL FROM OLEG KANAKHOVSKYY

WHEREAS, Roseville Municipal Code §9.10.050 requires all massage businesses to apply to the Roseville Police Department for a massage business permit; and

WHEREAS, applicants are required to provide certain information, including whether they have ever held a Roseville massage permit (either the previous therapist permit or the new business permit), whether such permits were ever suspended, and if so, what the basis of that suspension was; and

WHEREAS, the Police Chief, or his or her designee, must either grant or deny the permit application, and if such permit application is denied, the applicant is allowed to appeal the decision to the Roseville City Council; and

WHEREAS, on April 27, 2018, the Roseville Police Department provided Mr. Kanakhovskyy with a written determination that his permit application had been denied, the sections of the Roseville Municipal Code relied upon to make that decision, and the process for appealing the decision; and

WHEREAS, based on a prior history of suspension, criminal complaints, failure to disclose said prior suspension and criminal complaints and a general non-conformity with the standards in the massage business permit ordinance, staff is recommending that the City Council deny the appeal of Oleg Kanakhovskyy.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Roseville hereby denies the appeal of Oleg Kanakhovskyy.

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

APPEAL

To: City Clerk office
Capitan, Marc Glynn
From: Oleg Kanakhovskyy

I would like to appeal my denial application for a massage business permit with the City of Roseville. I have not committed any act which would be grounds for suspension of permit. In the past on February 2015 I have had an incident and my permit was revoked for 2-months and it has been reinstated by General Attorney of Roseville for wrongful accusation. I never have been charged or prosecuted, the case has been dismissed by General Attorney and I got my permit back. Please review the decision of the denial.

Respectfully,
Oleg Kanakhovskyy
May 8, 2018



MASSAGE BUSINESS PERMIT #07-1848



Roseville Police Department
1051 Junction Blvd. Roseville, CA 95678
Roseville, Ca. 95678

James Maccoun, Chief of Police

April 27, 2018

Oleg Kanakhovskyy
7681 Roberta Lane
Antelope, CA 95843
RE: Massage Business Permit # 07-1848

Oleg Kanakhovskyy,

Your application for a Massage Business Permit with the City of Roseville has been denied pursuant to

Roseville Municipal Code:

9.10.080

B. The police chief may deny a permit provided for in this chapter if he or she finds any of the following:

1. The applicant, any owner, or any person directly engaged, employed, or retained in the massage business, has:

F. Committed any act, which, if done by a permittee, would be grounds for suspension or revocation of a permit.

If you wish to appeal this decision please send a written request for an appeal to the City Clerk's Office at 311 Vernon St. and the Roseville Police Department within fourteen working days from the date of this letter.

Respectfully,

A handwritten signature in dark ink, appearing to read "Marc Glynn", followed by the number "149".

Marc Glynn, Captain



ROSEVILLE POLICE DEPARTMENT
1051 Junction Boulevard, Roseville, CA 95678
(916) 746-1069

MESSAGE BUSINESS PERMIT APPLICATION-NEW

Permit #: 07-1848

All information requested on this application is required. Applications can take up to 45 days to process. Incomplete applications will be rejected, delaying issuance of a Massage Business Permit. **It is unlawful for any new applicant to provide massage services without first obtaining a Massage Business Permit.**

YOU ARE REQUIRED TO SUBMIT THE FOLLOWING DOCUMENTS WITH YOUR APPLICATION:

✓ 1.	Current California Driver's License or other government issued photo identification with proof that applicant is over the age of eighteen (18) years.
✓ 2.	Current photo, to be taken by Roseville Police Department
✓ 3.	\$28.00 Non-refundable application fee (Exact cash or check payable to the City of Roseville)
✓ 4.	\$32 Department of Justice fee + \$17.00 Non-refundable LiveScan fingerprint fee (LiveScan office available at Roseville Police Department)
✓ 5.	\$17.00 Non-refundable FBI fee if applicant is business owner, sole proprietor or independent contractor
✓ 6.	Current Roseville Business License
✓ 7.	Zoning Approval from the Planning Department
✓ 8.	Proof of successful completion from an approved school of massage with a resident course of study not less than 125 hours of learning of such course of study. (If applicable)
✓ 9.	Proof of liability insurance policy – minimum coverage \$1000,000.00
✓ 10.	Copy of the rental lease where the massage business is located. (If applicable)
✓ 11.	Copy of partnership agreement (if any) with complete name, address and names of all partners, whether partnership is general or limited.
✓ 12.	Corporation: Provide date of incorporation, evidence corporation is in good standing under laws of California, the names and capacities of all officers, directors and name of registered corporate agent and the address of the registered agent for service of process.

"Review City Municipal Code, Title 9 Health and Safety, Chapter 9.10. "Massage Services"

Applicant Name Oleg Kavarhovskyy

All other names used, including nicknames: _____

Date of Birth [REDACTED] Age [REDACTED] Place of Birth [REDACTED]

☒ Male ☐ Female

Height 5-06 Weight 170 Hair BLK Eyes BRN

Scars, tattoos, or other distinguishing marks _____

Driver's License/ID # [REDACTED] Social Security # [REDACTED]

Present Residence Address

[REDACTED]
Street

[REDACTED]
City

[REDACTED]
State Zip

Home Phone () _____

Cell Phone () [REDACTED]

City of Roseville Police Department
MESSAGE BUSINESS PERMIT APPLICATION
Page 2 of 4

Name Oleg

Email Address 

Work e-mail, if different _____

REQUIRED: Business name and address of message establishment you will be working at:

Chakras SPA 192 Cobby Way #135 Roseville, CA 95678
Establishment Name Address

Message establishment phone # (916) 729-1659 Owner/Mgr _____

Designated Manager(s)

Name Oleg Kovalchuk 916-512-9856
Phone

Residential Address _____

Name _____ Phone _____

Residential Address _____

Applicant's Residence Address past five (5) years. (Begin with current address.)



Employment history last five (5) years. (Begin with the current or most recent; include address & phone.)

2013-2018. Chakra day SPA.

Do you now hold, or have you ever previously held, a permit for massage therapy or similar business?

☐ Yes ☒ No

If "Yes", explain when and where _____

Have you ever had a permit/license suspended or revoked (for any reason)? ☐ Yes ☒ No

If "Yes", provide explanation _____

Have you ever been convicted of a felony? ☐ Yes ☒ No

If "Yes", provide explanation _____

City of Roseville Police Department
MESSAGE BUSINESS PERMIT APPLICATION

Page 3 of 4

Name

Oleg

Have you ever been convicted of a misdemeanor involving moral turpitude? ☐ Yes ☒ No

What is "Moral Turpitude"? Moral turpitude is a legal concept in the United States that refers to the gross violation of standards of moral conduct. Conviction of crimes of moral turpitude may disqualify someone from an employment opportunity. Some examples of crimes involving "moral turpitude" include: grand theft, perjury, vice crimes, bigamy, rape, arson, blackmail, embezzlement, fraud, robbery, prostitution, murder, voluntary manslaughter, narcotic sales and falsifying a crime report. Liquor law violations and disorderly conduct do not fall under this classification.

Are you presently, or have you ever been, on informal/formal probation or parole in California or elsewhere? ☐ Yes ☒ No

If yes to any of the above two questions, provide all details, including probation/parole officer's name, office address and phone number.

Provide three (3) character references other than immediate family members (name, address & phone)

Are you now, or were you ever, a user of illegal narcotics/dangerous drugs? ☐ Yes ☒ No

Do you have a problem associated with excessive use of alcohol or drugs? ☐ Yes ☒ No

If your answer is yes, provide explanation:

Do you now have any communicable disease or skin infection? ☐ Yes ☒ No

I give permission to allow a background investigation to verify the information provided.

☒ YES INITIAL O. K

CHANGES OF ANY KIND TO THE INFORMATION PROVIDED ON THIS APPLICATION MUST BE REPORTED TO THE ROSEVILLE POLICE DEPARTMENT IN WRITING WITHIN TEN (10) CALENDAR DAYS.

PERMIT MUST BE RENEWED FIFTEEN (15) BUSINESS DAYS PRIOR TO EXPIRATION.

City of Roseville Police Department
MASSAGE BUSINESS PERMIT APPLICATION
Page 4 of 4

Name Oleg

I, the undersigned applicant, hereby certify under penalty of perjury that the answers and statements I have made on all pages of this application and in all supporting documents are true, correct and complete to the best of my knowledge and belief. I understand that any information misrepresented or intentionally omitted will result in automatic denial of this application, and/or revocation of the permit, and may subject me to criminal prosecution. I have read and understand the applicable sections of the Roseville Municipal Code as it applies to massage establishments and agree to abide by such ordinances. Please sign in front of City of Roseville witness.

[Signature]
APPLICANT: Signature

Oleg Kovachovskiy 04-24-18
Print name Date

TRANSLATOR: Signature

Print name

Phone #

[Signature]
CITY REPRESENTATIVE: Signature

Dottie Castro 4/24/18
Print name Date

▼ FOR POLICE DEPARTMENT USE ONLY ▼

- ✓ Driver's License or other government issued photo identification (attach copy)
- ✓ City Business License (attach copy)
- ✓ Application Fees Paid (City of Roseville \$28)
- ✓ Diploma/Certificate of Graduation – Min. training 125 hrs.
- ✓ FBI Check Fee \$17 / DOJ Check Fee \$32 / LiveScan Fee \$17
- ✓ Proof of Liability Insurance
- ✓ Copy of Rental Lease
- ✓ Photograph
- ✓ LERMS
- ✓ APOLLO
- ✓ Sac Co KPF
- ✓ LiveScan Results
- ✓ DMV
- ✓ Planning Dept. Zoning Approval

Roseville Municipal Code

[Up](#)[Previous](#)[Next](#)[Main](#)[Search](#)[Print](#)[No Frames](#)[Title 9 HEALTH AND SAFETY](#)[Chapter 9.10 MASSAGE SERVICES](#)[\[remove highlighting. \]](#)**9.10.080 Massage business permit issuance—Investigation—Grounds for denial.**

A. Upon receipt of a completed massage business permit application, the police chief shall conduct an investigation, including an inspection of the massage establishment, if applicable, to ascertain whether a permit should be issued as requested. The police chief shall, within 45 calendar days of receipt of the completed application, approve, condition or deny the permit.

B. The police chief may deny a permit provided for in this chapter if he or she finds any of the following:

1. The applicant, any owner, or any person directly engaged, employed, or retained in the massage business, has:

a. Been convicted of a violation of any provision of law pursuant to which a person is required to register under the provisions of Penal Code Section 290, or conduct in violation of California Penal Code Sections 266h, 266i, 314, 315, 316, 318, subsections (b) or (d) of Penal Code Section 647, Penal Code Sections 653.22 or 653.23, as may be amended, or convicted of an attempt to commit or conspiracy to commit any of the above-mentioned offenses, or any other crime involving dishonesty, fraud, deceit, or moral turpitude or when the prosecution accepted a plea of guilty or nolo contendere to a charge of a violation of California Penal Code Sections 415 or 602, as may be amended, or any lesser included or related offense, in satisfaction of, or as a substitute for, any of the previously listed crimes, or any crime committed while engaged in the ownership of a massage business or the practice of massage.

b. Been convicted of a violation of Health and Safety Code Section 11550 or any offense involving the illegal sale, distribution or possession of a controlled substance specified in Health and Safety Code Sections 11054, 11055, 11056, 11057 or 11058, as may be amended.

c. Been convicted of any offense in any other state or US territory, which is the equivalent of any of the above-mentioned offenses.

d. Been subjected to a permanent injunction against the conduction or maintaining of a nuisance pursuant to Sections 11225 through 11235 of the California Penal Code, as may be amended, or any similar provisions of law in a jurisdiction outside the state of California.

e. Committed an act in another jurisdiction which, if committed in this state, would have been a violation of law and which, if done by a permittee under this chapter, would be grounds for denial, suspension or revocation of the permit.

f. Committed any act, which, if done by a permittee, would be grounds for suspension or revocation of a permit.

g. Had a massage business permit or massage therapist/practitioner permit or other similar license or permit denied, suspended or revoked for cause by the city, any state, local agency or other licensing authority, or has had to surrender a permit or license as a result of pending criminal charges or in lieu of said permit or license being suspended or revoked.

2. The applicant has knowingly made any false, misleading or fraudulent statement of material fact in the application or in any documentation required to be filed in conjunction with said application.

3. The application does not contain all the information required by Section 9.10.050 and applicant fails to complete the application after having been notified of any additional information or documents required.

4. The applicant is not at least 18 years of age.

5. The massage establishment, as proposed, does not comply with all applicable laws, including, but not limited to, health, zoning, fire, building, and safety requirements and standards imposed by the laws of the state and the ordinances of the city, including this chapter.

6. The applicant failed to obtain all the necessary approvals from the necessary city departments or other governmental agencies, including, but not limited to, the city's development services department.
 7. The applicant has refused to or cannot meet the requirements established by this code.
 8. The required fee(s) have not been paid and/or any other requirements of this chapter have not been satisfied within the time specified.
 9. The massage establishment is proposed in the same location in which a massage establishment has previously been closed due to criminal activity within one year prior to the date of the application.
- C. Notwithstanding subsection B, the applicant shall not be denied a permit solely on the basis that he or she has been convicted of a felony if he or she has obtained a certificate of rehabilitation under Section 4852.01 of the California Penal Code, as may be amended, or on the basis that he or she has been convicted of a misdemeanor.
- D. If the police chief, upon completion of the investigation, determines the applicant does not fulfill the requirements set forth in this chapter, the police chief shall deny the application by dated written notice to the applicant. The applicant shall have the right of appeal as set forth in Section 9.10.090.
- E. Upon issuance of any permit, the police chief may limit the permit by any condition reasonably necessary to preserve the intent and purpose of this chapter. (Ord. 5836 § 1, 2017.)

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Roseville Municipal Code

[Up](#)[Previous](#)[Next](#)[Main](#)[Search](#)[Print](#)[No Frames](#)[Title 9 HEALTH AND SAFETY](#)[Chapter 9.10 MASSAGE SERVICES](#)[\[remove highlighting.\]](#)**9.10.140 Grounds for suspension and revocation of an active permit.**

Any permit issued under the terms of this chapter may be suspended or revoked if any permittee, his or her agent, employee, or independent contractor:

- A. Has demonstrated a pattern of violating or failing to comply with the terms and conditions of the permit.
- B. Does any act which violates any of the grounds for denial of the permit.
- C. Has demonstrated a pattern of violating any other provision of this chapter or any federal, state or local law or regulation relating to his or her permitted activity.
- D. Has demonstrated a pattern of engaging in or permitting misconduct substantially related to the qualifications, functions or duties of the permittee.
- E. Conducts the massage business in a manner contrary to the peace, health, or safety of the public.
- F. Has knowingly made any false, misleading or fraudulent statement of material fact in the application or in any documentation required to be filed in conjunction with said application.
- G. Has been convicted of any of the crimes identified in Section 9.10.080(B)(1)(a), (B)(1)(b) or (B)(1)(c).
- H. Engages in unprofessional conduct, including, but not limited to, the following:
 1. Engaging in sexually suggestive advertising related to massage services.
 2. Engaging in any form of sexual activity on the premises of a massage establishment where massage is provided for compensation.
 3. Engaging in sexual activity while providing massage services for compensation.
 4. Practicing massage on a suspended or revoked permit.
 5. Practicing massage without a permit.
 6. Providing massage of the genitals or anal region.
 7. Providing massage of the female breasts without the written consent of the person receiving the massage and a referral from a licensed California health provider.
 8. Dressing while engaged in the practice of massage for compensation, or while visible to clients in a massage establishment, in any of the following:
 - a. Attire that is transparent, see-through, or substantially exposes the massage professional's undergarments.
 - b. Swim attire, if not providing a water based massage modality approved by the CAMTC.
 - c. A manner that exposes the massage professional's breasts, buttocks, or genitals.
 - d. A manner that constitutes a violation of Section 314 of the California Penal Code, as may be amended.
 - e. A manner that is otherwise deemed by the CAMTC to constitute unprofessional attire based on the custom and practice of the profession in California. (Ord. 5836 § 1, 2017.)

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COUNCIL COMMUNICATION

CC #: 9421

File #: 0110

Title:	Tax Equity and Fiscal Responsibility Act for Conduit Financing for Adventist Health System/West
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 8/1/2018

Item #: 10.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Conduct the public hearing under the requirements of the Tax Equity & Fiscal Responsibility Act ("TEFRA") and the Internal Revenue Code of 1986, as amended.
2. Adopt a resolution approving the issuance of 501(c)(3) Bonds by the California Statewide Communities Development Authority ("CSCDA") to fund and reimburse costs associated with construction of Adventist Health's corporate office to be located in Roseville, California.

BACKGROUND

Pursuant to the provisions of the Joint Powers Act, commencing with Section 6500 of the California Government Code (the "Act"), a number of California cities, counties and special districts have entered into a joint exercise of powers agreement (the "Agreement") pursuant to which CSCDA was organized and founded by the League of California Cities and the California State Association of Counties.

Currently, over 530 cities, counties, districts or local agencies are Program Participants of CSCDA, and have participated in over \$60 billion of financings throughout the State. CSCDA is authorized by its Agreement to issue bonds, notes, or other evidences of indebtedness in order to promote economic development, including the provision for the benefit of organizations described under Section 501(c)(3) of the Internal Revenue Code of 1986 such as Adventist Health System/West. However, under the terms of the Agreement, CSCDA may not approve a financing unless the governing body of the Program Participant, herein the City, in whose jurisdiction the project is located (or to be located) approves the project and the financing. Furthermore, Section 147(f) of the Internal Revenue Code of 1986 requires that the proposed financing be approved by a governmental unit having jurisdiction over the area in which the facility to be financed is located. The financing will be treated as having been approved by a governmental unit if "the applicable

elected representative” of such governmental unit approves such issue after a public hearing following reasonable public notice of such hearing. The Joint Exercise of Powers Agreement provides that CSCDA is a public entity, separate and apart from each program participant executing such agreement. The debts, liabilities and obligations of CSCDA do not constitute debts, liabilities or obligations of the members executing such agreement.

The bonds to be issued by CSCDA for Adventist Health System/West (Adventist) will be the sole responsibility of Adventist. The City will have no financial, legal, moral obligation, liability or responsibility for the financing or the repayment of the bonds. All financing documents with respect to the issuance of the bonds will contain clear disclaimers that the bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by Adventist. Participation by the City with CSCDA will not impact the City’s appropriations limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFRA hearing, adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the bonds will be required.

Analysis

Adventist Health System/West is a faith-based, nonprofit integrated health system serving more than 80 communities on the West Coast and Hawaii. Founded on Seventh-day Adventist heritage and values, Adventist Health provides care in hospitals, clinics, home care agencies, hospice agencies and joint-venture retirement centers in both rural and urban communities. The Adventist team includes over 35,000 associates, medical staff physicians, allied health professionals and volunteers.

Adventist is seeking to finance approximately \$350,000,000 in three locations to (1) fund and reimburse costs associated with construction of Adventist Health’s corporate office to be located in Roseville, California; (2) financing the acquisition of certain facilities and related assets of The Fremont-Rideout Health Group, Rideout Memorial Hospital and United Com-Serve, which includes the refinancing of City of Marysville, California Revenue Bonds (the Fremont-Rideout Health Group) Series 2011 (the Series 2011 Bonds) and (3) repaying a portion of a line of credit drawn to redeem California Statewide Communities Development Authority Insured Revenue Bonds, (The Fremont-Rideout Health Group), Series 2006A (the Series 2006A Bonds). The cities of Marysville and Yuba City will be conducting their own TEFRA hearings for the financing.

FISCAL IMPACT

There is no fiscal impact to the City. Further, the City is not a party to any of the financing documents related to the Bond issuance and is not named in any of the disclosure documents describing the Bonds or the proposed financing.

ECONOMIC DEVELOPMENT / JOBS CREATED

The number of jobs to be created as a result of the resolution approving the issuance of Bonds to fund and reimburse costs associated with the construction of Adventist Health’s corporate office in Roseville is unknown.

ENVIRONMENTAL REVIEW

Conducting a TEFRA hearing 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

Dennis Kauffman, Finance Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-312

Notice of Public Hearing

RESOLUTION NO. 18-312

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE ISSUANCE FROM TIME TO TIME OF ONE OR MORE SERIES OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY REVENUE BONDS (ADVENTIST HEALTH SYSTEM/WEST), SERIES 2018, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$350,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION OF CERTAIN HEALTH CARE FACILITIES AND RELATED ASSETS OF THE FREMONT-RIDEOUT HEALTH GROUP, RIDEOUT MEMORIAL HOSPITAL AND UNITED COM-SERVE AND FINANCING AND REFINANCING THE ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN CORPORATE FACILITIES FOR ADVENTIST HEALTH SYSTEM/WEST, AND OTHER MATTERS RELATING THERETO

WHEREAS, Adventist Health System/West (the “Borrower”), a nonprofit corporation, has requested that the California Statewide Communities Development Authority (the “Authority”) participate in the issuance of one or more series of revenue bonds from time to time in an aggregate principal amount not to exceed \$350,000,000 (the “Bonds”) for the purpose of financing or refinancing the acquisition of certain health care facilities and related assets of The Fremont-Rideout Health Group, Rideout Memorial Hospital and United Com-Serve and for the purpose of financing and refinancing the acquisition, construction, and improvement of certain corporate facilities for the Borrower (the “Facilities”);

WHEREAS, the Borrower, The Fremont-Rideout Health Group, Rideout Memorial Hospital and United Com-Serve are each members of an obligated group;

WHEREAS, the health care facilities and related assets and the corporate facilities comprising the Facilities are owned and operated, or will be owned and operated, by the Borrower or one or more members of its obligated group;

WHEREAS, a portion of the proceeds of the Bonds in the amount of up to \$185,000,000 will be used to finance and refinance the acquisition, construction and improvement of a new corporate facility for the Borrower that is to be located within the City of Roseville (the “City”) at the location described in the notice of public hearing published in connection with this Resolution;

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the “Code”), the issuance of the Bonds by the Authority must be approved by the City because certain of the Facilities are located within the territorial limits of the City;

WHEREAS, the City Council of the City (the “Council”) is the elected legislative body of the City and is one of the applicable elected representatives required to approve the issuance of the Bonds under Section 147(f) of the Code;

WHEREAS, the Authority has requested that the Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 9 of the Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the “Agreement”), among certain local agencies, including the City;

WHEREAS, the Authority is also requesting the City approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed and/or refinanced the Facilities (the "Refunding Bonds"), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, pursuant to Section 147(f) of the Code, the Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority.

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

SECTION 1. The Council hereby approves the issuance from time to time of one or more series of the Bonds and Refunding Bonds by the Authority. It is the purpose and intent of the Council that this Resolution constitute approval of the issuance from time to time of one or more series of the Bonds and Refunding Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the issuer of the Bonds and the governmental unit having jurisdiction over the area in which the Facilities are located, in accordance with said Section 147(f) and (b) Section 9 of the Agreement.

SECTION 2. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Roseville this 1st day of August, 2018.

AYES:

NOES:

ABSENT:

Mayor

Attest:

By: _____
City Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on August 1, 2018, a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 (the “Code”) will be held with respect to the proposed issuance by the California Statewide Communities Development Authority of its revenue bonds in one or more series in an amount not to exceed \$350,000,000 (the “Bonds”). A portion of the proceeds of the Bonds in the amount of up to \$185,000,000 will be used to finance and refinance the acquisition, construction and improvement of a new corporate facility for Adventist Health System/West that is to be located at One Adventist Health Way, Roseville, California, 95661, at the corner of Eureka Road and N. Sunrise Avenue and N. Sunrise Avenue and Stone Point Drive, and at the corner of a private drive and Stone Point Drive and the same private drive and Eureka Road. The facility is to be owned and operated by Adventist Health System/West or any other member of its obligated group, each a nonprofit corporation and an organization as described in Section 501(c)(3) of the Code.

The hearing will commence at 7:00 p.m. or as soon thereafter as the matter can be heard and will be held by the City Council of the City of Roseville at City Council Chambers, City of Roseville, 311 Vernon Street, Roseville, California 95678.

Interested persons are invited to attend the public hearing, which will be the only public hearing held prior to the consideration by the City Council of the City of Roseville of a resolution authorizing the Bonds for the proposed purpose set out above. Interested persons wishing to express their views on the issuance of the Bonds or on the nature and location of the facilities proposed to be financed may attend the public hearing or, prior to the time of the hearing, submit written comments to the City Clerk, City of Roseville, 311 Vernon Street, Roseville, California 95678.

July 13, 2018.



COUNCIL COMMUNICATION

CC #: 9422

File #: 0709

Title:	Tax Equity and Fiscal Responsibility Act for Conduit Financing for Main Street Plaza Apartments, L.P.
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 8/1/2018

Item #: 10.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Conduct a public hearing, in accordance with the Tax Equity and Fiscal Responsibility Act ("TEFRA"), in consideration of the issuance of tax-exempt bond financing by the California Public Finance Authority ("CalPFA") to provide financing for the acquisition and construction of a 65-unit multifamily rental housing project to be located at 304 Washington Boulevard, known as Main Street Plaza Apartments; and
2. Adopt the attached resolution approving the issuance of bonds by the CalPFA, in an amount not to exceed \$15,000,000, to provide financing for the acquisition and construction of the Main Street Plaza Apartments and authorize the Acting City Manager to execute the Joint Exercise of Powers Agreement so the City can join CalPFA as an additional member.

BACKGROUND

Main Street Plaza Apartments, L.P., acting as the Borrower, has requested that the California Public Finance Authority ("CalPFA") serve as the municipal issuer of tax-exempt multi-family housing revenue bonds in an aggregate principal amount not to exceed \$15,000,000 (the "Bonds"). The proceeds of the Bonds will be used for the purpose of CalPFA making a loan to the Borrower in order to finance the acquisition and construction of a 65-unit affordable multifamily housing rental project to be located at 304 Washington Boulevard, Roseville, California (the "Project"), which will be owned by Main Street Plaza Apartments, L.P. and managed by The John Stewart Company.

The Project is the proposed new construction of 65 apartments for low-income families and special needs individuals, including homeless veterans; 3,000 sq. ft. of ground floor retail; and a public pedestrian paseo. The Project will offer 21 one-bedroom, 12 2-bedroom and 11 3-bedroom units ranging from 30-60% AMI and 1 two-bedroom manager's unit. Nineteen of the

units will serve veterans receiving HUD-VASH rental subsidy vouchers, while 3 units will serve low-income families, including veteran families, receiving Section 8 project-based rental subsidy vouchers. The project will include a four-story building that will be designed to complement the neighborhood while providing a high-quality and safe environment for its residents. Units will contain a fully equipped kitchen/bath and common-areas include an outdoor courtyard with barbecue areas, children's play area, laundry facilities, offices for property management and supportive services.

In order for the Bonds to qualify as tax-exempt bonds, the City of Roseville ("City") must conduct a public hearing (the "TEFRA Hearing") providing the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Action to adopt the attached resolution is solely for the purposes of satisfying the requirements of the Tax Equity and Fiscal Responsibility Act ("TEFRA"), the Internal Revenue Code and California Government Code Section 6500. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community, which has been completed through the published public hearing notice in the Press Tribune. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project. Action on the attached resolution carries out this part of the required process.

CalPFA is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt and taxable conduit bonds for public and private entities throughout California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure and improve the overall quality of life in local communities.

In order for CalPFA to issue the multifamily residential housing revenue bonds, the City must become a Member of the CalPFA as an Additional Member under Section 12 of the CalPFA Joint Exercise of Powers Agreement ("Agreement") attached. The Resolution provided in also authorizes the City Manager or designee to execute the Agreement, which will give the CalPFA authority to issue the Bonds for the Project. CalPFA is not permitted to issue bonds or notes for a project without first conducting a public (TEFRA) hearing and obtaining permission from the governing board of the jurisdiction in which the project is located, in this case the City Council of the City of Roseville.

FISCAL IMPACT

There is no fiscal impact to the City. The Bonds issued by CalPFA are payable solely from revenues and receipts derived from a loan to be made by CalPFA to the Borrower with the Bond proceeds. The City bears no liability with respect to the issuance of the Bonds. Further, the City is not a party to any of the financing documents related to the Bond issuance and is not named in any of the disclosure documents describing the Bonds or the proposed financing.

Once becoming a member of CalPFA, CalPFA will provide the City with an annual payment of 10% (estimated to be about \$695 per year) of the Authority's collected administrative fees related to the Project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Estimates of total employment created can be based on expenditure data, consistent with guidance from the Council of Economic Advisers (CEA). Total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year for every \$92,000 in direct government spending. Therefore, the bond proceeds and subsequent loan from CalPFA to Main Street Plaza Apartments' owners, could yield dozens of jobs in the construction of the development.

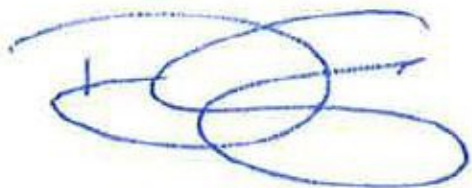
ENVIRONMENTAL REVIEW

Conducting a TEFRA hearing 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

Dennis Kauffman, Finance Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-313

Joint Exercise of Powers Agreement

Notice of Public Hearing

RESOLUTION 18-313

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE ISSUANCE BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF MAIN STREET PLAZA APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, Main Street Plaza Apartments, L.P. (the "Borrower") or a partnership created by Meta Housing Corporation (the "Developer"), consisting at least of the Developer or a related person to the Developer and one or more limited partners, has requested that the California Public Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of one or more series of revenue bonds issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an aggregate principal amount not to exceed \$15,000,000 (the "Bonds") for the acquisition, construction, improvement and equipping of a 65-unit multifamily rental housing project located at 304 Washington Boulevard, Roseville, California, generally known as Main Street Plaza Apartments (the "Project") and operated by The John Stewart Company; and

WHEREAS, the Project is located within the City of Roseville (the "City"); and

WHEREAS, the City proposes to become an Additional Member of the Authority pursuant to Section 12 of the Joint Exercise of Powers Agreement (the "Agreement") relating to the California Public Finance Authority; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the issuance of the Bonds by the Authority must be approved by the City because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is the applicable elected representative under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, the City Council understands that its actions in holding this public hearing and in approving this Resolution do not obligate the City in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, and said City Council expressly conditions its approval of this Resolution on that understanding.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville as follows:

Section 1. The City hereby requests to become an Additional Member of the Authority pursuant to Section 12 of the Agreement. The Agreement is hereby approved and the Mayor of the City and all other proper officers and officials of the City, or a designee thereof, are hereby authorized and directed to execute the Agreement.

The City Council hereby approves the issuance of the Bonds by the Authority for the purposes of financing the Project. It is the purpose and intent of the City Council that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located.

Section 2. The officers of the City Council are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 3. The City Council expressly conditions its approval of this Resolution on its understanding that the City shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Loan for the financing of the Project.

Section 4. This Resolution shall take effect from and after its passage and approval.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Roseville held on this ____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSENT:

MAYOR

ATTEST:

CLERK

**JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA PUBLIC FINANCE AUTHORITY**

THIS AGREEMENT, dated as of May 12, 2015, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the "Members" and those parties initially executing this Agreement are referred to as the "Charter Members"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a "public agency" as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means; and

WHEREAS, each Member is also empowered by law to acquire, construct, improve, operate and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, leases, installment sale or other financing agreements or certificates of participation therein (herein "Bonds"), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, purchase or acquisition of property, receivables, commodities, bonds, other revenue streams or assets of any kind, liability or other insurance, or retirement programs, or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, by this Agreement, each Member desires to create and establish the "California Public Finance Authority" for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement, resolution or other instrument pursuant to which such Bonds are issued.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Public Finance Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Members. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

B. BOARD.

The Authority shall be administered by the Board of Directors (the "Board," or the "Directors" and each a "Director") whose members shall be, at all times, members of the Board of Supervisors (the "Board of Supervisors") of Kings County, California, with each such Director serving in his or her individual capacity as Director of the Board. The term of office as a member of the Board shall terminate when such member shall cease to be a member of the Board of Supervisors and the successor to such member of the Board of Supervisors shall become a member of the Board.

Notwithstanding the preceding paragraph, the Board may by resolution or bylaws provide for changes in the qualifications, composition and number of Directors, the appointment of Directors, successors, their respective terms of office and any other provisions relating to the qualification and office of the Directors, including provision for alternative Directors (in which case all references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director).

The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein.

Directors shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors present at the meeting, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such bylaws, policies or rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, improve, own, maintain and operate, or provide for maintenance and operation, and sell, lease, pledge, assign, mortgage or otherwise dispose, of any property, improvements, commodities, leases, contracts, receivables, bonds or other revenue streams or assets of any kind; to exercise the power of condemnation; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to establish and collect fees; to form public benefit nonprofit corporations or other affiliate entities to accomplish any of its purposes; to make grants, loans or provide other financial assistance to governmental, nonprofit and for profit organizations to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes. The boundaries of the Authority shall encompass the boundaries of all the Members and the powers of the Authority may be exercised anywhere within those boundaries or to the extent permitted by the laws of the State of California, including, but not limited to the Joint Exercise of Powers Act, outside of those boundaries, which may be outside of the State of California, provided that the power of condemnation may only be exercised within the jurisdictional boundaries of the Charter Members.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property, contracts or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California county could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2015.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing or refinancing or on post-issuance compliance or administration may be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds, payments made by Bond obligors or other third parties, or any other unencumbered funds of the Authority available for such purpose.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except the Authority from the revenues and funds pledged and available therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds nor shall the

Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity, and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 9. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided that, to the extent permitted by law, the Authority may provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Charter Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Charter Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

Qualifying public agencies may also be added as Non-Charter Members ("Additional Members") of the Authority upon: (1) the filing by such public agency with the Authority of a resolution of the governing body of such public agency requesting to be added as an Additional Member of the Authority, and (2) adoption of a resolution of the Board approving the addition of such public agency as an Additional Member. An Additional Member may limit in the aforementioned resolution the scope of its Additional Membership to what is necessary or appropriate to facilitate the financing or refinancing of one or more specified projects or programs.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that at least one Member shall be a Charter Member and no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board, which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by

reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. The Board may purchase a policy or policies of insurance in furtherance of any indemnification obligation created or otherwise in protection of Directors, officers, employees or other agents.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and to nonprofit organizations to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Sections 3B and 12 above, this Agreement shall not be amended, modified, or altered, unless the written consent of each of the Charter Members is obtained; provided that no amendment shall materially adversely affect the interests of any Additional Member unless the negative consent of that Additional Member is also obtained. To obtain the negative consent of each such Additional Member, the following negative consent procedure shall be followed: (a) the Authority shall provide each such Additional Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each such Additional Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become

effective; and (c) if no such Additional Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Charter Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Charter Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

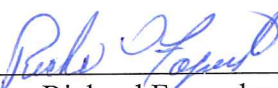
This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Charter Member:

COUNTY OF KINGS

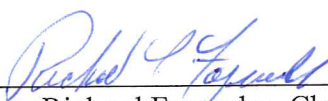
By 
Richard Fagundes, Chairman
Kings County Board of Supervisors

ATTEST:

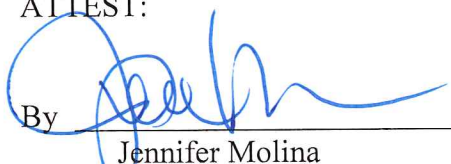
By 
Catherine Venturella
Clerk of the Board

Charter Member:

HOUSING AUTHORITY OF THE
COUNTY OF KINGS

By 
Richard Fagundes, Chairman

ATTEST:

By 
Jennifer Molina
Clerk of the Housing Authority Board

IN WITNESS WHEREOF, the Additional Members hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

Dated: _____

Additional Member Name:

By:
Its:

ATTEST:

By:
Its:

NOTICE OF PUBLIC HEARING
REGARDING ISSUANCE OF
MULTIFAMILY HOUSING REVENUE BONDS FOR
MAIN STREET PLAZA APARTMENTS

NOTICE IS HEREBY GIVEN that, at 7:00 p.m., or as soon thereafter as the matter can be heard, on Wednesday, August 1, 2018, at the City Council Chambers, 311 Vernon Street, Roseville, California, the City Council of the City of Roseville (the "City") will conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, at which it will hear and consider information concerning a proposed plan of financing providing for the issuance by the California Public Finance Authority of multifamily housing revenue bonds in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed \$15,000,000 in outstanding aggregate principal amount, to finance the acquisition and construction of a 44-unit multifamily rental housing project located at 304 Washington Boulevard, Roseville, California. The facilities are to be owned by Main Street Plaza Apartments, L.P. (the "Borrower") or a partnership created by Meta Housing Corporation (the "Developer"), consisting at least of the Developer or a related person to the Developer and one or more limited partners, operated by The John Stewart Company, and are generally known as Main Street Plaza Apartments (the "Project").

Those wishing to comment on the proposed financing and the nature and location of the Project may either appear in person at the public hearing or submit written comments, which must be received by the City prior to the hearing. Written comments should be sent to City of Roseville at 311 Vernon Street, Roseville, California 95678, Attention: City Clerk.

CITY CLERK
CITY OF ROSEVILLE

Dated: July____, 2018