



AGENDA

September 21, 2022
VIDEO

CITY COUNCIL
6:00 p.m.
Council Chambers
311 Vernon Street
Roseville, California
www.roseville.ca.us

The meeting may be viewed on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live on the City's website at roseville.ca.us/watch and roseville.ca.us/agenda, and the City's YouTube channel at youtube.com/CityofRosevilleCa.

If you need a disability-related modification or accommodation to participate in this meeting, please contact Voice: 916-774-5200, TDD: 916-774-5220. Requests must be made as early as possible.

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

If an agenda item is open to public comment, such public comment shall be 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 - If applicable, the Consent Calendar consists of routine items that may 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 or Secretary at least 72 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 a presentation regarding an agenda item, audio/visual materials must be submitted to the City Clerk or Secretary at least 72 hours in advance.

Security procedures are in place to attend Roseville City Council meetings. All attendees must successfully pass through a security metal detector. Any person with a prohibited item will not be allowed entry. Prohibited items include, but are not limited to: firearms (even with valid CCW), knives, pepper spray/mace, explosives of any kind/ any weapons and/or dangerous devices of any kind, illegal drugs and alcohol.

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. **PUBLIC COMMENTS**
6. **CONSENT CALENDAR**

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

6.1. Roseville Energy Park Water Treatment Clarifier - Sole Source Purchase Order

Memo from Power Plant Engineer Michael Zasso and Electric Utility Director Daniel Beans recommending the City Council adopt RESOLUTION NO. 22-372 APPROVING A SOLE SOURCE PURCHASE ORDER FOR A SPECIALIZED WATER TREATMENT CLARIFIER. This item requests approval of a sole source purchase order to Hoffland Environmental, Inc. for a specialized water treatment clarifier in the amount of \$99,500. Staff additionally requests authority for the City Manager or his designee to approve change orders for the purchase, not to exceed twenty percent (20%) of the contract price (\$19,900) for a total not to exceed amount of \$119,400. Funding is included in the Electric Department's FY2022-23 budget in the Electric Fund.

CC #: 2309

File #: 0800-03

CONTACT: Michael Zasso 916-746-1665 mzasso@roseville.ca.us

6.2. Bridge Preventative Maintenance Project - Award of Contract and Budget Adjustment

Memo from Assistant Engineer Joseph Arino and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-361 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND AMERICAN CIVIL CONSTRUCTORS WEST COAST LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6553 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council award an agreement to American Civil Constructors West

Coast LLC for \$985,000.93. The project will repair, treat, and seal approximately 250,000 square feet (over 8 miles) of bridge decking. Staff also requests approval of a budget adjustment in the amount of \$942,600 to augment the existing project budget and fully fund construction; and provide change order authority of 10% of the contract amount or \$98,500.09. The estimated total cost of the project of \$1,802,157, which also includes design, construction management and staff time, will be fully funded with \$1,301,550 of Highway Bridge Program Grant Funds and \$500,607 from the City Roadway Fund. No General Fund resources will be used for the project.

CC #: 2308

File #: 0900-04 & 0201-01

CONTACT: Joseph Arino 916-774-5460 jarino@roseville.ca.us

6.3. Wastewater Collections Warehouse Project Forklift Purchase – Budget Adjustment

Memo from Materials Technician Loni Randolph and Environmental Utilities Director Richard Plecker recommending the City Council adopt ORDINANCE NO. 6554 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a budget adjustment for \$41,500 to fund the purchase of a forklift for the Wastewater Collections Warehouse Project. There is sufficient funding in the Wastewater Collections Warehouse project, budgeted in the Wastewater Construction Fund, to cover the cost of this vehicle. Once the forklift is operational, the cost of its ongoing rent and replacement will be budgeted in the Wastewater Collections cost center in the Wastewater Operations Fund.

CC #: 6554

File #: 0203-09 & 0201-01

CONTACT: Loni Randolph 916-746-1898 lrandolph@roseville.ca.us

6.4. Intrinsically Safe Radios - Purchase Order

Memo from Fire Division Chief Jason Rizzi and Fire Chief Rick Bartee recommending the City Council approve a purchase order for the purchase of intrinsically safe portable radios for use by the Fire Department approved in the FY2020-21 budget. The total cost is \$144,301. The Roseville Fire Department operates a Type I Hazardous Materials Response Team and a Type II Rescue Team. The radios currently used by these teams are not rated as intrinsically safe for use in hazardous or flammable atmospheres. Intrinsically safe portable radios are designed not to spark a fire or explosion when utilized in hazardous or flammable atmospheres. On May 18, 2022 City Council approved a \$200,000 appropriation from the FY2020-21 General Fund year-end surplus for the purchase of the intrinsically safe portable radios for use by the Fire Department.

CC #: 2313

File #: 0203-12

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

- 6.5. LifePak Monitor/Defibrillators - Purchase Order and Budget Adjustment
Memo from Fire Division Chief Jason Rizzi and Fire Chief Rick Bartee recommending that the City Council adopt ORDINANCE NO. 6555 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of the purchase of thirteen defibrillators and a budget adjustment of \$105,000 to increase the existing budget for the Defibrillator Replacement Project approved during the FY2021-22 budget from FY2020-21 General Fund year-end surplus funds. The total cost of the defibrillators is \$854,480.

CC #: 2315

File #: 0203-12 & 0201-01

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

- 6.6. Network Firewalls Subscription and Support - Purchase Order

Memo from Information Security Administrator Cesar Gamez and Chief Information Officer Hong Sae recommending the City Council approve a purchase order with CDW-G for subscription and support of the City's network firewalls using the competitively-bid contract Naspo ValuePoint AR3229 California Addendum 7-14-7047-06. The annual subscription and support cost of \$122,388.82 is included in the approved FY2022-23 Information Technology Operations Fund budget.

CC #: 2314

File #: 0203-06

CONTACT: Cesar Gamez 916-774-5408 pcgamez@roseville.ca.us

Resolutions

- 6.7. Response to 2021-2022 Grand Jury Final Report: Homelessness in Placer County

Memo from Assistant City Manager Dion Louthan and City Manager Dominick Casey recommending the City Council adopt RESOLUTION NO. 20-365 AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE THE RESPONSE TO THE 2021-22 GRAND JURY FINAL REPORT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a response to the Placer County Grand Jury's 2021-22 Final Report: Homelessness in Placer County which was issued on June 30, 2022. The report included seventeen (17) findings and nine (9) recommendations, based on the Grand Jury's investigations, as required by law. Of the nine (9) recommendations, the Roseville City Manager was directed to provide a response, along with the Mayor, to recommendation #5 only. Upon approval by the City Council, the response will be provided to the Presiding Judge of the Placer County Superior Court and to the Placer County Grand Jury. There is no fiscal impact associated with this particular request.

CC #: 2317

File #: 0102

CONTACT: Dion Louthan 916-774-5362 dlouthan@roseville.ca.us

6.8. Sierra Vista Specific Plan Mitigation Fee Program Administration - Professional Service Agreement

Memo from Management Analyst Stacie Marchetti and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-362 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ECONOMIC AND PLANNING SYSTEMS INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of a professional service agreement with Economic & Planning Systems, Inc for Sierra Vista Specific Plan Mitigation Fee Program administration. The total cost of the service is \$200,000 annually. Funding is included in the developer-paid Sierra Vista Infrastructure Fee program.

CC #: 2310

File #: 0400-04-12 & 0800-06 & 0215

CONTACT: Stacie Marchetti 916-774-5278 smarchetti2@roseville.ca.us

6.9. Regional Water Authority and Bureau of Reclamation - Biological Opinion Services and Support Program Agreement, Common Interest and Cost Share Agreement, and Memorandum of Understanding

Memo from Assistant Environmental Utilities Director Sean Bigley and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 22-369 APPROVING THE REGIONAL WATER AUTHORITY PROGRAM AGREEMENT FOR BIOLOGICAL OPINION SERVICES AND SUPPORT, THE COMMON INTEREST AGREEMENT FOR COORDINATED PARTICIPATION: RECONSULTATION ON BIOLOGICAL OPINION FOR THE CENTRAL VALLEY PROJECT AND RELATED MATTERS, AND THE MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES OF AMERICA DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the Regional Water Authority's (RWA) Biological Opinion Services and Support Program Agreement, the Common Interest and Cost Share Agreement and the Memorandum of Understanding between the U.S. Bureau of Reclamation and various American River parties. Collectively, these agreements will allow the City, working with other American River water agencies and RWA, to protect the City's collective interests during the development of updated Biological Opinions to operate the Central Valley Project and the State Water Project. Roseville's cost for participation in this coordinated effort is \$95,750. The total cost of the regional effort is \$861,750 with participation by the City of Folsom, City of Sacramento, El Dorado Irrigation District, El Dorado Water Agency, Placer County Water Agency, Sacramento County Water Agency, Sacramento Municipal Utilities District, and Sacramento Suburban Water District. Roseville's \$95,750 share will be paid from the existing budget within the Water Utility Administration budget funded from the Water Operations Fund which receives revenue from water utility sales.

CC #: 2320

File #: 0800-02

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

6.10. Dry Creek Greenway East Trail Project – Agreement for Sale of Conservation Credits

Memo from Associate Engineer Cathy Gosalvez and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-368 APPROVING AN AGREEMENT FOR SALE OF CONSERVATION CREDITS, BY AND BETWEEN THE CITY OF ROSEVILLE AND RIPARIAN RANCH, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of an Agreement for Sale of Wetland Mitigation Credits from Riparian Ranch, LLC in the amount of \$267,200 as mitigation for impacts to riparian salmonid habitat due to the construction of the Dry Creek Greenway East Trail Project over portions of Dry Creek, Cirby Creek, and Linda Creek, as required by a permit with the National Marine Fisheries Service. The purchase of the credits is included in the project budget. No General Fund resources will be used for this project.

CC #: 2319

File #: 0721-05

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

6.11. Electrical Engineering Services - On-Call Professional Design Services Agreements

Memo from Design & Construction Project Manager Rjahja Canlas and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-366 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CAPITAL ENGINEERING CONSULTANTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 22-367 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND GLUMAC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve professional design services agreements for on-call electrical engineering services with Capital Engineering Consultants, Inc. and GLUMAC. The intent is to utilize these electrical engineering professional design services agreements to meet project demands. The on-call agreements will allow for more responsiveness to the City's needs along with greater quality control. The on-call agreements do not guarantee an annual amount of work and are in place on an "as-needed" basis. The initial term (approximately 3 years) commences on the date of award and runs through June 30, 2025. The authorization for the initial three-year term is a not-to-exceed amount of \$450,000. Staff request authority for two additional one-year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest. The authorization for the two optional one-year renewals is a not-to-exceed amount of \$150,000 per year. Work performed under these agreements will utilize capital rehabilitation funds and/or capital improvement project funds in the approved City budget.

CC #: 2318

File #: 0800-04

CONTACT: Rjahja Canlas 916-774-5740 rcanlas@roseville.ca.us

6.12. Mechanical Engineering Services - On-Call Professional Design Services Agreements

Memo from Design & Construction Project Manager Rjahja Canlas and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-363 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CAPITAL ENGINEERING CONSULTANTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 22-364 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND GLUMAC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of a professional design services agreement with Capital Engineering Consultants, Inc and GLUMAC for on-call mechanical engineering services. The intent is to utilize these agreements to meet project demands. The on-call agreements will allow for more responsiveness to the City's needs along with greater quality control. The on-call agreements do not guarantee an annual amount of work and are in place on an "as-needed" basis. The initial term (approximately 3 years) commences on the date of award and runs through June 30, 2025. Two additional one-year renewals are requested without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest. The authorization for the initial term is a not-to-exceed amount of \$450,000. The authorization for the two optional one-year renewals are a not-to-exceed amount of \$150,000 per year. Work performed under these agreements will utilize capital rehabilitation funds and/or capital improvement project funds in the approved City budget.

CC #: 2316

File #: 0800-04

CONTACT: Rjahja Canlas 916-774-5740 rcanlas@roseville.ca.us

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

6.13. 1415 Vernon Street Property and Vehicle Purchase - Budget Adjustment

Memo from Interim Electric Finance Administrator Joanna Cucchi and Electric Utility Director Dan Beans recommending the City Council adopt ORDINANCE NO. 6552 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff request Council approval of a budget adjustment in the amount of \$434,504 from the Electric Fund to cover costs for the acquisition of 1415 Vernon Street and purchase of a bucket truck. The Electric Utility Department anticipates the need for a future expansion of the Vernon Street Substation and has acquired the parcel directly

adjacent to the substation site. The parcel acquisition was approved by City Council and initiated in FY2021-22, and the transaction was finalized in FY2022-23. The Electric Department is also adding a bucket truck for the City's troubleshooting crew in the amount of \$140,000. There are adequate resources in the Electric fund for this expenditure increase.

CC #: 2306

File #: 1002 & 0203-01 & 0201-01

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

6.14. Prospera at Fiddymment, Affordable Rental Housing - Housing Trust Fund Loan Agreement, Promissory Note, Deed of Trust, and Regulatory Agreement and Budget Adjustment

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION 22-371 APPROVING A HOUSING TRUST FUND LOAN AGREEMENT, PROMISSORY NOTE, DEED OF TRUST AND REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, BY AND BETWEEN THE CITY OF ROSEVILLE AND FIDDYMENT AFFORDABLE PARTNERS, LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM AND ANY RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6556 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of the necessary loan documents and regulatory agreement between the City and Fiddymment Affordable Partners, L.P. to fund the Prospera at Fiddymment affordable housing project, in the West Roseville Specific Plan, in the amount of \$2.5 million. The Prospera at Fiddymment will include 94 units. The recommended loan documents and regulatory agreement support the City's General Plan in meeting affordable housing goals. The City's Local Housing Trust Fund receives funding from developer in-lieu fees, payoffs from resales and payoffs from developer subsidy loans. The Housing Division has funding available in the Local Housing Trust Fund and will pair it with the recently increased State Housing & Community Development Local Housing Trust Fund award of \$2.8 million. The recommended budget adjustment appropriates the grant award of \$2.8 million in the Grants Fund and the required matching funds of \$2.8 million in the City's Local Housing Trust Fund, providing a total of \$5.6 million for projects. The spending plan for the remaining grant funds will be brought forward to the City Council at a later date. No General Fund resources will be used in the development of this project.

CC #: 2322

File #: 0709-03-02 & 0400-04-09-1 & 0201-01

CONTACT: Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us

Reports / Requests

6.15. Staffing Changes

Memo from Human Resources Manager Linda Hampton and Human

Resources Director Stacey Peterson recommending the City Council approve the citywide position allocation schedule reflecting one new Senior Engineer position and the reclassification of two vacant positions as part of an ongoing assessment of the appropriate staffing levels to provide a high level of service to the community. For the remainder of FY2022-23, the total impact to the Information Technology Operations Fund is \$6,359 and to the Environmental Utilities funds is \$132,288.

CC #: 2311

File #: 0600-01

CONTACT: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

END OF CONSENT CALENDAR

7. 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.

7.1. Community Development Block Grant 2021 Consolidated Annual Performance and Evaluation Report

Memo from Housing Analyst Kristine Faelz and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 22-370 APPROVING THE 2021 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2021 CAPER TO THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD). Staff requests Council approval of the City's Consolidated Annual Performance and Evaluation Report (CAPER) for the federal Community Development Block Grant Program and authorization to submit the CAPER to the federal Department of Housing and Urban Development. CDBG

funds are a federal entitlement grant provided annually to the City of Roseville. These funds are used to offset potential costs to the General Fund and to serve the community. This item does not result in any impact to the City's General Fund.

CC #: 2321

File #: 0113-02 & 0709

CONTACT: Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us

8. COUNCIL REPORTS / PUBLIC COMMENTS

9. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 2309
File #: 0800-03

Title: Roseville Energy Park Water Treatment Clarifier - Sole Source Purchase Order
Contact: Michael Zasso 916-746-1665 mzasso@roseville.ca.us

Meeting Date: 9/21/2022
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a sole source purchase order to Hoffland Environmental, Inc. for a specialized water treatment clarifier. Staff additionally requests authority for the City Manager or his designee to approve change orders for the purchase, not to exceed twenty percent (20%) of the contract price.

BACKGROUND

The Roseville Energy Park (REP) Zero Liquid Discharge (ZLD) system produces demineralized water for steam production and treats the REP's process waste water. Within the ZLD system, the clarifier receives and treats process waste waters from various filters and softeners. The clarifier is specifically sized to treat this process waste water and was designed by Hoffland Environmental, Inc. The foundation design for the clarifier is specific to the existing clarifier's weight and dimensions.

The existing clarifier is at end of life and needs to be replaced to maintain proper ZLD system operation. A quote from Hoffland Environmental, Inc. was obtained for a like-in-kind replacement of the existing clarifier with a material upgrade to extend asset life.

Hoffland Environmental Inc. manufacture their own products and is the City's only available source for procurement. Hoffland Environmental Inc. has provided a letter stating that they are the manufacturer of their own products.

FISCAL IMPACT

Total cost of the equipment is \$99,500, with change order authority not to exceed twenty percent (20%) of the contract price (\$19,900) for a total not to exceed amount of \$119,400. Funding is included in the Electric Department's FY2022-23 departmental budget in the Electric Fund.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase of a Water Treatment Clarifier at the REP meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

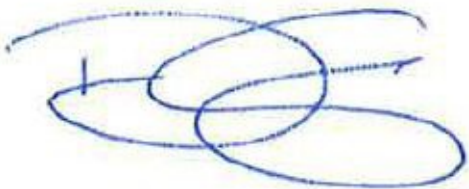
Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Michael Zasso, Power Plant Engineer

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 22-372

Vendor Quotation

RESOLUTION NO. 22-372

APPROVING A SOLE SOURCE PURCHASE ORDER FOR
A SPECIALIZED WATER TREATMENT CLARIFIER

WHEREAS, a sole source purchase order with Hoffland Environmental, Inc., for a specialized water treatment clarifier, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved; and

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders for the purchase, consistent with the contract terms, provided that the net cost of all change orders shall not exceed twenty percent (20%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



May 26, 2022

Roseville Energy Park
5120 Philip Road
Roseville, CA 95747

Phone #: 916-746-1656
Email: nribordy@roseville.ca.us

Contact: Tony Johnson
Reference: HEI Quotation No. 19069 R7
Equipment: Clarifier
HEI Clarifier Model: 440/60/SC, Custom designed with extended sludge storage and w/o Flash/Floc Chamber

Hoffland Environmental, Inc. is pleased to provide the following inclined plate clarifier quotation. Refer to HEI's web page www.heienv.com for more information on the clarifier, engineering specifications and installation drawings.

HEI is a leader in designing, manufacturing, and installing industrial wastewater treatment equipment throughout the U.S. and several foreign countries. In addition to wastewater treatment, HEI is a pioneer in the metal recovery, closed loop and water reuse systems. HEI has manufactured and installed over 1000 wastewater treatment systems.

The 440/60/SC has been custom designed with an extended cone bottom for increased sludge capacity and a "Clarifier Only" configuration without an attached flash mix and flocculation tank.

We appreciate your interest in our products and look forward to the opportunity of supplying this equipment. Should you have any questions please do not hesitate to call.

Regards,

David Hajduk

David Hajduk
davidh@heienv.com
970-261-1819 (M)
936-856-4515 Ext 208

440/60/SC CLARIFICATION UNIT

HEI shall provide an inclined plate clarifier according to the attached design specification. The clarifier described in this proposal is constructed of ¼" ASTM A36 Structural carbon steel. The inclined plates are Stainless Steel 304L

Specifications (Refer to web page at www.heienv.com)

Model Number: M= Motorized Rake C= 120" Long plates	440/60/SC
Horizontal Projected Settling Area:	480
Total Settling Surface Area:	960
Design Flow Rate @ 0.25 gpm/sq.ft.	120 gpm
Peak Flow Rate @ 0.50 gpm/sq.ft	240 gpm

Construction

One (1) HEI 440/60/SC high-rate inclined plate clarifier with 480 sq. ft. of horizontal projected settling area, maximum flow rate 110 - 200 gpm. The Stainless-Steel Inclined Plates are supported by rigidly mounted 2" stainless steel combs. All metal fasteners are constructed of 316 series stainless steel. The inclined plates are supported the full length on both sides and center. To enhance solids removal, the inclined plates are set on a 60° angle. The clarifier sizing is based upon an influent stream not exceeding 1500 ppm suspended solids. If the suspended solids exceed 1500 mg/l, the underflow must be increased proportionately.

The inlet compartments are specifically designed to dissipate hydraulic momentum. Uniform flow through the pack is assured by the use of SS plate adjustable Orifice Plate which imposes up to 1" static head.

The Clarifier has an inverted pyramid bottom compartment.

To enhance the corrosion resistance and extend the units service life, sacrificial zinc anodes have been installed in the steel tank.

HOFFLAND ENVIRONMENTAL, INC.

10391 Silver Springs Road, Conroe, TX, 77303

Phone: (936) 856-4515

www.heienv.com

Equipment Calculations

Hydraulic Loading Rate:

Total Surface Area = 960 ft²
2 Plate Pack Section – 46 total plates
Each plate – 2' x 10' SS plate
Total Surface area – 10 x 46 x 2' = 960 ft²

Horizontal Projected Area:

Inclined Plates are Inclined at 60° Angle
Cosine of 60° Angle = 0.500
Horizontal Surface Area = Cosine 60° Angle x Surface Area = 480 ft²

Hydraulic Loading Rate:

Max. Flow ÷ Horizontal Projected Area = Hydraulic Loading Rate
220 gpm ÷ 480 ft² = 4.5 gpm/ft² = Max Loading
Average Flow = 60 gpm ÷ 440 ft² = 0.125 gpm/ft² = Average Loading

Max Flow Rate in Plate Pack:

Flow Rate per Plate = 220 ÷ 46 plates = 4.7 gpm/plate
4.7 gpm/Plate = 0.627 ft³/min = 0.01047 ft³/sec
Cross Section Area of Plate 2" x 24" = 0.33 ft²
Flow Rate 0.01047 ft³/sec ÷ 0.33 ft² = 0.031732 ft/sec

Velocity in Feed Bay:

Cross Section Area of Feed Bay
5' x 9' = 99 ft²
Max. Flow Rate 220 gpm = .49 ft³/sec
Velocity 0.49 ft³/sec ÷ 99 ft² = 0.01 ft/sec

Velocity in Feed Ducts:

2 @ Feed Ducts – 0.5 ft wide x 4 ft high
Total area of Feed Ducts 2 x 0.5 x 4 = 4.0 ft²
Max Flow Rate 220 gpm = .49 ft³/sec
Max Velocity – 0.49 ft³/sec ÷ 4.0 ft² = 0.1225 ft/sec

Calculation Summary:

Velocity in Feed Bay – 0.01 ft/sec
Velocity in Feed Ducts – 0.1225 ft/sec
Velocity in Plate Pack – 0.031732 ft/sec

HOFFLAND ENVIRONMENTAL, INC.

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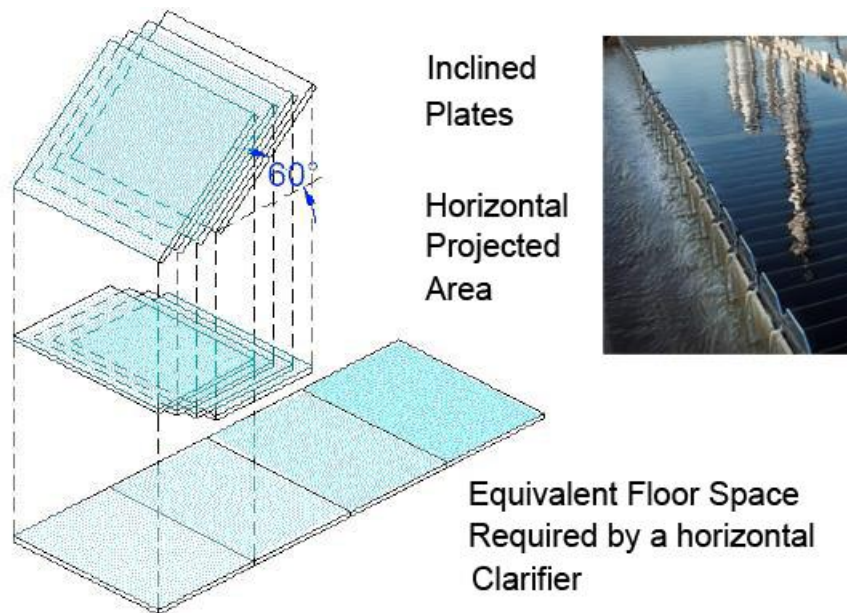
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Induced Laminar Flow

The Flow rate of the effluent throughout the inclined plate pack is controlled by a series of orifice plate overflow weirs at the top of the inclined plate pack. A stainless-steel orifice plate is installed in the overflow weir boxes to force uniform flow through-out the plate pack. The $\frac{3}{4}$ " orifices naturally adjust for small leveling differences within the four plate packs and laterally within the plate packs by inducing up to a 1" static head.

The orifice weir plates are constructed of 304 Stainless Steel to eliminate corrosion.



Hoffland Environmental established the method of flow control over 35 years ago. Since that time HEI has produced over 1000 functioning clarifiers with this orifice design.

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Clarifier Components

- A. Plates:
 - 1. Minimum of 18 gauge thick 304 Stainless Steel (Alternate FRP .125 Thickness).
 - 2. 120 inches long by 24 inches wide.
 - 3. Stiffeners are placed on maximum 24-inch centers.
- B. Inclined Plate Settler Tank:
 - 1. Fabricated from ASTM A36 steel.
 - 2. Minimum tank thickness is 1/4-inch.
- C. Inclined Plate Settler Sludge Hopper:
 - 1. The inclined plate settler has an integral sludge hopper located below the plate zone. The sludge compartment has a flat bottom and has a motorized rake to direct sludge to a central discharge compartment.
 - 2. The sludge hopper has three sludge sample ports with 3/4" NPT nipples.
 - 3. The sludge hopper has a 24-inch manway on the side to allow access and removal of rake equipment.
 - 4. Fabricated from ASTM A36 steel.
 - 5. Minimum hopper thickness is: 1/4-inch.
 - 6. Sludge hopper provides a minimum of 589 gallons of sludge storage.
- D. All structural and tank steel stresses are within allowable limits as shown in the Steel Construction Manual of the American Institute of Steel Construction, latest edition.
 - 1. Two (2) @ zinc rods are mounted in the sludge hopper for galvanizing protection.

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Optional Equipment

Ladder and Platform

Ladder and platform are included as options to view the operation of the clarifier.

HEI EQUIPMENT SURFACE PREPARATION

Tank Coating

The carbon steel surfaces shall be dried and cleaned in accordance with the following requirements. Remove all grease, oils, and contaminants as outlined in SSPC SP1. Remove all weld spatter and grind burrs on cut edges and rough welds smooth. Blast clean all surfaces after fabrication in accordance with SSPC with profile depth of 1.5 – 2.5 mils. Apply first coating before any rust bloom forms.

All exterior non seal welded joints will be filled with rubber caulking before painting.

Exterior surfaces shall be coated per the following procedures.

Shop first coat

Primer:	Hempel Hempadur Mastik 45881 Gray Subpart # 11480
Curing Agent	Hempel 95881 Clear

Apply one coat, dry film thickness of 5.0 mils; apply to all steel surfaces except the areas within two inches adjacent to field welds and surfaces specified to be hot dip galvanized.

Shop finish coat:

Finish Coat:	Hempel Urethane # 5595U Safety Gray Subpart # 30840
Curing Agent	Hempel # 931US Clear

Apply one coat, dry film thickness of 2.0 mils; apply to all steel surfaces except the areas within two inches adjacent to field welds and surfaces specified to be hot dip galvanized.

The total dry film thickness shall be a minimum average of 7.0 mils.

Interior surfaces shall be coated per the following procedure:

Apply two coats, dry film thickness of 4.0 mils: of an immersion grade high build Hempel 15509 epoxy. Apply to all steel surfaces except the areas within two inches adjacent to field welds and surfaces specified to be hot dip galvanized.

The dry film thickness shall be a minimum average of 8.0 mils.

The Coatings shall be Hempel 15500

1 st coating	Hempel 15509 Red subpart # 50900
2 nd coating	Hempel 15509 Off White subpart # 11630

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Curing Agent Hempel 97580 Clear

All liquid contact surfaces that are not coated shall be made of a corrosion resistant material and left uncoated.

FABRICATION (METAL TANKS ONLY)

Welding shall be in accordance with AWS and adheres to Section 9 of the ASME code.

ELECTRICAL ASSEMBLY

All electrical components shall meet National Electrical Code (NEC) and National Electrical Manufacturers Association (NEMA).

OSHA

Guard rails and work platforms furnished will comply with OSHA standards.

Note: Eye wash stations are not included.

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SUMMARY

QUANTITIY	EQUIPMENT MODEL	PRICE EACH	TOTAL
One (1)	HEI Model 440/60/SC Custom	99,500.00	\$ 99,500.00
	- Ladder and Platform		
	- Seismic Calculations		
	- Cost of materials Increase (expiration 7/1/2022)		
One (1)	* Management Reserve (20%)		\$ 19,900.00
		TOTAL PRICE	\$ 119,400.00

* Management reserve funds are exempt from the 30%, 30%, 35%, and 5% installment payments and are to be used at the sole discretion of the City of Roseville.

DELIVERY

Shipment: 14 to 18 weeks after approval drawings

F.O.B. Conroe, Texas, Freight charges billed direct to customer

Taxes: Prices quoted are exclusive of taxes, duties, and other ancillary charges.

Terms of Payment: 30% with Purchase Order,
30% with Drawing Submittal
35% @ Shipment
5% @ Start-Up or 90 Days after receipt of Equipment

Terms and Conditions: Attached

Delivery time specified is based on our current knowledge of orders in progress and suppliers' best efforts; therefore, it is subject to change in accordance with these factors.

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GENERAL TERMS AND CONDITIONS 2022

(DUE TO VENDOR SUPPLY ISSUES EQUIPMENT DELIVERY MAY BE DELAYED)

ACCEPTANCE AND AGREEMENTS:

Acceptance of this quotation is not effective unless in strict conformity with the terms set forth herein. Any changes in specifications, equipment, or any of the terms hereof proposed by Buyer are subject to acceptance by Seller. Seller shall have the right to substitute parts, components, and/or equipment in instances of unavailability of same, provided they are of equal grade and quality as those referred to herein, and further provided the overall efficiency of the unit is not decreased. Any material substitution must be cleared by Buyer.

This offer, when accepted, shall constitute the entire agreement between the Buyer and Seller, and Buyer agrees that there have been no verbal understandings or agreements reached between the parties hereto other than the conditions stated in this quotation. However, any and all representations made by Seller to Buyer about the fitness of the subject equipment for the use intended are merged herein. If there is any inconsistency or conflict between any of the terms, provisions or conditions of this quotation and the Buyers acknowledgement, acceptance or Purchase Order, the provisions of this quotation shall govern and control.

EXPIRATION OF OFFER:

This quotation expires thirty (30) days from the date appearing on the summary page hereof unless earlier withdrawn by Seller by written notice to Buyer.

TERMS OF PAYMENT:

Payments are to be made in U.S. currency as stated in the quotation.

Hoffland Environmental, Inc. (HEI) pricing is based upon receiving payment for goods the day of the sale. Date of shipment is the date of sale. HEI will extend the courtesy of receiving net payment up to ten (30) days after the date of sale. All payments later than ten (30) days shall incur interest charges and a one-time late payment penalty fee. Payments received later than ten (45) days but not to exceed thirty (60) days will be subject to 2.0% interest. Payments received more than thirty (30) days after date of sale shall incur interest at the rate of 2.0% per month plus a 5% one-time late payment fee.

TITLE AND RIGHT OF POSSESSION:

The title and right of possession of described articles in this proposal shall remain vested in supplier's company until Buyer shall have made full payment as specified in the above Terms of Payment. This right shall not be waived by attachment of said articles to the real estate of the Buyer. Upon failure to make agreed payments, or any part thereof, supplier is to retain any and all partial payments which may have been made as liquidated damages and shall be entitled to take immediate possession of said materials.

DELIVERY:

Since the equipment purchased under this proposal is specially designed and manufactured for this particular application delivery schedules are approximated to the best of our knowledge at the time of this proposal. The delivery schedule is subject to review by the Seller at the time this offer is accepted by the Buyer. Delivery is subject to extension for delays caused by fire, flood, acts of

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God, labor disputes, civil or military authority, riot, non-delivery of materials or supplies by subcontractors or suppliers or any other reasons beyond the reasonable control of Seller. Seller will not be liable for any loss of damage, consequential or otherwise resulting from late delivery or non-delivery due to any of said causes.

Delivery time specified is based on our current knowledge of orders in progress and suppliers' best efforts; therefore, it is subject to change in accordance with these factors HEI reserves the right to make design improvements, or to change third party suppliers if it is deemed of interest to improve equipment design/performance, without obligation to give prior notice of these changes.

*****NOTE*** STEEL COST ESCALATION**

Current market conditions have resulted in increased volatility in the price of carbon steel and alloys such as stainless steel. Producers have instituted surcharges, applied at the time of actual shipment of the steel. As a result, the above pricing will be subject to adjustment based on any escalation in the price of carbon and alloy steel. The price adjustment will be calculated by indexing the cost of the steel based on the following prices from the date of this proposal to the date that the steel is actually received.

FREIGHT, TAXES AND DUTIES:

Prices quoted are F.O.B. Conroe, Texas. The major portion of the equipment in this proposal is manufactured in Conroe, Texas. Subject to availability, shipments will be sent on an exclusive truck. Prices quoted are exclusive of taxes, duties and other ancillary charges. All such charges are the responsibility of Buyer, unless otherwise noted in this quotation.

TECHNICAL INFORMATION:

All drawings, plans, specifications, designs and other engineering and manufacturing information furnished to Buyer by Seller (including that embodied herein) are furnished exclusively for use by Buyer in connection with installing, maintaining or operating the Equipment. Buyer shall not use, sell, or otherwise make available to third parties any such information except to the extent necessary to assist in such installation, maintenance or operation.

CANCELLATION:

Buyer may not cancel this order for any reason except for unreasonable delay or negligence in the completion of the installation, caused by the act of Seller, or his representatives. In the event of such cancellation, Buyer reserves the right to make settlement of all sums due Seller at that time and complete the installation of the equipment itself.

In the event of cancellation, Buyer shall compensate Seller for all costs incurred in the acquisition of material, doing engineering and manufacturing, be it total or partial for the contracted system or equipment. It shall not be limited to said labor, material, components and/or engineering costs, but shall consider a 20% mark up on such expenditures, in addition to a 20% cancellation charge to the gross aggregate original sale price.

CHANGES:

Changes in the equipment shall be requested by Buyer in writing. If any charge is made which results in an increase or decrease in the cost to the Seller of fulfilling this agreement, the price specified in the quotation shall be increased or decreased accordingly on an equitable basis determined by Seller and approved by Buyer.

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SERVICE BY SELLER:

Seller shall furnish the services of a competent field technician or engineer at Buyer's plant to instruct Buyer's personnel in the installation, operation, and maintenance of the equipment only when such service becomes an essential requirement, and the buyer agrees to pay all cost, provided that the

Buyer shall have given Seller at least five days prior notice of the date of which such services will be needed and that Buyer accepts paying the travel and living expenses of this technician. In the event the services of Seller's field technician or engineer are required for any period of time, and these services are contracted as part of a project, Buyer shall pay Seller for such services at the rate of \$1200.00 per eight-hour working day, plus travel and living expenses, or as stated on HEI quotation, for each field technician or engineer furnished by Seller.

WARRANTY:

Equipment manufactured by Seller is warranted to be free from defect in materials or workmanship for a period of the lesser of (I) twelve months, from the date of Buyer's receipt of the equipment or (II) 260 working days, but only if such equipment is installed, operated and maintained in accordance with the instructions furnished by Seller to Buyer, provided, however, that no warranty is given with respect to items which have a normal useful life of less than twelve months. For purposes of the foregoing warranty, each eight-hour shift (or portion thereof) during which the equipment is operated shall be considered one working day. Defective items must be returned to Hoffland Environmental Inc. within 15 days at expense of buyer, if not buyer is responsible for payment of replacement items. Items furnished by Seller but manufactured by others are warranted by Seller only in accordance with warranty extended by the manufacturer. HEI is not responsible for performance or process of equipment that is not maintained or controlled by Hoffland Environmental Inc.

BUYER'S REMEDIES:

Buyer's sole and exclusive remedy in respect of any claim against Seller relating to or arising out of this quotation or the sale or installation of the equipment (including, but not limited to claims for breach of any warranty) shall be limited to Seller's repair or replacement cost, or any part or material proved to be defective during the warranty period provided, however, that Seller shall not be responsible for labor costs incurred for removal and reinstallation of any parts, or any equipment rented by Buyer, or material in connection with such repair or replacement. In no event, be it due to a breach of any warranty or guarantee here under or any other cause arising out of performance or non-performance of the proposal or contract, shall the Seller be liable for consequential or

indirect loss or damage, including but not limited to, loss of profits, equipment rented by Buyer, plant downtime or suits by third parties against Buyer.

Seller shall protect, defend, indemnify and hold buyer harmless from and against any and all liabilities or expenses arising out of or associated with the negligence or intentional misconduct of seller, its agents, employees and contractors, while on Buyers premises.

Seller shall provide buyer documentation of insurance evidencing the following coverage:

- a) Workman's liability (non-certified equivalent of workman's compensation).

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- b) General liability including contractual liability - \$ 500,000.00 per occurrence.

INSTALLATION:

In the event Seller has expressly provided in this quotation that it will install the equipment, the following provisions shall be applicable:

- (a) Seller shall have the right to subcontract all or any part of the installation work to others selected by Seller in its sole discretion.
- (b) Unless requested by Buyer, no Saturday, Sunday, or holiday or other overtime labor will be provided in connection with installation work; and if provided, all premium wage costs incurred will be added to the contract price and paid by Buyer.
- (c) Seller shall maintain a Workman's Compensation insurance and/or an employer's liability insurance as required by the laws of the State of Texas, which may be deemed valid within the State where work is to be performed. Insurance certificates are available on request.

ENTIRE AGREEMENT; APPLICABLE BY LAW:

The terms and conditions set forth in this quotation shall constitute the entire agreement between the parties and supersede all prior written or oral representations and understandings. This agreement shall be governed by and constructed in accordance with the laws of the State of California including the Uniform Commercial Code as in effect therein.

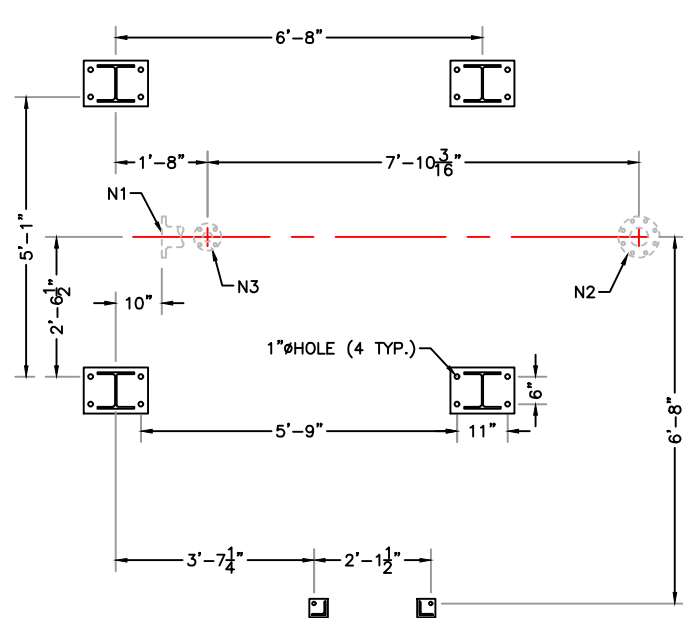
These Terms and Conditions apply to all Purchase Orders received by Seller. Seller's receipt of any Purchase Order constitutes Buyer's acceptance of these Terms and Conditions set forth herein.

HOFFLAND ENVIRONMENTAL, INC.

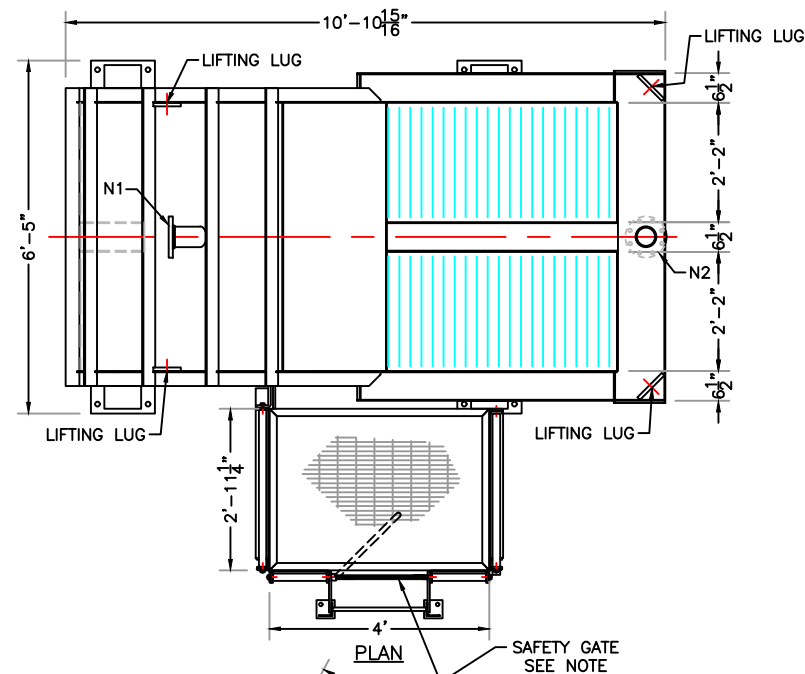
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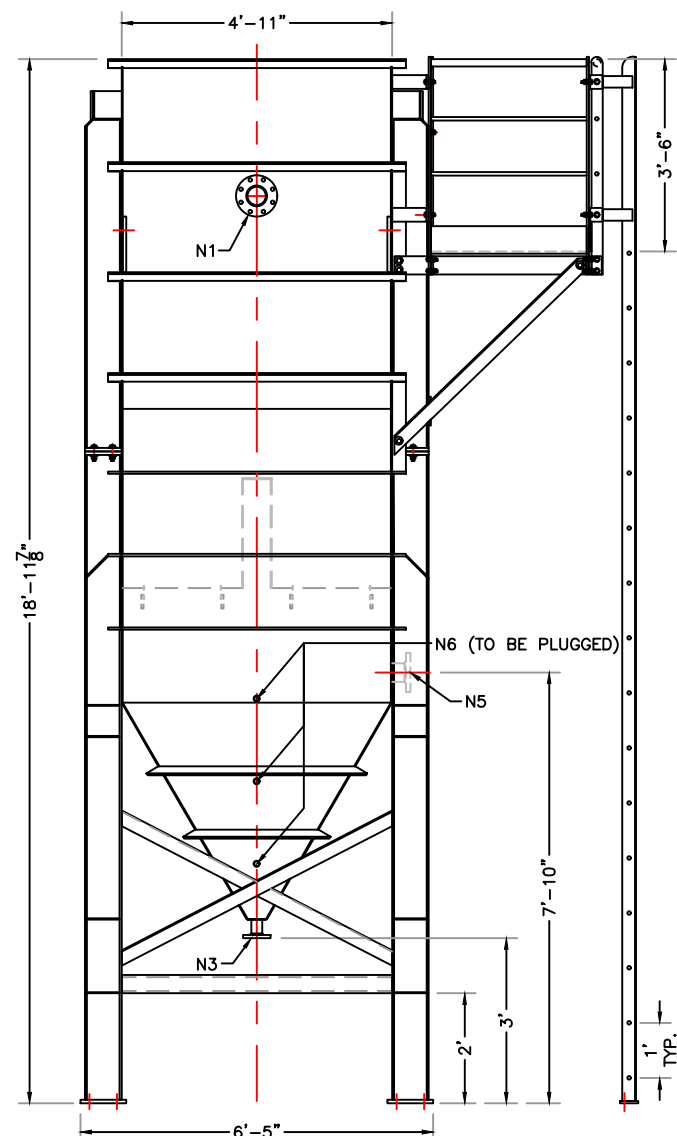
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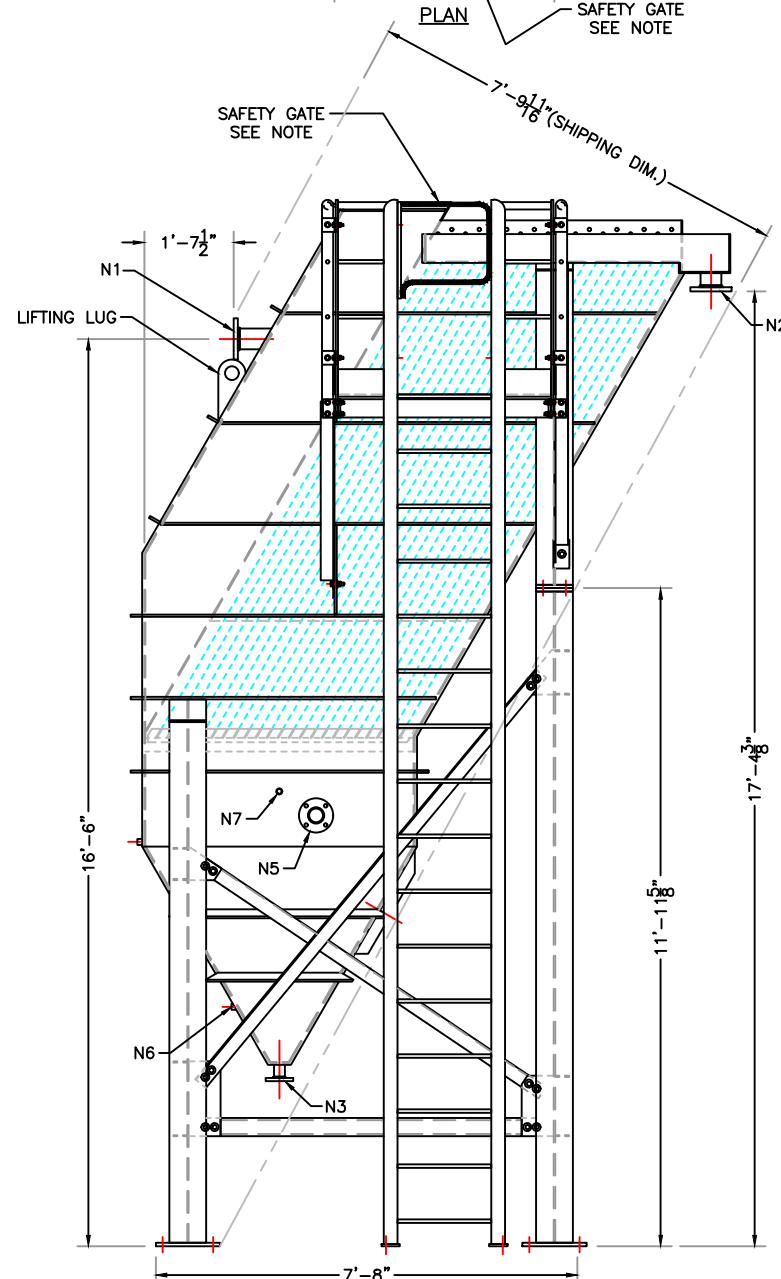
FOOTING PLAN



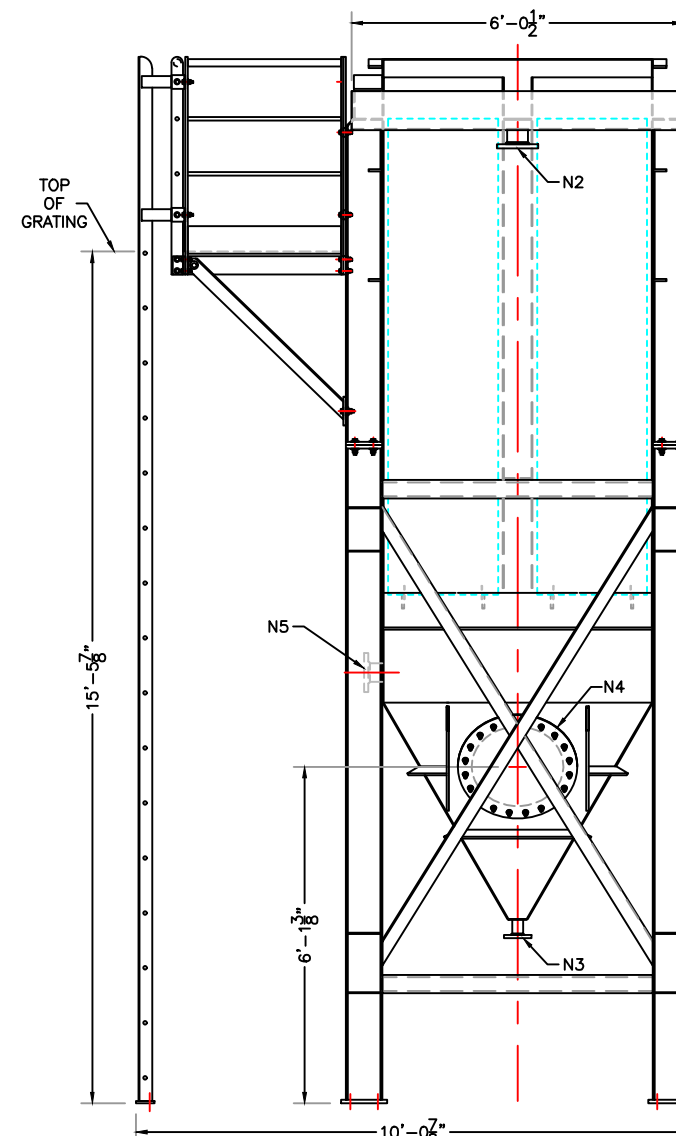
PLAN



LEFT ELEVATION



ELEVATION



RIGHT ELEVATION

NOZZLE SCHEDULE				
NOZZLE #	QTY.	DESCRIPTION	SIZE	END CONNECTION
N1	1	SERVICE INLET NOZZLE	4"	150# FLANGE, RF
N2	1	SERVICE OUTLET NOZZLE	4"	150# FLANGE, RF
N3	1	SLUDGE OUTLET NOZZLE	2"	150# FLANGE, RF
N4	1	MANWAY	20"	FLUSH WITH TANK WALL
N5	1	LEVEL TRANSMITTER PORT	3"	150# FLANGE, RF
N6	3	SAMPLE PORTS	3/4"	CPLG. PLUGGED
N7	2	ANODE PORTS	3/4"	CPLG.

NOTE:
ALL WELDING PROCEDURES TO BE ACCORDING TO AMERICAN WELDING SOCIETY (AWS) PUBLICATION D 1.1-84 STEEL STRUCTURAL WELDING CODE.

ALL STEEL PLATE MATERIAL TO BE CARBON STEEL, 1/4" THICK, ASTM A-36 GRADE C.

ALL STRUCTURAL MEMBERS TO BE CARBON STEEL ASTM A-36.

ALL FLANGES TO BE 150 LBS. RAISED FACE AND ALL COUPLINGS TO BE FNPT.

ALL GASKET MATERIAL TO BE 1/8" THK. NEOPRENE. INTERNAL FASTENERS - 304 STAINLESS STEEL STRUCTURAL HARDWARE - 304 STAINLESS STEEL

SLANT PLATE PACKS CONSTRUCTED OF 304SS 18 GA. 2'-0" x 10'-0" PANELS WITH FASTENERS OF 300 SERIES STAINLESS STEEL.

TANK AND FITTINGS TO BE HYDROSTATICALLY TESTED BEFORE SAND BLASTING WITH A VISUAL INSPECTION OF ALL STRUCTURAL WELDED JOINTS.

CLARIFIER SPECIFICATIONS:
SHIPPING WEIGHT = 8,800 LBS.
OPERATING WEIGHT = 32,000 LBS.

SLUDGE WELL CAPACITY:
CONE = 240 GAL.
EXTENSION = 349 GAL.
TOTAL = 589 GAL.

CORRECT → SURFACE AREA SPECIFICATIONS:
46 FRP PLATES 2'-0" x 10'-0" (2" SPACING) WITH CENTER AND SIDE SUPPORT.
SURFACE AREA = 960 SQ.FT.
HORIZ. PROJECTED AREA = 480 SQ.FT.
AVERAGE FLOW RATE = 120 GPM.

COATING SPECIFICATION:
SURFACE PREPARATION SSPC-SP-10 (NEAR WHITE). ROLL COAT ALL AREA NOT ACCESSIBLE TO AIR LESS SPRAY. CAULK ALL EXTERIOR SKIP WELDS TO PREVENT RUST BLEED.

INTERIOR COATING:
APPLY TWO COATS OF HEMPEL 15500 PHENOLIC EPOXY TANK LINER, 6 MILS WET PER COAT, 4 MILS DRY TOTAL THICKNESS AVERAGE 7 MILS DRY. INITIAL COAT IS RED IN COLOR AND THE SECOND COAT IS WHITE.

EXTERIOR COATING:
APPLY ONE COAT OF HEMPEL 4588 HIGH BUILD, POLY AMIDE EPOXY, 11 MILS WET COAT AND 8 MILS DRY.
APPLY FINISH COAT OF HEMPEL 5595U POLYURETHANE, GRAY, 5 MILS WET COAT AND 2.5 MILS DRY. TOTAL THICKNESS OF EXTERIOR IS 9 MILS AVERAGE DRY FILM.

SAFETY GATE:
TUBULAR STEEL SAFETY GATE
McMASTER-CARR #8109T11
MEETS OSHA 1910.23A REQUIREMENTS.

SHIPPING:
CATWALK, LADDER AND LEGS ON RIGHT ELEVATION TO BE DISASSEMBLED FOR SHIPPING.

4	RRT	11-14-05	CHANGED FOOTPADS
3	RRT	10-25-05	CHANGED LEGS TO W8x31
2	RRT	10-2-05	ADDED BRACING CLIPS AND BOLTS
1	RRT	9-12-05	REV. PER CUSTOMERS NOTES
Rev.	By	Date	Description
Drawn By	RRT	8-4-05	Hoffland Environmental Inc.
Project Engr.	Approval Date		10391 Silver Springs Rd. Conroe, Texas 77303 USA Tel.(936) 856-4515 Fax.(936) 856-4589 Webpage: www.hoffland.net E-mail: sales@hoffland.net
Job No.	Code No.		
AIC01			
Proprietary Information			
This document contains Hoffland Environmental Inc. proprietary information which may not be used for the benefit of others except by expressed permission of Hoffland Environmental Inc.			
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COUNCIL COMMUNICATION

CC #: 2308

File #: 0900-04 & 0201-01

Title: Bridge Preventative Maintenance Project - Award of Contract and Budget Adjustment
Contact: Joseph Arino 916-774-5460 jarino@roseville.ca.us

Meeting Date: 9/21/2022

Item #: 6.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Award the Bridge Preventative Maintenance Project to American Civil Constructors West Coast LLC for \$985,000.93;
2. Adopt a resolution authorizing the City Manager to execute the agreement; and provide change order authority of 10% of the contract amount (\$98,500.09); and
2. Adopt the attached ordinance for a budget adjustment in the combined amount of \$942,600 of Highway Bridge Program (HBP) Grant Funds and City Roadway funds to fully fund project construction.

BACKGROUND

The scope of this project includes the application of methacrylate bridge deck treatment, which is intended to seal and protect the structural integrity of bridges and extend their service life. This project includes 16 bridge locations on the following roads: 3 locations on Roseville Pkwy, 2 locations on Harding Blvd, 2 locations on Foothills Blvd, Atkinson St, Blue Oaks Blvd, Lincoln St, N Sunrise Ave, Old Auburn Rd, Secret Ravine Pkwy, Vernon St, Wills Rd, and Woodcreek Oaks Blvd. Exact locations may be seen in the attached Exhibit A. Other spot repairs include minor concrete surface repairs, joint seal replacement, and minor bridge approach paving.

At their March 21, 2021 meeting, Council approved the plans and specifications for the project and authorized staff to call for bids. The bid opening was held on July 11, 2022, and a total of five bids were received.

The engineer's estimate and bids are as follows:

Engineer's estimate: \$1,584,490.00

Truesdell Corporation: \$ 721,721.00

American Civil Constructors: \$ 985,000.93

TPA Construction: \$1,180,801.13

Meyers & Sons: \$1,251,269.00
Viking Construction: \$1,597,786.85

Upon review of the bids, it was discovered that the apparent low bidder failed to provide the required federal forms to be submitted with the proposal package. As a result, staff found the bid from Truesdell Corporation incomplete. Staff has reviewed the second-lowest bid from American Civil Constructors West Coast LLC and found it to be complete and in order.

The Bridge Preventative Maintenance Project is anticipated to begin in early October of 2022 and be completed by the end of spring 2023. Temporary lane closures and road detours may be required to facilitate construction. Working hours will vary depending upon the specific traffic characteristics of each roadway. Due to high traffic volumes on arterial segments during the day, night work may be necessary along most roadways.

Public Outreach

Staff will be working with the Public Affairs & Communications Department to share the latest project information through the City's communication channels. About two weeks before the planned work, digital message boards will be placed at locations throughout the project area to notify the traveling public about the project, dates/times, and any potential traffic impacts expected with the work. Mailers will be sent to residents and businesses adjacent to the project area explaining the planned work, the type of pavement treatment that will be used, and what the recipients can expect before, during, and after the project.

FISCAL IMPACT

The estimated total cost of the project of \$1,802,157, including design and construction, will be fully funded with \$1,301,550 of Highway Bridge Program (HBP) Grant Funds and \$500,607 from the City Roadway Fund. A budget adjustment of \$942,600 [\$597,600 of HBP grant funds and \$345,000 of Roadway Funds] is required to fully fund construction, change order authority, construction management, and staff costs.

Currently, HBP grant funds for construction are programmed but not yet awarded. Obligation of the funds is anticipated to occur in the fall of 2022 or spring of 2023. In the unlikely event the anticipated HBP grant funds are not obligated to the project, staff will return to Council with a recommended alternative funding source.

No General Fund resources will be used for this project.

ENVIRONMENTAL REVIEW

The proposed project involves the repair and maintenance of existing facilities. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Joe Arino, Assistant Engineer

Jason Shykowski, Public Works Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-361

Agreement

Exhibit A - Area Map

Ordinance 6553

Budget Adjustment

Bid Summary

RESOLUTION NO. 22-361

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND AMERICAN CIVIL CONSTRUCTORS WEST COAST LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement regarding the Bridge Preventative Maintenance Project, by and between the City of Roseville and American Civil Constructors West Coast LLC, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager, 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 _____, 2022, 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
American Civil Constructors West Coast, a Limited Liability Company,
 (“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 4th day of
April, 2021, approved plans and specifications for the _____
Bridge Preventative Maintenance Project

and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the 11th day of July, 2022; 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 21st day of September, 2022, 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 _____
Bridge Preventative Maintenance 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 Nine-hundred eighty-five thousand dollars and ninety-three cents ~~dollars~~ (\$ 985,000.93) 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 \$ 2,000.00 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 125 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 St.
Roseville, CA 95678
916-746-1300

CONTRACTOR

American Civil Constructors West Coast LLC
2990 Bay Vista Court, Ste. D
Benicia, CA 94510
707-746-8028

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 OMISISON 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.

15. FEDERAL CONTRACTING REQUIREMENTS. CONTRACTOR shall adhere to all requirements set forth in the FHWA-1273 form entitled "Required Contract Provisions Federal-Aid Construction Contracts" which is attached hereto in its entirety as Exhibit "A" and incorporated herein by this reference. The current wage determination for federal minimum wage rates established by the United States Secretary of Labor referenced in Section IV of Exhibit "A" is set forth in Exhibit "B," also attached hereto and incorporated herein by this reference.

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

American Civil Constructors West Coast, a
Limited Liability Company

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
Print Name: Jason Shykowski

Title: Public Works Director

BY: _____
its: Jeff Foerste, President

and
BY: _____
its: Lori Gagliardi, Asst. Secretary



ORDINANCE NO. 6553

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23
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 2022-23, is hereby amended as listed on the attached budget adjustment for the Bridge Preventative Maintenance project.

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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Joe Arino, Assistant Engineer FISCAL YEAR: 2022-23
 PREPARER NAME & TITLE: Joe Arino, Assistant Engineer COUNCIL DATE (if applicable): 9/21/2022
 DEPARTMENT/DIVISION: Public Works Engineering ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3201	5301	84001	400058	842,600	Establish Budget for Construction/CE - HBP
3201	5080	84001	400058	100,000	Establish Budget for Staff Time
TOTAL				942,600	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3201	4401	84001	400058	597,600	Highway Bridge Program (HBP) Grant Funding
TOTAL				597,600	

NET ADJUSTMENT	345,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3201	3601	60000		(345,000)	Reduce Roadway Fund Balance
TOTAL				(345,000)	

Justification for Budget Adjustment:

This budget adjustment is requested to fund the construction of 400058 - Bridge Preventative Maintenance Program Project. The scope of this project consists of a preventative maintenance treatment to seal and protect sixteen bridges throughout the City.

The current project budget is \$859,557; funded by 3201 - Roadway Fund [\$704,032 Federal Grant and \$155,525 Fund Balance].

This \$942,600 budget adjustment will be used to fund construction, contingency costs, construction management, and staff costs. The revised project budget will be \$1,802,157 [\$1,301,632 Federal Grant and \$500,525 Fund Balance].

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	 BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY	DATE		

RFQ # 15-104

DATE: July 11, 2022

TIME: 3:00 PM

BID BOND REQUIRED: Yes

BID SUMMARY SHEET

BID OPENING FOR:
**Bridge Preventative Maintenance
Project**



Bidders Name City, State	Addendum 1	Bid Bond	Grand Total
Myers & Sons Construction Sacramento, CA	✓	✓	\$ 1,251,269.00 _{xx}
American Civil Constructors Benicia, CA	✓	✓	\$ 985,000.93 _{xx}
Truesdell Corporation of California Tempe, AZ	✓	✓	\$ 721,721.00 _{xx}
Viking Construction Company Rancho Cordova, CA	✓	✓	\$ 1,597,786.85 _{xx}
TPA Construction, Inc. Roseville, CA	✓	✓	\$ 1,180,801.13 _{xx}

Please Sign-In

Staff	Visitors (Name & Company)	Visitors (Name & Company)
Katrina Six		
Melissa Lipp		
Joe Speaker		
Joe Arino		
Noah Siviglia		



COUNCIL COMMUNICATION

CC #: 6554

File #: 0203-09 & 0201-01

Title: Wastewater Collections Warehouse Project Forklift Purchase – Budget Adjustment

Contact: Loni Randolph 916-746-1898 lrandolph@roseville.ca.us

Meeting Date: 9/21/2022

Item #: 6.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment for \$41,500 to fund the purchase of a forklift for the Wastewater Collections Warehouse project.

BACKGROUND

Through the current Wastewater Collections Warehouse project, the Environmental Utilities Department's Wastewater Collections Division is building a parts warehouse to store construction material, tools, and spare parts at the Wastewater Collections Maintenance Yard located at the Dry Creek Wastewater Treatment Plant. The planned equipment for this project included a new forklift to manage the storage and inventory of heavy construction material. The forklift will be purchased through the Fleet Replacement Fund so a budget adjustment is required to increase Fleet's appropriations authority.

FISCAL IMPACT

The Wastewater Collections Warehouse project, budgeted in the Wastewater Construction Fund, has enough remaining budget (approximately \$306,000) to cover the cost of this \$41,500 forklift purchase. Once the forklift is operational, the cost of its ongoing rent and replacement will be budgeted in the Wastewater Collections cost center in the Wastewater Operations Fund. This vehicle will be purchased via the Fleet Replacement Fund. There will be no net impact to that fund since this budget adjustment will increase both its revenue and expenditure budgets by \$41,500.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a budget adjustment meets the above criteria and is not

subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Loni Randolph, Materials Technician

Richard Plecker, Environmental Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6554

Budget Adjustment

ORDINANCE NO. 6554

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23
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 2022-23, is hereby amended as listed on the attached budget adjustment for the purchase of a forklift for the Wastewater Collections Warehouse project.

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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Dan Pruden, Wastewater Collections Supervisor FISCAL YEAR: 2022-23
 PREPARER NAME & TITLE: Nancy Rothlisberger, Sr. EU Business Analyst COUNCIL DATE (if applicable): 9/21/2022
 DEPARTMENT/DIVISION: EU/Wastewater ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6220	6587	84001	500220	(41,500)	Reduce expenditure budget (capital outlay - CIP projects) for project #500220 to move it to 5516 (automotive - vehicle shortage)
6220	5516	84001	500220	41,500	Establish expenditure budget (automotive - vehicle shortage) to purchase a forklift for project #500220
4005	6552	62601	000000	41,500	Establish expenditure budget (capital outlay - vehicles) in the Fleet Replacement Fund to purchase a forklift for project #500220
TOTAL				41,500	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4005	4254	62601	000000	41,500	Establish revenue budget (internal service charges - vehicle shortage) in the Fleet Replacement Fund to purchase a forklift for project #500220
TOTAL				41,500	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

The Environmental Utilities Department (EU) needs a new forklift for the Wastewater Collections Warehouse project (500220) currently under construction at the Dry Creek Wastewater Treatment Plant. The project, budgeted in the Wastewater Construction Fund (6220), has sufficient funding to cover the \$41,500 cost of this vehicle. This adjustment establishes the budgets to purchase the forklift through the Fleet Replacement Fund (4005) and properly charge it to project #500220. Since this vehicle is not likely to arrive until close to the end of the fiscal year, the associated FY23 rent and replacement is not included here. When operational, ongoing rent and replacement will be budgeted in Wastewater Collections (74330).

REQUIRED APPROVALS:			
REQUESTING DEPARTMENT HEAD / DESIGNEE		8/29/22 DATE	
CHIEF FINANCIAL OFFICER / DESIGNEE		BUDGET MANAGER / DESIGNEE	
DATE		DATE	
CITY MANAGER / DESIGNEE			
DATE			
BUDGET DEPARTMENT USE ONLY:			
POSTED BY		DATE	

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 2313
File #: 0203-12

Title: Intrinsically Safe Radios - Purchase Order
Contact: Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us

Meeting Date: 9/21/2022
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the purchase of intrinsically safe portable radios for use by the Fire Department.

BACKGROUND

The Roseville Fire Department operates a Type I Hazardous Materials Response Team and a Type II Rescue Team. The radios currently used by these teams are not rated as intrinsically safe for use in hazardous or flammable atmospheres. Intrinsically safe portable radios are designed not to spark a fire or explosion when utilized in hazardous or flammable atmospheres. The total cost of the radios and related accessories quoted from a public competitive procurement conducted by Houston-Galveston Area Council (H-GAC) contract was \$144,301.

FISCAL IMPACT

On May 18, 2022 City Council approved a \$200,000 appropriation from the FY2020-21 General Fund year-end surplus for the purchase of intrinsically safe portable radios for use by the Fire Department. The total cost of the radios and related accessories quoted from a public competitive procurement contract was \$144,301.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a purchase order meets the above criteria and is not subject to CEQA. No additional environmental review is required.

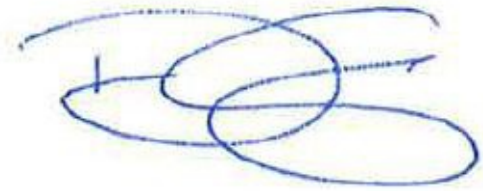
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Maintain a safe and healthy community

Respectfully Submitted,

Jason Rizzi, Fire Division Chief

Rick Bartee, Fire Chief

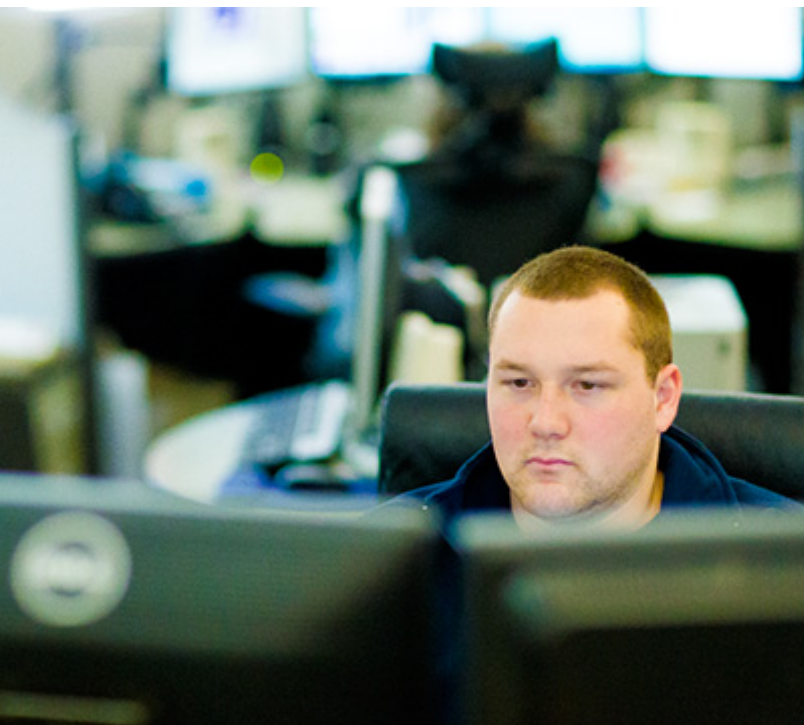
A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely representing the name Dominick Casey.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Motorola Solutions Quote Roseville Fire



ROSEVILLE, CITY OF

08/16/2022

08/16/2022

ROSEVILLE, CITY OF
316 VERNON ST STE #300
ROSEVILLE, CA 95678

Dear ,

Motorola Solutions is pleased to present ROSEVILLE, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide ROSEVILLE, CITY OF with the best products and services available in the communications industry. Please direct any questions to Julia Cole at julia.cole@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Julia Cole

Billing Address:
ROSEVILLE, CITY OF
316 VERNON ST STE #300
ROSEVILLE, CA 95678
US

Quote Date:08/16/2022
Expiration Date:10/16/2022
Quote Created By:
Julia Cole
julia.cole@
motorolasolutions.com

End Customer:
ROSEVILLE, CITY OF

Contract: 17724 - HGAC (TX)-RA05-21

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE					
1	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	16	\$7,475.00	27.0%	\$5,456.75	\$87,308.00
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	16	\$567.00	27.0%	\$413.91	\$6,622.56
1b	Q361AN	ADD: P25 9600 BAUD TRUNKING	16	\$330.00	27.0%	\$240.90	\$3,854.40
1c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	16	\$0.00	0.0%	\$0.00	\$0.00
1d	QA02006AC	ENH: APX8000XE RUGGED RADIO	16	\$880.00	27.0%	\$642.40	\$10,278.40
1e	QA05509AA	DEL: DELETE UHF BAND	16	-\$800.00	0.0%	-\$584.00	-\$9,344.00
1f	Q887AU	ADD: 5Y ESSENTIAL SERVICE	16	\$227.00	0.0%	\$227.00	\$3,632.00
1g	H38BS	ADD: SMARTZONE OPERATION	16	\$1,650.00	27.0%	\$1,204.50	\$19,272.00
1h	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	16	\$110.00	27.0%	\$80.30	\$1,284.80
1i	H64BK	ALT: APX8000/XE HOUSING YELLOW	16	\$28.00	27.0%	\$20.44	\$327.04
2	PMNN4504A	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T	16	\$212.30	50.54%	\$105.00	\$1,680.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
3	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	16	\$169.56	25.0%	\$127.17	\$2,034.72
4	NNTN8575ABLK	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IMPRES XE RSM XT CABLE BLACK	16	\$581.04	25.0%	\$435.78	\$6,972.48

Subtotal	\$133,922.40
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Estimated Tax	\$10,378.99
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Grand Total	\$144,301.39(USD)
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Notes:





COUNCIL COMMUNICATION

CC #: 2315

File #: 0203-12 & 0201-01

Title: LifePak Monitor/Defibrillators - Purchase Order and Budget Adjustment

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

Meeting Date: 9/21/2022

Item #: 6.5.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the purchase of thirteen defibrillators and adopt an ordinance to approve a budget adjustment of \$105,000 to increase the existing budget for the Defibrillator Replacement Project (500293) approved during the Fiscal Year (FY) 2021-22 budget from FY2020-21 General Fund year-end surplus funds. The total cost of the defibrillators is \$854,480.

BACKGROUND

The Fire Department currently utilizes defibrillators that are over ten years old and nearing the end of their service life. These devices are a critical component of advanced life support and are located on each fire engine and ladder truck. These devices monitor a patient's vital signs and can provide life-saving treatments for those in cardiac arrest.

FISCAL IMPACT

On May 18, 2022 City Council approved a \$750,000 appropriation from the FY2020-21 General Fund year-end surplus for the purchase of defibrillators for use by the Fire Department. The total cost of the defibrillators and related accessories is \$854,480. The recommended budget adjustment will cover the \$105,000 difference from the initial estimate with \$56,000 in remaining funds from the purchase of intrinsically safe radios and \$49,000 from the Equipment Replacement Fund.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a purchase order and budget adjustment meets the above

criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Maintain a safe and healthy community

Goal E - Deliver exceptional city services

Respectfully Submitted,

Jason Rizzi, Fire Division Chief

Rick Bartee, Fire Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Stryker Contract

Ordinance 6555

Budget Adjustment



Stryker Sales, LLC, through its Medical Division
P.O. Box 93308
Chicago, IL 60673-3308

Date: July 15th, 2022

RE: Quote No: 10167184

Roseville Fire Dept.

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

Product Purchase and Technology Refresh Agreement

Schedule A – Products and Pricing

Insurance Authorization and Verification

State and Local Government Rider

Opinion of Counsel

****Conditions of Approval: Insurance Authorization and Verification, State and Local Government Rider, Federal ID, Opinion of Counsel**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number: _____ **AP address:** _____

Purchase order number: _____ **Contact name:** _____

Phone number: _____ **Email address:** _____

Please e-mail completed documents to _____. Return original documents to _____ (using Fed-Ex Shipping ID# 612-309469)

Sincerely,

Stryker Sales, LLC

Pursuant to the terms of this PRODUCT PURCHASE AND TECHNOLOGY REFRESH AGREEMENT (this “Agreement”), Stryker Sales, LLC, through its Medical Division (“Stryker”) agrees to sell to the customer(s) listed below (the “Customer”) all products and other items listed on **Schedule A** attached hereto and made part hereof (the “Original Products”). Stryker and Customer are referred to individually as a “Party” and collectively as the “Parties.”

Date of Agreement and Term:	The term of this Agreement shall commence the latter of September 1 st , 2022 (the “Effective Date”) or within five (5) business days after Stryker’s receipt of a signed original Agreement, and shall terminate at 11:59 p.m. on August 31 st , 2027.
Signatures: By executing this Agreement, each signatory represents and warrants that such signatory has read the Terms and Conditions, which are set forth below and are part of this Agreement, and that such person is duly authorized to execute this Agreement.	
STRYKER SALES, LLC:	CUSTOMER:
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Address: _____	Address: _____

TERMS AND CONDITIONS

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Product Pricing.** The purpose of this Agreement is to allow Customer access to Products at discounted pricing, based on Customer’s agreement to purchase the Products and Services listed in Schedule A. Original Products provided to or for the benefit of Customer under this Agreement will be provided on the terms set forth at www.strykeremergencycare.com/terms. The pricing of the Products is set forth on Schedule A attached hereto.

2. **Upgrade Option.** Provided no default or event of default has occurred and is continuing under this Agreement, at any time between the eighteenth (18th) through the sixtieth (60th) month of the Term, Customer shall have the option to upgrade (the “Upgrade Option”) any or all of the Original Products purchased pursuant to this Agreement in the event Stryker releases for sale in the United States a new product model (“New Product”) that replaces some or all of the Original Products purchased pursuant to this Agreement. This option can be exercised by Customer one time during the Term for each Original Product listed on Exhibit A. The New Product must have substantially the same functionality and specification and be of equal or greater value as the related item of the Original Products, all as reasonably determined by Stryker. If, Customer elects to exercise the Upgrade Option, Customer shall notify Stryker of such election, in writing, and include in such notice a description, including serial numbers, of the Original Products. Immediately upon Customer’s receipt of the New Product, Customer shall return the Original Products to Stryker at Customer’s expense and in the condition and otherwise provided for as required under this Agreement. If Customer exercises the Upgrade Option, Customer shall no longer have the Like-Kind Exchange Option.

3. **Like-Kind Exchange Option.** If at the sixtieth (60th) month of the Term Stryker has not released New Product, Customer shall have the option to exchange (the “Like-Kind

Exchange Option”) the Original Products for products of the same make and model (the “Like-Kind Products,” and collectively with Original Products and New Products as “Products”) as the Original Products. If, Customer elects to exercise the Like-Kind Exchange Option, Customer shall notify Stryker of such election, in writing, and include in such notice a description, including serial numbers, of the Original Products. Immediately upon Customer’s receipt of the Like-Kind Products, Customer shall return the Original Products to Stryker at Customer’s expense and in the condition and otherwise provided for as required under this Schedule. If Customer exercises the Like-Kind Exchange Option, Customer shall no longer have the Upgrade Option.

4. **Risk of Loss.** Effective upon delivery to Customer and continuing until the Original Products are returned to Stryker in accordance with the terms set forth herein, Customer shall bear all risks of loss or damage to the Original Products and if any loss occurs Customer is nevertheless required to satisfy all of its obligations set forth herein.

5. **Payments.** The entire payment for goods and services provided herein is due thirty (30) days from the invoice date.

6. **Products.** All Original Products shall be used solely for business purposes, and not for personal or household use. Customer shall maintain the Original Products in good repair in accordance with the instructions of the Original Product’s manufacturer, so that it shall be able to operate in accordance with the manufacturer’s specifications. Customer shall keep the Original Products free of liens, claims and encumbrances, and shall not modify, move, sell, transfer, or otherwise encumber any Original Product or permit any Original Product to be used by others or become attached to any realty, in each case without the prior written consent of Stryker, which consent shall not be

unreasonably withheld. Any modification or addition to any Original Product shall automatically become the sole property of Stryker. Stryker shall have the right to enter Customer's premises during business hours to inspect any Original Product and observe its use upon at least one (1) day's prior written or verbal notice. Customer shall comply with all applicable laws, rules and regulations concerning the operation, ownership, use and/or possession of the Original Products.

7. Insurance/Indemnification. The City is a member of the California Joint Powers Risk Management Authority. This entity provides limits of coverage up to \$40,000,000 per occurrence with no aggregate. The self-insured retention for the City is \$1,000,000 per occurrence. The City budgets funds to satisfy this self-insured retention limit. This policy is effective 7/1/22 – 6/30/23 and is renewed annually. The Original Products will be covered by this policy. In the event that Stryker determines that the insurance is not in effect, Stryker may (but shall not be required to) obtain such insurance and charge Customer an insurance fee (which may include a profit). Upon any loss or damage to any Original Product, Customer shall, at Stryker's sole election, either repair such Original Product or replace it with comparable equipment satisfactory to Stryker. Proceeds of insurance shall be paid to Stryker with respect to any Original Product loss, damage, theft or other casualty and shall, at the election of Stryker, be applied either to the repair of the Original Product by payment by Stryker directly to the party completing the repairs, or to the reimbursement of Customer for the cost of such repairs; provided, however, that Stryker shall have no obligation to make such payment or any part thereof until receipt of such evidence as Stryker shall deem satisfactory that such repairs have been completed and further provided that Stryker may apply such proceeds to any sum due or to become due hereunder if at the time such proceeds are received by Stryker there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default. To the extent not expressly prohibited by applicable law, Customer will reimburse and defend Stryker for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by Stryker relating to the Original Products and which relate to or arise out of Customer's act or omission or the act or omission of Customer's agents or employees or others (excluding Stryker) with access to the Original Products. All Taxes and indemnity obligations shall survive the termination, cancellation or expiration of this Agreement.

8. Confidentiality. Neither Party will disclose the terms of this Agreement or any other confidential or proprietary information of the other Party without the prior written authorization of the disclosing Party, except as required for the performance of Agreement or by applicable law, order or regulation. Any person that receives such information of Stryker shall be under written confidentiality obligations at least as

stringent as those set forth herein. This Confidentiality clause shall survive termination or expiration of this Agreement.

9. Default and remedies. Customer will be in "default" of this Agreement if any one or more of the following shall occur: (a) Customer breaches any term of this Agreement or the terms set forth at www.strykeremergencycare.com/terms or <https://www.strykeremergencycare.com/software-hosting/>, or (b) Customer makes any misrepresentation to Stryker, or (c) Customer shall consent to the appointment of a receiver, trustee or liquidator of itself or a substantial part of its assets, or (d) there shall be filed by or against Customer a petition in bankruptcy, or (e) Customer's articles of incorporation or other formation documents shall be amended to change Customer's name and Customer fails to give Stryker written notice of such change (including a copy of any such amendment) on or before the date such amendment becomes effective, or (f) Customer's legal existence in its state of incorporation or formation shall have lapsed or terminated, or (g) Customer shall dissolve, sell, transfer or otherwise dispose of all or substantially all of its assets, without Stryker's prior written consent, which consent shall not be unreasonably withheld, or (h) without prior written consent of Stryker, which consent shall not be unreasonably withheld, Customer merges or consolidates with any other entity and Customer is not the survivor of such merger or consolidation. Upon default, Stryker may do any one or more of the following: (1) recover from Customer Stryker's related reasonable attorneys' fees, collection costs and expenses; (2) enter upon Customer's premises and take possession of any or all of the Original Products; (3) terminate this Agreement; and/or (4) utilize any other right or remedy provided by applicable law. In the event the Original Products are returned or repossessed by Stryker, Stryker will, if commercially reasonable, sell or otherwise dispose of the Original Products, with notice as required by law, and apply the net proceeds after deducting the costs and expenses of such sale or other disposition, to Customer's obligations hereunder (if any are outstanding) with Customer remaining liable for any deficiency and with any excess being retained by Stryker or applied as required by law. If Customer fails to perform or comply with any of its agreements or obligations, Stryker may perform or comply with such agreements or obligations in its own name or in Customer's name as attorney-in-fact and the amount of any payments and expenses of Stryker incurred in connection with such performance or compliance, together with interest thereon (at a rate per annum equal to the lower of 1-1/2% per month or the highest rate of interest permitted by applicable law), shall be payable by Customer to Stryker upon demand.

10. Termination. This Agreement may be terminated by either Party upon 60 days' prior written notice to the other Party. Upon termination of this Agreement Customer shall pay Stryker for any and all Products shipped but not yet paid for as of the date of termination, at the applicable prices. All accrued rights and responsibilities will survive termination or expiration of this

Agreement. Early termination will forfeit the Upgrade Option and Like-Kind Exchange Option set forth above.

11. Amendment/Entire Agreement. This Agreement together with the terms set forth at www.strykeremergencycare.com/terms and at <https://www.strykeremergencycare.com/software-hosting/> constitute the entire agreement of the Parties regarding their subject matter. This Agreement may only be amended by a written document signed by both Parties. This Agreement supersedes all previous negotiations, commitments, and writings with respect to their subject matter. In the event of a conflict between this Agreement and terms set forth at www.strykeremergencycare.com/terms or the terms set forth at <https://www.strykeremergencycare.com/software-hosting/>, this Agreement will control.

12. Assignment. This Agreement and the rights, duties and responsibilities of the parties shall not be assigned to a third party without the prior express written consent of the other, except that Stryker may assign this Agreement without such consent to any person, firm or corporation succeeding to its business and also to any parent, subsidiary or affiliated company of Stryker.

13. Limitation of Liability. Neither party shall be liable to the other party for special, punitive, incidental, consequential or indirect damages in connection with this Agreement or performance hereunder.

14. Non-waiver. The failure by one party to act or to require performance of any provision of this Agreement shall not affect that party's right to take such action or to require such performance at any time thereafter. A waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default.

15. Execution and Counterparts. This Agreement may be executed and delivered in multiple counterparts, including Adobe Acrobat or ".pdf" format, each of which shall be deemed to be an original, and all such counterparts shall constitute one instrument.

16. Notices. All notices required or provided for herein, shall be in writing and shall be addressed to Customer or Stryker, as the case may be, at its address set forth above or such other

address as either such party may later designate in writing to the other party. Such notice shall be considered delivered and effective: (a) upon receipt, if delivered by hand or overnight courier, or (b) three (3) days after deposit with the U.S. Postal Service, if sent certified mail, return receipt requested with postage prepaid. No other means of delivery of notices shall be permitted.

17. Miscellaneous. This Agreement shall be governed by the laws of California, without regard to its principles of conflict of laws or choice of law. Information about Customer may be used for marketing and administrative purposes and shared with Stryker's affiliates. Customer may direct Stryker not to share that information (except transaction and experience information and information needed for credit approval) with Stryker's affiliates by writing to Stryker's address referenced above. This Agreement will not be valid until accepted by Stryker (as evidenced by Stryker's signature below). Customer represents and warrants to Stryker, that effective on the date on which Customer executes this Agreement: (i) if Customer is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Agreement and the performance of Customer's obligations hereunder have been duly authorized by all necessary action on the part of the Customer; (ii) the person signing this Agreement on behalf of Customer is duly authorized; (iii) all information provided by Customer to Owner in connection with this Agreement is true and correct; and (iv) this Agreement constitutes legal, valid and binding obligations of Customer, enforceable against Customer in accordance with their terms. Any provision of this Agreement, which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of the Agreement, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof. Customer has not received any tax or accounting advice from Stryker.

SCHEDULE A

Equipment Products:

#	Product	Description	Qty	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	13	\$863,600.01
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	13	
3.0	11577-000004	Station Battery Charger - For the LP15	9	
4.0	21330-001176	LP 15 Lithium-Ion Battery 5.7 amp hrs	39	
5.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	13	
6.0	11220-000028	LIFEPAK 15 Carry case top pouch	13	
7.0	11260-000039	LIFEPAK 15 Carry case back pouch	13	
9.0	11996-000474	4G Modem: Verizon Cellular (for use on customer data plan; purchased separately)	13	

Trade In Credit:

Product	Description	Qty	Total Credit
TR-15V1V2-LP15	TRADE-IN-STRYKER LP15V1/V2 TOWARDS PURCHASE OF LIFEPAK 15	11	-\$71,500.00
TR-LP15V4-LP15	TRADE-IN-STRYKER LP15V4 TOWARDS PURCHASE OF LIFEPAK 15	1	-\$7,500.00

Data Products:

#	Product	Description	Qty	Sell Price	Total
8.0	78000171	LIFENET Asset, per device	13	\$0.00	\$0.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$8,421.00
Grand Total:	\$793,021.01

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of the AGREEMENT between Stryker Sales, LLC ("Stryker") and Roseville ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Stryker and Customer agree as follows:

1. Customer represents and warrants to Stryker that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Products are essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Stryker that, as of the date each item of the Products becomes subject to the Agreement, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Stryker's request, Customer shall deliver in a form acceptable to Stryker a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Opinion of Counsel Letter

September 1st, 2022

Stryker Sales, LLC, through its Medical Division
P.O. Box 93308
Chicago, IL 60673-3308

Gentlemen/Ladies:

Reference is made to SCHEDULE 001 to the AGREEMENT between Stryker Sales, LLC, and Roseville Fire Dept. (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement, or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of California and is authorized by the Constitution and laws of the State of California to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true, and correct legal name of the Customer.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.

Very truly yours,

Signature	
Signature:	Date:
Print Name:	
Title:	

ORDINANCE NO. 6555

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23
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 2022-23, is hereby amended as listed on the attached budget adjustment for LifePak Monitors/Defibrillators for the Fire Department.

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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

REQUEST FOR BUDGET ADJUSTMENT



COUNCIL COMMUNICATION

CC #: 2314
File #: 0203-06

Title: Network Firewalls Subscription and Support - Purchase Order
Contact: Cesar Gamez 916-774-5408 pcgamez@roseville.ca.us

Meeting Date: 9/21/2022
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Staff recommends Council approve a purchase order with CDW-G for the renewal of Palo Alto Networks subscription and support for the City's firewalls which provide critical security protections for all City systems and applications.

BACKGROUND

The City's systems and applications are protected from cyber attacks by these network firewalls. These firewalls allow the public to securely access City services hosted internally, allow City employees to securely access the internet to perform their job duties, and provide remote access for employees working from home. These firewalls constantly monitor all internet access and use advanced technology for protection against cyber threats.

The cost for annual subscription and support of these firewalls is \$122,388.82 through CDW-G using the competitively-bid contract Naspo ValuePoint AR3229 California Addendum 7-14-7047-06 which is valid through September 9, 2024.

FISCAL IMPACT

The subscription and support cost totaling \$122,388.82 is included in the approved FY2022-23 Information Technology Operations Fund budget.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a purchase order for subscription and support of the City's network firewalls meet the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Cesar Gamez, Information Security Administrator

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, City Manager

ATTACHMENTS:

Description

Palo Alto Networks Renewal CDW-G Quote

QUOTE CONFIRMATION



DEAR WES PHILPOTT,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MWWQ348	8/4/2022	PAN RNWL	5344025	\$122,388.82

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Palo Alto Networks Premium Support Program - technical support (renewal) - Mfg. Part#: PAN-SVC-PREM-PRA-25-R UNSPSC: 86101601 Electronic distribution - NO MEDIA Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)	1	3060294	\$1,746.00	\$1,746.00
Palo Threat Prevention for PA-850 - subscription license renewal (1 year) - Mfg. Part#: PAN-PA-850-TP-HA2-R UNSPSC: 43233205 Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)	1	4884466	\$1,418.14	\$1,418.14
Palo Alto Networks Premium Support - extended service agreement (renewal) - Mfg. Part#: PAN-SVC-PREM-850-R UNSPSC: 81111811 Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)	1	4884469	\$1,746.00	\$1,746.00
Palo Alto Networks Premium Support - extended service agreement (renewal) - Mfg. Part#: PAN-SVC-PREM-850-R UNSPSC: 81111811 Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)	1	4884469	\$1,746.00	\$1,746.00
Palo Threat Prevention for PA-850 - subscription license renewal (1 year) - Mfg. Part#: PAN-PA-850-TP-HA2-R UNSPSC: 43233205 Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)	1	4884466	\$1,418.14	\$1,418.14
Palo Alto Networks Advanced URL Filtering - subscription license renewal (1 Mfg. Part#: PAN-PA-820-ADVURL-HA2-R Electronic distribution - NO MEDIA Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)	1	6762756	\$0.00	\$0.00
Palo Threat Prevention for PA-820 - subscription license renewal (1 year) - Mfg. Part#: PAN-PA-820-TP-HA2-R UNSPSC: 43233205	1	4994237	\$672.52	\$672.52

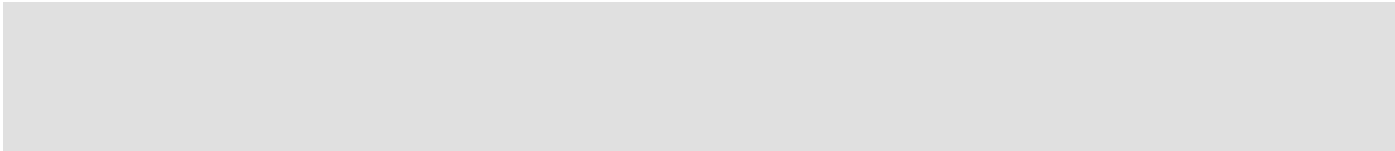
QUOTE DETAILS (CONT.)				
Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)				
<u>Palo Standard Support - extended service agreement (renewal) - 1 year</u>	1	5193995	\$558.00	\$558.00
Mfg. Part#: PAN-SVC-STND-820-R UNSPSC: 81111811 Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)				
<u>Palo Alto Networks Advanced URL Filtering - subscription license renewal (1</u>	1	6762756	\$1,173.00	\$1,173.00
Mfg. Part#: PAN-PA-820-ADVURL-HA2-R Electronic distribution - NO MEDIA Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)				
<u>Palo Threat Prevention for PA-820 - subscription license renewal (1 year) -</u>	1	4994237	\$672.52	\$672.52
Mfg. Part#: PAN-PA-820-TP-HA2-R UNSPSC: 43233205 Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)				
<u>Palo Standard Support - extended service agreement (renewal) - 1 year</u>	1	5193995	\$558.00	\$558.00
Mfg. Part#: PAN-SVC-STND-820-R UNSPSC: 81111811 Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)				
<u>Palo Alto Threat Prevention Subscription, PANDB URL Filtering</u>	1	4953016	\$100.00	\$100.00
Mfg. Part#: PAN-PA-220-BND-LAB4-R UNSPSC: 43233205 Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)				
<u>Palo Premium Support Program - extended service agreement (renewal) - 1 yea</u>	1	4757481	\$8,500.00	\$8,500.00
Mfg. Part#: PAN-SVC-PREM-5220-R UNSPSC: 81111811 Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)				
<u>Palo Alto Networks DNS Security - subscription license renewal (1 year) - 1</u>	1	5979168	\$8,644.50	\$8,644.50
Mfg. Part#: PAN-PA-5220-DNS-HA2-R Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)				
<u>Palo GlobalProtect Gateway for PA-5220 - subscription license renewal (1 ye</u>	1	4757496	\$8,644.50	\$8,644.50
Mfg. Part#: PAN-PA-5220-GP-HA2-R UNSPSC: 43233204 Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)				
<u>WildFire for PA-5220 - subscription license renewal (1 year) - 1 device in</u>	1	4757567	\$8,644.50	\$8,644.50
Mfg. Part#: PAN-PA-5220-WF-HA2-R UNSPSC: 43233204 Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)				
<u>Palo Alto Networks Advanced URL Filtering - subscription license renewal (1</u>	1	6744350	\$12,962.50	\$12,962.50
Mfg. Part#: PAN-PA-5220-ADVURL-HA2-R Electronic distribution - NO MEDIA Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)				

QUOTE DETAILS (CONT.)				
Palo Threat Prevention for PA-5220 - subscription license renewal (1 year) Mfg. Part#: PAN-PA-5220-TP-HA2-R UNSPSC: 43233204 Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)	1	4757498	\$6,500.00	\$6,500.00
Palo Alto Networks Advanced URL Filtering - subscription license renewal (1 Mfg. Part#: PAN-PA-5220-ADVURL-HA2-R Electronic distribution - NO MEDIA Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)	1	6744350	\$12,962.50	\$12,962.50
Palo Premium Support Program - extended service agreement (renewal) - 1 yea Mfg. Part#: PAN-SVC-PREM-5220-R UNSPSC: 81111811 Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)	1	4757481	\$9,144.00	\$9,144.00
Palo Threat Prevention for PA-5220 - subscription license renewal (1 year) Mfg. Part#: PAN-PA-5220-TP-HA2-R UNSPSC: 43233204 Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)	1	4757498	\$8,644.50	\$8,644.50
WildFire for PA-5220 - subscription license renewal (1 year) - 1 device in Mfg. Part#: PAN-PA-5220-WF-HA2-R UNSPSC: 43233204 Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)	1	4757567	\$8,644.50	\$8,644.50
Palo Alto Networks DNS Security - subscription license renewal (1 year) - 1 Mfg. Part#: PAN-PA-5220-DNS-HA2-R Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)	1	5979168	\$8,644.50	\$8,644.50
Palo GlobalProtect Gateway for PA-5220 - subscription license renewal (1 ye Mfg. Part#: PAN-PA-5220-GP-HA2-R UNSPSC: 43233204 Contract: California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06)	1	4757496	\$8,644.50	\$8,644.50

PURCHASER BILLING INFO		SUBTOTAL	\$122,388.82
Billing Address: CITY OF ROSEVILLE ACCOUNTS PAYABLES 311 VERNON ST ROSEVILLE, CA 95678-2649 Phone: (916) 774-5720 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$122,388.82
DELIVER TO		Please remit payments to:	

Shipping Address: CITY OF ROSEVILLE WES PHILPOTT 316 VERNON ST STE 300 ROSEVILLE, CA 95678-2635 Shipping Method: DROP SHIP-GROUND	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515
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Need Assistance? CDW•G LLC SALES CONTACT INFORMATION			
	Jeff Butchko	(877) 853-0557	jeffbut@cdwg.com





COUNCIL COMMUNICATION

CC #: 2317

File #: 0102

Title: Response to 2021-2022 Grand Jury Final Report: Homelessness in Placer County

Contact: Dion Louthan 916-774-5362 dlouthan@roseville.ca.us

Meeting Date: 9/21/2022

Item #: 6.7.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the Mayor and City Manager to execute a response to the Placer County Grand Jury's 2021-22 Final Report: Homelessness in Placer County.

BACKGROUND

On June 30, 2022, the Placer County Grand Jury issued its 2021-22 Final Report: Homelessness in Placer County. The report included seventeen (17) findings and nine (9) recommendations (mostly directed to Placer County), based on the Grand Jury's investigations, as required by law. Of the nine (9) recommendations, the Roseville City Manager was directed to provide a response, along with the Mayor, to recommendation #5 only. Upon approval by the City Council, the response will be provided to the Presiding Judge of the Placer County Superior Court and to the Placer County Grand Jury.

FISCAL IMPACT

There is no fiscal impact associated with this particular request.

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, or is otherwise not considered a project as defined by CEQA Statute §20165 and CEQA State Guidelines §15060(c)(3) and §15378. A grand jury report meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy
Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Dion Louthan, Assistant City Manager

Dominick Casey, City Manager

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-365

Draft Response to 2021-22 Grand Jury Final Report

2021-2022 Grand Jury Final Report

RESOLUTION NO. 22-365

AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE THE
RESPONSE TO THE 2021-22 GRAND JURY FINAL REPORT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, on June 30, 2022, the Placer County Grand Jury issued a final report entitled “*Homelessness in Placer County*”; and

WHEREAS, the report included seventeen (17) findings and nine (9) recommendations (mostly directed to Placer County), based on the Grand Jury’s investigations, as required by law; and

WHEREAS, of the nine (9) recommendations, the Roseville City Manager was directed to provide a response, along with the Mayor, to recommendation #5 only; and

WHEREAS, upon approval by the City Council, the responses will be provided to the Presiding Judge of the Placer County Superior Court and to the Placer County Grand Jury; and

WHEREAS, the response to the 2021-22 Grand Jury Final Report, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Mayor and the City Manager are hereby authorized to execute the response to the 2021-22 Grand Jury Final Report 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



City Council
311 Vernon Street
Roseville, California 95678

September 21, 2022

The Honorable Alan V. Pineschi
Presiding Judge
Superior Court County of Placer
P.O. Box 619072
Roseville, CA 95661

The Honorable Suzanne I. Gazzaniga
Advising Grand Jury Judge
Superior Court County of Placer
P.O. Box 619072
Roseville, CA 95661

Lorena Sims
Foreperson
2021-2022 Placer County Grand Jury
11532 B Avenue
Auburn, CA 95603

**Re: Response to 2021-2022 Grand Jury Final Report
Homelessness in Placer County**

Dear Honorable Judge Pineschi, Honorable Suzanne I. Gazzaniga, and Placer County Grand Jury:

We would like to thank the Placer County Grand Jury for your continued dedication to the citizens of Placer County. We are pleased to submit our response to the 2021-2022 Grand Jury Final Report: Homelessness in Placer County.

Report Title: Homelessness in Placer County
Report Date: Released to the public on June 30, 2022
Response By: Krista Bernasconi, Mayor and Dominick Casey, City Manager

FINDINGS

The 2021-2022 Grand Jury Final Report: Homelessness in Placer County contains 17 specific findings. Pursuant to Penal Code §933(c), we provide the following responses to those findings “pertaining to matters under the control” of ourselves and the City of Roseville. For those findings that are not “pertaining to matters under the control” of ourselves or the City of Roseville, the response will note that.

We agree with the finding numbered: F13.

We partially disagree with the findings numbered: F1, F5, F6, F7, F8.

As to findings numbered F2, F3, F4, F9, F10, F11, F12, F14, F15, F16, F17 we are unable to provide a response because the matter is not under the control of ourselves or the City of Roseville (per Penal Code § 933(c)) and we lack personal knowledge as to the findings.

F1: There is no single entity, department, or individual providing oversight and leadership in Placer County for the homeless issue resulting in uncoordinated or overlapping services.

We agree with the initial part of the findings that says: “[t]here is no single entity, department, or individual providing oversight and leadership in Placer County for the homeless issue”, but disagree with the statement that this has resulted in “uncoordinated or overlapping services”.

Within the scope of its jurisdiction, the City of Roseville has coordinated with local non-profits, governmental stakeholders, including Placer County, businesses, and other community groups to provide a multitude of services, including mental health and substance abuse services, food and housing, veteran services, and transportation services (see response to recommendation R5 below for specific details). While some of these services do overlap, it is intentional, so as to ensure these critical services are available to the unsheltered.

F5: Martin v. Boise mandates that campers cannot be removed from their place of encampment if there are no adequate shelters available to house them, thus facilitating continued growth of hazardous encampments on county property.

We partially disagree with this findings because Martin v. Boise expressly says that individuals can be moved in many situations. Specifically, the Court held: “Naturally, our holding does not cover individuals who *do* have access to adequate temporary shelter, whether because they have the means to pay for it or because it is realistically available to them for free, but who choose not to use it. Nor do we suggest that a jurisdiction with insufficient shelter can *never* criminalize the act of sleeping outside. Even where shelter is unavailable, an ordinance prohibiting sitting, lying, or sleeping outside at particular times or in particular locations might well be constitutionally permissible.” *Martin v. Boise* (2019) 920 F.3d 584, fn8.

F6: The creation of low barrier shelters would fulfill the requirements of Martin v. Boise and the Placer County Housing Element 2021 – 2029, HE-41. Low barrier shelters could resolve many of the homeless problems Placer County and local jurisdictions are faced with today.

We partially disagree with this finding insofar as it suggests low barrier shelters would fulfill the requirements of Martin v. Boise. What qualifies as acceptable shelter under Martin v. Boise is still an open and unsettled question of law. The Court in Martin v. Boise made clear that if a condition for staying at a shelter “functionally limits access” to that shelter, then that shelter cannot count towards the number of shelter beds required under Martin v. Boise. Meaning, if a low-barrier shelter has conditions that require Placer County residency, being clean and sober, etc., those conditions likely result in the shelter space not counting towards the required shelter under Martin v. Boise.

Additionally, because of this lack of ability to place conditions on a shelter, we partially disagree with the finding insofar as it says, “[l]ow barrier shelters could resolve many of the homeless problems Placer County and local jurisdictions are faced with today.” It is likely you are trading one issue for another, without elimination of the root issues.

Lastly, with regard to the reference to Placer County’s Housing Element 2021-2029, HE-41, we are unable to provide a response because the matter is not under the control of ourselves or the City of Roseville (per Penal Code § 933(c)) and we lack personal knowledge as to the findings.

F7: A local non-profit entity proposes a facility that, if approved, might address some of the needs of the homeless in Placer County.

We disagree with this response, insofar as it states that the proposed facility “might address some of the needs of the homeless in Placer County”. There has been no final plan or concept provided for this facility in order for the City of Roseville to evaluate what needs it may or may not ultimately address (and whether it will create new issues and needs). At this point in time it is premature to comment on whether the proposed facility will address needs, and so we disagree insofar as it assumes the facility will adequately address needs of the homeless.

F8: The State of California Assembly Bill 2630 if passed, would require all cities and counties to declare all homeless funds received and how those funds were spent, which would force Placer County executives to be transparent about funding received and spent.

We partially disagree with this finding, insofar as it implies Placer County is not being transparent about funding. In addition, Assembly Bill 2630 was not enacted in the California legislature this session and has not advanced in any final form to allow for comment about what it will or will not do.

RECOMMENDATIONS

R5 – By January 1, 2023, all cities and jurisdictions in Placer County shall identify and apply for grants, allocate funds, and establish their own municipal low barrier facilities.

Response to R5 – The recommendation will not be implemented because it is not reasonable. This response assumes that the Grand Jury is recommending that the grants to be identified, applied for, and allocated, are specific to operation of a low barrier facility. This clarification is made because the City of Roseville actively identifies grants, applies for grants, and allocates those funds to issues related to homelessness. Specifically, the City of Roseville has actively sought and applied Rapid Rehousing and Homeless Prevention grant funds, Community Development Block Grant Funds (CDBG), Permanent Local Housing Allocation funds, and many other State and Federal grant funds towards homelessness.

The reason that this recommendation is not reasonable is because, legally and fiscally, it is not possible to apply for, receive, and allocate, mid-budget year, the funding necessary to operate a municipal low barrier facility of any size, especially by January 1, 2023. Even if all funding for the “establishment” of such a municipal low barrier facility was secured before the end this calendar year (which is mid-fiscal year) there is no allocation of funding for ongoing operation of such a municipal facility (as no grant fund source can guarantee funding for indefinite future years).

Additionally, a municipally operated low barrier facility does not have historical success at addressing the long-term nature of homelessness (based on national and statewide data). There has historically been unwillingness by those experiencing homelessness to access congregate shelter models, as noted in the Grand Jury Final Report itself. For this reason, many years ago the City of Roseville invested in and allowed the land use and zoning for, Permanent Supportive Housing (“PSH”). PSH is a proven housing method that reduces homelessness and allows for permanent housing, not just temporary shelter. The Roseville Housing Division grants approximately \$700,000 annually to local service providers who support those experiencing homelessness or are at risk of homelessness and invest in capital improvement projects, many of which provide emergency and PSH to formerly homeless individuals.

Furthermore, the Roseville Housing Division works closely with the Placer Built for Zero (BFZ) team to address the top 100 persons who had been on the Veteran’s By Name List (BNL) the longest. The BNL is a comprehensive list of every veteran in Placer County experiencing homelessness. The intention of the list is to remove barriers and permanently house every person, using supportive services as necessary. This goal is to reduce both the average length of stay in homelessness and the number of those on the list who are chronically homeless. The list is updated monthly at team meetings. As of spring 2022, at least 24 individuals have been permanently housed.

Moreover, the Roseville Housing Authority oversees the Housing Choice Voucher Program (HCV) to ensure safe and affordable housing for residents. Through monthly rental assistance payments, the HCV invests over \$7 million into the local rental economy annually. With the addition of Emergency Housing Vouchers (EHVs), the Roseville Housing Authority currently has authorization to lease up to 815 vouchers. Special vouchers currently equal 168 EHVs, VASH (which are for veterans), and Mainstream vouchers and must serve those who are homeless or at risk of homelessness.

Roseville's Development Services Department processes the entitlements, which result in the production of both affordable and market rate housing opportunities. An average of 100 affordable units and 900 market-rate single-family homes are produced annually. While production remains close to average, the City has seen a significant increase in applications for affordable housing projects in the past year. In the 2021 calendar year, the City processed plans/building permit applications for a total of 560 affordable rental units. During the same period the City processed applications for 2,240 market rate housing units. The affordable housing projects were processed through the City's new Objective Design Standards process, which is a streamlined ministerial process. Based on last year's data, affordable housing represents 20% of the total approved units when comparing affordable units to market rate single-family units, which is a much higher share than typical.

In addition to these strong housing programs aimed at addressing the long term success of those experiencing homelessness and working to keep people from becoming homeless in the first place, the City of Roseville focuses its efforts on wrap-around services, addressing all aspects of homelessness, not just housing.

For example, the Roseville Police Department maintains a Social Services Unit (SSU), which is a Problem-Oriented Policing (POP) Unit. SSU consists of two full-time POP Officers, a practitioner, multiple embedded county liaisons and one full-time Sergeant. Individuals who are at high risk with mental health needs, substance use, or chronic offenders, are often referred to SSU. The goal of SSU is to proactively address various issues in our community through innovation, collaboration, and solution-focused policing methods, while striving for long-term and meaningful results. SSU uses a blended model of enforcement and services to create impactful results throughout the community.

In 2020, the Roseville Police Department created two Homeless Outreach positions to work with the SSU, whose focus is linking homeless individuals to services throughout the county. The project was funded through CDBG funds, and the Downtown Roseville Partnership (DRP). There were no General Fund dollars used for this project. The contract provides two part-time Homeless Outreach Workers from Placer County Health and Human Services that are embedded within the SSU.

This collaborative social worker/police team contact the highest-risk community members each month to increase the potential for their participation in housing, programs and services that will help them overcome homelessness or other challenges they may have.

The Roseville Police Department and Code Enforcement work in partnership with enforcement of the City's municipal codes and controlling blight. We have embedded a Code Enforcement Inspector within the SSU. The City is now more effective in handling quality of life issues and homeless-related concerns. In the first three months of the program, 75 code enforcement and blight related issues were addressed.

The Parks, Recreation & Libraries Department (PRL) continues to balance the needs of those experiencing homelessness in our community with daily maintenance duties, in an effort to provide safe spaces for all Roseville residents and to protect Roseville's natural resources. PRL's efforts are primarily based on addressing the results of homelessness, rather than the prevention.

PRL has been very successful conducting homeless camp debris cleanup. PRL's success is due to its excellent partnership with the Roseville Police Department's SSU and patrol division. This is done through GIS technology and a mobile application to track data. Adopting this technology has improved efficiencies and assists with data collection. The SSU then coordinates with the PRL Open Space team to clean the identified location after all required outreach and legal notices are completed.

Some location cleanups require coordination with outside agencies, including Caltrans, Placer County Sheriff's Office and Placer County Probation. Communication with these outside agencies provides efficiencies through the sharing of information and a better understanding of each agency's methods for addressing homelessness impacts.

Since the legal landscape is a factor in what options local government has to address homelessness, the Roseville City Attorney's Office is constantly monitoring the ever changing laws that impact our daily life and ensuring that Roseville complies with those laws and avails itself of all options available to it.

Roseville's Government Relations team has a robust state and federal legislative advocacy program which continues to actively support legislation that provides resources to programs for those experiencing homelessness and their families. Over the past 3 years this effort has included advocating on more than 62 bills and attending more than 39 meetings with state and federal representatives, departments, and agencies.

The efforts also include working with the Invest Health team that is focused on finding innovative solutions to the issues facing the city's core neighborhoods. The Invest Health team is working collaboratively with service providers, health care systems, non-profits, schools and others to address the impacts of homelessness in community parks and the surrounding neighborhoods.

As you can see from the programs and services provided above, the City of Roseville takes the issue of homelessness very seriously. It has implemented a multi-faceted approach to addressing homelessness and the issues caused by homelessness. We again would like to thank the 2021-2022 Placer County Grand Jury for its report and service to the City of Roseville.

Sincerely,

Krista Bernasconi
Mayor

Dominick Casey
City Manager

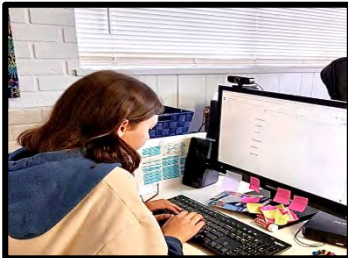
Cc: Roseville City Council
Roseville City Attorney
Roseville City Clerk
Placer County Board of Supervisors
Placer County Executive Officer

PLACER COUNTY GRAND JURY

2021-2022 FINAL REPORT



STATE OF
CALIFORNIA
June 2022



Cover Photos

(Clockwise from top left)

Truckee Tahoe Airport – Norma J. Worley

Lincoln City Hall – Bob Bettencourt

Schuyler Colfax Statue – Bill Oudegeest

Auburn Historical Courthouse – Joe Sledge

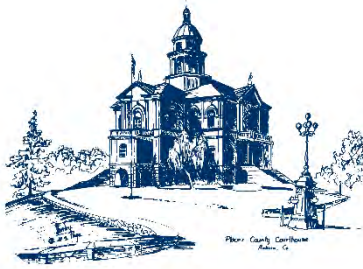
DeWitt Homeless Encampment 1 – Norma J. Worley

South Placer Adult Correctional Facility – Joe Sledge

DeWitt Homeless Encampment 2 – Norma J. Worley

Distance Learning Student – Monica Gavia

Auburn Juvenile Detention Facility – Joe Sledge



PLACER COUNTY GRAND JURY

11532 B Avenue, Auburn, CA 95603
Email: info@placergrandjury.org

Phone: (530) 886-5200
FAX: (530) 886-5201

The Honorable Alan V. Pineschi
Presiding Judge, Superior Court
County of Placer
P.O. Box 619072
Roseville, CA 95661

The Honorable Suzanne I. Gazzaniga
Advising Grand Jury Judge, Superior Court
County of Placer
P.O. Box 619072
Roseville, CA 95661

and Citizens of Placer County

Subject: 2021 – 2022 Grand Jury Final Report

Dear Judge Pineschi, Judge Gazzaniga, and Citizens of Placer County:

With great pride I present the final report of the 2021-2022 Placer County Grand Jury. On behalf of all of the members of the grand jury, I would like to acknowledge the advice and guidance provided by our Advising Judge, the Honorable Suzanne I. Gazzaniga and our Presiding Judge, the Honorable Alan V. Pineschi. We also appreciate the assistance from Emily Taylor, Deputy County Counsel, who provided us with legal counsel, wisdom, and advice. Our gratitude also goes to the Grand Jury Office Manager, Shane Campbell-Kaslin, for her invaluable assistance throughout the year and without whom we would be lost.

In late June of 2021, nineteen Placer County residents, together with fifteen alternate jurors, volunteered and were sworn in to serve as the 2021-2022 Placer County Grand Jury. It has been an honor to serve with such an outstanding group of citizens. Each individual contributed valuable experience and dedication in carrying out our function as watchdog over city and county government.

This final report contains the results of investigations required by law, those requested by citizens, and those internally generated. It is the culmination of investigations that began when the jury was empaneled last July. Many of the issues, however, are on-going and concerns raised during the investigations may be resolved by the time of this publication.

Sincerely,

Lorena Sims, Foreperson
2021-2022 Placer County Grand Jury



MEMBERS OF THE 2021-2022 GRAND JURY

June 8, 2022



Photo Credit: Cynthia Soszka, Placer County Communications and Public Affairs

Not Pictured: Jan Borrego, Phil Hermanson, Paul Jessen, Joe Sledge

Thank you, citizens of Placer County, for granting us the privilege to serve on the 2021-2022 Placer County Grand Jury.

Lorena Sims – Foreperson

Auburn

Bob Bettencourt Roseville	Jan Borrego Sgt.-At-Arms Lincoln	Mark Brown Tech Coordinator Roseville
Dennis Dohner Roseville	Marti Fischer Secretary Auburn	Wayne Fiske Foresthill
Monica Gavia Penryn	Gail Graybeal Roseville	Phil Hermanson Lincoln
Paul Jessen Lincoln	Larry Langham Granite Bay	Bill Oudegeest Soda Springs
Chuck Phillips Rocklin	Sherry Rutledge Roseville	Joe Sledge Roseville
Sheral Manges Tennell Roseville	Norma J. Worley Pro Tem Gold Run	Lupine Future Service Dog Roseville



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Introduction to the Grand Jury

What is the Grand Jury?

The grand jury is an investigatory body with the authority to act as a watchdog over local government, to investigate citizen complaints, and to assist in criminal matters at the request of the district attorney.

The grand jury is part of the county judicial system as authorized by the California State Constitution. It is advised by the Placer County Superior Court and is not accountable to elected officials or government employees. Its findings and recommendations are unbiased and impartial. Grand jurors are sworn to secrecy and, other than final reports, their work is kept strictly confidential.

History

The jury system is rooted in English common law and dates from the eleventh century. In 1215, the Magna Carta stated that “No free man shall be seized or imprisoned, or stripped of his rights or possessions, or outlawed or exiled, or deprived of his standing in any other way, nor will we proceed with force against him, or send others to do so, except by the lawful judgement of his equals or by the law of the land.”

In 1635, the Massachusetts Bay Colony impaneled the first grand jury in North America to consider cases of murder, robbery and wife beating. The U.S. Constitution's Fifth Amendment and the California Constitution Article 1 call for grand juries. Grand juries were established throughout California during the early years of statehood. As constituted today, criminal and civil grand juries are a part of the judicial branch of government and function as arms of the court system.

Investigations

The grand jury is an investigatory body created for the protection of society and the enforcement of the law. The grand jury in California is unusual because its duties include investigation of local and county governments as provided by statutes passed in 1880.

The primary duty of the grand jury is to evaluate local government entities through a systematic fact-finding process. The objective of the investigations is to produce beneficial reports that persuade local officials to run agencies more effectively and efficiently. The final report is the result of investigative efforts and is the only public record of that endeavor.

Anyone may ask a grand jury to investigate a civil issue that falls within the grand jury's jurisdiction. Whether it chooses to investigate such a complaint is entirely in the jury's discretion and may be affected by workload, resource limitations, or jurisdictional issues.

By law, all proceedings of a grand jury are confidential. Findings and recommendations are published in its final report. After a final report is published, the official or governing body of an agency covered in the report must respond to the grand jury within a given period of time as prescribed by California law. Elected officers or agency heads must respond within 60 days. Governing bodies of public agencies must respond within 90 days. The following year's grand jury publishes the responses to the final report.

Upon occasion, the district attorney asks a grand jury to hold hearings in criminal investigations to determine whether evidence presented by the district attorney is sufficient to indict an individual, who would then stand trial in court. A minimum of twelve grand jurors must vote for an indictment in any criminal proceeding.

Placer County Grand Jury Committees

The 2021-2022 Placer County Grand Jury served a one-year term from June 29, 2021 through July 11, 2022. In performing its duties, it examined county government, special districts, school districts, and city governments and inspected jails and holding facilities.

Most grand jury work is done by committee. A typical juror serves on three committees and may be an officer on two of those committees. Committees usually meet at least twice each month.

Audit and Finance

This committee may audit county government offices, departments, agencies, and districts as needed and as mandated by law. It also reviews monthly grand jury expenses against the budget.

Cities

This committee may investigate incorporated cities and towns within Placer County. The committee investigates the operations or functions of one or more city departments or functions. The six cities and towns are Auburn, Colfax, Lincoln, Loomis, Rocklin, and Roseville.

Continuity and Editorial

This committee is responsible for ensuring that the written reports of the grand jury are factual, clear, concise, and readable. Editing includes proper punctuation, spelling, grammar, and formatting. This committee also leads the ongoing task of updating the Placer County Grand Jury Handbook so that subsequent grand juries may make a smooth transition into a new term.

County Administration

The scope of this committee is all Placer County government not specifically assigned to another committee. This includes investigations of appointed boards and commissions, the Board of Supervisors, Assessor, County Executive Office, and others.

Criminal Justice

This committee is mandated to inspect jails and holding facilities in Placer County each year. It also may investigate matters concerning criminal justice. This committee also considers all matters concerning law enforcement and public safety.

Health and Welfare

This committee investigates issues related to the social services of Placer County. In addition, it has oversight responsibility for the Juvenile Detention Facility inspection.

Schools and Libraries

This committee investigates public educational institutions and public libraries. It has no jurisdiction over school policies or personnel.

Special Districts

This committee investigates special districts, agencies, boards, commissions, and joint powers agencies serving Placer County. Examples of these special districts include water agencies, cemetery districts, fire districts, and hospitals. A nonprofit corporation established by or operated on behalf of any public entity over which the grand jury has jurisdiction may also be investigated.

Jurisdiction

The areas within the investigatory jurisdiction of the Placer County Grand Jury include:

- persons imprisoned in the county jail on a criminal charge and not indicted;
- the condition and management of the public jails within the county;
- willful or corrupt misconduct in office of public officers of every description within the county;
- county government, city government, special districts, school districts, agencies, and authorities;
- criminal hearings upon request of the district attorney.

The areas which are not within Placer County Grand Jury jurisdiction include:

- Federal agencies;
- State agencies;
- Superior court system;
- School district personnel records, curriculum, and policy.

Grand Juror Qualifications

Prospective grand jurors must possess the following qualifications per California Penal Code § 893:

- applicant is a citizen of the United States, 18 years or older, who has been a resident of Placer County for one year immediately before being selected and sworn in;
- applicant is in possession of his or her natural faculties, of ordinary intelligence, of sound judgment, and of fair character;
- applicant is possessed of sufficient knowledge of the English language.

A person is not allowed to serve as a grand juror if:

- serving as a trial juror in any California court;
- convicted of a felony;
- discharged as a grand juror in any court of this state within one year;
- convicted of malfeasance in office or any felony or other high crime; or
- serving as an elected public officer.

Desirable qualifications for a grand juror include:

- computer and Internet communication skills;
- good health;
- open-minded with concern for the views of others;
- ability to work with others;
- genuine interest in community affairs; and
- investigative skills and an ability to write reports.

Juror Selection

In the spring of each year, the Presiding Judge of the Placer County Superior Court solicits applications from citizens of the county. Applicants should expect that a criminal records check will be conducted. Applications are reviewed and an interview is scheduled with the presiding and supervising judges as well as the foreperson of the outgoing grand jury.

After the interview process, prospective applicants are required to appear for the final selection which is held in a Placer County Superior Court courtroom. With outgoing grand jurors in attendance, the court clerk draws nineteen names at random. A minimum of ten names are drawn to form a list of alternate jurors.

The presiding judge then swears in the new nineteen grand jury members and gives them a description of their duties and responsibilities. The jurors begin a one-year term in July.

Commitment

Persons selected for grand jury service can expect to serve forty or more hours per month for a period of one year, generally, from July 1 through June 30. Jurors may opt to serve a second consecutive year, if approved by the court.

Remuneration

Grand jurors receive a nominal payment for meetings they attend and are reimbursed for mileage to attend meetings and training.

Orientation

New jurors are encouraged to attend an orientation program about grand jury functions and receive information about county, city, and special district governments.

Why Become a Grand Juror?

Those who volunteer and are accepted for grand jury service should feel privileged to be selected. They enter this service with interest and curiosity to learn more about the administration and operation of Placer County government. Serving as a grand juror requires many hours and serious effort and reflects a generous commitment to public service.

How to Apply to Serve as a Grand Juror

Download a Prospective County Grand Jury Application, available at <http://www.PlacerGrandJury.org>. Fill it out and follow the directions at the end of the application.

Grand Jury Reports

The Placer County Superior Court maintains web pages for the grand jury on its website. Past and present final reports, and responses to those final reports, may be found at <http://www.PlacerGrandJury.org>.

How to Submit a Confidential Citizen Complaint

All complaints must be submitted in writing. A confidential citizen complaint form is available online at <http://www.placergrandjury.org> and may be submitted electronically. The form may also be mailed, faxed, or hand-delivered to the grand jury office at the address below. The citizen will receive a letter acknowledging receipt of the complaint.

All grand jury documents, including citizen complaints, are secret and cannot be subpoenaed in court or revealed to the public. Complainants' names are held in strictest confidence.

How to Contact the Grand Jury

By Mail: Placer County Grand Jury
11532 B Avenue
Auburn, CA 95603

In Person: Materials can be placed in a drop box located by the entrance door to the above address.

Online: <http://www.placergrandjury.org>

By Phone: (530) 886-5200

By Fax: (530) 886-5201

INSTRUCTIONS FOR RESPONDENTS

The legal requirements affecting respondents and responses to Grand Jury findings and recommendations are contained in California Penal Code § 933.05. The full text of the law is provided at the end of this document.

Two different time periods for responses, and to whom you must respond is defined in California Penal Code § 933(c). They are as follows:

Type of Agency	Time Frame	To Whom
Government Boards	Ninety (90) Days	• Presiding Judge of the Superior Court
Elective Office or Agency Head	Sixty (60) Days	• Presiding Judge of the Superior Court • Information copy to Board of Supervisors

An original signed copy of the response must be provided to both of the following:

1. Presiding Judge of the Placer County Superior Court at the address listed below:

The Honorable Alan V. Pineschi
Presiding Judge of the Superior Court
County of Placer
P.O. Box 619072
Roseville, CA 95661

2. Placer County Grand Jury at the address listed below:

Placer County Grand Jury
11532 B Avenue
Auburn, CA 95603

When responding to more than one report, respondents must respond to each report separately.

You are encouraged to use the Response to Grand Jury Report Form, attached, to help format and organize your response. An electronic version of the form is available upon request from the Grand Jury.

RESPONSE TO GRAND JURY REPORT FORM

Report Title: _____

Report Date: _____

Response By: _____ Title: _____

FINDINGS

- I (we) agree with the findings, numbered: _____.
- I (we) disagree wholly or partially with the findings, numbered: _____.

(Describe here or attach a statement specifying any portions of the findings that are disputed or not applicable; include an explanation of the reasons therefore.)

RECOMMENDATIONS

- Recommendations numbered _____ *have been* implemented.
(Describe here or attach a summary statement regarding the implemented actions.)
- Recommendations numbered _____ *have not yet been* implemented but will be implemented in the future, with a target date of _____.

(Per Penal Code § 933.05(b)(2), a time frame for implementation must be included. Describe here or in an attachment.)

- Recommendations numbered _____ *require further analysis*. This analysis will be completed by _____.

(Describe here or attach an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six (6) months from the date of publication of the grand jury report.)

- Recommendations numbered _____ *will not be* implemented because they are not warranted or are not reasonable.

(Describe here or attach an explanation.)

Date: _____ Signed: _____

Number of pages attached _____

CALIFORNIA PENAL CODE § 933.05

(emphasis added)

- (a) For purposes of subdivision (b) of Penal Code § 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
- (1) The respondent agrees with the finding.
 - (2) The respondent disagrees wholly or partially with the finding; in which case **the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.**
- (b) For purposes of subdivision (b) of Penal Code § 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
- (1) The recommendation has been implemented, with a summary regarding the implemented action.
 - (2) The recommendation has not yet been implemented, but will be implemented in the future, **with a timeframe for implementation.**
 - (3) The recommendation requires further analysis, **with an explanation and the scope and parameters of an analysis or study, and a timeframe** for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. **This timeframe shall not exceed six months from the date of publication of the grand jury report.**
 - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, **with an explanation, therefore.**
- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.
- (d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.
- (e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.
- (f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.



Final Report Summaries

City of Colfax - Citizen Complaint Process

The 2021-2022 Placer County Grand Jury received a citizen complaint alleging “harassment,” “bullying,” and “slander” by a City of Colfax elected official as described by the complainant on their completed Placer County Grand Jury Confidential Complaint Form. The citizen first addressed these concerns with the Placer County Assistant to the Undersheriff, was directed to the Colfax city manager, and then told to bring the concern to city council members or the grand jury. This was also detailed on the complainant’s grand jury complaint form.

California Penal Code § 919(c) states, in part, “The grand jury shall inquire into willful or corrupt misconduct in office of public officers of every description within the county.” The grand jury determined after interviews with the complainant and witnesses that the alleged behavior did not rise to the level of “willful or corrupt misconduct.” As a result of information uncovered in the course of this investigation, the grand jury instead focused on the city’s complaint process and not the alleged misconduct activity by any public official.

Cybersecurity - Is Placer County Prepared for Cyber Threats?

Government entities and private businesses face the daily risk of cyber attacks. In the Sacramento region, both the Lodi School District and Sierra College experienced system shutdowns in 2021 due to unauthorized access with resulting sabotage. The Placer County Grand Jury investigated the exposure that Placer County information systems might be facing. The grand jury found that the Placer County Information Technology (PCIT) department has an excellent program to protect their information systems. The effort is well staffed and well managed. The grand jury did identify some improvements that should be evaluated for adoption.

Homelessness in Placer County

In Placer County, on any given night, approximately seven hundred unhoused men, women, and children sleep in tents, cars, shelters, or on sidewalks. Point-in-time (PIT) reports, together with Placer County Health and Human Services (HHS) data, indicate that the majority fall into the category of chronic homelessness of one year or more.

Since 2019, the DeWitt Center in Auburn has been home base for a group of individuals living on these county owned grounds. This tent encampment is home to approximately one-hundred men and women, and thirty pets. The impromptu campground consists of over sixty occupied informal tent-like homesteads, twenty abandoned tents, five porta-potties, a dumpster, mounds of trash, used drug paraphernalia, and deposits of human and animal waste. The DeWitt Center is also the headquarters for county services such as HHS and The Welcome Center, as well as the non-profit program The Gathering Inn Mid-Placer’s one-hundred bed shelter (currently housing ninety-two due to COVID-19 restrictions). Placer County Animal Services (PCAS) is located less than a half mile away. Although the DeWitt Center is the focal point of this investigation, it is an indicator of a county-wide problem. The grand jury set out to investigate the challenges experienced by the homeless and the barriers for individuals entering shelters and utilizing services available to them.

Lincoln, California – A City in Transition

The city of Lincoln is a rapidly growing city. Its population increased 282.1 percent between 2000 and 2010, making it the fastest growing city with over 10,000 people in the United States. As a result of this significant growth, Lincoln is at a crossroads.

The confluence of events potentially impacting Lincoln's financial stability are (1) citizen mistrust of its government, and (2) urban sprawl that has farmers at odds with city council. A 2019 state auditor's report on the city of Lincoln, titled *Fiscal Mismanagement, Insufficient Accountability and Lax Oversight Threaten the City's Stability* (the state auditor's report), pinpoints many issues of this fast-growing city.

In the past few years, Lincoln has made noticeable changes to its city government with the election of new city council members, a commitment to greater government transparency, and more recently, hiring a new, experienced city manager. Despite these advances, some residents and a few generational farmers are at odds with the Lincoln City Council (LCC) and the Lincoln Planning Commission (LPC). Other citizens have pointed out continuing concerns that have not been addressed. These include financial issues, lack of transparency, prior grand jury reports, the current city plan, and overall approach to growth and other governing problems.

Livestreaming of Classes

Rapid Response from Schools During the COVID-19 Pandemic

The COVID-19 pandemic that began in 2020 forced Placer County public schools to readjust how students were to be taught. Superintendents, principals, teachers, students, and parents participated in the necessary shift from in-class learning to distance learning, coordinated by the Placer County Office of Education. Numerous obstacles were overcome by the persistence and ingenuity of all involved. The experience and knowledge gained by Placer County educators will be useful if and/or when future disasters occur, such as fires, floods, and disease outbreaks.

The pandemic brought to focus the need for developing and increasing the use of technology in the education of students, not only in a classroom setting, but in off-site settings as well. Livestreaming of neighborhood school classes during the pandemic months demonstrated it to be a workable learning option. Once students returned to the school setting, the use of this technology, was discontinued. The Placer County Grand Jury (PCGJ) researched how Placer County school districts handled implementation of alternative teaching methods during the pandemic and if livestreaming of a neighborhood campus is subsequently being considered as an alternative mode of instruction available to students who choose to continue to study at home but still be a part of the local campus.

Placer County Jails and Holding Facilities Inspection Report 2021-2022

Placer County Grand Jury conducted required inspections at the seven Placer County jails and holding facilities in Roseville, Rocklin, Auburn, and Tahoe City between the months of July and November 2021. The grand jury found these facilities to be secure, orderly, and well-run.

Placer County Juvenile Detention Facility and Rocklin Police Department and Juvenile Holding Facility

California grand juries are mandated by California Penal Code § 919(b) to inspect and report on juvenile detention facilities. The 2021-2022 grand jury inspected both the Rocklin Juvenile Detention Facility and the Placer County Juvenile Detention Facility (PCJDF) on September 15 and November 4, respectively. The grand jury found both facilities to be well-organized, neat, well maintained, and run by dedicated and knowledgeable staff. The grand jury was particularly impressed by the programs for juveniles in the PCJDF and the philosophy behind the programs.

Truckee Tahoe Airport District - A Model Airport

The Truckee Tahoe Airport District (TTAD) is one of the largest special districts in Placer County. The 2021 annual budget for the TTAD was \$18.9 million. The major funding sources include property taxes, fuel sales, and federal aviation subsidies. Although all homeowners pay property taxes, not all residents utilize the airport.

The Placer County Grand Jury investigated the budgeting process of the TTAD and was particularly interested in how funds were utilized that were received via property taxes. We found that the funds received were directed appropriately. The TTAD utilizes a transparent budget process which provides multiple opportunities for citizens to share concerns and suggestions on potential uses of these funds.

Continuity and Accountability

The primary duty of the Placer County Grand Jury is to investigate the functions of city and county government, schools, and special districts. Each year in June, the grand jury issues its final report which includes reports on inspections and investigations done during the term.

The report provides findings and recommendations for each investigation and inspection. Traditionally, a response report is issued in the November timeframe by the grand jury containing the responses from the investigated entities to their respective recommendations.

The 2021-2022 grand jury believes it is important to verify that the responses were compliant with Penal Code § 933.05, which outlines what each response is to include. The intent of this report is to confirm that entities comply with the penal code. The Placer County Grand Jury produced its first continuity report in June 2021. This is the grand jury's second continuity report.



City of Colfax

Citizen Complaint Process

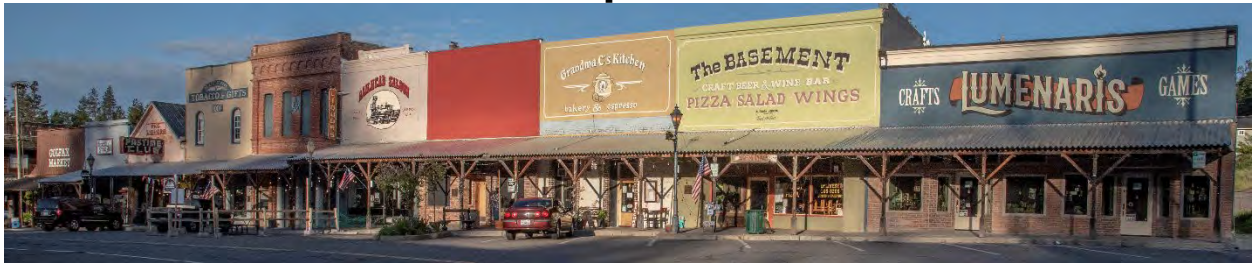


Photo Credit: Bill Oudegeest



City of Colfax Citizen Complaint Process

Summary

The 2021-2022 Placer County Grand Jury received a citizen complaint alleging “harassment,” “bullying,” and “slander” by a City of Colfax elected official as described by the complainant on their completed Placer County Grand Jury Confidential Complaint Form. The citizen first addressed these concerns with the Placer County Assistant to the Undersheriff, was directed to the Colfax city manager, and then told to bring the concern to city council members or the grand jury. This was also detailed on the complainant’s grand jury complaint form.

California Penal Code § 919(c) states, in part, “The grand jury shall inquire into willful or corrupt misconduct in office of public officers of every description within the county.” The grand jury determined after interviews with the complainant and witnesses that the alleged behavior did not rise to the level of “willful or corrupt misconduct.” As a result of information uncovered in the course of this investigation, the grand jury instead focused on the city’s complaint process and not the alleged misconduct activity by any public official.

Background

The grand jury began the investigative process in September 2021. By law, grand jury proceedings are confidential. Findings and recommendations are published in its annual report, which will not be available to the public until June 2022, a full nine months after the initial complaint was received. It is the opinion of the grand jury that a timelier review would have been in the best interest of the complainant and the City of Colfax. In this case, in an August 2021 email to the city manager (copy received by the grand jury), a citizen described alleged misconduct of an elected official. The city manager acknowledged to the grand jury receipt of the email. These incidents allegedly occurred while the elected official was acting as a private citizen. The official was still bound by the Code of Ethics while acting as a private citizen.¹

In the grand jury’s interview of the city manager, he acknowledged that he directed the complainant to city council or the grand jury. He commented that he felt it was out of the scope of his authority to chastise the elected public official at issue. The citizen was provided all names and email addresses of council members and a date for the next council meeting. The city manager stated to the complainant that staff or the council would have little ability to address their concerns. The city manager provided copies of the related email exchange to the grand jury and acknowledged the discussion took place.

¹ City of Colfax Responsibilities of Public Office, accessed May 20, 2022, [Chapter 2.44 - CODE OF ETHICS | Code of Ordinances | Colfax, CA | Municode Library](#)

Methodology

The grand jury:

- Interviewed the complainant, the Colfax city manager, and several Colfax citizens
- Interviewed the Colfax city attorney
- Contacted several other non-elected Placer County city officials regarding internal policies and procedures
- Reviewed Colfax internal policies and procedures:
 - o Code of Ethics Chapter 2.44.020—Responsibilities of Public Office
 - o Chapter 2. City Manager, Code of Ordinances: Citizen Complaints
 - o City of Colfax online Confidential Complaint Form. See Appendix A.
- Reviewed relevant email communications

Discussion

If a complaint is filed against a public official, a course of action could be to conduct a preliminary investigation. With respect to the City of Colfax policies as they relate to a citizen complaint, the grand jury found there were existing written policies, a complaint process (Appendix B), and a complaint form accessible online (Appendix A).

As he disclosed in his interview, the city manager did not direct the complainant to the complaint form. The city manager stated there have been no other citizen complaints regarding council members during his tenure. It was difficult for the grand jury to find the complaint form. The grand jury discovered it only by conducting a search on the City of Colfax website. It was not available in the site's main drop-down menu. Further, the grand jury found that the complaint form is missing instructions and the process itself is lacking initiation and closure steps and setting expectations about timeliness of the process. The form can only be printed out and submitted via fax or mail, versus submitted electronically online.



Photo Credit: Bill Oudegeest

The grand jury interviewed the city attorney regarding the complaint process. The city attorney was apprised of the citizen's complaint by the city manager. The city attorney stated that the City of Colfax policy is informal when dealing with issues related to elected city officials, with no requirement to follow-up, with no clear guidance for the citizen, nor formal training for city employees.

Conclusion

The Placer County Grand Jury received and investigated a complaint regarding inappropriate conduct by a City of Colfax elected official. In the course of its investigation the grand jury determined the City of Colfax has an ineffective citizen complaint process. This conclusion stems from written and oral evidence gathered in the course of the jury's investigation. The complaint process in question is based on a form available on the city's website, but which is difficult to locate. Also, while the form is accessible online, it required the complainant to print and send the form to the city rather than submitting it online. The complaint process itself is incomplete, with little guidance provided to the complainant and no process resolution or conclusion. While this complaint process may technically and legally comply with relevant city and state codes, it does not promote civic transparency for the City of Colfax.

Findings

The grand jury found that:

- F1:** The City of Colfax has an incomplete complaint process.
- F2:** The City of Colfax does not provide training on its complaint process to city employees.
- F3:** The Colfax City Complaint Form is not easily accessible on the City of Colfax website and it is not clear on what happens to the complaint once filed.
- F4:** The city manager stated that he lacked knowledge of the city's citizen complaint process, as he disclosed in his interview with the grand jury.

Recommendations

The grand jury recommends that:

- R1:** By October 1, 2022, the city manager and other City of Colfax officials shall review and publish documented policies and processes on managing citizens' complaints.
- R2:** By October 1, 2022, the city shall provide training to management staff and city officials on the citizen complaint process and their responsibilities on how to handle complaints.
- R3:** By October 1, 2022, the City of Colfax shall make the complaint form and instructions easily accessible and available in a drop-down menu on the city's main web page.
- R4:** By November 1, 2022 the Colfax City management will communicate the new complaint process and inform Colfax citizens about the process and how to file a complaint.
- R5:** By November 1, 2022 all complaints shall follow a written complaint process utilizing the confidential complaint form.

Request for Response

Pursuant to Penal Code § 933.05, the Placer County Grand Jury requests a response from the following governing bodies:

	<u>Recommendations Requiring Response</u>	<u>Response Due Date</u>
Wes Heathcock City Manager City of Colfax P.O. Box 702 Colfax, CA 95713	R1, R2, R3, R4, R5	October 1, 2022
Trinity Burruss Mayor City of Colfax P.O. Box 702 Colfax, CA 95713	R1	September 1, 2022
Copies Sent To: Alfred Cabral, Esq. City Attorney City of Colfax P.O. Box 702 Colfax, CA 95713		

Appendix A



Confidential Complaint Form

Number: _____

PO Box 702
33 S. Main Street
Colfax CA 95713

Phone: (530) 346-2313
Fax: (530) 346-6214
www.Colfax-CA.gov

Office Use Only Date Stamp

APN: _____ - _____ - 000

Received By: _____

This form is NOT a public record

Complaints will remain confidential unless a court order requires the information to be released.

Date Logged:

By: _____

Complaint Type

☐	Street/Roadway	☐	Sewer	☐	Code Enforcement	☐	Safety	☐	City Council	☐	Employee
☐	Miscellaneous (Describe):										

Individual Submitting Complaint

Name:	Date:
-------	-------

Physical Address:

Mailing Address (if different from Physical):

Phone Number:	Email Address:
---------------	----------------

Have you submitted a complaint about this issue in the past? ☐ No ☐ Yes When?

Do you require a phone call?	☐ No	☐ Yes, ASAP	☐ Yes, After resolution
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Complaint Information and Details

Address of Issue/Violation:

Name of Individual/Business (if applicable):

Description of the issue and/or violation for which you are submitting this complaint:

Signature Required

Due to legal requirements, your signature is required to allow the City of Colfax to process.

Signature: _____ Date: _____

This Section to be Completed by City Staff Only

Duplicate Issue/Violation by Complainant ☐ -No ☐ -Yes, Number(s):

Similar Issue/Violation on File?	☐ No	☐ Yes, Number(s):
----------------------------------	-----------------------------	--

☐ Civil Matter	☐ Not City Jurisdiction	☐ Referred To:
---------------------------------------	--	---------------------------------------

<i>Date</i>	<i>Status/Action</i>	<i>Initials</i>
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[illegible]

Additional Rows Available Backside of Page

Date	Corrected/Resolved/Closed	Reporting Party Contacted	Closed By	Log Updated
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[illegible]

Appendix B: Confidential Complaint Form Process

VERSION 01.19

03/2019



CITY OF COLFAX

33 S. MAIN ST
PO BOX 702
COLFAX, CA 95713

PROCESS - PROCEDURE

CONFIDENTIAL COMPLAINT

Use this guide to receive, log, check the status, and process a confidential complaint.

Complaints will remain confidential unless a court order requires the information to be released

FILING A COMPLAINT

When someone comes in to file a confidential complaint, provide them with a Confidential Complaint Form. The reporting party is required to complete the following sections:

- Complaint Type – Check the appropriate box
- Individual Submitting Complaint – Information about the reporting party
- Complaint Information and Details – Information about the issue/violation
- Signature – Reporting party MUST sign and date in order for the complaint to be processed

RECEIVING – LOGGING A COMPLAINT

The city employee who receives the complaint from the reporting party must:

- Write their name in the *Received By* section
- Date stamp received date in designated area (top right)
- Log the complaint on the Confidential Complaint Log
 - (Shared Drive/Z – Complaint Log – Confidential Complaint & Issues Log)
- Enter the following information using data from the form: (Example Below)
 - Complaint Number: C – 2-digit year – 3-digit complaint number (ex. C19022)
 - Complaint Status: New
 - Priority: Urgent or leave blank
 - Issue Type: Enter data from form
 - Description/Address/Notes: Enter information pertaining to the complaint from form
 - Received Date: Date the complaint was received (see date stamp, top right)
 - Reporting Party: Enter from form
 - Reporting Party Contact Info: Phone number or email address from reporting party
 - Follow Up: Enter from form – No *or* ASAP *or* After Resolution
 - Date Logged: Date the complaint was entered into the log by the City employee
 - Entered to Log By: City employee who entered the complaint into the complaint log
- Save the updated log

(EXAMPLE)

Complaint #	Status	Priority	Issue Type	Description/Address/Notes	Rcvd Date	Reporting Party	Contact Info	Follow Up	Entered By
C19022	New		Street/Roadway	Pothole at 33 S. Main Street	02/18/20	Amy Parsons	346-2313	No	City Employee
C19023	New	Urgent	Safety	Tree down in roadway	02/21/20	City Resident	346-2313	ASAP	City Employee
C19024	New		Maintenance	Deport restrooms need cleaning	02/22/20	Ann Condemned	346-2313	No	City Employee

REVIEW FOR DUPLICATE OR SIMILAR COMPLAINTS

Review the Confidential Complaint & Issues Log for duplicate complaints about the same violation/issue. If the same complaint has been received, notate the prior complaint number(s) on the new confidential complaint form so they can be referenced by the person the recent complaint is assigned to.

SENDING A COMPLAINT FOR ASSIGNMENT

Once a complaint has been received, logged, reviewed for duplicates, and you have noted the information on the received complaint form, scan the document and save it to 'Open Complaint Forms'

(Shared Drive/Z – Complaint Log – Open Complaint Forms) Name will be the Complaint Number assigned

Send an email to the Community Services Director with the subject as 'New Complaint' and attach the scanned complaint form to the email. If applicable, note the claim numbers (that should be referenced while handling the complaint) in the email. File the hard copy of the complaint in the Confidential Complaint Form Binder located in the front office.

COMPLAINT ASSIGNMENT

The Community Services Director will receive the Complaint via email titled 'New Complaint'. Upon receipt, the Community Services Director will review the complaint and determine the following;

Is the complaint a Civil Matter or Not City Jurisdiction?

If Yes, to either, notate the agency in which the complaint was referred to and email the Customer Service Representative who and/or where the complaint is being referred to so they can update the log and filed hard copy.

If the reporting party requested to be contacted, the Community Services Director will either contact them or request the Customer Service Representative do so.

The Customer Service Representative will update the log by entering in the information of who/where the complaint was referred to, whether or not the reporting party was contacted and any other pertinent information.

If No, the Community Services Director will determine who/what department the complaint will be assigned to and complete the following process to properly assign the complaint:

Update the log to show the name of the employee/department the complaint has been assigned to, the date it was assigned and update the Status to "Assigned". The Community Services Director will then forward the 'New Complaint' email, with the Complaint Form attached, to the employee/department it is being assigned to in order to handle the complaint.

COMPLAINT PROCESSING

The employee who the complaint is assigned to will process the complaint and update the complaint form to show actions occurring (repairs, phone calls, requests) so the log showing what was done can be referenced. If you are unable to update the electronic log, email the Customer Service Representative what action(s) were taken and the date and time the action(s) occurred so the electronic and hardcopy logs can be updated. Once the complaint has been processed, the log needs to show the Status as "Complete" and the appropriate areas of the log need to be updated. You can email the Customer Service Representative to complete this step as long as information needed is provided.

Cybersecurity

Is Placer County Prepared for Cyber Threats?



Cybersecurity

Is Placer County Prepared for Cyber Threats?

Summary

Government entities and private businesses face the daily risk of cyber attacks. In the Sacramento region, both the Lodi School District and Sierra College experienced system shutdowns in 2021 due to unauthorized access with resulting sabotage. The Placer County Grand Jury investigated the exposure that Placer County information systems might be facing. The grand jury found that the Placer County Information Technology (PCIT) department has an excellent program to protect their information systems. The effort is well staffed and well managed. The grand jury did identify some improvements that should be evaluated for adoption.

Glossary

SaaS (Software as a Service) – allows users to connect to and use cloud-based apps over the Internet. Common examples are email, calendaring, and office tools (such as Microsoft Office 365).²

Cloud storage – a model of computer data storage in which the digital data is stored in logical pools, said to be on "the cloud." The physical storage spans multiple servers (sometimes in multiple locations), and the physical environment is typically owned and managed by a hosting company. These cloud storage providers are responsible for keeping the data available and accessible, and the physical environment secured, protected, and running.³

Phishing – a type of social engineering where an attacker sends a fraudulent (e.g., spoofed, fake, or otherwise deceptive) message designed to trick a person into revealing sensitive information to the attacker or to deploy malicious software on the victim's infrastructure like ransomware.^{4, 5}

Ransomware – a type of malicious software that infects a computer and restricts users' access to it until a ransom is paid to unlock it. Ransomware variants have been observed for several years and often attempt to extort money from victims by displaying an on-screen alert. Typically, these alerts state that the user's systems have been locked or that the user's files have been encrypted.⁶

Enterprise (Network) – the IT infrastructure that midsize and large organizations use to provide connectivity among users, devices, and applications. The goal is to support the

² Azure, "What is SaaS? Software as a service", accessed on April 22, 2022, <https://azure.microsoft.com/en-us/overview/what-is-saas/>

³ Wikipedia, "Cloud storage", accessed on April 22, 2022, https://en.wikipedia.org/wiki/Cloud_storage

⁴ Phishing.org, "What is Phishing?", accessed on April 22, 2022, <https://www.phishing.org/what-is-phishing>

⁵ Wikipedia, "Phishing", accessed on April 22, 2022, <https://en.wikipedia.org/wiki/Phishing>

⁶ UC Berkeley, "Frequently Asked Questions – Ransomware", accessed on April 22, 2022, <https://security.berkeley.edu/faq/ransomware/>

organizations' objectives by consistently delivering connected digital services reliably and securely to workers, partners, customers, and, increasingly, also things.⁷

Hack – an act or instance of gaining or attempting to gain illegal access to a computer or computer system.⁸ A hardware or software change not approved by the manufacturer or developer that makes it do something it wasn't intended to do. For example, with software updates and modifications, users can make their Xbox gaming console more of a media center. Because the developer does not support these modifications, hacks void your warranty and prevent you from getting manufacturer support.⁹

Whitelisting – a cybersecurity strategy under which a user can only take actions on their computer that an administrator has explicitly allowed in advance. Instead of trying to keep one step ahead of cyber attackers to identify and block malicious code, IT staff instead compiles a list of approved applications that a computer or mobile device can access. In essence, the user has access to only a limited set of functionality, and what they can access has been deemed safe by the administrator.¹⁰ Whitelisting only allows an approved list of applications, programs, websites, Internet Protocol (IP) addresses, email addresses, or IP domains, to run in a protected computer or network.¹¹

Data theft – The unauthorized taking or interception of computer-based information.¹²

Sabotage – deliberate attack intended to disable or modify computers or networks for the purpose of disrupting operations or transactions, accessing or destroying files, or otherwise compromising an organization.¹³

NCSR – The Nationwide Cybersecurity Review is a no-cost, anonymous, annual self-assessment designed to measure gaps and capabilities of state, local, tribal, and territorial governments' cybersecurity programs. The NCSR data is tabulated by the Center for Internet Security, Inc. (CIS®), which is a community-driven nonprofit, responsible for the CIS Controls® and CIS Benchmarks™, globally recognized best practices for securing IT systems and data.¹⁴

⁷ Cisco, "What Is an Enterprise Network?", accessed on April 22, 2022, <https://www.cisco.com/c/en/us/solutions/enterprise-networks/what-is-an-enterprise-network.html>

⁸ Merriam-Webster, "hack" (Entry 2.6.a), accessed on April 22, 2022, <https://www.merriam-webster.com/dictionary/hack>

⁹ ComputerHope, "Hack", accessed April 22, 2022, <https://www.computerhope.com/jargon/h/hack.htm>

¹⁰ CSO, "Whitelist meaning and definition", accessed on April 22, 2022, <https://www.csoonline.com/article/3562429/whitelisting-explained-how-it-works-and-where-it-fits-in-a-security-program.html>

¹¹ Webopedia, "Whitelisting", accessed on April 22, 2022, <https://www.webopedia.com/definitions/whitelisting/>

¹² Cybercrime.org.za, "Data Theft Definition", accessed on April 22, 2022, <https://cybercrime.org.za/data-theft/#:~:text=Data%20Theft%20Definition%20The%20unauthorized%20taking%20or%20interception,intent%20or%20compromising%20privacy%20or%20obtaining%20confidential%20information.>

¹³ Santa Barbara County Grand Jury, "CYBER-ATTACKS THREATEN SANTA BARBARA COUNTY", accessed on April 22, 2022, <http://www.sbcgj.org/2020/CyberSecurity.pdf>

¹⁴ Center for Internet Security, "Nationwide Cybersecurity Review (NCSR)", accessed on April 22, 2022, <https://www.cisecurity.org/ms-isac/services/ncsr>

Background

Recent reports¹⁵ show that in the United States hackers attack and disable a computer system every thirty-nine seconds, affecting millions of people. Government-run organizations can be shut down and services denied to citizens. An article in *Forbes* magazine¹⁶ stated that businesses and government agencies face over four thousand attempted attacks every day using ransomware alone.

Cyber attacks can be motivated by money, revenge, mischief, politics, or terrorism. The cost to respond and recover can be significant. These attacks can be in the form of data theft, ransomware, and/or sabotage.

Examples of ransomware attacks in California in 2021:

- Ransomware group Vice Society leaked Los Angeles-based Barlow Respiratory Hospital's patient data onto the dark web after an August attack according to a September 11th *ZDNet* report.¹⁷
- In April, the University of California issued a warning to its students and staff that a ransomware group might have stolen and published their personal data.¹⁸ The cybersecurity attack targeted a vulnerability in Actelion, a third-party vendor that is used to transfer files.
- On May 21st, Sierra College, located in Rocklin, confirmed that the outage of the college website and online systems was the result of a ransomware attack.¹⁹
- On October 4th, the phone lines were down for three days at the Lodi Unified School District after a cybersecurity incident disabled their network, computers, and phone lines.²⁰

Methodology

The grand jury investigated the PCIT readiness and preparation against cyber attacks. This investigation included interviewing knowledgeable Placer County information systems managers and reviewing the reports and documents they provided. The following reports were reviewed:

- Countywide Information Security Charter
- Placer County Nationwide Cybersecurity Review 2021

¹⁵ A. James Clark School Study, University of Maryland, "Study: Hackers Attack Every 39 Seconds", accessed on April 13, 2022, <https://eng.umd.edu/news/story/study-hackers-attack-every-39-seconds>

¹⁶ Lee, Mathews, "City of Atlanta Computers Hit by Ransomware Attack", *Forbes*, March 23, 2018

¹⁷ *ZDNet*, "Ransomware groups continue assault on healthcare orgs as COVID-19 infections increase", accessed on April 13, 2022, <https://www.zdnet.com/article/ransomware-groups-continue-assault-on-healthcare-orgs-as-covid-19-infections-increase/>

¹⁸ *Los Angeles Times*, "University of California victim of nationwide hack attack", accessed on April 13, 2022, <https://www.latimes.com/world-nation/story/2021-04-02/university-of-california-victim-of-nationwide-hack-attack>

¹⁹ *Sacramento Bee*, "Ransomware attack shut down Northern California community college's computer system", accessed on April 13, 2022, <https://www.sacbee.com/news/local/article251564398.html>

²⁰ *DataBreaches.net*, "CA: Lodi schools lose internet access due to 'cyber security' issue", accessed on April 13, 2022, <https://www.databreaches.net/ca-lodi-schools-lose-internet-access-due-to-cyber-security-issue/>

- Placer County Enterprise System Catalog
- Information Technology 2021 Strategic Plan
- Placer County Emergency Operations Plan – Cyber Annex
- Security Incident Reports
- Cyber Insurance Application
- Information Security Working Committee Charter

One juror was fully recused from the investigation.

Discussion

Organization and Responsibilities

The Placer County Information Technology department provides IT services to most county departments and employees; however, three departments have their own IT employees (help desks): Sheriff, Elections, and Child Support Services. Although these IT teams are separate, they maintain data that are part of Placer County's data center and networks and utilize the remote backup protection.

Cities in Placer County are not in the cybersecurity protection program managed by the county IT team. In the event of a cyber attack on a city-managed application, PCIT would provide consulting assistance to cities if requested.

Information Security Charter

The Placer County Information Technology Department has created an Information Security Charter. This charter was approved by the Placer County Board of Supervisors on May 29, 2019. The most recent update to this charter was completed on May 3, 2021. Six major themes of the Information Security Charter are:

- Information Security Policies
- Risk Assessment
- Data Classification
- Business Continuity and Operational Recovery Planning
- Security Awareness Training
- Monitoring and Assurance

The 2019 charter also established an information security officer position. Under general direction from the chief information officer, the information security officer position plans, organizes, and directs the countywide Information Security Program, including security awareness, risk assessment, business impact analysis, disaster recovery, and business continuity. This position is also responsible for the day-to-day management of the county IT security team and countywide information security functions. The information security officer has a team of five employees among the eighty-one employees in the Information Technology Department. On January 11, 2022, the Placer County Board of Supervisors approved the re-evaluation of the information security officer to Chief Information Security

Officer (CISO). The re-classification was triggered by the Placer County Human Resources Department to recognize the responsibilities of the position.

Nationwide Cybersecurity Review

Every year, PCIT completes a self-assessment of cybersecurity called the Nationwide Cybersecurity Review (NCSR). This questionnaire is quite detailed and uses a model to evaluate organization cybersecurity that has five categories – identify, protect, detect, respond, and recover. A score is assigned to each category based on the answers. All California counties perform this same assessment. The NCSR is submitted to the Multi-State Information Sharing and Analysis Center which is an arm of the Department of Homeland Security. Completion of the NCSR is now required from all entities that are eligible for Federal Emergency Management Agency (FEMA) funds. The NCSR results are delivered to the United States Congress every other year to report on cyber security preparedness. The graphs from Placer County's most recent NCSR assessment are displayed in Appendix 1. These graphs were obtained from Placer County's Information Security department. They were created by the department to provide a visual way to represent the changes in cybersecurity maturity scores over time.

Information Technology Strategic Plan

Placer County Information Technology produces an annual report called the Information Technology Strategic Plan. This plan sets the strategic direction for the department and county. The 2021 plan identified five initiatives to improve information security. One of the initiatives was to enhance service access and improve user authentication because more employees are working remotely.

Placer County Emergency Operations Plan

Placer County maintains an emergency operations plan. The emergency operations plan is used to guide efforts when significant emergencies occur, such as forest fires and floods. One of the sections of the emergency operations plan documents how to respond to a cyber attack. This response plan is extensive with seventeen pages presenting the organization, responsibilities, actions, and policies for a coordinated, multi-disciplinary approach to prepare for, respond to, and recover from cyber related incidents.

Placer County Security Incident Report

The Placer County Information Technology department maintains a log of all reported security incidents. Examples of security incidents include lost laptops and employees responding to phishing emails. Each incident is documented, reviewed, and potential prevention tactics detailed. In 2021, Placer County decided to increase password security by requiring passwords of at least fourteen characters. This action was taken, in part, from the review of security incidents that occurred in 2020. Recurring incidents, such as phishing attacks, are used to update security awareness training that all county employees are required to complete.

Annual Cyber Insurance Application

Like most counties, Placer holds an insurance policy to mitigate any losses resulting from a cyber attack. This policy provides Placer County with twenty-five million dollars in general

liability coverage. A requirement for annual coverage is to submit an application which includes documentation of Placer's assessment of cybersecurity preparedness maturity. Placer County uses the information from the NCSR to complete the insurance application. Placer County pays lower insurance premiums as a direct result of its current state of cybersecurity readiness.

Placer County Enterprise System Catalog

Placer County uses over six hundred software applications. These applications are run from a Placer County owned data center. Each night, all data are backed up and stored in a separate data center managed by Microsoft. If a ransomware attack were to occur, the only risk to Placer County is that day's transactions. A potential strategy would be to restore all data to the previous night's backup. Microsoft provides this service to many governments and businesses to address cybersecurity and disaster (fire, flood, etc.) risks.

Back Up Methodology

The Microsoft data center that PCIT has contracted with, uses a delivery strategy called "Software as a Service" (SaaS). Many of Placer County's applications are deployed on SaaS. If a cyber attack or disaster impacted an SaaS application, the vendor (Microsoft) would address the issue and fix the application in the cloud. With SaaS, it is the vendor's responsibility to maintain the application. PCIT maintains a backup of all county data, and once Microsoft has resolved the software issue, PCIT would work with Microsoft to load the backup data onto the repaired application.

Some of the PCIT applications are not hosted as an SaaS but are installed in the county-owned data center. PCIT maintains backup servers in a cloud disaster recovery site. In the event of a failure or cyber attack, PCIT would follow their disaster recovery procedures to switch over to the cloud disaster recovery server. PCIT tests their disaster recovery procedures for the different applications that they manage. They have run two successful switchover disaster simulations in the past twelve months.

Penetration Testing

The industry best practice for assessing cybersecurity preparedness is to run penetration tests. The penetration tests that PCIT conducts are also called "security assessments." PCIT utilizes multiple reputable third-party vendors, who conducted enterprise-wide penetration tests in Spring 2019 and Spring 2020. They elected to rotate vendors (rather than utilizing only one) to get different viewpoints and attack techniques. The penetration tests include an external test (attempting to hack into the network), an internal test (when the tester puts a device on the network inside a facility and attempts to steal credentials and access confidential files), and an email phishing test. In 2021, PCIT engaged a vendor to assess the Placer County Child Support Services network (which is separate from the Placer network) and in January 2022, PCIT conducted a penetration test specifically on the Placer County Elections Department applications. PCIT is currently scoping the 2022 enterprise-wide assessment from a new, nationally recognized vendor.

Application Failure History

Although PCIT applications have experienced attempted hacks from external agents, none have been successful. PCIT has only had to utilize its Disaster Recovery Procedure for an

actual disaster once in the past five years. On Sunday, February 27, 2022, the environmental controls in the data center failed in the early morning. PCIT utilized its Critical Incident Response Procedure. On-call facilities staff and electricians responded to remedy the situation. All services were restored by noon.

Examples of Best Practices

The Placer County Information Technology department utilizes industry-leading methodology to protect the assets of the county. Some of the controls are based on restricting the behaviors of the county employees, while others use automated processes that monitor specific activities. For example, every employee is required to take Security Awareness Training and is subjected to practical exercises like social engineering that simulate actual cyber attacks. The PCIT department utilizes special software to trap possible breaches that were intentional or accidental. Some of these tools include:

- detection of changes to software and firmware
- whitelisting of applications that only allow specific software that has been approved to be installed
- spam protection that monitors emails to trap incoming and outgoing messages
- auto-detection of sensitive information being sent out of the protected network via email and data devices, such as USB memory sticks

Information Technology Governance

The Placer County Chief Information Officer leads a committee composed of executives from many county departments (Auditor-Controller, Sheriff, County Executive Officer, Probation, Health and Human Services, Community Development and Resources, Human Resources, Treasurer/Tax Collector, and County Counsel). This committee is called the Leadership Committee and has the following responsibilities:

- reviews and updates the IT Strategic Plan
- reviews and provides endorsement to the Board of Supervisors for projects under \$250,000
- receives and reviews system requests, project status reports, and project workload reports from working committees
- reviews and advises the working committees on any issues with multi-departmental efforts on shared and integrated system selection, implementation, and maintenance
- prioritizes and recommends approval of proposed key projects

There is a separate committee called the Security Working Committee (SWC) that reports to the Leadership Committee. The Chief Information Security Officer leads the SWC, which is comprised of county department representatives. The SWC was formed in 2020, meets quarterly, and has made two reports to the Leadership Committee since its inception. The report's format and content are not standardized. As such, these reports did not include a roster of attendance of the department representatives who participated in the quarterly

meetings, nor is attendance required. As a result, there are county departments that did not have a representative attending these meetings.

Shift to Laptops Triggered by COVID-19

Starting in 2020, the CEO provided direction that all county employees should be on a laptop unless there was a specific need to have a workstation. This was done for business continuity and disaster recovery and to allow for social distancing. This shift has provided significant flexibility but has also increased cyber risks as many employees are accessing Placer County information systems from remote networks instead of logging directly onto the county network.

The shift to laptops and more people working from home has increased information security risks. Some employees may have unsecured Wi-Fi at home. The Placer County information security team educated users on how to change the password on their home internet router. The county's web proxy service can detect unsecured networks and has blocked some users from accessing Placer County web services until they can secure their home network. Placer County Information Technology also mitigates the security risk by only allowing county-issued laptops to access the network. An employee-owned laptop cannot access Placer County networks. PCIT controls the configuration on all county-issued devices to ensure there is advanced and up-to-date antivirus protection.

The Placer County Information Technology department launched additional security training in 2020 and 2021 in the form of "Lunch and Learn" events. The workshops provided valuable information on home Wi-Fi risks and recommended actions to secure home networks. These improvement actions are also communicated in the employee newsletters.

Conclusion

Placer County information systems are well protected from cyber attacks. The Information Technology department has invested significant resources in protection and personnel training.

Findings

The grand jury found:

- F1:** Attendance at the quarterly meetings of the Security Working Committee is not a priority for all departments, and attendance is not 100 percent. As a result, strategies developed and implemented by the committee are not as robust as they could be.
- F2:** There is no formal requirement for report updates by the Security Working Committee to the Leadership Committee, resulting in a lack of prioritization by county departments and potential cybersecurity weaknesses.
- F3:** Placer County data, infrastructure, and applications are well protected from cybersecurity attacks.

Recommendations

The grand jury recommends:

- R1:** By October 1, 2022, the County Executive Officer shall create a policy requiring all departments to send a representative to all Security Working Committee meetings. If the department designated representative has a conflict, a substitute should be sent to the committee meeting.
- R2:** By November 1, 2022, the Chief Information Officer shall create a policy to require that the Chief Information Security Officer provide semiannual updates to the Leadership Committee on cybersecurity. These two semiannual updates should include a report on attendance to the quarterly meetings. In this way, the department executives would be confident that their department's concerns were represented in the Security Working Committee quarterly meetings.

Request for Response

Pursuant to Penal Code § 933.05, the Placer County Grand Jury requests a response from the following governing bodies:

	<u>Recommendations Requiring Response</u>	<u>Response Due Date</u>
Jane Christenson Acting County Executive Officer 175 Fulweiler Ave. Auburn, CA 95603	R1	October 1, 2022
Jarrett Thiessen Chief Information Officer 3091 County Center Dr. Suite 160 Auburn, CA 95603	R2	October 1, 2022

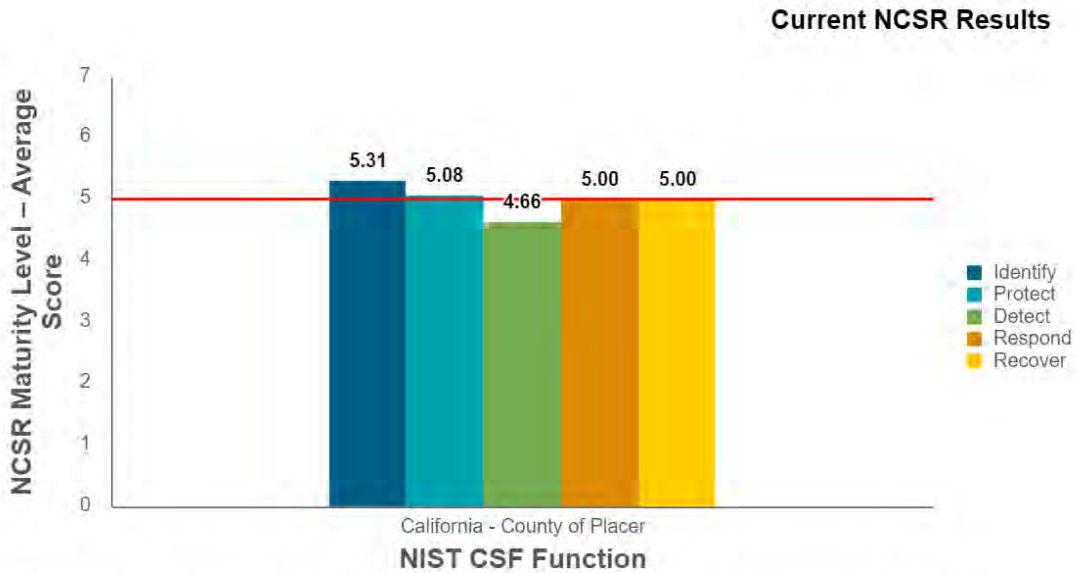
Copies sent to:

Deborah Curtis
Chief Information Security Officer
2986 Richardson Dr.
Auburn, CA 95603

Appendix 1

Graph 1 – Maturity results for the five categories

Five categories of cybersecurity from Placer County 2021

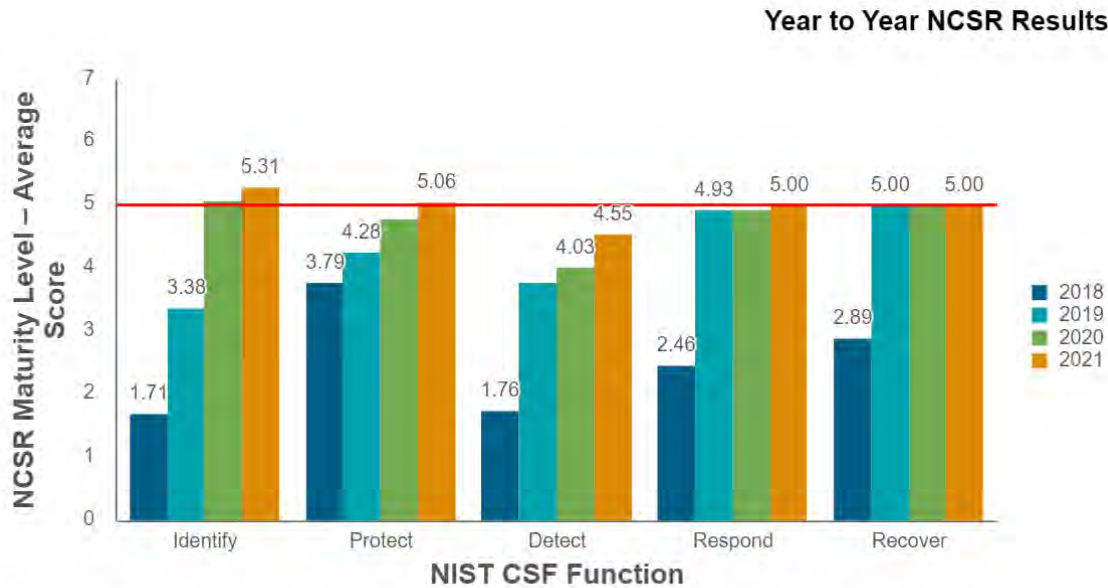


The red line indicates an average score of 5, which is designated as the recommended minimum maturity level

California - County of Placer NCSR Scores

Graph 2 – Steady progress in cybersecurity maturity from 2018 to 2021

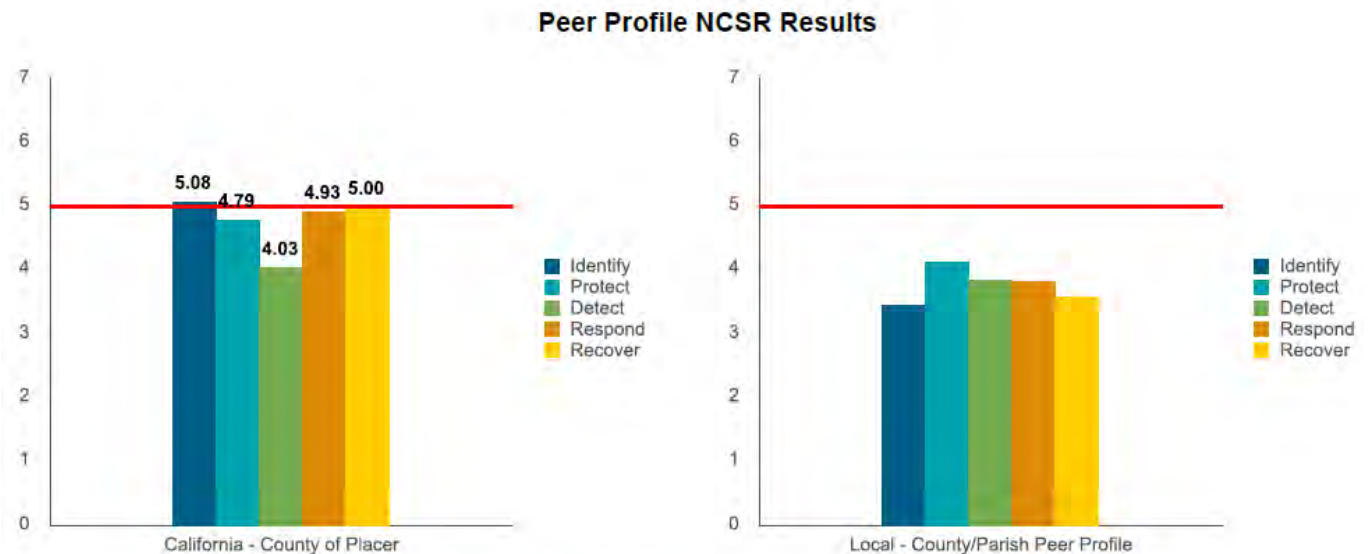
The chart below shows that Placer County has demonstrated steady improvement in all measured areas: identify, protect, detect, respond, and recover.



The red line indicates an average score of 5, which is designated as the recommended minimum maturity level

Graph 3 – Placer County NCSR scores to scores of peer counties

One interesting use of the results is to compare Placer County cybersecurity maturity to the average of other California counties. Placer County's scores are much higher than the average of other counties. See graph and table below:



The red line indicates an average score of 5, which is designated as the recommended minimum maturity level

California - County of Placer NCSR Scores

Name	Average-Identify	Average-Protect	Average-Detect	Average-Respond	Average-Recover
California - County of Placer	5.08	4.79	4.03	4.93	5.00

Peer Profile NCSR Scores

Peer Profile	Average-Identify	Average-Protect	Average-Detect	Average-Respond	Average-Recover
Local - County/Parish Peer Profile	3.47	4.13	3.85	3.81	3.61

Homelessness in Placer County



Photo Credit: Norma J. Worley



Homelessness in Placer County

Summary

In Placer County, on any given night, approximately seven hundred unhoused men, women, and children sleep in tents, cars, shelters, or on sidewalks. Point-in-time (PIT) reports, together with Placer County Health and Human Services (HHS) data, indicate that the majority fall into the category of chronic homelessness of one year or more.

Since 2019, the DeWitt Center in Auburn has been home base for a group of individuals living on these county owned grounds. This tent encampment is home to approximately one-hundred men and women, and thirty pets. The



Photo Credit: Norma J. Worley

impromptu campground consists of over sixty occupied informal tent-like homesteads, twenty abandoned tents, five porta-potties, a dumpster, mounds of trash, used drug paraphernalia, and deposits of human and animal waste. The DeWitt Center is also the headquarters for county services such as HHS and The Welcome Center, as well as the non-profit program The Gathering Inn Mid-Placer's one-hundred bed shelter (currently housing ninety-two due to COVID-19 restrictions). Placer County Animal Services (PCAS) is located less than a half mile away. Although the DeWitt Center is the focal point of this investigation, it is an indicator of a county-wide problem. The grand jury set out to investigate the challenges experienced by the homeless and the barriers for individuals entering shelters and utilizing services available to them.

Glossary

Camping by necessity: Camping at a time where there is no available shelter for an individual to utilize.²¹

CEO: County Executive Officer.

CoC: A Continuum of Care is the group organized to carry out the responsibilities prescribed in the CoC Program Interim Rule for a defined geographic area.²²

²¹ Placer County CEO Memorandum, March 8, 2022, www.placer.ca.gov/DocumentCenter/View/58893/04A, Accessed April 18, 2022

²² HUD, Exchange What Is A Continuum of Care? Date Published: July 2014, WWW.HUDEXCHANGE.INFO/FAQS/PROGRAMS/CONTINUUM-OF-CARE-COC-PROGRAM/PROGRAM-ADMINISTRATION/GENERAL/WHAT-IS-A-CONTINUUM-OF-CARE/?MSCLKID=5FB1F99CC11311EC8556F559750802E1, Accessed April 20, 2022

Chronic homeless: Either (1) an unaccompanied homeless individual with a disabling condition who has been continuously homeless for a year or more, or (2) an unaccompanied individual with a disabling condition who has had at least four episodes of homelessness in the past three years.^{23, 24}

Emergency shelter: Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.²⁵ For example, a local non-profit operates a nomadic nightly dinner and bed program facilitated by local churches.

High barrier shelter: Also referred to as abstinence-based or dry shelter. High barrier shelters place requirements on their guests.²⁶

Homeless: Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (1) Has a primary nighttime residence that is a public or private place not meant for human habitation; (2) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs); or (3) Is exiting an institution where an individual has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.²⁷

Homeless Management Information System (HMIS): A local information technology system used to collect client level data, and data on the provision of housing and services to homeless individuals and families, and persons at risk of homelessness.²⁸

HUD: Federal Department of Housing and Urban Development.

Low/no-barrier shelter: An overnight or temporary housing accommodation for individuals who are homeless, provided directly by or through contracted service agencies, for the purpose of providing shelter to individuals without the imposition of identification, time limits, or any other program requirements.²⁹

²³ CoC At A Glance Chronic Homelessness Status <https://files.hudexchange.info/resources/documents/virtual-binders-at-a-glance-chronic-homelessness-status.pdf>, Accessed April 18, 2022

²⁴ Hud's Homeless Assistance Program "Defining Chronic Homelessness: A Technical Guide For Hud Programs" Hud's Homeless Assistance Program September 2007

<https://files.hudexchange.info/resources/documents/definingchronichomeless.pdf>, Accessed April 18, 2022

²⁵ Law Insider, Emergency Shelter Definition www.lawinsider.com/dictionary/emergency-shelter, Accessed April 18, 2022

²⁶ UGM Impact Blog, Low Barrier Vs. High Barrier Shelter, Barbara Comito, July 12, 2021, <https://blog.uniongospelmission.org/the-impact/low-barrier-vs.-high-barrier-shelter>, Accessed April 18, 2022

²⁷ Hud Homeless Definition

https://files.hudexchange.info/resources/documents/homelessdefinition_recordkeepingrequirementsandcriteria.pdf?msclkid=d2095ac6c11811eca0ace3d3c55dfba4, accessed April 20, 2022

²⁸ Hud Exchange, Homeless Management Information System (HMIS), <https://www.hudexchange.info/programs/hmis/>, Accessed March 7, 2022

²⁹ Law Insider, Low barrier shelter definition, www.lawinsider.com/dictionary/low-barrier-shelter, accessed April 20, 2022

Martin v. Boise: The United States Court of Appeals for the Ninth Circuit ruling held that a city ordinance in Boise, Idaho violated the Eighth Amendment by imposing criminal sanctions against homeless individuals for sleeping outdoors on public property, when no alternative shelter was available to them. Six current or formerly homeless residents brought this suit alleging that the issuance of citations under the city's camping and disorderly conduct ordinances constituted cruel and unusual punishment, because they had no home or other shelter to go to. Agreeing with their arguments, the Ninth Circuit affirmed in part and reversed in part the district court's summary judgment order.³⁰

NIMBY: Not In My Back Yard.

Ninth Circuit: The United States Courts for the Ninth Circuit is comprised of the following judicial districts: Alaska, Arizona, Central District of California, Eastern District of California, Northern District of California, Southern District of California, Guam, Hawaii, Idaho, Montana, Nevada, Northern Mariana Islands, Oregon, Eastern District of Washington, Western District of Washington.³¹

PCGC: Placer County Government Center.

PC § 290: California Penal Code statute that makes it a crime for certain convicted sex offenders to fail to register with local authorities. The state requires sex offenders to register (1) every year within five working days of their birthday, and (2) every time they move to a new address.³²

PIT: Point-in-time count is a head count conducted on one night, typically in January, of sheltered and unsheltered individuals experiencing homelessness.³³

Transitional housing: A supportive type of accommodation that is meant to bridge the gap from homelessness to permanent housing by offering structure, supervision, support for addictions and mental health, life skills, and, in some cases, education and training.³⁴

³⁰ FindLaw for Legal Professionals, United States Ninth Circuit, <https://caselaw.findlaw.com/summary/opinion/us-9th-circuit/2018/09/04/284140.html>, accessed April 18, 2022

³¹ United States Courts for the Ninth Circuit, "What is the Ninth Circuit?", www.ca9.uscourts.gov/judicial-council/what-is-the-ninth-circuit/, accessed April 18, 2022

³² Robert Miller and Associates, "Failure to Register as a Sex Offender Penal Code 290", www.expertlawfirm.com/failure-to-register-as-a-sex-offender-pc-290-penal-code, accessed April 18, 2022

³³ HUD Exchange, "Point-in-Time Count and Housing Inventory Count", www.hudexchange.info/programs/hdx/pit-hic/, accessed April 18, 2022

³⁴ Homeless Hub, Solutions, Supporting communities to prevent and end homelessness, Transitional Housing, www.homelesshub.ca/solutions/housing-accommodation-and-supports/transitional-housing, accessed April 18, 2022

Background

A yearly point-in-time count is conducted by the Homeless Resource Council of the Sierras. Homeless individuals are counted across the county from Roseville to North Lake Tahoe.³⁵

Year	Number of Homeless Individuals
2018	584
2019	617
2020	744
2021	708

These counts are not a broad comprehensive measure of an area's homeless population, but rather snapshots of a single day used to approximate trends. Typically, they are viewed as undercounts of a community's yearly overall homeless population, given that individuals may move in and out of homelessness during the year. Also, individuals may intentionally avoid being counted, and some are not locatable. This report bases its findings on the 2021 count. The results of the most recent count, completed on February 24, 2022, are expected to be available in the summer timeframe. PIT counts are used to determine funding allocated to counties from various sources.

More than 80 percent, or thirty-seven of California's forty-four Continuums of Care (CoCs) did not conduct a January 2021 PIT count after receiving approval from HUD. This was based on safety precautions related to the COVID-19 pandemic. Three CoCs, Placer County, Sutter County, and Nevada County, are using their "by-name" list or "active" list, that is updated, at least monthly, to conduct a modified unsheltered PIT count. This was required if a CoC wanted to submit their unsheltered data to HUD through the Homelessness Data Exchange.³⁶

Along with grant funding received based on the PIT count, the Fiscal Year 2021-2022 Placer County budget, adopted at \$1,020,071,376, funds the HHS department. Current HHS funding is \$243,065,397 which comprises 24 percent of the total county budget. This amount is then allocated to nine departments within HHS, an undetermined amount of which goes to homeless services. No county official was able to articulate in grand jury interviews the amount spent directly on homeless programs.

³⁵ County of Placer, Health and Human Services, State of Homelessness, Study on Homelessness, www.placer.ca.gov/4002/State-of-Homelessness, accessed April 18, 2022

³⁶ Joe Colletti, PhD for Urban Initiatives Homeless and Housing Strategies for California February 2021, www.hudhdx.info, accessed March 9, 2022

HHS Service/Agency	FY 2021-2022 County Funding by Department
Adult System of Care	\$69,081,806
Children's System of Care	\$55,615,345
Public Health	\$19,382,878
HHS Administration	\$3,330,501
Human Services	\$44,199,902
Client Aid	\$37,549,343
Environmental Health	\$7,327,292
Animal Services	\$5,769,284
Veteran Services	\$809,046
HHS Budget TOTAL	<u>\$243,065,397</u>

These nine departments administer programs that provide services for many of the needs of the homeless. In addition, a large portion of these estimated seven hundred homeless individuals receive help from various grant funded programs and private non-profit entities, including but not limited to:

Private or Non-profit Program	Year	Revenue
Acres of Hope	2019	\$1,408,636
Advocates for the Mentally Ill Housing, Inc.	2019	\$4,106,553
The Gathering Inn	2019	\$3,226,117
Lazarus Project Roseville	2019	\$215,172
Roseville Home Start Inc.	2018	\$703,479

Private or Non-profit Program	Year	Revenue
Stand Up Placer	2019	\$4,918,830

Methodology

The grand jury conducted numerous interviews with county officials as well as non-profit executives. The goals of these interviews were:

- To identify who in Placer County takes ownership of and acknowledges full responsibility for the strategies used in supporting the homeless
- To understand the challenges and barriers the homeless experience in entering shelters and utilizing the services available to them
- To gain an insight into the day-to-day personnel and operations that work directly with the homeless

Besides the interviews, three consultant reports contracted by HHS were also reviewed. The 2020-2021 Placer County Grand Jury Report detailing housing resources and funding of supporting programs was referenced for background information. Additionally, grand jury members attended several public forums.

Discussion

Encampments vs. Shelters

In 2018, the United States Court of Appeals for the Ninth Circuit ruled in *Martin v. Boise*³⁷, that persons experiencing homelessness, cannot be cited, or arrested for sleeping outdoors when no shelter is available. A petition to the United States Supreme Court was made and was denied in 2019. This decision made it unconstitutional to criminalize homelessness in the Ninth Circuit jurisdiction until the criteria of availability of a low barrier shelter has been met. In contrast, while being homeless is not a criminal offence, the illegal behaviors of homeless individuals can be found to be criminal, such as public intoxication.



Photo Credit: Norma J. Worley

³⁷ FOR PUBLICATION UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT, No. 15-35845 D.C. No. 1:09-cv-00540- REB OPINION, ROBERT MARTIN; LAWRENCE LEE SMITH; ROBERT ANDERSON; JANET F. BELL; PAMELA S. HAWKES; and BASIL E. HUMPHREY, Plaintiffs-Appellants, v. CITY OF BOISE, Defendant-Appellee Argued and Submitted July 13, 2017 Portland, Oregon Filed September 4, 2018, <https://cdn.ca9.uscourts.gov/datastore/opinions/2018/09/04/15-35845.pdf>, accessed March 9, 2022

The percentage of those homeless in Placer County is the fourth lowest in the state³⁸, at 18.7 per 10,000 of general population. Despite this low amount, homelessness is a visible and ongoing problem.

It is not unusual to see one or two tents set up in random areas throughout the county. At the DeWitt Center in Auburn, however, what started out as a small number of tents has now grown into a tent city. Because counts are sporadic and population is fluid, there is no hard data about the actual count of the inhabitants at this location. Based on the number of tents erected, a conservative estimate given by Placer County Sheriff's Office (PCSO), in February 2022, was roughly one hundred campers - approximately 14 percent of the total homeless population in Placer County.

The grand jury found it difficult to understand why many of the homeless are not taking advantage of available high barrier transitional housing. Through interviews, grand jurors learned there are several factors why campers refuse to enter. One is that many of the homeless have social, medical, and mental health issues which may impede their ability to make healthy, wise decisions that would improve their overall well-being. Another factor is that most campers don't want to conform to authority, maintain a schedule, or assume any responsibilities, as would be required in a clean and sober high barrier shelter. By comparison, low barrier shelter programs could receive persons ineligible for high barrier shelters, either through law enforcement placement or self-placement.

Complicating the homeless issue is the fact that there is no one person in Placer County providing guidance, leadership, direct oversight, and governing direction to the myriad of disparate homeless programs. This lack of oversight could lead to possible overlap and duplication of services within the nine departments of HHS, resulting in wasted energy, time, and money.

Currently, the PCSO takes responsibility for policing and enforcing laws and regulations within the encampment, monitoring it daily. Placer County Facilities Department provides and maintains fencing, porta-potties, and grounds maintenance. The Adult System of Care and PCAS units within HHS provide outreach services, attempting to enroll campers in county assistance programs. These outreach personnel also encourage residents to seek assistance from the many non-profit organizations that work with the homeless. Placer County Animal Services offers vaccinations for the pets in the encampment. While these entities deal with the immediate needs of the homeless, their efforts do not address the issue of the lack of appropriate transitional low barrier shelters needed to relocate the homeless away from county property and out of encampments.

Placer County Sheriff's Homeless Liaison Team

In April 2021, the BOS voted to allocate up to \$667,000 in additional funding for a daily PCSO Homeless Liaison Team (HLT) presence at the DeWitt Center and additional PCAS patrol. This funding also assisted with temporary fencing, cameras, portable toilets, trash

³⁸ National Alliance to End Homelessness; State of Homelessness, <https://endhomelessness.org/homelessness-in-america/homelessness-statistics/state-of-homelessness-dashboards/?State=California>, accessed April 18, 2022

receptacles, and towing of unlawfully parked vehicles. To gather insight into the make-up of the encampment, members of the grand jury accompanied the HLT to visit the campers.

The Homeless Liaison Team regularly interacts with the homeless population and has established a rapport and trust within the encampment community. The liaison deputy escorted grand jurors throughout the encampment to observe interviews between the deputy and the residents.

The deputy stated that the residents started arriving at the site in March 2020. By October 2020, the combination of the COVID-19 pandemic and the Martin v. Boise court decision resulted in the number of homeless campers increasing substantially. The deputy also mentioned there has been a recent influx of residents from Nevada County who learned they could camp at the DeWitt Center “without any hassle.” In a separate interview, PCSO indicated approximately 44 percent of encampment residents come from outside of Placer County.

The current population of the encampment was estimated by the deputy as approximately one-hundred persons, 60 percent male and 40 percent female. The day of the tour there were no families with children residing at the encampment. If a family does appear, PCSO and HHS act quickly to ensure the family is moved to temporary housing or an appropriate shelter.

Per the deputy, drugs and alcohol are prevalent in the encampment and are usually brought in by outsiders and then sold within the camp by the residents. Drugs include heroin, methamphetamine, fentanyl, and alcohol. Of the drug users, approximately 50 percent use alcohol exclusively and 50 percent primarily use one of the other three drugs. There is a small percentage of individuals who mix alcohol with the other drugs. On average, one overdose occurs weekly, however, many additional overdoses go unreported.

During the tour of the DeWitt Center encampment, the grand jury witnessed a few examples of behavioral health issues. One person was vigorously polishing a bag of valuable “diamonds” (quartz crystals) he had found. Another camper they encountered was asked, “Are you ready to go to a shelter?” His reply? “NO!” When asked, “Why not?” he stated, “The shelters are just like jail. I would rather live here.” When asked by the deputy if he was willing to talk with an HHS staff member, who was also on site, he said he would. This resident wants to move out but wants to skip the shelter and HHS process and go straight into a county provided home. In a separate interview PCSO estimated that when HHS, during their twice weekly visits, makes an offer of shelter and services, 98 percent decline.

Animals are not immune from the behavioral issues of their owners. According to PCSO, some pet owners see no harm in “partying” with their animals. Recently, three dogs had to be confiscated and treated for drug overdose and abuse by their owners.

As the grand jury walked around the encampment, they observed that some campsites were neat and orderly without much in the way of personal property. Others appeared to be inhabited by hoarders. Some had a fence around their homestead clearly indicating “Keep Out.” A few dogs were noted. The premises were observed to be tidier than in the

past but not clean by any standard. There were five porta-potties and a huge dumpster available. Even with these basic accommodations, some residents continue to insist on using the ground for depositing human waste and trash.

The grand jury was told in interviews that crime is prevalent on the property, mainly assaults, thefts, drugs, and public intoxication. Most crimes go unreported through fear of retaliation and distrust of the law enforcement system.

A member of the PCSO command staff informed the grand jury there has been a large increase of complaints within the encampment. These grievances include assault, battery, sales of narcotics, animal cruelty, and domestic violence. This increase of criminal behavior has resulted in additional non-HLT deputies responding thus taking them away from community needs. The staff member also related that many weapons, including more than twenty replica guns, have been confiscated and removed from the encampments.

To help curtail crime, the sheriff's department recently installed two camera trailers with four cameras each and three trailers with lights at the DeWitt Center. The property is now on CCTV twenty-four hours a day, seven days a week. The cameras show a nearly 100 percent view of the encampment. Cameras are not monitored but everything is recorded for review by the sheriff's staff. The large lights are on all night.

The following statistics were provided by the PCSO liaison team:

March 2021- February 2022	Calls for Service	Transient Related Calls	Citizen Initiated Calls	Deputy Initiated Contact
Placer County (excluding North Auburn)	28,830	2,034 7% of PCSO response due to transient related calls	59%	41%
North Auburn (includes DeWitt Center)	13,374	4,335 30% of PCSO response due to transient related calls	56%	44%

There are six deputies assigned to the HLT to patrol 24/7, either on foot or by vehicle, all occurrences of homelessness throughout unincorporated Placer County. Looking at the statistics provided, the grand jury questions how only six deputies can be expected to cover the entire county without drawing other deputies away from their assigned communities and duties.

Placer County Sheriff's Office command staff stated that permanent, low barrier shelters located in local jurisdictions would make it easier for the sheriff's department, local law enforcement, and HHS to monitor and interact with their residents. These shelters are not intended to be used as permanent residences, but a starting point in the journey towards rehabilitation and permanent housing.



Placer County Sheriff's Office Homeless Liaison Team 2022. Photo Courtesy of PCSO

Currently, there are no low barrier shelters in Placer County. In fact, the grand jury learned that there are very few low barrier shelters in the State of California. Per several interviewees, the reason for the lack of low barrier shelters is that most communities don't want this type of shelter in their neighborhoods. The public has concerns about the eyesore of homeless shelters, increased crime, and the visible behavioral and mental health issues of some shelter residents. Most citizens want the problem to be dealt with as out-of-sight, out-of-mind, or NIMBY.



Photo Credit: Norma J. Worley

Low barrier vs. high barrier shelters

The following matrix helps to define the many differences between low barrier and high barrier shelters.³⁹

³⁹ Connecticut Coalition to End Homelessness (cceh.org) <https://cceh.org/wp-content/uploads/2015/12/Shelter-Philosophy-Matrix.pdf>, accessed March 9, 2022

	Lower Barrier, Housing Focused Shelter Philosophy	Practices	High Barrier, Transitional Shelter Philosophy	Practices
Safety and Order	Consider the safety of households. Believes excessive rulemaking can be traumatizing to some survivors of domestic violence. Violating rules not necessarily cause for discharge.	Very few criteria for people they will not accept. Staff trained in conflict resolution and de-escalation techniques. Try to avoid discharge for out-of-control behaviors.	Consider the safety of clients and staff in shelter. Addresses safety concerns by minimizing loss of control over environment. Violation of rules are grounds for discharge.	Restrictive criteria that require sobriety. Clients discharged because they are not able to follow the rules, sometimes not allowed to return for long periods of time.
Substance Use	Believe temptation for people in recovery is everywhere and that shelter cannot protect anyone from it. Believes it is not necessary for households to be clean and sober to obtain or maintain permanent housing.	Accepts people who are intoxicated. Staff are trained in harm reduction, recognize signs of a health crisis when people are intoxicated.	Believe allowing intoxicated people in shelter will threaten the sobriety of people in recovery. Believe they are better able to help who are clean and sober.	Does not accept people who are intoxicated. Conducts breathalyzer or drug tests.

	Lower Barrier, Housing Focused Shelter Philosophy	Practices	High Barrier, Transitional Shelter Philosophy	Practices
	See people using substances as more vulnerable to harm if unsheltered.			
Case Management and Services	Case management in the shelter is focused on connecting people to housing as quickly as possible.	Services in shelter are minimal and focused on obtaining housing services once households exit to housing. Housing is homebased and focused on housing stability. Clients drive their own case plans and develop their own goals for obtaining housing Continued stay in shelter is not	Case management in shelter is focused on helping people obtain employment, increase income, and learn life skills.	Services in shelter are robust as funding allows. Some “after care” services once households exit shelters, but these are minimum. Case plans are standardized and may be linear regardless of client’s unique situation. Clients may be discharged for not participating in case management or accomplishing

	Lower Barrier, Housing Focused Shelter Philosophy	Practices	High Barrier, Transitional Shelter Philosophy	Practices
		contingent on participation in case management.		goals on case plan.
Access	Weighs the expense of longer hours of operation against the increased time to engage with clients and the safety of the clients during the day. Believe people who are more difficult to accommodate are least likely to find shelter elsewhere and more likely to sleep outside if	Shelter access is 24/7. Clients are not required to pay for shelter beds. Allow people to store belongings. People are not turned away because they have pets that are not service animals.	Believe clients should be out working towards goals such as employment and should not remain in the shelter. Limitations on space, staff time, and other concerns make it impossible to accommodate everyone.	Clients must leave shelter during the day. Cannot accommodate people with pets. Sleeping areas are not conducive to couples without children remaining together.

	Lower Barrier, Housing Focused Shelter Philosophy	Practices	High Barrier, Transitional Shelter Philosophy	Practices
	not accommodated.	Couples without children can remain together.		

The grand jury asked multiple HHS management personnel as to whom could be contacted to respond to questions regarding the implementation of low barrier shelters in Placer County. No one was able to answer that question or identify to whom to go for an answer. One high level HHS manager, when pressed, stated that the Homeless Council of the Sierras, a non-profit organization, is the key government oversight for homeless services in the county.

Funding for Homeless Services

The grand jury sought to determine total funding spent on homeless programs by the county as part of the HHS quarter-billion-dollar budget. County officials interviewed were not able to expound on this subject because of their lack of knowledge of the financial aspect relating to homeless services. One member of the Board of Supervisors (BOS) stated that Placer County does not allocate any general fund monies specifically for the homeless. Rather, funding for services is through the HHS budget. At a public forum, an HHS staff member was asked by a citizen whether the amount of money the county expends on homeless services was eleven million dollars. HHS staff could not confirm this amount but remarked that that figure seemed a little low.

County officials' lack of transparency or knowledge about budget and expenditures hindered the grand jury's investigation. Because this financial information for homeless services is not available for review, neither the grand jury, nor the public, have any basis for understanding whether funds are being spent responsibly or effectively. In contrast, non-profit programs' funding and expenditures information is accessible online. The grand jury gathered data from IRS Form 990s filed by several local non-profits receiving grant monies. Funding amounts and sources are reported on these forms, including, but not

limited to, grants, private donations, and independent fundraising. Expenditures are also listed and categorized.

The grand jury's investigation discovered that a lack of transparency on this subject is not just a Placer County issue. California Assembly Bill 2630 was introduced on February 18, 2022, by California State Representative Patrick O'Donnell.⁴⁰

This bill would require each city, county, and city and county that has used funds from any source to assist in addressing homelessness to submit a report to the council providing specified information, thereby imposing a state-mandated local program.

SECTION 1.

Section 8257.3 is added to the Welfare and Institutions Code, to read:

8257.3.

A city, county, or city and county that has used funds from any source to assist in addressing homelessness shall submit a report on or before July 1, 2023, and annually thereafter, to the California Interagency Council on Homelessness that includes all the following:

- (a) A list of each agency of the city, county, or city and county that has received or spent funds to assist in addressing homelessness.
- (b) The name of each program under which the city, county, or city and county received or spent funds to assist in addressing homelessness.
- (c) For each program identified pursuant to subdivision (b), all the following:
 - (1) The amount of funding received.
 - (2) The amount of funding spent.
 - (3) A description of every service provided.
 - (4) The number of individuals experiencing homelessness that were housed as a result of the program.
 - (5) The number of individuals experiencing homelessness that occupied a bed funded by the program.

⁴⁰ California Assembly Bill 2630, Housing: California Interagency Council on Homelessness: report, <https://legiscan.com/CA/text/AB2630/id/2523688>, accessed April 18, 2022

- (6) The number of individuals experiencing homelessness that received services funded by the program.
- (7) The number of permanent housing units created with funding from the program.
- (8) The number of new shelter beds created with funding from the program.

The goal of AB 2630 is to bring accountability, as well as answers, to the many funding and expenditure questions posed by local citizens and this grand jury. It would require all cities and counties to declare all homeless funds received and how those funds are spent.

Multiple Consultant Reports

In 2021, the Placer County BOS authorized a \$195,000 expenditure to hire Moore Iacofano Goltsman (MIG) to provide facilitation, planning, and technical assistance to a regional workgroup composed of inter-jurisdictional elected and appointed officials. MIG was tasked with reviewing data from existing programs and services that currently assist people experiencing homelessness throughout the county. It must be noted that this is the third independent consultant report on homelessness authorized in the past eighteen years, spanning three decades.

Moore Iacofano Goltsman will facilitate a series of regional and community engagement meetings to gather additional input for their recommendations report. The BOS stated that the multi-phase report will address needs related to shelter capacity, staffing, and facilities. The report will evaluate potential operating models and include estimated capital and operating costs along with possible funding sources.

The Regional Working Group was established to help guide the effort. This group consists of two representatives from each of the county's jurisdictions. This effort is intended to build on past accomplishments and recommendations initiated in the 2014 Marbut Consulting report. There are two committees within the Regional Working Group. The first is comprised of county employees and the second is an ad hoc committee composed of elected officials.

The MIG report called for completion of Phase One by December 2021. On February 15, 2022, an HHS manager was asked if the report could be released to assist the grand jury. The response was that the report was not yet available. The HHS manager stated that the report had not yet been approved by the ad hoc committee of elected officials and therefore could not be released. On March 15, the grand jury discovered on the Placer County web site that the initial report had been released. The following chart lists the key findings and/or recommendations from two previous Placer County consultant reports, along with the latest suggestions from the MIG Phase One report.⁴¹

⁴¹ Potential strategies emerge from Placer's regional effort to respond to homelessness, published March 11, 2022 <https://www.placer.ca.gov/7875/Strategies-emerge-from-Placers-regional>, accessed April 18, 2022

Placer Consortium on Homelessness and Affordable Housing: Ten-Year Plan to End Homelessness in Placer County 2004-2014⁴² HomeBase/The Center for Common Concerns Consultants 2003 FINDINGS RECOMMENDATIONS	Homeless Needs Assessment and Action Plan for Placer County⁴³ Marbut Consulting March 30, 2015 FINDINGS RECOMMENDATIONS	Placer Regional Homelessness Response—Emerging Strategies Phase One Report⁴⁴ MIG Consultants March 2022 FINDINGS RECOMMENDATIONS
If we build a sufficient number of units to house every homeless person—but do not offer barrier-free, appropriate supportive services (as well as sufficient transitional and other short-term housing)—we will never end homelessness.	Open a 24/7/168/365 Come-As-You-Are Services (CAYA) Center in Auburn for single homeless men and women... co-locating and integrating adult homeless services at one location.	Explore the possibility of growing the amount of supportive interim housing by converting hotels/motels into interim housing by siting criteria. Renew conditional use permit for North Auburn emergency shelter. Explore Safe Park and/or Safe Camp locations.
Establish a <i>safe haven</i>, providing a low-demand, less structured environment in which to provide mentally ill homeless people immediate	There is a critical need for 24/7 emergency services and sheltering/housing in Auburn.	Explore the potential of a <i>Sobering Center</i> (short-term center for people experiencing intoxication or mental health crises) with

⁴² Placer Consortium on Homelessness and Affordable Housing: Ten-Year Plan to End Homelessness in Placer County 2004-2014

https://b.3cdn.net/naeh/bc565b27f9926bfc8_zwm6ib1ui.pdf, accessed April 18, 2022

⁴³ Homeless Needs Assessment and Action Plan for Placer County Prepared by Robert G. Marbut Jr., Ph.D., Written Report - March 30, 2015, www.placer.ca.gov/DocumentCenter/View/10397/Homeless-Needs-Assessment-and-Action-Plan-PDF?bidId=, accessed April 18, 2022

⁴⁴ Placer Regional Homelessness Response Emerging Strategies Phase One Report, March 2022, www.placer.ca.gov/DocumentCenter/View/59123/Final-Placer-Homelessness-Response-Emerging-Strategies-Phase-One-Report, accessed April 18, 2022

Placer Consortium on Homelessness and Affordable Housing: Ten-Year Plan to End Homelessness in Placer County 2004-2014⁴² HomeBase/The Center for Common Concerns Consultants 2003 FINDINGS RECOMMENDATIONS	Homeless Needs Assessment and Action Plan for Placer County⁴³ Marbut Consulting March 30, 2015 FINDINGS RECOMMENDATIONS	Placer Regional Homelessness Response—Emerging Strategies Phase One Report⁴⁴ MIG Consultants March 2022 FINDINGS RECOMMENDATIONS
access to safety, stability, permanent housing referral, and treatment.	Relative to the rest of the USA, the overall number of people experiencing homelessness per capita is low. However, the number of people experiencing chronic and street-level homelessness is nearly TRIPLE the national average, and this situation is getting worse.	appropriate services and support. There is a need to provide more options for people who do not meet current entrance requirements for sheltering and other services. Benefit: Low barrier shelters will allow people to gain access to safe housing who would otherwise remain on the streets or camping on public lands.
Develop a multi-service center (MSC) that would offer and coordinate the delivery of basic need and therapeutic services. Comprehensive services would be available at this “one-stop” site. Coordinating services in this way will often lead to a more effective and	Longer term, more suitable sites and options should be researched, such as a mini-campus model that has been promoted at times by the Lazarus Project. Beyond affordability, availability and good community buffers, a new location should allow for a true 24/7/168/365 come-as-	Continue to explore need for emergency shelter in south Placer outside of residential neighborhoods with on-site services or proximate access to services.

Placer Consortium on Homelessness and Affordable Housing: Ten-Year Plan to End Homelessness in Placer County 2004-2014⁴² HomeBase/The Center for Common Concerns Consultants 2003 FINDINGS RECOMMENDATIONS	Homeless Needs Assessment and Action Plan for Placer County⁴³ Marbut Consulting March 30, 2015 FINDINGS RECOMMENDATIONS	Placer Regional Homelessness Response—Emerging Strategies Phase One Report⁴⁴ MIG Consultants March 2022 FINDINGS RECOMMENDATIONS
accelerated path toward housing and stability, as outreach, shelter, support services and permanent housing all can be provided to clients in a coordinated manner that makes success more likely.	you-are center to be created with holistic and comprehensive services.	
Develop accountability measures that enable us to manage our efforts and track our outcomes and progress.	There is no integrated-strategic level decision making process. There is not a connected “system” of care. Service providers are largely working in their own isolated silos. The existing HMIS and PITC data is “thin” and does not allow policy makers to make meaningful strategic decisions.	Homeless Management Integrated System (HMIS) provides a coordinated platform for multiple agencies to assess and serve unhoused people. Evaluate and strengthen Coordinated Entry/211 Coordinated Entry System (CES)

The recommendations of all three reports emphasize the need for low barrier shelters.

Low barrier shelters act as a starting point in addressing the visible needs of those in the encampments. Shelter workers and HHS employees work with the temporary residents, assessing their needs, and directing them to services available through the county and non-profit organizations. Sheriff deputies and law enforcement who now patrol the encampments would be able to continue their communication and interactions with the campers but in an entirely safer and healthier environment.

Low barrier facilities strive to create an atmosphere of trust between the residents and service providers, guiding homeless persons towards improving their life issues with the end objective of obtaining a permanent housing placement. Ideally, per PCSO, there should be a low barrier facility established near every law enforcement agency in the county, allowing each jurisdiction to handle their local encampment issues.



Photo Credit: Norma J. Worley

Placer County Camping Ordinance

On January 11, 2022, the county CEO's staff introduced a proposed ordinance to repeal and replace the previously proposed county code that would have banned all camping on the PCGC between the hours of 7:00 a.m. and 10:00 p.m. The proposed ordinance directed CEO's staff to explore service alternatives during the hours when camping would be prohibited.

On February 8, 2022, the BOS received public comment on the code change. Staff was also asked to solicit additional community input concerning the PCGC encampment and the proposed ordinance.

On February 23, 2022, staff from the PCSO, HHS, Probation, and the CEO's office held a two-hour community roundtable to share information on county-provided homeless services, discuss concerns regarding the campsite, and solicit public input on the new proposed ordinance.

This meeting produced many viewpoints including:

- Attendees agreed that the current condition of unhoused encampments and accumulation of personal property on the PCGC is unacceptable and that action by the BOS is warranted

- The current encampments of unhoused individuals present health and safety concerns to county employees and the public who have experienced vandalism, theft, confrontations, threats, and additional offensive behavior from unhoused individuals residing at the PCGC
- Putting time and place restrictions on encampments will encourage unhoused individuals to engage in services and find housing
- A daytime camping ban which required daily breakdown and set up of camps would create a hardship, particularly for elderly or disabled individuals

On March 8, 2022, the CEO's office presented modifications to the proposed ordinance based on community input. The revised proposed ordinance stated:

- Those camping by necessity, meaning no low barrier beds are available, will be allowed to stay on county property; however, they will be expected to assume a reasonable degree of responsibility for the condition of their camp and for their behaviors
- Camping on county property will only be prohibited where and when ordinance referenced signage is posted
- Elimination of the daytime camping ban, allowing campers to remain on property 24 hours a day
- New "clean and clear" provisions allow the county to provide housekeeping services for residents of encampments by addressing rodent infestations, removing soiled furniture, rotten food, and resolving other unsafe or unsanitary conditions

Upon implementation of the proposed ordinance, CEO staff will create and develop an additional task force. Their duties will be to monitor and routinely clean areas where individuals are known to be camping by necessity. This is intended to help ensure the health and safety of the public.

The CEO's office stated that there would be a one-time allocation of \$150,000 from the general fund for clean-up efforts at the government center for debris removal, temporary storage, and signage installation. Ongoing costs for future clean-up efforts are unknown. The BOS then voted to repeal the current camping ordinance and replace it with the CEO's recommendations.



Photo Credit: Norma J. Worley

Possible Future Solutions

On May 11, 2021, the BOS adopted the Placer County Housing Element 2021 – 2029⁴⁵. In that report, a new program/allowance for neighborhood shelters was established and states, in part:

HE-41 [Zoning Code Amendments for Emergency and Supportive Housing] was established to amend the zoning code to allow for low barrier-navigation center developments by right in mixed-used zones and nonresidential zones permitting multifamily uses. Low-barrier navigation centers are temporary service enriched shelters, focused on helping homeless individuals and families obtain permanent housing.

The grand jury interviewed a staff member from a local homeless services provider. This agency is a multifaceted entity that at any given time serves over 185 homeless men, women, and children in Placer County through programs at four separate locations. The organization operates a one-hundred bed, high barrier emergency housing and services program located at the DeWitt Center in Auburn. Due to COVID-19, the current maximum capacity is ninety-two. This facility accommodates Placer County residents eighteen years or older. The entry requirements include, but are not limited to, residents being clean and sober and not a Penal Code § 290 registered sex offender. A limited number of support animals are allowed at this facility. None of these shelters, however, are classified as low barrier facilities.

A local non-profit organization is in the process of obtaining grant and private funding to build a large, multi-level facility. If approved, this would be a controlled environment facility offering subsidized rental housing, emergency housing, low barrier shelter, health care, and support services in a single location. The proposed facility, with a fifty-bed low barrier section, is one feasible option offered to Placer County to help alleviate the encampment problem. If a campus-type homeless facility is approved, the current one hundred-bed high barrier shelter at the DeWitt Center could then be repurposed into a fifty-bed low barrier facility. These two proposed low barrier shelters would be able to house most of the homeless campers who are now residing on county-owned property.

Another suggested option to housing the homeless is to continue acquiring hotel properties for Project Homekey. Homekey is the state's competitive grant program that followed Project Roomkey, which urgently sheltered vulnerable people experiencing homelessness in trailers, motels, and hotels to prevent the spread of COVID-19.⁴⁶

On April 28, 2022 this option became a reality when Placer County announced that they were awarded \$23,516,978 in funding for the intended purchase of a Roseville hotel to be converted as permanent supportive housing for people experiencing homelessness. The

⁴⁵ County of Placer, 2021-2029 Housing Element, <https://www.placer.ca.gov/7394/Goals-Policies-and-Programs>, accessed March 22, 2022

⁴⁶ www.placer.ca.gov/7979/Placer-County-awarded-235-million-to-con#:~:text=Homekey%20is%20the%20state's%20competitive%20grant%20program%20that,anticipation%20of%20state%20funding%20coming%20to%20an%20end, accessed 5/26/2022

former Hampton Inn & Suites in Roseville is the proposed Roomkey site to be converted to permanent supportive housing under the new Homekey grant, with eighty-two residential units which will be managed a local nonprofit provider.

Previously the county acquired a fourteen-unit motel in Kings Beach during the first round of Homekey, which is currently undergoing renovations. Like at the Kings Beach site, the Roseville Homekey site would have an onsite house manager and additional services. Clients would be referred through the waitlist from the homeless resource helpline and expected to adhere to house rules and pay a percentage of their income as rent. Continued personalized case management could keep them engaged in employment or vocational activities, mental health, medical, and other services as needed.

There are concerns, however, of continuing with this hotel-type of shelter service. Some local government officials say Roomkey's high cost makes it difficult to sustain long-term. Roomkey typically costs \$4,000 per room each month, including services like security, case management, food, and laundry. The federal government is reimbursing those costs to local governments through at least September 2022.⁴⁷

Conclusion

The grand jury's investigation uncovered the fact that there is no single owner or leader in county staff overseeing the homeless issue. The lack of information from HHS made it difficult to compile specific facts and figures needed to accurately report the number of homeless currently residing in Placer County. In addition, HHS lacks knowledge as to the specific amount of funds available, allocated to the homeless, and how it is spent on remedying the problem. The attempt by the grand jury to gather financial information was an act of futility because county officials were not able to provide answers.

There is a common sentiment that homeless individuals are being excluded from services and shelters due to their complex needs. The grand jury learned that many individuals are, in fact, self-excluding because they choose not to conform to prescribed rules as a requirement to be admitted into the available high barrier shelters. These individuals choose not to follow societal norms that ensure everyone's safety that promote shelter and community harmony. Shelters without rules are not realistic. It calls into question what and how much should reasonably be invested in services and shelters for individuals who will not or cannot enlist in them.

Despite the public's negative perception and antagonism towards implementation of low barrier shelters, this type of facility could help resolve the problem of the encampment at DeWitt, as well as those that have sprung up throughout the county. If low barrier shelter beds are available, the county would be able to relocate campers to a facility in compliance with *Martin v. Boise*.

Placer County can be a leader for change by proactively building a better system of care for those who are chronically homeless. It is just a matter of county agencies, private entities,

⁴⁷ www.ijpr.org/poverty-and-homelessness/2021-05-04/project-roomkey-sheltered-thousands-of-californias-homeless-residents-will-the-model-live-on-post-pandemic Accessed 5/26/2022

and non-profit organizations creating and incorporating low barrier shelters into the services and housing that are already offered.



Photo Credit: Norma J. Worley

Findings

The grand jury found:

- F1:** There is no single entity, department, or individual providing oversight and leadership in Placer County for the homeless issue resulting in uncoordinated or overlapping services.
- F2:** Placer County officials were repeatedly unable to provide the grand jury with requested detail and information about the homeless problem, resulting in a lack of transparency.
- F3:** No Placer County official was able to provide the grand jury with accurate statistics related to costs, funding, and population of the homeless, making analysis of the homeless issue difficult.
- F4:** The Placer County Board of Supervisors allocated a \$195,000 contract with Moore Iacofano Goltsman to provide facilitation, planning, and technical assistance to a regional workgroup. Despite repeated requests for information gathered by the consultants, the grand jury was refused access to the draft report, revealing a lack of transparency.
- F5:** Martin v. Boise mandates that campers cannot be removed from their place of encampment if there are no adequate shelters available to house them, thus facilitating continued growth of hazardous encampments on county property.
- F6:** The creation of low barrier shelters would fulfill the requirements of Martin v. Boise and the Placer County Housing Element 2021 – 2029, HE-41. Low barrier shelters could resolve many of the homeless problems Placer County and local jurisdictions are faced with today.
- F7:** A local non-profit entity proposes a facility that, if approved, might address some of the needs of the homeless in Placer County.
- F8:** The State of California Assembly Bill 2630 if passed, would require all cities and counties to declare all homeless funds received and how those funds were spent, which would force Placer County executives to be transparent about funding received and spent.
- F9:** The approved camping ordinance is inadequate in discouraging the continued use of encampments. As written, the “clean and clear” provision will allow the campers’ homesite to be improved with no cost or responsibility placed on the camper. Allowing the campers to remain without accountability deters them from seeking help through county services.
- F10:** The passing of this revised camping ordinance does not resolve the issue of how to reduce the number of campers and encampments in Placer County.

- F11:** Campers migrate to Placer County due to the lax camping ordinance. Only 55-60 percent of the campers in the PCGC encampment at the DeWitt Center are from Placer County, placing a burden on local taxpayers and public safety.
- F12:** The DeWitt Center encampment is rampant with crime including assaults, batteries, sales and usage of narcotics, domestic violence, and possession of deadly weapons, creating an unsafe environment.
- F13:** Not all homeless individuals make the choice to accept support services or enter shelters due to mental health or behavioral anomalies.
- F14:** There is a lack of leadership, responsibility, and accountability among Placer County officials in dealing with the homeless situation.
- F15:** The Placer County Sheriff's Office Homeless Liaison Team is doing an effective job interacting with and controlling the situation at the DeWitt Center. The officers have excellent rapport and are caring and compassionate in dealing with the campers.
- F16:** The Placer County Sheriff's Office Homeless Liaison Team would be strengthened with the addition of more deputies.
- F17:** All three of the previously contracted consultant reports, across nearly three decades and costing taxpayers hundreds of thousands of dollars, address the same issues and appear to have similar findings and recommendations, and have been ignored by previous and current county officials.

Recommendations

The grand jury recommends that:

- R1:** By January 1, 2023, Placer County Board of Supervisors shall designate a single homeless “czar” with the budget, authority, and resources to oversee the county’s services for the homeless. This position will provide leadership, oversight, and accountability in directing funds and resources allocated and expended for the homeless. This individual will report to the County Executive Officer.⁴⁸
- R2:** By January 1, 2023, the Placer County Board of Supervisors shall implement the provisions of proposed Assembly Bill 2630, requiring all unincorporated areas and cities in Placer County to be transparent on all funding received and expended on homelessness.
- R3:** By January 1, 2023, the Placer County Executive Officer shall create a transparent homeless expense report for the public. This report must include all county costs, expenses, and funding for all county programs relating to the homeless population. This report shall be published semi-annually on January 1 and July 1 of each year and shall be placed prominently on the county website.
- R4:** By January 1, 2023, and to meet the obligations of the Martin v. Boise decision and the requirements of the Placer County Housing Element 2021 - 2029, HE-41, the Placer County Board of Supervisors shall immediately seek and obtain funding to create low barrier shelters throughout Placer County.
- R5:** By January 1, 2023, all cities and jurisdictions in Placer County shall identify and apply for grants, allocate funds, and establish their own municipal low barrier facilities.
- R6:** By October 1, 2022, in compliance with of the Placer County Housing Element 2021 - 2029, HE-41, the Placer County Board of Supervisors shall seek out and approve a multi-service, including low-barrier, facility within Placer County.
- R7:** By January 1, 2023, the Placer County Board of Supervisors shall pass an effective and enforceable ordinance to manage and remove unsanctioned camping on Placer County property.
- R8:** By September 1, 2022, the Placer County Board of Supervisors and the Placer County Sheriff’s Office shall increase staffing and funding for the Homeless Liaison Team.

⁴⁸ It should be noted that the 2020 - 2021 Grand Jury Report recommended “By January 1, 2022, Placer County Health and Human Services will take steps to add a division or reorganize the department, to create a single designated division to manage all homeless programs in the county.”, www.placer.courts.ca.gov/grandjury/2020-2021/2020-2021%20Final%20Report%20FINAL%20VERSION.pdf, accessed April 20, 2022

R9: By October 1, 2022, the Placer County Board of Supervisors shall compare and evaluate the two prior homeless consulting reports (2004 and 2015) with the current 2022 report to determine why little or no action has been taken on the previous and almost identical report recommendations. No further consultants should be hired or compensated until previous recommendations have been implemented.

Request for Response

Pursuant to Penal Code § 933.05, the Placer County Grand Jury requests a response from the following governing bodies:

	<u>Recommendations Requiring Response</u>	<u>Response Due Date</u>
Cindy Gustafson Chairperson Placer County Board of Supervisors 175 Fulweiler Avenue Auburn, CA 95603	R1, R2, R4, R6, R7, R8, R9	September 1, 2022
Devon Bell Sheriff Placer County Sheriff's Office 2929 Richardson Drive Auburn, CA 95603	R8	September 1, 2022
Jane Christenson Acting County Executive Officer Placer County Executive Office 175 Fulweiler Avenue Auburn, CA 95603	R1, R3	October 1, 2022
Dominick Casey City Manager City of Roseville 316 Vernon St Roseville, CA 95678	R5	October 1, 2022
Aly Zimmerman City Manager City of Rocklin 3970 Rocklin Rd Rocklin, CA 95677	R5	October 1, 2022

Sean Scully City Manager City of Lincoln 600 Sixth Street Lincoln, CA 95648	R5	October 1, 2022
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John W. Dunlevy, Jr. City Manager City of Auburn 1225 Lincoln Way Auburn, CA 95603	R5	October 1, 2022
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Sean Rabé Town Manager Town of Loomis P.O. Box 1330 Loomis, CA 95650	R5	October 1, 2022
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Wes Heathcock City Manager City of Colfax P.O. Box 702 Colfax, CA 95713	R5	October 1, 2022
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Copies sent to:
Dr. Robert Oldham
Director
Placer County Health & Human Services
3091 County Center Dr. #290
Auburn, CA 95603



Photo Credit: Norma J. Worley



Lincoln, California

A City in Transition



Photo Credit: Bob Bettencourt



Lincoln, California

A City in Transition

Summary

The city of Lincoln is a rapidly growing city. Its population increased 282.1 percent between 2000 and 2010, making it the fastest growing city with over 10,000 people in the United States.⁴⁹ As a result of this significant growth, Lincoln is at a crossroads.

The confluence of events potentially impacting Lincoln's financial stability are (1) citizen mistrust of its government, and (2) urban sprawl that has farmers at odds with city council. A 2019 state auditor's report on the city of Lincoln, titled *Fiscal Mismanagement, Insufficient Accountability and Lax Oversight Threaten the City's Stability*⁵⁰ (the state auditor's report), pinpoints many issues of this fast-growing city.

In the past few years, Lincoln has made noticeable changes to its city government with the election of new city council members, a commitment to greater government transparency, and more recently, hiring a new, experienced city manager. Despite these advances, some residents and a few generational farmers are at odds with the Lincoln City Council (LCC) and the Lincoln Planning Commission (LPC). Other citizens have pointed out continuing concerns that have not been addressed. These include financial issues, lack of transparency, prior grand jury reports, the current city plan, and overall approach to growth and other governing problems.

Glossary

Assembly Bill (AB) 2257 Brown Act: The Ralph M. Brown Act is an act of the California State Legislature, passed in 1953, that guarantees the public's right to attend and participate in meetings of local legislative bodies.

Agriculture Overlay (AG): A zoning plan that allows current farmland to be maintained in areas of development. The AG overlay is subject to change by the city council.

Lincoln City Council (LCC): An elected five-member board that governs the municipality. The position of mayor is filled by the LCC on a rotational basis.

Lincoln city plan: Adopted by the LCC in March of 2008. It is the document that is used to guide the city's growth and development.

Lincoln Planning Commission (LPC): A seven-member board appointed by the city council that oversees and approves the city's development plans.

⁴⁹Table 5, page 11, "Population Distribution and Change: 2000 to 2010" U.S. Census Bureau, dated March 2011, <https://www.census.gov/content/dam/Census/library/publications/2011/dec/c2010br-01.pdf> accessed April 22, 2022

⁵⁰Report: "City of Lincoln Financial Mismanagement, Insufficient Accountability, and Lax Oversight Threaten the City's Stability March 2019" <https://www.auditor.ca.gov/pdfs/reports/2018-110.pdf> Recommendations and responses, <https://www.auditor.ca.gov/reports/responses/2018-110/all>, various document dates, accessed April 22, 2022

State auditor's report: In March of 2019, the California State Auditor issued a report about the City of Lincoln, titled, "Fiscal Mismanagement, Insufficient Accountability and Lax Oversight Threaten the City's Stability."

Village 5: A proposed development of 8,100 new homes along the Highway 65 corridor.

Background

The 2021-2022 grand jury received two complaints regarding the Lincoln city government. One of the complaints could not be investigated. The other complaint involved the practices of the LPC. As the grand jury investigated this complaint, it decided to expand the scope of the investigation to include the LCC and the city government.

Methodology

The grand jury conducted interviews with current and former Lincoln city officials, city council members, and concerned citizens; viewed city council meetings on recorded video, and reviewed the LCC and LPC agendas and minutes. Internet research was conducted utilizing open-source inspection of social media. As part of customary due diligence, the grand jury reviewed previous grand jury reports. The Placer County Grand Jury (PCGJ) also conducted an in-depth review of the 2019 state auditor's report. This investigative process led the grand jury to a variety of findings.

Two jurors have been fully recused from this investigation.

Discussion

Previous Investigations and Audits

The first resource the grand jury reviewed was the March 2019, state auditor's report. The scope of the report highlighted irregular practices of the city's governing body. These practices included making questionable loans, transfers and allocations, over-charging utility ratepayers, not following established policies and procedures, alleged conflict of interest by a councilmember, and not following protocol in town meetings.

Lincoln agreed with the state auditor's report findings and committed to resolving the issues. City officials stated to the grand jury that two recommendations by the auditor remain outstanding and are in process for correction. One is the update to the Public Facility Element and the other is the interfund loan accounting cleanup.

The second resource the grand jury reviewed was the PCGJ 2019-2020 report stating Lincoln did not provide a prominent online link to current city council meeting agendas in non-compliance with the Brown Act. That report recommended that Lincoln update its website by making the link to the current city council agenda prominent. Lincoln disagreed partially with the recommendation but has subsequently complied and enhanced its website for easier and more efficient user navigation.

Thirdly, the 2020-2021 grand jury reported that Lincoln had significant issues in the management of its airport. Lincoln has failed to implement any of the changes recommended in that report.

The March 11, 2022 edition of the *Lincoln News Messenger* pointed out concerns with the airport and reported that the airport's management has resulted in unrealized revenue. The *Lincoln News Messenger* article also stated "... the city could receive about 40 percent of the margin price that it costs in order to fuel a plane. For example, fueling an average jet costs about \$17,000, according to the pilots. This means the city could earn an estimate of \$6,800 for the General Fund every time an average jet fuels up." The article stated that the city is looking at the issues.⁵¹



Photo Credit: Bob Bettencourt

Ongoing Financial Management Concerns

Lincoln continues to deal with financial issues. A review of the budget for the fiscal year ending June 30, 2021, showed that Lincoln's sales tax revenues covered about 8.6 percent of the city's budget and property tax revenue covered 22.2 percent.

In comparison with nearby Roseville, 41.9 percent of Roseville's budget is covered by sales tax and 32.4 percent of it is covered by property tax. A recent PUBLICCEO web article entitled, "A primer on California city revenues, Part two: Major city revenues,"⁵² stated that, "sales and use tax revenue provides on average 30 percent of general-purpose revenue and often as much as 45 percent." The article also stated, "Property tax revenue accounts for more than one-third of general revenue for the average full-service city." Lincoln falls well short in both areas.

As pointed out by almost all the individuals the grand jury interviewed, this lack of revenue is a major problem and accounts for many of the city's difficulties in recruiting and retaining staff. The police and fire departments are understaffed based on comparison with other neighboring jurisdictions. As one point of comparison, the city of Auburn has a headcount of twenty-eight police staff and twenty-two fire fighters.⁵³ Lincoln, with more than three times the population, has a police headcount of twenty-five—eighteen officers, half a chief, one lieutenant, and four-and-one-half sergeants. Lincoln fire district has twenty-and-one-half headcount—half a chief, two battalion chiefs, nine fire captains, and nine fire fighters.⁵⁴

As disclosed in interviews with some city officials, the city's shortfall in revenue is the major factor in understaffing of the police and fire departments. Placer County has also

⁵¹ Lincoln pilots respond to airport recommendations update, Dana Harrison, March 11, 2022 3:00 PM, Gold Country Media, <https://goldcountrymedia.com/news/215339/lincoln-pilots-respond-to-airport-recommendations-update/> accessed April 22, 2022

⁵² "A primer on California City Revenues, Part Two: Major City Revenues", Michael Coleman, December 1, 2016 <https://www.westerncity.com/article/primer-california-city-revenues-part-two-major-city-revenues> accessed April 22, 2022

⁵³ [https://www.auburn.ca.gov/DocumentCenter/View/1840/FY-20-21-Budget 2020-2021 page 2](https://www.auburn.ca.gov/DocumentCenter/View/1840/FY-20-21-Budget%2020-2021_page%202) Preliminary Operating Budget, accessed April 22, 2022

⁵⁴ Data from Auburn and Lincoln 2021 Budget page 141 and 144, <https://www.lincolncalifornia.gov/en/our-government/resources/Documents/Finance/Budgets-AnnualOperatingandCapital/Budget-FY-2020-2021-compressed.pdf> accessed April 22, 2022

recognized this shortfall, as indicated below. On October 28, 2020 the Placer County website published an article titled, “Placer County set to share more tax revenue with City of Lincoln to enhance public safety.” According to the article:⁵⁵

The Board of Supervisors (BOS) has approved a resolution authorizing an agreement that could provide the City of Lincoln up to \$11.7 million to enhance public safety for city residents. The jointly drafted agreement allows for a two-year extension if Lincoln voters approve a supplemental sales tax or transaction tax measure by 2028 to augment the city’s safety services budget. This temporary funding increase will aid Lincoln over the next few years, but a more permanent solution will be needed.

Current and former Lincoln officials, who spoke to the grand jury, stated that for the city to become fiscally healthy, it needs to grow its retail and commercial base. One city official stated that Costco would be an ideal candidate to increase the city’s revenue with sales tax proceeds. Costco’s site criteria⁵⁶, per Gallellire.com and other sites, states that Costco requires a population of 200,000+ within a five-mile radius and a median family income of \$75,000+. While Lincoln’s median income is sufficient, at nearly \$89,000, the population of Lincoln is less than 50,000. The prospects of a Costco opening in Lincoln are not favorable. These same demographics also make attracting other large box retailers problematic.

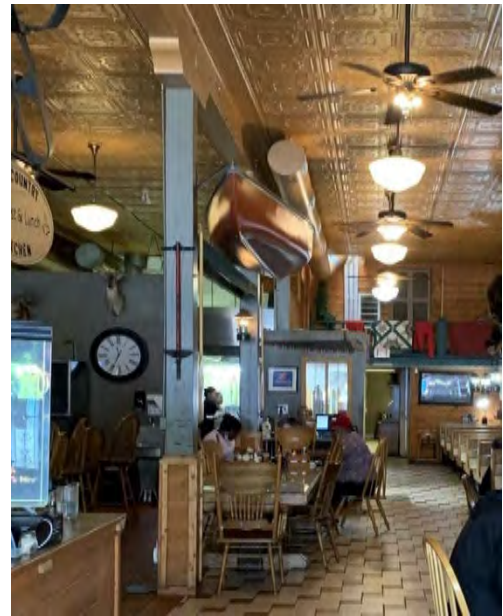


Photo Credit: Bob Bettencourt

Because of its inability to draw large box retailers, Lincoln has opted to build more homes. In some of the developments, retail space has been reduced in favor of more homes. If all 8,100 homes are built in Village 5, at an average home price of one million dollars, the city of Lincoln would net about \$4.5 million dollars annually (5.6 percent, the city’s share, of eighty-one million dollars in property tax). While this seems to be a large amount, it still does not meet the percentage of yearly income revenue needed to support city operations.

Lincoln’s sales tax rate is 7.25 percent, of which the city gets 1 percent.⁵⁷ If one looks at the sales tax rate in the other cities in Placer County, Roseville charges 7.75 percent, Loomis charges 7.50 percent, while Rocklin, Auburn and Colfax all charge 7.25 percent. Cities can

⁵⁵ Placer County set to share more tax revenue with City of Lincoln to enhance public safety
Published on Oct. 28, 2020, <https://www.placer.ca.gov/6928/County-shares-more-tax-revenue-with-Linc> accessed March 18, 2022

⁵⁶ https://www.gallellire.com/images/client_flyers/Costco.pdf, accessed April 22, 2022

⁵⁷ “A primer on California City Revenues, Part Two: Major City Revenues”, Michael Coleman, December 1, 2016, , <https://www.westerncity.com/article/primer-california-city-revenues-part-two-major-city-revenues> accessed April 22, 2022

increase their sales and use taxes in increments of .125 percent with two-thirds city council approval and majority voter approval for a general tax. A special tax requires a two-thirds voter approval. The combined rate of these taxes is capped at two percent in most counties. This may be one way Lincoln could raise additional funds for police and fire. The temporary funding granted by Placer County also points to this and states that Lincoln needs to do this by 2028 to continue to receive the additional county revenue.

Agriculture Overlay Concerns

For most of its existence, Lincoln has been a farming community. Today, this small town has grown to become a bedroom community as well as a destination retirement community: Sun City Lincoln Hills (6,783 existing homes), Esplanade at Turkey Creek (850 homes under construction), and Twelve Bridges: Nature's Master-Planned Community, all contribute to this rapid growth. Village 5, part of Lincoln's general plan to increase single family housing, is in the planning/review stages. This project seeks to build 8,100 homes along Highway 65.



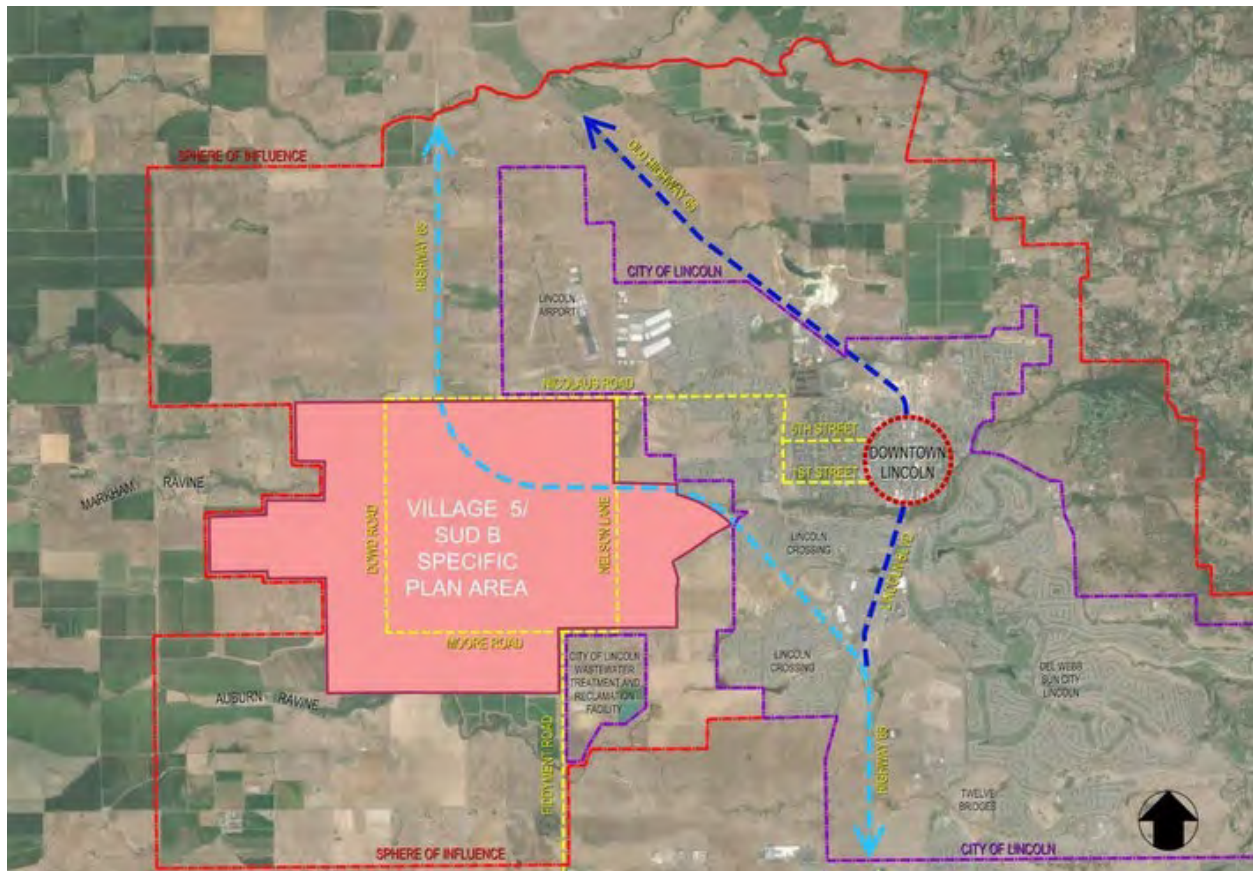
Photo Credit: Bob Bettencourt

The grand jury learned during its interviews that concerns exist about the Village 5 project. Specifically, the issue pertains to rezoning of farmland to meet the need of the builders of this project, with or without the landowners' consent. This is, in fact, within the city council's powers. In September 2021, the city council approved, on recommendation of the planning commission, consideration for rezoning for annexation of 4,785 acres as part of Village 5.

During interviews, the grand jury learned that some farmers plan to continue to farm their properties. A concession from the LPC to the landowners was proposed—an AG overlay. The grand jury took a deeper look into exactly what an AG overlay is and learned that this may not benefit the farmers in the long run, as it is not a permanent allowance and is subject to change by current or future city councils.

The Lincoln general plan shows that farmlands along the Highway 65 corridor are intended for future residential and commercial use.⁵⁸ When questioned by the grand jury as to the validity of this provision in the AG overlay agreement, council members did state that there is no guarantee that the AG overlay will remain for any significant time and that they are unable to establish an "in perpetuity" type of agreement with farmland owners. Given the mistrust that some of these individuals have with the city council, it is a cause of concern for the farmers.

⁵⁸ [Lincoln General Plan - Technical Appendices \(lincolncalifornia.gov\)](https://www.lincolncalifornia.gov/en/business-and-development/resources/Documents/technical-appendices.pdf) March 2008, <https://www.lincolncalifornia.gov/en/business-and-development/resources/Documents/technical-appendices.pdf> accessed April 22, 2022



The Village 5 Specific Plan <https://www.lincolnvillage5.com/>

Open Space Issues

The City of Lincoln has planned its residential and commercial developments to ensure the presence of ample “open space.” Open space is generally defined as undeveloped land that is open to the public. Lincoln has identified two different types of open space, as defined in their Village 5 planning documents, and used for zoning purposes:

1. Village 5 open space preserve: coinciding with the Auburn and Markham Ravine corridors. Zoning is applied to natural resources, including creeks, and seasonal wetlands as well as oak trees and natural vegetation.
2. Natural open space: this designation is applied to areas adjacent to open space preserves. These areas are set aside to preserve wetland and “aquatic resource features that contribute to the integrity of the watersheds” contained within the Village 5 open space areas.

The issue of open space was not raised in the initial citizen complaint received by the grand jury. The topic did come up during the grand jury interviews. One of the interviewees discussed the zoning of open space and the financial impact that it could have on property owners in areas being zoned as open space.

Lincoln's stated intention is to enable property owners to continue to use their property for agricultural purposes. If the property owners choose to sell their property at some time in

the future, the land will be subject to new zoning requirements. Property zoned for open space usage will not be available for development. From the farmers' perspective, this zoning could impact the sale value of this land and make it more difficult to sell in the future. Some interviewees suggested that the open space designations were protective of the developers' land and interests and not the farmers.

Outdated City Plan

Citizens and stakeholders complained that Lincoln, which has an approved city plan, doesn't follow it when it conflicts with development ideas that are presented to the LPC and LCC.

The LCC is primarily responsible for following the 2008 city plan in recommending whether to approve new development. Those persons interviewed indicated that at the current time, the LCC doesn't seem to follow the plan. This has resulted in controversial developments and further breached the trust of some citizens. The grand jury learned that, per state law, plans can be amended up to four times a year.

It was stated during multiple interviews that the general plan should be updated to reflect the city's current situation. A city official made a statement that changes are made "arbitrarily." This comment was substantiated during multiple interviews. Without an updated and workable plan, there can be no long term look at what is best for the city.

Lack of trust in city leadership

Some of the interviewees stated that they have a lack of trust in city leadership. The grand jury was not able to quantify how widespread this is and decided only to note it here. Some of these concerns were in response to the state audit, some mentioned the aura of secrecy surrounding city officials, and some stated that Lincoln would disregard whatever the grand jury reports.

Although unable to quantify the number or percentage of Lincoln citizens that lack trust in government, it came up enough during interviews with citizens, past and present Lincoln officials, and on social media, for the grand jury to believe that it is still a significant issue. For the city to move forward, city officials need to be open and transparent. The new city manager has stated that he is planning to hold open forums to build trust. The council also needs to work to build the trust of the citizens.

It is notable that despite the fact that in 2020 Placer County granted Lincoln up to \$11.7 million to address public safety issues, not one Lincoln official mentioned this in grand jury interviews. Some of that money is conditional based on Lincoln increasing their sales and use tax rate, which would require LCC approval and a citizen vote. To begin to establish trust, concerns must be dealt with in an open and honest manner.

Conclusion

Lincoln has addressed some of the issues uncovered by previous investigations and is in the process of resolving some of those that are outstanding. Despite their efforts, there are still areas of concern that need to be rectified. These include the ongoing revenue shortfall,

a general plan that is out-of-sync with the rapid growth of the city, and the perception of a lack of transparency and openness in the LCC.

Findings

The grand jury found that:

- F1:** Lincoln has significant financial issues and needs to find additional ways to increase revenue
- F2:** City government has failed to act on previous recommendations.
- F3:** Lincoln has an opportunity to raise some revenue through the airport fees but have not acknowledged there is needed action, as stated in the *Lincoln News Messenger* article.
- F4:** Placer County has granted up to \$11,700,000 additional funds to Lincoln to aid in its current financial situation to support public safety infrastructure.
- F5:** Lincoln is attempting to resolve some of the problems caused by past mismanagement.
- F6:** The new city manager seems capable and aware of the issues facing the city.
- F7:** Lincoln lacks sufficient commercial and retail establishments needed to increase its tax base.
- F8:** Lincoln lacks the demographic parameters that draw large retailers to a city.
- F9:** The city has had significant turnover in city management positions including city manager, police chief, and fire chief.
- F10:** The police and fire departments are greatly understaffed for the current population of the city.
- F11:** The city's general plan needs to be updated to reflect population growth and the state of the city.
- F12:** Lincoln's sales tax rate is 7.25 percent.
- F13:** Building more houses will not generate enough property tax revenue to solve the city's financial issues.

Recommendations

The grand jury recommends that:

- R1:** By October 1, 2022, the Lincoln City Council shall approve a raise in the sales tax.
- R2:** By January 1, 2023, the Lincoln City Council shall establish a new task force to develop a plan to bring more retail and commercial businesses into the city.

- R3:** By January 1, 2023, the Lincoln City Manager shall conduct a thorough financial review to set goals to meet the city's needs based on realistic planned growth and funding levels.
- R4:** By January 1, 2023, the Lincoln City Manager shall utilize the formal update process to amend the city plan to reflect the current and forward looking situation of the city.

Request for Response:

Pursuant to Penal Code § 933.05, the Placer County Grand Jury requests a response from the following governing bodies:

	<u>Recommendations Requiring Response</u>	<u>Response Due Date</u>
Holly Andreatta, Mayor City of Lincoln Lincoln City Hall 600 Sixth Street Lincoln, CA 95648	R1 ,R2, R3, R4, R5, R6	September 1, 2022
Sean Scully, Lincoln City Manager Lincoln City Hall 600 Sixth Street Lincoln, CA 95648	R1, R2, R3, R4, R5, R6	October 1, 2022



Livestreaming of Classes

Rapid Response from Public Schools During the COVID-19 Pandemic

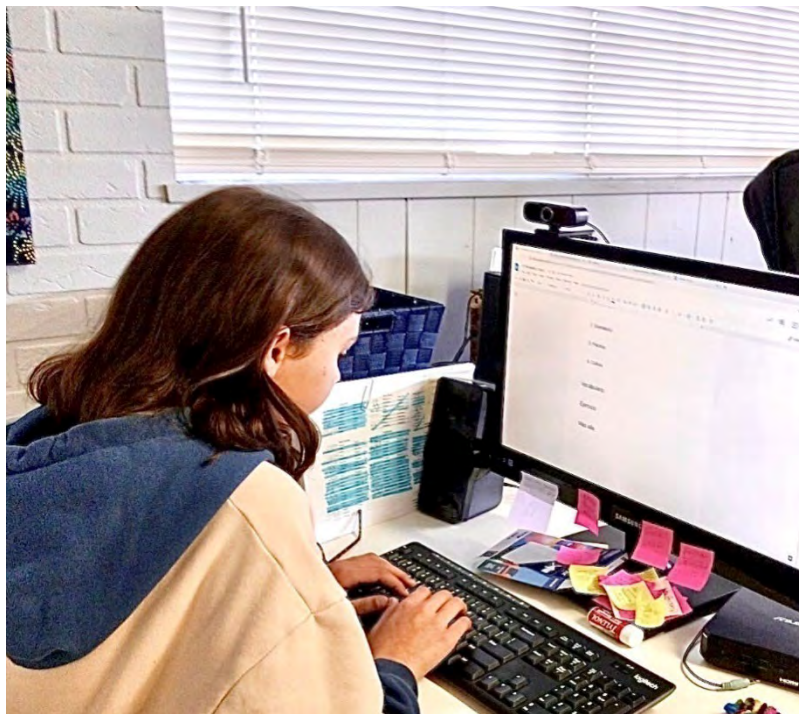


Photo Credit: Monica Gavia



Livestreaming of Classes Rapid Response from Public Schools During the COVID-19 Pandemic

Summary

The COVID-19 pandemic that began in 2020 forced Placer County public schools to readjust how students were to be taught. Superintendents, principals, teachers, students, and parents participated in the necessary shift from in-class learning to distance learning, coordinated by the Placer County Office of Education. Numerous obstacles were overcome by the persistence and ingenuity of all involved. The experience and knowledge gained by Placer County educators will be useful if and/or when future disasters occur, such as fires, floods, and disease outbreaks.

The pandemic brought to focus the need for developing and increasing the use of technology in the education of students, not only in a classroom setting, but in off-site settings as well. Livestreaming of neighborhood school classes during the pandemic months demonstrated it to be a workable learning option. Once students returned to the school setting, the use of this technology, was discontinued. The Placer County Grand Jury (PCGJ) researched how Placer County school districts handled implementation of alternative teaching methods during the pandemic and if livestreaming of a neighborhood campus is subsequently being considered as an alternative mode of instruction available to students who choose to continue to study at home but still be a part of the local campus.

Background

The Placer County Grand Jury investigated the Placer County Office of Education's (PCOE) and several local school districts' responses to the pandemic. The grand jury also investigated if any of the knowledge and practices utilized during the pandemic could be applied to current and future school challenges. The grand jury chose to research this topic while the experience was still fresh in educators' minds.

Methodology

The Placer County Grand Jury investigated distance learning by interviewing Placer County educators and through internet research.

Discussion

On March 11, 2020, the World Health Organization declared COVID-19 a pandemic. Two days later, President Trump declared the pandemic a national emergency. Placer County responded as follows:

- **Friday, March 13, 2020**—Placer County Superintendent of Schools, Gayle Garbolino-Mojica, announced all public schools in Placer County would be closed for three weeks in response to the COVID-19 outbreak.

- **Monday, March 16, 2020**—Placer County Office of Education⁵⁹ temporarily closed over 100 schools across nineteen districts, affecting at least 74,900 students and 4,370 staff (according to figures from the California Department of Education).⁶⁰
- **Tuesday, March 17, 2020**—Governor Gavin Newsom stated that schools (including Placer County) could remain closed until summer. “Don’t anticipate schools are going to open up in a week,” Newsom said. “Please don’t anticipate in a few weeks. I would plan and assume that it’s unlikely that many of these schools, few, if any, will open up before the summer break.”⁶¹
- **Friday, April 3, 2020**—All public-school buildings in Placer County closed for the remainder of the academic year.

Placer County public school districts responded to this shutdown by shifting from in-class learning to livestreaming neighborhood campus classes as their teaching/learning platform. Schools distributed thousands of computers to students to facilitate this new learning mode. Hot spots (internet connection devices) were also distributed to families with limited internet access. Utilizing a personal computer and the internet to access learning portals established by each school allowed students to continue their education.

Teachers received emergency on-the-job training on the technology of streaming and conducting a virtual classroom along with information on how to keep students engaged. Depending on the school district, teachers received staff development training for online teaching as early as March 2020. This training included applications such as Google Classroom, Canvas, Microsoft Teams, and Zoom. Virtual instructional materials were also provided to guide and enhance the development of course materials.

Throughout the summer of 2020, Placer County school districts developed extensive plans to return safely to in-person instruction. While school districts had hoped to return to in-class/in-person instruction at the beginning of the 2020-2021 school year, the return was delayed by the state based on the number of COVID-19 cases reported in the county. Fourteen continuous days of declining cases were needed before schools could begin to transition back to in-class instruction.

The 2021-2022 school year began with livestreaming of neighborhood campuses. It would not be until mid-September or later before some districts started in-class instruction. Parents who did not want their child to return to in-school learning had the option of enrolling them in an independent study program, some of which also offered a virtual (remote) school setting. Many schools had soft openings, having just a few grades and small

⁵⁹ The Placer County Board of Education, also known as the County Board, serves a vital role as the elected governing body for the Placer County Office of Education (PCOE) that operates under the authority of the California Constitution, the Legislature, California Education Code and the State Board of Education.
www.placercoe.org/Pages/PCOE/About/Board-of-Education/Board-of-Education.aspx

⁶⁰ “Parents scramble for daycare plans as schools are scheduled to close for three weeks”, Van Tieu, March 13, 2020, www.abc10.com/article/news/health/coronavirus/parents-scramble-plans-as-schools-are-scheduled-to-close-for-three-weeks/103-1b3cfb66-2147-46e9-aa13-77666aa3fd21, accessed April 20, 2022

⁶¹ California schools likely to be closed for rest of school year, governor says, March 17, 2020; From CNN's Jon Passantino www.cnn.com/world/live-news/coronavirus-outbreak-03-17-20-intl-hnk/h_db93f61179be21e3f7f3c1c3b887552a, accessed April 20, 2022

groups starting at alternating times. School programs evolved as the year progressed using various hybrid methods, such as attending in person on alternate days, half-days (half morning/half afternoon), and working independently at home.

Students, parents, caretakers, and educators learned to navigate and benefit from the use of livestreaming. This fostered innovation in the continuing use of this technology, post-pandemic. Many teachers now offer parents the opportunity to participate in parent/teacher conferences remotely via video conferencing. Some schools have the capability to offer an online version of “Back to School” night for those parents who are unable to physically attend. Additionally, many teachers continue to utilize skills gained during the pandemic by posting lectures and homework assignments on school web sites, allowing absent students to keep up with the class.

Once schools were back in session, livestreaming of neighborhood school classes was discontinued. Placer County Office of Education interviews revealed that PCOE’s “hands are tied” as to continuing livestreaming of neighborhood school classes. California legislation does not allocate funds for a hybrid teaching system (simultaneous classrooms). Districts have the capability and option to continue with livestreaming of actual classes but without the ADA financial support. The longstanding accepted format for schools to receive attendance funding has been that students must be in a “butts-in-seats”⁶² type of classroom setting.

Conclusion

Placer County public school districts rose to the challenge of how to continue to teach and reach students during the COVID-19 pandemic shutdown. The implementation and use of livestreaming technology of neighborhood classrooms and classes enabled students to attend their local campus, virtually. After the reopening of schools, the continued use of this technology for teaching at-home students ceased to be used. Many instructors, however, continue to employ this technology to reach parents and caretakers who might not be able to attend school functions or parent meetings.

The pandemic restrictions for public schools also applied to the Placer County Grand Jury. Jury member meetings took place via ZOOM or TEAMS much like the students who attended classroom sessions by way of a livestreaming application. Once the pandemic was over, however, the grand jury still had the option to livestream meetings and classes. Unfortunately, Placer county public schools do not have the same option.

⁶² This is a type of program whose purpose is to simply fill up seats, or it refers to a metric based on participation and attendance. Beyond Butts in Seats: Building an Elite Program, June 11, 2007, by cadmin, certmag.com/beyond-butts-in-the-seats-building-an-elite-program, accessed April 20, 2022

Findings

The grand jury found that:

- F1:** Placer County school districts are commended for their swift response to the pandemic shutdown of in-class learning. Their quick implementation of live-streaming classes, the educators' willingness to embrace a new way of instructing students, and the districts' generosity in providing laptops to ensure that no student is left behind, shows the dedication of all those involved in the educational field.
- F2:** While technology is available to livestream neighborhood classes for students who must quarantine or for those students who might desire to attend neighborhood school classes via livestreaming, funding is not available to support the continuation of this type of teaching method. Average Daily Attendance funding is only allotted to Independent Study students and those that have "butts-in-seats."

Recommendations

The grand jury recommends that:

None. There are no recommendations.

Copies sent to:

Gayle Garbolino-Mojica

Placer County Superintendent of Schools

Placer County Office of Education

360 Nevada Street

Auburn, CA 95603

Placer County Jails and Holding Facilities

**Annual Inspection Report
2021-2022**





Placer County Jails and Holding Facilities Annual Inspection Report 2021-2022

Summary

Placer County Grand Jury conducted required inspections at the seven Placer County jails and holding facilities in Roseville, Rocklin, Auburn, and Tahoe City between the months of July and November 2021. The grand jury found these facilities to be secure, orderly, and well-run.

Glossary

Bill Santucci Justice Center: Located in Roseville, it includes the South Placer Adult Correctional Facility, Placer County Minimum Security Facility, Howard G. Gibson Courthouse, Placer County Probation Department, and Placer County Coroner's Office.

BSCC: Board of State and Community Corrections

Detainee: Any person detained in a lockup, regardless of adjudication status.

Holding Facility or Cell: A cell in a police station or courthouse in which an inmate is held temporarily, pending charge, trial, or sentencing.

Inmate: A person confined to an institution such as a prison or hospital.

Jail: A confinement facility of a federal, state, or local law enforcement agency whose primary use is to hold persons pending adjudication of criminal charges.

Pods: Smaller, separate, and self-contained housing units known as pods or modules are designed to hold sixteen to sixty inmates and are arranged around exercise yards or support facilities in a decentralized campus pattern. A small number of prison officers, sometimes a single officer, supervise each pod.

Sally Port: A secure, controlled entry way to an enclosure.

Background

California Penal Code § 925 mandates that the grand jury shall investigate and report on the operations, accounts, and records of the officers, departments, or functions of the county. Penal Code § 919(b) specifically mandates the grand jury to inspect jails within the county.

Methodology

The grand jury visited each facility, interviewed staff, and observed inmates in housing, work, and activity areas.

One member of the grand jury was fully recused from the investigation.

Placer County Sheriff's Office (PCSO) staff facilitated inspections in the following locations:

Jails:

1. Placer County Main Jail (PCMJ) in Auburn (October 25, 2021)
2. South Placer Adult Correctional Facility (SPACF) in Roseville (October 22, 2021)
3. South Placer Minimum Security Facility (SPMSF) in Roseville (October 22, 2021)

Holding Facilities:

1. Howard G. Gibson Courthouse holding cells in Roseville (November 9, 2021)
2. Historic Courthouse in Auburn (August 30, 2021)
3. Placer County Sheriff's Substation in Tahoe City - Burton Creek (September 28, 2021)
4. Rocklin Police Department Holding Cells (July 30, 2021)

Discussion

Placer County Main Jail

The grand jury inspected the Placer County Main Jail located at the Placer County Government Center in North Auburn. Jail staff escorted the team through the facility and provided needed information.

This facility, managed and operated by PCSO, was built in 1985 for 108 inmates and has since been expanded twice, once in the 1990s and once in the 2000s. The capacity now is about 380 although that number is fluid given the current COVID-19 pandemic and the needs of individual inmates.



Photo Credit: Joe Sledge

Much of the operation of the main jail and the programs offered match the operations and programs in the South Placer facilities. Those commonalities in procedures and programs are:

- Booking procedures
- Types of cells
- Visitation policies
- Medical evaluation and continual COVID-19 testing
- COVID-19 responses (about 15% of Auburn inmates are vaccinated according to staff)
- Incentives to vaccinate

- Shifts for jail personnel
- Clothing
- Commissary
- Tablets for inmates
- Inmate welfare fund
- Classification
- Staff training, initial and continuing

There are some differences between the two facilities. The Roseville facility programs come to the inmates since they are housed in self-contained pods. In the earlier designed PCMJ, inmates move to the programs and so the hallways are in constant use as inmates are moving from area to area. This makes traffic control at the Auburn facility critical to maintain inmate physical separation while moving about the facility. This movement is monitored and coordinated through the Central Control station. From time to time, inmates from other jurisdictions are housed in Auburn. For example, El Dorado County inmates spent time in an area set aside exclusively for them, after they'd been evacuated due to the Caldor Fire.

The medical facility at the PCMJ is substantially smaller (six beds compared to thirty-eight) than the SPACF. When medically necessary, the inmates are transferred to SPACF or to a local hospital depending on degree of need. The same contractor, WellPath, manages the medical, dental, and behavioral health care needs of inmates at both facilities. Jail personnel teleconference on a weekly basis with the Placer County Health Department providing COVID-19 data for inclusion on the county COVID-19 dashboard. The grand jury observed inspirational messages painted on the walls of the main corridor saying things such as, "Change your thoughts and you change the world."

Meals are prepared at the SPACF facility and transported to the PCMJ. Meals are reheated in Auburn and are then dispensed to inmates who eat in their pods.

Important to management of the Placer County jails is the implementation of AB109 (Public Safety Realignment Act of 2011). The grand jury learned that AB109 has had a profound impact on county jails. Auburn staff reports two major effects. First, inmates with less serious felonies have been transferred to county jails from state prisons. This has affected the make-up of local jail populations as well as the environment of the jail. The second effect has been the release from custody of inmates with lesser offenses and time remaining on their sentences.

According to jail staff there are almost no low-level inmates in the Placer County jails. The decision on whom to release is based on the classification system of inmates and time remaining to be served. Inmates are classified upon entry into the system. According to staff, those inmates who have been moved from state prison facilities would prefer to return to the state prisons rather than spend their time in Placer County jails. Staff further

related that inmates have remarked that the rules are stricter in county facilities than in state prisons.

With the closing of the Deuel Vocational Institution in Tracy, California, which was the corrections department inmate transfer station, PCSO deputies are now required to transport inmates to Kern County, the new inmate transfer station. This removes deputies from their normal duties for up to two days.

In the holding cells at this facility, cleaning is carried out by inmates each time a cell is vacated. In one cell, there was an accumulation of toilet paper wads on the walls, the video monitoring camera, and floor. In another cell there were brown streaks on the wall. It was further noted that in some cells there was an accumulation of debris where walls and floors intersect.

South Placer Adult Correctional Facility and South Placer Minimum Security Facility

South Placer Adult Correctional Facility

The grand jury inspected the SPACF and the SPMSF. Both facilities are co-located on Go For Broke Road in Roseville, a part of the Santucci Justice Center. The inspection team met with command staff. All staff encountered were polite, engaging, and forthcoming with information. According to a member of the command staff, “we are here to keep them safe,” and when asked what keeps him awake at night his immediate response was “the safety of staff and inmates.”



Photo Credit: Joe Sledge

The facilities are operational twenty-four hours per day, 365 days per year. Correctional staff work twelve-hour shifts, seven to seven, four days on and three days off, subject to an alternating schedule. Current staffing is generally twelve to eighteen deputies, depending on available personnel, correctional officers, and support staff. Coverage at night is considerably lower. All training, such as first aid and automated external defibrillator (AED), is up to date.

Construction for both facilities was completed in 2015. The population, at the time of this inspection, consisted of 332 male inmates at the SPACF and 120 male and female inmates, which is maximum capacity, at the SPMCF. Female inmates (other than minimum security) are housed in the PCMJ in Auburn.

The public counter area, located inside the main entrance, provides access to the inmate visiting area. Inmates are allowed up to two visits, for a maximum of one hour per week for family members or other authorized contacts. The visits are through video equipment with no physical contact possible. Additional video visits are available for a fee. Attorney visits and mental health visits are unlimited and conducted elsewhere within the facility.

This part of the facility also houses administrative offices which deal with visitors, warrants, bail payments, and other administrative issues. As a result of AB109, some arrestees are released without cash bail and are given a Promise to Appear in Lieu of Bail citation. There are also staff facilities for meetings, shift changes, exercise, and locker rooms. All are clean, neat, and well organized.

The grand jury inspected the intake area, booking area, visitor video area, kitchen, and laundry facilities. The medical services unit, the medium and high security detention pods, and the recreational areas were inspected during the same visit. In the booking area, the grand jury observed several workstations for doing intake interviews, medical screening, fingerprinting, and sobriety evaluations.

Arrestees are brought into the facility through a sally port. The arresting officer processes paperwork and notifies the correctional staff, medical staff, and Central Control that a new inmate has arrived. Part of the intake process includes a complete body search by using a full body scanner. Body cavity searches are also conducted as deemed necessary. There are many signs in the intake area explaining procedures, for example, "Arresting Officers Do Not Remove Handcuffs."

Once inmates have been evaluated, tested for COVID-19, and assessed, they are turned over to correctional personnel. For low level crimes, some arrestees qualify for either a Promise to Appear in Lieu of Bail citation or cash bail and are released. Arraignments are held within two days, except during weekends when arraignments can be done over the phone.

Inmates are assessed based on gender, classification of past criminal convictions, prior assaults on inmates and staff, behavior or psychological problems, escape risk, prison history, and those requiring protective custody. The assessment results determine where the inmate will be housed. New arrivals are not placed with those close to release.

Inmates are then issued color coded jumpsuits. Jumpsuits, footwear, underwear, and bedding are all issued to inmates by the clothing department. There is a weekly schedule for exchanging soiled clothing and bedding. When holding cells are vacated, they are cleaned by inmates from the minimum-security facility.

If problems are noted during medical screening, inmates may be sent to a local hospital for further evaluation. Detainees who are extremely intoxicated due to alcohol or drugs, or suffering from significant behavioral health issues, are housed in special sobriety or mental health appropriate cells. Every fifteen minutes, staff physically check on inmates occupying cells in the medical and psychiatric observation area. Inmates on suicide watch are under constant staff observation.

The staff is particularly proud of the medical and dental wing which has cells for inmates, exam rooms, dental facilities, and negative pressure rooms reducing disease transmission.

The medical unit also administers the Jail Based Competency Treatment Program⁶³ which is aimed at preparing inmates with mental health problems for court proceedings.

The permanent housing facilities are divided into pods, which can hold either thirty or sixty individuals based on configuration. Pods are self-contained with a recreation area and communal television. Inmates are issued a radio receiver with headphones for listening to television and radio, and communicating with staff, thus reducing noise within the pod.

There are also showers, a commissary kiosk, attorney rooms, monitors for video visits, classrooms, and common areas. Each pod contains cells which hold one or two inmates. Library services, meal delivery, and minor medical attention are also included in the pods. Video communication equipment is available, allowing inmates to communicate with approved contacts on the outside. Inmates share tablets which are used for various functions such as ordering commissary items, filing complaints, and remote education. There is no general internet access through these tablets.

All meals for Placer County adult and juvenile detention facilities, as well as some community-based charities, are prepared at the SPACF and delivered to the correctional facilities. Meals are prepared in the cook-chill method, allowing for the transport of prepared food to be reheated at the offsite facilities. Attention is paid to individual dietary requirements, such as religious or medical needs.

Another program the Sheriff's department provides to inmates is educational instruction, administered by the Placer School for Adults. These educational opportunities are held via distance learning or educational packets. Inmates can partake of lessons or programs such as anger management, life skills, parenting, Alcoholics Anonymous, Narcotics Anonymous, employment seeking skills, GED, math, and reading. Inmates receive one day off their sentences for every eight days of participation in the educational programs. This same formula is used to encourage inmates to work within the facility including laundry operations, facility cleaning, food preparation, and other chores.

To access the Howard G. Gibson Courthouse, inmates are escorted using a tunnel that connects the courthouse to the jail. The courthouse and the jail both contain holding cells that have heavy doors, benches, toilets, and cameras. Inmates remain in these holding cells for only a short amount of time while awaiting court appearances.

This area consists of several one or two person cells plus a few group cells that can hold up to thirty inmates. Male and female inmates are held in separate cells. The entire area is under video surveillance except for the toilets. At the time of the grand jury inspection, the tunnel linking the jail with the courthouse was closed due to flooding. Until repairs are complete, inmates are transported by van from the jail to the courthouse.

⁶³ Jail Based Competency Treatment Program is a partnership between the California Department of State Hospitals, Placer County Sheriff's Office, and the county contracted medical provider to restore competency to Penal Code § 1368 offenders deemed incompetent to stand trial.

South Placer Minimum Security Facility

The grand jury inspected the SPMSF located adjacent to the SPACF. Construction of this modern facility was completed in 2015. Approximately sixty male and sixty female minimum security inmates are housed in this stand-alone building.

The South Placer Minimum Security Facility, while a separate building, is within the Santucci Justice Center. The main differences between the SPACF and the SPMSF are that minimum security inmates are housed in barracks and can work in the kitchen or laundry areas. COVID-19 has removed the opportunity to work off-site. Female inmates work in the laundry and sewing areas and male inmates staff the kitchen. These inmates receive modest compensation and can work time off their sentences. The facility was clean, well maintained, and orderly at the time of the inspection.



Photo Credit: Joe Sledge

A new facility that will provide classroom space for vocational education and mental health services is in the planning stages. This facility will include fifteen beds for inmates with greater mental health needs, along with thirty beds for inmates without special needs. This building will be located immediately adjacent to the SPMSF.

Howard G. Gibson Courthouse

The grand jury conducted its annual inspection of the Howard G. Gibson Courthouse holding facility. The facility opened in July 2008, and is clean, secure, well maintained, and modern. Jail staff provided a briefing and guided tour of this facility.

The largest holding area, located in the courthouse basement, is connected to the jail by an underground tunnel. Normally, when inmates are scheduled for their court appearance, they are collected from their jail cell and escorted to the holding cell via the underground tunnel. They are then held in this area until summoned to the actual courtroom. Once summoned, inmates travel by elevator, one inmate at a time, to the appropriate courtroom upstairs and are held in a courtroom holding cell until their case is called. The tunnel is currently under construction to correct a flooding issue; therefore, inmates from all Placer County jails and holding facilities are securely transported by vehicle to the courthouse. They enter the courthouse basement through the sally port. Inmates headed to court from other jails and holding facilities also enter the tunnel through this sally port.



Photo Credit: Joe Sledge

There are twelve holding cells in the courthouse basement capable of detaining up to fifty inmates. The cells allow for the separation of inmates by age, gender, gang affiliation, special needs, and alleged crimes. Multiple inmates may be put in the same cell if they are

in a corresponding category. All cells have water and toilet facilities. The toilet is out of direct view of staff and security cameras. Each cell door has heavy black window coverings to prevent interactions between cells. The entire space has a central control surveillance operation and is staffed by at least two deputies. During times of peak usage, usually Wednesday and Thursday, an additional deputy will be assigned.

Holding cells are arranged so that there are cells and attorney rooms located near each courtroom. There are two elevators dedicated to transporting inmates to and from the proper floor and courtroom when called. Inmates are then met by a deputy who escorts them to the proper courtroom holding cell. The elevators, for security reasons, hold just one inmate; a deputy does not ride in the elevator unless the inmate requires special attention. Communication between deputies and courtroom bailiffs alerts control officers as to which inmate will be needed next and in which courtroom.

Attorney-client consultation rooms are located throughout the basement holding area as well as outside each courtroom. Attorney rooms are separated by glass partitions and allow for confidential attorney-client discussions. There are lock-controlled slots available for sliding documents back and forth between attorney and client and every document passed is first inspected by a deputy.

Should an inmate require emergency medical attention, staff will call 911. For general medical or behavioral attention, SPACF healthcare professionals are called to evaluate the inmate. Staff are trained and certified in first aid, CPR, and AED. All first aid equipment is readily available for use by staff. The cells are thoroughly cleaned at the end of the day by janitorial staff, including disinfecting for COVID-19.

Once inmates are finished with court proceedings, transport is called to move the inmates back to their jail. Inmates held through lunchtime are provided a sack lunch and beverage.

Historic Auburn Courthouse

The Auburn Historic Courthouse, which was dedicated on July 4, 1898, has two areas of operation. The first area is the main floor for public tours and the security checkpoint for visitors entering the courthouse. The Placer County Museum is located on this level. The second area of operations, located on the second floor and above, contains the courtrooms, which are full-service, providing for arraignments, preliminary hearings, and trials.



Photo Credit: Joe Sledge

The Placer County Sheriff's Office is the agency responsible for security at the courthouse. Staff provides security at the main entrance, courtrooms, holding cells, and sally port. The holding cells are for inmates with scheduled court appearances and are used weekdays during normal business hours only; they are not used for overnight confinement. Inmates are transported by a deputy sheriff to the Auburn Historic Courthouse from either the South Placer or Auburn facilities. Transported persons arrive at the courthouse with a sack lunch prepared at the South Placer facility. Inmates

requiring narcotic medication are not held at this location. Approximately three or four inmates per week are held in the holding cells.

The holding cells were functional and clean. They are cleaned daily by janitorial staff and by jail personnel after each use. Jail staff are well trained and annually certified in first aid, CPR, and AED. All first aid equipment is readily available for use. Deputies are armed since this facility is open to the public. Additional weapons are secured in a locker located near the first aid equipment. The sally port was clean and functional with the exception of a small pile of rocks and brick and a volunteer walnut tree. A black fabric tarp was installed this past year which provides privacy for the inmates. At the grand jury's first inspection, staff's main concern was the upgrading of the old camera security system as recommended in previous grand jury reports. A new and upgraded system had been approved and budgeted. Installation was tentatively scheduled for September 2021. It was noted that the security camera monitoring was done on a single screen at the point of entry on the main floor. There was no back up monitor anywhere else in the building.

On November 1, 2021, a small grand jury team returned to the Auburn Historic Courthouse to view the newly installed security camera system. Staff showed the team the new system. Rather than only one monitoring station, the new system was installed with three monitoring locations: main floor entrance, and second and third floor control areas. Several cameras were installed around the exterior perimeter of the building as well as throughout the interior. The exterior cameras provide an overview of the entire exterior of the courthouse property to include walkways, stairs, and parking areas. Interior cameras now provide monitoring of activity in all interior areas, courtrooms, secure and public stairways, public and secure hallways, and the holding cells. The only negative comment by the deputies was that the new system is unable to read vehicle license plates.

Placer County Sheriff's Office Tahoe Substation

The grand jury performed its annual inspection of the PCSO Tahoe Substation, also known as Burton Creek. Upon arrival, the grand jury found the outside appearance of the facility to be clean and well maintained. The parking lot had a very recent seal applied along with fresh striping.



Photo Credit: Bill Oudegeest

This facility was built in 1959, in preparation for the 1960 Winter Olympics, to be used as a temporary sheriff's substation. The location continues operations as a Placer County Sheriff's substation, housing a holding facility, Superior Court, and several related offices. The building has been painted and repaired over the years. It does not meet the accessibility requirements of the Americans with Disabilities Act. Despite the upkeep and cleanliness, the facility appears to have outlived its usefulness and ability to be modernized. Currently, grounds maintenance is performed by the deputies assigned to the facility. Prior to COVID-19, this function was carried out by a minimum security inmate from Auburn Jail who was transported to Burton Creek on a weekly basis.

The costs to upgrade the building would be prohibitive. Once upgrades exceed a certain dollar amount, the BSCC requires the facility be upgraded to the next category. This upgrade would be extremely costly and physically impossible. There are environmental concerns to be considered at the current location which further inhibit the ability to make any meaningful structural improvements.

The grand jury was told this location is currently understaffed. A total of twelve deputies and six sergeants are assigned while the PCSO has allotted eighteen patrol deputies and eight sergeants. Understaffing is due to the general lack of applicants and because of the high cost of living in this area.

Employee and visitor vehicles are parked in the open parking lots in front and on the sides of the building. The rear parking area is reserved for official vehicles and is posted as a secure area. No fence or gate was evident at the time of this inspection. Personnel on site stated they feel there is a need for at least security gates at each end of the restricted parking area. Deputies voiced concern about security for department equipment, vehicles, and personnel. Trespassing has become an issue.

Site security was recently upgraded with the installation of a state of the art CCTV security system. The new system, installed in June 2021, shows the exterior of the building, all cells, the court room, hallways, and the front desk. A large monitor resides in the administrative sergeant's office and is clearly visible to all who enter. The deputies on duty were happy with the new system.

There are three holding cells in the Tahoe Substation. Two cells are for male inmates and one is for female inmates. Each cell has two single bunks, a sink, and toilet. Security cameras have been installed in each cell, allowing for monitoring of the inmates. The cameras are aimed so that they do not view the toilet area, maintaining privacy for the inmates. The grand jury observed the cells, floors, walls, bunks, sinks, and toilets to be very clean and free from graffiti or other damage. Once a cell is no longer occupied, it is cleaned by jail staff who then place a strip of blue tape adjacent to the door indicating to others that the cell has been cleaned in accordance with COVID-19 guidelines.

There are no inmates housed at this facility overnight. In most situations, persons being held are transported to the PCMJ in Auburn. It was noted that it takes a deputy off the street for four hours or more to make the round trip to Auburn from Tahoe City. Transport to the PCMJ is generally done during regular business hours (7:00 a.m. to 5:00 p.m. Monday through Thursday). Outside normal business hours at Burton Creek, or when the roads to Auburn are impassable due to snow, fire, mudslide, or other issues, detainees are then transported to the Nevada County Jail in Truckee.

Information regarding the booking and jail services contract between PCSO and Nevada County Sheriff's Office was provided to the grand jury. This ongoing flat rate contract is currently \$488,009 annually, subject to an automatic 3 percent adjustment per year. This contract amount is paid regardless of the number of bookings involved. According to the deputies on duty at the time of the inspection at Burton Creek, there were 135 Placer County inmates, arrestees, and detainees transported to and housed at Truckee Jail in

2020. There were an additional twenty-six inmates rejected by Nevada County for various reasons, such as a medical condition, behavior problem, or potential for violence. Rejected inmates are transported to a medical facility or returned to Burton Creek. The transporting officer must then supervise the detainee until transport to the Auburn Main Jail is possible. Staff indicated that an inspection by BSCC was performed on August 19, 2021.⁶⁴ ⁶⁵

Rocklin Police Department Adult Temporary Holding Facility

Historically, the Rocklin Police Department (RPD) holding cells have experienced underutilization. Only two detainees have been held at this facility in the past twenty-four months. As a result, the RPD requested BSCC to decommission this facility, effective July 1, 2021.

Agreement⁶⁶ was reached and the BSCC has officially decommissioned the Adult Temporary Holding Facility as requested. In that agreement, the juvenile detention holding cells will continue to be inspected by BSCC but that is not a subject of this report. As such, the adult facility will no longer be subject to future grand jury inspections.



Photo Credit: Joe Sledge

Conclusion

All facilities inspected were found to be secure, clean and well maintained, and professionally staffed. Each facility adheres to CDC guidelines to prevent the spread of COVID-19. Staff at all three detention facilities strive to offer inmates improved educational and vocational opportunities, as well as expanded mental and physical health care.

⁶⁴ www.bscc.ca.gov/s_fsolocaldetentionfacilityinspectionreports

⁶⁵ <https://drive.google.com/drive/folders/19v8NZZyEFhMeXDMj4tDovIWdlUKMRoN9>

⁶⁶ BSCC letter - Appendix 1

Findings

The grand jury found:

- F1:** The Placer County jails appear to be well-run, efficient, and safe. There were some areas where cleanliness could be improved, notably the holding cell area at Placer County Main Jail.
- F2:** Jail personnel are well-trained, take pride in their work, and are very professional.
- F3:** Inmate health care appears to be well managed by WellPath.
- F4:** Staff is cooperative, knowledgeable, and courteous.
- F5:** The minimum security work program is a big incentive for the inmates. Programs such as this may reduce the length of sentences and improve inmate behavior and morale.
- F6:** The state deactivation of the inmate transfer facility at Deuel Vocational Institution has placed additional burdens on the county jail system.
- F7:** Debris in the sally port at the Auburn Historic Courthouse poses security and safety issues.
- F8:** A new security camera system at the Auburn Historic Courthouse has been installed and is completely operational. The system is unable to focus on vehicle license plates that were located in the parking lots, which is a potential security risk.
- F9:** The restricted parking area at Burton Creek is not secure, leaving it open to trespassers and potential loss of county property.
- F10:** The Burton Creek facility has outlived its functionality for the number of sheriff's personnel working in it.
- F11:** The Rocklin Police Department holding cells have been significantly underutilized over the past several years. As a result, the facility was requested to be decertified by the Board of State and Community Corrections.
- F12:** Placer County Main Jail is to be commended for the inspirational messages painted on various walls throughout the facility. These demonstrate a management attempt to maintain positive tone for inmates and staff alike.
- F13:** Implementation of AB109 has had an adverse effect on the inmate population and management of the Placer County jail system.

Recommendations

The grand jury recommends:

- R1:** By September 1, 2022, the Placer County Sheriff will institute improvement in the cleaning of the holding cells at the Auburn Main Jail.
- R2:** By September 1, 2022, the Court Administrative Officer and Placer County Sheriff will have the debris within the sally port removed at the Auburn Historic Courthouse.
- R3:** By January 1, 2023, the Court Administrative Officer and Placer County Sheriff shall enable the camera system to read license plates on vehicles in and around the parking lots at the Auburn Historic Courthouse.
- R4:** By May 1, 2023, the Court Administrative Officer, Placer County Sheriff, and the Placer County Board of Supervisors shall approve and fund the construction of a security fence and gates enclosing the restricted parking area at Burton Creek.
- R5:** By October 1, 2022, the Placer County Board of Supervisors shall provide a public update on the progress of a new substation to replace the Burton Creek facility.

Request for Response

Pursuant to Penal Code § 933.05, the Placer County Grand Jury requests a response from the following governing bodies:

	<u>Recommendations Requiring Response</u>	<u>Response Due Date</u>
Cindy Gustafson Chairperson Placer County Board of Supervisors 175 Fulweiler Avenue Auburn, CA 95603	R4, R5	October 1, 2022
Jake Chatters Court Administrative Officer P.O. Box 619072 Roseville, CA 95661	R2, R3, R4	October 1, 2022
Devon Bell Sheriff Placer County Sheriff's Office 2929 Richardson Dr. Auburn, CA 95603	R1, R2, R3, R4	September 1, 2022

Copies sent to:

Rustin Banks

Chief

Rocklin Police Department

4080 Rocklin Road

Rocklin, CA 95677

Placer County Juvenile Detention Facility and Rocklin Police Department Juvenile Holding Cells

Annual Inspection Report 2021-2022



Photo Credit: Joe Sledge



Placer County Juvenile Detention Facility and Rocklin Police Department Juvenile Holding Cells Annual Inspection Report 2021-2022

Summary

California grand juries are mandated by California Penal Code § 919(b) to inspect and report on juvenile detention facilities. The 2021-2022 grand jury inspected both the Rocklin Juvenile Detention Facility and the Placer County Juvenile Detention Facility (PCJDF) on September 15 and November 4, respectively. The grand jury found both facilities to be well-organized, neat, well maintained, and run by dedicated and knowledgeable staff. The grand jury was particularly impressed by the programs for juveniles in the PCJDF and the philosophy behind the programs.

Background

The mandate to inspect county juvenile facilities comes from the California Penal Code, § 919(b), "The grand jury shall inquire into the condition and management of public prisons within the county." This includes the juvenile detention facilities. The PCJDF is operated by the Placer County Probation Department and the Rocklin Juvenile Detention Facility is operated by the Rocklin Police Department. Both are pursuant to Title 15, Division 4, of the California Code of Regulations, and Chapter 2 of the Welfare and Institution Code, specifically §§ 636.2 and 852.

Methodology

On September 15, 2021, the grand jury visited and inspected the Rocklin Police Department's juvenile detention facility. The jury members did a visual inspection of the holding facility and were informed about how the facility operates and how juveniles are managed.

On October 6, 2021, the grand jury interviewed two members of the Placer County Juvenile Detention facility's staff who oversee the County Juvenile Detention Program and the PCJDF. The staff members described how the Placer County juvenile detention system works, various programs, and the philosophy behind their programs. On November 4, 2021, the grand jury visited the PCJDF. This visit consisted of a visual inspection and a complete tour by facility staff. Because the facility is operating under capacity, the grand jury was able to visit all parts of the facility; there was no possibility of the jurors coming into contact with detainees. Due to COVID-19 restrictions, the grand jury was not able to interview detainees. One juror was fully recused from the investigation.

Discussion

Placer County Juvenile Detention Facility

On November 4, 2021, the grand jury inspected the PCJDF. The detention facility was built in 2000 and was found to be clean, neat, orderly, and well-organized. It is divided into two sections: The Department Twelve courtroom for adjudicating juvenile offenders and the juvenile detention section.

The grand jury was told that these facilities are cleaned every four hours by staff or detainees, with professional cleaning happening once per day. Interview rooms are wiped down after each use. Staff told the grand jury this facility was last inspected by Board of State and Community Corrections (BSCC)⁶⁷ during the month of November 2020 and is inspected by the local fire department every two years.

At the time of the interview, in October, there were eleven inmates and at the time of the inspection visit on November 4, 2021, there were fifteen: nine males and six females. Total facility capacity is sixty in three pods, A, B, and C, plus an additional unit referred to as the Max. To enter each pod the doors are secured by either a large brass key or electronically released by a central control staff member. Currently one pod is not in use, which allowed the visiting team access to view the types of housing available to residents. Privacy rules for juveniles precluded the grand jury visiting occupied pods. The Max unit also has self-contained rooms which include toilet facilities. The pods consist of simple rooms containing bunks and shared toilet and shower facilities. Detainees have call buttons in their rooms so they may contact staff when locked down or at other times as needed. Since detainees were in their housing units, the visiting team was able to view all the other areas of the facility including the sally port⁶⁸, entry and classification area, holding cells for the court, recreation areas, kitchen, and nurse's office.

The grand jury was told that in the past, the detention facility did hold up to the maximum occupancy of sixty youths as was intended, but current occupancy is less. Staff attributes this to a change in juvenile detention philosophy that evolved over the years. The goal now is for youth to be reunited with their families, referred to community and services support and therefore held for shorter periods of time in the facility. Additionally, youth are provided access to many support programs either through the Placer County Probation Department or the court system. These programs are designed and implemented for rehabilitation and to be preventative rather than reactive. Most detainees are held for no more than four or five days, although there are some who are held longer, including one transferee from the now closed California Youth Authority.

There are twenty-eight Juvenile Institute Officers (JIOs), plus extra-help staff which cover either scheduled or unexpected absences. Assigned JIOs work either eight- or twelve-hour shifts with the number of days per week varying. The facility is in operation around the clock, year-round. The graveyard shift has four or five JIOs on duty and the day shifts have seven to nine support personnel. The nurse works twelve-hour shifts four days a week,

⁶⁷ BSCC Report: https://drive.google.com/drive/folders/1RdhJDxK3-H2ttlwn7_qcOWTT7NLLDH5z, Accessed June 7, 2022

⁶⁸ Sally port – A secure, controlled entry way to an enclosure, e.g. a fortification or prison.

with weekend and Friday shifts covered by the medical assistant. If there are medical needs after hours, medical personnel are called from the nearby Placer County Main Jail. The number of staff is regulated by BSCC.

New detainees enter the facility through the sally port, then into the processing area where they are fingerprinted, searched for contraband, classified, tested for COVID-19, allowed to call their parents, issued detention facility clothing, and given a medical evaluation by the nurse. There are two holding cells in the in-processing area; both were clean as was the entire processing area. After entry, detainees are allowed unlimited calls to family. Juveniles are each assigned an account into which money may be placed by the inmate or their family. These funds can then be used for telephone calls or other incidentals. Detainees must pay for phone use; if a family does not have the money, they may use office phones free of charge. Postage is provided and detainees may send unlimited letters. There is a staff review of all incoming mail.

Upon entry into the juvenile detention facility and to prevent possible COVID-19 exposure, detainees are placed in quarantine for fifteen days in the Max unit. Since the average stay is less than that, detainees are often released from the facility without having entered the general population. At the time of the visit, there were seven detainees in the Max under quarantine.

Detainees at risk of suicide are placed on suicide watch where they are continuously observed and are identified by special colored clothing. After a short continual observation period ruling out suicidal behavior, they can graduate to being checked every five minutes and then later given regular facility clothing and admitted to the Max unit.

The facility has a behavioral plan focused on positive attributes or actions. One aspect of this is the Positive Behavioral Intervention and Support (PBIS)⁶⁹ program. Detainees receive points each day, which can be accumulated and exchanged for privileges such as time away from their rooms, snacks, more recreation time, and even work assignments that help maintain the facility. Those detainees who do the best and reach the highest level are issued green shirts in place of the ordinary gray shirts and serve as examples to others. Misbehavior results in the subtraction of points and possible downgrade of status. Good behavior is acknowledged by staff as opposed to focusing on the negative.

Detainees have access to educational programs, behavioral health care, and religious services. Computers are made available to do schoolwork, but there is no internet access. There are four credentialed teachers, including one special education teacher, providing 240 minutes daily of instruction. There is also the opportunity for detainees to take college level courses.

Detainees are allowed up to four hours of free time each day which can include outdoor recreation. For large muscle activities, there are opportunities to play frisbee golf, basketball, and volleyball in the sport court. There is also a large outside recreation area for

⁶⁹ Placer County 2018/2020 Biennial Inspection Pursuant to Welfare and Institutions Code Section 209, November 12, 2019

soccer or running. Any time detainees are out of their rooms, they are supervised by staff. The outdoor recreation area is surrounded by an approximately twenty-foot-high chain-link fence topped with circular rolls of concertina wire for perimeter security.

Visitations are on Saturdays or Sundays, depending on the pod or the Max unit detainees are occupying. Adjustments can be made if parents or guardians cannot come on the assigned days.

Juvenile Institution Officers are required to possess at least an Associate of Arts Degree and undergo five weeks of initial specialized training with an additional twenty-four hours of training per year. First aid training is refreshed every other year. Although staff JIOs carry pepper spray and radios, their most important skills are communication and rapport building.

Jurors also learned about the Placer Youth Center Program (PYC), of which the facility staff is particularly proud. It provides the same services that might be expected in a boot camp or group home but are provided at the facility. Staff explained that this is much better than transferring youth from their home communities to away-from-home programs. The program is individualized for each youth, offering work skills, life skills, completion of educational requirements, counseling including Family Functional Therapy, behavioral health, substance abuse programs, vocational training, and online community college courses. Staff also works with families to help youth develop successful habits for re-entering regular society. It is a proactive program aimed at prevention rather than an exclusively punitive program aimed at reacting to bad behavior. The PYC is designed to serve as a transitional program for youth on their way to adulthood.

Perhaps the best way to encapsulate the philosophy of dealing with youth in the juvenile justice system comes from the October 6, 2021, interview with detention facility staff, who stated, essentially:

Placer County's philosophy regarding youth in the Juvenile Detention Program is aimed at returning youth to their homes as soon as possible. Youths make mistakes and should be helped to learn so they do not repeat the mistakes. The Juvenile Detention Program serves as a reset or time-out rather than as a punitive institution and is in the business of second chances and how to encourage change. Instead of punishment, the idea is to improve youth through treatment and get them back on the right track ahead of problems. To encourage and enable change, the program focuses on relationships and being positive. Program personnel work with the youth's entire family because many obstacles are family related.

Staff concluded the inspection by emphasizing that the thrust of the programs in the juvenile detention system is to provide youth with the ability to assimilate into society successfully when they leave the facility.

Rocklin Juvenile Detention Facility

The Rocklin Police Department facility was built in 2005. The building is clean and orderly inside and out. The grand jury observed no graffiti on the outside walls; the parking lot and landscape were also well maintained.

The inspection team learned that the two adult holding cells within the Rocklin Police Department building have been decertified by the BSCC. The two remaining holding cells are used exclusively for juveniles who are brought in for brief periods of time before being released to parents, guardians, a medical facility, or sent to the PCJDF in Auburn.

Public entrances may be used when juveniles are brought into the holding cells. There is a log that is completed by officers who place them into custody. The log reflects the date, time, and name of the juveniles being held along with charges and dispositions.

There are no security cameras inside or outside the juvenile holding cells, however, an officer is present when there is a juvenile detained. Glass observation windows in the cell doors make constant observation possible. According to staff, there has only been one juvenile detained during the past year.

The grand jury observed the cells to be clean and orderly. Furniture consisted of one padded bench bolted to the floor. There are no toilets, sinks, or water in the cells. Juveniles are escorted down the hall to the restroom by a gender-appropriate officer. The cells are cleaned by the facilities department when needed. If the cells are contaminated by hazardous waste, they are cleaned by a professional cleaning service on an on-call basis.

An automated external defibrillator (AED) was located on the wall outside the holding cells. All Rocklin Police Department personnel are trained and certified annually in the use of the AEDs, first aid, and CPR. If a juvenile is in medical distress, an ambulance is called to transport the juvenile to the nearest medical facility. The juvenile is released to his or her guardians' custody at the hospital. Intoxicated juveniles are transported directly to the hospital.

The most recent BSCC inspection was completed on March 2, 2021. The most recent county health, fire, and safety inspections were conducted on December 10, 2019. Medical, mental health, and environmental health inspections were performed on December 13, 2019.



Photo Credit: Joe Sledge

Conclusion

The grand jury was impressed by the PCJDF maintenance and operations, programs for juveniles, and philosophy behind the programs. Staff is well-trained, dedicated, and compassionate, working to integrate the youth back into regular society.

Findings

The grand jury found:

- F1:** The Placer County Juvenile Detention Facility is well-run and well-organized by a dedicated, well-trained staff.
- F2:** Juveniles in the Placer County system have programs tailored by staff to their individual needs and aimed at helping them re-enter regular society, which is commendable.
- F3:** The Placer County Youth Program, keeps juveniles in or near their home communities, which is intended to make the transition at the end of their sentence easier. The inclusion of families in this program is also to be commended.
- F4:** The Positive Behavioral Intervention and Support program, focuses on the positive rather than the negative, and offers detainees some opportunity to control their lives within the rules of the system. There are rewards for good behavior and immediate consequences for negative behavior.
- F5:** The Placer County Juvenile Detention Facility is operating at significantly less than capacity, which is consistent with an admirable change in philosophy dealing with juveniles. Rather than adopting a punitive approach, staff is working to help juveniles re-enter their home communities and programs.
- F6:** The Rocklin Juvenile Detention Facility is underutilized and, therefore, is a waste of resources and space.

Recommendations

The grand jury recommends:

- R1:** By January 1, 2023, the Rocklin Police Department close the two cells that are maintained to hold juveniles and re-allocate the space as they did when the adult detention cells were closed.

Request for Response

Pursuant to Penal Code § 933.05, the Placer County Grand Jury requests a response from the following:

	<u>Recommendations Requiring Response</u>	<u>Response Due Date</u>
Rustin Banks Chief Rocklin Police Department 4080 Rocklin Rd. Rocklin, CA 95677	R1	October 1, 2022
Copies sent to: Marshall Hopper Chief Probation Officer Auburn Justice Center 2929 Richardson Drive, Suite B Auburn, CA 95603		
Joseph Netemeyer Assistant Chief Probation Officer Auburn Justice Center 2929 Richardson Drive, Suite B Auburn, CA 95603		
Eric Guerra Juvenile Detention Facility Manager Placer County Probation Juvenile Detention Facility 12260 B Ave. Auburn, CA 95603		



Truckee Tahoe Airport District

A Model Airport



Photo Credit: Norma J. Worley



Truckee Tahoe Airport District A Model Airport

Summary

The Truckee Tahoe Airport District (TTAD) is one of the largest special districts in Placer County. The 2021 annual budget for the TTAD was \$18.9 million. The major funding sources include property taxes, fuel sales, and federal aviation subsidies. Although all homeowners pay property taxes, not all residents utilize the airport.

The Placer County Grand Jury investigated the budgeting process of the TTAD and was particularly interested in how funds were utilized that were received via property taxes. We found that the funds received were directed appropriately. The TTAD utilizes a transparent budget process which provides multiple opportunities for citizens to share concerns and suggestions on potential uses of these funds.

Glossary

FAA: Federal Aviation Administration, a division of the Department of Transportation that inspects and rates civilian aircraft and pilots, enforces the rules of air safety, and installs and maintains air-navigation and traffic-control facilities.

Special District: A political subdivision of the state, established to provide a single public service within a specific geographic area.

Taxiway: A route along which an aircraft can taxi when moving to or from a runway.

Background

The Truckee Tahoe Airport District was established in 1958 by vote of the citizens within the TTAD itself, in accordance with the California Airport Districts Act. The TTAD straddles both Placer and Nevada Counties, as does the airport.

In 2011, the board of the TTAD, with input from the Airport Community Advisory Team (ACAT), instituted the TTAD Strategic Plan. This plan serves as the blueprint for how the airport will operate and is part of the overall master plan. The master plan was last updated in 2000 and will expire at the end of 2025.

The Truckee Tahoe Airport is managed by a general manager, has twenty-five full-time employees, and five seasonal employees. The general manager oversees a budget of approximately \$19 million and reports to the board of directors. The board is elected by the citizens within the Truckee Tahoe special district and consists of five members who serve four-year, alternating terms.

The board of directors for the TTAD meets monthly, on the third Wednesday of the month. Monthly meetings and agendas are posted on the TTAD website.

The Truckee Tahoe Airport District is the only airport in Placer County that receives property taxes. The other Placer County general aviation airports are Auburn and Lincoln.

These two airports are funded via services, fuel sales, and city taxes. There are eight airport special districts within California that receive property tax funding (see Appendix 1).

Methodology

The grand jury interviewed multiple persons involved in the governing of the airport. The jury also reviewed information available on the airport's user-friendly website. The website includes an independent auditor's report.

Discussion

Airport Community Team

The general manager established an Airport Community Team (ACT) as a monthly virtual public forum. The board of directors receives input from the ACT. The team's purpose is to gather interested airport users and district constituents to discuss items of public interest and provide information regarding activities and programs of TTAD. The ACT is meant to be a free flow of ideas and information among the district, airport users, and the general public. The ACT is intended to inform and advise on policy and is not intended to set policy of the district. Setting district policy is reserved for the board of directors. The ACT is a vehicle for the district to convey information to stakeholders and a means to receive, consider, and convey public comment and sentiment regarding topics of interest to the board of directors at their monthly meetings. Activities and information from the ACT forums are reported monthly to the board of directors.

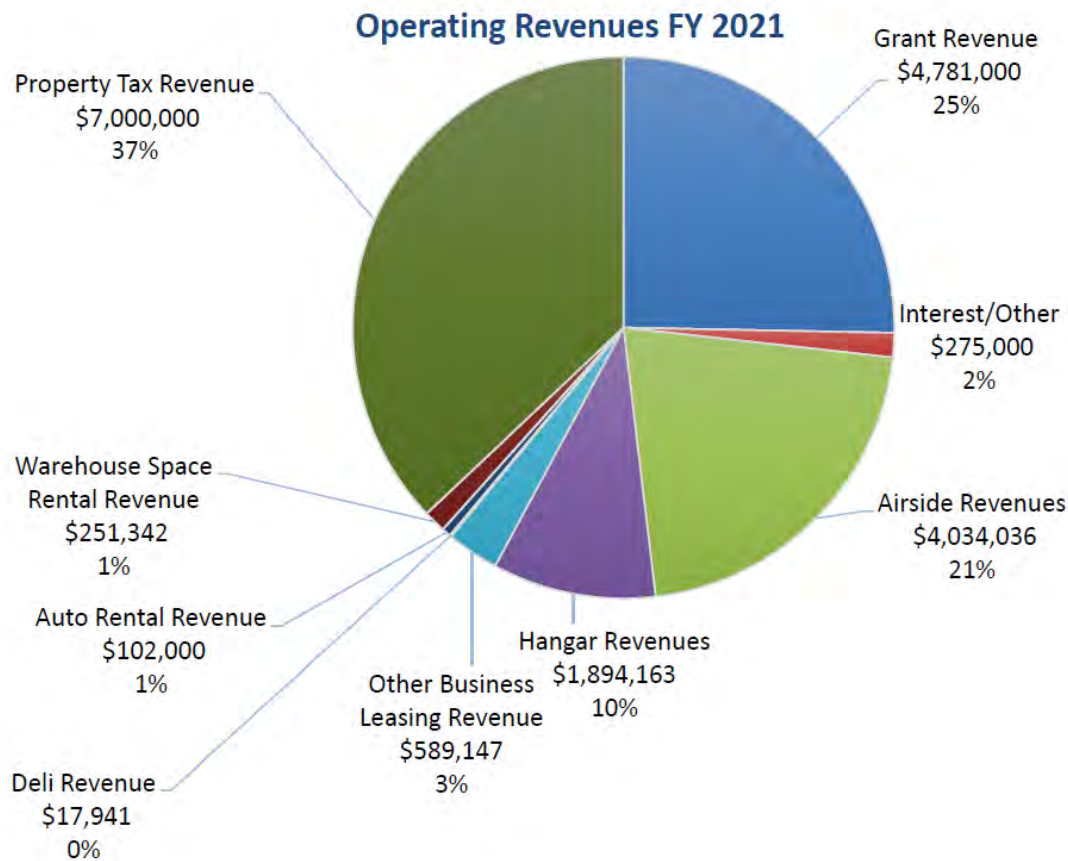


*Photo Credit:
Norma J. Worley*

Timeline and transparency of 2022 budget process

At the August 25, 2021 special meeting, the TTAD initiated the 2022 budget process. This workshop consisted of gathering input from management, the ACT, and the public. At the regular meeting on September 22nd, the TTAD had an extensive discussion about the budget. This particular meeting addressed jet fuel pricing, hangar rentals, and staff levels. At the October 27th regular meeting, the main focus was on the Revenue and Cost Allocation Study Report. This report focuses mainly on creating the airport's rates for services. At the regular meeting on December 1st, the board adopted the budget for the TTAD. The board scheduled an additional budget workshop in January 2022 to review more of the study and, if need be, vote to amend the budget at a regular board meeting. The board conducted the workshop to allow for more public comment and understanding of the Revenue and Cost Allocation Study Report.

The chart below represents the operating revenues for FY 2021:

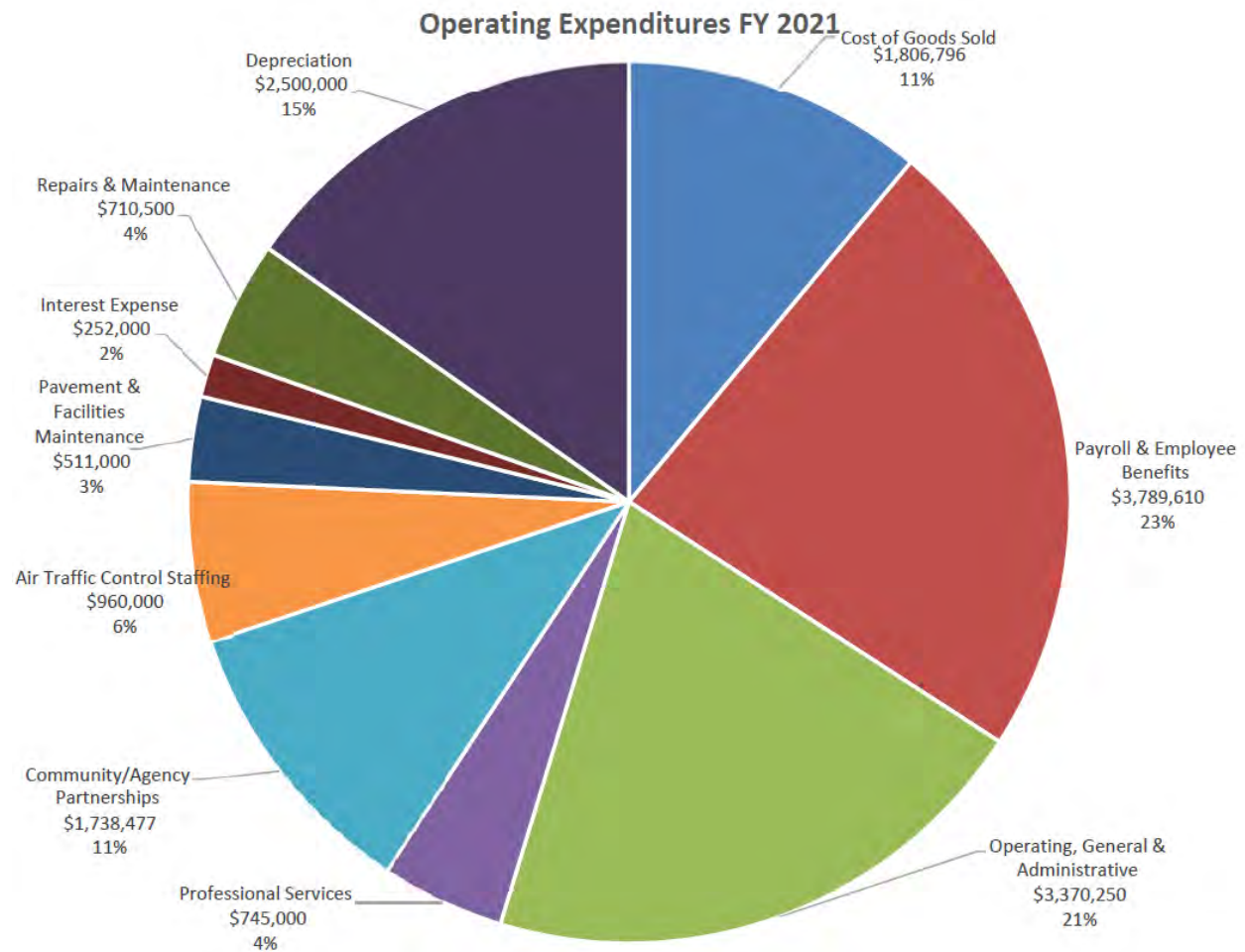


Source: FY 2021 Approved Budget

The three largest portions of revenue that the TTAD receives are:

- **Property tax revenue:** Received from taxpayers in both Placer and Nevada Counties. This money accounts for about 37 percent of the revenue for the airport. There is no requirement for these monies to be used for any specific purpose.
- **Grant revenues:** Received primarily from the FAA and constitutes about 25 percent of the operating revenue. The grant revenue from the FAA is specified to be used for airport infrastructure and maintenance projects.
- **Airside revenue:** Includes items such as jet fuel and transient use fees and makes up about 21 percent of the revenue for the airport.

The chart below represents the operating expenditures for FY 2021:



Source: FY 2021 Approved Budget

The three largest expenditures are:

- Payroll and employee benefits
- General operating costs including day-to-day operations, such as:
 - Annoyance reduction programs
 - Airport security and safety
 - Airshow
 - Equipment rental
 - Office lease
 - Grounds maintenance/landscaping
- Depreciation: buildings and equipment

In FY 2021 the board allocated 11 percent of the budget for community outreach/partnerships. The board of directors recognizes that property taxes received by the airport should benefit all residents not just pilots. Examples include multi-year commitments, such as the Tahoe Area Rapid Transit Free Fare Project, Lizzando Housing Project, Free Night Rider Service, and Highway 267 Year-Round Service. The board allocates these non-aviation related expenditures as recognition that not all taxpayers utilize the airport. During the annual budget process, citizens are allowed to make suggestions about how the funds should be distributed.

As noted earlier in this report, expenditures made using funds received from FAA grants are specified to be used for airport infrastructure and maintenance. These grant fund expenditures are not delineated as such in the actual airport expenditures, which could confuse the public (See Appendix 2).

Noise Abatement

The board of directors acknowledges that the noise created by arriving and departing aircraft is a concern to the community. As such, the board strives to be both an outstanding general aviation airport and a good neighbor. To help alleviate noise, the control tower implements low impact procedures and moves aircraft away from neighborhoods.

The current airport board has fielded many complaints concerning airport noise. One idea currently under consideration is the addition of a third runway, angled away from residential areas. Although some pilots have requested an increase in the number of hangers, the addition of hangars is not a priority to this board. According to persons interviewed, increasing the number of hangers would increase the number of planes utilizing the airport, resulting in a higher level of noise.

Fuel cost increases and positive effect on the budget

The airport staff is very sensitive to the market fluctuation of fuel costs. The board contracted with an external consultant to understand all the variables that should be included in jet fuel prices that they charge users. Airport management regularly adjusts prices according to market rates.

Conclusion

As a result of the grand jury's investigation, the jury determined the budgeting process of the TTAD was well managed and transparent. Effective management controls are in place to receive citizen comments and respond to citizen concerns.

Findings

The grand jury found that:

- F1:** Federal Aviation Administration-related grant expenditures are not easily identifiable in the budget documents.
- F2:** The budget expenditures and processes are appropriate, transparent, and well managed.
- F3:** The Truckee Tahoe Airport District has a professional management team and an effective board of directors.
- F4:** The airport board publicizes a budget calendar that spans over several months and is very open to public comment.
- F5:** The Truckee Tahoe Airport District is sensitive to citizen concerns regarding property tax usage.
- F6:** The Truckee Tahoe Airport District recognizes and continually addresses the importance of noise abatement.

Recommendations

The grand jury recommends that:

- R1:** By December 31, 2022, the Truckee Tahoe Airport District Board of Directors will enhance the budget provided to the public by delineating the usage of the Federal Aviation Administration grant revenue.

Request for Response:

Pursuant to Penal Code § 933.05, the Placer County Grand Jury requests a response from the following governing body:

	<u>Recommendations Requiring Response</u>	<u>Response Due Date</u>
Kathryn Rohlf President, Board of Directors Truckee Tahoe Airport District 10356 Truckee Airport Rd. Truckee, CA 96161	R1	September 1, 2022

Copies To:

Kevin Smith
General Manager
 Truckee Tahoe Airport
 10356 Truckee Airport Rd
 Truckee, CA 96161

Appendix 1

These are the eight special airport districts within California that receive property taxes:

- Big Bear Airport District
- Cameron Park Airport District
- East Kern Airport District
- Indian Wells Airport District
- Minter Field Airport District
- Santa Maria Public Airport District
- Truckee Tahoe Airport District
- Yucca Valley Airport District

Appendix 2:

FAA Grant Funding

The airport receives grants from the FAA, known as Airport Improvement Program (AIP) grants. According to the FAA, the AIP provides grants to public agencies for the planning and development of public-use airports that are included in the National Plan of Integrated Airport Systems (NPIAS).

Airport Improvement Program grants for planning, development, or noise compatibility projects are at or associated with individual public-use airports such as the Truckee Tahoe Airport. A public-use airport is an airport open to the public that also meets the following criteria:

- Publicly owned, or
- Privately owned but designated by FAA as a reliever, or
- Privately owned but having scheduled service and at least 2,500 annual enplanements⁷⁰.

Further, to be eligible for a grant, an airport must be included in the NPIAS. The NPIAS, which is prepared and published every 2 years, identifies public-use airports that are important to public transportation and contribute to the needs of civil aviation, national defense, and the postal service.

Finally, airports planning to acquire an AIP-funded Navigational Aids System and/or an Automated Weather Observing System must coordinate closely with the FAA Non-Federal Program, from the beginning of the planning process. Eligible projects include those improvements related to enhancing airport safety, capacity, security, and environmental concerns. In general, airports can get AIP funds for most airfield capital improvements or rehabilitation projects and in some specific situations, for terminals, hangars, and nonaviation development. Certain professional services that are necessary for eligible projects (such as planning, surveying, and design) can also be eligible⁷¹.

⁷⁰ The act or process of boarding an aircraft.

⁷¹ "Overview: What is AIP?" Federal Aviation Administration, <https://www.faa.gov/airports/aip/overview/>, Accessed April 15, 2022.

Continuity and Accountability

**Review of Placer County Grand Jury
Reports from 2020-2021**



Continuity and Accountability Review of Placer County Grand Jury Reports for 2020-2021

Summary

The primary duty of the Placer County Grand Jury is to investigate the functions of city and county government, schools, and special districts. Each year in June, the grand jury issues its final report which includes reports on inspections and investigations done during the term.

The report provides findings and recommendations for each investigation and inspection. Traditionally, a response report is issued in the November timeframe by the grand jury containing the responses from the investigated entities to their respective recommendations.

The 2021-2022 grand jury believes it is important to verify that the responses were compliant with Penal Code § 933.05, which outlines what each response is to include. The intent of this report is to confirm that entities comply with the penal code. The Placer County Grand Jury produced its first continuity report in June 2021. This is the grand jury's second continuity report.

Background

A continuity report is not required by the penal code. The grand jury reviews the responses and compiles the response report for publication. In a review of past Placer County Grand Jury final reports, it has been identified that several responses have not complied with Penal Code § 933.05. Since there has been no follow up to the responses, there has been no accountability for responding entities to comply with the penal code.

In previous years, the task of following up on responses that did not comply with the penal code has been taken on by the Placer County Grand Jurors' Association (PCGJA). This association is comprised of former grand jurors. Although the PCGJA assumed this task in the past, it has not been their focus in recent years. This resulted in many non-responsive recommendations not being addressed.

Methodology

The grand jury reviewed all the reports and responses to the 2020-2021 Placer County Grand Jury Final Report, which was published on June 16, 2021. The final report contained eight individual reports, with sixty-nine findings and forty-five recommendations. The current grand jury did not review nor have access to the prior grand jury's investigative evidence, which is confidential.

California Penal Code § 933.05

(emphasis added)

- (a) For purposes of subdivision (b) of Penal Code § 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
- (1) The respondent **agrees with the finding.**
 - (2) The respondent **disagrees wholly or partially with the finding; in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons, therefore.**
- (b) For purposes of subdivision (b) of Penal Code § 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
- (1) The recommendation **has been implemented**, with a summary regarding the implemented action.
 - (2) The recommendation **has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.**
 - (3) The recommendation **requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe** for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. **This timeframe shall not exceed six months from the date of publication of the grand jury report.**
 - (4) The recommendation **will not be implemented** because it is not warranted or is not reasonable, **with an explanation**, therefore.
- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.
- (d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.
- (e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.
- (f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

Discussion

After research on a topic has been completed, the grand jury determines what facts of the investigation or inspection have been discovered. What is a fact? According to the California Grand Jury Association (CGJA), facts are:

- objective (neutral, unbiased, and not judgmental),
- not subject to interpretation,
- precise and accurate – numbers, dates, amounts, etc., and
- verified – not raw evidence, such as hearsay.

Once the grand jury has determined the facts they have discovered, findings are developed. The grand jury's findings are listed in each report and may or may not lead to a recommendation. What is a finding? Per the CGJA, findings:

- contain a conclusion or value judgment,
- express approval or disapproval,
- show the need for action, and
- are clear and contain one main idea.

From the findings, recommendations are written, which are actions the grand jury concludes the investigated/inspected entities should implement. Recommendations should be SMART, meaning they must be **s**pecific, **m**easurable, **a**ctionable, **r**easonable, and **t**ime framed.

When the entities respond, they must follow Penal Code § 933.05, which specifically states what responses must include. The grand jury discovered that some of the respondents did not agree with several of the findings but did implement the recommendation the grand jury published.

The following charts provide the findings, recommendations, and responses to eight reports published by the Placer County Grand Jury in June 2021. Following each response in the charts is the 2021-2022 grand jury's evaluation of the response and its compliance with Penal Code § 933.05.

INDEPENDENT SPECIAL DISTRICTS AND THE LOCAL AGENCY FORMATION COMMISSION

Summary

California enacted Assembly Bill 2257, codified in California Government Code § 54954.2, requiring all legislative bodies, such as city councils, special districts, school districts, and boards of supervisors, to have a prominent direct link to their agenda on their website's homepage. Included in the bill were other specific requirements which became mandatory after January 1, 2019.

In September 2018, California Senate Bill 929 was passed. This bill also updated some requirements for special districts and took effect on January 1, 2020. This law requires that absent a resolution declaring hardship every independent special district "shall maintain an Internet Web site" that "shall clearly list contact information for the independent special district."

The grand jury investigated the special districts within the county for compliance with these laws. This report excludes any joint power authority located in, or associated with, Placer County as well as dependent special districts, non-profit, or County Service Area districts. For this report, the grand jury investigated only the thirty-eight independent special districts.

The grand jury found three districts did not have a website and one non-active district also did not have a website. California SB 929 went into effect on January 1, 2020 requiring each special district to have a website. Of the remaining thirty-four, only fourteen (41%) of the special districts were fully compliant as of March 2021. The grand jury recommends the non-compliant special districts update their websites to be in compliance with the law.

Key to abbreviations used in the following chart for respondents:			
AFD	Alta Fire Protection District	PCR	Placer County Resource Conservation District
ARD	Auburn Area Recreation & Parks District	PCW	Placer County Water Agency
CCD	Colfax Cemetery District	PHF	Placer Hills Fire Protection Agency
FUD	Foresthill Public Utility District	PMV	Placer Mosquito & Vector Control District
HGD	Heather Glen Community Services District	SLW	Sierra Lakes County Water District
LCD	Lincoln Cemetery District	SPF	South Placer Fire Protection District
LAF	Placer County LAFCo	TPU	Tahoe City Public Utility District
MVW	Meadow Vista County Water District	TCC	Tahoe City Cemetery District
MIW	Midway Heights County Water District	TFH	Tahoe Forest Hospital District
NFD	Newcastle Fire Protection District	TTA	Tahoe-Truckee Airport District
NSD	Northstar Community Services District	TRC	Tahoe Resource Conservation District
PFD	Penryn Fire Protection District	TTS	Tahoe-Truckee Sanitation District
		TRI	Talmon Resort Improvement District

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F1: Alpine Spring County Water, Auburn Cemetery, Auburn Valley Community Services, Christian Valley Park Community District Services, Donner Summit Public Utility, Foresthill Fire Protection, McKinney Water, Newcastle-Rocklin-Gold Hill Cemetery, North Tahoe Fire Protection, North Tahoe Public Utility, Olympic Valley Public Service, Roseville Cemetery, South Placer Municipal Utility, and Tahoe Resource Conservation Districts are in full compliance with AB 2257 and SB 929.					There was no recommendation associated with this finding.								No response was required from these entities.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F2: Heather Glen Community Services, Tahoe Forest Hospital, and Tahoe City Cemetery Districts do not have websites. They are non-compliant with both AB 2257 and SB 929.	TCC		TFH	HGD	R1: By September 1, 2021, Heather Glen Community Services, Tahoe Forest Hospital, and Tahoe City Cemetery Districts create websites to be compliant with AB 2257 and SB 929.		HGDT FD					TCC	Tahoe Forest Hospital District provided a compliant response but did respond that this recommendation has already been implemented. Tahoe City Cemetery District provided a compliant response and replied that this recommendation will not be implemented because they do not have staff to create or maintain a website. Heather Glen did not provide a compliant response, as they did not respond to the findings but they did note the recommendation has been implemented. These websites have been viewed. Heather Glen and Tahoe Forest Hospital now have websites and are compliant. Tahoe City Cemetery District does not yet have an independent website.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F3: Three districts, Colfax Cemetery, Penryn Fire Protection, and Talmont Resort Improvement Districts are non-compliant with AB 2257. They do not have a prominent, direct link to their current agenda; agendas are not searchable or downloadable.		PFD	CCD	TRI	R2: By September 1, 2021, Colfax Cemetery, Penryn Fire Protection, and Talmont Resort Improvement Districts update their website so they have a prominent, direct link to the current agenda and the agenda is searchable and downloadable to be compliant with AB 2257.		PFD TRI					CCD	Penryn Fire District provided a compliant response and responded that this recommendation has already been implemented. Colfax Cemetery District provided a compliant response and said this recommendation was not reasonable for them, as they do not have an independent web site. Talmont did not provide a response to F3, but did provide a compliant response to R2, noting that recommendation had already been implemented. These websites have been viewed. Colfax Cemetery District does not yet have an independent web site. Penryn has a website, but as of this viewing, the link was not to the current agenda but instead a schedule of upcoming board meetings. Talmont's website is compliant.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F4: Alta Fire Protection, Auburn Area Recreation & Park, Foresthill Public Utility, Lincoln Cemetery #1, Meadow Vista County Water, Midway Heights County Water, Newcastle Fire Protection, Northstar Community Services, Penryn Fire Protection, Placer County Resource Conservation, Placer County Water Agency, Placer Hills Fire Protection, Placer Mosquito & Vector Control, Sierra Lakes County Water, South Placer Fire Protection, Suburban Pines Community Services, Tahoe City Public Utility, Tahoe-Truckee Airport, Tahoe-Truckee Sanitation, and Talmont Resort Improvement Districts do not have a prominent, direct link to the current agenda on the home page of their website.	FUD LCD NFP NSD PCR PHF PMV SPF SLW TPU TTA TTS		MVW PCW	AFD ARD MIHW	R3: By September 1, 2021, Alta Fire Protection, Auburn Area Recreation & Park, Foresthill Public Utility, Lincoln Cemetery #1, Meadow Vista County Water, Midway Heights County Water, Newcastle Fire Protection, Northstar Community Services, Placer County Resource Conservation, Placer County Water Agency, Placer Hills Fire Protection, Placer Mosquito & Vector Control, Sierra Lakes County Water, South Placer Fire Protection, Tahoe City Public Utility, Tahoe-Truckee Airport, and Tahoe-Truckee Sanitation Districts create a prominent, direct link from their home page to their current agenda as required by AB 2257.		AFD ARD FUD LCD MVD NFP NSD PCR PHF PMV SPF SLW TPU TTA TTS					PCW	Foresthill Public Utility, Lincoln Cemetery #1, Meadow Vista County Water, Newcastle Resource Conservation, Northstar Community Services, Placer Resource Conservation District, Placer Hills Fire Protection, Placer Mosquito & Vector Control, Sierra Lakes County Water, South Placer Fire Protection, Suburban Pines Community Services, Tahoe City Public Utility, Tahoe-Truckee Airport, and Tahoe-Truckee Sanitation Districts provided compliant responses and responded that this recommendation has already been implemented. Midway Heights County Water District provided a compliant response, noted this recommendation has been implemented and also disputes the requirement that the website be on a separately hosted agenda management platform.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
					R3 (continued):								Placer County Water District provided a compliant response but disagrees with the grand jury regarding a requirement to have an integrated agenda management platform. Suburban Pines, Talmont Resort Improvement, and Penryn Fire Protection Districts were not required to respond. Alta Fire provided a compliant response noting the recommendation had been implemented. Auburn Area Recreation & Park District did not provide a compliant response as they did not indicate agreement or disagreement with the findings, nor did they indicate their implementation of the recommendation. These websites have been viewed and all were compliant as of this viewing, except the following districts: Midway Heights, Placer Hills Fire, and Placer Mosquito & Vector Control Districts' websites contained links to previous agenda, rather than the current meeting agenda. Newcastle Fire has a board meeting calendar but no links to their current agenda.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F5: The LAFCo website, which is hosted by Placer County, is difficult to locate. Placer County LAFCo does not have an independent website.	LAF				R4: By September 1, 2021, Placer County LAFCo will establish and manage their own up-to-date website.				LAF				Placer County LAFCo provided a compliant response. While LAFCo agrees with this recommendation, the timeframe is not realistic. LAFCo needs to be fully staffed with a web designer to comply.
F6: A lack of consistency in independent special district websites makes locating similar information difficult and time consuming for the user.					F5: By September 1, 2021, Placer County LAFCo will establish and manage their own up-to-date website.								Placer County LAFCo believes this is a duplicate recommendation.
F7: Placer County LAFCo does not have an up-to-date listing of the independent special districts with contact information.		LAF	LAF		R6: By September 1, 2021, Placer County LAFCo will establish a plan for each independent special district to update their contact and board information on a yearly basis each January, beginning in January 2022. The document with the information will be placed on the LAFCo website.				LAF				Placer County LAFCo provided a compliant response. While LAFCo agrees that regular updates should be done, much of the information comes in throughout the year. Staff is in process of preparing updates, but having an updated website will be a great help.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F8: Suburban Pines Community Services District is a non-active district.		LAF	LAF		R7: By September 1, 2021, Placer County LAFCo will take the necessary steps to dissolve Suburban Pines Community Services District and incorporate the maintenance of the six fire hydrants to another entity.				LAF				Placer County LAFCo provided a compliant response. Suburban Pines consists of maintaining six fire hydrants and cannot be dissolved until a successor agency can be identified to maintain the hydrants.
F9: Placer County LAFCo does not keep records of the ethics training, completed by board members of the districts they oversee.	LAF				R8: By September 1, 2021, Placer County LAFCo will establish and maintain a list of the ethics training completed by each independent special district board member.							LAF	Placer County LAFCo provided a compliant response. Each agency is required to keep their own list of ethics training completed. It is not reasonable to recommend Placer County LAFCo to maintain a duplicate list of this training.
F10: Colfax Cemetery, South Placer Fire Protection, and Tahoe Resource Conservation District websites do not comply with SB 929.			CCD		R9: By September 1, 2021, Colfax Cemetery District will add contact information to its web site to be compliant with SB 929.							CCD	Colfax Cemetery District provided a compliant response and said this recommendation was not reasonable for them, as they do not have an independent web site.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F10 (continued): Colfax Cemetery, South Placer Fire Protection, and Tahoe Resource Conservation District websites do not comply with SB 929.	SPF				R10: By September 1, 2021, South Placer Fire Protection District will add a contact email address to its website to be compliant with SB 929.		SPF						South Placer Fire Protection District provided a compliant response. This recommendation has been implemented. South Placer's website has been viewed and it does now contain a clickable email address.
F10 (continued): Colfax Cemetery, South Placer Fire Protection, and Tahoe Resource Conservation District websites do not comply with SB 929.		TRC			R11: By September 1, 2021, Tahoe Resource Conservation District will list their board members on its website.		TRC						Tahoe Resource Conservation District provided a compliant response. This recommendation has been implemented. Tahoe Resource Conservation's website has been viewed and it does contain a link to a list of its board members.

LACK OF COMMUNICATION AND TRANSPARENCY IN HOUSING THE HOMELESS OF PLACER COUNTY

Summary

Homelessness in California, as well as Placer County, is no longer confined to the big cities. It is in both urban and rural communities across the state which impacts local resources.

Homelessness is closely connected to declines in physical and mental health; homeless persons experience high rates of health problems. Health problems among homeless persons result from various factors, such as lack of access to adequate food and protection, and limited resources and social services.

The grand jury recognizes there are many types of housing and programs used by county, state, and federal governments to house the homeless. However, this report focuses only on the Placer County Whole Person Care Pilot program. Some Placer County citizens have been critical and outspoken regarding a lack of communication and transparency by the Placer County Board of Supervisors regarding the Placer County Whole Person Care Pilot program. A perceived lack of oversight provided by Placer County Health and Human Services of the Placer County Whole Person Care Pilot program was also a concern raised by citizens. In addition to communication and transparency, there have been questions and concerns that reference the perceived improper use and efficacy of funds awarded to nonprofit organizations selected to provide housing for the Placer County homeless and mentally ill.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F1: Placer County Health and Human Services is not adhering to their own "Building a Healthier Community Together 2019-2021 Strategic Plan" regarding communication and transparency.		X	X		R1: By October 1, 2021, Placer County Health and Human Services will review their own "Building a Healthier Community Together 2019-2021 Strategic Plan" for compliance in all aspects of transparency and communication with the public.	X	X						Placer County Health and Human Services has provided a compliant response. This recommendation has been implemented.
F2: Placer County Health and Human Services does not have a policy to ensure that strategic plans involving housing the homeless population, communication, and transparencies are reviewed annually for compliance by all divisions and departments.		X	X		R2: By October 1, 2021, Placer County Health and Human Services will create a written policy to ensure that all future programs involving housing the homeless population include a required annual review for compliance with communication and transparency.	X	X						Placer County Health and Human Services has provided a compliant response. This recommendation has been implemented.
F3: No Placer County general funds were used to purchase any permanent supportive housing homes documented in this report.	X				There was no recommendation associated with this finding.								

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F4: Placer County Health and Human Services has no single division or department charged with overseeing all county homeless programs.	X				R3: By January 1, 2022, Placer County Health and Human Services will take steps to add a division or reorganize the department, to create a single designated division to manage all homeless programs in the county.				X				Placer County Health and Human Services has provided a compliant response. This recommendation requires further analysis. Due to the complexity of this recommendation, a timeline for follow up is unknown at this time.
F5: The agencies, both public and nonprofit, elected not to disclose home purchases until after client move-in to exclude community input.		X	X		There was no recommendation associated with this finding.								
F6: The Gathering Inn and Advocates for Mentally Ill Housing, Inc. did not openly communicate with the neighborhood residents prior to the purchase of the homes pursuant to contracts SCN102104 and SCN102143.		X	X		R4: By October 1, 2021, Placer County Health and Human Services will verify that The Gathering Inn and Advocates for Mentally Ill Housing, Inc. have initiated open communication with neighbors surrounding all permanent supportive homes, as required by their contract.			X					Placer County Health and Human Services has provided a compliant response. The recommendation has not been implemented but will be implemented in the near future and before October 1, 2021.

Finding					Recommendation								Response
	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond		Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	
F7: The county did not effectively communicate that the permanent supportive housing for six or fewer residents is permitted in all zones allowing residential use.		X	X		There was no recommendation associated with this finding.								
F8: The number of calls to law enforcement about Placer County Whole Person Care Pilot program houses were much lower than perceived by the public.	X				There was no recommendation associated with this finding.								
F9: The funding received for the housing program provided homes to thirty-five county citizens.		X	X		There was no recommendation associated with this finding.								

LINCOLN REGIONAL AIRPORT

Summary

Over the last twenty years, the Lincoln Regional Airport (LRA) has struggled financially under city ownership and the current operating model. Following the audit by the State of California Joint Legislative Audit Committee, the City of Lincoln acknowledged the airport's annual deficit. To correct this deficit, the city agreed to fund the airport with a formal interfund loan. In the future, the LRA must substantially increase the earnings of the two primary revenue streams, hangar rentals and fuel sales.

The grand jury determined that no one in LRA operations, management, or city leadership has a background in airport management nor experience in aviation, marketing, sales, or airport business development. City management has been reluctant to address this lack of expertise because of the potential cost. As a result of not addressing this critical need, the airport operates at a substantial annual deficit, financially and structurally.

An airport master plan represents a blueprint of an airport's current, intermediate, and long-term infrastructure development. Perhaps the most serious oversight of Lincoln's approach to the management of the LRA is having no current master plan documents since the 2007 Lincoln Regional Airport Master Plan.

The grand jury interviewed other regional aviation managers to determine if it is typical for an airport to be in debt to a city or county's general fund. Typically, indebtedness is periodic and short-term in nature, such as capital payments due before receiving grant funds from other government entities. However, LRA's indebtedness to the general fund is structural and long term and is outside standard fiduciary practices.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F1: The Lincoln Regional Airport does not have a general aviation manager nor does any city management professional responsible for the airport have an aviation management background.				X	R1: By October 1, 2021, the City of Lincoln will complete and adopt a feasibility study to evaluate hiring a general aviation manager with aviation management experience and/or American Association of Airport Executives certification.						X	X	The City of Lincoln did not provide a compliant response. No response was provided for the finding. Per City of Lincoln, there is insufficient revenue to support a full time manager. The city does not believe such a position is necessary.
F2: The Lincoln Regional Airport does not have ongoing efforts to evaluate the airport's competitiveness in the marketplace and maximize revenue opportunities, such as fuel pricing and development of vacant airport land.				X	R2: By October 1, 2021, the City of Lincoln will review current airport leases for opportunities to increase rents to the maximum amount allowable by the terms of the contracts until rentals reflect market value.						X	X	The City of Lincoln did not provide a compliant response. No response was provided for the finding. Per City of Lincoln 2019 market survey, their rates and leases have been adjusted and do not require further adjustment.
F3: The Lincoln Regional Airport does not have a separate audited annual financial report for the airport operation as an Enterprise Fund requires.				X	R3: By October 1, 2021, the City of Lincoln will produce a separate audited annual financial report for the airport operation as an Enterprise Fund requires.						X	X	The City of Lincoln did not provide a compliant response. Per City of Lincoln, this recommendation is not consistent with accounting principles and there is no reason to conduct a separate audit.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F4: An updated version of the Lincoln Regional Airport Master Plan of 2007 has not been published.				X	R4: By October 1, 2021, the City of Lincoln will publish an updated Lincoln Regional Airport Master Plan to include a blueprint of the airport's current, intermediate, and long-term infrastructure development, as well as a financial plan supporting a sustainable revenue stream commensurate with the capital expenditures necessary for planned airport evolution.		X						The City of Lincoln did not provide a compliant response. No response was provided for the finding. Per City of Lincoln, this recommendation was already implemented as part of its annual capital improvement process completed in coordination with the FAA. The City of Lincoln has published a report entitled "Airport Layout Plan Update Narrative Report" which is available online.
F5: The Lincoln Regional Airport fuel prices are not regularly adjusted to market prices.				X	R5: By October 1, 2021, the City of Lincoln will implement weekly fuel price adjustments reflecting current market rates.						X	X	The City of Lincoln did not provide a compliant response. No response was provided for the finding. Per City of Lincoln, fuel prices will only be adjusted when fuel is purchased, which occurs infrequently.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F6: The Lincoln Regional Airport loan agreement of \$4.95 million from the City of Lincoln General Fund formalizes repayment of past operating deficits with a sixty-year repayment schedule.				X	R6: By October 1, 2021, the City of Lincoln will evaluate and restructure the Lincoln Regional Airport's 60-year loan amortization to align with the physical, functional, and economic obsolescence of airport infrastructure and equipment.						X	X	The City of Lincoln did not provide a compliant response. No response was provided for the finding. Per City of Lincoln, the airport's interfund loan is consistent with the city's interfund loan policy, legal revenue restrictions and requirements and was thoroughly vetted by legal counsel, the State of CA's Joint Legislative Audit Team, staff and city counsel.
F7: The City of Lincoln does not perform a regular evaluation of the airport's fuel sales contract.				X	R7: By October 1, 2021, the City of Lincoln will solicit competitive bids for airport fuels, contracts, and services.						X	X	The City of Lincoln did not provide a compliant response. No response was provided for the finding. Competitive bids have been solicited twice within last 5 years and vendors indicated Lincoln doesn't sell enough fuel for the airport fueling to be a viable private business opportunity. Also, Lincoln currently receives full sale related revenue in excess of what would be received from a fuel flowage fee and/or lease of the fuel system.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F8: The Lincoln Regional Airport management staff have no relationships with airport related industry associations or professional development organizations that provide updates to industry best practices.				X	R8: By October 1, 2021, the City of Lincoln will identify common airport related industry associations and professional development programs to expand and enhance vendor relationships, recruitment, and develop industry best practices.						X	X	The City of Lincoln did not provide a compliant response. No response was provided for the finding. City of Lincoln currently participates in Association of CA Airports and National Business Aviation Association. Conferences have not been held recently due to pandemic.
F9: The Lincoln Regional Airport has no airport emergency plan, safety program, or first responder emergency training exercises.				X	R9: By October 1, 2021, the City of Lincoln shall implement plans and policies for safety and emergency response training drills at the Lincoln Regional Airport.						X	X	The City of Lincoln did not provide a compliant response. No response was provided for the finding. Per City of Lincoln, responses to major emergencies at the airport are carried out pursuant to Lincoln's Emergency Operations Plan which addresses roles and responsibilities during an emergency response.

PUBLIC LIBRARIES OF PLACER COUNTY: A RESOURCE FOR ALL

Summary

Throughout history, libraries and their accumulated knowledge have improved our communities, strengthened literacy, and even helped shape our civilization. Over 2000 years ago, the Great Library of Alexandria, Egypt, collected and held the bulk of the knowledge of the known world. Libraries have propelled intellectual growth, broadened shared understanding, and encouraged new discovery. This is still true of libraries today. In 1995, Walter Cronkite said, "Whatever the cost of our libraries, the price is cheap compared to that of an ignorant nation."

The 2020-2021 Placer County Grand Jury agreed with this sentiment and sought to understand the current status of the various library systems located within the county. There are fourteen public libraries located in Placer County. The county operates its own public library system, consisting of nine branches. Additionally, there are municipally operated libraries in Loomis, Lincoln, and Roseville, which has three branches.

While each library has its own issues and concerns, a common denominator this year was the coronavirus pandemic (COVID-19). The COVID-19 restrictions on the function and operation of each library were frustrating to both the public and the library staff. In a typical year, however, funding is the most pressing need for each system. With sufficient funding, budget concerns such as adequate staffing and public outreach could be addressed.

The grand jury is impressed by the state of the libraries in Placer County. The libraries are staffed by knowledgeable, dedicated, and passionate employees. Although there are areas for improvement, all the libraries in Placer County fulfill their intended purpose. They provide both learning opportunities and personal enrichment to their patrons and up-to-date services via user friendly and accessible technology.

Key to abbreviations used in the following chart for respondents:				
BoS	Placer County Board of Supervisors		P	Placer County Library
Li	Lincoln Public Library		Lo	Loomis Library and Community Learning Center
R	Roseville Public Library			

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F1: All the libraries in Placer County provide similar basic services to their patrons, including resource lending, computer use, and programming for children and adults.	P R Li Lo BoS				There was no recommendation associated with this finding.								All the libraries in Placer County and the Placer County Board of Supervisors agree with this finding.
F2: The Placer County Library system would benefit from increased promotion and community outreach to increase both membership and public awareness of library services.	P BoS				R1: By January 1, 2022, Placer County Library will develop a promotion and outreach plan to increase membership and circulation.			P					Placer County Library provided a compliant response. Their response indicated the recommendation would be implemented beginning in December 2021.
F3: A citizen of Placer County who wishes to borrow across all county library systems must have four separate library cards.	P R Li Lo BoS				R2: By January 1, 2022, Placer County Library, Roseville Public Library, Lincoln Public Library, and Loomis Library and Community Learning Center will work together to develop a single county-wide library card.							P R Li Lo	Placer County, Roseville, Lincoln and Loomis libraries all provided compliant responses. The responses all indicated this recommendation was discussed among all four library systems and will not be implemented due to the costs of implementation. All library systems have indicated a commitment to pursuing additional interlibrary cooperation in the future.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F4: The Placer County Library, Roseville Public Library, and Lincoln Public Library have websites that are incorporated into their respective county/city websites.	P R Li BoS				R3: By November 1, 2021, Placer County Library, Roseville Public Library, and Lincoln Public Library will each develop and manage their own independent website.			P				R	Placer County Libraries provided a compliant response, indicating this recommendation will be implemented beginning December 2022 if sufficient funding is available. Roseville Public Library and Lincoln Public Library also provided a compliant response, which indicated this recommendation will not be implemented as it is not warranted or reasonable.
F5: The Placer County Library and Roseville Public Library do not own their own web domains separate from their county/city-managed website.	P R Li BoS				R3 Continued: By November 1, 2021, Placer County Library, Roseville Public Library, and Lincoln Public Library will each develop and manage their own independent website.			P				R Li	Placer County Libraries provided a compliant response, indicating this recommendation will be implemented beginning December 2022 if sufficient funding is available. Roseville Public Library and Lincoln Public Library also provided a compliant response, which indicated this recommendation will not be implemented as it is not warranted or reasonable.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F6: The Placer County Library system's nine branches serve approximately half of the population of Placer County and over 95 percent of the county's total territory, resulting in branches over ninety-five miles apart, which strains the library's current staffing resources.	P BoS				There was no recommendation associated with this finding.								
F7: Placer County Library system faces greater staffing challenges compared to the other library systems, especially considering the number of branches, territory covered, and that 25 percent of their allocated headcount is used for administrative support.	P BoS				R4: By October 1, 2021, Placer County Library will conduct an internal review to determine appropriate staffing levels, present a report on their findings to the Placer County Board of Supervisors, and post the report on the Placer County Library website.		P BoS						Placer County Libraries and the Placer County Board of Supervisors provided compliant responses. Both responses indicate this recommendation has already been implemented in the traditional budgeting process and an independent consultant will be sourced.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F7 Continued: Placer County Library system faces greater staffing challenges compared to the other library systems, especially considering the number of branches, territory covered, and that 25 percent of their allocated headcount is used for administrative support.	P BoS				R5: By January 1, 2022, the Placer County Board of Supervisors will review the Placer County Library staffing report and take appropriate action.		BoS						Placer County Board of Supervisors provided a compliant response. This recommendation has been implemented. The Library Administration was able to present their staffing and budgetary needs to the County Executive's fiscal team for their consideration in the FY 2021-22 budget creation. CEO staff makes recommendation to the Board of Supervisors.
F8: Placer County Library system does not produce a newsletter or utilize other means of regular communication with its patrons.	P BoS				There was no recommendation associated with this finding.								
F9: Roseville Public Library system is consolidated within the Parks & Recreation Department.	R				There was no recommendation associated with this finding.								
F10: In the fall of 2021, Lincoln Public Library will be operating as the school library for Twelve Bridges High School as well as the public library.	Li				There was no recommendation associated with this finding.								

Finding					Recommendation								Response
	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond		Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	
F11: Loomis Library and Community Learning Center provides innovative services to their patrons including a seed library and makerspace for children.	Lo				There was no recommendation associated with this finding.								
F12: Due to the incident in 2019, the Placer County Library system has recently taken a more complete and up-to-date approach to handling security at all locations.	P				There was no recommendation associated with this finding.								

PLACER COUNTY JUVENILE DETENTION FACILITY: ANNUAL INSPECTION REPORT 2020-2021

Summary

The Placer County Grand Jury is responsible for inquiring into the conditions of all public detention facilities, as authorized by California Penal Code § 919(b). The grand jury completed an inspection of the Placer County Juvenile Detention Facility (PCJDF) on December 1, 2020, with coronavirus pandemic (COVID-19) restrictions in place. The grand jury found the PCJDF to be secure and well-maintained, with dedicated, knowledgeable, and helpful staff.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F1: The Placer County Juvenile Detention Facility is appropriately staffed with knowledgeable and well-trained personnel.	X				There was no recommendation associated with this finding.								
F2: The youths at the facility are provided appropriate programs and educational opportunities, despite COVID-19 restrictions.	X				There was no recommendation associated with this finding.								

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F3: The implementation of the Placer Youth Center pilot program has been placed on hold due to the pandemic and is expected to be beneficial when COVID-19 restrictions are lifted.	X				There was no recommendation associated with this finding.								
F4: While initial funding was provided for the Placer Youth Center program, ongoing funding is necessary for its success.	X				R1: By September 1, 2021, the Placer County Board of Supervisors commit to funding the Placer Youth Center in future budgets.		X						The Placer County Board of Supervisors provided a compliant response. The FY 2021-2022 adopted budget includes the funding for the Placer Youth Center program and is planned to be included in future year's budgets as well.

PLACER COUNTY JAILS AND HOLDING FACILITIES: INSPECTION REPORT 2020-2021

Summary

This report summarizes the Placer County Grand Jury inspections of four holding facilities and three Placer County jails.

The grand jury investigated the booking and jail services contract between Nevada and Placer Counties for the Placer County Sheriff's Tahoe Substation.

The grand jury found the inspected jails and holding facilities to be secure, orderly, and well-run.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F1: The Placer County Sheriff's Office has mitigated the overnight detention issue at the Tahoe Substation through their contract with Nevada County.	X				There was no recommendation associated with this finding.								
F2: The cost to use the Tahoe Substation for overnight holdings would exceed the current contract for jail services provided by Nevada County.	X				There was no recommendation associated with this finding.								

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F3: The average booking fee at the Nevada County Truckee Jail for the 2019-2020 fiscal year was \$3,382.32 per arrestee.	X				There was no recommendation associated with this finding.								
F4: Placer County Sheriff's Tahoe Substation is a dilapidated building that cannot be improved economically for services as a certified jail.	X				There was no recommendation associated with this finding.								
F5: In 2019, the Placer County Board of Supervisors allocated funds for the proposed Tahoe Justice Center, with construction starting in 2024/2025.	X				R4: The Board of Supervisors will commit to following the timeline for the completion of the Tahoe Justice Center by 2024/2025.			X					The Placer County Board of Supervisors provided a compliant response. The recommendation will not be implemented as stated. The project is on the capital improvement list and is in the design phase now with completion set for 2026.
F6: Environmental and budgetary concerns are factors affecting construction progress of the Tahoe Justice Center.	X				There was no recommendation associated with this finding.								

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F7: The security camera system at the Auburn Historic Courthouse facility is inadequate.	X				R1: By September 1, 2021, the court administrative officer and county executive officer will complete an evaluation of the security camera system at the Auburn Historic Courthouse.			X					The court administrative officer and county executive officer provided compliant responses. The recommendation will be implemented but neither the court administrative officer nor county executive officer will be involved in the evaluation of the security camera system.
F7: The security camera system at the Auburn Historic Courthouse facility is inadequate.	X				R2: By October 1, 2021, the court administrative officer and county executive officer will present to the Board of Supervisors a request for funding to replace poorly functioning security cameras and add cameras in key locations at the Auburn Historic Courthouse.		X						The court administrative officer and county executive officer provided compliant responses. The recommendation will be implemented but neither the court administrative officer nor county executive officer will be involved in the evaluation of the security camera system.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F7: The security camera system at the Auburn Historic Courthouse facility is inadequate.	X				R3: By March 1, 2022, the court administrative officer and county executive officer will oversee the new security camera system installation at the Auburn Historic Courthouse.		X						The court administrative officer and county executive officer provided compliant responses. The recommendation will be implemented but neither the court administrative officer nor county executive officer will be involved in the evaluation of the security camera system.

PREPAREDNESS OF PLACER COUNTY FOR THE NOVEMBER 2020 GENERAL ELECTION

Summary

In these unprecedented times of COVID-19, the State of California took steps to ensure every citizen could safely vote in the November 2020 general election. The passing of Assembly Bill 860 and Senate Bill 423 made California a vote-by-mail state for the upcoming election. The grand jury investigated the Placer County Elections Office and their readiness to conduct a vote-by-mail election and report the changes being made to ensure a successful election.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F1: Placer County Elections staff are committed to ensuring that registered voters have the opportunity to vote and all ballots are properly collected, counted, and secured.	X				R1: Placer County Elections staff should develop additional processes for maintaining the accuracy of the voter rolls.	X	X						Placer County Elections provided a compliant response. This recommendation has already been implemented and will continue to be an area for ongoing improvements.
F2: Placer County Elections Office is complying with the requirements of SB 423 and AB 860.	X				There was no recommendation associated with this finding.								
F3: Placer County Elections Office staff works with other public agencies to support the election.	X				There was no recommendation associated with this finding.								

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F4: Placer County Elections staff have planned, developed processes, and invested in supplies to safeguard the health and safety of both voters and poll workers.	X				There was no recommendation associated with this finding.								
F5: There has been an expansion from three days to seventeen days for the collection, verifying, and counting ballots.	X				There was no recommendation associated with this finding.								
F6: Ballots are collected, verified, and counted beginning October 5, 2020, but are not tabulated until November 3 after 8:00 p.m.	X				There was no recommendation associated with this finding.								
F7: If voting in person, individuals will have four days to vote at a Voter Service Center, instead of just one day at a precinct.	X				There was no recommendation associated with this finding.								
F8: Lake Tahoe voters using the US Postal Service could have their ballots delayed getting to the Auburn Elections Office.	X				There was no recommendation associated with this finding.								

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F9: Voters placing a stamp on their return ballot envelope could have their ballots delayed getting to the Auburn Elections Office.	X				There was no recommendation associated with this finding.								
F10: There will be additional drop box locations for the public to return their vote-by-mail ballots if they choose not to use the US Postal Service.	X				There was no recommendation associated with this finding.								
F11: The live real-time connection between the VSC locations and the voter registration database has not been previously used.	X				There was no recommendation associated with this finding.								
F12: The full cost for the November 2020 election is unknown.	X				R2: By March 1, 2021, the Placer County Registrar of Voters will provide to the 2020-2021 Placer County Grand Jury a written summary that documents all costs associated with the November 2020 general election.			X					Placer County Registrar of Voters provided a compliant response. This recommendation has not been implemented but will be implemented in the future. Vendor receipts have been submitted so documented costs for November 2020 election will be submitted by March 1, 2021.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F13: As a result of SB 423 and AB 860, Placer County Elections Office has developed many new processes. The efficacy of these processes will not be known fully until after the November 2020 election.	X				R3: By March 1, 2021, the Placer County Registrar of Voters will provide the 2020-2021 Placer County Grand Jury a written debrief of issues/problems encountered during the November 2020 general election as well as what the department did to resolve the issues/problems and what the department has learned from this experience, both positive and negative.			X					Placer County Registrar of Voters provided a compliant response. This recommendation has not yet been implemented because as of yet, staff has not had time to examine all of the challenges that arose during the November 2020 election, but should be able to provide by July 2021.

Continuity and Accountability: Review of Placer County Grand Jury Reports from 2019-2020

Summary

The primary duty of the Placer County Grand Jury is to investigate the functions of city and county government, schools, and special districts. Each year in June, the grand jury issues its final report which includes reports on inspections and investigations done during the term.

The report provides findings and recommendations for each investigation and inspection. Traditionally, a Response Report is issued in the November timeframe by the grand jury containing the responses from the investigated entities to their respective recommendations.

The 2020-2021 grand jury believes it is important to verify that the responses were compliant with Penal Code § 933.05, which outlines what each response is to include. The intent of this report is to confirm that entities comply with the Penal Code. The Placer County Grand Jury has not produced a continuity report in the past.

Finding	Agree with Finding				Recommendation	Agree with Recommendation				Response
	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond		Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	
F1: Placer County Grand Jury has not written a continuity report in previous years.					R1: Future Placer County Grand Juries shall continue to produce a continuity report each year.					2021-2022 Placer County Grand Jury is preparing a continuity report for the current term.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
F2: Five responses were not compliant with Penal Code § 933.05.					R2: Future Placer County Grand Juries should follow up with any response that is not compliant with Penal Code § 933.05.								2021-2022 Placer County Grand Jury has followed up on non-compliant responses.
					R3: Future Placer County Grand Juries should require respondents whose response is found to be non-compliant with Penal Code § 933.05 to provide the grand jury with an updated response that is compliant.								2021-2022 Placer County Grand Jury has followed up on non-compliant responses.
					R4: By September 4, 2021, Rocklin School District will respond to the recommendation from the 2019-2020 report with a response that is compliant with Penal Code 933.05.	X	X						Rocklin School District provided a compliant response and has implemented the recommendation.
					R5: By September 1, 2021, Placer County Sheriff will respond to the two recommendations from the 2019-2020 report with responses that are compliant with Penal Code § 933.05.			X					Placer County Sheriff's Office did not provide a compliant response. While they have not yet implemented the recommendations, they plan to do so in the future, but did not provide an implementation date.

Finding	Agree with Finding	Disagree Partially with Finding	Disagree Completely with Finding	Did Not Respond	Recommendation	Agree with Recommendation	Implemented Recommendation	Will be Implemented with Date	Further Study Needed	Funding Needed	Do Not Agree	Will Not Implement	Response
					R6: Placer County Board of Supervisors will provide an updated timeline for the Tahoe Justice Center Construction by September 1, 2021.	X	X						Placer County Board of Supervisors provided a compliant response, advising that the recommendation was implemented on June 22, 2021, when the Board of Supervisors approved the Facilities Capital Improvement Plan for the Tahoe Justice Center. Targeted completion date is May, 2026.
F3: Alta-Dutch Flat School District website is not currently compliant with AB 2257.	X				R7: Alta-Dutch Flat School District will update their website to be compliant with AB 2257 by September 1, 2021.	X	X						Alta-Dutch Flat School District provided a compliant response and has implemented the recommendation.
F4: Bowman Charter School District website is not currently compliant with AB 2257.	X				R8: Bowman Charter School District will update their website to be compliant with AB 2257 by September 1, 2021.	X	X						Bowman Charter School District provided a compliant response and has implemented the recommendation.
F5: Tahoe-Truckee School District did not respond to the grand jury.					There was no recommendation associated with this finding.								

Conclusion

The 2021-2022 Placer County Grand Jury is following the precedent set by the 2020-2021 Placer County Grand Jury by publishing this continuity report. This jury believes it is important to verify that respondents were compliant with Penal Code § 933.05 and concludes that this work is too important to not be a requirement of each grand jury going forward.

Findings

The grand jury found:

- F1:** Placer County Grand Jury wrote its first continuity report in 2020-2021 and is continuing that process this year, following up on noncompliant responses.
- F2:** Newcastle Fire Protection District does not have clickable links on its website to their current agenda, making it noncompliant with the Brown Act.
- F3:** Midway Heights Water District, Penryn Fire District, and Placer Hills Fire District all have links to their agendas, but the agendas posted are not current. This is noncompliant with the Brown Act.
- F4:** The Placer County Sheriff's Office response to the grand jury's report on continuity and accountability was noncompliant with Penal Code § 933.05. While the response indicated that the recommendation would be implemented in the future, no timeline for implementation was provided.
- F5:** Heather Glen Community Services District, Talmont Resort Improvement District, and the City of Lincoln did not provide responses that were compliant with Penal Code § 933.05. The response provided by these entities did not indicate agreement or disagreement with the pertinent findings.
- F6:** Auburn Recreation & Parks District did not provide a response that was compliant with Penal Code § 933.05. The response provided did not indicate agreement or disagreement with the pertinent findings, nor did it provide any response to the recommendation.

Recommendations

The grand jury recommends:

- R1:** By the time of each year's grand jury final report preparation, future Placer County Grand Juries shall continue to produce a continuity report each year. The grand jury shall follow up with any response that is not compliant with Penal Code § 933.05 and require an updated compliant response.
- R2:** By November 1, 2022, Newcastle Fire Protection District will insert on their website clickable links to their current agenda.
- R3:** By September 1, 2022, Midway Heights Water District, Penryn Fire District and Placer Hills Fire District will all update their agenda links to include current agendas.
- R4:** By September 1, 2022, the Placer County Sheriff's Office will provide an updated response to the recommendations from the 2019-2020 grand jury report, indicating a timeline for implementation in compliance with Penal Code § 933.05.
- R5:** By September 1, 2022, Heather Glen Community Services District and Talmont Resort Improvement District will provide updated responses to the recommendations from the 2020-2021 grand jury report, indicating agreement or disagreement with the pertinent findings in compliance with Penal Code § 933.05.
- R6:** By October 1, 2022, the City of Lincoln will provide an updated response to the recommendations from the 2020-2021 grand jury report, indicating agreement or disagreement with the pertinent findings in compliance with Penal Code § 933.05.
- R7:** By September 1, 2022, Auburn Recreation & Parks District will provide an updated response to the recommendations from the 2020-2021 grand jury report, indicating agreement or disagreement with the pertinent findings and a response to the pertinent recommendations in compliance with Penal Code § 933.05.

Request for Response

Pursuant to Penal Code § 933.05, the Placer County Grand Jury requests a response from the following:

	<u>Recommendations Requiring Response</u>	<u>Response Due Date</u>
William Kahrl Chairperson Newcastle Fire Protection District P.O. Box 262 Newcastle, CA 95658	R2	September 1, 2022
David Wiltsee President Midway Heights County Water District P.O. Box 596 Meadow Vista, CA 95722	R3	September 1, 2022
Cheryl Hotaling Chairperson Penryn Fire Protection District 7206 Church St Penryn, CA 95663	R3	September 1, 2022
Peter Hills President Placer Hills Fire Protection District P.O. Box 350 Meadow Vista, CA 95722	R3	September 1, 2022
Devon Bell Sheriff Placer County Sheriff's Office 2929 Richardson Dr Auburn, CA 95603	R4	September 1, 2022
Jim Henderson President Talmont Resort Improvement District P.O. Box 1294 Tahoe City, CA 96145	R5	September 1, 2022

Max Bailey President Heather Glen Community Services District P.O. Box 715 Applegate, CA 95703	R5	September 1, 2022
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Sean Scully City Manager City of Lincoln 600 Sixth Street Lincoln, CA 95648	R6	October 1, 2022
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Gordon Ainsleigh Chairperson Auburn Area Recreation & Park District 471 Maidu Dr #200 Auburn, CA 95603	R7	September 1, 2022
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Copies Sent to:
Cindy Gustafson
Chairperson
Placer County Board of Supervisors
175 Fulweiler Ave
Auburn, CA 95603



COUNCIL COMMUNICATION

CC #: 2310

File #: 0400-04-12 & 0800-06 & 0215

Title: Sierra Vista Specific Plan Mitigation Fee Program Administration - Professional Service Agreement

Contact: Stacie Marchetti 916-774-5278 smarchetti2@roseville.ca.us

Meeting Date: 9/21/2022

Item #: 6.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a professional services agreement with Economic and Planning Systems, Inc. (EPS) and authorize the City Manager to execute the agreement.

BACKGROUND

In May of 2010, the City Council approved the Development Agreement(s) (DA) for the Sierra Vista Specific Plan (SVSP). The DA calls for the implementation of the Owner-sponsored SVSP Fee Program that specifies the use of a third-party administrator to organize and monitor the program to the fullest extent legally possible. To minimize the costs to the City, the City is to rely on the administrator to obtain, maintain, process, and prepare the information required of the program to calculate and re-calculate the fees in accordance with the fee program.

In April 2011, the City Council approved Ordinance 4932 to add Chapter 4.47 to the Roseville Municipal Code relating to the Sierra Vista Specific Plan (SVSP) Mitigation Fee. The Municipal Code includes the original Nexus Study used to adopt the fees, completed by Economic and Planning Systems, Inc. (EPS).

This Professional Services Agreement with EPS includes services designed to assist the City with SVSP Fee Program administration and completion of periodic SVSP Fee Program updates. All costs associated with this agreement are paid by the SVSP infrastructure fee program.

FISCAL IMPACT

All work performed under this professional service agreement will be paid for by fee revenue collected through the fee program. There is no impact to the General Fund.

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 EPS professional services agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

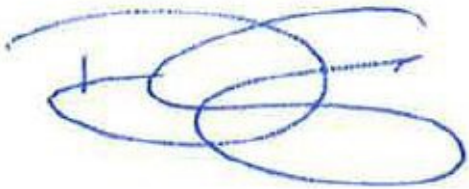
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Stacie Marchetti, Management Analyst

Mike Isom, Development Services Director

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a horizontal line extending from the end of the signature.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-362

Professional Services Agreement

RESOLUTION NO. 22-362

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE
CITY OF ROSEVILLE AND ECONOMIC AND PLANNING SYSTEMS INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for Sierra Vista Specific Plan Mitigation Fee Program Administration, 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 professional services agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Sierra Vista Specific Plan Mitigation Fee Program Administration

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 the administration of the
Sierra Vista Specific Plan Mitigation Fee Program; and

WHEREAS, CONSULTANT has prepared a proposal dated June 7, 2022, 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 two hundred thousand dollars (\$200,000).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

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

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) 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.

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. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated 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 stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining

agreement of the particular craft, classification or type of worker concerned. These 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>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the 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, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, 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.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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. 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.

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

Stacey Marchetti
Management Analyst
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Jamie Gomes
Managing Principal
455 Capitol Mall, Ste. 701
Sacramento, CA 95814

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

ECONOMIC PLANNING AND SYSTEMS
INC., a California corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

BY: _____
its: Jamie Gomes, CFO

and

BY: _____
its: Jason Moody, President

[SIGNATURES CONTINUED ON NEXT PAGE]

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

ECONOMIC PLANNING AND SYSTEMS
INC., a California corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: Jamie Gomes, CFO
and

ATTEST:

BY: _____
its: Jason Moody, President

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

APPROVED AS TO SUBSTANCE:

BY: 
MIKE ISOM
Development Services Director

EXHIBIT “A”

June 7, 2022

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

Subject: Proposal to Provide Sierra Vista Specific Plan
Mitigation Fee Program Administration; EPS #182078

Marc Stout:

Economic & Planning Systems, Inc. (EPS) appreciates the opportunity to submit this proposal to continue its engagement with the City of Roseville (City) under contract to the City as the Third-Party Fee Program Administrator (TPA) for the Sierra Vista Specific Plan Mitigation Fee Program (SVSP Fee Program). EPS understands the role of the TPA is to assist the City in administering the SVSP Fee Program and understands it is the City's desire to minimize City involvement in fee program administration as much as possible.

The proposed Work Program (**Attachment A**) describes EPS's approach to the work and specific deliverables to be provided. The proposed Work Program includes all work efforts designed to assist the City with SVSP Fee Program administration, as well as completion of a periodic SVSP Fee Program update.

Again, EPS appreciates your consideration of this proposed Work Program and looks forward to continuing to work with the City. To approve this proposal, please forward the City's contract documents to EPS for review and signature. EPS is amenable to a 1-year or multi-year contract depending on City preference. If you have questions regarding the proposed Work Program or if you need additional information, please call me at (916) 649-8010.

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC. (EPS)



Jamie Gomes
Managing Principal

Attachments

The Economics of Land Use



Economic & Planning Systems, Inc.
455 Capitol Mall, Suite 701
Sacramento, CA 95814
916 649 8010 tel
916 649 2070 fax

Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

**Attachment A
Work Program
Sierra Vista Specific Plan
Mitigation Fee Program Administration**

Background

Property owners in the SVSP requested the City consider a plan area fee program to equalize the allocation of costs for SVSP Fee Program facilities and land dedications amongst benefiting properties. In response, the City considered and adopted the SVSP Fee Program to pay for required public improvements and City park land dedication and to allocate the costs and burdens thereof throughout the areas approved for development in the SVSP.

The SVSP Fee Program is a City-implemented plan area development impact fee program applicable only to SVSP land uses. It is independent and separate from all other City, Placer County, other agency, or regional development impact fees collected by the City. The SVSP Fee Program contains the following components:

- **City Park Land Fee Component** provides funding for the SVSP land to be dedicated for a 40-acre City park. This fee component does not cover neighborhood parks.
- **SVSP Infrastructure Fee Component** provides funding for the design and completion of improvements and to fund open space and right-of-way dedications (excluding the City park land referenced above). This fee component contains the following categories of improvements and costs:
 - Roadway facilities
 - Sanitary sewer facilities
 - Potable water facilities
 - Recycled water facilities
 - Storm drainage facilities
 - Paseos
 - Park-and-ride facilities
 - Open space land
 - Right-of-way land
- **Administration Fee Component** provides funding to the City for annual administration of the SVSP Fee Program.

The SVSP Fee Program adopted by the City was based on the best infrastructure improvement cost estimates, funding source information, administrative cost estimates, and land use information available at that time. The SVSP Fee Program implementation requires periodic reviews of infrastructure improvement costs, land uses, and other fee program changes over time and requires necessary adjustments to the SVSP Fee Program to account for these changes. The 2018 SVSP Fee Program Nexus Study Update detailed updated fees to account for development and cost changes since the original SVSP Fee Program Nexus Study was prepared in 2011.

As determined at the time of adoption, the SVSP Fee Program was designed to be administered by a third party for the benefit of SVSP landowners. The City agreed only to (a) employ or retain an administrator to organize, monitor, and administer the fee and (b) collect the fee. The specific provisions regarding SVSP Fee Program administration were identified in Appendix JJ of the Development Agreement entitled, "Sierra Vista Specific Plan Infrastructure Fee Terms and Conditions."

Supporting Documents

The following documents produced by or for the City are used to provide support and information to facilitate administration of the SVSP Fee Program:

- Sierra Vista Specific Plan Fee Program Nexus Study, dated May 2018.
- Sierra Vista Specific Plan Fee Program Nexus Study, dated March 2011.
- Sierra Vista Specific Plan Park Land Appraisal, prepared annually by Integra Realty Resources.
- Sierra Vista Specific Plan, dated March 19, 2010, as has been amended by the City.
- Sierra Vista Preliminary Estimates, prepared by MacKay & Somps, dated August 6, 2010, as supplemented with updated information in December 2010 (Preliminary Estimates).
- Development Agreements By and Between the City and Certain Developers Relative to the Sierra Vista Specific Plan, May–June 2010 (each agreement is specific to each property owner).
- Exhibit JJ of the Development Agreement.

Scope of Work

EPS and the City have had ongoing discussions regarding the roles EPS, as the TPA, will play relative to obligations that will be assumed by City staff. The roles and responsibilities have varied between the two parties as key City staff people

change positions. The Work Program anticipated to be completed by EPS to administer the SVSP Fee Program is outlined below.

Task 1: Provide Ongoing Annual SVSP Fee Program Administration

Ongoing SVSP Fee Program Administration includes the following efforts:

- Maintain the fee database tracking the following items for each ownership entity:
 - Individual parcel information, including land use, acres, units, and building square feet.
 - Recordation of maps and subdivision of parcels.
 - Rezoning amendments and land use changes.
 - Reimbursements owed and made for constructed infrastructure.
 - Fee credits authorized and used by parcel and in total.
 - Fee obligation net of fee credits by parcel and in total.
 - Fees paid by parcel.
- Provide builders and the City with total SVSP Fee Program fees payable to the City for given projects.
- Provide builders with necessary documentation, as appropriate, for submittal to the City before building permit issuance, or small lot entitlements, as described in the Development Agreements.
- Establish policies and procedures for the City collection of fees when due.
- Identify the fee administration tasks for which the City, EPS, and the builders will be responsible. Establish the procedures and schedule for transmitting information between the City, EPS, and the builders as development, infrastructure construction, or fee payment activity occurs.
- Assist the City with preparing fee credit/reimbursement agreements for City Council consideration.
- Engage subconsultants, on an as-needed basis, to assist EPS with specialized tasks related to ongoing SVSP Fee Program administration. Examples of these tasks include engineering document review and audit, geographic information systems development, and preparation of annual appraisals. EPS will be responsible for and will include all subconsultant billings in individual invoices submitted by EPS to the City.
- Attend project-related meetings at the City as required.

Task 2: Prepare SVSP Fee Program Update

Preparation of the SVSP Fee Program update will be supported by the City, as well as the SVSP property owners and developers. The work effort will culminate in presentation of the SVSP Fee Program update for consideration by the City Council. The proposed work effort is divided into several subtasks, as described below.

Subtask 2.1: Project Initiation and Effort Coordination

At the outset of the work effort, EPS will convene a meeting with all stakeholders—City staff, applicant staff, and the applicant's engineering team—to achieve the following objectives:

- Discuss overall approach in preparing the nexus study update.
- Engage and coordinate with project engineers (engineering firm to be determined) on data and mapping needs/expectations. *This Work Program is based on the assumption the selected engineering subconsultant will be providing all updated capital facility costs and costs for completed facilities required for the nexus study update.*
- Discuss approach to nexus study requirements relative to Assembly Bill (AB) 602.
- Discuss any Work Program refinements.
- Establish working schedule.
- Establish communication protocol and expectations.

As part of the fee program update initiation efforts, EPS will obtain (if not already in EPS's possession) and review the following documentation:

- SVSP document including any amendments thereto.
- SVSP Development Agreements and any subsequent amendments.

The initial data gathering, discussion, and scoping refinement will focus subsequent technical efforts. EPS will rely on data provided by the City, the property owners and developers, and engineers about planned development and related infrastructure needs. EPS will work closely with the City to complete the following efforts:

- Review and confirm cost of completed infrastructure facilities and outstanding fee credits and reimbursements.
- Review and confirm updated infrastructure cost estimates.
- Review and confirm cost allocation factors by facility and land use type, including any provisions to comply with AB 602.

Given EPS's familiarity with the original SVSP Fee Program and annual SVSP Fee Program administration, the data and information assembly efforts will be completed in an efficient manner.

Subtask 2.2: Prepare Nexus Analysis

Using the updated land use, infrastructure, and facility costs determined in **Subtask 2.1**, EPS will prepare the SVSP Fee Program update calculations and nexus analysis. Costs to be included in the SVSP Fee Program would be a combination of outstanding fee credits and reimbursements owed by the fee program, as well as the updated estimated remaining cost of fee-funded backbone infrastructure. Outstanding costs would be net of any known funding from other sources, such as third-party funding (as outlined in the Development Agreement) or other agency funding, or costs or reimbursements from other property owners. In other words, the fee calculations will account for potential third-party reimbursements where applicable.

EPS's analysis will provide not only the technical basis for the calculations for the SVSP Fee Program but also will consider the ongoing need to track fee payments (when payable) and the use of fee credits and reimbursements. The SVSP Fee Program update will make clear SVSP obligations, including payment timing, receipt of fee program reimbursements and credits, as well as City obligations for reimbursements from fee program cash flows. The proposed modelling framework will facilitate tracking of cost and land use changes over time, as well as the tracking of fee credits and reimbursements by owner/project.

EPS will use the following methodology to develop fee calculations:

- **Identification of Fee Components and Compliance with AB 602.** EPS will review the infrastructure and public facility cost information and, working with the City and property owners/developers, will make recommendations on which fee components should be calculated into a fee per building square foot.
- **Allocate Infrastructure Costs by Land Use.** Using the SVSP land use plan and City demographic information, EPS will allocate net SVSP facility costs to be funded by the proposed SVSP fees to each land use, based on the relative demand for or benefit from each facility component. The cost allocations will determine a cost per dwelling unit equivalent (DUE) or per building square foot as may be required.¹

¹ DUE factors will be based on input from the applicant and will consider consistency with other adopted City development impact fee programs and compliance with AB 602.

- **Apply DUE Factors to Determine Fee by Land Use Type.** The cost per DUE multiplied by the DUE factors by land use type will establish the maximum justifiable SVSP fee that could be collected from each land use type. As part of the SVSP Fee Program update, EPS, the City, and the property owner team will discuss whether fees may be determined and collected per building square foot.
- **Incorporate an Administrative Fee Component.** The City will include an administrative cost component, which will allow the City to recover the costs of administering the SVSP Fee Program.

The nexus methodology will satisfy these AB 1600 requirements:

- Identify the purpose of the fee.
- Identify the use of the fee. If the use is financing public facilities, the facilities must be identified.
- Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.
- Determine how there is a reasonable relationship between the need for a public facility and the type of development project on which the fee is being imposed.

As noted, the SVSP Fee Program update also will need to comply with the recently enacted impact fee provisions in AB 602. Using the above-described approach, EPS will prepare a draft set of SVSP calculations for the City and the stakeholders to review and provide feedback. EPS will revise the draft tables as necessary to prepare the final SVSP Fee Program update calculations.

Subtask 2.3: Prepare Reports and Attend Public Meetings

Based on the work completed in **Subtasks 2.1** and **2.2**, EPS will prepare an Administrative Draft Report of the SVSP Fee Program update for review and comment by the property owners and City staff. The analysis will state the proposed fees for each land use and the necessary supporting analysis and findings. After including initial feedback, EPS will prepare a Public Review Draft of the SVSP Fee Program update. Unless additional revisions are necessary, the Public Review Draft Fee Program Nexus Study can be used as the Hearing Report for consideration by the City Council. To prepare for the public hearing process, EPS will review and comment on the draft City ordinances and resolutions used to implement the proposed SVSP Fee Program update.

Subtask 2.3 is based on EPS's assumed attendance at three meetings with City staff and the stakeholders, as outlined below:

- **Meeting #1:** Review Administrative Draft Fee Program Nexus Study.
- **Meeting #2:** Review Public Review Draft Fee Program Nexus Study.
- **Meeting #3:** Attend City Council meeting.

Subtask 2.3 Deliverables

- **Administrative Draft SVSP Fee Program Update** for City staff and applicant review.
- **Public Review Draft SVSP Fee Program Update/Hearing Report** for City staff, applicant, and public review and legislative body consideration.
- **Final SVSP Fee Program Update** (reflecting final City action).

Subtask 2.4: Project Management

Throughout the SVSP Fee Program update, EPS will coordinate closely with the property owner representatives and the City team through meetings, videoconference calls, telephone conversations, and e-mails to update key individuals on project status and schedule, to discuss findings, to resolve stakeholder issues, to address any technical issues, and to receive input and feedback. EPS will prepare meeting agendas and keep track of action items and next steps outlined from each meeting. Although the exact number of meetings and calls cannot be determined at this time, the proposed SVSP Fee Program update budget is based on EPS's assumed participation in up to 10 project meetings/calls.

Other Requested Analyses

In addition to work performed under this proposed Work Program, EPS understands one or more landowners may request additional analysis or technical support. In the opinions of EPS and the City, if a request is deemed to be beyond that which is necessary for general administration of the SVSP Fee Program, EPS understands any such additional requests are to be separately funded by the individual landowner, with any resulting analysis, evaluation, or documents to be made available to all SVSP landowners to access and review.

Budget

EPS is providing two separate budget estimates based on the two tasks outlined in this proposal. First, the estimated budget for the ongoing **Task 1: Provide Ongoing Annual SVSP Fee Program Administration** is proposed at **\$100,000** per year. That amount includes budget authorization for both appraisal and engineering subconsultants.

Separately, it is more challenging to estimate the cost of the SVSP Fee Program update because EPS does not have a scope of work from an engineering subconsultant. EPS estimates the budget to update the SVSP Fee Program could range between **\$100,000** and **\$135,000**. Given this uncertainty, EPS is requesting an initial budget of **\$100,000** be established for **Task 2: Prepare SVSP Fee Program Update**.

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. If additional work or meetings are required, EPS will request authorization for additional budget with the understanding that terms will be negotiated in good faith. EPS's Hourly Billing Rates are attached as part of this letter and scope of work. EPS is available to begin this work immediately.

EXHIBIT “B”

2022 HOURLY BILLING RATES

Sacramento Office

Managing Principal	\$295-\$310
Senior Principal	\$360
Principal	\$275
Executive/Senior Vice President	\$250
Senior Consultant	\$250
Vice President	\$225
Senior Technical Associate	\$205
Senior Associate	\$195
Associate	\$175
Research Analyst II	\$140
Research Analyst I	\$100
Production and Administrative Staff	\$90



Billing rates updated annually.



COUNCIL COMMUNICATION

CC #: 2320
File #: 0800-02

Title: Regional Water Authority and Bureau of Reclamation - Biological Opinion Services and Support Program Agreement, Common Interest and Cost Share Agreement, and Memorandum of Understanding

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

Meeting Date: 9/21/2022
Item #: 6.9.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to authorize the City Manager to execute: (1) Regional Water Authority (RWA) Program Agreement for Biological Opinion Services and Support; (2) the Common Interest and Cost Share Agreement; and, (3) a Memorandum of Understanding (MOU) between the U.S. Bureau of Reclamation and various American River Parties.

BACKGROUND

Federal fisheries agencies have the responsibility of ensuring that they issue permits, called "biological opinions" (BiOps), that allow the State Water Project (SWP) and the federal Central Valley Project (CVP) to operate in a way that limits impacts to endangered species. The Bureau of Reclamation (Reclamation) and the California Department of Water Resources (DWR) must comply with these permits and will request a review of their operations, called "reinitiation of consultation", if conditions change in a way that could cause impacts to species that were not originally anticipated.

The CVP and SWP currently operate under biological opinions that were issued in 2019, however, in late 2021 Reclamation and DWR requested that their operations be potentially modified and re-evaluated through a new permit process. A new permit is targeted in 2024, with accelerated interim deadlines in 2022 and 2023. Potential changes to state and federal water projects are unknown at this point in time, but the process is expected to be complicated.

The City of Roseville, in normal water years, has access to up to 32,000 acre-feet of CVP water via an indefinite-term Repayment Contract with the federal government. That water is delivered through a shared intake at Folsom Reservoir.

The latest reinitiation of consultation will ultimately create new BiOps that could impact how the CVP and ultimately Folsom Reservoir is operated in the future. Therefore, staff recommends

participation in a regional effort to proactively engage in the reinitiation of consultation process and advocate for the region's shared interests.

The shared effort will include hiring technical experts to support the region's arguments with costs to be shared with the City of Roseville and these regional partners - City of Folsom, City of Sacramento, El Dorado Irrigation District, El Dorado Water Agency, Placer County Water Agency, Sacramento County Water Agency, Sacramento Municipal Utilities District and Sacramento Suburban Water District.

Collectively, signing these agreements will allow the City of Roseville, working with other American River water agencies and RWA, to protect our collective interests during the development of updated Biological Opinions (BiOps) to operate the Central Valley Project (CVP) and the State Water Project (SWP).

FISCAL IMPACT

Roseville's cost for participation in this coordinated effort is \$95,750. The total cost of the regional effort is \$861,750 with participation by the City of Folsom, City of Sacramento, El Dorado Irrigation District, El Dorado Water Agency, Placer County Water Agency, Sacramento County Water Agency, Sacramento Municipal Utilities District and Sacramento Suburban Water District.

Roseville's \$95,750 share will be paid from the existing budget within the Water Utility Administration budget funded from the Water Operations Fund which receives revenue from water utility sales.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. These agreements (Regional Water Authority Biological Opinion Services and Support Program Agreement, Common Interest and Cost Share Agreement, and Memorandum of Understanding between the U.S. Bureau of Reclamation and various American River Parties) meet the above criteria and are not subject to CEQA. No additional environmental review is required.

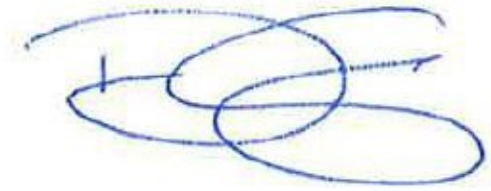
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Sean Bigley, Assistant Environmental Utilities Director

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-369

CIA BiOp Agreement

BOSS Subscription Agreement

MOU with Bureau of Reclamation

RESOLUTION NO. 22-369

APPROVING THE REGIONAL WATER AUTHORITY PROGRAM AGREEMENT FOR BIOLOGICAL OPINION SERVICES AND SUPPORT, THE COMMON INTEREST AGREEMENT FOR COORDINATED PARTICIPATION: RECONSULTATION ON BIOLOGICAL OPINION FOR THE CENTRAL VALLEY PROJECT AND RELATED MATTERS, AND THE MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES OF AMERICA DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City of Folsom, City of Roseville, City of Sacramento, El Dorado Irrigation District, El Dorado Water Agency, Placer County Water Agency, Regional Water Authority, Sacramento County Water Agency, Sacramento Suburban Water District, and Sacramento Municipal Utility District are public agencies who hold contracts for the delivery of water from the Central Valley Project (“CVP”); and

WHEREAS, Federal fisheries agencies have the responsibility of ensuring that they issue permits, called “biological opinions” (BiOps), that allow the State Water Project (SWP) and the federal CVP to operate in a way that limits impacts to endangered species; and

WHEREAS, the Bureau of Reclamation (Reclamation) and the California Department of Water Resources (DWR) must comply with these permits and will request a review of their operations, called “reinitiation of consultation”, if conditions change in a way that could cause impacts to species that were not originally anticipated; and

WHEREAS, the CVP and SWP currently operate under biological opinions that were issued in 2019, however, in late 2021 Reclamation and DWR requested that their operations be potentially modified and re-evaluated through a new permit process; and

WHEREAS, the latest reinitiation of consultation will ultimately create new BiOps that could impact how the CVP and ultimately Folsom Reservoir is operated in the future; and

WHEREAS, signing these agreements will allow the City of Roseville, working with other American River water agencies and RWA, to protect our collective interests during the development of updated Biological Opinions (BiOps) to operate the Central Valley Project (CVP) and the State Water Project (SWP).

WHEREAS, the Regional Water Authority Program Agreement for Biological Opinion Services and Support, the Common Interest Agreement for Coordinated Participation: Reconsultation on Biological Opinion for the Central Valley Project and Related Matters, and the Memorandum of Understanding with the United States Of America Department Of The Interior, Bureau Of Reclamation, have been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Regional Water Authority Program Agreement for Biological Opinion Services and Support, the Common Interest Agreement for Coordinated Participation: Reconsultation on Biological Opinion for the Central Valley Project and Related Matters, and the Memorandum of Understanding with the United States Of America Department Of The Interior, Bureau Of Reclamation, have been reviewed by the City Council and are hereby approved and that the City Manager is authorized to execute them on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

COMMON INTEREST AGREEMENT
for COORDINATED PARTICIPATION:
RECONSULTATION ON BIOLOGICAL OPINION FOR THE
CENTRAL VALLEY PROJECT AND RELATED MATTERS

This Common Interest Agreement (Agreement) is entered into by and among the City of Folsom, City of Roseville, City of Sacramento, El Dorado Irrigation District, El Dorado Water Agency, Placer County Water Agency, Regional Water Authority, Sacramento County Water Agency, Sacramento Suburban Water District, and Sacramento Municipal Utility District and made effective on the date the last of the aforementioned parties signs this Agreement.

RECITALS

A. The City of Folsom, City of Roseville, City of Sacramento, El Dorado Irrigation District, El Dorado Water Agency, Placer County Water Agency, Sacramento County Water Agency, Sacramento Suburban Water District, and the Sacramento Municipal Utility District (collectively the “American River CVP Contractors”) are public agencies who hold contracts for the delivery of water from the Central Valley Project (CVP) and who desire to cooperate and coordinate efforts in order to collectively participate in the reconsultation of the Biological Opinion for the Coordinated Long-term Operation of the Central Valley Project and the State Water Project under Section 7 of the Endangered Species Act (BiOp). The Parties desire to provide the technical basis to enable their counsel to provide informed legal advice to the respective Parties and to enable the Parties to identify and pursue appropriate approaches to protect American River water supplies and interests of the American River CVP Contractors, by jointly pursuing technical work to, among other things, provide comments as part of the BiOp reconsultation and otherwise participate in the BiOp reconsultation process. The Parties share a common interest in achieving all of the above.

B. The Regional Water Authority (“RWA”) is a joint powers authority formed for the purposes, among others, of serving and representing American River regional water supply interests in protecting and enhancing the reliability, availability, affordability, and quality of water resources in the American River region.

C. Through this Agreement, the American River CVP Contractors and RWA desire to acknowledge and affirm their common interest to cooperate and coordinate efforts to

protect American River water supplies and other common interests as part of the BiOp reconsultation process and provide for the management of the cooperative and coordinated effort contemplated by this Agreement.

D. The American River CVP Contractors and RWA desire, based on their common interests, to cooperate and coordinate, and share information related to the BiOp reconsultation process, while continuing to preserve, to the fullest extent possible, the protections of the attorney-client privilege, work product privilege, common-interest doctrine, deliberative process privilege, executive privilege, or any other privilege or protection existing under state or federal law.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants and conditions contained herein, the American River CVP Contractors and RWA agree as follows:

1. Management of Coordinated Effort. The American River CVP Contractors desire to have RWA serve as the project manager for this coordinated effort. RWA agrees to act as the project manager for this coordinated effort, provided that RWA is reimbursed for its cost in acting as project manager. All costs for RWA's role as project manager will be funded through RWA's Biological Opinion Services and Support (BOSS) Program. As provided in Paragraph 2(a), all American River CVP Contractors participating in this coordinated effort must also be a party to Biological Opinion Services and Support (BOSS) Program Agreement.

2. Cost-Sharing.

(a) Cost Sharing for RWA's Project Management Services. RWA has established the BOSS Program pursuant to which individual RWA members can agree to pay certain sums in return for RWA providing certain project services. At all times that an American River CVP Contractor is participating in the coordinated efforts contemplated by this Agreement, that American River CVP Contractor shall also be a party to the BOSS Program Agreement. In the event an American River CVP Contractor fails or ceases to be a party to the BOSS Program Agreement, that American River CVP Contractor will be deemed to have withdrawn from this Agreement pursuant to Paragraph 5.

(b) Cost Sharing for Consultant Work. The American River CVP Contractors desire to share in the costs of consultant work that will be required as part of the Parties' activities related to the BiOp reconsultation process. Each Party's cost share will be as provided in the BOSS Program Agreement. RWA shall not be responsible for any consultant costs under this Agreement.

3. Steering Committee: Retention and Direction of Consultants.

(a) Steering Committee. The American River CVP Contractors will each appoint a representative to a Steering Committee, which will make decisions for the American River CVP Contractors concerning work by consultants under this Agreement and provide direction to RWA in managing the coordinated effort. The Steering Committee will also make decisions on matters related to executing strategy and policy matters. The Steering Committee generally will meet at least once a month during this Agreement's term. Unless specifically provided otherwise herein, an affirmative vote by 2/3 of all members of the Steering Committee shall be required for all decisions contemplated by this Agreement. The Steering Committee may vote by e-mail provided that all Steering Committee members are included in the circulation list for those e-mails.

(b) Retention, Direction and Compensation of Consultants. The American River CVP Contractors will jointly authorize one or more of the American River CVP Contractors' legal counsel to retain consultants to perform scopes of work as approved by the Steering Committee, subject to applicable law for the confidentiality and protection of the work performed and work products produced by consultants. Retention of a consultant under this Agreement by an American River CVP Contractor or its counsel will not prevent that consultant from performing work for another American River CVP Contractor or RWA on matters not included in scopes of work authorized under this Agreement. The American River CVP Contractors, and not their legal counsel, collectively will be responsible for compensating consultants retained under this Agreement according to the BOSS Program Agreement.

(c) Management of Consultants' Work. RWA will manage all work by consultants under the direction of the Steering Committee. RWA will ensure that its communications with consultants comply with this Agreement's confidentiality arrangements. Provided that RWA's manager of the BOSS Program and all American River CVP Contractors' legal counsel are included on the relevant communications, Steering Committee members may have direct

contact with consultants and consultants may circulate information and drafts directly to Steering Committee members.

4. Addition of Parties. A new American River CVP Contractor may be added to this Agreement with the approval by all members of the Steering Committee.

5. Withdrawal / Removal.

(a) Withdrawal. Any American River CVP Contractor may withdraw from this Agreement at any time. Written notice of withdrawal shall be sent to all members of the Steering Committee. A withdrawing American River CVP Contractor shall not receive any Joint Defense Materials (as defined in Section 8) produced after the date of its written notice of withdrawal, whether or not those Joint Defense Materials reflect consultant work performed before the date of that written notice of withdrawal.

(b) Removal. An American River CVP Contractor may be removed from this Agreement at any time by a three-fourths (3/4) vote of the remaining American River CVP Contractors. A removed American River CVP Contractor shall not receive any Joint Defense Materials (as defined in Section 8) produced after the date of its removal, whether or not those Joint Defense Materials reflect consultant work performed before the date of that removal.

6. Term. This Agreement shall remain in effect until either of the following events occurs: (a) a majority of the Parties withdraw from the Agreement; or (b) the Steering Committee votes, by a two-thirds majority, to terminate this Agreement.

7. Privileged and Confidential Communications.

(a) For purposes of this Agreement, "Joint Defense Materials" includes, but is not limited to, all communications (including communications related to the above-referenced proceedings made prior to the execution of this Agreement), factual materials, mental impressions, legal analyses, theories or strategies, memoranda, reports, notes, emails or any other communications or documents that are protected from disclosure by the attorney-client privilege, work product privilege, deliberative process privilege, executive privilege, common-interest doctrine joint prosecution/defense doctrine, privileges regarding mediation or settlement communications, or any other privilege or protection existing under state or federal law, and that are exchanged among the American River CVP Contractors,

RWA, and/or their respective counsel in connection with their cooperative efforts related to the matters described in this Agreement's recitals.

(b) The American River CVP Contractors and RWA will maintain as confidential all Joint Defense Materials. Disclosure of Joint Defense Materials shall be limited to the American River CVP Contractors and their employees and contractors as well as any counsel and consultants retained by the American River CVP Contractors, or on behalf of the American River CVP Contractors, for the purpose of maintaining a joint defense with respect to the matters described in this Agreement's recitals. RWA, as a public entity separate from its members, shall maintain as confidential all Joint Defense Materials within RWA as a separate public entity. Joint Defense Materials shall not be made available to RWA members that are not party to this Agreement.

(c) Any Joint Defense Materials shared or transmitted by or between American River CVP Contractors and/or RWA should be clearly designated with the label "CONFIDENTIAL: JOINT DEFENSE MATERIALS" or a substantially similar label referencing "joint defense." However, the failure to include such designation shall not preclude such materials from being afforded the protections of this Agreement, and shall not be construed to constitute a waiver of any privilege or other protection.

(d) Each American River CVP Contractor and RWA shall take all appropriate measures to ensure that any person who is granted access to Joint Defense Materials is familiar with the terms of this Agreement and complies with those terms.

(e) Except where required by the order of a court of competent jurisdiction, or by the prior written consent of the remaining American River CVP Contractors, neither an American River CVP Contractor nor RWA will disclose to non-Parties any Joint Defense Materials that it has received from another American River CVP Contractor or RWA.

(f) Each American River CVP Contractor and/or RWA shall notify the party that generated any Joint Defense Materials and all remaining American River CVP Contractors of any request to disclose the Joint Defense Materials to any non-Party (whether pursuant to the California Public Records Act or other authority), or of any proceeding before any court, administrative agency, or tribunal to compel the disclosure of such Joint Defense Materials, as soon as practicable after receipt of such request or the initiation of such proceeding. If an

American River CVP Contractor or RWA becomes subject to any judicial or administrative order to compel release of Joint Defense Materials, that American River CVP Contractor or RWA shall promptly notify the party that generated the materials and all remaining American River CVP Contractors. The purpose of these notifications is to provide the party that generated the Joint Defense Materials or any remaining American River CVP Contractor an opportunity to take such steps as they may deem appropriate to protect the Joint Defense Materials.

(g) The sharing of Joint Defense Materials among the American River CVP Contractors and/or RWA is not intended to and will not constitute a waiver of any privilege or other protection of confidentiality, including but not limited to the attorney-client privilege, work product privilege, common-interest doctrine, deliberative process privilege, executive privilege, privileges relating to mediation or settlement communications, or any other privilege or protection existing under state or federal law.

(h) Execution of this Agreement constitutes the mutual agreement of the American River CVP Contractors and RWA that any sharing of Joint Defense Materials among themselves is, pursuant to Evidence Code section 912, subdivision (d), and other applicable authorities, reasonably necessary for the accomplishment of the American River CVP Contractors' and RWA's common purposes as described in this Agreement. Any sharing of Joint Defense Materials among the American River CVP Contractors and/or RWA is in reliance on this Agreement and the protections that arise from the parties' common interests related to the matters described in Recital B to this Agreement.

(i) If an American River CVP Contractor or RWA withdraws from this Agreement, the provisions of this Agreement shall continue to apply to the Joint Defense Materials that the party received or sent during the time period when that party was a party to this Agreement, including without limitation the duty to maintain those materials' confidentiality under Section 8(b).

(j) If this Agreement is terminated for any reason, the Joint Defense Materials shared pursuant to this Agreement shall remain subject to all privileges cited herein and any other applicable confidentiality protections.

9. Attorney-Client Relationships. The American River CVP Contractors and RWA are represented by their respective legal counsel in connection with the above-referenced proceedings. A party's legal counsel will not have an attorney-client relationship with any other party to this Agreement as a result of that legal counsel's participation in discussions and actions related to the parties' cooperative efforts on the above-described proceedings. Similarly, no legal counsel will have a duty of loyalty or confidentiality to any other American River CVP Contractor or RWA other than that legal counsel's specific client(s), and consequently, no American River CVP Contractor may seek to disqualify the legal counsel for another American River CVP Contractor as a result of the legal counsel's participation in discussions and actions related to the parties' cooperative efforts under this Agreement.

10. Representations. The individuals signing this Agreement in a representative capacity warrant that they have the authority to do so on behalf of the entity or entities they represent, and further agree that as representatives of the entity or entities that they respectively represent, they themselves are bound by all terms of this Agreement.

11. Entire Agreement. This Agreement and any later-approved amendments or exhibits constitute the entire agreement of the parties with respect to the subject matter of this Agreement and supersede any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original irrespective of the date of the execution, and said executed counterparts shall together constitute one and the same Agreement. Further, facsimile or .PDF copies of signatures shall be as effective as original signatures for evidencing execution of this Agreement. To ensure that each party has a full copy of this Agreement, upon a party's initial execution of this Agreement, that party shall transmit a copy of its signature to its legal counsel, who shall transmit copies of that copy to all other legal counsel under this Agreement.

13. Notices. All notices and other communications required to be given to a party under the terms of this Agreement (a) shall be in writing; (b) shall be personally delivered, sent via first class mail, or transmitted by facsimile or email with confirmation of receipt; and (c) shall be directed to such party at the address, facsimile number or email address specified

below, or at such other address, facsimile number or email address as such party may hereafter designate by notice in accordance with this Section.

IN WITNESS WHEREOF, the Parties hereto have executed this Common Interest Agreement for Coordinated Participation: Reconsultation on Biological Opinion for the Central Valley Project and Related Matters.

Dated: _____, 2022

Bill Busath
City of Sacramento

Michael Peterson
Sacramento County Water Agency

Jim Abercrombie
El Dorado Irrigation District

Ansel Lundberg
Sacramento Municipal Utility District

Ken Payne
El Dorado Irrigation District

Dan York
Sacramento Suburban Water District

Andy Fecko
Placer County Water Agency

CITY OF FOLSOM, A Municipal Corporation:

Date

Elaine Andersen, City Manager

ATTEST:

FUNDING AVAILABLE:

Christa Freemantle, City Clerk Date

Stacey Tamagni, Finance Director Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

Marcus Yasutake, Date
Environmental & Water Resources Director

Steven Wang, City Attorney Date

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
RICHARD PLECKER
Environmental Utilities Director

REGIONAL WATER AUTHORITY PROGRAM AGREEMENT

BIOLOGICAL OPINION SERVICES AND SUPPORT

This Agreement is made and entered into as of the ____th day of _____, 20____, by and between the Regional Water Authority (“RWA”), a joint exercise of powers authority formed under California Government Code section 6500, and following, and the Members and Contracting Entities of RWA listed in Exhibit 1 to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as “Participants”), to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

RECITALS

A. RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources.

B. The joint powers agreement (“RWA JPA”) pursuant to which RWA was formed and operates, and as was amended on October 8, 2013, authorizes RWA to enter into a “Project or Program Agreement,” which is defined in the RWA JPA as an agreement between RWA and two or more of its Members or Contracting Entities to provide for carrying out a project or program that is within the authorized purposes of RWA and sharing in the cost and benefits by the parties to the Project or Program Agreement.

C. Article 21 of the RWA JPA states: “The Regional Authority’s projects are intended to facilitate and coordinate the development, design, construction, rehabilitation, acquisition or financing of water-related facilities (including sharing in the cost of federal, State or local projects) on behalf of Members and/or Contracting Entities. The Regional Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on behalf of Members and/or Contracting Entities in the manner and to the extent authorized by such Members and/or Contracting Entities as provided in this Agreement, but shall not accomplish these functions, nor acquire or own water-related facilities in its own name.”

D. Article 22 of the RWA JPA states: “Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Project or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program, including startup costs advanced by the Regional Authority, shall be obligations of the participating Members and/or Contracting Entities, and shall not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement.”

E. RWA and the Participants desire to carry out a program as more fully described below and share in the costs and benefits of the program, as a Project or Program Agreement as provided for in Articles 21 and 22 of the RWA JPA.

F. The Bureau of Reclamation, responsible for the operation of Central Valley Project (CVP) facilities, such as Folsom Reservoir on the American River, has started the reinitiation of consultation on the coordinated long-term operation (ROC on LTO) of the CVP and the State Water Project, pursuant to the federal Endangered Species Act. This effort will result in the development of an Environmental Impact Statement (EIS) and Record of Decision (ROD) pursuant to the National Environmental Policy Act (NEPA), as well as a Biological Assessment (BA) that will support Biological Opinions (BiOps) issued by the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service.

G. As part of the development of the BA and the BiOps, the Water Infrastructure Improvements for the Nation (WIIN) Act provides that water providers who contract for the delivery of water with Reclamation be included in the development of a new BiOp. This engagement also includes other enforceable arrangements, such as settlement agreements, with Reclamation for the delivery of water. This includes:

- Having the opportunity to submit to and discuss information with U.S. Fish and Wildlife Service (USFWS) and the National Oceanic and Atmospheric Administration (NOAA) for consideration in the development of a biological assessment;
- Be informed of the schedule for preparing a biological assessment;
- Be informed of the schedule for preparing a BiOp;
- Receive a copy of any draft BiOp and have an opportunity to review and comment on the BiOp;
- Having the opportunity to confer with USFWS or NOAA and the applicant about any reasonable and prudent alternatives (RPAs) prior to them being identified; and,
- Be informed of how each component of the RPAs will contribute to conserving species and the scientific justification supporting the RPAs. Further, be informed as to why other proposed alternative actions that would have fewer adverse economic and water supply effects were not adequate as an RPA.

H. Participants to this Program all contract or have agreements for the delivery of water with Reclamation and have a vested need to ensure that their interests are protected throughout the BiOp development process.

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

- 1. Recitals Incorporated.** The foregoing recitals are hereby incorporated by reference.
- 2. Defined Terms.** Terms defined in the RWA JPA will have the same meaning in this Agreement.

3. Description of the Program. The RWA and the Participants desire to work collaboratively to ensure that information provided in support of the American River region's operations are carried out by qualified technical support staff and that all interests from Participants are reflected through a coordinated effort, called the Biological Opinion Services and Support (BOSS) Program ("Program"). The Program will provide the following:

- A coordinated effort to timely respond to information requests from Participants, Reclamation, or other interested parties.
- Consolidation and rectification of Participant comments on key documents used to support the BiOps, including: white papers, technical documentation, development of alternatives, development of a Proposed Action (PA) for the BA, coordination of EIS scoping comments, Draft and Final EIS comments, the Draft BiOps, etc.
- Attendance at meetings related to the development of regulatory documents to support the BiOps and forthcoming ROD.
- Preparation and facilitation of correspondence to appropriate parties.
- Conducting modeling for hydrologic, habitat, and temperature conditions.
- Analysis and synthesis of technical work.
- Establishment and implementation of a water provider technical team (WPTT) to review and discuss results from various analyses.
- Coordination between the WPTT and the Water Forum to disseminate information, as needed, and ensure a common understanding of any necessary information.
- Advocacy of American River water provider needs with Reclamation, California Department of Water Resources, USFWS, NMFS, California Department of Fish and Wildlife, or other entities to ensure local interests are being represented.
- Ensuring activities occurring outside of the watershed, such as those in-Delta or in other CVP divisions, are considered and impacts to the American River watershed are disclosed appropriately.
- Legal support services as needed.

4. Program Committee. The Participants hereby form a Program Committee consisting of one representative (and alternates) designated by each Participant. The Program Committee will meet as necessary from time to time to administer and implement this Agreement on behalf of the Participants. The Program Committee will appoint a Chair and Vice-Chair from among its members. A majority of the total members of the Program Committee will constitute a quorum. Each member of the Program Committee will have one vote, either by its representative or an alternate. To proceed with a vote to take action, a quorum must be present at a meeting, with a majority of the number present required for an affirmative vote. In no event shall the composition of the Program Committee be such that the membership of the Program Committee constitutes a quorum of any RWA legislative body.

5. Program Staffing and Resources. RWA will utilize existing staff to implement the program, primarily the Manager of Strategic Affairs.

6. Work Products. Participants shall have full access to the work products of the Program, which will be provided upon execution of each member agency of a nondisclosure agreement.

7. Sharing in Program Costs and Benefits. The assessments for each Participant are further described and attached hereto as Exhibit 2 (“Financing Plan”). Each of the Participants shall pay the assessments set forth on Exhibit 2 at the time of entering the Program and pay such other assessments as are adopted by the Program Committee. In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Program will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed this Agreement. The total cost for the Program is estimated as \$861,750. The breakdown of these costs is to be as follows:

- Approximately 45% of RWA staff time over the next year with overhead and expenses, beginning at the time of execution of this Agreement: \$141,750.
- Costs for technical consultants, with contracts to be executed by Bartkiewicz, Kronick, and Shanahan and Placer County Water Agency General Counsel: \$700,000.
- Legal support services provided by Bartkiewicz, Kronick, and Shanahan for needed legal review and support: \$20,000.

Future costs and allocations will be determined through a Work Plan approved by the Program Committee.

8. Role of RWA. The RWA will (a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Program are not adversely affected in performing this Agreement, (b) provide information to the Participants on the status of implementation of the Program, (c) assist the Program Committee in carrying out its activities under this Agreement, (d) secure consultant support services through a competitive selection process as identified in RWA Policy 300.2, where applicable; and (e) manage consultant support services in completion of the Program.

9. Authorization to Proceed with the Program. The Biological Opinion Support and Services Program is authorized to proceed upon the commitment of \$850,000 to fund staff and technical consulting work. Upon execution of this Agreement, the Participants agree to fund their portion of the Program costs in an amount and manner as described in Exhibit 3 (“Financing Plan”) to this Agreement.

10. Term. This Agreement will remain in effect for so long as any obligations under this Agreement and/or obligations from other sources of funding secured remain outstanding.

11. Withdrawal. A Participant may withdraw from this Agreement without requiring

termination of this Agreement, effective upon ninety days' notice to RWA and the other Participants, provided that, the withdrawing Participant will remain responsible for any indebtedness incurred by the Program and allocated to the Participant under this Agreement prior to the effective date of withdrawal. If any surplus funds remain after the withdrawing Participant has met all of its financial obligations under this Agreement, then such funds will be returned to the withdrawing Participant in proportion to the total contribution made by each Participant.

12. Amendments. This Agreement maybe amended from time to time with the approval of all current Participants and RWA.

13. Unspent Funds. In the event that RWA has remaining funds left at the conclusion of the work completed through agreements with BKS and Placer County Water Agency, then those funds shall be distributed back equally to BOSS Participants.

14. Privileges and Immunities. All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and all pension, relief, disability, worker's compensation and other benefits that apply to the activity of officers, agents or employees of RWA or the Participants when performing their respective functions for those agencies will, to the extent permitted by law, apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. It is further understood and agreed by RWA and the Participants that, notwithstanding anything contained herein, the employees of RWA and of each Participant shall continue to be entirely and exclusively under the direction, supervision and control of the employing party.

15. No Third-Party Beneficiary. RWA and the Participants understand and agree that this Agreement creates rights and obligations solely between RWA and the Participants and is not intended to benefit any other party. No provision of this Agreement shall in any way inure to the benefit of any third person so as to constitute any such third person as a third-party beneficiary of this Agreement or any of its items of conditions, or otherwise give rise to any cause of action in any person not a party hereto.

16. Liabilities. With respect to this Agreement, RWA and the Participants expressly agree that the debts, liabilities and obligations of RWA and of each Participant shall remain the debts, liabilities and obligations of that party alone and shall not be the debts, liabilities and obligations of any other party to this Agreement, except as may be otherwise set forth herein or in an amendment to this Agreement.

17. Audits and Accounting. All funds provided under this Agreement shall be separately accounted for and maintained, with books and records of such funding open to inspection by the Participants. Funding under this Agreement shall be subject to and consistent with the audit and accounting procedures set forth in Articles 27 and 28 of the RWA JPA.

18. General Provisions. Any notice to be given under this Agreement shall be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by facsimile copy; (c) transmission by

electronic mail; or (d) personal delivery. This Agreement shall be governed by the laws of the State of California. The contact information for each Participant with respect to this section of the Agreement is set forth in Exhibit 3 (“Notice Information”). This Agreement may be executed by the parties in counterpart and by facsimile or PDF signatures, each of which when executed and delivered shall be an original and all of which together will constitute one and the same document.

19. Signatories’ Authority. The signatories to this Agreement represent that they have authority to execute this Agreement and to bind the Participant on whose behalf they execute it.

The foregoing Biological Opinion Services and Support Agreement is hereby agreed to by RWA and the Participants.

Dated: _____, 2022

Jim Peifer
Executive Director
Regional Water Authority

Dan York
Board Chair
Regional Water Authority

Bill Busath
City of Sacramento

Michael Peterson
Sacramento County Water Agency

Jim Abercrombie
El Dorado Irrigation District

Ansel Lundberg
Sacramento Municipal Utility District

Ken Payne
El Dorado Irrigation District

Dan York
Sacramento Suburban Water District

Andy Fecko
Placer County Water Agency

CITY OF FOLSOM, A Municipal Corporation:

Date

Elaine Andersen, City Manager

ATTEST:

FUNDING AVAILABLE:

Christa Freemantle, City Clerk Date

Stacey Tamagni, Finance Director Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

Marcus Yasutake, Date
Environmental & Water Resources Director

Steven Wang, City Attorney Date

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
RICHARD PLECKER
Environmental Utilities Director

List of Agreement Exhibits

Exhibit 1 – Program Participants

Exhibit 2 – Financing Plan

Exhibit 3 – Notice Information

EXHIBIT 1

PROGRAM PARTICIPANTS

REGIONAL WATER AUTHORITY

BIOLOGICAL OPINION SERVICES AND SUPPORT PROGRAM

Agency (Proposed)

City of Folsom
City of Roseville
City of Sacramento
El Dorado Irrigation District
El Dorado Water Agency
Placer County Water Agency
Sacramento County Water Agency
Sacramento Municipal Utility District
Sacramento Suburban Water District

EXHIBIT 2

FINANCING PLAN

REGIONAL WATER AUTHORITY

BIOLOGICAL OPINION SERVICES AND SUPPORT PROGRAM

The fee for each Participant is shown in the table below. A Participant's fee will not be increased without the approval of that Participant.

Proposed Fee Table

Agency	Total Fee
City of Folsom	\$95,750
City of Roseville	\$95,750
City of Sacramento	\$95,750
El Dorado Irrigation District	\$95,750
El Dorado Water Agency	\$95,750
Placer County Water Agency	\$95,750
Sacramento County Water Agency	\$95,750
Sacramento Municipal Utility District	\$95,750
Sacramento Suburban Water District	\$95,750
Total	\$861,750

EXHIBIT 3
NOTICE INFORMATION
REGIONAL WATER AUTHORITY
BIOLOGICAL OPINION SERVICES AND SUPPORT PROGRAM

City of Folsom
Attn: Marcus Yasutake
50 Natoma Street
Folsom, CA 95630
Phone: (916) 461-6161
Email: myasutake@folsom.ca.us

City of Roseville
Attn: Sean Bigley
2005 Hilltop Circle
Roseville, CA 95747
Phone: (916) 774-5513
Email: sbigley@roseville.ca.us

City of Sacramento
Attn: Bill Busath
1395 35th Avenue
Sacramento, CA 95822
Phone: (916) 808-1434
Email: bbusath@cityofsacramento.org

El Dorado Irrigation District
Attn: Jim Abercrombie
280 Mosquito Road
Placerville, CA 95667
Phone: (530) 622-4513
Email: jimabercrombie@eid.org

El Dorado Water Agency
Attn: Ken Payne
4330 Golden Center Drive, Suite C
Placerville, CA 95667
Phone: (530) 672-6721
Email: ken.payne@edcgov.us

Placer County Water Agency
Attn: Andy Fecko
144 Ferguson Road
Auburn, CA 95603
Phone: (530) 823-4965
Email: afecko@pcwa.net

Sacramento County Water Agency
Attn: Kerry Schmitz
827 7th Street, Room 301
Sacramento, CA 95814
Phone: (916) 874-4681
Email: schmitzk@SacCounty.NET

Sacramento Suburban Water District
Attn: Dan York
3701 Marconi #100
Sacramento, CA 95821
Phone: (916) 679-3973
Email: dyork@sswd.org

Sacramento Municipal Utility District
Attn: Ansel Lundberg
6301 S Street
Mail Stop A-404
Sacramento, CA 95817-1899
Phone: (916) 732-6919
Email: ansel.lundberg@smud.org

Regional Water Authority
Attn: James Peifer
5620 Birdcage Street, Suite 180
Citrus Heights, CA 95610
Phone: (916) 967-7692
Email: jpeifer@rwah2o.org

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION
AND

CITY OF FOLSOM, CITY OF ROSEVILLE, CITY OF SACRAMENTO, EL DORADO
IRRIGATION DISTRICT, EL DORADO WATER AGENCY, PLACER COUNTY WATER
AGENCY, SACRAMENTO COUNTY WATER AGENCY, SACRAMENTO MUNICIPAL
UTILITY DISTRICT, AND SACRAMENTO SUBURBAN WATER DISTRICT

FOR
COOPERATIVE DEVELOPMENT OF THE ENVIRONMENTAL IMPACT STATEMENT
FOR THE 2021 REINITIATION OF CONSULTATION ON THE LONG-TERM OPERATION
OF THE CENTRAL VALLEY PROJECT AND STATE WATER PROJECT
(2021 ROC on LTO EIS)

This Memorandum of Understanding (MOU) is entered into this ____ day of _____, 2022, jointly by the following parties: the Bureau of Reclamation (Reclamation) and City of Folsom, City of Roseville, City of Sacramento, El Dorado Irrigation District, El Dorado Water Agency, Placer County Water Agency, Sacramento County Water Agency, Sacramento Municipal Utility District, and Sacramento Suburban Water District (Cooperating Agency)(collectively the Parties).

I. Purpose

The purpose of this MOU is to formalize the commitment among the Parties to work collaboratively in preparation of the Environmental Impact Statement for the Reinitiation of Endangered Species Act (ESA) Section 7 Consultation with U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) on the Long-term Operation of the Central Valley Project (CVP) and State Water Project (SWP) in compliance with the National Environmental Policy Act (NEPA). This MOU is intended to clarify and define the roles and responsibilities of Reclamation, as NEPA lead agency, and the Cooperating Agency, in preparation of the 2021 ROC on LTO EIS.

II. Introduction

Reclamation is the lead agency in accordance with NEPA in preparing the 2021 ROC on LTO EIS. On September 30, 2021, Reclamation requested reinitiation of consultation with USFWS and NMFS under Section 7 of the ESA on the Long-term Operation of the CVP and SWP.

III. Statutory and Regulatory Authority

This MOU is being entered into pursuant to NEPA, 42 U.S.C. Section 4331, *et seq.*, the Council on Environmental Quality's NEPA regulations regarding Cooperating Agencies, 40 CFR § 1501.8 and 1508.1(e), the U.S. Department of the Interior's NEPA regulations, 43 CFR §46 *et seq.*, and its regulation regarding Cooperating Agencies, 43 CFR §46.225(d). 40 CFR §1501.8(e)

authorizes the NEPA lead agency to request participation from any qualified Federal agency in the development of an environmental impact statement by virtue of its jurisdiction by law or its specialized expertise. Any non-Federal agency (State, tribal, or local) with similar qualifications may, by agreement, be a Cooperating Agency. The purpose of this MOU is to document the roles, responsibilities and commitments of Reclamation, as the NEPA lead agency, and the Cooperating Agency, pursuant to NEPA and its implementing regulations.

IV. Responsibilities

The Parties to this MOU herein commit as follows:

a. Reclamation

As NEPA lead agency, Reclamation is responsible for the preparation, quality, content, selection, and implementation of alternatives in the Draft and Final 2021 ROC on LTO EIS. Other Reclamation responsibilities in this process include:

1. Providing invitations and notice for meetings;
2. Preparing or overseeing the preparation of all aspects of the EIS in compliance with NEPA and the NEPA implementing regulations;
3. Providing direction to and reviewing consultant work products in preparation of the EIS;
4. Clearly identifying and acknowledging the roles and responsibilities of all NEPA Cooperating Agencies in the 2021 ROC on LTO EIS;
5. Informing the public and decision-makers of the potential direct, indirect, and cumulative impacts of the alternatives analyzed in the EIS;
6. Identifying opportunities to avoid, minimize, or compensate for significant adverse effects due to Federal actions;
7. Providing preliminary EIS deliverables, as appropriate, to the Cooperating Agency for review and comment;
8. Providing technical analyses and information to the Cooperating Agency, as appropriate, for review and comment, particularly with respect to key subject areas pertaining to issues within the Cooperating Agency's jurisdiction by law or special expertise;
9. Providing documents such as the Administrative Draft EIS to be reviewed by the Cooperating Agency, as determined to be appropriate by Reclamation, as the NEPA lead agency.
10. Ensuring compliance with all applicable laws and regulations pertaining to preparation of the 2021 ROC on LTO EIS;
11. Considering input, and making all final decisions on the content of documents;
12. Informing the Cooperating Agency of schedule changes that could affect its input to the 2021 ROC on LTO EIS or ability to provide timely review of the document; and
13. Making all decisions contained in the Record of Decision (ROD).

b. Cooperating Agency

As a Cooperating Agency pursuant to NEPA for the 2021 ROC on LTO EIS, to the extent that its fiscal, staff and other resources permit, the responsibilities of the Cooperating Agency include taking the following actions in a timely manner consistent with the schedule for developing and completing the EIS and with direction provided by Reclamation:

1. Devoting staff resources sufficient to provide technical assistance to fulfill its role as a Cooperating Agency;
2. Attending meetings as appropriate and identified in advance by Reclamation;
3. Providing timely review and comment as specified by Reclamation on preliminary EIS deliverables, as appropriate;
4. Providing responses to data requests pertaining to issues within its jurisdiction by law or special expertise in a timely manner;
5. Providing timely technical information and expertise directly associated with its statutory responsibilities or related experience, including review of technical analyses of key subject areas, as requested by Reclamation;
6. Raising issues as early in the process as possible to avoid delay and inefficiency;
7. Identifying data and analysis in the EIS that may be needed to fulfill its role as a potential regulatory agency and any other requirements regarding jurisdictional permits and/or other approvals required for implementation of the project;
8. Providing review and comment on the Administrative Draft EIS that pertain to subjects within the scope of Cooperating Agency's jurisdiction or special expertise prior to public review of the Draft EIS, as requested by Reclamation;
9. Providing review of portions of the Administrative Final EIS that pertain to subjects within the scope of the Cooperating Agency's jurisdiction or expertise prior to public release of the Final EIS, as requested by Reclamation;
10. Complying with the confidentiality requirements and procedures specified below for all documents received as a part of this MOU; and
11. Except as funds may be made available pursuant to 40 CFR §1501.8(b)(5), funding its own expenses associated with its participation in the NEPA process, including attending meetings, developing and reviewing information, and providing comments on the EIS pertaining to the Cooperating Agency's jurisdiction and special expertise, as outlined above.

V. Representation

Reclamation and the Cooperating Agency shall designate a representative for purposes of this MOU. The representatives shall be responsible for ensuring that the information sharing, collaboration, and document review procedures established by this MOU are implemented: (1) by the employees and consultants directly responsible for the technical analyses and preparation of the environmental documents, and (2) by the employees and consultants of the Cooperating Agency.

The Cooperating Agency shall designate one representative and one alternate responsible for regular attendance at all meetings requested by Reclamation. Changes to the identified representative and/or alternate shall be provided in writing and subject to approval by Reclamation.

VI. Confidentiality

The Cooperating Agency agrees to keep all documents, including drafts, confidential, to the maximum extent allowed by law, so long as the document(s) was provided by Reclamation to

Cooperating Agency in accordance with its Cooperating Agency status and pursuant to this MOU. The Cooperating Agency will provide prior notice to Reclamation before disclosing any document required by law to be disclosed to outside parties that has been shared with the Cooperating Agency in accordance with its Cooperating Agency status and pursuant to this MOU.

Notwithstanding the foregoing, the Cooperating Agency may disclose such materials to its officers, members of its staff, and its contractors, who are also subject to the confidentiality requirements of this MOU.

VII. Additional Provisions

- 1. Effect of MOU.** This MOU shall take effect as to the Cooperating Agency when signed by the Cooperating Agency and Reclamation.
- 2. Termination of the MOU.** This MOU shall terminate upon issuance of the ROD by Reclamation, or upon written agreement of the Parties.
- 3. Withdrawal from the MOU.** Any party may withdraw from the MOU with 30 days written notice to Reclamation. If the Cooperating Agency withdraws from this MOU, it will no longer be considered a Cooperating Agency for the purposes of the 2021 ROC on LTO EIS.
- 4. Modification of the MOU.** This MOU may be modified by written agreement of the Parties.
- 5. Contingent on Apportionment or Allotment of Funds.** The expenditure or advance of any money or the performance of any obligation of the United States under this MOU shall be contingent upon appropriation or allotment of funds. No liability shall accrue to the United States for failure to perform any obligation under this MOU in the event that funds are not appropriated or allotted.
- 6. Liability of the Cooperating Agency.** The Cooperating Agency may have limited fiscal, staff, and other resources to devote to the performance of its obligations hereunder. Consequently, the Cooperating Agency may not be able to fully or timely perform its obligations hereunder. By executing this MOU, the Cooperating Agency commits only to participate as a Cooperating Agency to the extent that it reasonably determines to be feasible. No liability shall accrue to the Cooperating Agency for failure to perform any obligation under this MOU.
- 7. Reservation of Rights.** The Cooperating Agency waives no rights under NEPA or other law to comment upon, dispute, or otherwise challenge the EIS. This agreement does not establish or affect legal rights or obligations. It does not create any right, benefit or claim enforceable in any cause of action by any party against the United States, its agencies, officers, or any other party. This agreement does not direct or apply to any person or party outside of Reclamation and the Cooperating Agency. The provisions of this agreement are intended only to assist the Parties in determining and performing their roles and responsibilities under this agreement. It does not impose

legally binding requirements and nothing in this agreement will be construed as limiting or affecting in any way the authorities or responsibilities of the signatory parties.

8. Conflicts of Interest. Nothing in this document, nor any of the activities undertaken by the Cooperating Agency under this document, shall constitute, be asserted as, or construed as, a conflict of interest or representation by any office holder, employee, or agent of the Cooperating Agency under Federal or California law.

9. Counterparts. This MOU may be signed in counterparts.

VIII. Conclusion

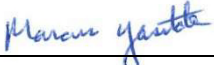
In signing this MOU, the undersigned recognize and accept the roles and responsibilities assigned to each party. Each of the parties agrees to pursue maximum cooperation and communication to ensure that the EIS fully complies with all applicable Federal requirements and minimizes duplication of effort and avoids project delays.

BUREAU OF RECLAMATION

By: _____

Date: _____

City of Folsom (Cooperating Agency)

By: 

Date: 6/6/2022

City of Roseville (Cooperating Agency)

By: _____

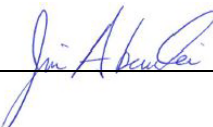
Date: _____

City of Sacramento (Cooperating Agency)

By: 
William Busath (Jun 21, 2022 10:34 PDT)

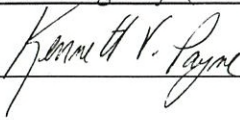
Date: Jun 21, 2022

El Dorado Irrigation District (Cooperating Agency)

By: 

Date: June 21, 2022

El Dorado Water Agency (Cooperating Agency)

By: 

Date: June 30, 2022

Placer County Water Agency (Cooperating Agency)

By: 

Date: 6/30/22

Sacramento County Water Agency (Cooperating Agency)

By: _____

Date: _____

Sacramento Municipal Utility District (Cooperating Agency)

By: 

Date: 7/19/2022

Sacramento Suburban Water District (Cooperating Agency)

By: 

Date: 7/19/2022



COUNCIL COMMUNICATION

CC #: 2319
File #: 0721-05

Title: Dry Creek Greenway East Trail Project – Agreement for Sale of Conservation Credits
Contact: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

Meeting Date: 9/21/2022
Item #: 6.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an Agreement for Sale of Conservation Credits from Riparian Ranch, LLC in the amount of \$267,200 as mitigation for impacts to riparian and salmonid habitat.

BACKGROUND

The Dry Creek Greenway East Trail Project, approved by Council in March of 2019, entails construction of a 4.25-mile multi-use trail from the existing Saugstad Park/Royer Park trail to the City of Roseville limits just past the intersection of Old Auburn Road and South Cirby Way. The project is identified as a proposed Class I bikeway in the City of Roseville General Plan and Bicycle Master Plan.

Among other features, the project includes the construction of four new or modified bridges for stream crossings, and associated streambank stabilization. The proposed paved trail will be 10-feet wide with two-foot shoulders on either side for a total width of 14 feet.

The project has been designed to minimize effects on biological resources. However, the project will have an impact to the riparian habitat along segments of the Dry Creek corridor. As a result, the City obtained a permit from the National Marine Fisheries Service (NMFS) for the construction of the project.

To compensate for the permanent loss of 0.09 acres of riparian habitat, the permit requires the purchase of 0.6 acres of riparian floodplain forest/salmonid habitat non shaded riverine aquatic (Non SRA) restoration conservation credits and 1.07 riparian floodplain forest/salmonid (SRA) conservation credits at an approved Mitigation Bank. The cost of the required credits is \$267,200.

FISCAL IMPACT

The Dry Creek Greenway East Trail Project is fully funded by federal, state and local sources: Solutions for Congested Corridors (SCCP), Active Transportation Program (ATP), Congestion Mitigation and Air Quality (CMAQ), and Local Transportation (LTF) Funds. No General Fund resources will be used for the project.

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 proposed purchase of mitigation/conservation credits does not include the potential for a significant environmental effect, and therefore is not subject to CEQA. CEQA compliance for the proposed trail project was completed in March 2019.

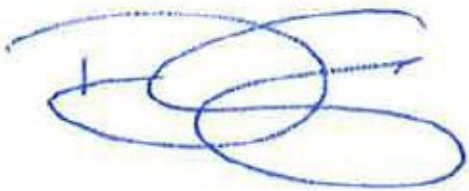
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Cathy Gosalvez, Associate Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

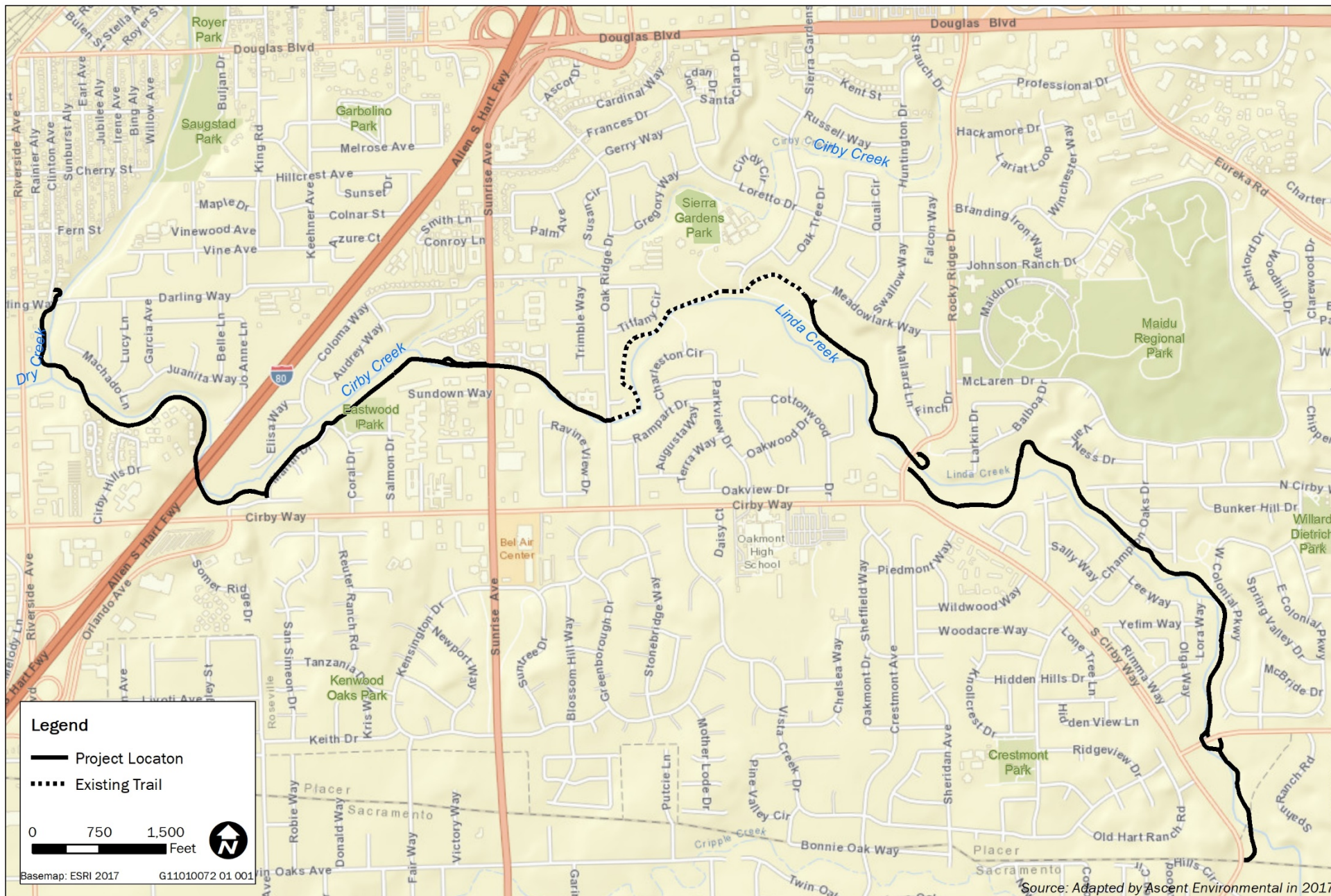
ATTACHMENTS:

Description

Location Map

Resolution 22-368

Agreement



Dry Creek Greenway East Trail

Project Location



RESOLUTION NO. 22-368

APPROVING AN AGREEMENT FOR SALE OF CONSERVATION CREDITS, BY AND
BETWEEN THE CITY OF ROSEVILLE AND RIPARIAN RANCH, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Sale of Conservation Credits for the Dry Creek Greenway Trail Project, Phase 1, by and between the City of Roseville and Riparian Ranch, LLC, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**AGREEMENT FOR SALE OF CONSERVATION CREDITS
FREMONT LANDING CONSERVATION BANK**

NMFS File No. WCR-2019-00608

This Agreement is made and entered into this _____ day of _____, 2022 by and between RIPARIAN RANCH, LLC, a California limited liability company ("Bank Owner") and the CITY OF ROSEVILLE, a municipal corporation ("Project Proponent") as follows:

RECITALS

A. The Bank Owner has entitlements to the Fremont Landing Conservation Bank ("Bank") located in Yolo County California; and

B. The Bank has been authorized by the National Marine Fisheries Service ("NMFS") to operate as a conservation bank with conservation credits available for sale; and

C. Project Proponent is seeking to implement the project described on Exhibit "A" attached hereto ("Project"), which would unavoidably and adversely impact habitat thereon, and seeks to compensate for the loss of habitat by purchasing conservation credits from Bank Owner; and

D. Project Proponent has been authorized by NMFS Biological Opinion File No. WCR-2019-00608 to purchase 0.6035 acre of non-SRA credits and 1.0626 acres of SRA credits to compensate for impacts to California Central Valley ("CCV") steelhead associated with the Project; and

E. Project Proponent desires to purchase from Bank Owner and Bank Owner desires to sell to Project Proponent 1.67 acres of conservation credits, comprised of 0.6 riparian floodplain forest/salmonid habitat restoration (non-SRA riparian) conservation credits and 1.07 riparian floodplain forest/salmonid/SRA habitat restoration (SRA) conservation credits at Bank.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Owner hereby agrees to sell to Project Proponent and Project Proponent hereby agrees to purchase from Bank Owner 1.67 acres of conservation credits, comprised of 0.6 riparian floodplain forest/salmonid habitat restoration (non-SRA riparian) conservation credits and 1.07 riparian floodplain forest/salmonid/SRA habitat restoration (SRA) conservation credits (collectively, the "Conservation Credits") for the purchase price of \$267,200.00 ("Purchase Price"), in accordance with the terms hereof. The Purchase Price for the Conservation Credits shall be paid by wire transfer of funds or by check payable to "**Riparian Ranch, LLC.**" Upon receipt of the Purchase Price, Bank Owner will deliver to Project Proponent an executed Bill of Sale in the form attached hereto as Exhibit "B."

2. The sale and transfer herein is not intended as a sale or transfer to Project Proponent of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Proponent shall have no obligation whatsoever by reason of the purchase of the Conservation Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the Conservation Credits sold, or the Bank. As required by law, Bank Owner shall monitor and make reports to the appropriate agency or agencies on the status of any Conservation Credits sold to Project Proponent. Bank Owner shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Conservation Credits, by all state or federal jurisdictional agencies. Bank Owner hereby shall indemnify Project Proponent of and from all such liabilities and obligations.

4. The Conservation Credits sold and transferred to Project Proponent shall be nontransferable and non-assignable, and shall not be used as conservation mitigation for any other Project or purpose, except as set forth herein.

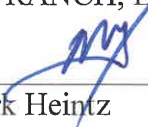
5. Project Proponent must deliver the Purchase Price to Bank Owner within 30 days of the date of this Agreement. After the 30-day period this Agreement be considered null and void and Bank Owner shall have no further obligations hereunder.

6. Upon purchase of the Conservation Credits specified above, Bank Owner shall complete the payment receipt form attached hereto as Exhibit "C," and shall submit the completed payment receipt to NMFS.

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

BANK OWNER

RIPARIAN RANCH, LLC, a California limited liability company

By: 
Name: Mark Heintz
Its: Manager

PROJECT PROPONENT

CITY OF ROSEVILLE, a municipal corporation

By: _____
Name: Dominick Casey
Its: City Manager

Exhibit “A”

DESCRIPTION OF PROJECT TO BE MITIGATED

The proposed Project is for the construction of a 4.25-mile multi-use trail from the existing Saugstad/Royer Park trail to the City of Roseville limits just past the Old Auburn Road/South Cirby Way intersection, in the City of Roseville, Placer County, California. The credits purchased under this Agreement are for Phase 1 of the Project, which consists of the first 2.3 miles of trail extending from Saugstad/Royer Park eastward to Rocky Ridge Road near the intersection with Cirby Way.

The Phase 1 trail would follow creek corridors along portions of Dry Creek, Cirby Creek, and Linda Creek (the creeks) and require five new or modified bridges for stream crossings. The proposed trail would be 10-feet wide, paved, with two-foot shoulders (decomposed granite and aggregate base) on each side for a total width of 14 feet. This would be widened in areas where additional shoulder or trail width is needed for safety or comfort, in these instances shoulder width could be increased to between 5 and 10 feet on one or both sides of the trail.

Exhibit “B”

BILL OF SALE
Contract #FRCB-22-_____
NMFS File No. WCR-2019-00608

In consideration of \$267,200.00, receipt of which is hereby acknowledged, RIPARIAN RANCH, LLC, a California limited liability company (“Bank Owner”) does hereby bargain, sell and transfer to the CITY OF ROSEVILLE, a municipal corporation (“Project Proponent”), 1.67 conservation credits, comprised of 0.6 riparian floodplain forest/salmonid habitat restoration (non-SRA riparian) conservation credits and 1.07 riparian floodplain forest/salmonid/SRA habitat restoration (SRA) conservation credits for the Dry Creek Greenway Trail Project, Phase 1 in the Fremont Landing Conservation Bank in Yolo County California, developed and approved under the authority of the National Marine Fisheries Service.

Bank Owner represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

DATED: _____

RIPARIAN RANCH, LLC, a California limited liability company

By: _____

Name: Mark Heintz

Its: Manager

Exhibit "C"

**FREMONT LANDING CONSERVATION BANK
CONSERVATION CREDITS: PAYMENT RECEIPT**

PARTICIPANT INFORMATION

Name: City of Roseville
Address: 311 Vernon St., Roseville, California 95678
Telephone: (916) 774-5536
Contact: Terri Shirhall, Environmental Coordinator

PROJECT INFORMATION

Project Description: Dry Creek Greenway Trail Project, Phase 1
Agency File Number(s): NMFS File No. WCR-2019-00608
Habitat Affected: California Central Valley ("CCV") steelhead
Credits Purchased: 0.6 riparian floodplain forest/salmonid restoration (non-SRA riparian)
and 1.07 riparian floodplain forest/salmonid/SRA restoration (SRA)
Payment Amount: \$267,200.00
Project Location: Saugstad/Royer Park trail to Rocky Ridge Road near the intersection
with Cirby Way, in the City of Roseville
County: Placer

PAYMENT INFORMATION

Payee: RIPARIAN RANCH, LLC
Payer: CITY OF ROSEVILLE
Amount: Two Hundred Thirty-Seven Thousand Two Hundred and No/100ths
Dollars (\$267,200.00)
Method of Payment: Cash Check# Other

(Signature)
Name: Mark Heintz
Title: Manager
Date: _____

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Revised: 08/08/2022



COUNCIL COMMUNICATION

CC #: 2318
File #: 0800-04

Title: Electrical Engineering Services - On-Call Professional Design Services Agreements
Contact: Rjahja Canlas 916-774-5740 rcanlas@roseville.ca.us

Meeting Date: 9/21/2022
Item #: 6.11.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt resolutions to approve professional design services agreements for on-call electrical engineering services with Capital Engineering Consultants, Inc. and GLUMAC.

Additionally, staff requests authorization for the City Manager or his designee to execute two additional one-year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Public Works Facility Services Division maintains, repairs, and rehabilitates 1.35 million square feet of City facilities. A majority of the capital rehabilitation and capital improvement projects require design services from either licensed architects or professional engineers. In April of 2022, a Request for Proposals was issued soliciting proposals for On-Call Electrical Engineering Services. A total of 8 proposals were received. After a panel review, and based on the firm's experience, qualifications of the team, and understanding of the RFP, two firms were selected and are being recommended for approval of an on-call professional design services agreement. The intent is to utilize these electrical engineering professional design services agreements to meet project demands. The on-call agreements will allow for more responsiveness to the City's needs along with greater quality control. The on-call agreements do not guarantee an annual amount of work and will be in place on an "as-needed" basis. The initial term (approximately 3 years) commences on the date of award and runs through June 30, 2025.

FISCAL IMPACT

The authorization for the initial term is a not-to-exceed amount of \$450,000. The authorization for the two optional one-year renewals is a not-to-exceed amount of \$150,000 per year. Work performed under these agreements will utilize capital rehabilitation funds and/or capital

improvement project funds in the approved City budget.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of professional design services agreements meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Rjahja Canlas, Design & Construction Project Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-366

PDSA Capital Engineering

Resolution 22-367

PDSA GLUMAC

RESOLUTION NO. 22-366

APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN
THE CITY OF ROSEVILLE AND CAPITAL ENGINEERING CONSULTANTS, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a professional design services agreement regarding on-call electrical engineering services, by and between the City of Roseville and Capital Engineering Consultants, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT

Electrical Engineering Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and Capital
Engineering Consultants, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 01-053 for professional services
consisting of on-call electrical engineering services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated
April 18, 2022, 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 such professional
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, 2025. 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 consultants 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 four hundred fifty thousand dollars (\$450,000) for the initial term of the Agreement. Compensation for optional renewal years of this Agreement shall not exceed one hundred fifty thousand dollars (\$150,000) per year. 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.

CONSULTANT shall maintain billing rates from the date of award through December 31, 2023. For subsequent calendar years, CITY may consider renegotiating billing rates.

CONSULTANT shall submit any proposed billing rate changes to CITY for review by December 1st of each year.

4. Indemnification. 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. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) 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.

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	\$2,000,000 each occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$2,000,000 per claim \$4,000,000 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. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated 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 stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These 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>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. 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, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Time is of the Essence. Time is of the essence of this Agreement.

10. 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.

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

12. 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.

13. 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.

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, 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.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

15. 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.

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

17. 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.

18. 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.

19. 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.

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

21. 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.

22. 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

Rjahja Canlas
Design & Construction Project Manager
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Mike Stanton
PE, Principal
11020 Sun Center Drive, Ste. 100
Rancho Cordova, CA 95670

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

23. 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

BY: _____
DOMINICK CASEY
City Manager

CAPITAL ENGINEERING CONSULTANTS,
INC., a California corporation



BY: THOMAS A. DUVAL
its: VICE PRESIDENT

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and



BY: KEVIN D. STILLMAN
its: SECRETARY

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
JASON SHYKOWSKI
Public Works Director

EXHIBIT "A"

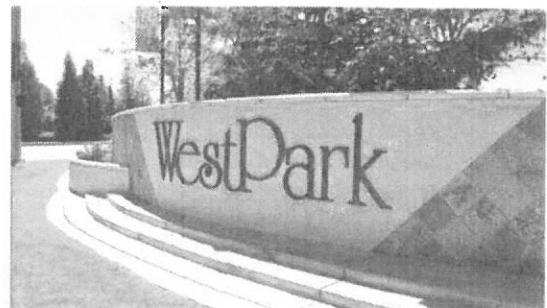
bring
life to
buildings™



City of Roseville On-Call Electrical Engineering Services

RFP 01-053

submitted on 4/18/2022



Top: Placer County Community Development Resource Center
Bottom: City of Roseville WestPark Park Upgrades





11020 Sun Center Drive Suite 100
Rancho Cordova, CA 95670

Contact: Mike Stanton
916-851-3500, mstanton@capital-engineering.com

April 18, 2022

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

Re: RFP 01-053 On-Call Electrical Engineering Services

Dear Members of the Selection Committee,

Over the years, our opportunities to work with the City of Roseville have proven that you are more than just a client. You are an excellent teammate, helping us deliver our very best on every project. With this solicitation, it is clear the City's "as-needed" engineering needs will be best complemented by a team member with a meaningful portfolio of experience and a strong desire to see your projects through successful completion. Capital Engineering (Capital) is excited and ready to be your teammate on this journey and to continue our positive relationship with the City.

Capital will come into this program having performed similar services on hundreds of public works projects, which affords us a familiarity with the City's high level of design and quality expectations. Our 75+ years of experience has given us an understanding of the critical elements and issues needed for successful public works projects including design efficiencies, operational efficiencies, flexibility in design, and overall value engineering.

The City will have consistent access to myself, Kevin Stillman, as well as each of the additional well-suited team members included in this proposal. We, in turn, will also have access to all the necessary resources for your program as well as the depth of engineering and knowledge resources that support Capital daily.

The following proposal package includes all mandatory requirements and accompanying materials. These documents describe and highlight qualified individuals and projects. The real story, however, is the people and how we all work together and with our clients in a synergistic way. We look forward to continuing our successful partnership and working together to meet your goals and requirements. If you have any questions or require additional information, please feel free to contact me at any time.

Sincere Regards,

A handwritten signature in black ink, appearing to read 'Mike Stanton' with a stylized flourish at the end.

Mike Stanton, PE, LEED AP
Principal
mstanton@capital-engineering.com

Capital Engineering will perform the services and adhere to the requirements described in this RFP, including any addenda (Addendum #1 dated March 38 and Addendum #2 dated April 6).

Understanding your needs

Over our 75+ years of providing engineering services in the greater Sacramento region, Capital has **extensive experience working with municipalities and other governmental and private organizations in On-Call or IDIQ-style service arrangements**. We thrive in this environment and welcome the opportunity these type of contracts allow to develop a **trusted advisor role** with the City of Roseville, where we can both help design solutions to immediate projects as well as assist the City in planning and developing future scopes of work for longer term goals. We understand the **flexible nature** and sometimes **urgency** of task items that can arise under an On-Call agreement, and have a **deep resource pool** available to jump on high-priority projects as needed. *We also look forward to leveraging the "Retainer" arrangement to serve as an on-hand resource for the City whenever needed for advising on future projects, performing site and system surveys to develop Needs Assessments, developing energy studies for feasibility and life-cycle evaluations of proposed improvement, and a host of other potential services.*

Over the years we have worked with several departments within the State of California facilities and real estate divisions, as well as several local Cities, Counties and School Districts facilities departments on "IDIQ" or "On-Call" engineering engagements and **understand the need for prioritizing workflow and effort to match the needs of the project**. The Capital team has extensive experience with Capital Improvement Projects (CIP) ranging in size from the multi-billion dollar airport and healthcare center projects, to small ADA upgrades at numerous institutional, education, and government office facilities. Many of the institutional projects we work on are **continuously occupied** 24-hours a day, 365-days a year and often times require a different project approach and solution compared to a conventional office setting. We are well versed at developing project scopes that can take advantage of fully vacated buildings, or with complexed phased construction to fully support ongoing operations when necessary. *No matter what your project schedule needs, Capital has the expertise to help deliver!*

Resource Management

Today's construction market faces unprecedented challenges in cost escalation, scarce labor pools, and supply chain issues affecting product and equipment availability like we've never seen. These cost and procurement challenges make timely project delivery more important than ever. Coupled with the multi-project nature of an On-Call contract arrangement, a **collaborative and comprehensive resource management approach** across concurrent project demands is critical. Upon contract award and start of any task items, management meetings will be held weekly to review schedules, align staffing with changing priorities, and meet the demands of rapidly evolving schedules. **We value our staff** and make every effort to support them and ensure that they have the resources to achieve success.

We also take staff workloads very seriously, as a **manageable workflow is key** to preventing lapses in quality and burn-out. We shift staffing resources as needed to support project teams during peak demand periods. On many of our projects we use **Gemba boards** to manage workflow and have daily stand-up meetings with team members to address project challenges and keep schedules on track. Managers and Team Leaders also perform **rolling three-month look-ahead sessions** to plan for expected billing and workload.

Capital's highly qualified professionals bring decades of diverse expertise in mechanical design and managerial competence to provide a full range of project planning and design services, **routinely assuring timely completion of projects**. Our approach to project planning involves a systematic review of cost, time, quality, and personnel assignments throughout all phases of the project. Schedule and costs are closely monitored through an established, in-house, computerized system evaluating project data on a critical path basis. Project quality is maintained through continuous supervision and monitoring by the Project Manager as well as the Principal in Charge and quality assurance personnel.

Typical Project Approach

We believe collaboration is the key to any successful project. Each member of the proposed design team has extensive experience conducting **facility assessments and developing cost-effective, efficient, and constructible solutions** for building system renovations and improvements. We understand that **involving the occupants and operations staff is critical** to proposing solutions that meet the needs of the facility.

We will collaborate with key City staff as many of the discussions will require input concerning operations, maintenance, phasing, and scheduling for each project to be successful. These discussions will help the City understand and establish confidence in the findings of our studies and recommendations. The **collaborative environment** will help leverage the expertise and experience from each team member.

Capital's Team Leader will meet with the appropriate City of Roseville staff to determine the intended scope of work for each project. Continuous interaction and feedback from City Staff will help us to ensure the delivered project is consistent with the expectations of the City, and that the schedule and costs for each project are on target.

We will work with City staff to collect all existing documents which will support the concepts and detailed designs. All record documents will be reviewed for accuracy. Systematic site surveys will be executed to develop a comprehensive set of updated record documents if required. Specialists for each of the systems involved per task order will be responsible for their respective systems. Undocumented changes will be added to the record documents to ensure that we are starting with an accurate picture of the existing systems.

Existing loads will be evaluated using the most affective and applicable methods for each project. Energy modeling will be reviewed if available to determine HVAC loads.

Power monitoring will be used to measure electrical loads. Existing lighting levels will be determined by surveying the installed fixtures, lighting controls and programming.

Data/telecommunications will be evaluated by visual inspection and user group interviews. Fire and life safety systems will be evaluated for compliance with applicable codes and standards. Points of connection, service branches, homeruns, etc. will be evaluated for proper sizing, code/standard compliance and correctness. Over and under sizing will be noted.

Information gathered in the steps above will be compiled and presented as One-line diagrams and will capture the power and distribution systems. A data/telecommunications backbone diagram where appropriate, will delineate technology systems.

These visual aids will be accompanied by a narrative description of each of the systems. We will have an accurate picture at this point of existing conditions, and an overview evaluation will be performed.

Energy efficiency and sustainability will be assessed. Known future loads and future requirements will be compared to existing systems and their capacities. Replacements, upgrades, revisions and solutions to obvious problems will be listed. Cost estimates will then be developed to assist the City in making informed decisions.

Life Cycle Cost (LCC) analysis, where appropriate, will include operating cost, maintenance, expected longevity and potential financial assistance. Phasing where required will be defined to minimize disruptions of adjacent spaces and occupants.

In addition, our goal is to provide flexibility in design for unforeseen future needs, upcoming technologies, and future planned facilities.

Office Location

Capital's office is located in Rancho Cordova, roughly 10 miles from Roseville city limits.

1. Our location will not adversely effect our response time or general ability to be on a project site anywhere in Roseville in a timely manner. For example, Capital has been successfully providing mechanical on-call services to Placer County and have not had issues with reporting to any project site within an acceptable timeframe as deemed by the County. We respect our clients and their time schedules, and will do our very best to make our team available and at the site as soon as needed.
2. Our location will not have any adverse effect on price.
3. We do not foresee any difficulties associated with our office location, and do not feel any "strategies" are needed. As with any project site for any client, our team members are ready to hop into a vehicle and show up to any City of Roseville project site whenever needed.

EXHIBIT “B”

Capital Engineering Consultants, Inc.
2022 Billing Rates

Sr. Principal	\$240.00 / hour
Principal	\$220.00 / hour
Director	\$210.00 / hour
Sr. Project Manager	\$203.00 / hour
Project Manager	\$195.00 / hour
Field Services	\$190.00 / hour
Senior Engineer	\$172.00 / hour
Engineer	\$158.00 / hour
Senior Designer	\$148.00 / hour
Designer	\$135.00 / hour
Technician / CADD	\$125.00 / hour
Intern	\$117.00 / hour
Project Administrator	\$105.00 / hour
Sr. Admin.	\$70.00 / hour
Clerical / Admin.	\$58.00 / hour

Reimbursable Expenses

Reimbursable expenses include: Postage other than for general correspondence; plan check permit and inspection fees required by governing bodies; plotting of CADD originals; printing and reproduction costs applicable to project submissions to client or review agencies; toll calls; mileage to and from site meetings at IRS allowed rate; overnight or daily delivery service when required to meet a need of the client not the fault of the Engineer or to meet a previously agreed to submission date.

Reimbursable expenses will be billed at actual cost plus a service charge of 10%.

CECI Tax ID No. 94-1492674

RESOLUTION NO. 22-367

APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN
THE CITY OF ROSEVILLE AND GLUMAC, AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional design services agreement regarding on-call electrical engineering services, by and between the City of Roseville and GLUMAC, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT

Electrical Engineering Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation (“CITY”), and GLUMAC, a
California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 01-053 for professional services
consisting of on-call electrical engineering services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated
April 18, 2022, 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 such professional
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, 2025. 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 consultants 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 four hundred fifty thousand dollars (\$450,000) for the initial term of the Agreement. Compensation for optional renewal years of this Agreement shall not exceed one hundred fifty thousand dollars (\$150,000) per year. 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.

CONSULTANT shall maintain billing rates from the date of award through December 31, 2023. For subsequent calendar years, CITY may consider renegotiating billing rates. CONSULTANT shall submit any proposed billing rate changes to CITY for review by December 1st of each year.

4. Indemnification. 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 to the extent caused by the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract. 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. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) 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.

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	\$2,000,000 each occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$2,000,000 per claim \$4,000,000 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.

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. To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT's officers, directors, partners, employees, agents, and subconsultants, to CITY, and anyone claiming by, through, or under CITY for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the required limits of insurance in this Agreement. The liability limit in this section will not apply to any claim, damage or liability due to gross negligence or willful misconduct. CITY further covenants that it will not, under any circumstances, bring a lawsuit, demand, or claim of any kind against CONSULTANT's individual employees, officers, directors or agents and that CITY's sole remedy will be against CONSULTANT.

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. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated 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 stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining

agreement of the particular craft, classification or type of worker concerned. These 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>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. 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, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Time is of the Essence. CONSULTANT shall perform its services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the project. In no event will CONSULTANT be responsible for damages due to delays beyond CONSULTANT's reasonable control.

10. 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.

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

12. 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.

13. 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.

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, 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.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location

of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

15. 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.

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

17. 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.

18. 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.

19. 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.

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

21. 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.

22. 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

Rjahja Canlas
Design & Construction Project Manager
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Neil Steiner
PE, Principal
910 Glenn Drive
Folsom, CA 95630

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

23. Standard of Care. CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances. CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. CONSULTANT makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

24. Waiver of Liquidated and/or Consequential Damages. CITY and CONSULTANT waive all liquidated and/or consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Agreement or the services provided by

CONSULTANT, regardless of whether such claim or dispute upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Agreement.

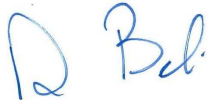
25. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

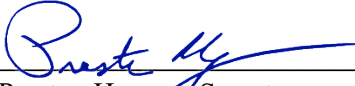
GLUMAC, a California corporation

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
its: Dennis Berlien, President

and

ATTEST:

BY:  _____
its: Preston Hopson, Secretary

BY: _____
CARMEN AVALOS
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

EXHIBIT “A”

City of Roseville
On-Call Electrical Engineering Services
RFP 01-053



City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678
cityclerkroseville@roseville.ca.us

April 18, 2022

Subject: City of Roseville On-Call Electrical Engineering Services RFP 01-053
Glumac Qualification Response

Dear City Clerk Department,

As a close neighbor to the City of Roseville, Glumac is invested in enhancing the amenities and resources you provide to your community. Many of our local employees live and work in Roseville and throughout Placer County. They earn their living, feed their souls and build memories in Roseville. There is no greater joy than to see projects that we have had a hand in throughout our region. Outlined below and throughout our package are the reasons we would like the opportunity to partner with you.

- **Engineering Excellence.** For 50 years, Glumac has been an industry-leader in engineering excellence and innovative design strategies. We believe it is essential that infrastructure be scalable, sustainable and resilient. Our application of design engineering ranges from minor deferred maintenance to major capital outlay projects.
- **Personal Accountability.** Our mission is “Green Buildings that Work”, which emphasizes our approach to beginning with the end in mind when engaging existing buildings or antiquated infrastructure. Glumac understands that when construction wraps up, it does not mean the project is complete. We follow-up, monitoring operations to confirm that our central and distributed systems are functioning as intended with regards to life safety, zero net energy, health and wellness, LEED/T24/OSHPD compliance, and building/system longevity.
- **People.** Quite frankly, this is the “secret sauce”. We are excited to demonstrate our deep resource bench associated with the scope of services identified in this submission. Our dedicated team has overlapping project experience that increases efficiency and effectiveness when delivering multiple parallel projects.
- **Location.** The team we are proposing for this contract is local. Anchored out of our Folsom office, you can rest assured that we have the resources and proximity to be attentive to projects needs.

From the initial conceptual design through the life of the building, Glumac and our team of building industry experts are confident that our working experiences, shared knowledge, and overlapping philosophies create a team that truly brings a value far greater than the sum of its parts.

Glumac engineers bring building engineering, analysis, construction, and operational performance into perspective when addressing design solutions. The team begins work early in the process – advocating building systems design and implementation that functions as the owner intended while saving energy and money.

We very much look forward to expanding our working relationship with the City of Roseville by providing on-call electrical engineering services and adhering to the requirements described in RFP# 01-053, Addendum No. 1 issued on March 28, 2022, and Addendum No. 2 issued on April 6, 2022. On behalf of each member of the proposed team, thank you in advance for your consideration of this proposal.

Sincerely,



Neil Steiner, PE, DBIA, LEED AP
Project Director
GLUMAC A Tetra Tech Company
910 Glenn Drive
Folsom, CA 95630
nsteiner@glumac.com | 916.934.5103



Morgan Richie
Project Manager, Primary Contact
GLUMAC A Tetra Tech Company
910 Glenn Drive
Folsom, CA 95630
mrichie@glumac.com | 916.934.5103

TAB D: RFP UNDERSTANDING

PROJECT APPROACH

Our team of engineers are experienced in varied types of systems and buildings and are the ideal group to perform maintenance and Capital Improvement Plan projects the City is hoping to accomplish with this on-call agreement. Together with our Energy group, we can perform life cycle analyses of proposed systems to assist the City and its stakeholders in evaluating system concepts in the early stages of design. This helps lay the foundation for the Electrical basis of design while considering City needs and aspirations for a particular site.

The proximity of our Folsom office to the city of Roseville puts us in a prime position to be on-site with very little notice for both site assessments and during construction when time is invaluable. At the end of the day, we believe there is a sweet spot on all projects where quality, budget, and schedule align. Albeit hard to achieve, we know it is possible. By leveraging corporate processes that are ubiquitous across all Glumac projects and dedicating staff to document review with a focus on constructability and liability, we have found success in design and installation of all project types and scales. Our self-developed tools allow us to quickly understand, communicate, and track the cost/schedule impacts of evolving design solutions. This level of transparency gives us the ability to focus on “value” during value engineering, rather than wholesale cost-cutting that negates long-term objectives or risk.

The bid and construction phases are of utmost importance. All the stakeholder engagement, design work, and project planning come to a head at this point. During these phases, it is our standard practice to offer the following services:

BID PHASE SUPPORT

Glumac will attend pre-bid meetings, respond to requests for information (RFI's), prepare addenda as required to modify bid documents, assist in the review of bids, bid qualifications, and proposed contract language exceptions during the construction contractor selection process. At the conclusion of the process, we will provide the City with our recommendation for award.

- **Pre-Bid Meeting Attendance:** Members of our team will attend pre-bid meetings at the designated location and, as applicable, attend/lead a job walk of the project site to assist City of Roseville in providing general and detailed project background and answer questions raised by potential bidders that are in attendance.
- **Assist with RFIs Addendum and Technical Related Issues:** Bidder related questions and RFIs that arise during the bid phase will be submitted to City of Roseville and forwarded to the Glumac team. From there, we will prepare answers to these questions and other RFIs for distribution. As necessary, we will prepare addenda to modify the existing bid documents, construction drawings and specifications for distribution to all qualified bidders.

PROJECT APPROACH CONT.

- **Bid Evaluation:** Bid evaluation is of key importance to avoid a bid protest by the unsuccessful bidder. Upon receipt of bids at City of Roseville's designated location, Glumac will carefully evaluate each bid received to ensure that the lowest bidder is also the responsive and responsible bidder. The review will be thorough to verify that the bids satisfy the bid requirements. Following this review, our team will make an award recommendation to City of Roseville.
- **Review of Construction Contracts:** The review of construction contracts and the evaluation of construction project bids is of key importance for the management of construction project costs. Glumac will assist in the review of bids, bid qualifications, and proposed contract language exceptions during the construction contractor selection process. At the conclusion of the process, we will provide City of Roseville with our recommendation for award.

CONSTRUCTION PHASE SUPPORT

Our team of construction management personnel are qualified professionals who can effectively manage the technical complexities of today's construction projects. Our construction management philosophy is to keep the project on schedule and on budget through communication and project controls.

If needed during construction, Glumac will provide engineering services including review of RFIs (Request for Information), shop drawing review, material certifications, review of contractor substitutions, schedule reviews, and will assist with change orders. Glumac provides construction administration services to ensure that the installation conforms to the requirements detailed in the construction documents, and is executed in a manner deemed acceptable to City of Roseville. The construction administration process at Glumac combines both technical expertise and direct practical knowledge to supervise all phases of the construction process and is staffed by full-time professionals with extensive experience in the supervision and administration of construction for projects of varying sizes and complexities.

It is essential that the construction not be delayed, especially due to insufficient communication. As consultants, prompt decision-making is at the core of our business. This means prioritizing efforts through time management strategies such as push-pull schedules and tracking logs. If/when a glut of construction administration work comes forward, we clarify order of priority to ensure that equipment procurement remain on track.

PROJECT APPROACH CONT.

- **Request for Information:** Glumac's team of engineers understands the importance of services during construction and is committed to providing timely and accurate reviews of all contractor inquiries. We pride ourselves in being able to solve complex field issues quickly and find cost-effective solutions to keep the project moving ahead without delays and cost overruns. Internal construction administration processes mandate 3-day max for RFIs.
- **Review of Technical Submittals:** Our project team will review contractor technical submittals including, but not limited to, shop drawings, material certifications, material samples and schedules, as requested by City of Roseville and incorporated into the contract documents. Shop drawings will be reviewed for general conformance with the plans and specifications. Each submittal or shop drawing will be reviewed and returned to City of Roseville, stamped with our shop drawing stamp and marked accordingly. Internal construction administration processes mandate 5-day max for submittal review.
- **Field Observations:** Site inspections are performed at various critical stages of the project installation from initial site work and slab inspections up until the final punch list. The goal of site inspections is to ensure that all requirements of the project specifications and applicable codes are met. Written reports are generated subsequent to each site visit. These reports detail any deficiencies or items requiring corrective action. The items listed in each report are monitored throughout the course of construction, and are verified during follow-up visits. In addition to these regular visits, and as dictated by the project requirements, the construction administration team has the expertise to supervise and coordinate testing of various building systems associated with life-safety.
- **As-Built Records:** Upon completion of a construction contract, Glumac can prepare record drawings by updating the original project plan sheets showing changes that occurred during bidding and construction. Record drawings will be prepared by transferring the updates from red marked plans received from the contractor. The record drawings will be completed in the project BIM files. "Record Drawing" cells will be included on each plan sheet and updates will be clouded to provide distinction from the original design.

QUALITY ASSURANCE/QUALITY CONTROL

Quality assurance and quality control will be provided throughout the design and construction process. Our senior engineering staff has an average of 35 years of experience in the MEP construction industry. That same staff has collaborated to create a QA/QC process that promotes quality assurance as well as design/construction checklists to ensure quality control.

These processes can be broken down into the following two (2) parts:

QUALITY ASSURANCE (QA)

Our QA program begins by defining criteria that a project can be measured and evaluated against. The development of outcome criteria is an essential first step in a QA program, and should be considered a collaborative effort with the project team. This QA criteria will be used as the guidelines for which actual work can be evaluated against.

Glumac has numerous internally created QA Resources available to our projects, these include but are not limited to Glumac Engineering Documents Standards (GEDS) Manual and Glumac BIM Execution Plan (GBEP).

It is the responsibility of the Project Manager and Technical Design Principals to review all QA criteria identified and assemble a plan on how to integrate it with each task order milestone.

QUALITY CONTROL (QC)

Quality Control (QC) includes the continual review and verification of design documents and supporting engineering to assure that the design meets the identified QA criteria. A successful process is also one that evolves with the project, and criteria identified in the QA program should be evaluated for relevancy at each milestone. All documents are to be reviewed independently for compliance with the QA procedures established for that particular project milestone. QC is ongoing throughout the project and also occurs before projects are submitted for permit and prior to the end of each phase deliverable.

Glumac's QC Committee interfaces with each project team at a frequency dependent on the size and complexity of the individual project undergoing quality review, but almost invariably during design development and at various stages of construction documentation. Project teams are assigned a dedicated Technical Design Principal who meets bi-weekly with the corporate QC Committee to review projects with regard to general system selection, areas requiring careful review by other project design team members (i.e. Owner, Architect, etc.), trade coordination issues, load capacity calculations, design engineering conditions, and code compliance issues. The results of these reviews are distributed to the Regional Discipline Leads, Project Manager and Project Executive, and are made available for all technical staff through the firm's Intranet. The Regional Discipline Leads and Project Manager are responsible for ensuring the completion of trade-specific quality control checklists that are included in the permanent file for each task order, and are updated accordingly as design changes are implemented.

EXHIBIT “B”

TAB H: HOURLY RATES

STANDARD HOURLY BILLING RATES

POSITION	RATE
Vice President	250
Project Manager Level 1	205
Project Manager Level 2	210
Project Manager Level 3	215
Project Manager Level 4	225
Project Engineer 1	205
Project Engineer 2	210
Project Engineer 3	215
Project Engineer 4	225
Project Engineer 5	250
Project Coordinator	175
Designer Level 1	150
Designer Level 2	165
Designer Level 3	175
Designer Level 4	185
Designer Level 5	200
BIM Level 1	135
BIM Level 2	150
BIM Level 3	170
BIM Level 4	185
BIM Level 5	200
CAD Level 1	115
CAD Level 2	125
CAD Level 3	135
CAD Level 4	145
CAD Level 5	150

REIMBURSABLE EXPENSES

We propose to invoice for reimbursable expenses including travel, mileage, rental car, tolls, lodging, per diem, and plotting based on our cost. Printing for distribution is not included in this reimbursable expense.



SCHEDULE OF FEES
CUNNINGHAM ENGINEERING CORPORATION
2022-2023 Rates

<u>Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 283.00
Project Manager III	\$ 257.00
Project Manager II	\$ 245.00
Project Manager I	\$ 214.00
Senior Engineer / Hydrologist	\$ 251.00
Senior Engineer	\$ 241.00
Project Engineer III	\$ 196.00
Project Engineer II	\$ 180.00
Project Engineer I	\$ 165.00
Project Planning Manager	\$ 202.00
Staff Engineer II	\$ 149.00
Staff Engineer I	\$ 132.00
Sr. Landscape Architect/Project Manager	\$ 202.00
Sr. Landscape Architect/Planner	\$ 172.00
Landscape Architect III	\$ 159.00
Landscape Architect II	\$ 151.00
Landscape Architect I	\$ 141.00
Sr. Landscape Designer	\$ 137.00
Landscape Designer II	\$ 129.00
Landscape Designer I	\$ 112.00
Project Coordinator II	\$ 135.00
Project Coordinator I	\$ 122.00
Senior Technician	\$ 159.00
Technician/Drafter III	\$ 149.00
Technician/Drafter II	\$ 121.00
Technician/Drafter I	\$ 91.00
Business Manager	\$ 141.00
Clerical	\$ 89.00

Reimbursable Expenses/Outside Services: Cost + 15%

Overtime / Expedited Rate: 35%

Fees subject to change.

Rate Schedule |

CALIFORNIA
STANDARD HOURLY RATES
AS OF JANUARY 1, 2022

Senior Principal	\$230.00
Principal.....	\$205.00
Senior Professional	\$180.00
Professional.....	\$155.00
Senior Technician.....	\$135.00
Technician	\$115.00
Clerical	\$95.00



COUNCIL COMMUNICATION

CC #: 2316
File #: 0800-04

Title: Mechanical Engineering Services - On-Call Professional Design Services Agreements

Contact: Rjahja Canlas 916-774-5740 rcanlas@roseville.ca.us

Meeting Date: 9/21/2022
Item #: 6.12.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt resolutions to approve professional design services agreements for on-call mechanical engineering services with Capital Engineering Consultants, Inc. and GLUMAC.

Additionally, staff requests authorization for the City Manager or his designee to execute two additional one-year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Public Works Department's Facility Services Division maintains, repairs, and rehabilitates 1.35 million square feet of City facilities. A majority of the capital rehabilitation and capital improvement projects require design services from either licensed architects or professional engineers. In April of 2022, staff issued a Request for Proposals soliciting responses for On-Call Mechanical Engineering Services. A total of 6 proposals were received. After a panel review, and based on the firm's experience, qualifications of the team, and understanding of the RFP, two firms were selected and are being recommended for approval of an on-call professional design services agreement. The intent is to utilize these mechanical engineering professional design services agreements to meet project demands. The on-call agreements will allow for more responsiveness to the City's needs along with greater quality control. The on-call agreements do not guarantee an annual amount of work and will be in place on an "as-needed" basis. The initial term (approximately 3 years) commences on the date of award and runs through June 30, 2025.

FISCAL IMPACT

The authorization for the initial three year term is a not-to-exceed amount of \$450,000. The authorization for the two optional one-year renewals is a not-to-exceed amount of \$150,000 per

year. Work performed under these agreements will utilize capital rehabilitation funds and/or capital improvement project funds in the approved City budget.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of professional design services agreements meets the above criteria and is not subject to CEQA. No additional environmental review is required.

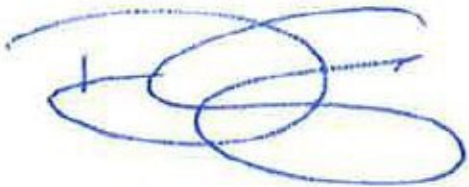
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Rjahja Canlas, Design & Construction Project Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-363

PDSA - Capital Engineering

Resolution 22-364

PDSA - GLUMAC

RESOLUTION NO. 22-363

APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN
THE CITY OF ROSEVILLE AND CAPITAL ENGINEERING CONSULTANTS, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a professional design services agreement regarding on-call mechanical engineering services, by and between the City of Roseville and Capital Engineering Consultants, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT

Mechanical Engineering Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and Capital
Engineering Consultants, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 01-054 for professional services
consisting of on-call mechanical engineering services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated
April 18, 2022, 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 such professional
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, 2025. 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 consultants 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 four hundred fifty thousand dollars (\$450,000) for the initial term of the Agreement. Compensation for optional renewal years of this Agreement shall not exceed one hundred fifty thousand dollars (\$150,000) per year. 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.

CONSULTANT shall maintain billing rates from the date of award through December 31, 2023. For subsequent calendar years, CITY may consider renegotiating billing rates. CONSULTANT shall submit any proposed billing rate changes to CITY for review by December 1st of each year.

4. Indemnification. 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. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) 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.

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	\$2,000,000 each occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$2,000,000 per claim \$4,000,000 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. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated 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 stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These 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>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. 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, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Time is of the Essence. Time is of the essence of this Agreement.

10. 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.

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

12. 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.

13. 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.

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, 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.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

15. 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.

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

17. 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.

18. 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.

19. 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.

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

21. 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.

22. 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

Rjahja Canlas
Design & Construction Project Manager
2005 Hilltop Circle
Roseville, CA 95747

Kevin Stillman
PE, Principal
11020 Sun Center Drive, Ste. 100
Rancho Cordova, CA 95670

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

23. 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

CAPITAL ENGINEERING
CONSULTANTS, INC., a California
corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: THOMAS A. DUVAL
VICE PRESIDENT

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and



BY: KEVIN D. STILLMAN

its: SECRETARY

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

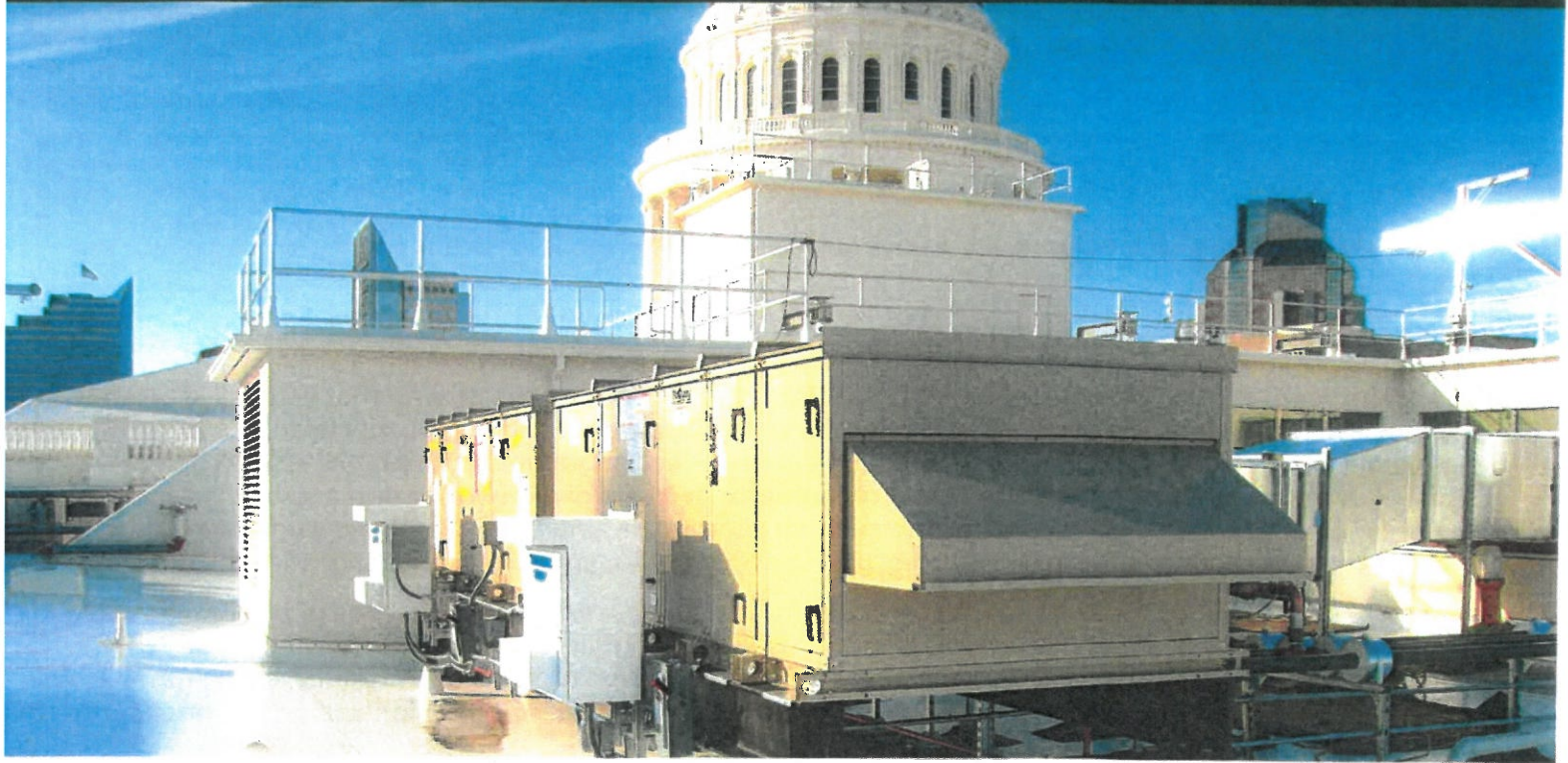
BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
JASON SHYKOWSKI
Public Works Director

EXHIBIT "A"

bring
life to
buildings™



City of Roseville On-Call Mechanical Engineering Services

RFP 01-054

submitted on 4/18/2022



Top: State Capitol East Annex Fan Room Replacements
Bottom: Placer County Finance Administration Building





11020 Sun Center Drive Suite 100
Rancho Cordova, CA 95670

Contact: Kevin Stillman
916-851-3500, kstillman@capital-engineering.com

April 18, 2022

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

Re: RFP 01-054 On-Call Mechanical Engineering Services

Dear Members of the Selection Committee,

Over the years, our opportunities to work with the City of Roseville have proven that you are more than just a client. You are an excellent teammate, helping us deliver our very best on every project. With this solicitation, it is clear the City's "as-needed" engineering needs will be best complemented by a team member with a meaningful portfolio of experience and a strong desire to see your projects through successful completion. Capital Engineering (Capital) is excited and ready to be your teammate on this journey and to continue our positive relationship with the City.

Capital will come into this program having performed similar services on hundreds of public works projects, which affords us a familiarity with the City's high level of design and quality expectations. Our 75+ years of experience has given us an understanding of the critical elements and issues needed for successful public works projects including design efficiencies, operational efficiencies, flexibility in design, and overall value engineering.

The City will have consistent access to myself, Kevin Stillman, as well as each of the additional well-suited team members included in this proposal. We, in turn, will also have access to all the necessary resources for your program as well as the depth of engineering and knowledge resources that support Capital daily.

The following proposal package includes all mandatory requirements and accompanying materials. These documents describe and highlight qualified individuals and projects. The real story, however, is the people and how we all work together and with our clients in a synergistic way. We look forward to continuing our successful partnership and working together to meet your goals and requirements. If you have any questions or require additional information, please feel free to contact me at any time.

Sincere Regards,

Kevin Stillman, PE, LEED AP
Principal
kstillman@capital-engineering.com

Capital Engineering will perform the services and adhere to the requirements described in this RFP, including any addenda (Addendum #1 dated March 28 and Addendum #2 dated April 6).

Understanding your needs

Over our 75+ years of providing Mechanical Engineering services in the greater Sacramento region, Capital has **extensive experience working with municipalities and other governmental and private organizations in On-Call or IDIQ-style service arrangements**. We thrive in this environment and welcome the opportunity these type of contracts allow to develop a **trusted advisor role** with the City of Roseville, where we can both help design solutions to immediate projects as well as assist the City in planning and developing future scopes of work for longer term goals. We understand the **flexible nature** and sometimes **urgency** of task items that can arise under an On-Call agreement, and have a **deep resource pool** available to jump on high-priority projects as needed. *We also look forward to leveraging the "Retainer" arrangement to serve as an on-hand resource for the City whenever needed for advising on future projects, performing site and system surveys to develop Needs Assessments, developing energy studies for feasibility and life-cycle evaluations of proposed improvement, and a host of other potential services.*

Over the years we have worked with several departments within the State of California facilities and real estate divisions, as well as several local Cities, Counties and School Districts facilities departments on "IDIQ" or "On-Call" engineering engagements and **understand the need for prioritizing workflow and effort to match the needs of the project**. The Capital team has extensive experience with Capital Improvement Projects (CIP) ranging in size from the multi-billion dollar airport and healthcare center projects, to small ADA upgrades at numerous institutional, education, and government office facilities. Many of the institutional projects we work on are **continuously occupied** 24-hours a day, 365-days a year and often times require a different project approach and solution compared to a conventional office setting. We are well versed at developing project scopes that can take advantage of fully vacated buildings, or with complexed phased construction to fully support ongoing operations when necessary. *No matter what your project schedule needs, Capital has the expertise to help deliver!*

Resource Management

Today's construction market faces unprecedented challenges in cost escalation, scarce labor pools, and supply chain issues affecting product and equipment availability like we've never seen. These cost and procurement challenges make timely project delivery more important than ever. Coupled with the multi-project nature of an On-Call contract arrangement, a **collaborative and comprehensive resource management approach** across concurrent project demands is critical. Upon contract award and start of any task items, management meetings will be held weekly to review schedules, align staffing with changing priorities, and meet the demands of rapidly evolving schedules. **We value our staff** and make every effort to support them and ensure that they have the resources to achieve success.

We also take staff workloads very seriously, as a ***manageable workflow is key*** to preventing lapses in quality and burn-out. We shift staffing resources as needed to support project teams during peak demand periods. On many of our projects we use ***Gemba boards*** to manage workflow and have daily stand-up meetings with team members to address project challenges and keep schedules on track. Managers and Team Leaders also perform ***rolling three-month look-ahead sessions*** to plan for expected billing and workload.

Capital's highly qualified professionals bring decades of diverse expertise in mechanical design and managerial competence to provide a full range of project planning and design services, ***routinely assuring timely completion of projects***. Our approach to project planning involves a systematic review of cost, time, quality, and personnel assignments throughout all phases of the project. Schedule and costs are closely monitored through an established, in-house, computerized system evaluating project data on a critical path basis. Project quality is maintained through continuous supervision and monitoring by the Project Manager as well as the Principal in Charge and quality assurance personnel.

Typical Project Approach

We believe collaboration is the key to any successful project. Each member of the proposed design team has extensive experience conducting ***facility assessments and developing cost-effective, efficient, and constructible solutions*** for building system renovations and improvements. We understand that ***involving the occupants and operations staff is critical*** to proposing solutions that meet the needs of the facility.

We will collaborate with key City staff as many of the discussions will require input concerning operations, maintenance, phasing, and scheduling for each project to be successful. These discussions will help the City understand and establish confidence in the findings of our studies and recommendations. The ***collaborative environment*** will help leverage the expertise and experience from each team member.

If the project involves an existing site or system, we will begin our HVAC assessment efforts by familiarizing ourselves with the layout and operation prior to our initial site visit. This process involves ***thorough review*** of the available as-built and record drawing documentation of the facility's existing systems. We will then conduct a detailed site investigation to document and verify the existing systems' condition, including their distribution networks, controls, power supply, and other related support systems. During our site investigation, we will ask facilities and maintenance staff to provide their experience with any recent service and repair issues, significant overhauls or renovations that may not appear in record documents, and general history/experience with the systems. We will gather and organize all of the information into a preliminary Assessment Report draft prior to diving into recommendations for system repairs or replacement options.

Discovery & Site Investigation

- Review of all existing documents prior to field survey.
- Site visits to verify the accuracy of existing documents, any discrepancies to be noted and shared with other team members.
- Develop a complete understanding of all existing mechanical and electrical equipment and their relationships, ages, functions and reliability.
- Meeting with City of Moreno Valley staff and team members to discuss the preliminary findings of the site survey to validate the quality of the findings.

Planning

During planning we will develop options and solutions to the requirements deemed necessary to achieve the desired goals. We will factor in work sequencing and constructability, as they have profound impacts on the ultimate cost of the measure. Contingency planning is also important to discuss the impacts of delays, equipment downtime etc. Comparative cost studies of alternate approaches, new equipment replacements, etc. will need to be reviewed. Projects that are identified for further design development can move to the next stages outlined below.

Design Stages

Concept stage: Our focus will be on multiple system approaches with evaluations of the benefits and disadvantages of each. Utility and energy assessments will be performed to help guide decision.

Schematic phase: System narratives and drawings will be developed for stakeholder review. Initial equipment layouts will be provided to verify information. The work effort will allow initial verification that budget requirements are met.

Design development stage: Systems developed to a point that the trade partners can be brought on.

Final design: We will be in close coordination with the trade partners to ensure the systems are fully coordinated with the design and construction work and all constructability and agency feedback is incorporated.

Construction document stage: The team will integrate with the construction efforts and be immediately available for field reviews, responses to information requests, and submittal reviews.

As part of our design services we implement a number of tools to coordinate all issues among the project team. We believe the successful implementation of these tools allows for **increased communication and a clear understanding** of the basis for the design and construction of the project.

- Meeting Notes: Clear, concise, well organized meeting notes are an essential 1st step in the design coordination/integration process.
- Design Decision Log: The tracking of decisions is crucial to the design and coordination effort. Issues will be tracked with decisions noted for easy review of design direction without having to search through meeting notes.
- Responsibility Matrix: To ensure a well-coordinated interface between trades, a responsibility matrix is developed early and continually refined during the design process. This responsibility matrix is incorporated in the contract documents to ensure proper interface between trades during the bidding and construction phase.

Cost Estimates

Depending on the system replacement options proposed, this could be a very complex and multi-phased HVAC Renovation project. It will be important to maintain a collaborative cost estimating process that addresses project scope, constructability, phasing, and scheduling. We will rely on a **combination of internal estimating and input from local subcontractors** to validate the current local bid environment. Our team never relies exclusively on either resource because each project is unique and we have found that we can produce the best results by accessing as many data points as possible.

Office Location

Capital's office is located in Rancho Cordova, roughly 10 miles from Roseville city limits.

1. Our location will not adversely effect our response time or general ability to be on a project site anywhere in Roseville in a timely manner. For example, we have been successfully providing on-call services to Placer County and have not had issues with reporting to any project site within an acceptable timeframe as deemed by the County. We respect our clients and their time schedules, and will do our very best to make our team available and at the site as soon as needed.
2. Our location will not have any adverse effect on price.
3. We do not foresee any difficulties associated with our office location, and do not feel any "strategies" are needed. As with any project site for any client, our team members are ready to hop into a vehicle and show up to any City of Roseville project site whenever needed.

EXHIBIT “B”

**Capital Engineering Consultants, Inc.
2022 Billing Rates**

Sr. Principal	\$240.00 / hour
Principal	\$220.00 / hour
Director	\$210.00 / hour
Sr. Project Manager	\$203.00 / hour
Project Manager	\$195.00 / hour
Field Services	\$190.00 / hour
Senior Engineer	\$172.00 / hour
Engineer	\$158.00 / hour
Senior Designer	\$148.00 / hour
Designer	\$135.00 / hour
Technician / CADD	\$125.00 / hour
Intern	\$117.00 / hour
Project Administrator	\$105.00 / hour
Sr. Admin.	\$70.00 / hour
Clerical / Admin.	\$58.00 / hour

Reimbursable Expenses

Reimbursable expenses include: Postage other than for general correspondence; plan check permit and inspection fees required by governing bodies; plotting of CADD originals; printing and reproduction costs applicable to project submissions to client or review agencies; toll calls; mileage to and from site meetings at IRS allowed rate; overnight or daily delivery service when required to meet a need of the client not the fault of the Engineer or to meet a previously agreed to submission date.

Reimbursable expenses will be billed at actual cost plus a service charge of 10%.

CECI Tax ID No. 94-1492674

RESOLUTION NO. 22-364

APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN
THE CITY OF ROSEVILLE AND GLUMAC, AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional design services agreement regarding on-call mechanical engineering services, by and between the City of Roseville and GLUMAC, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT

Mechanical Engineering Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation (“CITY”), and GLUMAC, a
California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal # 01-053 for professional services
consisting of on-call mechanical engineering services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated
April 18, 2022, 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 such professional
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, 2025. 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 consultants 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 four hundred fifty thousand dollars (\$450,000) for the initial term of the Agreement. Compensation for optional renewal years of this Agreement shall not exceed one hundred fifty thousand dollars (\$150,000) per year. 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.

CONSULTANT shall maintain billing rates from the date of award through December 31, 2023. For subsequent calendar years, CITY may consider renegotiating billing rates. CONSULTANT shall submit any proposed billing rate changes to CITY for review by December 1st of each year.

4. Indemnification. 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 to the extent caused by the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract. 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. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) 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.

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	\$2,000,000 each occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$2,000,000 per claim \$4,000,000 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.

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. To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT's officers, directors, partners, employees, agents, and subconsultants, to CITY, and anyone claiming by, through, or under CITY for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the required limits of insurance in this Agreement. The liability limit in this section will not apply to any claim, damage or liability due to gross negligence or willful misconduct. CITY further covenants that it will not, under any circumstances, bring a lawsuit, demand, or claim of any kind against CONSULTANT's individual employees, officers, directors or agents and that CITY's sole remedy will be against CONSULTANT.

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. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated 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 stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining

agreement of the particular craft, classification or type of worker concerned. These 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>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. 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, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Time is of the Essence. CONSULTANT shall perform its services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the project. In no event will CONSULTANT be responsible for damages due to delays beyond CONSULTANT's reasonable control.

10. 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.

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

12. 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.

13. 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.

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, 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.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location

of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

15. 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.

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

17. 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.

18. 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.

19. 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.

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

21. 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.

22. 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

Rjahja Canlas
Design & Construction Project Manager
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Neil Steiner
PE, Principal
910 Glenn Drive
Folsom, CA 95630

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

23. Standard of Care. CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances. CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. CONSULTANT makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

24. Waiver of Liquidated and/or Consequential Damages. CITY and CONSULTANT waive all liquidated and/or consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Agreement or the services provided by

CONSULTANT, regardless of whether such claim or dispute upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Agreement.

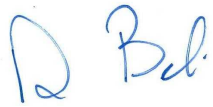
25. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

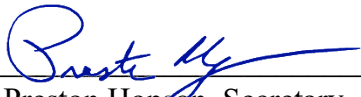
GLUMAC, a California corporation

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
its: Dennis Berlien, President

and

ATTEST:

BY:  _____
its: Preston Hopson, Secretary

BY: _____
CARMEN AVALOS
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

EXHIBIT “A”

City of Roseville

On-Call Mechanical Engineering Services

RFP 01-054



City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678
cityclerkroseville@roseville.ca.us

April 18, 2022

Subject: City of Roseville On-Call Mechanical Engineering Services RFP 01-054
Glumac Qualification Response

Dear City Clerk Department,

As a close neighbor to the City of Roseville, Glumac is invested in enhancing the amenities and resources you provide to your community. Many of our local employees live and work in Roseville and throughout Placer County. They earn their living, feed their souls and build memories in Roseville. There is no greater joy than to see projects that we have had a hand in throughout our region. Outlined below and throughout our package are the reasons we would like the opportunity to partner with you.

- **Engineering Excellence.** For 50 years, Glumac has been an industry-leader in engineering excellence and innovative design strategies. We believe it is essential that infrastructure be scalable, sustainable and resilient. Our application of design engineering ranges from minor deferred maintenance to major capital outlay projects.
- **Personal Accountability.** Our mission is “Green Buildings that Work”, which emphasizes our approach to beginning with the end in mind when engaging existing buildings or antiquated infrastructure. Glumac understands that when construction wraps up, it does not mean the project is complete. We follow-up, monitoring operations to confirm that our central and distributed systems are functioning as intended with regards to life safety, zero net energy, health and wellness, LEED/T24/OSHPD compliance, and building/system longevity.
- **People.** Quite frankly, this is the “secret sauce”. We are excited to demonstrate our deep resource bench associated with the scope of services identified in this submission. Our dedicated team has overlapping project experience that increases efficiency and effectiveness when delivering multiple parallel projects.
- **Location.** The team we are proposing for this contract is local. Anchored out of our Folsom office, you can rest assured that we have the resources and proximity to be attentive to project needs.

From the initial conceptual design through the life of the building, Glumac and our team of building industry experts are confident that our working experiences, shared knowledge, and overlapping philosophies create a team that truly brings a value far greater than the sum of its parts.

Glumac engineers bring building engineering, analysis, construction, and operational performance into perspective when addressing design solutions. The team begins work early in the process – advocating building systems design and implementation that functions as the owner intended while saving energy and money.

We very much look forward to expanding our working relationship with the City of Roseville by providing on-call mechanical engineering services and adhering to the requirements described in RFP# 01-054, Addendum No. 1 issued on March 28, 2022, and Addendum No. 2 issued on April 6, 2022. On behalf of each member of the proposed team, thank you in advance for your consideration of this proposal.

Sincerely,



Neil Steiner, PE, DBIA, LEED AP
Project Director
GLUMAC A Tetra Tech Company
910 Glenn Drive
Folsom, CA 95630
nsteiner@glumac.com | 916.934.5103



Morgan Richie
Project Manager, Primary Contact
GLUMAC A Tetra Tech Company
910 Glenn Drive
Folsom, CA 95630
mrichie@glumac.com | 916.934.5103

PROJECT APPROACH

Our team of engineers are experienced in varied types of systems and buildings and are the ideal group to perform maintenance and Capital Improvement Plan projects the City is hoping to accomplish with this on-call agreement. Together with our Energy group, we can perform life cycle analyses of proposed systems to assist the City and its stakeholders in evaluating system concepts in the early stages of design. This helps lay the foundation for the Mechanical basis of design while considering City needs and aspirations for a particular site.

The proximity of our Folsom office to the city of Roseville puts us in a prime position to be on-site with very little notice for both site assessments and during construction when time is invaluable. At the end of the day, we believe there is a sweet spot on all projects where quality, budget, and schedule align. Albeit hard to achieve, we know it is possible. By leveraging corporate processes that are ubiquitous across all Glumac projects and dedicating staff to document review with a focus on constructability and liability, we have found success in design and installation of all project types and scales. Our self-developed tools allow us to quickly understand, communicate, and track the cost/schedule impacts of evolving design solutions. This level of transparency gives us the ability to focus on “value” during value engineering, rather than wholesale cost-cutting that negates long-term objectives or risk.

The bid and construction phases are of utmost importance. All the stakeholder engagement, design work, and project planning come to a head at this point. During these phases, it is our standard practice to offer the following services:

BID PHASE SUPPORT

Glumac will attend pre-bid meetings, respond to requests for information (RFI's), prepare addenda as required to modify bid documents, assist in the review of bids, bid qualifications, and proposed contract language exceptions during the construction contractor selection process. At the conclusion of the process, we will provide the City with our recommendation for award.

- **Pre-Bid Meeting Attendance:** Members of our team will attend pre-bid meetings at the designated location and, as applicable, attend/lead a job walk of the project site to assist City of Roseville in providing general and detailed project background and answer questions raised by potential bidders that are in attendance.
- **Assist with RFIs Addendum and Technical Related Issues:** Bidder related questions and RFIs that arise during the bid phase will be submitted to City of Roseville and forwarded to the Glumac team. From there, we will prepare answers to these questions and other RFIs for distribution. As necessary, we will prepare addenda to modify the existing bid documents, construction drawings and specifications for distribution to all qualified bidders.

PROJECT APPROACH CONT.

- **Bid Evaluation:** Bid evaluation is of key importance to avoid a bid protest by the unsuccessful bidder. Upon receipt of bids at City of Roseville's designated location, Glumac will carefully evaluate each bid received to ensure that the lowest bidder is also the responsive and responsible bidder. The review will be thorough to verify that the bids satisfy the bid requirements. Following this review, our team will make an award recommendation to City of Roseville.
- **Review of Construction Contracts:** The review of construction contracts and the evaluation of construction project bids is of key importance for the management of construction project costs. Glumac will assist in the review of bids, bid qualifications, and proposed contract language exceptions during the construction contractor selection process. At the conclusion of the process, we will provide City of Roseville with our recommendation for award.

CONSTRUCTION PHASE SUPPORT

Our team of construction management personnel are qualified professionals who can effectively manage the technical complexities of today's construction projects. Our construction management philosophy is to keep the project on schedule and on budget through communication and project controls.

If needed during construction, Glumac will provide engineering services including review of RFIs (Request for Information), shop drawing review, material certifications, review of contractor substitutions, schedule reviews, and will assist with change orders. Glumac provides construction administration services to ensure that the installation conforms to the requirements detailed in the construction documents, and is executed in a manner deemed acceptable to City of Roseville. The construction administration process at Glumac combines both technical expertise and direct practical knowledge to supervise all phases of the construction process and is staffed by full-time professionals with extensive experience in the supervision and administration of construction for projects of varying sizes and complexities.

It is essential that the construction not be delayed, especially due to insufficient communication. As consultants, prompt decision-making is at the core of our business. This means prioritizing efforts through time management strategies such as push-pull schedules and tracking logs. If/when a glut of construction administration work comes forward, we clarify order of priority to ensure that equipment procurement remain on track.

PROJECT APPROACH CONT.

- **Request for Information:** Glumac's team of engineers understands the importance of services during construction and is committed to providing timely and accurate reviews of all contractor inquiries. We pride ourselves in being able to solve complex field issues quickly and find cost-effective solutions to keep the project moving ahead without delays and cost overruns. Internal construction administration processes mandate 3-day max for RFIs.
- **Review of Technical Submittals:** Our project team will review contractor technical submittals including, but not limited to, shop drawings, material certifications, material samples and schedules, as requested by City of Roseville and incorporated into the contract documents. Shop drawings will be reviewed for general conformance with the plans and specifications. Each submittal or shop drawing will be reviewed and returned to City of Roseville, stamped with our shop drawing stamp and marked accordingly. Internal construction administration processes mandate 5-day max for submittal review.
- **Field Observations:** Site inspections are performed at various critical stages of the project installation from initial site work and slab inspections up until the final punch list. The goal of site inspections is to ensure that all requirements of the project specifications and applicable codes are met. Written reports are generated subsequent to each site visit. These reports detail any deficiencies or items requiring corrective action. The items listed in each report are monitored throughout the course of construction, and are verified during follow-up visits. In addition to these regular visits, and as dictated by the project requirements, the construction administration team has the expertise to supervise and coordinate testing of various building systems associated with life-safety.
- **As-Built Records:** Upon completion of a construction contract, Glumac can prepare record drawings by updating the original project plan sheets showing changes that occurred during bidding and construction. Record drawings will be prepared by transferring the updates from red marked plans received from the contractor. The record drawings will be completed in the project BIM files. "Record Drawing" cells will be included on each plan sheet and updates will be clouded to provide distinction from the original design.

QUALITY ASSURANCE/QUALITY CONTROL

Quality assurance and quality control will be provided throughout the design and construction process. Our senior engineering staff has an average of 35 years of experience in the MEP construction industry. That same staff has collaborated to create a QA/QC process that promotes quality assurance as well as design/construction checklists to ensure quality control.

These processes can be broken down into the following two (2) parts:

QUALITY ASSURANCE (QA)

Our QA program begins by defining criteria that a project can be measured and evaluated against. The development of outcome criteria is an essential first step in a QA program, and should be considered a collaborative effort with the project team. This QA criteria will be used as the guidelines for which actual work can be evaluated against.

Glumac has numerous internally created QA Resources available to our projects, these include but are not limited to Glumac Engineering Documents Standards (GEDS) Manual and Glumac BIM Execution Plan (GBEP).

It is the responsibility of the Project Manager and Technical Design Principals to review all QA criteria identified and assemble a plan on how to integrate it with each task order milestone.

QUALITY CONTROL (QC)

Quality Control (QC) includes the continual review and verification of design documents and supporting engineering to assure that the design meets the identified QA criteria. A successful process is also one that evolves with the project, and criteria identified in the QA program should be evaluated for relevancy at each milestone. All documents are to be reviewed independently for compliance with the QA procedures established for that particular project milestone. QC is ongoing throughout the project and also occurs before projects are submitted for permit and prior to the end of each phase deliverable.

Glumac's QC Committee interfaces with each project team at a frequency dependent on the size and complexity of the individual project undergoing quality review, but almost invariably during design development and at various stages of construction documentation. Project teams are assigned a dedicated Technical Design Principal who meets bi-weekly with the corporate QC Committee to review projects with regard to general system selection, areas requiring careful review by other project design team members (i.e. Owner, Architect, etc.), trade coordination issues, load capacity calculations, design engineering conditions, and code compliance issues. The results of these reviews are distributed to the Regional Discipline Leads, Project Manager and Project Executive, and are made available for all technical staff through the firm's Intranet. The Regional Discipline Leads and Project Manager are responsible for ensuring the completion of trade-specific quality control checklists that are included in the permanent file for each task order, and are updated accordingly as design changes are implemented.

EXHIBIT “B”

TAB H: HOURLY RATES

STANDARD HOURLY BILLING RATES

POSITION	RATE
Vice President	250
Project Manager Level 1	205
Project Manager Level 2	210
Project Manager Level 3	215
Project Manager Level 4	225
Project Engineer 1	205
Project Engineer 2	210
Project Engineer 3	215
Project Engineer 4	225
Project Engineer 5	250
Project Coordinator	175
Designer Level 1	150
Designer Level 2	165
Designer Level 3	175
Designer Level 4	185
Designer Level 5	200
BIM Level 1	135
BIM Level 2	150
BIM Level 3	170
BIM Level 4	185
BIM Level 5	200
CAD Level 1	115
CAD Level 2	125
CAD Level 3	135
CAD Level 4	145
CAD Level 5	150

REIMBURSABLE EXPENSES

We propose to invoice for reimbursable expenses including travel, mileage, rental car, tolls, lodging, per diem, and plotting based on our cost. Printing for distribution is not included in this reimbursable expense.



SCHEDULE OF FEES
CUNNINGHAM ENGINEERING CORPORATION
2022-2023 Rates

<u>Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 283.00
Project Manager III	\$ 257.00
Project Manager II	\$ 245.00
Project Manager I	\$ 214.00
Senior Engineer / Hydrologist	\$ 251.00
Senior Engineer	\$ 241.00
Project Engineer III	\$ 196.00
Project Engineer II	\$ 180.00
Project Engineer I	\$ 165.00
Project Planning Manager	\$ 202.00
Staff Engineer II	\$ 149.00
Staff Engineer I	\$ 132.00
Sr. Landscape Architect/Project Manager	\$ 202.00
Sr. Landscape Architect/Planner	\$ 172.00
Landscape Architect III	\$ 159.00
Landscape Architect II	\$ 151.00
Landscape Architect I	\$ 141.00
Sr. Landscape Designer	\$ 137.00
Landscape Designer II	\$ 129.00
Landscape Designer I	\$ 112.00
Project Coordinator II	\$ 135.00
Project Coordinator I	\$ 122.00
Senior Technician	\$ 159.00
Technician/Drafter III	\$ 149.00
Technician/Drafter II	\$ 121.00
Technician/Drafter I	\$ 91.00
Business Manager	\$ 141.00
Clerical	\$ 89.00

Reimbursable Expenses/Outside Services: Cost + 15%

Overtime / Expedited Rate: 35%

Fees subject to change.

Rate Schedule |

CALIFORNIA
STANDARD HOURLY RATES
AS OF JANUARY 1, 2022

Senior Principal	\$230.00
Principal.....	\$205.00
Senior Professional	\$180.00
Professional.....	\$155.00
Senior Technician.....	\$135.00
Technician	\$115.00
Clerical	\$95.00



COUNCIL COMMUNICATION

CC #: 2306

File #: 1002 & 0203-01 & 0201-01

Title: 1415 Vernon Street Property and Vehicle Purchase - Budget Adjustment

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

Meeting Date: 9/21/2022

Item #: 6.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance authorizing a budget adjustment in the amount of \$434,504 from the Electric Fund to cover costs associated with the acquisition of 1415 Vernon Street and approve the purchase of a bucket truck.

BACKGROUND

Roseville is seeing development and growth occur within the Downtown area. To better serve customers in the area, Roseville Electric Utility anticipates the need for a future expansion of the Vernon Street Substation. An expansion of the substation would include the addition of a second transformer, increasing capacity and reliability in the area serviced by this substation. The current substation site is not suitable for expansion and Roseville Electric Utility had the opportunity to acquire the parcel directly adjacent to the substation site, 1415 Vernon Street (APN# 014-041-002-000). The parcel acquisition was approved by City Council and initiated in FY2021-22, and the transaction was finalized in FY2022-23. The final cost of acquiring the property was \$294,504.

The acquisition of 1415 Vernon Street, zoned light industrial and located directly adjacent to the Vernon Substation, is critical and provides Roseville Electric Utility an opportunity for a future expansion to accommodate growth and better serve customers in the area. The City will begin demolition and fencing of the site, and there will be future council communications as work progresses. Environmental review to comply with the California Environmental Qualities Act will be conducted prior to the substation expansion.

Roseville Electric Utility recently added an electric line troubleshooter to the Operations Division to facilitate prompt emergency response and adequate after-hours coverage. Troubleshooters are the critical first-responders when any issues occur on the electric distribution system. Acquiring a bucket truck for a price of \$140,000 will supply the additional troubleshooter with the appropriate vehicle. Fleet Services will facilitate procuring the bucket truck.

The requested budget adjustment of \$434,504 will cover the costs of acquiring 1415 Vernon Street and purchasing the additional bucket truck. There are adequate resources in the Electric fund for this expenditure increase.

FISCAL IMPACT

A budget adjustment allocating \$434,504 from the Electric Fund is proposed to cover costs of purchasing an additional bucket truck and acquiring 1415 Vernon Street. The parcel acquisition was approved by City Council and initiated in FY2021-22, and the transaction was finalized in FY2022-23.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

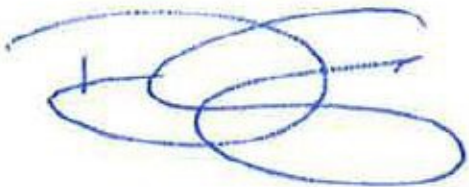
Goal D - Support economic vitality

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Joanna Cucchi, Interim Electric Finance Administrator

Dan Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6552

Budget Adjustment

ORDINANCE NO. 6552

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23
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 2022-23, is hereby amended as listed on the attached budget adjustment for the acquisition costs of 1415 Vernon Street as well as the purchase of a bucket truck.

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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Joanna Cucchi, Interim Electric Finance Administrator FISCAL YEAR: 2022/2023
 PREPARER NAME & TITLE: Matt Nelson, Sr Electric Business Analyst COUNCIL DATE (if applicable): 9/21/2022
 DEPARTMENT/DIVISION: Electric Department ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	6501	70001		294,504	Increase Electric Administration Budget
6001	6552	70001		140,000	Increase Electric Administration Budget
TOTAL				434,504	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	434,504
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001				(434,504)	Decrease the Electric Fund Balance
TOTAL				(434,504)	

Justification for Budget Adjustment:

This budget adjustment requests two increases in the Electric Administration budget. One request is for the not-to-exceed \$294,504 purchase price for the 1415 Vernon St property for electric system expansion at the Vernon Street substation. The budget for this purchase was initially established in FY22 but the purchase did not complete during FY22, so this will re-appropriate in FY23. The second request is for the \$140,000 purchase price of an additional bucket truck for an electric line troubleshooter that was added in Electric Distribution Operations to facilitate prompt emergency response and proper after-hours coverage. There are adequate resources in the Electric fund (6001) for these expenditure increases.

REQUIRED APPROVALS:			
Daniel Beans (Aug 29, 2022 15:18 PDT) REQUESTING DEPARTMENT HEAD / DESIGNEE DATE Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2022.08.30 15:12:48 -07'00' CHIEF FINANCIAL OFFICER / DESIGNEE DATE	Scott Pettingell BUDGET MANAGER / DESIGNEE DATE Digitally signed by Scott Pettingell Date: 2022.08.30 09:26:19 -07'00' CITY MANAGER / DESIGNEE DATE		
BUDGET DEPARTMENT USE ONLY:			
POSTED BY DATE			

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 2322

File #: 0709-03-02 & 0400-04-09-1 & 0201-01

Title: Prospera at Fiddymont, Affordable Rental Housing - Housing Trust Fund Loan Agreement, Promissory Note, Deed of Trust, and Regulatory Agreement and Budget Adjustment

Contact: Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us

Meeting Date: 9/21/2022

Item #: 6.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

- 1) Adopt a resolution approving a Housing Trust Fund Loan Agreement, Promissory Note, Deed of Trust and a Regulatory Agreement and Declaration of Restrictive Covenants with Fiddymont Affordable Partners, L.P., and authorizing the City Manager to execute them and any other necessary documents to fund the Prospera at Fiddymont Affordable Housing Project in the amount of \$2.5 million; and
- 2) Adopt an ordinance approving a budget adjustment to recognize grant revenue and appropriate \$2.8 million of grant expenditures, along with \$2.8 million of matching funds from the City's Local Housing Trust Fund.

BACKGROUND

On April 21, 2021, City Council adopted a resolution to establish the Objective Design Standards (ODS) to streamline the construction of qualified affordable housing projects. The ODS were adopted in order to comply with State housing legislation. Qualified projects that comply with the ODS are subject to a non-discretionary ministerial permit process and can bypass the standard design review process as well as the public notification and hearing process and proceed directly to engineering and building permit review. A qualifying project is a housing development project where no less than 20% of the units are affordable to lower-income households.

On September 8, 2021, the City ministerially approved an affordable housing project, located at 2801 N. Hayden Parkway in the West Roseville Specific Plan (WRSP), using the ODS process. The conditions of approval for WRSP Parcel F-6B required one hundred ninety-five (195) units, with a 100% affordable obligation. Fiddymont Affordable Partners, L.P., the developer, submitted a project proposal that included a density bonus request and increased the unit count to one hundred ninety-eight (198) units. The parcel will house two separate housing projects: a 94-unit tax credit property and a 104-unit workforce housing project.

The 94-unit Prospera at Fiddymment project will have one manager unit and 93 regulated units affordable to the following income levels:

- 10 units for extremely low households that earn 30% of area medium income (AMI);
- 63 units for very low households that earn 50% of AMI; and
- 20 units for low-income households that earn 60% of AMI.

These units will serve a range of local housing needs, including members of the local workforce, families, young couples, single households, and seniors with low and very low incomes. Workers in these units could hold jobs ranging from employment in the service industry, local teachers, office assistants, custodians, retail workers, with job opportunities in Roseville.

The City was awarded a State Housing & Community Development Local Housing Trust Fund (LHTF) grant totaling \$2.8 million to fund affordable housing projects. The grant requires a dollar-for-dollar match of \$2.8 million, bringing the total funding for projects to \$5.6 million.

On April 20, 2022, City Council approved a reservation of Local Housing Trust Funds in the amount of \$2.5 million for the Fiddymment Affordable Partners, L.P. affordable project Prospera at Fiddymment. Half of the funds must be loaned from the City of Roseville Housing Trust Fund and half from the LHTF grant to assist with the construction of Prospera at Fiddymment Ranch. The developers have secured subsequent financing for this project through a combination of Low Income Housing Tax Credits, solar credits, construction and permanent loans, as well as Project Based Vouchers awarded by the Roseville Housing Authority.

In order to secure the Local Housing Trust Fund loan and affordability of the project, staff is requesting approval and execution of the attached loan documents and regulatory agreement, including future subordination agreements. A budget adjustment is recommended to appropriate the state grant and the City's matching funds.

The loan terms for the \$2.5 million include guaranteed affordable rent for 55 years and a residual receipts loan accruing on the outstanding principal balance at a rate of three percent (3%) per annum. These regulatory and loan terms are consistent with previously developed City-assisted affordable housing projects. The City will also be subordinating these documents to the private lender on this project, as is standard with affordable housing development. Staff is also requesting authorization for the City Manager to execute any other necessary documents related to this action, such as subordination agreements and escrow instructions. The recommended agreement before Council will continue to support the City's General Plan in meeting the City of Roseville affordable housing goals.

The 104-unit workforce project will not receive any financial assistance from the City. A subsequent Affordable Rental Housing Agreement for Fiddymment Affordable Partners' workforce project will be brought to City Council for approval and execution in the near future.

FISCAL IMPACT

The City's Local Housing Trust Fund receives funding from developer in-lieu fees, payoffs from resales and payoffs from developer subsidy loans. The Housing Division has funding available in the Housing Trust Fund to match the recently increased State LHTF award of \$2.8M. The recommended budget adjustment appropriates the grant award of \$2.8 million in the Grants Fund

and the required matching funds of \$2.8 million from the Housing Trust Fund in the Local Housing Trust Fund Award non-capital project (#700040). The Prospera at Fiddymont Affordable Housing Project will receive funding \$2.5M in grant and matching funds. The spending plan for the remaining grant funds will be brought forward to the City Council at a later date. No General Fund resources will be used for the loan of funds or implementation of the loan or regulatory Agreements.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects that have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Suzanne Acrell, Housing Analyst

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-371

Loan Agreement

Regulatory Agreement

Deed of Trust

Promissory Note

Ordinance 6556

Budget Adjustment

RESOLUTION NO. 22-371

APPROVING A HOUSING TRUST FUND LOAN AGREEMENT, PROMISSORY NOTE, DEED OF TRUST AND REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, BY AND BETWEEN THE CITY OF ROSEVILLE AND FIDDYMENT AFFORDABLE PARTNERS, LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM AND ANY RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, on April 21, 2021, City Council adopted a resolution to establish the Objective Design Standards (“ODS”) to streamline the construction of qualified affordable housing projects; and

WHEREAS, on September 8, 2021, the City ministerially approved an affordable housing project, located at 2801 N. Hayden Parkway in the West Roseville Specific Plan, using the ODS process; and

WHEREAS, the 94 unit Prospera at Fiddymment project will have one manager unit and 93 regulated affordable units; and

WHEREAS, on April 20, 2022, City Council approved a reservation of Local Housing Trust Funds in the amount of \$2.5 million for the Fiddymment Affordable Partners, L.P. affordable project, Prospera at Fiddymment; and

WHEREAS, in order to secure the Local Housing Trust Fund loan and affordability of the project, staff is requesting approval and execution of the loan documents and regulatory agreement, including but not limited to future subordination agreements; and

WHEREAS, the Housing Trust Fund Loan Agreement, Promissory Note and Deed of Trust have been reviewed by the City Council; and

WHEREAS, a Regulatory Agreement and Declaration of Restrictive Covenants necessary for the City to monitor the affordable housing community at 2801 N. Hayden Parkway, by and between the City of Roseville and Fiddymment Affordable Partners, L.P., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Housing Trust Fund Loan Agreement, Promissory Note, Deed of Trust and the Regulatory Agreement and Declaration of Restrictive Covenants are hereby approved and that the City Manager is authorized to execute them and any related documents, on behalf of the City of Roseville; and

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record the Regulatory Agreement and Deed of Trust, once fully executed, with the Placer County Recorder’s Office.

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

HOUSING TRUST FUND LOAN AGREEMENT

Between

CITY OF ROSEVILLE

and

FIDDYMENT AFFORDABLE PARTNERS, L.P.

2801 N. HAYDEN PARKWAY, ROSEVILLE

**HOUSING TRUST FUND LOAN AGREEMENT
(2801 N. HAYDEN PARKWAY, Roseville)**

This Housing Trust Fund Loan Agreement (the "Agreement") is entered into as of _____, 2022 (the "Effective Date"), by and between the City of Roseville, a municipal corporation (the "CITY"), and Fiddymment Affordable Partners, L.P., a Delaware limited partnership (the "DEVELOPER"), with reference to the following facts:

RECITALS

A. The DEVELOPER intends to construct ninety-four (94) residential rental units including one (1) manager's unit, along with approximately 4,000 square feet of amenity space (the "Development"), of which ninety-three (93) residential rental units (the "Affordable Units") shall be affordable to low, very low and extremely low income households pursuant to the Regulatory Agreement, on property located at 2801 N. Hayden Parkway in the City of Roseville, Placer County, and as more particularly described in Exhibit A attached hereto (collectively, the "Property"). The Property is owned in fee title by the DEVELOPER.

B. In order to make the units in the Development affordable, the DEVELOPER wishes to borrow from the CITY and the CITY wishes to extend to the DEVELOPER a loan of Two Million Five Hundred Thousand Dollars (\$2,500,000) (the "Loan") to be used for construction and permanent financing of the Development. The Loan will be evidenced by a promissory note (the "Note") executed by the DEVELOPER in favor of the CITY and secured by a deed of trust recorded against the Property (the "Deed of Trust").

C. The source of the Loan funds is the Roseville Housing Trust Fund ("Housing Trust Fund").

D. The Loan is being made to the DEVELOPER at an interest rate below the market rate in order to help achieve financial stability for the Development and to increase the supply of affordable rental housing in the CITY. In consideration for the Loan, the DEVELOPER has agreed to provide the Affordable Units for a fifty-five (55) year period. The CITY and the DEVELOPER will record a regulatory agreement (the "Regulatory Agreement") against the Property to ensure the affordability of the Affordable Units. Separate regulatory agreements between the DEVELOPER and the entities providing the Approved Financing may also be executed to ensure the affordability of the Affordable Units.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

The foregoing recitals are hereby incorporated by reference and made part of this Agreement.

**ARTICLE 1.
DEFINITIONS AND EXHIBITS**

Section 1.1 Definitions.

The following capitalized terms have the meanings set forth in this Section 1.1 wherever used in this Agreement, unless otherwise provided:

- (a) "Affordable Units" is defined in paragraph B of the Recitals.
- (b) "Agreement" is this Housing Trust Fund Loan Agreement.
- (c) "Annual Operating Expenses" is defined in Section 2.8(c) below.
- (d) "Approved Financing" shall mean all of the following loans and equity (item (i) referred to as the "Approved Construction Financing" and items (ii)-(v) referred to as the "Approved Permanent Financing") obtained by the DEVELOPER for the Development in addition to the Loan:
 - (i) Construction and Permanent Loan made by [INSERT ISSUER], which is a Senior Loan
 - (ii) City of Roseville Local Housing Trust Fund Loan
 - (iii) Limited Partner capital contributions
 - (iv) State Tax Credit Loan
 - (v) Workforce Reimbursement, Energy Rebate, and Deferred Developer Fee
- (e) "Approved Project Budget" is the pro forma acquisition and construction budget for the Development, including sources and uses of funds, as approved by the CITY, and attached as Exhibit B.
- (f) "City" is defined in the first paragraph of this Agreement.
- (g) "Construction Component" defined in Section 2.1(a) below.
- (h) "County" means the County of Placer, a political subdivision of the State of California.
- (i) "DEVELOPER" is defined in the first paragraph of this Agreement.
- (j) "Deed of Trust" is the deed of trust of even date herewith, among the DEVELOPER, as trustor, Placer Title Company, as trustee, and the CITY, as beneficiary,

that will encumber the Development to secure repayment of the Loan and performance of all covenants of the Loan Documents.

- (k) "Default" is defined in Section 6.1 below.
- (l) "Default Rate" is defined in Section 2.2(b).
- (m) "Development" is defined in paragraph B of the Recitals.
- (n) "DIR" is defined in Section 3.3(c) below.
- (o) "Effective Date" is defined in the first paragraph of this Agreement.
- (p) "Final Disbursement" is defined in Section 2.1(a) below.
- (q) "Gross Revenue" is defined in Section 2.8(c) below.
- (r) "Hazardous Materials" is defined in Section 3.09(a) below.
- (s) "Hazardous Materials Claim" is defined in Section 3.09(b) below.
- (t) "Hazardous Materials Law" is defined in Section 3.09(b) below.
- (u) "Loan" is defined in paragraph C of the Recitals.
- (v) "Loan Documents" are this Agreement, the Note, the Regulatory Agreement, and the Deed of Trust.
- (w) Intentionally omitted.
- (x) "Note" is the promissory note of even date herewith between the DEVELOPER and the CITY evidencing the DEVELOPER's obligation to repay the Loan.
- (y) "Parties" are the CITY and the DEVELOPER.
- (z) "Property" is defined in paragraph B of the Recitals.
- (aa) "Regulatory Agreement" is defined in paragraph D of the Recitals.
- (bb) "Residual Receipts" are defined in Section 2.8(c) below.
- (cc) "Senior Lender" is a lender of a Senior Loan.
- (dd) "Senior Loan" is defined in Section 2.5 below.
- (ee) "Term" is defined in Section 2.8(a) below.
- (ff) "Transfer" is defined in Section 3.14(a) below.

(gg) "Unit" means one of the ninety-four (94) rental housing units (including one manager's Unit) to be constructed on the Property.

Section 1.2 Exhibits.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description of the Property
Exhibit B: Approved Project Budget

**ARTICLE 2.
LOAN PROVISIONS**

Section 2.1 Loan and Applications for Additional Financing.

(a) The CITY shall loan to the DEVELOPER the Loan in the principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) for the purposes set forth in Section 2.3 of this Agreement. The obligation to repay the Loan shall be evidenced by the Note.

Section 2.2 Interest.

(a) Interest. Subject to subsection (b) below, simple interest shall accrue on the outstanding principal balance of the Loan at a rate of three percent (3%) per annum.

(b) Default Interest. Upon the occurrence and continuance of a Default, interest on the Loan shall begin to accrue, as of the date of Default and continuing until such time as the Loan is repaid in full or the Default is cured, at the default rate of the lesser of eight percent (8%) per annum, compounded annually (the "Default Rate") and the highest rate permitted by law.

Section 2.3 Use of Loan Funds. The DEVELOPER shall use the Loan funds to fund construction of the Development and subsequent permanent financing of the Development in a manner consistent with the Approved Financing and Approved Project Budget. The DEVELOPER shall not use the Loan for any other purposes without the prior written consent of the CITY.

Section 2.4 Security. The DEVELOPER shall secure its obligation to repay the Loan, as evidenced by the Note, by executing the Deed of Trust, and recording it as a lien against the Property senior in lien priority to all other deeds of trust recorded against the Property except as provided in Section 2.5 below. The DEVELOPER shall also cause or permit the Regulatory Agreement to be recorded against the Property in a position superior to all other deeds of trust recorded against the Property, except as provided in Section 2.5 below.

Section 2.5 Subordination.

The Loan Documents shall be subordinated to the Construction Loan and Permanent Loan (in each case, a "Senior Loan") and to the loan documents evidencing and securing the Senior Loan. The CITY may subordinate to any other loans or affordability covenants as approved by the CITY in its reasonable discretion.

Section 2.6 Conditions Precedent to Disbursement of Loan Funds.

(a) Maximum Disbursement. The maximum amount of funds to be disbursed pursuant to this Section 2.6 shall not exceed the amount of the Loan.

(b) Conditions Precedent to Disbursement of the Loan. The CITY shall not be obligated to make any disbursements of the Loan or take any other action under the Loan Documents unless all of the following conditions precedent are satisfied prior to each such disbursement of Loan funds:

(i) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement;

(ii) The DEVELOPER has delivered to the CITY a copy of a corporate resolution authorizing the DEVELOPER's execution of the Loan Documents;

(iii) Intentionally deleted

(iv) The DEVELOPER has delivered to the CITY a certificate of good standing dated within thirty (30) calendar days of the Effective Date;

(v) The DEVELOPER has furnished the CITY with evidence of the insurance coverage meeting the requirements of Section 3.15 below;

(vi) The DEVELOPER has caused to be executed and delivered to the CITY all Loan Documents and any other instruments and policies required under the Loan Documents;

(vii) The Deed of Trust and the Regulatory Agreement will be recorded against the Property in the County's Office of the Recorder concurrently with the close of escrow;

(viii) A title insurer reasonably acceptable to the CITY is unconditionally and irrevocably committed to issuing an ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions listed on Schedule B to such Lender's Policy or as may be reasonably acceptable to the CITY (collectively, the "Permitted Encumbrances", and containing such endorsements as the CITY may reasonably require. The DEVELOPER shall provide whatever documentation (including an indemnification agreement), deposits or surety is reasonably required by the title company in order for the CITY's Deed of Trust to be senior in lien priority to any other liens, except approved Senior Loans and other liens approved in writing by CITY;

(ix) The DEVELOPER is in possession of all City zoning and land use approvals required to construct the Development and has provided the CITY with evidence of such approvals;

(x) Intentionally deleted.

(xi) The DEVELOPER has provided to CITY and CITY has approved the Approved Project Budget as set forth in Section 1.1(e) above.

(c) Intentionally deleted.

(d) Intentionally deleted.

Section 2.7 Repayment Schedule.

The Loan shall be repaid as follows:

(a) The Loan and this Agreement shall have a term that commences on the Effective Date and expires on the earlier of: (i) fifty-five (55) years from the date of issuance of the certificate of occupancy or equivalent certification provided by the CITY; or (ii) December 31, 2077 (the "Term").

(b) No later than April 30th of each calendar year commencing the calendar year after the year the Approved Permanent Financing has closed, the DEVELOPER shall make repayments of the Loan for that prior calendar year based on fifty percent (50%) of the available amount of Residual Receipts (as defined below in subsection (c)(iii)). These payments shall be credited first against accrued interest and then against outstanding principal of the Loan, and shall be accompanied by the DEVELOPER's report of Residual Receipts (including an independent auditor's report regarding the auditor's review of Gross Revenue and Annual Operating Expenses). The DEVELOPER shall provide the CITY with any documentation reasonably requested by the CITY to substantiate the DEVELOPER's determination of Residual Receipts. If the repayments are not received by the CITY within fifteen (15) calendar days after the installment is due, DEVELOPER shall pay to the CITY a late charge of five percent (5%) of such installment. Such late charge shall be immediately due and payable without demand by the CITY.

(c) The following definitions shall apply for purposes of Section 2.8(b):

(i) "Annual Operating Expenses", with respect to a particular calendar year during the Term, means the following costs reasonably and actually incurred for operation and maintenance of the Development to the extent that they are consistent with an annual independent audit performed by a certified public accountant using generally accepted accounting principles: property taxes and assessments imposed on the Development; debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on loans that are part of the Approved Financing; property management fees and reimbursements, excluding incentive management fees, not to exceed fees and

reimbursements which are standard in the industry, and pursuant to a management contract approved by the CITY; premiums for property damage and liability insurance; utility services not paid for directly by tenants, including water, sewer, and trash collection; maintenance and repair; any annual license or certificate of occupancy fees required for operation of the Development; security services; advertising and marketing; cash deposited into reserves for capital replacements of the Development in the amount required by Senior Lenders or DEVELOPER's investor limited partner; cash deposited into an operating reserve for the Development in an amount required by Senior Lenders or DEVELOPER's investor limited partner; extraordinary operating costs specifically approved by the CITY; payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves; general partner asset management fees not-to-exceed Twenty Five Thousand Dollars (\$25,000) in the first year and subject to annual increases at three percent (3%); limited partner asset management fees not-to-exceed Eight Thousand Five Hundred Dollars (\$8,500) in the first year and subject to annual increases at three percent (3%); the cost of social services; any tax credit adjuster payments; repayment of any completion or operating loans made to the Developer; deferred developer fees; and other ordinary and reasonable operating expenses approved by the CITY and not listed above. Annual Operating Expenses shall not include the following: depreciation, amortization, depletion or other non-cash expenses or any amount expended from a reserve account.

(ii) "Gross Revenue," with respect to a particular calendar year during the Term, means all revenue, income, receipts, and other consideration actually received by DEVELOPER from operation and leasing of the Development. "Gross Revenue" shall include, but not be limited to: all rents, fees and charges paid by tenants, Section 8 payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements resulting in actual income; proceeds from vending and laundry room machines; the proceeds of business interruption or similar insurance; subject to the rights of Senior Lenders, the proceeds of casualty insurance to the extent not utilized to repair or rebuild the Development (or applied toward the cost of recovering such proceeds) and not payable to the Senior Lenders; and condemnation awards for a taking of part or all of the Development for a temporary period. "Gross Revenue" shall also include the fair market value of any goods or services provided in consideration for the leasing or other use of any portion of the Development. "Gross Revenue" shall not include any rental income received from the Development's commercial space, tenants' security deposits, loan proceeds, capital contributions or similar advances.

(iii) "Residual Receipts", with respect to a particular calendar year during the Term, means the amount by which Gross Revenue (as defined above) exceeds Annual Operating Expenses (as defined above).

(d) In connection with the annual payments required by Section 2.8(b), within one hundred twenty (120) calendar days of the end of the calendar year, the DEVELOPER shall furnish to the CITY an audited statement duly certified by an

independent firm of certified public accountants, setting forth in reasonable detail the computation and amount of Residual Receipts during the preceding calendar year.

(e) The DEVELOPER shall keep and maintain on the Property, or at its principal place of business, or elsewhere with the CITY's written consent, full, complete and appropriate books, records and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail the DEVELOPER's calculation of Residual Receipts. Books, records and accounts relating to the DEVELOPER's compliance with the terms, provisions, covenants and conditions of this Agreement shall be kept and maintained in accordance with generally accepted accounting principles consistently applied, and shall be consistent with requirements of this Agreement which provide for the calculation of Residual Receipts on a cash basis. All such books, records, and accounts shall be open to and available for inspection by the CITY, its auditors or other CITY authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that the DEVELOPER may be required to furnish any governmental agency shall at all reasonable times be open for inspection by the CITY at the place that the books, records and accounts of the DEVELOPER are kept. The DEVELOPER shall preserve records on which any statement of Residual Receipts is based for a period of not less than five (5) years after such statement is rendered.

(f) All principal and accrued interest on the Loan shall be due in full on the earlier to occur of (i) the date of any Default, or (ii) the expiration of the Term.

(g) The CITY and the DEVELOPER shall have the right, but not the obligation, to extend the period for repayment of the Loan if desirable to serve the purposes of this Agreement.

(h) The DEVELOPER shall have the right to prepay the Loan at any time without penalty. However, the Regulatory Agreement shall remain in effect for the entire Term.

Section 2.8 Non-Recourse.

Except as provided below, the DEVELOPER shall not have any direct or indirect personal liability for payment of the principal of, and interest on, the Loan or the performance of the covenants of the DEVELOPER under the Deed of Trust. Following recordation of the Deed of Trust, the sole recourse of the CITY with respect to the principal of, and interest on, the Note and defaults by the DEVELOPER in the performance of its covenants under the Deed of Trust shall be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the CITY thereunder, or (b) be deemed in any way to impair the right of the CITY to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note and the performance of the DEVELOPER's obligations under the Deed of Trust,

except as hereafter set forth; nothing contained herein is intended to relieve the DEVELOPER of its obligation to indemnify the CITY under Section 7.5 of this Agreement, for liability for (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the DEVELOPER other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

ARTICLE 3. LOAN REQUIREMENTS

Section 3.1 Construction Reporting.

During construction of the Development, DEVELOPER shall provide to the CITY, on a monthly basis, copies of construction inspection reports and draw reports provided to construction lenders, at the same time as those reports are provided to construction lenders and regardless of whether the CITY is at the time being requested to make construction disbursements.

Section 3.2 Completion of Construction.

DEVELOPER shall diligently prosecute construction of the Development to completion, and shall cause the completion of the Development no later than required by the California Tax Credit Allocation Committee placed-in-service deadline associated with the Approved Financing, or such later date as the CITY may approve.

Section 3.3 Construction Pursuant to Plans and Laws; Prevailing Wages.

(a) DEVELOPER shall construct the Development in conformance with the Approved Financing and Approved Project Budget and consistent with the plans and specifications utilized to obtain City permits. DEVELOPER shall notify the CITY in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications approved by the City.

(b) DEVELOPER shall cause all construction work to be performed in compliance with (i) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, including without limitation and to the extent applicable, state prevailing wages pursuant to Labor Code Section 1770 et seq., and the regulations pursuant thereto, as further set forth in subsection (c) below; and (ii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any

governmental agency having jurisdiction, and DEVELOPER shall be responsible to the CITY for the procurement and maintenance thereof, as may be required of DEVELOPER and all entities engaged in work on the construction.

(c) This Agreement has been prepared with the intention that CITY assistance under this Agreement meets the exception set forth in Labor Code Section 1720(c)(5)(E) to the general requirement that state prevailing wages be paid in connection with construction work that is paid for in whole or in part out of public funds; provided, however, that nothing in this Agreement constitutes a representation or warranty by any party regarding the applicability of the provisions of Labor Code Section 1720 et seq., and the hiring of apprentices pursuant to Labor Code Sections 1777.5 et seq., to the Approved Financing. If applicable to the Approved Financing or Approved Project Budget, the DEVELOPER shall pay and shall cause the contractor and subcontractors to pay prevailing wages in connection with the construction of the Development, as those wages are determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices as required by Labor Code Sections 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations ("DIR"). The DEVELOPER shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the CITY) the CITY against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the DEVELOPER, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR in connection with the any other work undertaken or in connection with the Property. The requirements in this Subsection shall survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

Section 3.4 Mechanics Liens, Stop Payment Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop payment notice affecting the Loan is served on the CITY or any other lender or other third party in connection with the Development, then DEVELOPER shall, within thirty (30) calendar days after such filing or service, either pay and fully discharge the lien or stop payment notice, effect the release of such lien or stop payment notice by delivering to the CITY a surety bond in sufficient form and amount, or provide the CITY with other assurance satisfactory to the CITY that the claim of lien or stop payment notice will be paid or discharged.

(b) If DEVELOPER fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the CITY may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at DEVELOPER'S expense. Alternately, the CITY may require DEVELOPER to immediately deposit with the CITY the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The CITY may use such deposit to satisfy any claim or lien that is adversely determined against DEVELOPER.

(c) DEVELOPER shall file a valid notice of cessation or notice of completion upon cessation of construction on the Development and take all other reasonable steps to forestall the assertion of claims of lien against the Property. DEVELOPER authorizes the CITY, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that the CITY deems necessary or desirable to protect its interest in the Property.

Section 3.5 Inspections.

DEVELOPER shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection of the construction by the CITY and by public authorities during reasonable business hours for the purposes of determining compliance with this Agreement.

Section 3.6 Equal Opportunity.

During construction of the Development there shall be no discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work.

Section 3.7 Information and Annual Reporting.

(a) The DEVELOPER shall provide any information reasonably requested by the CITY in connection with the Development in connection with the DEVELOPER's use of the Loan funds. In particular, the DEVELOPER shall provide the CITY with annual reports required by the Regulatory Agreement, including but not limited to reports regarding the Development's rent and occupancy levels, as well as the annual operating budget. Without limitation, the DEVELOPER shall provide the CITY no later than the ninetieth (90th) day after the close of each calendar year following the Effective Date, hardcopies and PDF copies of the following documents:

(i) insurance certificates detailing all coverage required under Section 3.15 below;

(ii) evidence of payment of property taxes or property tax exemption for the Development, as applicable;

(iii) audited financial statements for the Development and DEVELOPER; and

(iv) an occupancy report including: (i) the verified income of each tenant or household, (ii) the number and demographic information of tenants in each household; (iii) the current rents charged each tenant or household and whether these rents include utilities, and (iv) the date tenancy commenced for each Affordable Unit;

(b) Substitution of Monitoring and Compliance Reports Prepared for Other Financing Programs. If similar reports on some or all of the Affordable Units are required for regulatory compliance with other financing programs, those reports may be deemed satisfactory for the purpose of this Section by the CITY, with respect to the portion of the requirements of this Section covered by such reports, provided that copies are provided on an annual basis to the CITY with an owner certification addressed to the CITY certifying that the DEVELOPER is not in default under this Agreement.

Section 3.8 Records. The DEVELOPER shall keep and maintain at the Development, or elsewhere with the CITY's written consent, full, complete and appropriate books, record and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail the DEVELOPER's compliance with the terms and provisions of this Agreement. All such books, records, and accounts shall be open to and available for audit, inspection and copying by the CITY, their auditors or other authorized representatives at reasonable intervals during normal business hours. The DEVELOPER shall preserve such records for a period of not less than five (5) years after the creation of such records. Such records shall include all invoices, receipts, and other documents related to expenditures from the Loan funds. Records must be kept accurate and current.

Section 3.9 Hazardous Materials.

(a) The DEVELOPER shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. The DEVELOPER shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction of projects like the Development or kept and used in and about residential property of this type.

(b) The DEVELOPER shall immediately advise the CITY in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the DEVELOPER or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against the DEVELOPER or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) the DEVELOPER's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in the California Health and Safety Code) under the

provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The CITY shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by the DEVELOPER. The DEVELOPER shall defend, indemnify and hold harmless the CITY and its councilmembers, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by the CITY in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to defend and indemnify shall survive termination of this Agreement.

(d) Without the CITY's prior written consent, which shall not be unreasonably withheld, the DEVELOPER shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the CITY's reasonable judgment, impair the value of the CITY's security hereunder; provided, however, that the CITY's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the CITY's consent before taking such action, provided that in such event the DEVELOPER shall notify the CITY as soon as practicable of any action so taken. The CITY agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) the DEVELOPER will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) the DEVELOPER establishes to the reasonable satisfaction of the CITY that there is no reasonable alternative to such remedial action which would result in less impairment of the CITY's security hereunder; or (iv) the action has been agreed to by the CITY.

(e) The DEVELOPER hereby acknowledges and agrees that (i) this Section is intended as the CITY's written request for information (and the DEVELOPER's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(f) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the CITY's or the trustee's rights and remedies under the Deed of Trust, the CITY may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (i) the rights and remedies of an unsecured creditor, including reduction of its claim against the DEVELOPER to judgment, and (ii) any other rights and remedies permitted by law. For purposes of determining the CITY's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the DEVELOPER shall be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the DEVELOPER knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys' fees, incurred by the CITY in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) and the maximum rate permitted by law, until paid, shall be added to the indebtedness secured by the Deed of Trust and shall be due and payable to the CITY upon its demand made at any time following the conclusion of such action.

Section 3.10 Maintenance and Damage.

(a) During the course of both construction and operation of the Development, the DEVELOPER shall maintain the Development and the Property in good repair, reasonable wear and tear excepted, and in a neat, clean and orderly condition. If there arises a condition in contravention of this requirement, and if the DEVELOPER has not cured such condition within thirty (30) calendar days after receiving a CITY notice of such a condition, or within ninety (90) calendar days after receiving a CITY notice of such a condition in the case of a condition that cannot be reasonably remedied in thirty (30) calendar days, then in addition to any other rights available to the CITY, the CITY shall have the right to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property.

(b) Subject to the requirements of Senior Lenders, and if economically feasible in the CITY's reasonable judgment after consultation with the DEVELOPER, if any improvement now or in the future on the Property is damaged or destroyed, then the DEVELOPER shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications for the Development. Such work or repair shall be commenced no later than the later of one hundred twenty (120) calendar days, or such longer period approved by the CITY in writing, after the damage or loss occurs or thirty (30) calendar days following receipt of the insurance proceeds, and shall be complete within one year thereafter. Any insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, then the DEVELOPER shall make up the deficiency. If the DEVELOPER does not make repairs, then any insurance proceeds collected for such damage or destruction shall be promptly delivered to the CITY as a special repayment of the Loan, subject to the rights of the Senior Lenders, if any.

Section 3.11 Fees and Taxes. The DEVELOPER shall be solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development to the extent owned by the DEVELOPER, and shall pay such charges prior to delinquency. However, the DEVELOPER shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by the CITY, the DEVELOPER deposits with the CITY any funds or other forms of assurance that the CITY in good faith from time to time determines appropriate to protect the CITY from the consequences of the contest being unsuccessful.

Section 3.12 Notice of Litigation.

The DEVELOPER shall promptly notify the CITY in writing of any litigation which has the potential to materially affect the DEVELOPER or the Property or the Development and of any claims or disputes that involve a material risk of such litigation.

Section 3.13 Nondiscrimination.

(a) DEVELOPER herein covenants by and for itself, its subcontractors, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, nor denial of the benefits of this Agreement to, any person or group of persons, on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS) or political affiliation or belief, nor any unlawful discrimination against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. DEVELOPER shall ensure that the evaluation and treatment of employees and applicants for employment

are free of such discrimination or harassment. In addition to the foregoing general obligations, DEVELOPER shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to DEVELOPER services or works required of CITY by the State of California pursuant to agreement between CITY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and DEVELOPER and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) The provisions of paragraph (a) shall further apply to the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Development, and DEVELOPER and any person claiming under or through the DEVELOPER, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the Development.

(c) Notwithstanding paragraph (a), with respect to familial status, paragraph (a) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (a) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (a).

(d) The DEVELOPER shall include the provisions contained in this Section in all contracts and subcontracts related to the Development.

(e) The requirements in this Section shall survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

Section 3.14 Transfer.

(a) For purposes of this Agreement, "Transfer" is any sale, assignment, or transfer, whether voluntary or involuntary, of (i) any of DEVELOPER'S rights and/or duties under this Agreement, and/or (ii) any ownership interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and the DEVELOPER retains title. "Transfer" shall exclude the leasing of any single unit in the Development to an occupant, the granting of security interest in connection with the Approved Financing, and the transfer of an easement interest in the Property

for utility purposes. The limitations on DEVELOPER's right of Transfer contained in this Section 3.14 also shall not apply to:

- (i) any foreclosure, deed in lieu of foreclosure, or other remedial action lawfully taken by any Senior Lender holding a security interest in the Property with priority over the CITY's interests;
- (ii) the transfer of limited partner interests in DEVELOPER,
- (iii) the removal or buy-out of a general partner or a limited partner pursuant to the terms and conditions of DEVELOPER's organizational document or any purchase option agreement or put option agreement contemplated thereby;
- (iv) transfers to a tax-exempt entity under the direct control of or under common control with DEVELOPER or a general partner of DEVELOPER (provided that the City shall not unreasonably withhold its consent to a transfer of general partner interest to a tax-exempt entity that is not under the direct control with DEVELOPER or a general partner of DEVELOPER if such transfer will maintain the property tax exemption for the Property);
- (v) any mortgage, deed of trust, or other form of conveyance for restructuring or refinancing of any amount of senior indebtedness for the Project, provided that the amount of indebtedness incurred in the restructuring or refinancing is not in excess of eighty-five percent (85%) of the then applicable value of the Project;
- (vi) the granting of easements to any appropriate governmental agency or utility or permits to facilitate the development of the Project;
- (vii) the transfer (A) of an interest in and/or of an existing partner to another existing partner, or (B) of an interest in an existing general partner to an affiliate of any general partner;
- (viii) transfers of an interest to a new partner which is an affiliate of an existing partner, including transfers of an additional general partner interest to an affiliate of a limited partner; or
- (ix) transfer of the Project or partnership interests in DEVELOPER to a general partner of DEVELOPER at the end of the fifteen year Tax Credit initial compliance period;
- (x) any mortgage, deed of trust, or other form of conveyance for any subordinate Approved Financing (i.e. subordinate to the Deed of Trust), or refinancing thereof, Permitted Encumbrances, or the recording of a regulatory agreement in connection with the tax credit requirements applicable to the Development

The City Manager or his/her designee is authorized to execute assignment and assumption agreements on behalf of the CITY to implement any approved Transfer.

(b) CITY is entering into this Agreement based on the experience, skill, and ability to perform of DEVELOPER. The DEVELOPER recognizes that its qualifications and identity are of particular concern to the CITY, in view of: (i) the importance of affordable housing to the general welfare of the community; (ii) the reliance by the CITY upon the unique qualifications and ability of the DEVELOPER to ensure the quality of the affordability, use, operation, and maintenance of the Development; (iii) the requirement that the Development be used for affordable housing; and (iv) DEVELOPER's representation that the Development is not to be acquired or used for speculation, but only for operation by the DEVELOPER in accordance with the Regulatory Agreement.

(c) No Transfer not specifically authorized in this Section 3.14 shall be permitted without the prior written consent of the CITY, which the CITY may withhold in its reasonable discretion. The Loan shall automatically accelerate and be due in full upon any Transfer made without the prior written consent of the CITY.

(d) Intentionally deleted.

Section 3.15 Insurance Requirements.

(a) The DEVELOPER shall maintain the following insurance coverage throughout the Term of the Loan:

(i) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(ii) Comprehensive General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations (occurrence form CG-0001).

(iii) Comprehensive Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(iv) Property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the CITY, naming the CITY as a Loss Payee, as its interests may appear. Flood insurance shall be obtained if required by applicable federal regulations.

The DEVELOPER shall cause any general contractor, agent, or subcontractor working on the Development under direct contract with the DEVELOPER or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (a)(i), (a)(ii), and (a)(iii) above, except that the limit of liability for comprehensive general liability insurance for subcontractors shall be One Million Dollars (\$1,000,000), and shall require that such insurance shall meet all of the general requirements of subsections (b), (c), and (d) below, including, without limitation, the requirement of subsection (c). Liability and Comprehensive Automobile Liability insurance to be maintained by such contractors and agents pursuant to this subsection shall name as additional insureds the CITY, its officers, officials, agents, employees and volunteers.

(b) The required insurance shall be provided under an occurrence form, and the DEVELOPER shall maintain the coverage described in subsection (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs shall be included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII.

(c) Certificates. All insurance coverages referenced in subparagraph (a) above, shall be evidenced by one or more certificates of coverage or, with the consent of the CITY, demonstrated by other evidence of coverage acceptable to the CITY, which shall be filed by DEVELOPER and approved by the CITY prior to disbursement of the Loan. Such certificates shall be kept current during the term of this Agreement; shall provide that CITY shall be given no less than thirty (30) calendar days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) calendar days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in subparagraph (a)(ii) of this Section, and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in subparagraph (a)(iii) of this Section, DEVELOPER shall also file with the CITY evidence of coverage an endorsement from the insurance provider naming CITY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of DEVELOPER not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of CITY shall pertain only to liability for activities of DEVELOPER under this Agreement, and that the insurance provided is primary coverage to CITY with respect to any insurance or self-insurance programs maintained by CITY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not

use the following forms: CG 20 10 10 93 or 03 94. Upon request by the CITY, DEVELOPER shall provide or arrange for the insurer to provide within thirty (30) calendar days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, the CITY, which approval shall not be denied unless the CITY determines that the deductibles or self-insured retentions are unreasonably large in relation to the Loan and the Development and the risks of liability associated with the activities required of DEVELOPER by this Agreement. At the option of and upon request by the CITY if the City determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects CITY, its officers, employees, agents and volunteers or DEVELOPER shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

ARTICLE 4.

AFFORDABLE HOUSING REQUIREMENTS

Section 4.1 Affordability Restrictions.

In consideration for the Loan to be provided to the DEVELOPER on below-market terms, the DEVELOPER hereby agrees that ninety three (93) Units shall be affordable to low, very low and extremely low income tenants for fifty-five (55) years as further specified in the Regulatory Agreement between the DEVELOPER and CITY and other regulatory agreements between the DEVELOPER and providers of the Approved Financing. The DEVELOPER shall record against the Property, prior to the disbursement of any Loan funds, the Regulatory Agreement.

ARTICLE 5.

REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

Section 5.1 Representations and Warranties.

The DEVELOPER hereby represents and warrants to the CITY as follows:

(a) Organization. The DEVELOPER is a duly organized Delaware limited partnership, validly existing and in good standing under the laws of the States of California and Delaware and has the power and authority to own its property and carry on its business as now being conducted.

(b) Authority of the DEVELOPER. The DEVELOPER has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other

documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the DEVELOPER, and all actions required under the DEVELOPER's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and the Loan Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the DEVELOPER enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement and the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the DEVELOPER, or any provision of the organizational documents of the DEVELOPER, or will conflict with or constitute a breach of or a default under any agreement to which the DEVELOPER is a party, or will result in the creation or imposition of any lien upon any assets or property of the DEVELOPER, other than liens established pursuant hereto.

(f) Compliance With Laws; Consents and Approvals. The construction and operation of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of officers of any government or agency.

(g) Pending Proceedings. The DEVELOPER is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the DEVELOPER, threatened against or affecting the DEVELOPER or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to the DEVELOPER, materially affect the DEVELOPER's ability to repay the Loan or impair the security to be given to the CITY pursuant hereto.

(h) Title to Land. At the time of recordation of the Deed of Trust, the DEVELOPER will have acquired the Property in fee, and there will exist thereon or with

respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and liens in favor of the CITY or for the Approved Financing, except for Permitted Encumbrances and liens approved in writing by the CITY.

(i) Financial Statements. The financial statements of the DEVELOPER and other financial data and information furnished by the DEVELOPER to the CITY fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any adverse, material change in the financial condition of the DEVELOPER from that shown by such financial statements and other data and information.

(j) Taxes. The DEVELOPER has filed all federal and other material tax returns and reports required to be filed, and has paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon the DEVELOPER or the DEVELOPER's income or the Property otherwise due and payable, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against the DEVELOPER that could, if made, be reasonably expected to have a material adverse effect upon the Property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of the DEVELOPER, taken as a whole, which would be expected to result in a material impairment of the ability of the DEVELOPER to perform under any Loan Document to which it is a party, or a material adverse effect upon the legality, validity, binding effect or enforceability against the DEVELOPER of any Loan Document.

ARTICLE 6. DEFAULT AND REMEDIES

Section 6.1 Events of Default.

Each of the following shall constitute a "Default" by the DEVELOPER under this Agreement:

(a) Failure to Make Payment. Failure to repay the principal and any interest on the Loan within ten (10) calendar days after receipt of written notice from the CITY that such payment is due pursuant to the Loan Documents.

(b) Breach of Covenants. Failure by the DEVELOPER to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents, and such failure having continued uncured for thirty (30) calendar days after receipt of written notice thereof from the CITY to the DEVELOPER or, if the breach cannot be cured within thirty (30) calendar days, the DEVELOPER shall not be in breach so long as the DEVELOPER is diligently undertaking to cure such breach; provided, however, that if a different period or notice requirement is specified under any other Section of this Article 6, the specific provisions shall control.

(c) Default Under Other Loans. A default is declared under any other financing for the Development by the lender of such financing, subject to applicable notice and cure periods.

(d) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging the DEVELOPER to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of the DEVELOPER or seeking any arrangement for the DEVELOPER under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of the DEVELOPER in bankruptcy or insolvency or for any of their properties, or (iv) directing the winding up or liquidation of the DEVELOPER, if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) calendar days; or the DEVELOPER shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the events of Default in this paragraph shall act to accelerate automatically, without the need for any action by the CITY, the indebtedness evidenced by the Note.

(e) Assignment; Attachment. The DEVELOPER shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the CITY, the indebtedness evidenced by the Note.

(f) Suspension; Termination. The DEVELOPER shall have voluntarily suspended its business or, shall have been dissolved or terminated.

(g) Liens on Property and the Development. There shall be filed any claim of lien (other than Permitted Encumbrances or liens in connection with the Approved Financing, and liens approved in writing by the CITY) against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) calendar days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the CITY.

(h) Condemnation. The condemnation, seizure, or appropriation of all or the substantial part of the Property and the Development other than by the CITY.

(i) Unauthorized Transfer. Any Transfer other than as permitted by Section 3.14.

(j) Representation or Warranty Incorrect. Any DEVELOPER representation or warranty contained in this Agreement, or in any application, financial

statement, certificate, or report submitted to the CITY in connection with any of the Loan Documents, proving to have been incorrect in any material respect when made or when later due to be performed.

Section 6.2 Remedies.

Notwithstanding anything to the contrary in any of the Loan Documents, any partners of the DEVELOPER shall have the right but not the obligation to cure any Default. The Limited Partner of DEVELOPER shall be given a duplicate notice of any Default at the address set forth in Section 7.9 of this Agreement. The CITY agrees that any cure of a Default by any partners of the DEVELOPER shall be deemed to be a cure by the DEVELOPER, and shall be accepted or rejected on the same basis as if made or tendered by the DEVELOPER. The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the CITY or automatically where so specified, relieve the CITY of any obligation to make or continue the Loan and shall give the CITY the right to proceed with any and all remedies set forth in this Agreement and the Loan Documents, including but not limited to the following:

(a) Acceleration of Note. The CITY shall have the right to cause all indebtedness of the DEVELOPER to the CITY under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. The DEVELOPER waives all right to presentment, demand, protest or notice of protest or dishonor. The CITY may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the CITY as a creditor and secured party under the law, including the Uniform Commercial Code, and including foreclosure under the Deed of Trust.

(b) Specific Performance. The CITY shall have the right to mandamus or other suit, action or proceeding at law or in equity to require the DEVELOPER to perform its obligations and covenants under the Loan Documents or to enjoin acts on things which may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at the DEVELOPER's Expense. The CITY shall have the right (but not the obligation) to cure any monetary default by the DEVELOPER under a loan other than the Loan. The DEVELOPER agrees to reimburse the CITY for any funds advanced by the CITY to cure a monetary default by the DEVELOPER upon demand therefor, together with interest thereon at the lesser of the maximum rate permitted by law and the Default Rate from the date of expenditure until the date of reimbursement.

Section 6.3 Right of Contest.

The DEVELOPER shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the CITY or the rights of the CITY hereunder.

Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the CITY by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the CITY by the terms of any such instrument, or by any statute or otherwise against the DEVELOPER and any other person. Neither the failure nor any delay on the part of the CITY to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the CITY of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 7. GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the CITY and the DEVELOPER or its agents, employees or contractors, and the DEVELOPER shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. The DEVELOPER has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the acquisition, construction, and operation of the Development, the DEVELOPER shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. The DEVELOPER shall be solely responsible for its own acts and those of its agents and employees.

Section 7.2 No Claims.

Nothing contained in this Agreement shall create or justify any claim against the CITY by any person that the DEVELOPER may have employed or with whom the DEVELOPER may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the purchase of the Property, the construction or operation of the Development, and the DEVELOPER shall include similar requirements in any contracts entered into for the construction or operation of the Development.

Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement shall be valid unless made in writing by the Parties. The City Manager is authorized to execute on behalf of the CITY amendments to the Loan Documents or amended and restated Loan Documents so long

as the City Council first approves any material change in the amount or terms of this Agreement or in the amounts or terms of financing provided by other parties for the Development, requiring conforming amendments to the Loan Documents.

Section 7.4 Loan Documents.

In the event of any conflict among the Loan Documents, the most restrictive requirements shall apply.

Section 7.5 Indemnification.

(a) To the full extent permitted by law, the DEVELOPER shall indemnify, defend at its own expense, and hold the CITY and its elected officials, officers, employees and agents in their official capacity (collectively "Indemnitees") harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the purchase of the Property, development, construction, marketing and operation of the Development, except to the extent such claim arises from the grossly negligent or willful misconduct of the CITY or Indemnitees. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under the attorney-client privilege or attorney work product privilege.

(b) The provisions of this Section shall survive the expiration of the Term, the reconveyance of the Deed of Trust, and any release of part or all of the Property from the burdens of this Agreement. 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.

Section 7.6 Non-Liability of CITY Officials, Employees and Agents.

No official, employee or agent of the CITY shall be personally liable to the DEVELOPER in the event of any default or breach by the CITY or for any amount which may become due to the DEVELOPER or its successor or on any obligation under the terms of this Agreement.

Section 7.7 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement.

Section 7.8 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in subsection (b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who

is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. The DEVELOPER shall exercise due diligence to ensure that the prohibition in this Section is followed.

(b) The conflict of interest provisions of subsection (a) above apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of the CITY, or any person related within the third (3rd) degree of such person.

(c) In accordance with Government Code Section 1090 and the Political Reform Act, Government Code Section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of the DEVELOPER, or immediate family member of any of the preceding, shall make or participate in a decision, made by the CITY or a CITY council, board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or the DEVELOPER. Interpretation of this Section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code Section 87100 et seq., its implementing regulations manual and codes, and Government Code Section 1090.

Section 7.9 Notices, Demands and Communications.

Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

DEVELOPER: Fiddymment Affordable Partners, L.P.
1350 Columbia Street, Suite 802
San Diego, CA 92101
Attn: Greg Gossard

with a copy to:

Red Stone A7 III LLC
350 West 5th Ave., Suite 4830
New York, NY 10118

with a copy to:

Fiddymment Ranch Investor 2022, LLP
c/o Candeur Group, LLC
50 California Street, Suite 3200
San Francisco, CA 94111

with a copy to:

Holland & Knight LLP
10 St. James Avenue
Boston, MA 02116
Attn: Jarrod Connors

CITY: City of Roseville
311 Vernon Street
Roseville, California 95678
Attn: City Manager

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable). Any notice sent to DEVELOPER will also be sent to DEVELOPER'S limited partner.

Section 7.10 Applicable Law and Venue.

This Agreement shall be governed by and construed in accordance with California law. Venue shall be Placer County.

Section 7.11 Parties Bound.

Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is

intended to run with the land and shall bind the DEVELOPER and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof shall inure to the benefit of the CITY and its successors and assigns.

Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by either Party shall not be deemed to be in Default where delays or defaults are due to war, terrorism, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, or court order. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within ten (10) calendar days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within ten (10) calendar days of receipt of the notice. In no event shall the CITY be required to agree to cumulative delays in excess of one hundred eighty (180) calendar days.

Section 7.15 CITY Approval.

The CITY has authorized the City Manager to execute the Loan Documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Loan and the existence of the DEVELOPER defaults under the Loan Documents. Any consents or approvals required under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies.

Section 7.16 Waivers.

Any waiver by the CITY of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the CITY to take action on any breach or default of the DEVELOPER or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to the DEVELOPER to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the CITY to any act or omission by the DEVELOPER shall not be construed to be a consent to any other or subsequent

act or omission or to waive the requirement for the CITY's written consent to future waivers.

Section 7.17 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 7.18 Entire Understanding of the Parties.

This Agreement constitutes the entire understanding and agreement of the Parties with respect to the Loan. If there is any conflict between this Agreement and any other Loan Documents, the most restrictive provisions shall control.

Section 7.19 Multiple Originals; Counterparts.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[Signatures on following page.]

[Remainder of page intentionally blank.]

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 DEVELOPER has caused this Agreement to be executed.

City of Roseville, a
municipal corporation:

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MELISSA ANGUIANO
Economic Development Director

DEVELOPER:

FIDDYMENT AFFORDABLE PARTNERS, L.P., a
Delaware Limited Partnership

By: Fiddy Affordable, LLC,
a Delaware limited liability company,
its General Partner

By: Hampstead Development Partners, LLC,
a Delaware limited liability company,
its Managing Member

By: _____
Name: Gregory Gossard
Title: President

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

Lot 5, as shown on the "Final Map of Fiddymment Ranch - Phase 3, Village F-6, Subdivision No. PL16-0364", filed September 28, 2021, in Book FF of Maps, Page 75, in the Office of the County Recorder of said County.

APN: 492-500-002-000

Former APN: 492-012-088-000

EXHIBIT B
APPROVED PROJECT BUDGET

Prospera @ Fiddymnt - Affordable				94 Units	
LIHTC					
Sources and Uses of Funds*		4%	Scenario	Fiddymnt Affordable Partners, L.P.	
SOURCES:		Project Debt - current rents	int. rate:	5.63%	[NOI]
		Project Debt - earnout proceeds			10,274,000
		Est. Energy Subsidies	Rough	Net	982,000
		Income during Constr.	see detail:	[Constr. Ops]	50,000
		Workforce Lease Payment			0
		City Soft Funds			1,272,587
\$	0.91	Solar Credits			2,500,000
		State Credit Equity			\$ 0.91
		LIHTC Federal Equity	Feb-20	Credit Rates:	4.00% 9.00%
		Is this a 4% or 9% Transaction? =====>	4%		\$ 0.82
					\$ 0.89
					19,041,850
		Total SOURCES:			
		(Gap - Deferred Developer Fee)/Surplus			(3,210,811)
USES:		ACQUISITION & HARD COSTS			
<u>Acquisition:</u>					
		Land and Building(s)	Existing Note:	0	5 475
			Equity Partner:	0	
			Equity Partner Sale Proceeds:	0	
			Seller Note	0	
			Closing Costs	0	
			GP Proceeds:	475	
		<u>Direct Construction Costs:</u>			
		Construction Costs	208,476	per unit	19,596,779
		Site Work	42,900	per unit	4,032,553
		Community Building/Amenities - Affordable Share	11,263	per unit	1,058,687
			262,638	per unit	24,688,019
		Community Building/Amenities - Workforce Share	12,236	per unit	1,272,587
		Total Hard Costs	274,875	per unit	25,960,606
		General Requirements	1.05%		260,078
		General Cond.	3.16%		779,212
		Builder Profit/Overhead	4.44%		1,095,283
		Total	8.65%		2,134,572
		Contingency	5.00%	of budget	1,404,759
		Total Const Costs:	312,527	per unit	29,499,937
		TOTAL Acquisition & Hard Costs:			29,500,412
SOFT COSTS					
<u>Construction Related:</u>					
		Architect	1.98%	of constr. costs	584,461
		Bond Premium	1.15%		131,225
		Security during Construction			93,585
		Civil Engineering			85,468
		Low-voltage Consultant	0.07%	of constr. costs	20,747
		Dry Utilities Coordination			23,031
		PV Design			26,195
		Lender's Inspector			22,500
		Construction Management	\$0	per unit	118,687
		Special Testing	\$0	per unit	23,737
		Permit Fees			99,967
		Impact Fees			4,667,652
		Builders Risk/CCIP/Sub-Guard			454,760
		<u>Borrower Legal:</u>			
		GP Equity			0
		Legal Consulting Fees			25,000
		Other			15,000
		Borrower's Counsel			75,000
		HUD Regulatory			0
		<u>Due Diligence:</u>			
		Appraisal/Market Study/RCS			14,500
		CTCAC Energy Analysis			10,000
		Market Study			4,500
		Phase I Audit/Geotech			15,000
		Survey			10,000
		<u>Miscellaneous:</u>			
		Title/Disbursements			40,000
		Marketing			15,000
		Accounting			25,000
		Real Estate Taxes			0
		Real Estate Transfer Taxes			0
		FF&E			100,000
		Pre-Development Interest			100,000
		Travel & Misc.			25,000
		Soft Cost Contingency	0.37%	of total sources	150,000
		TOTAL Soft Costs:			6,976,014
RESERVES					
		Pre-Funded Reserve for Replacement	see detail:	[NOI]	\$0 0
		Operating Reserve			\$0 0
		Transition Reserve	OR	0.00%	0 0
		TOTAL Reserves:			0
FINANCING					
		Financing Costs	see detail:	[Debt]	502,374
		Construction Interest & Debt Service	see detail:	[Construc.]	829,377
		Investor Due Diligence Fee			25,000
		State Finance Agency Fees	TC Alloc. %:	5%	Loan Fee:
			App Fee:	\$8,564	154,696
			Reservation Fee:	\$0	
		Compliance Monitoring Fee	\$38,540	1st year	
		TOTAL Financing:			1,511,447
DEVELOPER FEE					
		Rehabilitation	15.00%	Basis 35,983,891	Fee 5,397,584
		Acquisition	15.00%	0	0
				35,983,891	100% 0%
		TOTAL Developer Fee:			5,397,584
		Total USES:			43,385,455

NO FEE DOCUMENT

PER GOV'T CODE § 27383

RECORDING REQUESTED BY

AND WHEN RECORDED, MAIL TO:

City of Roseville
CITY Clerk
311 Vernon Street
Roseville, CA 95678

**REGULATORY AGREEMENT AND DECLARATION OF
RESTRICTIVE COVENANTS**

(Project: Prospera at Fiddymment – 2801 N. Hayden Parkway, Roseville)

This Regulatory Agreement and Declaration of Restrictive Covenants (“Regulatory Agreement”) is made this ____ day of _____, 2022 (“Effective Date”), by and between the City of Roseville, a municipal corporation (“CITY”), and Fiddymment Affordable Partners, L.P., a Delaware limited partnership (“OWNER/DEVELOPER”).

RECITALS

A. OWNER/DEVELOPER is the owner of real property located at 2801 N. Hayden Parkway, Roseville, California, (as more particularly described in **Exhibit A** (the “Property”)). OWNER/DEVELOPER proposes to develop a ninety-four (94) unit multi-family apartment project (the “Project”) on the Property, ninety-three (93) of which shall be rented at rents that are affordable to Low (60% of Area Median Income (AMI)), Very Low (50% AMI), and Extremely Low (30% AMI) income households (collectively, the “Regulated Units”), with one manager’s unit. The Project is intended to serve as a community resource by providing decent, safe, and sanitary housing for households which would otherwise be unable to afford such housing. Development of the property is governed by the Downtown Specific Plan.

B. The CITY has agreed to provide OWNER/DEVELOPER with financial assistance in the form of a loan in the principal amount of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) to assist OWNER/DEVELOPER in the construction and permanent financing of the Project in the form of a deferred residual receipts loan, with three percent (3%) simple interest, per annum, accruing on the entire principal amount from the date of the initial disbursement of loan proceeds (the “Loan”).

C. The source of the Loan funds is the Local Housing Trust Fund.

D. OWNER/DEVELOPER is financing the Project through a combination of equity raised through Low Income Housing Tax Credits, equity raised through solar credits, construction and permanent loans from banks, and the Loan.

OWNER/DEVELOPER is simultaneously: (1) executing a Loan Agreement, a Promissory Note and a Deed of Trust evidencing and regulating certain aspects of the Loan; (2) recording the Deed of Trust to secure the Loan; and (3) as further consideration for the Loan, and to further the public interests of the CITY in seeing the Project maintained as affordable housing, OWNER/DEVELOPER is executing and recording this Regulatory Agreement. The Loan Agreement, the Promissory Note, the Deed of Trust, and this Regulatory Agreement are collectively referred to herein as the "Loan Documents."

E. This Regulatory Agreement is being executed and recorded pursuant to the requirements of California Health and Safety Code Section 33334.3 which further requires the recordation of the "Notice of Affordability Restrictions on Transfer of Property," attached hereto as **Exhibit B**. The purpose of this Regulatory Agreement is to regulate and restrict the occupancy, rents, operation, ownership, and management of the Project for the benefit of Project occupants and the people of the City of Roseville. The covenants in this Regulatory Agreement are intended to run with the land and be binding on OWNER/DEVELOPER and OWNER/DEVELOPER's successors in interest for the full term of this Regulatory Agreement. This Regulatory Agreement, in conjunction with any other regulatory agreements between the OWNER/DEVELOPER and other providers of financing, will ensure the Project's continuing affordability.

F. The Loan is being made to OWNER/DEVELOPER at an interest rate below the market rate in order to help achieve financial stability for the Project and to increase the supply of affordable rental housing in the CITY. In consideration for the Loan, OWNER/DEVELOPER has agreed to observe all the terms and conditions set forth below.

NOW, THEREFORE, OWNER/DEVELOPER and the CITY hereby agree as follows:

DEFINITIONS

The following terms have the meanings set forth herein wherever used in this Regulatory Agreement or attached exhibits.

1. **"CITY"** means the City of Roseville, a municipal corporation.
2. **"AREA MEDIAN INCOME"** (referred to herein as "AMI") means the median income for the Metropolitan Statistical Area which includes the City of Roseville ("MSA"), with adjustments for household size, as determined from time to time by the U.S. Department of Housing and Urban Development ("HUD") pursuant to Section 8(f)(3) of the United States Housing Act of 1937 as amended, or such other method of median income calculation applicable to the City of Roseville that HUD may hereafter adopt in connection with said Act. If HUD should cease making such determination, the CITY may designate another method of calculation of area median income used by any federal or state agency and applicable to the City of Roseville. During the period a regulatory

agreement governing the allocation and award of any federal tax credits is in effect, Area Median Income shall be determined in accordance with such regulatory agreement and 26 U.S.C., Section 42.

3. **“DEED OF TRUST”** means the Deed of Trust executed contemporaneously with this Regulatory Agreement and recorded against the Property as security for the Loan and other obligations by OWNER/DEVELOPER, as trustor and the CITY as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust.

4. **“LOAN”** means the loan of funds provided by the CITY to OWNER/DEVELOPER for the Project pursuant to the Loan Agreement.

5. **“LOAN AGREEMENT”** means the Loan Agreement executed contemporaneously with this Regulatory Agreement by OWNER/DEVELOPER and the CITY, which governs the Loan, as well as any amendments to, modifications of, or restatements of said loan agreement.

6. **“LOAN DOCUMENTS”** means, collectively, the Loan Agreement, the Promissory Note, the Deed of Trust and this Regulatory Agreement for the Project, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

7. **“NOTE”** means the promissory note or notes executed contemporaneously with this Regulatory Agreement by OWNER/DEVELOPER in favor of the CITY evidencing the Loan, which is secured by the Deed of Trust, as well as any amendments to, modifications of, or restatements of said promissory note(s). The Note is on file with the City of Roseville.

8. **“OWNER/DEVELOPER”** means Fiddymment Affordable Partners, L.P., a Delaware limited partnership, together with its permitted successors and assigns.

9. **“PROJECT”** means the development, construction and operation of a ninety-four (94) unit residential, multi-family rental apartment project on the Property to be rented at rents that are affordable to Low, Very Low and Extremely Low income households, one (1) unregulated manager’s unit and any additional improvements, landscaping, roads, and parking spaces existing thereon, as the same may from time to time exist.

10. **“PROPERTY”** means the real property located at 2801 N. Hayden Parkway, Roseville, California, 95747 identified and described in **Exhibit A**, attached hereto and incorporated into this Regulatory Agreement by this reference, and any buildings or improvements now or hereafter situated on such real property.

11. **“QUALIFYING HOUSEHOLD”** means a household in which household income does not exceed the percentage of Area Median Income prescribed for the applicable housing unit by the terms of this Regulatory Agreement.

12. **“QUALIFYING RENT”** means the maximum monthly rent allowed under Exhibit C “adjusted for family size appropriate to the unit” (as such term is defined by California Health and Safety Code Sections 50052.5 and 50053) including a reasonable allowance for tenant-paid utilities (also known as Utility Allowance). During the period a regulatory agreement governing the allocation and award of any federal tax credits is in effect, Qualifying Rent shall be determined in accordance with such regulatory agreement and 26 U.S.C., Section 42, for initial and ongoing occupancy of tenants.

13. **“REGULATED UNITS”** means ninety-three (93) rental dwelling units of the ninety-four (94) rental dwelling units on the Property constructed for the Project that shall be rented at rents that are affordable Low, Very Low and Extremely Low income households and having the following composition: twenty-two (22) one (1) bedroom units, forty (40) two (2) bedroom units, and thirty-one (31) three (3) bedroom units.

OWNER/DEVELOPER’S OBLIGATIONS

14. **COMPLIANCE WITH LOAN DOCUMENTS.** OWNER/DEVELOPER’s actions with respect to the Property and the use of Loan funds shall at all times be in full conformity with the requirements of the Loan Documents.

15. **TERM OF AGREEMENT.** This Regulatory Agreement shall commence upon the Effective Date and shall remain in full force and effect for fifty-five (55) years after the date OWNER/DEVELOPER obtains a Certificate of Occupancy from the CITY for the Project or, in the event the Project has multiple buildings or structures, a Certificate of Occupancy for the last habitable building or structure for the Project. The obligations in this Regulatory Agreement shall remain effective and fully binding on OWNER/DEVELOPER for this full term regardless of any expiration of the term of any loan, any payment, or prepayment of any loan, any assignment of a note, any reconveyance of a deed of trust, or any sale, assignment, transfer, or conveyance of the Property (other than certain transfers by foreclosure, deed in lieu of foreclosure, exercise of the power of sale or other similar transfer), unless terminated earlier by the CITY in a recorded writing.

16. **LEGAL INTEREST IN PROJECT.** OWNER/DEVELOPER represents that it has legal interest in the Property and that all other persons holding legal or equitable interests in the Property have signed an “Acknowledgement and Consent Certificate”, in a form approved by the City Attorney of the CITY, acknowledging and consenting to the terms of this Regulatory Agreement. All persons holding any legal or equitable interest in the Property shall be bound by this Regulatory Agreement.

PROJECT OCCUPANCY AND RENTS

17. **OCCUPANCY OF PROJECT.** OWNER/DEVELOPER shall limit, for the full term of this Regulatory Agreement identified in paragraph 15, above, the rental of Regulated Units to Qualifying Households according to the schedule contained in **Exhibit C** herein, which is hereby incorporated by reference into this Regulatory Agreement. The income levels and other qualifications of applicants shall be certified prior to initial occupancy in conformance with the Final Management Plan identified in paragraph 25, below, and the City of Roseville's rules governing income certification, as these rules may be amended from time to time by California law or as required in order to comply with California law, provided, however, during the period a regulatory agreement governing the allocation and award of any federal tax credits is in effect, income levels and other qualifications of applicants shall be determined in accordance with such regulatory agreement and 26 U.S.C., Section 42. Specifically, OWNER/DEVELOPER covenants and agrees that for the full term of this Regulatory Agreement it shall reserve for occupancy: (i) three (3) one-bedroom, four (4) two-bedroom, and three (3) three-bedroom Regulated Units for households whose income does not exceed thirty percent (30%) of AMI; (ii) fourteen (14) one-bedroom, twenty eight (28) two-bedroom, and twenty-one (21) three-bedroom Regulated Units for households whose income does not exceed fifty percent (50%) of AMI; and (iii) five (5) one-bedroom, eight (8) two-bedroom, and seven (7) three-bedroom Regulated Units for households whose income does not exceed sixty percent (60%) of AMI. As of the date hereof, the Project is intended to have the benefit of a contract with respect to project based rental assistance under Section 8 of the United States Housing Act of 1937, as amended with respect to 8 of the units in the Project (the "Section 8 Units" which are intended to be rented to households whose income does not exceed thirty percent (30%) of AMI (the "Section 8 Contract"). If during the term of this Regulatory Agreement, the Section 8 Contract is not renewed or is terminated, then the Project must continue to reserve a total of ten (10) Regulated Units for households whose income does not exceed thirty percent (30%) of AMI. Rents for those ten (10) units shall be adjusted as allowed by Tax Credit Law and the CA Tax Credit Allocation Committee. The remaining one (1) unregulated unit shall be a two-bedroom unit reserved for use by on-site Project management staff.

The Project shall be owned, managed and operated as a single, multi-family residential rental project, which may be comprised of several buildings and structures, each consisting of more than one residential dwelling unit, together with facilities functionally related and subordinate thereto, in accordance with the applicable provisions of the Internal Revenue Code and applicable California law, as the same may be amended from time to time. All of the residential dwelling units in the Project will be similarly constructed and shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family, including sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink. None of the residential dwelling units shall be utilized, at any time, on a transient basis. Neither the Project, nor any portion thereof, shall ever be used as a hotel, motel, hostel, vacation rental, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park, or court.

OWNER/DEVELOPER shall further ensure that reasonable support services for the residents of this Project are provided, such as, but not limited to, life skills training, social and recreational programs, educational, health and nutritional programs, and computer training.

18. **PROJECT RENTS.** Rents for Regulated Units shall be limited to Qualifying Rents as set forth in **Exhibit C** as the same may be revised from time to time in accordance with this Regulatory Agreement and applicable federal or state laws and regulations. Rent shall be no greater than considered "affordable rent" for the applicable household pursuant to Sections 50052.5 and 50053 of the California Health and Safety Code, as amended, or any successor statute thereto, including the use of a CITY-approved utility allowance. Nothing in this Regulatory Agreement shall prevent OWNER/DEVELOPER from charging lower rents. Notwithstanding the foregoing, during the period a regulatory agreement governing the allocation and award of any federal tax credits is in effect, Qualifying Rent shall be determined in accordance with such regulatory agreement and 26 U.S.C., Section 42, for initial and ongoing occupancy of tenants

19. **SECURITY DEPOSITS.** Any security deposits collected by OWNER/DEVELOPER or OWNER/DEVELOPER's agent shall be kept separate and apart from all other funds in a trust account with a depository insured by the Federal Deposit Insurance Corporation or other comparable federal deposit insurance program and shall be held and disbursed in accordance with California law. The balance in the trust account shall at all times equal or exceed the aggregate of all outstanding obligations, plus accrued interest thereon.

20. **RENTAL INCREASES FOR EXISTING TENANTS ON THE PROPERTY.** Irrespective of when income limits are published under applicable tax credit law, rents for Regulated Units may be adjusted no more frequently than: (a) after the initial twelve (12) months following the date of initial occupancy or (b) every twelve (12) months following the last permissible date of recorded rental adjustment. Additionally, in no event shall the amount of annual rent increase exceed the amount of annual rent increase allowed by Tax Credit Law. Rents for Regulated Units may be adjusted annually to coincide with the increases in the Annual Adjustment Factors ("AAFs") as published by the United States Department of Housing and Urban Development ("HUD") for the West Region.

In the event that HUD terminates publication of the AAFs, rents shall be adjusted as allowed by Tax Credit Law and the CA Tax Credit Allocation Committee, provided, however, in the event a regulatory agreement governing the allocation and award of any federal tax credits no longer is in effect rents shall be adjusted annually to coincide with the State Department of Housing and Community Development ("HCD") State Income Limits, using the limits established for Placer County, adjusted for household size, unit type and affordability. If OWNER/DEVELOPER does not agree with the adjustment factors provided herein, OWNER/DEVELOPER may, within fifteen (15) calendar days of notification by the CITY's Economic Development Director or successor ("the EDD") of that year's adjustment, present to the EDD information on which it wishes to base its annual rent adjustment. The EDD will review this information and decide on which

adjustment factor OWNER/DEVELOPER shall base its annual rent increase. The decision of the EDD shall be final.

21. CONDOMINIUM CONVERSION PROHIBITED. OWNER/DEVELOPER shall not convert Project units, including Regulated Units and/or any unregulated units, to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Project units, during the term of this Regulatory Agreement.

22. NONDISCRIMINATION.

A. OWNER/DEVELOPER herein covenants by and for itself, its subcontractors, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, nor denial of the benefits of this Regulatory Agreement to, any person or group of persons, on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), genetic information, military or veteran status, familial status, source of income, or political affiliation or belief, nor any unlawful discrimination against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave, genetic information, military or veteran status, familial status, source of income, or political affiliation or belief. OWNER/DEVELOPER shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, OWNER/DEVELOPER shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, Section 10000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Regulatory Agreement subcontracts to OWNER/DEVELOPER services or works required of the CITY by the State of California pursuant to agreement between the CITY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a) through (f), set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are expressly incorporated into this Regulatory Agreement by reference and made a part hereof as if set forth in full, and OWNER/DEVELOPER and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

B. The provisions of paragraph (A) shall further apply to the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Project, and OWNER/DEVELOPER and any person claiming under or through the

OWNER/DEVELOPER, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the Project.

C. OWNER/DEVELOPER shall include the provisions contained in this section in all contracts and subcontracts related to the Project.

D. The requirements in this section shall survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

23. MANAGEMENT RESPONSIBILITIES. OWNER/DEVELOPER is specifically responsible, subject to its obligations herein, for all management functions with respect to the Property, including, without limitation, the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The CITY shall have no responsibility over management of the Property. A resident manager or an alternative designated contact shall be required to reside on-site.

24. INTENTIONALLY OMITTED.

25. DRAFT AND FINAL MANAGEMENT PLANS.

A. **DRAFT MANAGEMENT PLAN.** OWNER/DEVELOPER shall prepare and submit to the CITY a Draft Management Plan for the CITY's review and approval. The Draft Management Plan shall be submitted to the CITY at least one hundred eighty (180) calendar days prior to the anticipated date for completion of construction of the Project. The Draft Management Plan shall contain, but is not limited to, specific statement as to (1) the identity, experience and duties of all employees of the Management Agency who intend to manage the Project; (2) marketing policies and strategies; (3) tenancy occupancy rules and regulations; (4) rental procedures and tenant income limitation; (5) eviction procedures; (6) operating policies and guidelines; (7) reserve account policies; (8) maintenance and capital improvement policies; (9) shall provide as an exhibit thereto a sample form of lease agreement; and (10) any provisions required by the Loan Agreement. Upon transfer of OWNER/ DEVELOPER's interest in the Project, the party to whom the Project is transferred shall, as a condition of such transfer, provide the CITY with a copy of such party's Management Plan for the Project, which plan shall provide statements as called for herein.

B. **CITY REVIEW OF DRAFT MANAGEMENT PLAN.** Upon submittal of the Draft Management Plan by OWNER/DEVELOPER to the CITY, the CITY shall review the Draft Management Plan and provide written comments to OWNER/DEVELOPER within ninety (90) calendar days or as soon thereafter as is practicable.

C. **FINAL MANAGEMENT PLAN.** Prior to issuance of any Certificate of Occupancy for the Project, OWNER/DEVELOPER shall submit a Final Management Plan to the CITY for its review and final approval no later than thirty (30) calendar days prior to the anticipated date for completion of construction of the Project.

Notwithstanding the foregoing, the CITY shall have the right to review and approve any proposed amendments to OWNER/DEVELOPER's contract with its management firm, or any new management contracts, during the term of this Regulatory Agreement; provided, however, that the CITY's approval shall not be required for a renewal of the initial management contract.

26. **MANAGEMENT AGENCY.** The Project shall at all times be managed by an experienced Management Agency reasonably acceptable to the CITY, with demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe and sanitary housing. The City shall have the right to require a change in the Management Agency or the on-site manager for reasonable cause at any time during the term of this Regulatory Agreement, subject to the prior written consent of the Senior Lenders and the tax credit investor. During the monitoring as described in paragraph 32, the CITY will assess the Management Agency's ability to operate the Project in a decent, safe and sanitary manner. Calls for police and fire services at a significantly greater number or with a significantly greater frequency of serious calls and frequent fair housing complaints by tenants or applicants may be among criteria considered by the CITY in determining whether any management change shall be required.

OWNER/DEVELOPER shall submit for the CITY's approval the identity of any proposed Management Agency. OWNER/DEVELOPER shall also submit such additional information about the background, experience, and financial condition of any proposed Management Agency as is reasonably necessary for the CITY to determine whether the proposed Management Agency meets the standards for a qualified Management Agency set forth above.

If the proposed Management Agency meets the standards for a qualified Management Agency set forth above, the CITY shall approve the proposed Management Agency by notifying OWNER/DEVELOPER in writing. Unless the proposed Management Agency is disapproved by the CITY within thirty (30) calendar days of said submission of identity and qualifications of proposed Management Agency, which disapproval shall state reasonable specificity the basis for disapproval, it shall be deemed approved. The CITY hereby approves of the use of FPI Management, Inc., a California Corporation, engaged in the provision of multi-family residential and commercial property management services, as the designated initial Management Agency for the Project.

27. **DISMISSAL OF MANAGEMENT AGENCY.** Within fifteen (15) calendar days from OWNER/DEVELOPER's receipt of any recommendation by CITY staff to dismiss the Management Agency, OWNER/DEVELOPER shall either dismiss the Management Agency or request a meeting with CITY staff representatives to discuss

further. If an agreement cannot be reached with CITY staff representatives, OWNER/DEVELOPER may request a public meeting to discuss the CITY recommendation. If, after conducting a requested public meeting, the CITY Council supports said recommendation of CITY staff, OWNER/DEVELOPER shall promptly dismiss the Management Agency and shall appoint as the new Management Agency a person or entity which meets the standards for Management Agency and is approved by the CITY as set forth in paragraph 26.

28. MAINTENANCE AND SECURITY. OWNER/DEVELOPER shall at its own cost and expense maintain the Property in good condition, in good repair, and in decent, safe, sanitary, habitable, and tenantable living condition for the benefit of Project occupants. OWNER/DEVELOPER shall not commit or permit any waste on or to the Property, and shall prevent and/or rectify any physical deterioration of the Property. OWNER/DEVELOPER shall provide adequate security equipment for the safety of Project occupants and to minimize the need for public safety calls. OWNER/DEVELOPER shall maintain the Property in conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations and the Management Plan; but OWNER/DEVELOPER's maintenance obligations shall not be limited only to the standards contained in these laws or the Management Plan.

In the event the OWNER/DEVELOPER fails to maintain the Property in accordance with the foregoing standards, and after at least seven (7) calendar days' prior written notice to OWNER/DEVELOPER and the Senior Lenders, the CITY or its agent may, but shall be under no obligation to, enter upon the Property, make such repairs or replacements as are deemed necessary in the CITY's reasonable discretion (with the prior written consent of the Senior Lenders), and provide for payment thereof. Any amount advanced by the CITY to make such repairs, together with interest thereon from the date of such advance at the same rate of interest as specified in the Note for the Project (unless payment of such an interest rate would be contrary to applicable law, in which case interest shall accrue at the highest rate then allowed by applicable law), shall become an additional obligation of OWNER/DEVELOPER to the CITY, and shall be secured by the Deed of Trust.

29. UNIT VACANCIES. OWNER/DEVELOPER shall use its best efforts to fill vacancies in Regulated Units as quickly as possible.

30. INSPECTIONS AND RECORDS. OWNER/DEVELOPER shall maintain complete, accurate and current records which clearly document OWNER/DEVELOPER's performance of its obligations to operate the Property and the Project under the terms of this Regulatory Agreement. OWNER/DEVELOPER shall submit any records reasonably requested by the CITY in connection with the Project to the CITY within ten (10) business days of the CITY's request. OWNER/DEVELOPER shall also permit the CITY or its duly authorized representatives to enter and inspect the Property and the Project for compliance with obligations under this Regulatory Agreement upon seventy-two (72) hours advance notice of such visit by the CITY to OWNER/DEVELOPER or OWNER/DEVELOPER's Management Agency and to tenants of any inspected Project

units, subject to the provisions of the leases regarding inspection and entry rights, which provisions must otherwise be consistent with state law.

All tenant lists, applications and waiting lists relating to the Regulated Units shall at all times be kept separate and identifiable from any other business of the OWNER/DEVELOPER and shall be maintained as required by the CITY, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the CITY. OWNER/DEVELOPER shall retain copies of all materials obtained or produced with respect to occupancy of the Regulated Units for a period of at least five (5) years.

The CITY shall also have the right to perform on-site inspections of the Project, including the Regulated Units, as is reasonably required to ensure compliance with the Loan Documents, but in any case at least once per year. OWNER/DEVELOPER agrees to cooperate in such inspection(s). If the CITY desires to inspect the interior of the Regulated Units, the CITY shall give OWNER/DEVELOPER sufficient notice to allow OWNER/DEVELOPER to give seventy-two (72) hours' notice to tenants.

31. **ANNUAL REPORTS.** OWNER/DEVELOPER shall provide any information reasonably requested by the CITY in connection with the Project. In particular, OWNER/DEVELOPER shall provide the CITY with annual reports required by the Regulatory Agreement, including but not limited to reports regarding the Project's rent and occupancy levels, as well as the annual operating budget. Without limitation, OWNER/DEVELOPER shall provide the CITY no later than the ninetieth (90th) day after the close of each calendar year following the date of this Regulatory Agreement, hardcopies and PDF copies of the following documents:

A. Insurance certificates detailing all coverage required under the Loan Agreement and the Deed of Trust.

B. Evidence of payment of property taxes or property tax exemption for the Project, as applicable.

C. Audited financial statements for the Project and OWNER/DEVELOPER.

D. An occupancy report including: (i) the verified income of each tenant or household; (ii) the number and demographic information of tenants in each household; (iii) the current rents charged each tenant or household and whether these rents include utilities; (iv) the date tenancy commenced for each Unit; and (v) any additional information required by California Health and Safety Code Section 33418.

E. Certifications of eligibility for all tenants of Regulated Units at the time of initial occupancy and upon the yearly anniversary of their continuing tenancies. Such certification shall include verified income statements on a form provided by the CITY.

OWNER/DEVELOPER shall retain in the tenant's file all verifications of tenant's income (tax returns, W-2 forms, paycheck stubs, etc.).

Within fifteen (15) calendar days after receipt of a written request, OWNER/DEVELOPER shall provide any other information or completed forms requested by the CITY to ensure compliance with the Loan Documents or this Regulatory Agreement.

If similar reports on some or all of the Regulated Units are required for regulatory compliance with other financing programs, those reports may be deemed satisfactory for the purpose of this section by the CITY, with respect to the portion of the requirements of this section covered by such reports, provided that copies are provided on an annual basis to the CITY with an owner certification addressed to the CITY certifying that the OWNER/DEVELOPER has complied with this Regulatory Agreement.

32. MONITORING/NON-COMPLIANCE/CURE. OWNER/DEVELOPER's compliance with the provisions of this Regulatory Agreement shall be reviewed at least annually, and at such other times as the CITY may require, upon thirty (30) calendar days prior written notice from the CITY. During any such review, OWNER/DEVELOPER shall bear the burden of proof to demonstrate good faith compliance with the terms of this Regulatory Agreement. If, as a result of such review, the CITY finds and determines that OWNER/DEVELOPER has not complied in good faith with the terms and conditions of this Regulatory Agreement, the CITY shall give written notice to OWNER/DEVELOPER of its findings and of the exact nature of OWNER/DEVELOPER's non-compliance. OWNER/DEVELOPER shall be given a period of sixty (60) calendar days after delivery of any such notice in which to cure, to the reasonable satisfaction of the CITY, any non-compliance; provided that, if the non-compliance cannot be cured within sixty (60) calendar days, OWNER/DEVELOPER shall not be in breach so long as OWNER/DEVELOPER is diligently undertaking to cure such non-compliance. In the event the CITY fails to give OWNER/DEVELOPER notice of any non-compliance at or before the annual review, OWNER/DEVELOPER shall not be held responsible for any failure to comply with the terms and conditions of this Regulatory Agreement during the year covered by the annual review.

33. CITY REMEDIES FOR BREACH. If OWNER/DEVELOPER is unable or otherwise fails to cure any non-compliance within sixty (60) calendar days (or longer as provided herein) after the CITY delivers notice of non-compliance pursuant to paragraph 32, the CITY may, in addition to any other remedy provided by law or equity, modify or terminate this Regulatory Agreement, revoke the Project approval, or take any other action available to it under this Regulatory Agreement.

In particular, and without limitation by reason of enumeration, OWNER/DEVELOPER acknowledges and agrees that failure to cure any non-compliance under this Regulatory Agreement, whether by OWNER/DEVELOPER or any successor, shall, at the option of the CITY, constitute a breach and default under this Regulatory Agreement as to all other property within the Project. In addition, and without

limitation by reason of enumeration, OWNER/DEVELOPER acknowledges and agrees that the CITY shall have the right to withhold issuance of all building permits within the Project until such breach is cured.

Any partners of OWNER/DEVELOPER shall have the right to cure any default. The CITY agrees that any cure of a default by any partners of OWNER/DEVELOPER shall be deemed to be a cure by OWNER/DEVELOPER, and shall be accepted or rejected on the same basis as if made or tendered by OWNER/DEVELOPER.

In the event of any breach/default or violation of any agreement, obligation, or warranty under this Regulatory Agreement, the CITY shall give written notice to OWNER/DEVELOPER, with copies to the Senior Lenders, specifying: (a) the nature of the breach or violation; (b) the action required to cure the breach or violation; and (c) a date, which shall not be less than thirty (30) calendar days from the date of the notice, by which such action to cure must be taken. If OWNER/DEVELOPER fails to cure the breach or violation within the timeframe specified in the notice, the CITY additionally has the right, at its sole election, to:

- A. Declare a default under the Note, accelerate the indebtedness evidenced by the Note, and with respect to the Loan, proceed with foreclosure under the Deed of Trust;
- B. Bring an action for equitable relief seeking the specific performance by OWNER/DEVELOPER of the terms and conditions of this Regulatory Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;
- C. Enter upon, take possession of, and manage the Property and the Project, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property and the Project, and continue in possession until such time as the CITY in its sole judgment determines that OWNER/DEVELOPER is in a position to operate the Property and the Project in compliance with this Regulatory Agreement;
- D. After notice provided for herein, make such repairs or replacements to the Property as are necessary and provide for payment thereof;
- E. Declare an event of default under the Loan Documents and pursue the remedies described therein; and/or
- F. Pursue any other remedy allowed at law or in equity.

The CITY's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to injunctive relief, specific performance

and damages. The exercise or beginning of exercise by the CITY of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by the CITY of any or all other rights or remedies provided for in this Regulatory Agreement or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

34. FEES, TAXES, AND OTHER LEVIES. OWNER/DEVELOPER shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property and the Project, and shall pay such charges prior to delinquency in order to prevent any penalty from accruing or any lien or charge from attaching to the Property or the Project. However, OWNER/DEVELOPER shall not be required to pay any such charge so long as (a) the legality thereof is being contested in good faith and by appropriate proceedings; and (b) OWNER/DEVELOPER maintains reserves adequate to pay any contested liabilities. In the event OWNER/DEVELOPER exercises its right to contest any tax, assessment, or charge against it, OWNER/DEVELOPER, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

35. INSURANCE COVERAGE. OWNER/DEVELOPER shall cause to have in full force and effect during the term of this Regulatory Agreement continuous insurance coverage as required by the Deed of Trust.

36. PROPERTY DAMAGE OR DESTRUCTION. Subject to the requirements of Senior Lenders, and if economically feasible in the CITY's reasonable judgment after consultation with the DEVELOPER, if any improvement now or in the future on the Property is damaged or destroyed, then the DEVELOPER shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications for the Development. Such work or repair shall be commenced no later than the later of one hundred twenty (120) calendar days, or such longer period approved by the CITY in writing, after the damage or loss occurs or thirty (30) calendar days following receipt of the insurance proceeds, and shall be complete within one year thereafter. Any insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, then the DEVELOPER shall make up the deficiency. If the DEVELOPER does not make repairs, then any insurance proceeds collected for such damage or destruction shall be promptly delivered to the CITY as a special repayment of the Loan, subject to the rights of the Senior Lenders, if any.

GENERAL PROVISIONS

37. SUBORDINATION. Except as expressly set forth herein, this Regulatory Agreement shall not be subordinated in priority to any other interest in the Property that was not recorded on or prior to the date of recordation of this Regulatory Agreement, unless the CITY expressly consents, in writing, to the subordination or junior priority of

this Regulatory Agreement. Such consent, if any, shall be within the CITY's sole discretion, and may only be permitted, if at all, for purposes that conform with the circumstances authorized by California Health and Safety Code Section 33334.14(a), and to the extent the proposed subordination does not jeopardize the CITY's security interest in the property and is otherwise consistent and compliant with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project and any Loan.

38. TRANSFER AND ENCUMBRANCE OF PROPERTY. During the term of this Regulatory Agreement, OWNER/DEVELOPER shall not, except as permitted below, make or permit any sale, agreement to sell, assignment, conveyance, lease (other than the rental of Project units to eligible residential tenant occupants), or transfer of the Property or any part thereof, including the sale of any general or limited partnership interests, the removal of any general partner, or any substantial change in operational or management control over the Property (collectively referred to as "Transfers"), without the prior written consent of the CITY. The limitations on OWNER/DEVELOPER's right of assignment or other transfer contained in this paragraph 38 shall not apply to:

(i) any foreclosure, deed in lieu of foreclosure, or other remedial action lawfully taken by any Senior Lender holding a security interest in the Property with priority over the CITY's interests;

(ii) the transfer of limited partner interests in OWNER/DEVELOPER,

(iii) the removal or buy-out of a general partner or a limited partner pursuant to the terms and conditions of OWNER/DEVELOPER's organizational document or any purchase option agreement or put option agreement contemplated thereby;

(iv) transfers to a tax-exempt entity under the direct control of or under common control with OWNER/DEVELOPER or a general partner of OWNER/DEVELOPER (provided that the City shall not unreasonably withhold its consent to a transfer of general partner interest to a tax-exempt entity that is not under the direct control with OWNER/DEVELOPER or a general partner of OWNER/DEVELOPER if such transfer will maintain the property tax exemption for the Property);

(v) any mortgage, deed of trust, or other form of conveyance for restructuring or refinancing of any amount of senior indebtedness for the Project, provided that the amount of indebtedness incurred in the restructuring or refinancing is not in excess of eighty-five percent (85%) of the then applicable value of the Project ;

(vi) the granting of easements to any appropriate governmental agency or utility or permits to facilitate the development of the Project;

(vii) the transfer (A) of an interest in and/or of an existing partner to another existing partner, or (B) of an interest in an existing general partner to an affiliate of any general partner;

(viii) transfers of an interest to a new partner which is an affiliate of an existing partner, including transfers of an additional general partner interest to an affiliate of a limited partner; or

(ix) transfer of the Project or partnership interests in OWNER/DEVELOPER to a general partner of OWNER/DEVELOPER at the end of the fifteen year Tax Credit initial compliance period; or

(x) any mortgage, deed of trust, or other form of conveyance for any subordinate Approved Financing (i.e. subordinate to the Deed of Trust), or refinancing thereof, Permitted Encumbrances, or the recording of a regulatory agreement in connection with the tax credit requirements applicable to the Development, or refinancing thereof.

The CITY shall give its consent to a Transfer provided that it determines all of the following conditions are met: (a) OWNER/DEVELOPER is not in default under this Regulatory Agreement and the Loan Documents, or the Transfer will cure existing defaults of this Regulatory Agreement or the Loan Documents; (b) the transferee agrees to assume all obligations of OWNER/DEVELOPER imposed by this Regulatory Agreement and the Loan Documents; (c) the transferee demonstrates to the CITY's satisfaction that it is capable of owning and/or operating the Property and the Project in full compliance with this Regulatory Agreement and the Loan Documents; (d) the terms of the Transfer shall not jeopardize the CITY's security interest in the Property and is otherwise in full compliance with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project and any Loan; and (e) the Transfer has been approved by the CITY's governing body, if such approval is required.

During the term of this Regulatory Agreement, OWNER/DEVELOPER shall not, except as may be contemplated herein or by the Loan Agreement, engage in any financing or other transaction creating any mortgage or other encumbrance or lien upon the Property and/or the Project (except for any financing provided by the CITY), without the prior written consent of the CITY, which consent may be withheld in the CITY's sole discretion. The CITY may give its consent to such financing if and only to the extent necessary to maintain or improve the affordability or condition of the Property and/or the Project.

39. NONLIABILITY OF OFFICIALS, EMPLOYEES, AND AGENTS. No member, official, officer, director, employee, agent, or independent contractor of the CITY shall be personally liable to OWNER/DEVELOPER or third party beneficiaries for any obligation created under the terms of this Regulatory Agreement.

40. INDEMNITY AND WAIVER. Notwithstanding the insurance coverage required herein and to the fullest extent allowed by law, OWNER/DEVELOPER shall defend, indemnify and save and hold the CITY, its members, officials, officers, directors, employees, agents, and independent contractors (collectively "Indemnitees"), harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorneys' fees) which Indemnitees may incur as a result of (1) OWNER/DEVELOPER's failure to perform any obligations as and when required by this Regulatory Agreement; (2) any failure of OWNER/DEVELOPER's representations or warranties to be true and complete in any material respect; or (3) any act or omission by OWNER/DEVELOPER or any contractor, subcontractor, management agent, or supplier with respect to the Project or the Property, except to the extent that such losses are caused solely by the negligence or willful misconduct of Indemnitees. The duty of the OWNER/DEVELOPER to indemnify includes the duty to defend Indemnitees in any court action, administrative action, or other proceeding brought by any third party arising from the Project or the Property. OWNER/DEVELOPER's duty to defend and indemnify Indemnitees shall survive the term of this Regulatory Agreement, the reconveyance of the Deed of Trust, and any release of part or all of the Property from the burdens of this Regulatory Agreement. The parties intend that this provision shall be broadly construed.

OWNER/DEVELOPER hereby waives any claims, suits, or actions against the CITY on account of or arising from the Costa-Hawkins Rental Housing Act, California Civil Code Sections 1954.50 *et seq.* ("CHRHA"). Furthermore, the parties hereby acknowledge and agree that, without limitation, the Loan and any Project entitlements, permits, or approvals have conferred upon the OWNER/DEVELOPER and/or the Project either a direct financial contribution or other form of assistance pursuant to Section 1954.52(b) of the CHRHA.

41. GOVERNING LAW AND VENUE. This Regulatory Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law. Any action arising out of this Regulatory Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

42. CONFLICTS. In the event of any conflict among the Loan Documents, the most restrictive requirements shall apply. In addition, the Project may be subject to the terms of other governmental subsidy programs. This Regulatory Agreement and the agreements entered into by OWNER/DEVELOPER pursuant to these subsidy programs independently regulate the Regulated Units in the Project. If any provision of another regulatory agreement is found in conflict or in contradiction with the terms of this Regulatory Agreement in relation to the Regulated Units, the most restrictive requirement, providing the greatest affordability to the most tenants for the longest term, shall apply to those Regulated Units, except as otherwise specified.

43. **ATTORNEYS' FEES AND COSTS.** In the event that a legal or administrative action is brought to interpret or enforce the terms of this Regulatory Agreement, 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.

44. **TIME.** Time is of the essence in this Regulatory Agreement.

45. **CONSENTS AND APPROVALS.** Except as otherwise expressly provided in this Regulatory Agreement, any consent or approval required under the Regulatory Agreement shall not be unreasonably withheld or delayed.

46. **NOTICES, DEMANDS, AND COMMUNICATIONS.** Formal notices, demands, and communications between OWNER/DEVELOPER and the CITY shall be given by registered or certified mail, return receipt requested, postage prepaid or delivered personally, to OWNER/DEVELOPER and the CITY as follows, or at such other address as a party may designate by written notice to the other party:

CITY OF ROSEVILLE

Economic Development Director
City of Roseville
311 Vernon Street
Roseville, CA 95678

OWNER/DEVELOPER
Fiddymment Affordable Partners,
L.P.
1350 Columbia Street, Suite 802
San Diego, CA 92101
Attn: Greg Gossard

with a copy to:

Red Stone A7 III LLC
350 West 5th
Ave., Suite 4830
New York, NY 10118

with a copy to:
Fiddymment Ranch Investor 2022,
LLP
c/o Candeur Group, LLP
50 California Street, Suite 3200
San Francisco, CA 94111

47. **BINDING UPON SUCCESSORS.** All provisions of this Regulatory Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of OWNER/DEVELOPER and the CITY, and shall run with the land for the full term of this Regulatory Agreement,

regardless of any assignment, payment, prepayment, expiration, extinguishment of the Loan or Note, any reconveyance of the Deed of Trust, or any conveyance or transfer of the Property. Any successor in interest to OWNER/DEVELOPER and any purchaser or transferee of the Property shall be subject to all of the duties and obligations imposed on OWNER/DEVELOPER under this Regulatory Agreement for the full term of this Regulatory Agreement. The term "OWNER/DEVELOPER" as used in this Regulatory Agreement shall include all such assigns, successors-in-interest, and transferees.

48. **RELATIONSHIP OF PARTIES.** The relationship of OWNER/DEVELOPER and the CITY for this Project during the term of this Regulatory Agreement shall not be construed as a joint venture, equity venture, or partnership. The CITY neither undertakes nor assumes any responsibility or duty to OWNER/DEVELOPER or to any third party with respect to the operation of the Property or the actions of OWNER/DEVELOPER. Except as the CITY may specify in writing, OWNER/DEVELOPER shall have no authority to act as an agent of the CITY or to bind the CITY to any obligation.

49. **WAIVER.** Any waiver by the CITY of any obligation in this Regulatory Agreement must be in writing. No waiver shall be implied from any delay or failure by the CITY to take action on any breach or default of OWNER/DEVELOPER or to pursue any remedy allowed under this Regulatory Agreement or applicable law. Any extension of time granted to OWNER/DEVELOPER to perform any obligation under this Regulatory Agreement shall not operate as a waiver or release from any of its obligations under this Regulatory Agreement. Consent by the CITY to any act or omission by OWNER/DEVELOPER shall not be construed as the consent to any other or subsequent act or omission or to waive the requirement for the CITY's written consent to future waivers.

50. **OTHER AGREEMENTS.** OWNER/DEVELOPER represents that it has not entered into any agreements that would restrict or compromise its ability to comply with the terms of this Regulatory Agreement. OWNER/DEVELOPER shall not enter into any agreements that are inconsistent with the terms of this Regulatory Agreement without an express written waiver by the CITY.

51. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Regulatory Agreement must be in writing, and shall be effective only if executed by both OWNER/DEVELOPER and the CITY, following receipt of all required approvals, and only with the consent of the Senior Lenders.

52. **SEVERABILITY.** Every provision of this Regulatory Agreement is intended to be severable. If any provision of this Regulatory Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

SPECIAL PROVISIONS

53. **ADMINISTRATIVE FEE.** In the event of OWNER/DEVELOPER's breach or violation of any agreement, obligation or warranty under the Regulatory Agreement that is uncured within the cure periods provided herein, or in the event the Property is transferred in violation of paragraph 38 of this Regulatory Agreement, OWNER/DEVELOPER shall pay annually, not later than April 15 of each year, a \$10,000 fee ("Administrative Fee"). The CITY shall provide the OWNER/DEVELOPER with notice and the right to cure, as set forth in above paragraph 32, any event which the CITY believes give rise to an obligation to pay the Administrative Fee. Such fee shall remain in effect during any period of breach or violation. The payment of such Administrative Fee shall be in addition to, and not to the exclusion of, the CITY's other remedies contemplated in paragraph 33 of this Regulatory Agreement; provided however that this provision shall be subject to the nonrecourse provisions set forth in the Note.

54. **REFINANCING/RESYNDICATION REVIEW FEE.** In the event that the Property and/or the Project is a tax credit project and is refinanced or resyndicated during the term of this Regulatory Agreement, OWNER/DEVELOPER shall provide the CITY a prepayment in amount to be determined by the CITY, upon request by OWNER/DEVELOPER, for CITY's staff actual costs in reviewing any refinancing or resyndication documentation submitted to the CITY for the CITY's review and approval. Such prepayment shall be submitted by OWNER/DEVELOPER prior to the CITY commencing any review. It is estimated that the prepayment will be five thousand dollars (\$5,000.00). OWNER/DEVELOPER shall not be entitled to receive a refund of any such fee in the event that OWNER/DEVELOPER fails to complete such refinancing or resyndication.

55. **TENANT MONITORING FEE.** Commencing one (1) year after the date of the final Certificate of Occupancy for the Project and annually thereafter, OWNER/DEVELOPER shall pay to the CITY, not later than March 31 of each year, a tenant monitoring fee equal to FORTY DOLLARS (\$40) for each occupied, rent restricted, apartment unit within the Project. A penalty of ten percent (10%) per month shall be assessed against any fee not paid when due.

56. **PARTICIPATION IN HOUSING CHOICE VOUCHER PROGRAM.** OWNER/DEVELOPER agrees to accept tenants who qualify under the Housing Choice Voucher ("HCV") program administered by the Roseville Housing Authority (the "Authority") or its successor.

57. **CHECKLIST FOR REGULATED UNITS.** OWNER/DEVELOPER agrees that each prospective tenant, prior to rental of a Regulated Unit, shall be required to complete forms required by Exhibit D, or OWNER/DEVELOPER's equivalent as approved in writing by the CITY.

58. **CURE BY PARTNERS OF DEVELOPER/OWNER.** Notwithstanding anything to the contrary in this Agreement, CITY agrees that any cure of a default hereunder by any partners of the OWNER/DEVELOPER shall be deemed to be a cure by the OWNER/DEVELOPER, and shall be accepted or rejected on the same basis as if

made or tendered by the OWNER/DEVELOPER. The Limited Partner of OWNER/DEVELOPER shall be provided a duplicate copy of any notice of default at the address above and may change its address on file with the CITY by providing notice of same to CITY.

[Signatures Next Page]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Regulatory 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 _____, 2022, and OWNER/DEVELOPER has caused this Regulatory Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation:

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
MELISSA ANGUIANO
Economic Development Director

OWNER/DEVELOPER:

FIDDYMENT AFFORDABLE PARTNERS, L.P.,
a Delaware limited partnership

By: Fiddymment Affordable, LLC,
a Delaware limited liability company,
its General Partner

By: Hampstead Development Partners, LLC,
a Delaware limited liability company,
its Managing Member

By: 
Name: Gregory Gossard
Title: President

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of San Diego

On August 21, 2022 before me, _____

Alicia Millette, Notary Public
Here Insert Name and Title of the Officer

personally appeared _____

Eugene Gossard
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature _____

[Signature]

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

Lot 5, as shown on the "Final Map of Fiddymment Ranch - Phase 3, Village F-6, Subdivision No. PL16-0364", filed September 28, 2021, in Book FF of Maps, Page 75, in the Office of the County Recorder of said County.

APN: 492-500-002-000

Former APN: 492-012-088-000

EXHIBIT B
NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

City of Roseville
CITY Clerk
311 Vernon Street
Roseville, CA 95678

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

PLEASE TAKE NOTICE that the real property that is the subject of this Notice of Affordability Restrictions on Transfer of Property (hereinafter "Notice"), which property is identified and described in **Exhibit A**, attached hereto and incorporated herein by reference (hereinafter "Property"), is subject to the following affordability covenants and restrictions that run with the land and are binding on Fiddymment Affordable Partners, L.P., a Delaware limited partnership, and/or its permitted successors and assigns:

- (a) The Property shall be developed, constructed, owned, operated and managed as a residential, multi-family rental housing apartment project to be rented at rents that are affordable to Low, Very Low and Extremely Low income households. Occupancy of ninety-three(93) of the ninety-four (94) total units shall be reserved, for the full term set forth in subdivision (b) below, as follows:
 - (i) Three (3) one-bedroom, four (4) two-bedroom, and three (3) three-bedroom regulated units for households whose income does not exceed thirty percent (30%) of Area Median Income (as defined in the Regulatory Agreement between the City of Roseville, a municipal corporation and Fiddymment Affordable Partners, L.P., a Delaware limited partnership, executed on _____, 2022 and recorded concurrently with this Notice (hereinafter "Regulatory Agreement");
 - (ii) Fourteen(14) one-bedroom, twenty-eight (28) two-bedroom, and twenty-one (21) three-bedroom regulated units for households whose income does not exceed fifty percent (50%) of Area Median Income; and
 - (iii) Five (5) one-bedroom, eight(8) two-bedroom, and seven (7) three-bedroom regulated units for households whose income does not exceed sixty percent (60%) of Area Median Income.

Rents shall be established according to the schedule contained in the Regulatory Agreement.

- (b) The covenants and restrictions referenced above commence upon the execution of the Regulatory Agreement and shall remain in full force and effect for a minimum of fifty-five (55) years after the date Fiddymment Affordable Partners, L.P., a Delaware limited partnership and/or its permitted successors and assigns, obtains a Certificate of Occupancy from the City of Roseville. The obligations referenced in this Notice and set forth in greater detail in the Regulatory Agreement shall remain effective and fully binding for this full term regardless of any expiration of the term of any loan, any payment, or prepayment of any loan, any assignment of a note, any reconveyance of a deed of trust, or any sale, assignment, transfer, or conveyance of the Property (other than certain transfers by foreclosure, deed in lieu of foreclosure, exercise of the power of sale or other similar transfer), unless terminated earlier by the City of Roseville in a recorded writing.
- (c) The street address for the Property is 2801 N. Hayden Parkway, Roseville, California, 95747, as further identified and described in **Exhibit A.**
- (d) The assessor's parcel number for the property is: APN: 492-500-002-000 as further identified and described in **Exhibit A.**

Any questions about the contents of this Notice may be directed to the Office of the City Attorney for the City of Roseville, 311 Vernon Street, Roseville, California 95678; Telephone (916) 774-5325.

CITY OF ROSEVILLE,
a municipal corporation

Dated: _____

By: _____
Michelle Sheidenberger
City Attorney
City of Roseville

EXHIBIT C
UNIT CONFIGURATION AND INITIAL RENT RESTRICTIONS

Maximum Household Income 30% AMI – Project Based Vouchers

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1	3	\$1,760	\$55	\$1,705
2	2	\$2,222	\$63	\$2,159
3	3	\$3,179	\$69	\$3,110

Maximum Household Income 30% AMI

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
2	2	\$684	\$63	\$621

Maximum Household Income 50% AMI

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1	14	\$950	\$55	\$895
2	28	\$1,140	\$63	\$1,077
3	21	\$1,317	\$69	\$1,248

Maximum Household Income 60% AMI

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1	5	\$1,140	\$55	\$1,085
2	8	\$1,368	\$63	\$1,305
3	7	\$1,581	\$69	\$1,512

* California Utility Allowance Calculator (CUAC) is California's energy consumption model for calculating utility allowance estimates. These estimates are approved by California's Tax Credit Allocation Committee (TCAC) and are limited to new construction projects in the design phase.

EXHIBIT D

CHECKLIST FOR AFFORDABLE RENTAL UNITS

The following documentation must be present in the Tenant's file (in a form approved by the Housing Manager) for an "affordable renter."

- ____ Certification of Affordable Rental Unit Eligibility
- ____ Calculation of Tenant Eligibility Form
- ____ Record of Rental Increases
- ____ Written, third party verification of all income sources, including:
 - ____ Employment
 - ____ Self-employment (tax return and profit & loss statement for current year)
 - ____ Unemployment
 - ____ AFDC (Welfare) Benefits
 - ____ Child Support
 - ____ Alimony
 - ____ Social Security Benefits
 - ____ Supplemental Security Income (SSK)
 - ____ VA or Military Benefits
 - ____ Pensions and/or Annuities
 - ____ Retirement Funds
 - ____ Savings Accounts (Interest Income)
 - ____ Checking Accounts
 - ____ Government Grants
 - ____ Trust Funds
 - ____ Stocks & Bonds (Cash Value)
 - ____ Life Insurance (Cash Value)

Name _____

Complex _____

Title _____

Date _____

CERTIFICATION OF AFFORDABLE RENTAL UNIT ELIGIBILITY

Re: _____ Apt. # _____
Apartment Complex

I/we have read and answered truthfully, fully frankly and personally each of the following questions for all persons who are to occupy the unit being applied for in the above apartment project. Listed below are the names of all persons who intend to reside in the unit:

[illegible]

CERTIFICATION OF AFFORDABLE RENTAL UNIT ELIGIBILITY (CONT.)
INCOME COMPUTATION

- 6) The total anticipated income calculated in accordance with this paragraph 6, of all persons (except children under the age of 18 years) listed above for the 12-month period beginning the date that I/we plan to move into a unit is \$ _____

Included in the total anticipated income listed above are:

- a. All wages and salaries, overtime pay, commissions, fees and other compensation for personal services, before payroll deductions.

Excluded from such anticipated income are:

- a. Casual, sporadic or irregular gifts;
- b. Amounts which are specifically for or in reimbursement of medical expenses;
- c. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses;
- d. Amounts of educational scholarships paid directly to the student or the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, and equipment. Any amounts of such scholarships or payments to veterans not used for the above purposes are to be included in income;
- e. Hazardous duty pay to a family member in the Armed Forces who is away from home and exposed to hostile fire;
- f. Relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
- g. Foster child care payments;
- h. The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1977.

- 7) This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit; and I/we declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable and that the statement of total anticipated income

contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

- 8) I/We will assist the Owner in obtaining any information or documents required to verify the statement made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.
- 9) I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit and will entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for eviction or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ in the City of _____
California.

Applicant

Applicant

Applicant

Applicant

Applicant

[All persons listed in number 2 above, except children under the age of 18 must sign this form]

CALCULATION OF TENANT ELIGIBILITY FORM

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME: _____ UNIT # _____

<u>SOURCE</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
Social Security	\$	\$
Social Security	\$	\$
Civil Service	\$	\$
Pension _____	\$	\$
Interest _____	\$	\$
Wages _____	\$	\$
Tips _____	\$	\$
Wages _____	\$	\$
Tips _____	\$	\$
Child Support	\$	\$
Welfare	\$	\$
Stocks/Bonds	\$	\$
Other _____	\$	\$
Other _____	\$	\$
TOTAL INCOME	\$	\$

Monthly base rent \$

Move-in date

BY

TITLE _____

DATE _____

AFFORDABLE TENANT **RECORD OF RENTAL INCREASES**

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME _____ APT. NO. _____

MOVE-IN DATE _____ INITIAL BASE RENT \$ _____

ANNUAL INCOME \$ _____

[illegible]

(FOR COMPLETION BY APARTMENT OWNER/DEVELOPER OR AGENT)

APT. # _____

INITIAL BASE RENT: _____

NEW RENT

[illegible]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attention: City Clerk

No fee for recording pursuant to
Government Code Section 27383

**DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND
FIXTURE FILING**

2801 N. Hayden Parkway, Roseville

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of _____, 2022, by and among Fiddymment Affordable Partners, L.P., a Delaware limited partnership ("Trustor"), Placer Title Company ("Trustee"), and the City of Roseville ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's interest in the property located in the City of Roseville, County of Placer, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (the "Secured Obligations"):

(a) Payment to Beneficiary of all sums at any time owing under or in connection with the Note (defined in Section 1.3 below) until paid or cancelled and any other amounts owing under the Loan Documents (defined in Section 1.2 below). Said principal and other payments shall be due and payable as provided in the Note or other Loan Documents, as applicable. The Note and all its terms are incorporated herein by reference, and this conveyance shall secure any and all extensions thereof, however evidenced;

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

(c) Performance of every obligation, covenant or agreement of Trustor contained herein

and in the Loan Documents; and

(d) All modifications, extensions and renewals of any of the Secured Obligations (including without limitation (i) modifications, extensions, or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1: DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the following meanings in this Deed of Trust:

Section 1.1 The term "Loan Agreement" means that certain Housing Trust Fund Loan Agreement between Trustor and Beneficiary, of even date herewith, providing for the Beneficiary to loan to the Trustor Two Million Five Hundred Thousand Dollars (\$2,500,000) to assist in the permanent financing of ninety-four (94) rental housing units (including one manager's unit) on the Property, of which ninety-three (93) units shall be affordable for fifty-five (55) years in accordance with the Regulatory Agreement. Capitalized terms used but not defined in this Deed of Trust shall have the meanings set forth in the Loan Agreement.

Section 1.2 The term "Loan Documents" means this Deed of Trust, the Note, the Loan Agreement, the Regulatory Agreement, and any other debt, loan or security instruments between Trustor and the Beneficiary relating to the Property.

Section 1.3 The term "Note" means the promissory note in the principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) of even date herewith, executed by Trustor in favor of the Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust. (A copy of the Note is on file with the Beneficiary and terms and provisions of the Note are incorporated herein by reference.).

Section 1.4 The term "Principal" means the amount required to be paid under the Note.

Section 1.5 The term "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith by and between the Beneficiary and the Trustor.

**ARTICLE 2:
MAINTENANCE AND MODIFICATION OF
THE PROPERTY AND SECURITY**

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition and shall not commit waste. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. In addition, Trustor shall not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, the Security in any manner which (1) violates any laws; (2) endangers the Security or adjoining properties; or (3) constitutes a public or private nuisance. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) calendar days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security of any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) calendar days after the filing of any claim of lien, record in the Office of the Recorder of Placer County, a surety bond in an amount required by law to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note and subject to the rights of the Senior Lenders, Trustor hereby absolutely and unconditionally assigns and transfers to

Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor shall contain a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents other than assignments to the Senior Lenders, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenant that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents and after the expiration of any applicable cure periods, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, reasonable attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this Deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in Section 3.3.

Any entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3: TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate

permitted by law, shall become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid and all Secured Obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) calendar days prior notice to Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Beneficiary shall become part of the Secured Obligations (together with interest as set forth below) and shall be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of eight percent (8%) per annum or the maximum rate permitted by law.

ARTICLE 4: DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of the Senior Lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or in any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and shall be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its sole option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. The rights of the Beneficiary under this Section 4.1 are subject to the rights of any Senior Lender (as defined in the Loan Agreement). The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property under the terms and conditions set forth in Section 3.10 of the Loan

Agreement.

ARTICLE 5:
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF
PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary (including, but not limited to, other reasonable professional service fees and costs); and any such amounts paid by the Beneficiary shall be added to the Secured Obligations, and shall bear interest from the date such expenses are incurred at the lesser of eight percent (8%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust shall be deemed to be fixtures and part of the real property and this Deed of Trust shall constitute a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust shall constitute a security agreement under the California Commercial Code. The Trustor hereby grants the Beneficiary a security interest in such items.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor agrees to perform all acts which the Beneficiary may reasonably request so as to enable the Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it shall deem appropriate from time to time in order to protect the security interest established pursuant to this instrument. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the Beneficiary may

reasonably require. Without the prior written consent of the Beneficiary, Trustor shall not create or suffer to be created pursuant to the California Commercial Code any other security interest in the Security, including replacements and additions thereto.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants shall run with the land.

ARTICLE 6: HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction or operation of a multifamily residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous

Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to a "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in the California Health and Safety Code) under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Trustor. Trustor shall defend, indemnify and hold harmless Beneficiary and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties).

Without Beneficiary's prior written consent, which shall not be unreasonably withheld, Trustor shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impair the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section

726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an “environmental provision” for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be “environmentally impaired” (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an “affected parcel” (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary’s or the Trustee’s rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary’s right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys’ fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the Loan Agreement, until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

The Trustor is aware that California Civil Code Section 2955.5(a) provides as follows: “No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property.”

ARTICLE 7: EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following shall constitute events of default (“Events of Default”) following the expiration of any applicable notice and cure periods: (1) failure to make any payment to be paid by Trustor under the Loan Documents; (2) failure to observe or perform any of Trustor’s other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning transfer and discrimination; or (3) failure to make any payment or observe or perform any of Trustor’s other covenants, agreements, or obligations under any Secured Obligations, which default shall not be cured within the times and in the manner provided therein. Trustor’s limited partner shall have cure rights as set forth in Section 6.2 of the Loan Agreement.

Section 7.2 Acceleration of Maturity.

If an Event of Default shall have occurred and be continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations shall immediately become due and payable, upon written notice by the Beneficiary to the Trustor (or automatically where so specified in the Loan Documents), and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c)) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Placer County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of such Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Sale having been given as required by law, sell

the Security, at the time and place of sale fixed by it in the Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder shall not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act

or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligations, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (iv) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary shall have power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Trustee and/or the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8: MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally, by reputable overnight delivery service (which provides a delivery receipt) or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary shall be addressed to:

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attention: City Manager

and (2) if intended for Trustor shall be addressed to:

Fiddymment Affordable Partners, L.P.
1350 Columbia Street, Suite 802
San Diego, CA 92101
Attn: Greg Gossard

with a copy to:

Red Stone A7 III LLC
350 West 5th Ave., Suite 4830
New York, NY 10118

with a copy to:

Fiddymment Ranch Investor 2022, LLP
c/o Candeur Group, LLC
50 California Street, Suite 3200
San Francisco, CA 94111

with a copy to:

Holland & Knight LLP
10 St. James Avenue
Boston, MA 02116
Attn: Jarrod Connors

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) calendar days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor shall be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage shall also refer to a deed of trust and any reference to a deed of trust shall also refer to a mortgage.

Section 8.10 Actions.

Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986 (26 U.S.C. Section 42 (h)(6)(E)(ii)), as amended, shall apply:

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by the Regulatory Agreement with the California Tax Credit Allocation Committee, (i) none of the tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

Section 8.15 Statement of Obligation.

Beneficiary may collect a reasonable fee for furnishing the statement of obligation as provided by Section 2943 of the California Civil Code, as it may be amended from time to time.

[Remainder of page intentionally blank.]

[Signatures on following page.]

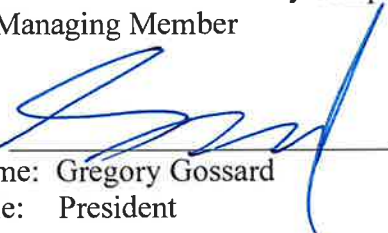
IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as to the day and year first above written.

TRUSTOR:

FIDDYMENT AFFORDABLE PARTNERS, L.P., a
Delaware limited partnership

By: Fiddy Affordable, LLC,
a Delaware limited liability company,
its General Partner

By: Hampstead Development Partners, LLC,
a Delaware limited liability company,
its Managing Member

By: 
Name: Gregory Gossard
Title: President

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of

San Diego

On

August 31, 2012

Date

before me,

Alicia Millette, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Gregory Gossard

Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature

[Signature]

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

RIDER TO DEED OF TRUST

This Rider To Deed of Trust (the "Rider") is attached to and made a part of the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") entered into by **Fiddymment Affordable Partners, L.P., a Delaware limited partnership**(the "Trustor") for the benefit of **the City of Roseville** (the "Beneficiary"), which secures a loan (the "Loan") in the amount of **Two Million Five Hundred Thousand Dollars (\$2,500,000)** made to Trustor to help finance the development of that certain property as further described in the Deed of Trust (the "Property"). The Loan is evidenced by a Loan Agreement executed by Trustor and Beneficiary (the "Loan Agreement") and by a Promissory Note executed by Trustor in favor of the Beneficiary (the "Note"). The Trustor, through its limited partner, is providing equity for the Property and is sometimes referred to herein as the "Partnership."

The parties herein agree that the following covenants, terms and conditions shall be part of and shall modify or supplement the Deed of Trust, the Note, and the Loan Agreement between the parties and any and all other documents evidencing, securing or governing the Loan referenced therein (the "Loan Documents"), and that in the event of any inconsistency or conflict between the covenants, terms and conditions of the Loan Documents and this Rider, the following covenants, terms and conditions shall control and prevail:

1. If a non-monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Beneficiary shall give Trustor and each of its general and limited partners simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days, the Trustor and its limited partner shall have such period to effect a cure prior to exercise of remedies by Beneficiary under the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) calendar days, and if the Trustor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary.
2. Beneficiary hereby agrees that any cure of any default made or tendered by one or more of the Partnership's limited partners shall be deemed to be a cure by the Partnership and shall be accepted or rejected on the same basis as if made or tendered by the Partnership. Copies of all notices which are sent to the Partnership under the terms of the Loan Documents shall also be sent to:

Red Stone A7 III LLC
350 West 5th Ave., Suite 4830
New York, NY 10118

with a copy to:

Fiddymment Ranch Investor 2022, LLP
c/o Candeur Group, LLC
50 California Street, Suite 3200
San Francisco, CA 94111

with a copy to:

Holland & Knight LLP
10 St. James Avenue
Boston, MA 02116
Attn: Jarrod Connors

The Partnership's limited partners may change their address for receipt of copies of notices by giving notice in writing stating its new address to the Beneficiary.

3. Transfers permitted under Section 3.14 of the Loan Agreement shall not constitute a violation of the Loan Documents.
4. The Trustor and the Beneficiary hereby agree that the lien of this Deed of Trust is subordinate to and inferior in lien priority to that certain deed of trust, as amended, in favor of Red Stone A7 III LLC, and that certain regulatory agreement, as amended, in favor of the California Tax Credit Allocation Committee.
5. This Rider may be executed in counterparts.
In Witness Whereof, the undersigned have caused this Rider to be executed.

TRUSTOR

FIDDYMENT AFFORDABLE PARTNERS, L.P.,
a Delaware limited partnership

By: Fiddy Affordable, LLC,
a Delaware limited liability company,
its General Partner

By: Hampstead Development Partners, LLC,
a Delaware limited liability company,
its Managing Member

By: 
Name: Gregory Gossard

Title: President

BENEFICIARY

CITY OF ROSEVILLE, a municipal corporation

By:

Dominick Casey
City Manager

ATTEST:

Carmen Avalos
City Clerk

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of San Diego }

On August 31, 2022 before me, Alicia Millette, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Gregory Rossard
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

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

State of California)

County of Placer)

On _____ before me, _____, a Notary Public in and for said State, personally appeared, _____, proved to me 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 _____

Exhibit A

Legal Description of the Property

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

Lot 5, as shown on the "Final Map of Fiddymment Ranch - Phase 3, Village F-6, Subdivision No. PL16-0364", filed September 28, 2021, in Book FF of Maps, Page 75, in the Office of the County Recorder of said County.

APN: 492-500-002-000

Former APN: 492-012-088-000

**PROMISSORY NOTE
(Secured By Deed of Trust)**

2801 N. Hayden Parkway, Roseville

\$2,500,000

City of Roseville, California
_____, 2022

FOR VALUE RECEIVED, the undersigned, Fiddymment Affordable Partners, L.P., a Delaware limited partnership (the "Borrower"), hereby promises to pay to the order of the City of Roseville, a municipal corporation (the "City"), 311 Vernon Street, Roseville, California 95678, the principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000), or so much thereof as is disbursed to the Borrower pursuant to the Loan Agreement (as defined below), plus interest thereon pursuant to ARTICLE 2 below.

ARTICLE 1 Borrower's Obligation. This promissory note (the "Note") evidences the Borrower's obligation to pay the City the principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) for the funds loaned to the Borrower by the City for construction and permanent financing of the Development pursuant to the Housing Trust Fund Loan Agreement between the Borrower and the City of even date herewith (the "Loan Agreement"). All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the Loan Agreement.

ARTICLE 2 Interest. The principal balance of this Note shall bear three percent (3%) simple interest; provided, however, if a Default occurs, interest on the Loan shall begin to accrue, as of the date of Default and continuing until such time as the Loan funds are repaid in full or the Default is cured, at the default rate of the lesser of eight percent (8%) per annum, compounded annually (the "Default Rate") and the highest rate permitted by law.

ARTICLE 3 Term and Repayment Requirements. The term of this Note shall commence on the date of this Note (the "Effective Date") and shall expire the earlier of (i) fifty-five (55) years from date of issuance of the certificate of occupancy or equivalent certification provided by the City; or (ii) December 31, 2077 (the "Term"). This Note shall be due and payable upon expiration of this Note, unless sooner due or paid as provided herein and as further defined in the Loan Agreement.

ARTICLE 4 No Assumption. Except as permitted in the Loan Agreement, this Note shall not be assumable by the successors and assigns of the Borrower without the prior written consent of the City.

ARTICLE 5 Security. This Note is to be secured by the Deed of Trust of even date, wherein the Borrower is the trustor and the City is the beneficiary.

ARTICLE 6 Terms of Payment. No later than April 30th of each calendar year commencing the calendar year after the year the Approved Permanent Financing has closed, Borrower shall make repayments of the Loan for that prior calendar year equal to fifty percent (50%) of the available amount of Residual Receipts, all as provided in Section 2.8 of the Loan Agreement. "Residual Receipts," with respect to a particular calendar year of the term, means the amount by which Gross Revenue exceeded Annual Operating Expenses, as further defined in the Loan Agreement. All payments due under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

6.1 All payments on this Note shall be paid to the City at 311 Vernon Street, Roseville, California 95678, or to such other place as the City may from time to time designate by notice pursuant to the Loan Agreement.

6.2 All payments on this Note shall be without expense to the City, and the Borrower agrees to pay all costs and expenses, including reconveyance fees and reasonable attorneys' fees of the City, incurred in connection with the payment of this Note and the release of any security hereof.

6.3 Notwithstanding any other provision of this Note, or any instrument securing the obligations of the Borrower under this Note, if, for any reason whatsoever, the payment of any sums by the Borrower pursuant to the terms of this Note would result in the payment of interest which would exceed the amount that the City may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate shall automatically be deducted from the principal balance owing on this Note, so that in no event shall the Borrower be obligated under the terms of this Note to pay any interest which would exceed the lawful rate.

6.4 This Note is nonrecourse to the Borrower and its partners, pursuant to and except as provided in the Loan Agreement.

6.5 If any payments under this Note are not received by the City within fifteen (15) calendar days after the installment is due, Borrower shall pay to the City a late charge of five percent (5%) of such payment. Such late charge shall be immediately due and payable without demand by the City.

ARTICLE 7 Default.

7.1 Any of the following shall constitute an event of default under this Note:

(a) Any failure to pay, in full, any payment required under this Note when due following written notice by the City of such failure and ten (10) calendar days opportunity to cure;

(b) Any failure in the performance by the Borrower of any term, condition, provision or covenant set forth in this Note, subject to the notice and cure period set forth in the Loan Agreement;

(c) The occurrence of any event of default under the Loan Agreement, the Deed of Trust, the Regulatory Agreement, or any other instrument securing the obligations of the Borrower under this Note, subject to notice and cure periods, if any, set forth therein.

7.2 Upon the occurrence and continuance of one or more of the foregoing events of default, beyond the applicable cure period, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust, shall at the option of the City become immediately due and payable upon written notice by the City to the Borrower without further demand.

7.3 The City's failure to exercise the remedy set forth in Section 7.2 above or any other remedy provided by law upon the occurrence of one or more events of default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by the City hereof of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the City, except as and to the extent otherwise provided by law.

7.4 Borrower's limited partner shall have cure rights as set forth in Section 6.2 of the Loan Agreement.

7.5 During the existence of default or delinquency under the terms of this Note or the Deed of Trust, beyond the applicable cure period, the City is expressly authorized to apply all payments made on this Note to the payment of all or part of the delinquency, as it may elect.

ARTICLE 8 Waivers.

8.1 The Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that the City may accept further security or release any security for this Note, all without in any way affecting the liability of the Borrower.

8.2 Any extension of time for payment of this Note or any installment hereof made by agreement of the City with any person now or hereafter liable for payment of this Note shall not operate to release, discharge, modify, change or affect the original liability of the Borrower under this Note, either in whole or in part.

8.3 The obligations of the Borrower under this Note shall be absolute and the Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

ARTICLE 9 Miscellaneous Provisions.

9.1 All notices to the City or the Borrower shall be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as the City and the Borrower may therein designate.

9.2 The Borrower promises to pay all costs and expenses, including reasonable attorneys' fees, incurred by the City in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

9.3 This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

9.4 This Note shall be governed by and construed in accordance with the laws of the State of California.

9.5 The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

9.6 This document, together with the Loan Documents, contains the entire agreement between the parties as to the Loan. It may not be modified except upon written consent of the parties.

9.7 This Note shall be binding upon the Borrower, its successors and assigns.

9.8 If any term, condition or provision of this Note is in conflict with the term, condition or provision of the Loan Agreement, the Deed of Trust, or the Regulatory Agreement, said term, condition or provision of the Loan Agreement, the Deed of Trust, and the Regulatory Agreement shall control to the extent of such conflict.

9.9 If any term of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

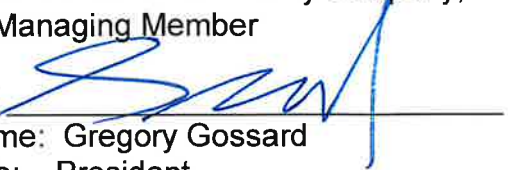
9.10 Borrower may prepay this Note in full or in part at any time, without any prepayment penalty being charged by the City.

BORROWER:

FIDDYMENT AFFORDABLE PARTNERS, L.P.,
a Delaware limited partnership

By: Fiddy Affordable, LLC,
a Delaware limited liability company,
its General Partner

By: Hampstead Development Partners, LLC,
a Delaware limited liability company,
its Managing Member

By: 
Name: Gregory Gossard
Title: President

ORDINANCE NO. 6556

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23
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 2022-23, is hereby amended as listed on the attached budget adjustment for the Prospera at Fiddymment Affordable Rental Housing project.

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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Claudia Carreno Management Analyst FISCAL YEAR: FY2022-23
 PREPARER NAME & TITLE: Claudia Carreno Management Analyst COUNCIL DATE (if applicable): 9/21/22
 DEPARTMENT/DIVISION: Economic Development - Housing ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	5573	84001	700040	2,785,095	Increase Grants Deferred Loans for the Local Housing Trust Fund Award project
2270	5080	84001	700040	31,250	Increase Grants Secondary Labor for the Local Housing Trust Fund Award project
2821	5573	84001	700040	2,785,095	Increase Grants Deferred Loans for the Local Housing Trust Fund Award matching funds
2821	5080	84001	700040	31,250	Increase Secondary Labor for the Local Housing Trust Fund Award matching funds
TOTAL				5,632,690	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	4410	84001	700040	2,816,345	Increase revenue for the Local Housing Trust Fund Award
TOTAL				2,816,345	

NET ADJUSTMENT	2,816,345
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2821				(2,816,345)	Decrease available resources in the Housing Trust fund.
TOTAL				(2,816,345)	

Justification for Budget Adjustment:

The City of Roseville was awarded a State Housing & Community Development Local Housing Trust Fund (LHTF) grant totaling \$2.8M to fund affordable housing projects. This grant requires a dollar-for-dollar match of \$2.8M, bringing the total funding for projects to \$5.6M. Staff recommends that the City Council authorize the City Manager to appropriate the grant award of \$2.8M in the Grants Fund (2270) and the required matching funds of \$2.8M from the Housing Trust Fund (2821) in the Local Housing Trust Fund Award non-capital project (#700040). One of the projects identified to receive funding from this grant is the Prospera at Fiddymont Affordable Housing Project, totaling \$2.5M in grant and matching funds. The spending plan for the remaining grant funds will be brought forward to the City Council at a later date.

REQUIRED APPROVALS:			
 <u>9/12/2022</u>			
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY	DATE		

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 2311
File #: 0600-01

Title: Staffing Changes
Contact: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

Meeting Date: 9/21/2022
Item #: 6.15.

RECOMMENDATION TO COUNCIL

As part of an ongoing assessment of the appropriate staffing structure to provide a high level of service to the community, staff is recommending changes to the City's staffing allocation schedule to meet business needs. It is recommended that City Council motion to approve the attached city-wide allocation schedule effective September 24, 2022.

BACKGROUND

As part of the Municipal Code, the Human Resources Department is charged with maintaining the City's classification plan. The Human Resources staff is continually evaluating staffing levels necessary to provide high service levels to the community. Staff reviews department workload and the allocation's impact on meeting the City's goals. Additionally, the level at which each of these positions would have to be staffed was analyzed. Based on the analysis, staff is requesting the following staffing changes.

Environmental Utilities Department

As part of ongoing restructure efforts, staff is requesting the reclassification of one vacant Assistant Environmental Utilities Director position to a Wastewater Utility Manager position. The Wastewater Utility Manager will provide daily focus on wastewater operations while the leadership and oversight duties will be assigned to an existing Assistant Environmental Utilities Director position. Staff is also requesting to add a new Senior Engineer position to provide support with entitlements on environmental utilities focused roles on city projects and other development related efforts. This position will also support coordination for South Placer Wastewater Authority development projects, as well as coordination with Placer County Water Agency for water related issues for county projects. On an as-needed basis, the position will also provide support with infrastructure rehabilitation and facility expansion projects.

Environmental Utilities

From	To	Current Salary & Benefits	Proposed Salary & Benefits	FTE	Annual Impact *	Impact for remaining FY 2022-23
	Wastewater					
Assistant Environmental Utilities Director	Utility Manager	\$308,920	\$268,639	1	-\$40,281	-\$30,986
N/A	Senior Engineer	N/A	\$212,256	1	\$212,256	\$163,274
					\$171,975	\$132,288

*This amount includes the estimated annual pension cost of \$12,029.

Information Technology Department

Staff requests to reclassify a vacant Information Technology Analyst I/II position to a Security Analyst I/II position. This position is necessary to adequately maintain security platforms, systems, and programs for the City and will support the efforts to maintain the City's critical technical security systems including vulnerability scanning, event correlation systems, managed security service provider (MSSP) interface, and VPN/ remote-support technologies as well as support incident responses, disaster recovery, off hours support rotation, and compliance.

Information Technology

From	To	Current Salary & Benefits	Proposed Salary & Benefits	FTE	Annual Impact *	Impact for remaining FY 2022-23
Information Technology Analyst I/II	Security Analyst I/II	\$165,345	\$173,612	1	\$8,267	\$6,359 \$6,359

*This amount includes the estimated annual pension cost of \$578.

FISCAL IMPACT

Environmental Utilities Department

The EU Department anticipates having adequate salary savings in its enterprise funds to cover the increased cost of \$132,288 for the remainder of fiscal year (FY) 2022-23. The ongoing cost increase of \$171,975 will be incorporated into the FY2023-24 budget.

Information Technology (IT) Department

The IT Operations internal service fund (ISF) will fund this position. The IT Department anticipates having adequate salary savings to cover the increased costs for the remainder of FY2022-23. The ongoing cost increase of \$8,267 will be incorporated into the FY2023-24 ISF rates.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The proposed staffing changes meet the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

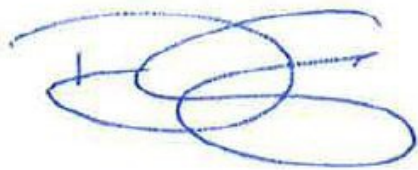
Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Linda Hampton, Human Resources Manager

Stacey Peterson, Human Resources Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

09-24-22 Position Allocation Schedle

Position Allocation Control Report

9/24/2022

Position Code	Position Title	Allocated FTE
CAO220245001	Assistant City Attorney	1
CAO221200001	City Attorney	1
CAO221658002	Deputy City Attorney I/II	1
CAO221658001	Deputy City Attorney I/II	1
CAO224096002	Legal Clerk I/II	1
CAO224096001	Legal Clerk I/II	1
CAO225015001	Paralegal	1
CAO227123003	Senior Deputy City Attorney	1
CAO227123002	Senior Deputy City Attorney	1
CAO227123001	Senior Deputy City Attorney	1
Total for Department:		CAO City Attorney 10

Position Code	Position Title	Allocated FTE
CCD360250001	Assistant City Clerk	1
CCD361220001	City Clerk	1
CCD361227005	City Clerk Technician I/II	1
CCD361227004	City Clerk Technician I/II	1
CCD361227003	City Clerk Technician I/II	1
CCD361227002	City Clerk Technician I/II	1
CCD361227001	City Clerk Technician I/II	1
CCD361665002	Deputy City Clerk I/II	1
CCD361665001	Deputy City Clerk I/II	1
CCD369548006	Passport/Livescan Agent	0.5
CCD369548004	Passport/Livescan Agent	0.5
CCD369548002	Passport/Livescan Agent	1
CCD369548001	Passport/Livescan Agent	1
Total for Department:		CCD City Clerk Department 12

Position Code	Position Title	Allocated FTE
CMO140325002	Assistant City Manager	1
CMO140325001	Assistant City Manager	1
CMO141240001	City Manager	1
CMO142551002	Executive Assistant	1
CMO142551001	Executive Assistant	1
CMO1414449001	Management Analyst - City Manager	1
CMO144457001	Management Assistant I/II	1
Total for Department:		CMO City Manager 7

Position Code	Position Title	Allocated FTE
DSD660071001	Administrative Assistant	1
DSD660084001	Administrative Technician	1
DSD661005005	Associate (PE)/Assistant/Junior Engineer	1
DSD661005004	Associate (PE)/Assistant/Junior Engineer	1
DSD661005003	Associate (PE)/Assistant/Junior Engineer	1
DSD661005002	Associate (PE)/Assistant/Junior Engineer	1
DSD661005001	Associate (PE)/Assistant/Junior Engineer	1
DSD660820003	Associate Engineer	1
DSD660820001	Associate Engineer	1
DSD660900006	Associate/Assistant Planner	1
DSD660900005	Associate/Assistant Planner	1
DSD660900004	Associate/Assistant Planner	1
DSD660900003	Associate/Assistant Planner	1
DSD660900002	Associate/Assistant Planner	1
DSD660900001	Associate/Assistant Planner	1
DSD661017001	Building Inspection Supervisor	1
DSD661019008	Building Inspector I/II	1
DSD661019007	Building Inspector I/II	1
DSD661019006	Building Inspector I/II	1
DSD661019005	Building Inspector I/II	1
DSD661019004	Building Inspector I/II	1
DSD661019003	Building Inspector I/II	1
DSD661019002	Building Inspector I/II	1
DSD661019001	Building Inspector I/II	1
DSD661043001	Building Official	1
DSD661047004	Building Plans Examiner I/II	1
DSD661047003	Building Plans Examiner I/II	1
DSD661047002	Building Plans Examiner I/II	1
DSD661047001	Building Plans Examiner I/II	1
DSD661369005	Code Enforcement Inspector I/II	1
DSD661369004	Code Enforcement Inspector I/II	1
DSD661369003	Code Enforcement Inspector I/II	1
DSD661369002	Code Enforcement Inspector I/II	1
DSD661369001	Code Enforcement Inspector I/II	1
DSD661368001	Code Enforcement Supervisor	1
DSD661027001	Construction Inspection Superintendent	1
DSD661248001	Construction Inspection Supervisor	1
DSD661434006	Construction Inspector I/II	1
DSD661434005	Construction Inspector I/II	1
DSD661434004	Construction Inspector I/II	1
DSD661434003	Construction Inspector I/II	1
DSD661434002	Construction Inspector I/II	1
DSD661434001	Construction Inspector I/II	1
DSD661280001	Development Services Administrator	1
DSD661096002	Development Services Business Analyst I/II	1
DSD661096001	Development Services Business Analyst I/II	1
DSD661676001	Development Services Director	1

DSD661695001	Development Services Manager	1
DSD661672003	Development Technician I/II	1
DSD661672002	Development Technician I/II	1
DSD661672001	Development Technician I/II	1
DSD661277001	Engineering Manager	1
DSD662540001	Environmental Coordinator	1
DSD663412001	GIS Analyst I/II	1
DSD662214001	GIS Technician I/II	1
DSD660050001	Management Analyst I/II	1
DSD664957002	Office Assistant I/II	1
DSD664957001	Office Assistant I/II	1
DSD665279003	Permit Technician I/II	1
DSD665279002	Permit Technician I/II	1
DSD665279001	Permit Technician I/II	1
DSD661501001	Permits Supervisor	1
DSD665309001	Planning Manager	1
DSD665514001	Principal Engineer	1
DSD667117001	Senior Building Inspector	1
DSD667195001	Senior Building Plans Examiner	1
DSD667121002	Senior Construction Inspector	1
DSD667121001	Senior Construction Inspector	1
DSD661097001	Senior Development Services Business Analyst	1
DSD667142003	Senior Engineer	1
DSD667142002	Senior Engineer	1
DSD661502001	Senior Permits Technician	1
DSD667180002	Senior Planner	1
DSD667180001	Senior Planner	1

Total for Department:	DSD Development Services Department	74
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Position Code	Position Title	Allocated FTE
EDD541675001	Economic Development Analyst I/II	1
EDD541710001	Economic Development Director	1
EDD541001002	Economic Development Project Manager	1
EDD541001001	Economic Development Project Manager	1
EDD543402003	Housing Analyst I/II	1
EDD543402002	Housing Analyst I/II	1
EDD543402001	Housing Analyst I/II	1
EDD543589001	Housing Manager	1
EDD543590001	Housing Supervisor	1
EDD543592004	Housing Technician I/II	1
EDD543592003	Housing Technician I/II	1
EDD543592002	Housing Technician I/II	1
EDD543592001	Housing Technician I/II	1
EDD540050001	Management Analyst I/II	1
EDD544957001	Office Assistant I/II	1
EDD547148001	Senior Housing Technician	1

Total for Department:	EDD Economic Development Department	16
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Position Code	Position Title	Allocated FTE
ELE701505001	AMI Project Manager	1
ELE700071001	Administrative Assistant	1
ELE700084005	Administrative Technician	1
ELE700084003	Administrative Technician	1
ELE700084002	Administrative Technician	1
ELE700084001	Administrative Technician	1
ELE700395003	Assistant Electric Utility Director	1
ELE700395002	Assistant Electric Utility Director	1
ELE700395001	Assistant Electric Utility Director	1
ELE701067008	Associate/Assistant Electric Analyst	1
ELE701067007	Associate/Assistant Electric Analyst	1
ELE701067006	Associate/Assistant Electric Analyst	1
ELE701067005	Associate/Assistant Electric Analyst	1
ELE701067004	Associate/Assistant Electric Analyst	1
ELE701067003	Associate/Assistant Electric Analyst	1
ELE701067002	Associate/Assistant Electric Analyst	1
ELE701067001	Associate/Assistant Electric Analyst	1
ELE701548002	Data Management Specialist I/II	1
ELE701548001	Data Management Specialist I/II	1
ELE701645001	Department Public Information Officer	1
ELE701312008	Electric Business Analyst I/II	1
ELE701312006	Electric Business Analyst I/II	1
ELE701312004	Electric Business Analyst I/II	1
ELE701312003	Electric Business Analyst I/II	1
ELE701312002	Electric Business Analyst I/II	1
ELE701312001	Electric Business Analyst I/II	1
ELE701312007	Electric Business Analyst I/II	1
ELE702335002	Electric Compliance Analyst I/II	1
ELE702335001	Electric Compliance Analyst I/II	1
ELE706285001	Electric Customer Programs Supervisor	1
ELE702330002	Electric Drafting Technician I/II	1
ELE702345005	Electric Engineering Technician I/II	1
ELE702345004	Electric Engineering Technician I/II	1
ELE702345003	Electric Engineering Technician I/II	1
ELE702345001	Electric Engineering Technician I/II	1
ELE702284001	Electric Engineering Technician Supervisor	1
ELE702286003	Electric Line Troubleshooter	1
ELE702286002	Electric Line Troubleshooter	1
ELE702286001	Electric Line Troubleshooter	1
ELE702212004	Electric Materials Technician I/II	1
ELE702212003	Electric Materials Technician I/II	1
ELE702212002	Electric Materials Technician I/II	1
ELE702212001	Electric Materials Technician I/II	1
ELE702338001	Electric Operations Manager	1
ELE702339002	Electric Operations Supervisor	1
ELE702339001	Electric Operations Supervisor	1
ELE702254001	Electric Preventive Data System Technician	1
ELE702316005	Electric Resources Planner I/II	1
ELE702316003	Electric Resources Planner I/II	1

ELE702316002	Electric Resources Planner I/II	1
ELE702316001	Electric Resources Planner I/II	1
ELE702216001	Electric Risk and Compliance Supervisor	1
ELE702319001	Electric Substation Supervisor	1
ELE702350003	Electric System Dispatcher	1
ELE702350002	Electric System Dispatcher	1
ELE702350001	Electric System Dispatcher	1
ELE702359003	Electric Technology System Technician	1
ELE702359002	Electric Technology System Technician	1
ELE702359001	Electric Technology System Technician	1
ELE709560001	Electric Technology Systems Administrator	1
ELE702320001	Electric Utility Director	1
ELE702215001	Electric Utility Financial Administrator	1
ELE709250003	Electric Utility Inspection Technician	1
ELE709250002	Electric Utility Inspection Technician	1
ELE709250001	Electric Utility Inspection Technician	1
ELE702285015	Electric/Apprentice Line Technician	1
ELE702285014	Electric/Apprentice Line Technician	1
ELE702285013	Electric/Apprentice Line Technician	1
ELE702285012	Electric/Apprentice Line Technician	1
ELE702285011	Electric/Apprentice Line Technician	1
ELE702285010	Electric/Apprentice Line Technician	1
ELE702285009	Electric/Apprentice Line Technician	1
ELE702285008	Electric/Apprentice Line Technician	1
ELE702285007	Electric/Apprentice Line Technician	1
ELE702285006	Electric/Apprentice Line Technician	1
ELE702285005	Electric/Apprentice Line Technician	1
ELE702285004	Electric/Apprentice Line Technician	1
ELE702285003	Electric/Apprentice Line Technician	1
ELE702285002	Electric/Apprentice Line Technician	1
ELE702285001	Electric/Apprentice Line Technician	1
ELE701085005	Electric/Apprentice Metering System Technician	1
ELE701085004	Electric/Apprentice Metering System Technician	1
ELE701085003	Electric/Apprentice Metering System Technician	1
ELE701085002	Electric/Apprentice Metering System Technician	1
ELE701085001	Electric/Apprentice Metering System Technician	1
ELE701083012	Electric/Apprentice Substation Technician	1
ELE701083011	Electric/Apprentice Substation Technician	1
ELE701083010	Electric/Apprentice Substation Technician	1
ELE701083009	Electric/Apprentice Substation Technician	1
ELE701083008	Electric/Apprentice Substation Technician	1
ELE701083007	Electric/Apprentice Substation Technician	1
ELE701083006	Electric/Apprentice Substation Technician	1
ELE701083005	Electric/Apprentice Substation Technician	1
ELE701083004	Electric/Apprentice Substation Technician	1
ELE701083003	Electric/Apprentice Substation Technician	1
ELE701083002	Electric/Apprentice Substation Technician	1
ELE701083001	Electric/Apprentice Substation Technician	1
ELE702466003	Energy Program Technician	1
ELE702466002	Energy Program Technician	1
ELE702501003	Energy Services Account Representative I/II	1
ELE702501002	Energy Services Account Representative I/II	1

ELE702501001	Energy Services Account Representative I/II	1
ELE701082001	Generation Maintenance Scheduler-Coordinator	1
ELE701648001	Government Relations Representative I/II	1
ELE703608003	Instrument and Control Technician	1
ELE703608002	Instrument and Control Technician	1
ELE703608001	Instrument and Control Technician	1
ELE704517002	Marketing and Communication Analyst I/II	0.5
ELE704517001	Marketing and Communication Analyst I/II	1
ELE704540003	Meter Reader	1
ELE704540002	Meter Reader	1
ELE704540001	Meter Reader	1
ELE704534001	Meter Service Worker	1
ELE704957004	Office Assistant I/II	1
ELE704957003	Office Assistant I/II	1
ELE704957002	Office Assistant I/II	1
ELE704957001	Office Assistant I/II	1
ELE705596004	Power Engineer I/II	1
ELE705596003	Power Engineer I/II	1
ELE705596002	Power Engineer I/II	1
ELE705596001	Power Engineer I/II	1
ELE705505001	Power Engineering Manager	1
ELE705600001	Power Generation Superintendent	1
ELE705591002	Power Plant Engineer I/II	1
ELE705591001	Power Plant Engineer I/II	1
ELE705526003	Power Plant Mechanic	1
ELE705526002	Power Plant Mechanic	1
ELE705526001	Power Plant Mechanic	1
ELE705530002	Power Plant Operations and Maintenance Supervisor	1
ELE705530001	Power Plant Operations and Maintenance Supervisor	1
ELE705523009	Power Plant Operator Technician I/II	1
ELE705523008	Power Plant Operator Technician I/II	1
ELE705523007	Power Plant Operator Technician I/II	1
ELE705523006	Power Plant Operator Technician I/II	1
ELE705523005	Power Plant Operator Technician I/II	1
ELE705523004	Power Plant Operator Technician I/II	1
ELE705523003	Power Plant Operator Technician I/II	1
ELE705523002	Power Plant Operator Technician I/II	1
ELE705523001	Power Plant Operator Technician I/II	1
ELE705535001	Power Supply and Portfolio Administrator	1
ELE707128004	Senior Electric Business Analyst	1
ELE707128003	Senior Electric Business Analyst	1
ELE707128002	Senior Electric Business Analyst	1
ELE707128001	Senior Electric Business Analyst	1
ELE707118005	Senior Electric Line Technician	1
ELE707118004	Senior Electric Line Technician	1
ELE707118003	Senior Electric Line Technician	1
ELE707118002	Senior Electric Line Technician	1
ELE707118001	Senior Electric Line Technician	1
ELE707169001	Senior Electric Materials Technician	1
ELE701036001	Senior Electric Metering Systems Technician	1
ELE707126003	Senior Electric Substation Technician	1
ELE707126002	Senior Electric Substation Technician	1

ELE707126001	Senior Electric Substation Technician	1
ELE707168001	Senior Electric System Dispatcher	1
ELE701023001	Senior Electric Technology Systems Analyst	1
ELE707163002	Senior Energy Services Account Representative	1
ELE707163001	Senior Energy Services Account Representative	1
ELE707161001	Senior GIS Analyst	1
ELE707200001	Senior Meter Service Worker	1
ELE707151002	Senior Power Engineer	1
ELE707151001	Senior Power Engineer	1
ELE705555001	Senior Power Plant Engineer	1
ELE707152004	Senior Power Plant Operator Technician	1
ELE707152003	Senior Power Plant Operator Technician	1
ELE707152002	Senior Power Plant Operator Technician	1
ELE707152001	Senior Power Plant Operator Technician	1
ELE701029002	Senior Utility Billing Analyst	1
ELE701029001	Senior Utility Billing Analyst	1
ELE701044003	Senior Utility Customer Service Specialist	1
ELE701044002	Senior Utility Customer Service Specialist	1
ELE701044001	Senior Utility Customer Service Specialist	1
ELE703315005	Utility Billing Analyst I/II	1
ELE703315004	Utility Billing Analyst I/II	1
ELE703315003	Utility Billing Analyst I/II	1
ELE703315002	Utility Billing Analyst I/II	1
ELE703315001	Utility Billing Analyst I/II	1
ELE70920001	Utility Billing Operations Manager	1
ELE701041001	Utility Billing and Field Services Supervisor	1
ELE701049015	Utility Customer Service Representative I/II	1
ELE701049014	Utility Customer Service Representative I/II	1
ELE701049013	Utility Customer Service Representative I/II	1
ELE701049012	Utility Customer Service Representative I/II	1
ELE701049011	Utility Customer Service Representative I/II	0.75
ELE701049010	Utility Customer Service Representative I/II	0.5
ELE701049009	Utility Customer Service Representative I/II	1
ELE701049008	Utility Customer Service Representative I/II	0.5
ELE701049007	Utility Customer Service Representative I/II	1
ELE701049006	Utility Customer Service Representative I/II	1
ELE701049005	Utility Customer Service Representative I/II	1
ELE701049004	Utility Customer Service Representative I/II	1
ELE701049001	Utility Customer Service Representative I/II	1
ELE701046005	Utility Customer Service Specialist I/II	1
ELE701046004	Utility Customer Service Specialist I/II	1
ELE701046003	Utility Customer Service Specialist I/II	1
ELE701046002	Utility Customer Service Specialist I/II	1
ELE701046001	Utility Customer Service Specialist I/II	1
ELE701042001	Utility Customer Service Supervisor	1
ELE701646001	Utility Government Relations Administrator	1

Total for Department:	ELE Electric Department	197.25
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Position Code	Position Title	Allocated FTE
EUD740071001	Administrative Assistant	1
EUD741003001	Administrative Supervisor	1
EUD740084004	Administrative Technician	1
EUD740084003	Administrative Technician	1
EUD740084002	Administrative Technician	1
EUD740084001	Administrative Technician	1
EUD740411003	Assistant Environmental Utilities Director	1
EUD740411001	Assistant Environmental Utilities Director	1
EUD741005002	Associate (PE)/Assistant/Junior Engineer	1
EUD741005001	Associate (PE)/Assistant/Junior Engineer	1
EUD740820002	Associate Engineer	1
EUD740820001	Associate Engineer	1
EUD741548003	Data Management Specialist I/II	1
EUD741548002	Data Management Specialist I/II	1
EUD741548001	Data Management Specialist I/II	1
EUD749561001	Data Management System Administrator	1
EUD741645001	Department Public Information Officer	1
EUD741672001	Development Technician I/II	1
EUD749550001	ERP Business Analyst I/II	1
EUD741350002	Engineering Technician I/II	1
EUD741350001	Engineering Technician I/II	1
EUD742544002	Environmental Compliance Specialist I/II	1
EUD742544001	Environmental Compliance Specialist I/II	1
EUD742548001	Environmental Utilities Business Administrator	1
EUD742547004	Environmental Utilities Business Analyst I/II	1
EUD742547003	Environmental Utilities Business Analyst I/II	1
EUD742547002	Environmental Utilities Business Analyst I/II	1
EUD742547001	Environmental Utilities Business Analyst I/II	1
EUD741684001	Environmental Utilities Director	1
EUD741038006	Environmental Utilities Instrument and Control	1
EUD741038005	Environmental Utilities Instrument and Control	1
EUD741038004	Environmental Utilities Instrument and Control	1
EUD741038003	Environmental Utilities Instrument and Control	1
EUD741038002	Environmental Utilities Instrument and Control	1
EUD741038001	Environmental Utilities Instrument and Control	1
EUD741024001	Environmental Utilities Maintenance Superintendent	1
EUD742541003	Environmental Utility Compliance Administrator	1
EUD742541002	Environmental Utility Compliance Administrator	1
EUD742541001	Environmental Utility Compliance Administrator	1
EUD743412003	GIS Analyst I/II	1
EUD743412002	GIS Analyst I/II	1
EUD743412001	GIS Analyst I/II	1
EUD741648001	Government Relations Representative I/II	1
EUD741002001	Hydrogeologist	1
EUD743604001	Industrial Waste Specialist	1
EUD743610002	Industrial Waste Technician	1
EUD743732002	Interpretive Services Specialist I/II	1
EUD743732001	Interpretive Services Specialist I/II	1
EUD743740001	Interpretive Services Supervisor	1

EUD744020005	Laboratory Technician I/II	1
EUD744020004	Laboratory Technician I/II	1
EUD744020003	Laboratory Technician I/II	1
EUD744020001	Laboratory Technician I/II	1
EUD740050001	Management Analyst I/II	1
EUD744517003	Marketing and Communication Analyst I/II	1
EUD744517002	Marketing and Communication Analyst I/II	1
EUD744520002	Materials Technician	1
EUD744520001	Materials Technician	1
EUD744957012	Office Assistant I/II	1
EUD744957011	Office Assistant I/II	1
EUD744957010	Office Assistant I/II	1
EUD744957009	Office Assistant I/II	1
EUD744957008	Office Assistant I/II	1
EUD744957006	Office Assistant I/II	1
EUD744957005	Office Assistant I/II	1
EUD744957004	Office Assistant I/II	1
EUD744957003	Office Assistant I/II	1
EUD744957002	Office Assistant I/II	1
EUD744957001	Office Assistant I/II	1
EUD741028001	Organics Truck Driver	1
EUD745319003	Plant and Equipment Maintenance Worker I/II	1
EUD745319002	Plant and Equipment Maintenance Worker I/II	1
EUD745319001	Plant and Equipment Maintenance Worker I/II	1
EUD745328006	Plant and Equipment Mechanic I/II	1
EUD745328005	Plant and Equipment Mechanic I/II	1
EUD745328004	Plant and Equipment Mechanic I/II	1
EUD745328003	Plant and Equipment Mechanic I/II	1
EUD745328002	Plant and Equipment Mechanic I/II	1
EUD745328001	Plant and Equipment Mechanic I/II	1
EUD745402001	Predictive Maintenance Technician I/II	1
EUD745533002	Preventative Maintenance Coordinator	1
EUD745533001	Preventative Maintenance Coordinator	1
EUD745519002	Preventative Maintenance Supervisor	1
EUD745519001	Preventative Maintenance Supervisor	1
EUD745502005	Preventative Maintenance Technician I/II	1
EUD745502004	Preventative Maintenance Technician I/II	1
EUD745502003	Preventative Maintenance Technician I/II	1
EUD745502002	Preventative Maintenance Technician I/II	1
EUD745502001	Preventative Maintenance Technician I/II	1
EUD745514002	Principal Engineer	1
EUD745514001	Principal Engineer	1
EUD741004001	Process Engineer	1
EUD746150001	Recycling and Organics Coordinator	1
EUD746226005	Refuse Maintenance Worker I/II	1
EUD746226004	Refuse Maintenance Worker I/II	1
EUD746226003	Refuse Maintenance Worker I/II	1
EUD746226002	Refuse Maintenance Worker I/II	1
EUD746226001	Refuse Maintenance Worker I/II	1
EUD746231001	Refuse Superintendent	1
EUD746235004	Refuse Supervisor	1
EUD746235003	Refuse Supervisor	1

EUD746235002	Refuse Supervisor	1
EUD746235001	Refuse Supervisor	1
EUD746304042	Refuse Truck Driver I/II	1
EUD746304040	Refuse Truck Driver I/II	1
EUD746304039	Refuse Truck Driver I/II	1
EUD746304038	Refuse Truck Driver I/II	1
EUD746304037	Refuse Truck Driver I/II	1
EUD746304036	Refuse Truck Driver I/II	1
EUD746304035	Refuse Truck Driver I/II	1
EUD746304034	Refuse Truck Driver I/II	1
EUD746304033	Refuse Truck Driver I/II	1
EUD746304032	Refuse Truck Driver I/II	1
EUD746304031	Refuse Truck Driver I/II	1
EUD746304030	Refuse Truck Driver I/II	1
EUD746304029	Refuse Truck Driver I/II	1
EUD746304028	Refuse Truck Driver I/II	1
EUD746304027	Refuse Truck Driver I/II	1
EUD746304026	Refuse Truck Driver I/II	1
EUD746304025	Refuse Truck Driver I/II	1
EUD746304024	Refuse Truck Driver I/II	1
EUD746304023	Refuse Truck Driver I/II	1
EUD746304022	Refuse Truck Driver I/II	1
EUD746304021	Refuse Truck Driver I/II	1
EUD746304020	Refuse Truck Driver I/II	1
EUD746304019	Refuse Truck Driver I/II	1
EUD746304018	Refuse Truck Driver I/II	1
EUD746304017	Refuse Truck Driver I/II	1
EUD746304016	Refuse Truck Driver I/II	1
EUD746304015	Refuse Truck Driver I/II	1
EUD746304014	Refuse Truck Driver I/II	1
EUD746304013	Refuse Truck Driver I/II	1
EUD746304012	Refuse Truck Driver I/II	1
EUD746304011	Refuse Truck Driver I/II	1
EUD746304010	Refuse Truck Driver I/II	1
EUD746304009	Refuse Truck Driver I/II	1
EUD746304008	Refuse Truck Driver I/II	1
EUD746304007	Refuse Truck Driver I/II	1
EUD746304006	Refuse Truck Driver I/II	1
EUD746304005	Refuse Truck Driver I/II	1
EUD746304004	Refuse Truck Driver I/II	1
EUD746304003	Refuse Truck Driver I/II	1
EUD746304002	Refuse Truck Driver I/II	1
EUD746304001	Refuse Truck Driver I/II	1
EUD746244001	Refuse and Stormwater Manager	1
EUD747020002	SCADA System Technician	1
EUD747020001	SCADA System Technician	1
EUD746500002	Safety Coordinator	1
EUD746500001	Safety Coordinator	1
EUD747142004	Senior Engineer	1
EUD747142003	Senior Engineer	1
EUD747142002	Senior Engineer	1
EUD747142001	Senior Engineer	1

EUD741065001	Senior Environmental Utilities Business Analyst	1
EUD747161001	Senior GIS Analyst	1
EUD743733001	Senior Interpretive Services Specialist	1
EUD747284003	Senior Preventative Maintenance Technician	1
EUD747284002	Senior Preventative Maintenance Technician	1
EUD747284001	Senior Preventative Maintenance Technician	1
EUD747129007	Senior Refuse Truck Driver	1
EUD747129006	Senior Refuse Truck Driver	1
EUD747129005	Senior Refuse Truck Driver	1
EUD747129004	Senior Refuse Truck Driver	1
EUD747129003	Senior Refuse Truck Driver	1
EUD747129002	Senior Refuse Truck Driver	1
EUD747129001	Senior Refuse Truck Driver	1
EUD749559001	Senior SCADA System Technician	1
EUD741279001	Senior Solid Waste Billing Technician	1
EUD747202004	Senior Wastewater Utility Maintenance Worker	1
EUD747202003	Senior Wastewater Utility Maintenance Worker	1
EUD747202002	Senior Wastewater Utility Maintenance Worker	1
EUD747202001	Senior Wastewater Utility Maintenance Worker	1
EUD747202005	Senior Wastewater Utility Maintenance Worker	1
EUD747204007	Senior Water Distribution Worker	1
EUD747204006	Senior Water Distribution Worker	1
EUD747204005	Senior Water Distribution Worker	1
EUD747204004	Senior Water Distribution Worker	1
EUD747204003	Senior Water Distribution Worker	1
EUD747204002	Senior Water Distribution Worker	1
EUD747204001	Senior Water Distribution Worker	1
EUD747324001	Solid Waste Billing Technician	1
EUD741646001	Utility Government Relations Administrator	1
EUD741099002	Waste Services Clerk I/II	1
EUD741099001	Waste Services Clerk I/II	1
EUD748978002	Wastewater Collection Supervisor	1
EUD748980001	Wastewater Collection Superintendent	1
EUD748978003	Wastewater Collection Supervisor	1
EUD748978001	Wastewater Collection Supervisor	1
EUD749040001	Wastewater Treatment Plant Chief Operator	1
EUD749025010	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025009	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025008	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025007	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025006	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025005	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025004	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025003	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025002	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025001	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749020004	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749020003	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749020002	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749020001	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749030002	Wastewater Treatment Plant Operator Grade IV	1
EUD749030001	Wastewater Treatment Plant Operator Grade IV	1

EUD749029026	Wastewater Utility Maintenance Worker I/II	1
EUD749029025	Wastewater Utility Maintenance Worker I/II	1
EUD749029024	Wastewater Utility Maintenance Worker I/II	1
EUD749029022	Wastewater Utility Maintenance Worker I/II	1
EUD749029021	Wastewater Utility Maintenance Worker I/II	1
EUD749029020	Wastewater Utility Maintenance Worker I/II	1
EUD749029019	Wastewater Utility Maintenance Worker I/II	1
EUD749029018	Wastewater Utility Maintenance Worker I/II	1
EUD749029017	Wastewater Utility Maintenance Worker I/II	1
EUD749029016	Wastewater Utility Maintenance Worker I/II	1
EUD749029015	Wastewater Utility Maintenance Worker I/II	1
EUD749029014	Wastewater Utility Maintenance Worker I/II	1
EUD749029013	Wastewater Utility Maintenance Worker I/II	1
EUD749029012	Wastewater Utility Maintenance Worker I/II	1
EUD749029011	Wastewater Utility Maintenance Worker I/II	1
EUD749029010	Wastewater Utility Maintenance Worker I/II	1
EUD749029009	Wastewater Utility Maintenance Worker I/II	1
EUD749029008	Wastewater Utility Maintenance Worker I/II	1
EUD749029007	Wastewater Utility Maintenance Worker I/II	1
EUD749029006	Wastewater Utility Maintenance Worker I/II	1
EUD749029005	Wastewater Utility Maintenance Worker I/II	1
EUD749029004	Wastewater Utility Maintenance Worker I/II	1
EUD749029003	Wastewater Utility Maintenance Worker I/II	1
EUD749029002	Wastewater Utility Maintenance Worker I/II	1
EUD749029001	Wastewater Utility Maintenance Worker I/II	1
EUD749029023	Wastewater Utility Maintenance Worker I/II	1
EUD749045001	Wastewater Utility Manager	1
EUD749047001	Water Conservation Administrator	1
EUD749078001	Water Conservation Specialist	1
EUD749051005	Water Conservation Worker I/II	1
EUD749051004	Water Conservation Worker I/II	1
EUD749051003	Water Conservation Worker I/II	1
EUD749051002	Water Conservation Worker I/II	1
EUD749051001	Water Conservation Worker I/II	1
EUD749085001	Water Distribution Superintendent	1
EUD749084004	Water Distribution Supervisor	1
EUD749084003	Water Distribution Supervisor	1
EUD749084002	Water Distribution Supervisor	1
EUD749084001	Water Distribution Supervisor	1
EUD749248023	Water Distribution Worker I/II	1
EUD749248022	Water Distribution Worker I/II	1
EUD749248021	Water Distribution Worker I/II	1
EUD749248020	Water Distribution Worker I/II	1
EUD749248019	Water Distribution Worker I/II	1
EUD749248018	Water Distribution Worker I/II	1
EUD749248017	Water Distribution Worker I/II	1
EUD749248016	Water Distribution Worker I/II	1
EUD749248015	Water Distribution Worker I/II	1
EUD749248014	Water Distribution Worker I/II	1
EUD749248013	Water Distribution Worker I/II	1
EUD749248012	Water Distribution Worker I/II	1
EUD749248011	Water Distribution Worker I/II	1

EUD749248010	Water Distribution Worker I/II	1
EUD749248009	Water Distribution Worker I/II	1
EUD749248008	Water Distribution Worker I/II	1
EUD749248007	Water Distribution Worker I/II	1
EUD749248006	Water Distribution Worker I/II	1
EUD749248005	Water Distribution Worker I/II	1
EUD749248004	Water Distribution Worker I/II	1
EUD749248003	Water Distribution Worker I/II	1
EUD749248002	Water Distribution Worker I/II	1
EUD749248001	Water Distribution Worker I/II	1
EUD749101001	Water Quality Lab Supervisor	1
EUD749101002	Water Quality Lab Supervisor	1
EUD741053001	Water Quality Technician	1
EUD749175001	Water Treatment Plant Chief Operator	1
EUD749230006	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD749230005	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD749230004	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD749230003	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD749230002	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD749230001	Water Treatment Plant Operator Grade I/II/III 24Hr	1
Total for Department: EUD Environmental Utilities Department		277

Position Code	Position Title	Allocated FTE
FIN240040003	Accountant I/II	1
FIN240040002	Accountant I/II	1
FIN240040001	Accountant I/II	1
FIN241370001	Accounting Manager	1
FIN240043001	Accounting Supervisor	1
FIN249427001	Accounts Payable Supervisor	1
FIN240084001	Administrative Technician	1
FIN241021001	Assistant City Manager/Chief Financial Officer	1
FIN2421026001	Assistant Finance Director	1
FIN240915004	Budget Analyst I/II	1
FIN240915003	Budget Analyst I/II	1
FIN240915002	Budget Analyst I/II	1
FIN240915001	Budget Analyst I/II	1
FIN240930001	Budget Manager	1
FIN241060004	Buyer I/II	1
FIN241060003	Buyer I/II	1
FIN241060002	Buyer I/II	1
FIN241060001	Buyer I/II	1
FIN241450001	Courier	1
FIN249550003	ERP Business Analyst I/II	1
FIN249550002	ERP Business Analyst I/II	1
FIN249550001	ERP Business Analyst I/II	1
FIN246520001	ERP Program Manager	1
FIN242900001	Finance Manager	1
FIN243326007	Finance Technician I/II	0.625
FIN243326006	Finance Technician I/II	1

FIN243326005	Finance Technician I/II	1
FIN243326004	Finance Technician I/II	1
FIN243326003	Finance Technician I/II	1
FIN243326002	Finance Technician I/II	1
FIN243326001	Finance Technician I/II	1
FIN240050001	Management Analyst I/II	1
FIN244457001	Management Assistant I/II	1
FIN249428001	Payroll Supervisor	1
FIN245101004	Payroll Technician I/II	0.6
FIN245101003	Payroll Technician I/II	1
FIN245101002	Payroll Technician I/II	1
FIN245101001	Payroll Technician I/II	1
FIN245652001	Purchasing and Warehouse Manager	1
FIN241051003	Senior Accountant	1
FIN241051002	Senior Accountant	1
FIN241051001	Senior Accountant	1
FIN247139001	Senior Buyer	1
FIN247141001	Senior Payroll Technician	1
FIN247203001	Senior Warehouse Worker	1
FIN248952001	Warehouse Worker I/II	1
Total for Department:		FIN Finance Department 45.225

Position Code	Position Title	Allocated FTE
FIR480071001	Administrative Assistant	1
FIR480084001	Administrative Technician	1
FIR480480001	Assistant Fire Chief	1
FIR481645001	Department Public Information Officer	1
FIR482415001	EMS Quality Assurance Coordinator	1
FIR480905007	Fire Battalion Chief	1
FIR480905006	Fire Battalion Chief	1
FIR480905004	Fire Battalion Chief	1
FIR480905003	Fire Battalion Chief	1
FIR480905002	Fire Battalion Chief	1
FIR480905001	Fire Battalion Chief	1
FIR480905005	Fire Battalion Chief	1
FIR483320030	Fire Captain	1
FIR483320029	Fire Captain	1
FIR483320028	Fire Captain	1
FIR483320027	Fire Captain	1
FIR483320026	Fire Captain	1
FIR483320025	Fire Captain	1
FIR483320024	Fire Captain	1
FIR483320023	Fire Captain	1
FIR483320022	Fire Captain	1
FIR483320021	Fire Captain	1
FIR483320020	Fire Captain	1
FIR483320019	Fire Captain	1
FIR483320018	Fire Captain	1
FIR483320017	Fire Captain	1

FIR483320016	Fire Captain	1
FIR483320015	Fire Captain	1
FIR483320014	Fire Captain	1
FIR483320013	Fire Captain	1
FIR483320012	Fire Captain	1
FIR483320011	Fire Captain	1
FIR483320010	Fire Captain	1
FIR483320009	Fire Captain	1
FIR483320008	Fire Captain	1
FIR483320007	Fire Captain	1
FIR483320006	Fire Captain	1
FIR483320005	Fire Captain	1
FIR483320004	Fire Captain	1
FIR483320003	Fire Captain	1
FIR483320002	Fire Captain	1
FIR483320001	Fire Captain	1
FIR483330001	Fire Chief	1
FIR483332002	Fire Division Chief	1
FIR483332001	Fire Division Chief	1
FIR483340030	Fire Engineer	1
FIR483340029	Fire Engineer	1
FIR483340028	Fire Engineer	1
FIR483340027	Fire Engineer	1
FIR483340026	Fire Engineer	1
FIR483340025	Fire Engineer	1
FIR483340024	Fire Engineer	1
FIR483340023	Fire Engineer	1
FIR483340022	Fire Engineer	1
FIR483340021	Fire Engineer	1
FIR483340020	Fire Engineer	1
FIR483340019	Fire Engineer	1
FIR483340018	Fire Engineer	1
FIR483340017	Fire Engineer	1
FIR483340016	Fire Engineer	1
FIR483340015	Fire Engineer	1
FIR483340014	Fire Engineer	1
FIR483340013	Fire Engineer	1
FIR483340012	Fire Engineer	1
FIR483340011	Fire Engineer	1
FIR483340010	Fire Engineer	1
FIR483340009	Fire Engineer	1
FIR483340008	Fire Engineer	1
FIR483340007	Fire Engineer	1
FIR483340006	Fire Engineer	1
FIR483340005	Fire Engineer	1
FIR483340004	Fire Engineer	1
FIR483340003	Fire Engineer	1
FIR483340002	Fire Engineer	1
FIR483340001	Fire Engineer	1
FIR481022001	Fire and Environmental Inspection Supervisor	1
FIR483377005	Fire and Environmental Safety Inspector I/II	1
FIR483377004	Fire and Environmental Safety Inspector I/II	1

FIR483377003	Fire and Environmental Safety Inspector I/II	1
FIR483377002	Fire and Environmental Safety Inspector I/II	1
FIR483377001	Fire and Environmental Safety Inspector I/II	1
FIR483355036	Firefighter Paramedic I/II	1
FIR483355035	Firefighter Paramedic I/II	1
FIR483355034	Firefighter Paramedic I/II	1
FIR483355033	Firefighter Paramedic I/II	1
FIR483355032	Firefighter Paramedic I/II	1
FIR483355031	Firefighter Paramedic I/II	1
FIR483355030	Firefighter Paramedic I/II	1
FIR483355029	Firefighter Paramedic I/II	1
FIR483355028	Firefighter Paramedic I/II	1
FIR483355027	Firefighter Paramedic I/II	1
FIR483355026	Firefighter Paramedic I/II	1
FIR483355025	Firefighter Paramedic I/II	1
FIR483355024	Firefighter Paramedic I/II	1
FIR483355023	Firefighter Paramedic I/II	1
FIR483355022	Firefighter Paramedic I/II	1
FIR483355021	Firefighter Paramedic I/II	1
FIR483355020	Firefighter Paramedic I/II	1
FIR483355019	Firefighter Paramedic I/II	1
FIR483355018	Firefighter Paramedic I/II	1
FIR483355017	Firefighter Paramedic I/II	1
FIR483355016	Firefighter Paramedic I/II	1
FIR483355015	Firefighter Paramedic I/II	1
FIR483355014	Firefighter Paramedic I/II	1
FIR483355013	Firefighter Paramedic I/II	1
FIR483355012	Firefighter Paramedic I/II	1
FIR483355011	Firefighter Paramedic I/II	1
FIR483355010	Firefighter Paramedic I/II	1
FIR483355009	Firefighter Paramedic I/II	1
FIR483355008	Firefighter Paramedic I/II	1
FIR483355007	Firefighter Paramedic I/II	1
FIR483355006	Firefighter Paramedic I/II	1
FIR483355005	Firefighter Paramedic I/II	1
FIR483355004	Firefighter Paramedic I/II	1
FIR483355003	Firefighter Paramedic I/II	1
FIR483355002	Firefighter Paramedic I/II	1
FIR483355001	Firefighter Paramedic I/II	1
FIR483412001	GIS Analyst I/II	1
FIR480050001	Management Analyst I/II	1
FIR484957001	Office Assistant I/II	1

Total for Department:	FIR Fire Department	120
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Position Code	Position Title	Allocated FTE
HRD280071001	Administrative Assistant	1
HRD280484001	Assistant Human Resources Director	1
HRD283596003	Human Resources Analyst I/II	1
HRD283596002	Human Resources Analyst I/II	1

HRD283596001	Human Resources Analyst I/II	1
HRD283598001	Human Resources Director	1
HRD283599001	Human Resources Manager	1
HRD285235008	Human Resources Technician	1
HRD285235007	Human Resources Technician	1
HRD285235006	Human Resources Technician	1
HRD285235005	Human Resources Technician	1
HRD285235004	Human Resources Technician	1
HRD285235003	Human Resources Technician	1
HRD285235002	Human Resources Technician	1
HRD285235001	Human Resources Technician	1
HRD286450001	Risk Manager	1
HRD287178002	Senior Human Resources Technician	1
HRD287178001	Senior Human Resources Technician	1

Total for Department:	HRD Human Resources Department	18
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Position Code	Position Title	Allocated FTE
ITD320084001	Administrative Technician	1
ITD329558002	Assistant Information Technology Director	1
ITD329558001	Assistant Information Technology Director	1
ITD321362012	Business Systems Analyst I/II	1
ITD321362011	Business Systems Analyst I/II	1
ITD321362010	Business Systems Analyst I/II	1
ITD321362009	Business Systems Analyst I/II	1
ITD321362008	Business Systems Analyst I/II	1
ITD321362007	Business Systems Analyst I/II	1
ITD321362006	Business Systems Analyst I/II	1
ITD321362005	Business Systems Analyst I/II	1
ITD321362004	Business Systems Analyst I/II	1
ITD321362003	Business Systems Analyst I/II	1
ITD321362002	Business Systems Analyst I/II	1
ITD321362001	Business Systems Analyst I/II	1
ITD321180001	Chief Information Officer	1
ITD321552007	Database Analyst I/II	1
ITD321552006	Database Analyst I/II	1
ITD321552005	Database Analyst I/II	1
ITD321552004	Database Analyst I/II	1
ITD321552003	Database Analyst I/II	1
ITD321552002	Database Analyst I/II	1
ITD321552001	Database Analyst I/II	1
ITD323625001	Information Security Administrator	1
ITD323794013	Information Technology Analyst I/II	1
ITD323794012	Information Technology Analyst I/II	1
ITD323794010	Information Technology Analyst I/II	1
ITD323794009	Information Technology Analyst I/II	1
ITD323794007	Information Technology Analyst I/II	1
ITD323794006	Information Technology Analyst I/II	1
ITD323794005	Information Technology Analyst I/II	1
ITD323794002	Information Technology Analyst I/II	1

ITD323794001	Information Technology Analyst I/II	1
ITD329542001	Information Technology Client Services Supervisor	1
ITD323602005	Information Technology Program Manager	1
ITD323602004	Information Technology Program Manager	1
ITD323602003	Information Technology Program Manager	1
ITD323602002	Information Technology Program Manager	1
ITD323602001	Information Technology Program Manager	1
ITD323618003	Information Technology Technician I/II	1
ITD323618002	Information Technology Technician I/II	1
ITD323618001	Information Technology Technician I/II	1
ITD320050001	Management Analyst I/II	1
ITD321089002	Security Analyst I/II	1
ITD321089001	Security Analyst I/II	1
ITD321089003	Security Analyst I/II	1
ITD327130003	Senior Business Systems Analyst	1
ITD327130002	Senior Business Systems Analyst	1
ITD327130001	Senior Business Systems Analyst	1
ITD327145001	Senior Database Analyst	1
ITD327149003	Senior Information Technology Technician	1
ITD321091007	Systems Architect	1
ITD321091006	Systems Architect	1
ITD321091005	Systems Architect	1
ITD321091004	Systems Architect	1
ITD321091003	Systems Architect	1
ITD321091002	Systems Architect	1
ITD321091001	Systems Architect	1

Total for Department:	ITD Information Technology Department	58*
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*7 positions will be eliminated after promotion process has been completed

Position Code	Position Title	Allocated FTE
PAC181645001	Department Public Information Officer	1
PAC181659001	Deputy City Manager	1
CMO143451001	Government Relations Administrator	1
PAC184517002	Marketing and Communication Analyst I/II	1
PAC184517001	Marketing and Communication Analyst I/II	1
PAC185565001	Public Information Officer	1
PAC188426001	Video and Multimedia Technician	1

Total for Department:	PAC Public Affairs and Communications	7
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Position Code	Position Title	Allocated FTE
POL440071001	Administrative Assistant	1
POL440100003	Animal Control Officer	1
POL440100002	Animal Control Officer	1
POL440100001	Animal Control Officer	1
POL440110001	Animal Control Supervisor	1
POL441430004	Communications Supervisor	1
POL441430003	Communications Supervisor	1

POL441430002	Communications Supervisor	1
POL441430001	Communications Supervisor	1
POL441380010	Community Services Officer I/II	1
POL441380009	Community Services Officer I/II	1
POL441380008	Community Services Officer I/II	1
POL441380007	Community Services Officer I/II	1
POL441380006	Community Services Officer I/II	1
POL441380005	Community Services Officer I/II	1
POL441380004	Community Services Officer I/II	1
POL441380003	Community Services Officer I/II	1
POL441380002	Community Services Officer I/II	1
POL441380001	Community Services Officer I/II	1
POL441475002	Crime Analyst	1
POL441475001	Crime Analyst	1
POL441645001	Department Public Information Officer	1
POL441700021	Dispatcher I/II	1
POL441700020	Dispatcher I/II	1
POL441700019	Dispatcher I/II	1
POL441700018	Dispatcher I/II	1
POL441700017	Dispatcher I/II	1
POL441700016	Dispatcher I/II	1
POL441700015	Dispatcher I/II	1
POL441700014	Dispatcher I/II	1
POL441700013	Dispatcher I/II	1
POL441700012	Dispatcher I/II	1
POL441700011	Dispatcher I/II	1
POL441700010	Dispatcher I/II	1
POL441700009	Dispatcher I/II	1
POL441700008	Dispatcher I/II	1
POL441700007	Dispatcher I/II	1
POL441700006	Dispatcher I/II	1
POL441700005	Dispatcher I/II	1
POL441700004	Dispatcher I/II	1
POL441700003	Dispatcher I/II	1
POL441700002	Dispatcher I/II	1
POL441700001	Dispatcher I/II	1
POL440050001	Management Analyst I/II	1
POL445400003	Police Captain	1
POL445400002	Police Captain	1
POL445400001	Police Captain	1
POL445410001	Police Chief	1
POL445420007	Police Lieutenant	1
POL445420006	Police Lieutenant	1
POL445420005	Police Lieutenant	1
POL445420004	Police Lieutenant	1
POL445420003	Police Lieutenant	1
POL445420002	Police Lieutenant	1
POL445420001	Police Lieutenant	1
POL445430125	Police Officer/Police Trainee	1
POL445430124	Police Officer/Police Trainee	1
POL445430123	Police Officer/Police Trainee	1
POL445430122	Police Officer/Police Trainee	1

[illegible]

[illegible]

POL445430017	Police Officer/Police Trainee	1
POL445430016	Police Officer/Police Trainee	1
POL445430015	Police Officer/Police Trainee	1
POL445430014	Police Officer/Police Trainee	1
POL445430013	Police Officer/Police Trainee	1
POL445430012	Police Officer/Police Trainee	1
POL445430011	Police Officer/Police Trainee	1
POL445430010	Police Officer/Police Trainee	1
POL445430009	Police Officer/Police Trainee	1
POL445430008	Police Officer/Police Trainee	1
POL445430007	Police Officer/Police Trainee	1
POL445430006	Police Officer/Police Trainee	1
POL445430005	Police Officer/Police Trainee	1
POL445430004	Police Officer/Police Trainee	1
POL445430003	Police Officer/Police Trainee	1
POL445430002	Police Officer/Police Trainee	1
POL445430001	Police Officer/Police Trainee	1
POL445429001	Police Property and Evidence Supervisor	1
POL441094004	Police Property and Evidence Technician I/II	1
POL441094003	Police Property and Evidence Technician I/II	1
POL441094002	Police Property and Evidence Technician I/II	1
POL441094001	Police Property and Evidence Technician I/II	1
POL445440011	Police Records Clerk I/II	1
POL445440010	Police Records Clerk I/II	1
POL445440009	Police Records Clerk I/II	1
POL445440008	Police Records Clerk I/II	1
POL445440007	Police Records Clerk I/II	1
POL445440006	Police Records Clerk I/II	1
POL445440005	Police Records Clerk I/II	1
POL445440004	Police Records Clerk I/II	1
POL445440003	Police Records Clerk I/II	1
POL445440002	Police Records Clerk I/II	1
POL445440001	Police Records Clerk I/II	1
POL445494004	Police Scene Technician I/II	1
POL445494003	Police Scene Technician I/II	1
POL445494002	Police Scene Technician I/II	1
POL445494001	Police Scene Technician I/II	1
POL445470017	Police Sergeant	1
POL445470016	Police Sergeant	1
POL445470015	Police Sergeant	1
POL445470014	Police Sergeant	1
POL445470013	Police Sergeant	1
POL445470012	Police Sergeant	1
POL445470011	Police Sergeant	1
POL445470010	Police Sergeant	1
POL445470009	Police Sergeant	1
POL445470008	Police Sergeant	1
POL445470007	Police Sergeant	1
POL445470006	Police Sergeant	1
POL445470005	Police Sergeant	1
POL445470004	Police Sergeant	1
POL445470003	Police Sergeant	1

POL445470002	Police Sergeant	1
POL445470001	Police Sergeant	1
POL445489002	Police Services Administrator	1
POL445489001	Police Services Administrator	1
POL441039001	Police Social Services Practitioner	1
POL445657001	Public Safety Program Coordinator	1
POL445748002	Records Supervisor	1
POL445748001	Records Supervisor	1
POL441092001	Senior Police Records Clerk	1

Total for Department:	POL Police Department	224*
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*1 position will be eliminated after promotion process has been completed

Position Code	Position Title	Allocated FTE
PRL580071001	Administrative Assistant	1
PRL580084008	Administrative Technician	1
PRL580084007	Administrative Technician	1
PRL580084006	Administrative Technician	1
PRL580084005	Administrative Technician	1
PRL580084004	Administrative Technician	1
PRL580084003	Administrative Technician	1
PRL580084002	Administrative Technician	1
PRL580084001	Administrative Technician	1
PRL588302001	Aquatics Maintenance Technician	1
PRL588300001	Arborist Technician	1
PRL581225010	Child Care Site Coordinator	1
PRL581225009	Child Care Site Coordinator	1
PRL581225008	Child Care Site Coordinator	1
PRL581225007	Child Care Site Coordinator	1
PRL581225006	Child Care Site Coordinator	1
PRL581225005	Child Care Site Coordinator	1
PRL581225004	Child Care Site Coordinator	1
PRL581225003	Child Care Site Coordinator	1
PRL581225002	Child Care Site Coordinator	1
PRL581225001	Child Care Site Coordinator	1
PRL581645002	Department Public Information Officer	1
PRL585075001	Irrigation Technician	1
PRL585075002	Irrigation Technician	1
PRL584152007	Librarian I/II	0.5
PRL584152005	Librarian I/II	1
PRL584152004	Librarian I/II	1
PRL584152003	Librarian I/II	1
PRL584152002	Librarian I/II	1
PRL584152001	Librarian I/II	1
PRL584210005	Library Assistant I/II	1
PRL584210003	Library Assistant I/II	1
PRL584210002	Library Assistant I/II	1
PRL584210001	Library Assistant I/II	1
PRL584250003	Library Technician	1
PRL584250002	Library Technician	1
PRL584250001	Library Technician	1

PRL580050002	Management Analyst I/II	1
PRL580050001	Management Analyst I/II	1
PRL584517001	Marketing and Communication Analyst I/II	1
PRL589545001	Natural Resources Specialist I/II	1
PRL584872003	Natural Resources Worker I/II	1
PRL584872002	Natural Resources Worker I/II	1
PRL584872001	Natural Resources Worker I/II	1
PRL584957009	Office Assistant I/II	1
PRL584957006	Office Assistant I/II	1
PRL584957003	Office Assistant I/II	1
PRL584957002	Office Assistant I/II	1
PRL585022002	Park Development Project Manager I/II	1
PRL585022001	Park Development Project Manager I/II	1
PRL585080023	Parks Maintenance Worker I/II	1
PRL585080022	Parks Maintenance Worker I/II	1
PRL585080021	Parks Maintenance Worker I/II	1
PRL585080020	Parks Maintenance Worker I/II	1
PRL585080019	Parks Maintenance Worker I/II	1
PRL585080018	Parks Maintenance Worker I/II	1
PRL585080017	Parks Maintenance Worker I/II	1
PRL585080016	Parks Maintenance Worker I/II	1
PRL585080015	Parks Maintenance Worker I/II	1
PRL585080014	Parks Maintenance Worker I/II	1
PRL585080013	Parks Maintenance Worker I/II	1
PRL585080012	Parks Maintenance Worker I/II	1
PRL585080011	Parks Maintenance Worker I/II	1
PRL585080010	Parks Maintenance Worker I/II	1
PRL585080009	Parks Maintenance Worker I/II	1
PRL585080008	Parks Maintenance Worker I/II	1
PRL585080007	Parks Maintenance Worker I/II	1
PRL585080006	Parks Maintenance Worker I/II	1
PRL585080004	Parks Maintenance Worker I/II	1
PRL585080003	Parks Maintenance Worker I/II	1
PRL585080002	Parks Maintenance Worker I/II	1
PRL585080001	Parks Maintenance Worker I/II	1
PRL585024001	Parks Planning and Development Superintendent	1
PRL581278006	Parks Project Technician	1
PRL581278005	Parks Project Technician	1
PRL581278004	Parks Project Technician	1
PRL581278003	Parks Project Technician	1
PRL581278002	Parks Project Technician	1
PRL581278001	Parks Project Technician	1
PRL589543011	Parks Recreation and Libraries Coordinator I/II	1
PRL589543010	Parks Recreation and Libraries Coordinator I/II	1
PRL589543009	Parks Recreation and Libraries Coordinator I/II	1
PRL589543007	Parks Recreation and Libraries Coordinator I/II	1
PRL589543006	Parks Recreation and Libraries Coordinator I/II	1
PRL589543005	Parks Recreation and Libraries Coordinator I/II	1
PRL589543004	Parks Recreation and Libraries Coordinator I/II	1
PRL589543003	Parks Recreation and Libraries Coordinator I/II	1
PRL589543002	Parks Recreation and Libraries Coordinator I/II	1
PRL589543001	Parks Recreation and Libraries Coordinator I/II	1

PRL589543008	Parks Recreation and Libraries Coordinator I/II	1
PRL585082001	Parks Recreation and Libraries Director	1
PRL589547003	Parks Recreation and Libraries Manager	1
PRL589547002	Parks Recreation and Libraries Manager	1
PRL589547001	Parks Recreation and Libraries Manager	1
PRL589546005	Parks Recreation and Libraries Superintendent	1
PRL589546004	Parks Recreation and Libraries Superintendent	1
PRL589546003	Parks Recreation and Libraries Superintendent	1
PRL589546002	Parks Recreation and Libraries Superintendent	1
PRL589546001	Parks Recreation and Libraries Superintendent	1
PRL585069004	Parks Supervisor	1
PRL585069003	Parks Supervisor	1
PRL585069002	Parks Supervisor	1
PRL585069001	Parks Supervisor	1
PRL588304006	Recreation Leader	1
PRL588304005	Recreation Leader	1
PRL588304004	Recreation Leader	1
PRL588304003	Recreation Leader	1
PRL588304002	Recreation Leader	1
PRL588304001	Recreation Leader	1
PRL589544009	Recreation and Library Supervisor	1
PRL589544008	Recreation and Library Supervisor	1
PRL589544007	Recreation and Library Supervisor	1
PRL589544006	Recreation and Library Supervisor	1
PRL589544005	Recreation and Library Supervisor	1
PRL589544004	Recreation and Library Supervisor	1
PRL589544003	Recreation and Library Supervisor	1
PRL589544002	Recreation and Library Supervisor	1
PRL589544001	Recreation and Library Supervisor	1
PRL583733001	Senior Interpretive Services Specialist	1
PRL587154001	Senior Natural Resources Worker	1
PRL587192006	Senior Parks Maintenance Worker	1
PRL587192005	Senior Parks Maintenance Worker	1
PRL587192004	Senior Parks Maintenance Worker	1
PRL587192003	Senior Parks Maintenance Worker	1
PRL587192002	Senior Parks Maintenance Worker	1
PRL587201001	Senior Tree Trimmer	1
PRL581504002	Tree Trimmer I/II	1
PRL581504001	Tree Trimmer I/II	1
PRL588762001	Urban Forester	1
PRL581641004	Youth Development Program Coordinator	1
PRL581641003	Youth Development Program Coordinator	1
PRL581641002	Youth Development Program Coordinator	1
PRL581641001	Youth Development Program Coordinator	1

Total for Department:	PRL Parks Recreation and Libraries	132.5
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Position Code	Position Title	Allocated FTE
PWD620071001	Administrative Assistant	1
PWD620084006	Administrative Technician	0.75

PWD620084005	Administrative Technician	1
PWD620084004	Administrative Technician	1
PWD620084003	Administrative Technician	1
PWD620084002	Administrative Technician	1
PWD620084001	Administrative Technician	1
PWD620088003	Alternative Transportation Analyst I/II	0.75
PWD620088001	Alternative Transportation Analyst I/II	1
PWD620090001	Alternative Transportation Manager	1
PWD621005011	Associate (PE)/Assistant/Junior Engineer	1
PWD621005010	Associate (PE)/Assistant/Junior Engineer	1
PWD621005009	Associate (PE)/Assistant/Junior Engineer	1
PWD621005008	Associate (PE)/Assistant/Junior Engineer	1
PWD621005007	Associate (PE)/Assistant/Junior Engineer	1
PWD621005006	Associate (PE)/Assistant/Junior Engineer	1
PWD621005005	Associate (PE)/Assistant/Junior Engineer	1
PWD621005004	Associate (PE)/Assistant/Junior Engineer	1
PWD621005003	Associate (PE)/Assistant/Junior Engineer	1
PWD621005002	Associate (PE)/Assistant/Junior Engineer	1
PWD621005001	Associate (PE)/Assistant/Junior Engineer	1
PWD621032006	Building Maintenance Worker I/II	1
PWD621032005	Building Maintenance Worker I/II	1
PWD621032004	Building Maintenance Worker I/II	1
PWD621032003	Building Maintenance Worker I/II	1
PWD621032002	Building Maintenance Worker I/II	1
PWD621032001	Building Maintenance Worker I/II	1
PWD621401001	Community Relations Analyst	1
PWD621485005	Custodian	1
PWD621485004	Custodian	1
PWD621485003	Custodian	1
PWD621485002	Custodian	1
PWD621485001	Custodian	1
PWD621025001	Custodian Supervisor	1
PWD622385004	Electronics Technician I/II	1
PWD622385003	Electronics Technician I/II	1
PWD622385002	Electronics Technician I/II	1
PWD622385001	Electronics Technician I/II	1
PWD621277001	Engineering Manager	1
PWD621350001	Engineering Technician I/II	1
PWD622560004	Equipment Serviceworker	1
PWD622560003	Equipment Serviceworker	1
PWD622560002	Equipment Serviceworker	1
PWD622560001	Equipment Serviceworker	1
PWD624321001	Facilities Supervisor	1
PWD623319001	Fleet Management Technician	1
PWD622565001	Fleet Services Supervisor	1
PWD622214001	GIS Technician I/II	1
PWD620050002	Management Analyst I/II	1
PWD620050001	Management Analyst I/II	1
PWD624501010	Mechanic I/II	1
PWD624501009	Mechanic I/II	1
PWD624501008	Mechanic I/II	1
PWD624501007	Mechanic I/II	1

PWD624501006	Mechanic I/II	1
PWD624501005	Mechanic I/II	1
PWD624501004	Mechanic I/II	1
PWD624501003	Mechanic I/II	1
PWD624501002	Mechanic I/II	1
PWD624501001	Mechanic I/II	1
PWD624957007	Office Assistant I/II	0.5
PWD624957006	Office Assistant I/II	1
PWD624957005	Office Assistant I/II	1
PWD624957004	Office Assistant I/II	1
PWD624957003	Office Assistant I/II	1
PWD624957002	Office Assistant I/II	1
PWD624957001	Office Assistant I/II	1
PWD625519001	Preventative Maintenance Supervisor	1
PWD625560003	Project Coordinator	1
PWD625560002	Project Coordinator	1
PWD625560001	Project Coordinator	1
PWD621069001	Project Supervisor	1
PWD625635001	Public Works Director	1
PWD621087002	Public Works Manager	1
PWD621087001	Public Works Manager	1
PWD627119001	Senior Building Maintenance Worker	1
PWD627170001	Senior Electronic Technician	1
PWD627142003	Senior Engineer	1
PWD627142002	Senior Engineer	1
PWD627142001	Senior Engineer	1
PWD627189002	Senior Mechanic	1
PWD627189001	Senior Mechanic	1
PWD627187006	Senior Street Maintenance Worker	1
PWD627187005	Senior Street Maintenance Worker	1
PWD627187004	Senior Street Maintenance Worker	1
PWD627187003	Senior Street Maintenance Worker	1
PWD627187002	Senior Street Maintenance Worker	1
PWD627187001	Senior Street Maintenance Worker	1
PWD621073001	Street Maintenance Manager	1
PWD627522003	Street Maintenance Supervisor	1
PWD627522002	Street Maintenance Supervisor	1
PWD627522001	Street Maintenance Supervisor	1
PWD627530019	Street Maintenance Worker I/II	1
PWD627530018	Street Maintenance Worker I/II	1
PWD627530017	Street Maintenance Worker I/II	1
PWD627530016	Street Maintenance Worker I/II	1
PWD627530015	Street Maintenance Worker I/II	1
PWD627530014	Street Maintenance Worker I/II	1
PWD627530013	Street Maintenance Worker I/II	1
PWD627530012	Street Maintenance Worker I/II	1
PWD627530011	Street Maintenance Worker I/II	1
PWD627530010	Street Maintenance Worker I/II	1
PWD627530009	Street Maintenance Worker I/II	1
PWD627530008	Street Maintenance Worker I/II	1
PWD627530007	Street Maintenance Worker I/II	1
PWD627530006	Street Maintenance Worker I/II	1

PWD627530005	Street Maintenance Worker I/II	1
PWD627530004	Street Maintenance Worker I/II	1
PWD627530003	Street Maintenance Worker I/II	1
PWD627530002	Street Maintenance Worker I/II	1
PWD627530001	Street Maintenance Worker I/II	1
PWD627540005	Street Sweeper Operator	1
PWD627540004	Street Sweeper Operator	1
PWD627540003	Street Sweeper Operator	1
PWD627540002	Street Sweeper Operator	1
PWD627540001	Street Sweeper Operator	1
PWD622376003	Traffic Signal Maintenance Worker I/II	1
PWD622376002	Traffic Signal Maintenance Worker I/II	1
PWD622376001	Traffic Signal Maintenance Worker I/II	1
PWD621059001	Transit Operations Analyst I/II	1
PWD621052001	Transportation Grants Analyst	1
PWD628938001	Vehicle Maintenance Parts Buyer	1
PWD628940001	Vehicle Maintenance Servicewriter	1
PWD628952001	Warehouse Worker I/II	1

Total for Department:	PWD Public Works	123
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Total for All Departments	Allocated FTE
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1320.975*

*8 positions will be eliminated after promotion process has been completed



COUNCIL COMMUNICATION

CC #: 2321

File #: 0113-02 & 0709

Title: Community Development Block Grant 2021 Consolidated Annual Performance and Evaluation Report
Contact: Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us

Meeting Date: 9/21/2022

Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Receive public comment on the City of Roseville 2021 Consolidated Annual Performance and Evaluation Report (CAPER); and
2. Adopt a resolution approving the 2021 Program Year CAPER, and authorize the City Manager to execute necessary documents and certifications on behalf of the City of Roseville for submittal to the U.S. Department of Housing & Urban Development.

BACKGROUND

As an entitlement jurisdiction for Community Development Block Grant (CDBG) funds, the City is required to annually review and report on the progress it has made in carrying out its Annual Action Plan and progress toward the goals identified in the 2020–2025 Consolidated Plan/Five-Year Strategic Plan.

Over the last year, the Housing Division has assisted 1,512 low-income persons, and 6 low-income households through the use of CDBG and other housing and community development funds. During fiscal year 2021-2022, \$2,075,891 from federal, state, and local funding sources was expended on blight removal, housing rehabilitation, public services, affordable housing, and homeless shelter and prevention services. In this same time period, the Housing Authority's Housing Choice Voucher Program (federal rental assistance program) assisted 712 households with \$6,037,382 million in rental subsidies.

During the 2021 Program Year, HUD-allocated CDBG funds have benefited lower-income households in Roseville through housing rehabilitation, public services, and homeless shelter and prevention services. These funds also provide funding for Housing Division administrative expenses to manage these programs. The City also received two allocations of CDBG-CV funding, which is funding specifically to be used to prevent, prepare for and respond to the coronavirus. The Consolidated Annual Performance and Evaluation Report (CAPER) is a

requirement of CDBG funding and must be submitted to HUD within 90 days after completion of the CDBG program year, which is September 30, 2022.

The table below lists the individual activities funded by CDBG exclusively, including the amount expended and number of households assisted during Fiscal Year 2021-22.

ACTIVITY	Fiscal Year Expenditures	Persons/ Households Assisted
Housing Rehabilitation Program	249,601.73	6
Main Street Plaza Apts - Labor Compliance Monitoring Consultant	21,555.00	
Subtotal Housing	271,156.73	6
AMI Housing - Housing Supportive Services	15,000.00	15
Kids First - Family Mental Wellness	14,649.03	38
Seniors First - Meals on Wheels	15,000.00	90
Saint Vincent de Paul Society - BAGS Food Home Delivery Program	15,000.00	300
Stand Up Placer, Inc. - Roseville Victims Services Programs	15,000.00	511
The Gathering Inn - Emergency Overnight Homeless Shelter	15,000.00	524
The Gathering Inn - Mental Health Clinician	15,000.00	34
Subtotal Public Services (15% cap)	104,649.03	1,512
Program Administration	129,210.23	
<i>= 17% of annual award and program income</i>		
Subtotal Administration (20% cap)	129,210.23	
GRAND TOTAL	\$ 505,015.99	1,518
	-	-
Balance of Prior Year Awards	217,612.75	
2021-22 Annual Award	747,577.00	
2021-22 Program Income Received	143,085.00	

This table lists the activities funded by the CDBG-CV allocations which have expended funds during Fiscal Year 2021-22.

ACTIVITY	Fiscal Year Expenditures	Persons/ Households Assisted
Project Sentinel - Fair Housing Services	31,904.27	64
CV AMI Housing	49,495.60	24
CV Placer County Office of Education	40,593.30	58
Small Business Loan Program	215,155.00	245
Subtotal CV Programs	337,148.17	391
CV1 - Admin	1,845.00	
CV3 - Admin	13,361.32	
Subtotal Administration	15,206.32	
GRAND TOTAL	\$ 352,354.49	391
CDBG-CV1 and CV3 Awards	1,213,133.00	

The full CAPER document is provided with this report (see Attachment 1), and includes the following:

- progress information towards completion of the City's Five-Year Strategic Plan goals;
- a description of the resources made available towards goals;
- information regarding the investment of available resources;
- an overview of the geographic distribution and location of investments;
- a tally of the number of households and persons assisted;
- a list of actions taken to Affirmatively Further Fair Housing;
- an evaluation of the City's progress in meeting affordable housing objectives;
- a description of the activities undertaken with CDBG funds; and
- a summary of progress on other actions indicated in the Five-Year Strategic Plan and Annual Action Plan.

The CAPER is available for public review during a 15-day public comment period that began on Friday, September 2, 2022 and ends at the conclusion of this public hearing on September 21, 2022, prior to the submission deadline of September 30, 2022. Any public comments received will be included in the CAPER, with City responses, prior to its submittal to HUD for review. To date, no comments have been received.

FISCAL IMPACT

CDBG funds are a federal entitlement grant provided annually to the City of Roseville. These funds are used to offset potential costs to the General Fund and to serve the community. This item does not impact the City's General Fund.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The approval of the 2021 CDBG CAPER meets the above criteria and is not subject to CEQA. No additional environmental review is required.

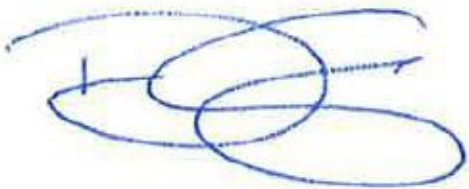
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Kristine Faelz, Housing Analyst

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-370

Draft 2021 CAPER

RESOLUTION NO. 22-370

APPROVING THE 2021 CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT (CAPER) AND AUTHORIZING THE
CITY MANAGER OR HIS DESIGNEE TO SUBMIT THE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2021 CAPER TO THE
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD)

WHEREAS, the 2021 Consolidated Annual Performance and Evaluation Report (CAPER) has been prepared; and

WHEREAS, a 15 day review and comment period was provided; and

WHEREAS, a public hearing was held September 21, 2022 at which time the City Council received further public comment on the City's progress in carrying out its strategic plan and action plan;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the 2021 Consolidated Annual Performance and Evaluation Report is hereby approved;

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to submit the Community Development Block Grant 2021 Consolidated Annual Performance and Evaluation Report to the U.S. Department of Housing & Urban Development.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____ 2022, by the following vote on roll call:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CONSOLIDATED ANNUAL PERFORMANCE PLAN**

2021 CAPER



**ECONOMIC DEVELOPMENT DEPARTMENT - HOUSING DIVISION
316 VERNON STREET STE. 150
ROSEVILLE, CA 95678**

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The 2021 Consolidated Annual Performance and Evaluation Report (CAPER) constitutes the reporting period from July 1, 2021 to June 30, 2022, the second year of the five-year 2020-2025 Consolidated Planning period. The City of Roseville received an entitlement allocation of \$747,577 in Community Development Block Grant (CDBG) funds for the 2021 Program Year (PY). The City also received \$143,085 in program income, carried over \$217,612.75, for a total program budget of \$1,108,274.75. The City expended \$505,015.99 leaving a balance of \$603,258.76.

Over the last year, the Housing Division has assisted 1,512 low income persons, and 6 low income households through the use of CDBG and other housing and community development funds. During fiscal year 2021-2022, \$2,075,891 from federal, state, and local funding sources was spent for blight removal, housing rehabilitation, public services, affordable housing, and homeless shelter and prevention services.

Also in the last year, the Housing Authority's Housing Choice Voucher Program (federal rental assistance program) assisted 712 households with \$6,037,382 million in rental subsidies. This includes regular, NED, VASH, Mainstream, Emergency Housing and Project-Based vouchers.

CDBG has benefitted lower income households in Roseville through blight removal, housing rehabilitation, public facilities, parks, public services, and homeless shelter and prevention services. These funds also provide funding for Housing Division administrative expenses to manage these programs.

The City uses other Federal, State and local resources (when available), including Housing Choice Voucher Rental Assistance Contracts, State-administered HOME funds, and local developer contributions to address housing and community development priority needs identified in the Consolidated Plan.

The CAPER identifies the programs and activities the City undertook during the 2021 PY to meet underserved needs identified in the Consolidated Plan. In addition, the CAPER discusses the actions the City took to address: lead-based paint hazards; barriers to affordable housing; the needs of households at or below the poverty level; and access to fair housing information.

CDBG-CV:

On March 27, 2020 the Coronavirus Aid, Relief and Economic Security Act (CARES Act) was enacted to provide emergency assistance and health

care response for individuals, families, and businesses affected by the COVID-19 pandemic. On April 2, 2020, HUD announced that the City would receive \$417,412 of CARES Act CDBG funds, known as CDBG-CV1; on September 11, 2020, the City received notification that it would receive \$795,721 of Round 3 of the CARES Act CDBG funds (CDBG-CV3). These funds must be used to prevent, prepare for and respond to COVID-19.

A total of three substantial amendments were submitted to the 2019 Annual Action Plan to allocate the CV funds. Programs implemented with Round 1 of CV funding (CDBG-CV1) included the Small Business Loan program and The Gathering Inn Shelter-in-Place program. The Shelter-in-Place program was completed and reported on in the 2020 CAPER, while the Small Business Loan program continued into the 2021 program year. The City subsequently issued a second NOFA for the CV3 funds. In order for the City to reassess COVID related needs down the road, the second amendment to the plan only disbursed a portion of the third round of CV funding. Proposals were received from several organizations for programs to prevent, prepare for and respond to COVID, including AMI Housing's Emergency Rental Assistance program, Placer County Office of Education's After-School Care for Homeless Students program, funding towards Project Roomkey (completed and reported on in 2020 CAPER), and Project Sentinel's Fair Housing Services program. Lastly, a third NOFA was released followed by a third amendment to the plan, which finalized the programs to be funded with the CV funds. There continues to be a need for emergency rental assistance which will provide funding for rent and back rent and thus prevent homelessness, while also providing families with stability. Therefore, additional funding for AMI Housing's Emergency Rental Assistance program was awarded, as well as funds for KidsFirst's Rent/Mortgage and Utility Assistance program.

The CDBG-CV Small Business Loan program assisted 23 small business with loans to address the coronavirus, through the support of employee retention and reduction of job loss due to the pandemic. The program was completed in the 2021 program year. Beneficiaries related to CV funding included the following:

- 1. Aesthetics by Dr. Lee, \$20,000 loan: retained jobs for three employees.
- 2. Big Spoon at the Fountains, \$40,000 loan: retained employment for five workers and provided new jobs for four workers.
- 3. Capital City Solar Electric, \$40,000 loan: retained jobs for 12 employees.
- 4. Daphne's Greek Roseville, \$20,000 loan: retained jobs for six employees.
- 5. **Enhanced Dental Concepts, \$20,000 loan: a total of 7 FTE jobs created/retained. *reported in 2020 CAPER*
- 6. Fig Tree Coffee, \$20,000 loan: retained jobs for eight employees.
- 7. Fitness MD, \$40,000 loan: retained jobs for five full time and 10 part time employees.
- 8. Flour Dust Pizza Co, \$20,000 loan: retained jobs for 10 employees.
- 9. Lux Beauty Lounge, \$40,000 loan: retained two full time and four part time employees.
- 10. Milestone Physical Therapy, \$20,000 loan: the business survived closure during the COVID pandemic and the City is working to close out the loan.
- 11. Miravdi Construction, \$40,000 loan: Microenterprise loan to Miravdi Construction resulted in retention of two full time jobs and

creation of two full time jobs.

- 12. Porters House of Draft, \$30,000 loan: retained jobs for eight employees.
- 13. Pour Group – Owl Club, \$20,000 loan: retained jobs for nine employees.
- 14. Pour Life – The Union, \$20,000 loan: retained jobs for 15 employees.
- 15. Protop Nails, \$40,000 loan: retention of two full time and four part time jobs.
- 16. Randy Peters Catering, \$20,000 loan: retained jobs for 24 employees and created jobs for 10 new employees.
- 17. Rockin Jump Trampoline Park, \$40,000 loan: retained jobs for nine employees and created new jobs for 21 employees.
- 18. Roller King, \$40,000 loan: initial five jobs (three FTE) were retained and an additional 16 new hires created.
- 19. Smallcakes Cupcakery, \$20,000 loan: retention of 3 full time positions.
- 20. Susie’s Country Oaks Café, \$20,000 loan: retained jobs for 15 employees.
- 21. The Monk’s Cellar, \$20,000 loan: retained eight full time and nine part time employees.
- 22. Togo’s and Baskin Robbins, \$20,000 loan: retained jobs for nine employees.
- 23. Wacky Tacky, \$40,000 loan: retained jobs for two employees and created new jobs for five employees.

As of July of 2022, the CDBG-CV grant award has been fully allocated. Four projects awarded CV funds are still underway; as such, these projects will be reported on in a subsequent CAPER when funds have been utilized and accomplishments are able to be reported upon. More details regarding the projects still underway include:

- AMI Housing COVID Homeless Prevention Assistance program - \$250,000 originally awarded, \$49,495 expended. An additional \$200,000 awarded in July of 2022. \$400,504.40 will be spent in PY2022/23.
 - o Spending for this program was delayed as the subrecipient received ESG-CV funding through the State as well, with an urgent spending deadline of June 30, 2021. Since the ESG-CV funds were forced to take precedence, thus far, AMI Housing was only able to spend \$49,495 of the \$250,000 in CDBG-CV funds awarded to them. Being that the emergency rental assistance programs have been in extremely high demand, the City opted to award additional funding towards this program in order to continue to assist households affected by the COVID-19 pandemic. Therefore, when AMI Housing applied for additional funding for the program through the third NOFA, the City accepted the proposal and opted to continue the program through June 30, 2023.
- Placer County Office of Education’s After-School Care for Homeless Students program - \$50,000 awarded, \$40,593 expended; \$9,407 will be spent in PY2022/23
 - o District staff relayed that students who fall under the McKinney Vento Act (homeless or in Foster Care) require several services due to COVID-19. These services include the provision of safe, free, and consistent childcare where COVID precautions are being taken, while also supporting families who have been impacted by COVID with navigating social services and assisting with accessing permanent housing.

- Project Sentinel, Fair Housing Services - \$50,000 awarded, \$31,904.27 expended in current program year; remaining \$16,208 will be spent in PY2022/23
 - o The Fair Housing Services provider will assist Roseville residents with comprehensive fair housing services including investigation, counseling and legal referrals for victims of housing discrimination, along with community education and outreach regarding fair housing law and practices. The housing counseling agency will play a role in reducing and preventing evictions by providing Roseville residents with information on tenant rights and fair housing issues.
- KidsFirst Rent/Mortgage and Utility Assistance program - \$50,000 awarded in July of 2022, will be spent in PY2022/23
 - o The KidsFirst's Rental/Mortgage and Utility Assistance Program will provide emergency housing/shelter and utility supports for clients affected by COVID-19 impacts, such as job loss and employment reduction. The goal of this program is to keep clients in their homes and keep utilities on. Program goals also include providing emergency housing/shelter (hotel vouchers) for clients needing a temporary place to stay.

Eighty percent (\$970,506) of the awards received for CDBG-CV1 and CDBG-CV3 must be expended within three years of receipt (August 24, 2023). At this time, the City has allocated all funds, expended \$710,534 in CV funds, and anticipates to be on track to meet this goal.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Addressing Homelessness	Homeless	CDBG: \$30,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	761	0	125	49	39.2%
Addressing Homelessness	Homeless	CDBG: \$15,000	Homeless Person Overnight Shelter	Persons Assisted	1500	881	58.73%	360	524	69%

Addressing Homelessness	Homeless		Overnight/Emergency Shelter/Transitional Housing Beds added	Household Housing Unit	20	0	0%			
Addressing Homelessness	Homeless		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	12	0			
Addressing Homelessness	Homeless		Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	5	0	0			
Addressing Homelessness	Homeless		Homelessness Prevention	Persons Assisted	50	0	0			
Addressing Homelessness	Homeless		Housing for Homeless added	Household Housing Unit	20	0	0			
Development of Affordable Rental Housing	Affordable Housing		Rental units constructed	Household Housing Unit	50	0	0			

Rehabilitation of Affordable Rental Housing	Affordable Housing		Rental units rehabilitated	Household Housing Unit	50	1	2%			
Rehabilitation of Affordable Rental Housing	Affordable Housing		Housing for Homeless added	Household Housing Unit	0	1	0			
Provision of Services for Low-Income Persons	Non-Homeless Special Needs		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	20	0	0			
Provision of Services for Low-Income Persons	Non-Homeless Special Needs	CDBG: \$59,649.03	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4000	2042	51.05%	835	939	112.46%
Provision of Services for Low-Income Persons	Non-Homeless Special Needs		Homelessness Prevention	Persons Assisted	50	0	0%			
Provide Fair Housing Services			Public service activities for Low/Moderate Income Housing Benefit	Persons Assisted	0	0	0			
Provide Fair Housing Services			Other	40	0	0				

Public Facilities and Improvements	Non-Housing Community Development	CDBG: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4720	0	0%	2200	0	0%
Rehabilitation of Owner-Occupied Housing	Affordable Housing	CDBG: \$249,601.73	Homeowner Housing Rehabilitated	Household Housing Unit	20	9	45%	6	6	100.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Progress was not made towards meeting the public facilities and improvements goal for the program year due to circumstances which the cancellation of a planned project. The City had planned to fund a public facilities project in the 2021 PY at a local neighborhood park to complete accessibility and safety improvements to the recreational area. It was determined that due to environmental review regulations, CDBG funds were not eligible to be utilized towards the project as it is located in a flood zone and thus, the project was canceled.

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City was able to address priority needs in 2021-2022, while also addressing the coronavirus pandemic, which was a high priority need.

CDBG-CV: The CV specific objectives identified in the Action Plan included the goal of preventing, preparing for and responding to COVID-19. The City was able to address this goal through the execution of the Small Business Loan program, where assistance was provided to eligible businesses economically impacted by COVID-19. Other programs that addressed this priority need included: The Gathering Inn Shelter-in-Place program, the AMI Housing Emergency Rental Assistance program, the Placer County Office of Education After-school Care for Homeless Students program, the Placer County Project Roomkey program, and Project Sentinel's Fair Housing Services program. In the 2021-22 program year, 146 individuals received assistance through CDBG-CV public services programs. The Small Business Loan program assisted local business owners with the creation of 58 jobs, and 187 jobs retained.

The City improved six housing units using CDBG, addressing moderate to substantial rehabilitation needs. These housing units, occupied by low- income, elderly and disabled persons, will be safer and have the useful life of the major systems extended.

Public services and affordable housing activities were provided to 1,512 individuals. These services meet the basic needs of low-income households, including basic nutrition, and serve to both address and prevent chronic homelessness.

The City complied with all Federal Overlay requirements for all projects and activities undertaken during the 2021 Program Year.

During the 2021 PY the City:

- Continued to strengthen its relationships with private for-profit developers and non-profit housing providers to expand the availability of affordable housing and increase program efficiencies and outcomes.
- Continued to participate in the Governance Committee of the “Homeless Resource Council of the Sierras” (HRCS) for the Nevada-Placer Joint Applicant and led efforts for the Placer County Continuum of Care (CoC) in its planning process on ending homelessness and efforts to improve systems through its Built for Zero policy consortium membership. HRCS and the CoC are collaborative associations of service providers and governmental agencies who work together to strengthen the delivery system by integrating and coordinating housing, homeless assistance, and supportive services.
- Participated in the Point in Time Count for South Placer, including the City of Roseville. This was in coordination with the overall HRCS effort, to gain comprehensive information about Placer County homeless individuals and families.
- Continued to work with Project Sentinel to provide fair housing services to residents of Roseville.
- Provided essential services to high need populations including homeless, seniors, disabled persons, youth, and victims of human trafficking and domestic violence.
- Assisted 23 small businesses with loans to address the coronavirus, through the support of employee retention and reduction of job loss due to the pandemic.
- Provided funding for Roseville residents unable to pay their rent or utilities due to COVID related reasons, which helped prevent homelessness and potential evictions.
- Assisted homeless families through the provision of after-school care for students.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	1,241
Black or African American	124
Asian	66
American Indian or American Native	61
Native Hawaiian or Other Pacific Islander	22
Other multi-racial	4
Total	1,518
Hispanic	270
Not Hispanic	1,248

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Race and ethnicity data is collected from all subrecipients who receive CDBG funding and provide a direct service to low/moderate income persons. The numbers above represent the demographic breakdown of those served through CDBG Entitlement funds specifically.

The City allocated resources on a citywide basis. Resources targeted to the new construction of affordable housing were allocated on a citywide basis in accordance with the City's 10% Affordable Housing Goal and provide for disbursement of affordable housing throughout the City, rather than concentrated within low-income areas of the City.

Resources targeted to special needs populations were also allocated on a Citywide basis, where needs were identified and/or where resources could be coordinated with existing facilities and services. Activities such as infrastructure improvements are targeted to low-income neighborhoods with older infrastructure most in need of assistance.

The City assigned the priority for each category of priority needs based on the overall relative need, resources received, and policies established by the City. The City will continue to pursue all available Federal, State and local resources and look to all segments of the community to assist with meeting homeless, affordable housing and community development needs. The City's greatest obstacle to meeting underserved needs within the community continues to be lack of resources given budget reductions at the Federal, State and local levels.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	1,108,275	505,016
HUD-HCV (Section 8)	public - federal	7,229,688	6,912,612
HOME	State Department of Housing and Community Development	616,065	71,334
LOW MOD	City as Housing Successor	217,458	905,702
BEGIN	State Department of Housing and Community Development	68,565	0
CALHOME	State Department of Housing and Community Development	45,209	0
AFFORDABLE HOUSING	Resale and In Lieu Fees	395,735	241,485
HOUSING TRUST	Developer Subsidy Payoffs	2,791,568	3,836,709
CDBG-CV (1 and 3)	CDBG	1,213,133	352,355

Table 3 - Resources Made Available

Narrative

Roseville is an “exception grantee” under the CDBG rules that relate to the use of CDBG funds to benefit low-income areas. Rather than a residential area needing to be comprised of 51% or more low-income households to be considered low-income, areas that are within the upper quartile of low-income households are low-income areas for the purposes of CDBG funding.

Adjustments were made to the following lines of the PR-26:

- Line 18 in the amount of \$21,555;
- Line 20 in the amount of \$239,257.25;
- Line 40 in the amount of \$10,344.48.

Line 18 was adjusted to include the drawdowns related to activity 367. Additionally, as per HUD, in an email dated April 25, 2022, the recently updated PR-26 incorrectly excluded certain activity drawdowns on line 19 Disbursed for Other/Low/Mod Activities. Specifically, line 19 of the PR-26 excluded disbursements from some 14-series matrix code activities from the Low/Mod calculation. Therefore, the report undercounted the expenditures of activities benefiting low- and moderate-income persons. The City updated line 20 to fix this exclusion, and also updated line 40 to account for the admin charges related to 14H (Rehabilitation Administration).

CDBG-CV:

With the first round of CARES Act funding, Roseville initiated the Small Business Loan (SBL) program. Funding for the program was comprised of \$187,069 of unobligated prior program year funds, \$273,930 of CV funds, and \$169,001 of 2020 entitlement funds, for a total of \$630,000 originally allocated. In an effort to ensure that the businesses served under the SBL program received the maximum amount of support available, the City opted to increase funding towards the program by \$75,655, for a total of \$705,655 allocated for small business loans. Loans were provided to 23 struggling small businesses to support employee retention and reduce job loss due to the pandemic.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

Based on the 2011-2015 American Community Survey (ACS) data collected by HUD, the City's "upper quartile" for 2021 was 46.81%.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City has actively sought funding sources in addition to CDBG to leverage its resources. In addition to CDBG, these were some of the funds that were available for use during the Program Year: CalHome, HOME, Housing Choice Voucher Section 8 Rental Assistance, Redevelopment Low-Moderate Income Housing Funds, Local Housing Trust Funds and Affordable Housing Funds, Low-income Housing Tax Credits, Tax Exempt Bond financing, State Housing-Related Parks Program Funds, and local developer contributions.

The City does not receive an entitlement allocation of HOME funds. The City must compete annually in order to receive State-administered HOME funds. The City was awarded \$1M in 2014 from State HOME funds. This grant was completed in 2017 and the City only continues to administer program income.

The City of Roseville owns land at 120 Pacific Street that is proposed to be developed as an 80 unit affordable rental project known as Junction Crossing Apartments. Junction Crossing will provide studio and one bedroom apartments with rent affordable to low income households. Funding for this project included \$3.76 million Affordable Housing funds, and \$600,000 from the Low and Moderate Income Fund. The development is one of the City of Roseville's pre-design projects and will address the City's community development priorities as outlined in the Downtown Specific Plan, as well as local need for affordable housing that serves small 1-2 person households. This project is currently under construction.

In the 2021 program year, the City provided \$675,586 towards Homeless Prevention and Rapid Rehousing (HPRR) services. Of the \$675,586 made available, \$250,000 was former Redevelopment Low-Moderate Housing funds, while the remaining \$425,586 came from the Permanent Local Housing Allocation. These resources were awarded to five local collaborative non-profit grant applications and are providing funding to prevent homelessness (utility bills, healthcare costs, car repair, eviction prevention, etc.) or to help re-house a household (deposit, application, fees, etc.). HPRR funds also provide job search assistance and food assistance.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	25	0
Number of Non-Homeless households to be provided affordable housing units	6	6
Number of Special-Needs households to be provided affordable housing units	0	0
Total	31	6

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	25	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	6	6
Number of households supported through Acquisition of Existing Units	0	0
Total	31	30

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City met its goals for the rehabilitation of existing units through the Owner-Occupied Housing Rehabilitation program.

Through CDBG-CV funding, AMI Housing administers a rental assistance program, which was able to support 24 households in the 2021 program year. The rental assistance program will continue through the upcoming program year.

Discuss how these outcomes will impact future annual action plans.

The City does not expect outcomes for the Owner-Occupied Housing Rehabilitation Program to be impacted for future action plans. Goals are set based upon past funding history in order to meet the goals identified in the Five Year Consolidated Plan and Annual Action Plans.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual
Extremely Low-income	1
Low-income	5
Moderate-income	0
Total	6

Table 7 – Number of Households Served

Narrative Information

In October 2021, Roseville Housing Authority (RHA) accepted Requests for Proposals (RFPs) from property owners and developers for New Construction and Newly Rehabilitated housing units requesting Project Based Vouchers (PBVs). Approximately 75 PBVs were made available under the RFP. RHA's goal is to support a number of projects throughout the city in areas with low poverty concentration. Sixty PBVs in total were awarded to developers.

Through the HCV program, 19 homeless or in danger of being homeless households were provided affordable housing through EHV, (3 VASH-PBV, 10 VASH, 1 PBV, & 11 Mainstream). Seven hundred twelve (712) households in Roseville and Rocklin were supported through rental assistance.

The City of Roseville continued implementation of the City's 10% Affordable Housing Goal to increase the number of rental and purchase units affordable to very low, low and moderate-income households, and supported private development of affordable housing using Low-Income Housing Tax Credits, Tax Exempt Bond proceeds, Local Housing Trust Funds, and funds from the former Redevelopment Agency.

The housing market has recovered from the slowdown in housing production during the recent recession. Housing vacancy is between 2-3 percent in Roseville, decreasing the supply of affordable housing and increasing rents.

Affordable housing developers have been affected by reductions or eliminations of a variety of funding sources. The City is challenged to develop new affordable housing units given the reduction of resources to subsidize affordable housing production. This reality is further compounded by the impacts of a shrunk housing construction labor force, which leads to competition for labor with the Bay Area and higher overall building costs.

Extremely low-income and low-income renter households are assisted through local homeless prevention programs to provide housing stability. Housing Choice Vouchers and local affordable housing opportunities are also provided to extremely low-income and low-income renter households, through the federal government, local inclusionary requirements and tax credit projects.

Extremely low-income and low-income owner households are served through local homeless prevention programs as well. Energy efficiency programs are available through Project GO and Roseville Electric, and maintenance/habitability programming is available through the Roseville Owner Occupied

Rehabilitation Program.

Low-income homeowners are served through the City's first-time homebuyer assistance that was offered under HOME funding. They are also served through the Roseville Owner Occupied Rehabilitation Program and local inclusionary requirements that produce affordable ownership opportunities and local secondary mortgage loans.

Moderate-income renters are served through affordable housing opportunities under local inclusionary requirements and tax credit projects.

Middle-income renters are served through the local rental housing market.

Middle-income owners are served through the local inclusionary requirements that produce affordable ownership opportunities and local secondary mortgage loans.

Persons with Disabilities are served through reasonable accommodations in all of the city's programs. Additionally, persons with disabilities receive a preference under the City's Housing Choice Voucher program, and are assisted by the Roseville Owner Occupied Rehabilitation Program and local agencies, including: Project GO, Seniors First, Placer Independent Resource Services (PIRS), and Advocates for Mentally Ill Housing (AMIH).

Very Low Income Renters Overpaying (more than 50% of income towards rent) are served through the Housing Choice Voucher program, particularly through the Small Area Fair Market Rents that Roseville adopted in February 2018; this was adopted to update local payment standards to better align with rents by zip code. These households are also served by local homeless prevention funding from the City and Salvation Army to reduce potential risk of homelessness. The continued development of new affordable rental units and rental housing opportunities overall are also aimed at the goal of reducing incidents of overpayment within Roseville.

Homeless individuals are served through coordinated efforts of the Roseville Homeless Response Team within the Placer County Continuum of Care. In addition to homeless prevention and rapid rehousing funding that is provided by the City, Roseville Housing Authority received an additional 50 Emergency Housing Vouchers and 10 VASH Vouchers to address the needs of homeless individuals. Additional services and coordination are provided through the Coordinated Entry System and local collaboration on the By Name List.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Roseville has the following outreach programs to individuals and families who are homeless:

Project Roomkey/Project Homekey: Project Roomkey in Roseville has helped to shelter the most vulnerable people experiencing homelessness during the pandemic. The project is currently in the process of converting to permanent supportive housing (Project Homekey) and will provide 82 residential units.

Drop-In Centers with Services: The Auburn Welcome Center and the Cirby Clubhouse in Roseville are mainly staffed by mental health clinicians and clients that provide homeless individuals and families a place to use computers to search for jobs, housing, and services. This Center also houses the The Gathering Inn Mid Placer Shelter in Auburn. The Gathering Inn South Placer has a Wednesday and Saturday health clinic, and daily provides a clothing closet and laundry facilities in addition to a nightly emergency shelter through the rotation of local churches.

Social Services Unit of the Police Department: In 2016, the police department created the Social Services Unit (SSU). The SSU completes regular outreach and interaction with the local unsheltered population. Through this unit, local County Housing Coordinators, and Roseville Housing staff, individuals who are homeless or at-risk of homelessness are being referred to appropriate services and housing options within the Continuum of Care. These efforts are further augmented through a City-County outreach partnership that utilizes a homeless outreach worker position for South Placer and City efforts towards its own outreach worker.

Point in Time Count: The City of Roseville Social Services Unit and Housing staff led the 2022 Point in Time Count efforts throughout South Placer and achieved great success in scheduling training and events for data collection and conducting outreach to individuals otherwise unreachable for the Point In Time Count.

Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency shelter is provided locally through a rotating shelter at local churches, coordinated by The Gathering Inn. This shelter serves an average of 60-90 individuals each evening. Local transitional housing programs through Roseville HomeStart and Advocates for Mentally Ill Housing (AMIH) address much-needed transitional housing needs for families and individuals with mental illness. Lastly, Stand Up Placer provides emergency and transitional housing for domestic violence and human trafficking victims countywide.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Homeless priorities have been established within the framework of the Homeless Resource Council of the Sierras (HRCS) and CA 515 – the Placer County Continuum of Care; the priorities have been set as: emergency shelter, transitional housing, permanent supportive housing, and rapid re-housing. Except for victims of domestic violence, there are few beds available in emergency shelter situations. Of the 293 emergency beds, 39 are solely for survivors of domestic violence. The 254 remaining beds are at The Gathering Inn mid Placer and The Gathering Inn South Placer.

Motel vouchers are available for short-term and extreme circumstances.

Permanent Supportive housing is identified as a high-priority. The need for emergency shelter, mental health services, substance abuse treatment, and emergency food and clothing exists, especially for some subpopulations, such as those with severe mental illness or individuals who are chronically homeless (who have had regular or continued periods of homelessness).

The City of Roseville Housing Division participates in discussions with the Placer County probation staff on better discharge and services planning for existing inmates, including a specific focus on inmates with mental illness. Placer County's Continuum of Care has implemented a Coordinated Entry System through a central phone line, 211, and is working to increase its use by inmates scheduled to leave jail soon as a means for planning their housing options more proactively. Services staff at the jail are actively working on increased use of the phone line as part of and prior to discharge planning.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Outreach: The City of Roseville Social Services Unit, Placer County's Homeless Liaison Team, and The Gathering Inn provide outreach to connect people with services to get them housed.

Rapid Rehousing: Local service providers are applying for and have received Rapid Rehousing and Homeless Prevention funds to assist homeless families and individuals. The City also partners with AMI Housing to provide motel vouchers, security deposits, and rental assistance to assist with rapid rehousing and homelessness prevention.

Housing: In planning the housing needs of these populations the CoC considers the housing needs for both families and individuals. The scattered site housing programs serve both populations. The local housing authorities have also secured and are leasing up VASH Vouchers, Mainstream Vouchers, and Emergency Housing Vouchers to serve individuals and families who are homeless or at risk of homelessness. These vouchers have been successful in getting veterans, families, and chronically homeless individuals housed. Roseville Housing Authority is seeking additional vouchers to serve individuals and families who are homeless.

Coordinated Services: Domestic violence, substance abuse, mental and physical disabilities can all contribute to individuals and family homelessness. There are collaborative community efforts to provide coordinated services to those in need of assistance. The City participates in the Built for Zero effort and leads regular meetings with social service providers and social workers to address barriers to housing of each person on the By Name List.

Unaccompanied youth: Placer County's Transition to Independence Process (TIP) program serves Transition Aged Youth ages 14 to 24 who are experiencing emotional and/or behavioral difficulties. Youth receive assistance to make a successful transition into adulthood. The County also has a collaborative called the Transition Aged Youth Housing Collaborative to provide housing assistance for transition aged youth who are homeless or at imminent risk of homelessness. The focus of the collaborative is to work with local providers to offer unaccompanied youth the support and services they need.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City does not have public housing. The Roseville Housing Authority operates the Housing Choice Voucher (HCV) Section 8 Rental Assistance Program which serves both the cities of Roseville and Rocklin.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable; the City does not have public housing.

Actions taken to provide assistance to troubled PHAs

Not applicable. The Roseville Housing Authority (RHA) received a rating of High Performer for the sixteenth consecutive year.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

As of the second year of the five-year plan, there are currently approximately 531 affordable units (designated for very-low and low income persons) in the entitlement phase for future production within the next five years. The City continues to support opportunities for the redevelopment of underutilized parcels downtown, particularly for high density and affordable housing development. The City also works to increase opportunities for higher density and the use of density bonuses throughout the city.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Consistent with priority needs identified in the Consolidated Plan, during the 2021 Program Year the City provided funding for the following activities that addressed priority special needs populations:

- Advocates for Mentally Ill Housing (AMIH) provided case management, vouchers and other support services to individuals with mental illness.
- Stand Up Placer assisted those in abusive situations and victims of human trafficking to recover and re-enter society.
- KidsFirst offered intensive social services and individual therapy to children and families with young children.
- Seniors First Meals on Wheels and Saint Vincent de Paul Society's BAGS program offered nutrition for seniors and disabled persons.
- The Gathering Inn provided emergency homeless shelter services and mental health clinician services for homeless individuals and families.
- The rehabilitation of owner-occupied housing was addressed through the City's Owner Occupied Housing Rehabilitation program. These projects helped maintain the affordable housing stock in the City.
- The City provided residents with fair housing information and services, and support for compliance with Federal and State fair housing law, through a contract with a Fair Housing Services provider.
- CARES Act Projects were a high priority need, which entailed activities to Prevent, Prepare for, or Respond to the COVID-19 virus. Activities addressed with CDBG-CV funds in the 2021 PY included: the Small Business Loan Program, The Gathering Inn Shelter-in-Place project, AMI Housing's COVID Homeless Prevention Assistance program, Placer County Office of Education's After-School Care for Homeless Students program, and funding towards Project Roomkey.

Other Federal, State and local resources, including funds from charitable organizations and private

donations, were made available to service providers to assist special needs populations. Service providers received these funds directly.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City has taken the following actions toward awareness and elimination of lead-based paint hazards: The City continued to provide information regarding lead-based paint hazards to Roseville residents and employees.

The City includes, as part of its inspection process for the Owner-Occupied Housing Rehabilitation, and Housing Choice Voucher Section 8 Rental Assistance Programs, an inspection of painted surfaces for the discovery of the potential presence of lead-based paint. If the inspection conducted identifies that a potential hazard exists, the City requires the rehabilitation contractor or homeowner to follow HUD guidelines for mitigation or removal of the lead-based paint hazard.

Grants are available for initial inspection, mitigation, and clearance costs for all of these programs through the City's Lead-Based Paint Hazard Reduction Program (LBPHRP). Community Development Block Grant (CDBG) and HOME funds are set aside to offer these grants; under the Housing Rehabilitation Program, grants are provided for all actual costs of lead-based paint evaluation and reduction activities.

The City also requires that rental property owners properly maintain their dwelling units. Deteriorated surfaces containing lead-based paint posing a hazard to occupants is reportable to the Placer County Environmental Health Department and represents a potential County Health Code violation subject to appropriate mitigation by the rental property owner.

The City continues to fund the Lead-Based Paint Hazard Reduction Program to comply with the 1992 Housing and Community Development Act (Title X) in addressing potential lead-based paint hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

During the 2021 Program Year the City took the following actions to reduce the incidence of poverty within the City's jurisdiction:

- The City continued to promote the Family Self Sufficiency Program for Housing Choice Voucher (HCV) participants and actively recruited new households to participate.
- The City continued its policy of promoting a jobs/housing balance to ensure a variety of jobs with varying levels of skill and training and development of affordable housing to all income groups.
- The Senior Nutrition Program and the BAGS program supported the nutritional needs of persons in poverty. Due to coronavirus, the Meals on Wheels program was modified in accordance with the CDC and local guidelines to ensure the nutritional needs of the low income residents of Roseville continued to be met. The program transitioned from

providing one hot meal daily to seniors, to instead providing five home-delivered meals three times per week. Those experiencing very low food security also receive supplemental groceries. Staff and volunteers also conduct wellness phone calls and provide information and assistance to those seeking community resources.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

With regard to the distribution of affordable housing, it has been the goal of the City's 10% affordable housing program to distribute new, affordable housing throughout the City by requiring that each specific plan provide 10% of their total housing units as affordable to low and middle-income households.

The City has continued to rely on the Housing Division to administer its housing programs and implement housing policies. The Housing Division administers rental assistance, housing rehabilitation, and new construction projects. The Housing Division also provides resource information and referral to residents, including referrals to homeless assistance, fair housing, legal services, etc.

The programs administered by the Housing Division are funded through a variety of public and private sources, including Federal, State, City and private developer funding under local affordable housing requirements.

The City continues to work toward a regional approach to serving the needs of residents through the Continuum of Care on a countywide basis.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Housing Division acts as a liaison between other public and private agencies to maximize service to Roseville residents and prevent duplication of services.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City displays its Fair Housing Banner in a prominent location within the Housing Division Office, as well as at functions throughout the year where the City is represented. The banner reads, "Fair Housing is Everyone's Right" in both English and Spanish and also includes the Equal Housing Opportunity logo.

Fair Housing pamphlets and literature are also made available to the public. Housing Division Supervisory staff continues to work with other staff members to further their knowledge of fair housing laws and issues, including making pamphlets and news articles available to staff. Staff regularly receives Fair Housing and diversity training. Housing staff attended HUD Fair Housing Training in January 2022. The City hosted a Fair Housing Rights Training in April 2022 in collaboration with Project Sentinel a fair housing agency which all housing authority staff attended.

Housing Division staff continues to record all housing complaints, including those regarding discrimination and works cooperatively with the local Legal Services branch. In the case of alleged discrimination, residents are provided with information regarding fair housing law, a HUD discrimination complaint form, and referrals to legal services, the State Department of Fair Housing and Employment, and other appropriate agencies.

The City's Housing Authority continues to request and receive VASH, Mainstream and Project-based vouchers. During the 2021 program year, the Housing Authority was awarded 50 Emergency Housing Vouchers and an additional 10 VASH vouchers which serve those who are homeless or at risk of homelessness.

Various recommendations for the City were identified in the analysis of impediments adopted at the end of FY 2019-20. These include: expanding affordable rental opportunities; increasing homeownership among under-represented groups; and focusing on a range of equity issues. In order to help address these recommendations, the City has contracted with a fair housing services provider, Project Sentinel. This organization has worked in conjunction with the City to provide comprehensive fair housing services of investigation, counseling and legal referrals for victims of housing discrimination. During PY 2021, Project Sentinel has provided community education and outreach regarding fair housing law and practices. These services have been provided to both tenants and landlords. By having an agency available to assist with these issues and also providing education and outreach to the community, the City is promoting fair housing choice, while also addressing issues of discrimination in the community. The City will continue to work on addressing the recommendations noted in the analysis of impediments throughout the cycle of the Five Year Consolidated Plan.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Each year, the City conducts a risk assessment of subrecipients to determine the need for monitoring. All subrecipients are subject to a minimum of desk monitoring. If the risk assessment reveals the need, on-site monitoring is also conducted. Staff will monitor 2021-2022 subrecipients in the fall and winter of 2022.

Roseville seeks to ensure minority business owners are included in any outreach and comprehensive planning requirements. In order to do so, public notices are translated and offered in Spanish, and any request for additional translation is available for those who request it. All organizations applying for funding are provided technical assistance to ensure they have info they need to apply. Notices of Funding Availability (NOFA) are provided to a variety of groups to encourage diverse populations have access to the information, including the Placer County Continuum of Care, the Latino Leadership Council, and Placer Collaborative Network. NOFA's are also posted in public locations such as City libraries. Any Requests for Proposals put out by the City are noticed in the local newspaper and posted on the City's website in order to ensure a variety of submittals are attained. Contracts include language regarding equal opportunity and nondiscrimination, and contracts requiring subcontractors are encouraged to reach out to minority and women owned businesses for the work to be subcontracted.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City published a notice in the Roseville Press Tribune on September 3, 2022 announcing the availability of the CAPER for public review, the public comment period, to whom comment should be submitted, and the scheduled public hearing. The notice was published in English and in Spanish. Notice was also published on the City's website.

The public was invited to comment during a minimum 15-day period, September 3, 2022 through September 21, 2022.

The Roseville City Council reviews, conducts the public hearing, and approves the CAPER prior to submission to the Department of Housing and Urban Development.

The City notified public service agencies directly via an email to local non-profit collaborations regarding the availability of the 2021 CAPER. Additionally, the Latino Leadership Council, a local nonprofit that provides services to underserved Spanish-speaking populations, was notified of the availability of the CAPER.

A public hearing was held before the City Council on September 21, 2022 to review the City's progress in meeting its Housing and Community Development needs. The public hearing also provided additional opportunity for the public to comment on the 2021 CAPER.

During the public hearing on September 21, 2022, City Council members were given the opportunity to ask questions.

In order to address access to public meetings for persons with disabilities, Roseville Transit offers ADA Paratransit for ADA-certified passengers. Additionally, all information is available in an accessible format to persons with visual impairment upon request. All public notices state:

The hearing will be available for live access on Comcast 14, Consolidated Communications 73, AT&T U-verse, and the City's YouTube channel. All interested persons are invited to appear and be heard.

Meeting facilities are accessible to persons with disabilities. By request, translation services and documents, as well as alternative accessible document formats are available to persons with varying language needs or disabilities. To arrange an alternative agenda document format or to arrange aid or services to modify or accommodate persons with a disability to participate in a public meeting, please contact the City of Roseville by calling 916-774-5200 (voice) or 916-774-5220 (TDD) a minimum of two business days prior to the meeting.

The CAPER will be submitted to HUD by September 30, 2022 for review.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City had planned to fund a public facilities project in the 2021 PY at a local neighborhood park to complete accessibility and safety improvements to the recreational area. It was determined that due to environmental review regulations, CDBG funds were not eligible to be utilized towards the project as it is located in a flood zone and the project was thus canceled. The \$280,000 originally allocated to the project therefore became uncommitted funds for the 2021 PY and will be reallocated for the upcoming program year. In the future, due to this experience, the City has updated its procedures to review if a project is in a floodway prior to allocating funds to a project in the plan.

CDBG-CV:

Report on impacts of COVID pandemic on formula CPD programs

Due to the pandemic, as part of the 2019 and 2020 Annual Action Plan, the City added priorities and objectives in order to prevent, prepare for and respond to coronavirus. There was no discontinuation of any non-CV related activities, and Annual Action Plan goals continued to be met. With the release of the NOFA for 2021 CDBG Entitlement funds, the City only received applications for public service programs and one capital improvements project through the City's Parks department. The project was determined to be in such early stages that it would not be completed in the appropriate amount of time and thus, it was pushed to the subsequent program year. With the influx of funds available due to COVID, many subrecipients did not have the capacity to add extra programs and funds to their plates. Due to this, spending of CDBG funds for the 2021 program year was impacted in that not all grant funds were able to be expended. It is anticipated that in the upcoming program year, these impacts will be lessened and the City is hopeful that available funds will be completely expended.

The coronavirus pandemic had an impact on several of the CDBG public services programs, including Stand Up Placer, Seniors First and The Gathering Inn. Stand Up Placer, which serves victims of domestic violence, has continued to see increases in the number of beneficiaries served, including increases in calls to the Domestic Violence Emergency Response Team. Due to the pandemic, Seniors First made a change to their Meals on Wheels program, shifting their five day a week meal delivery to three times a week, with the inclusion of frozen meals along with fresh meals. This helped reduce the amount of visits to homes to mitigate the spread of the coronavirus and ensure as much social distancing as possible. The Gathering Inn shelter experienced lower than average numbers due to the coronavirus, as many of the guests were placed with Project Roomkey to help prevent the spread of the virus.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Narrative

Section 3 did not apply to any programs in PY 2021. Therefore, the above section does not apply.

DRAFT