CITY COUNCIL

Kevin Johnson, Mayor
Angelique Ashby, Mayor Pro Tem, District 1
Allen Warren, Vice Mayor, District 2
Jeff Harris, District 3
Steve Hansen, District 4
Jay Schenirer, District 5
Eric Guerra, District 6
Rick Jennings, II, District 7
Larry Carr, District 8

CHARTER OFFICERS

James Sanchez, City Attorney
Shirley Concolino, City Clerk
John F. Shirey, City Manager
Russ Fehr, City Treasurer

City of SACRAMENTO

Agenda

City Council
Financing Authority
Housing Authority
Public Financing Authority
Redevelopment Agency
Successor Agency

City Hall-Council Chamber
915 I Street, 1st Floor
Published by the Office of the City Clerk
(916) 808-5163

Tuesday, October 13, 2015
6:00 p.m.

NOTICE TO THE PUBLIC

You are welcomed and encouraged to participate in this meeting. Public comment is taken on items listed on the agenda when they are called. Public Comment on items not listed on the agenda will be heard as noted on the agenda. Comments on controversial items may be limited and large groups are encouraged to select 3-5 speakers to represent the opinion of the group. **Speaker slips are available on the City's Website and located in racks inside the chamber and should be completed and submitted to the Assistant City Clerk.**

Government Code 54950 (The Brown Act) requires that a brief description of each item to be transacted or discussed be posted at least 72 hours prior to a regular meeting. The City posts meeting agendas on the City website, at City Hall as well as offsite meeting locations. The order and estimated time for agenda items are listed for reference and may be taken in any order deemed appropriate by the legislative body.

The agenda provides a general description and staff recommendation; however, the legislative bodies may take action other than what is recommended. Full staff reports are available for public review on the City's website and include all attachments and exhibits. "To Be Delivered" and "Supplemental" reports will be published as they are received. All meeting materials are also available at the meeting for public review. Contracts subject to the 10-day review period, as required by the Council Rules of Procedure, can be found on the City's website at: http://portal.cityofsacramento.org/Clerk/Contract-Posting

City Council meetings are broadcast live on Metrocable, Channel 14, AT&T Broadband Cable System and rebroadcast on the Saturday following the date of the meeting. Live video streams and indexed archives of meetings are available via the internet. Visit the City's official website at http://sacramento.granicus.com/ViewPublisher.php?view_id=21 .

Meeting facilities are accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify the Office of the City Clerk at (916) 808-7200 at least 48 hours prior to the meeting.

Notice to Lobbyists: When addressing the legislative bodies you must identify yourself as a lobbyist and announce the client/business/organization you are representing *(City Code 2.15.160).*

General Conduct for the Public Attending Council Meetings

- Members of the public attending City Council meetings shall observe the same rules and decorum applicable to the Members and staff as noted in Chapters 3 and 4 of Council Rules of Procedure.
- Stamping of feet, whistles, yells or shouting, physically threatening conduct, and/or similar demonstrations are unacceptable public behavior and will be prohibited by the Sergeant-at-Arms.
- Lobbyists must identify themselves and the client(s), business or organization they represent before speaking to the Council.
- Members of the public wishing to provide documents to the Council shall comply with Rule 7 D of the Council Rules of Procedure.

Members of the Public Addressing the City Council

Purpose of Public Comment. The City provides opportunities for the public to address the Council as a whole in order to listen to the public's opinions regarding non-agendized matters within the subject matter jurisdiction of the City during Regular meetings and regarding items on the Agenda at all other meetings.

- Public comments should not be addressed to individual Members nor to City officials, but rather to the City Council as a whole regarding City business.
- While the public may speak their opinions on City business, personal attacks on Members and City officials, use of swear words, and signs or displays of disrespect for individuals are discouraged as they impede good communication with the Council.
- Consistent with the Brown Act, the public comment periods on the Agenda are not intended to be "Question and Answer" periods or conversations with the Council and City officials. The limited circumstances under which Members may respond to public comments are set out in Rule 8 D 2 of the Council Rules of Procedure.
- Members of the public with questions concerning Consent Calendar items may contact the staff person or the Council Member whose district is identified on the report prior to the meeting to reduce the need for discussion of Consent Calendar items and to better respond to the public's questions.

Speaker Time Limits. In the interest of facilitating the Council's conduct of the business of the City, the following time limits apply to members of the public (speakers) who wish to address the Council during the meeting.

- **Matters not on the Agenda.** Two (2) minutes per speaker.
- **Consent Calendar Items**. The Consent Calendar is considered a single item, and speakers are therefore subject to the two (2) minute time limit for the entire Consent Calendar. Consent Calendar items can be pulled at a Council member's request. Such pulled Consent Calendar items will be considered individually and up to two (2) minutes of public comment per speaker on those items will be permitted.
- **Discussion Calendar Items.** Two (2) minutes per speaker.

Time Limits per Meeting In addition to the above time limits per item, the total amount of time any one individual may address the Council at any meeting is eight (8) minutes.

- Each speaker shall limit his/her remarks to the specified time allotment.
- The Presiding Officer shall consistently utilize the timing system which provides speakers with notice of their remaining time to complete their comments. A countdown display of the allotted time will appear and will flash red at the end of the allotted time.
- In the further interest of time, speakers may be asked to limit their comments to new materials and not repeat what a prior speaker said. Organized groups may choose a single spokesperson who may speak for the group but with no increase in time.
- Speakers shall not concede any part of their allotted time to another speaker.
- The Presiding Officer may further limit the time allotted for public comments per speaker or in total for the orderly conduct of the meeting and such limits shall be fairly applied.

AGENDA

Tuesday, October 13, 2015

6:00 p.m.

City Hall – 915 I Street- First Floor Council Chamber

All items listed are heard and acted upon by the Sacramento City Council unless otherwise noted.

Open Session - 6:00 p.m.

Roll Call

Pledge of Allegiance

Closed Session Report

Special Presentations/General Communications

In addition to those items listed on the agenda, the Mayor may add additional ceremonial matters.

A. Recognizing October as Domestic Violence Awareness Month

B. Recognizing October 18-24, 2015 as Freedom for Workplace Bullies Week

C. Recognizing Sacramento State Alumni

Consent Calendar Estimated Time: 5 minutes

All items listed under the Consent Calendar are considered and acted upon by one Motion. Anyone may request an item be removed for separate consideration.

1. Confirmation of Board and Commission Appointments

Report # 2015-00899

Location: Citywide

Recommendation: Pass a Motion confirming board/commission appointment(s): 1) Sacramento Youth Commission – Alisha Ahmed (Seat E - District 3); and 2) Sacramento Heritage, Inc. Board of Directors - Joseph Boniwell (Seat A) and William Burg (Seat C).

Contact: Wendy Klock-Johnson, Assistant City Clerk, (916) 808-7509; Phoebe Schueler, Senior Deputy City Clerk, 9916) 808-7605, Office of the City Clerk

2. **Joint Exercise of Powers Agreement between City of Sacramento and Sacramento Public Library Authority** (Adjourned from 10/06/2015)
Report # 2015-00886
Recommendation: Pass a **Resolution** approving a Joint Exercise of Powers Agreement between City of Sacramento and the Sacramento Public Library Authority to authorize the City, acting through the City Treasurer, to invest funds of the Authority.
Contact: Bob Tokunaga, Senior Investment Officer, (916) 808-5340; John Colville, Senior Investment Officer, (916) 808-8297, Office of the City Treasurer

3. **Amendment of Ground Lease with Sacramento Chrysler Jeep Dodge Ram (City Agreement No. 2014-0091)** [Adjourned from 10/06/2015]
Report # 2015-00189
Location: District 2
Recommendation: Pass a Motion authorizing the City Manager or his designee to execute the Amendment of Ground Lease by which North Sacramento CJD, LLC (Chrysler Jeep Dodge Ram Dealership) assigns the Ground Lease to YPD Sacramento CJDR, LLC.
Contact: Sabrina Tefft, Project Manager, (916) 808-3789, Economic Development Department

4. **SMUD Undergrounding Priority List**
Report # 2015-00868
Location: Citywide
Recommendation: Pass a **Resolution** approving the Amended and Restated Selection Criteria and Priority List for the SMUD System Enhancement Undergrounding Program.
Contact: Rachel Hazlewood, Senior Project Manager, (916) 808-8645, Economic Development Department

5. **North Natomas Drainage Fees Disbursement and Waiver and Release**
(Adjourned from 10/06/2015)
Report # 2015-00858
Location: District 1
Recommendation: Pass a **Resolution** 1) appropriating funds to reimburse Lennar Communities from drainage fees for expenses incurred in the construction of drainage facilities benefitting schools and civic uses; and 2) authorizing a waiver and release regarding the collection of drainage fees.
Contact: Mark Griffin, Manager, (916) 808-8788, Department of Finance

6. **City Manager Position Compensation Adjustment**
Report # 2015-00933
Location: Citywide
Recommendation: Pass a Motion amending the City Manager Employment Agreement approving a 2% salary increase for a total annual salary of $276,529.
Contact: Barbara Dillon, Interim Director, (916) 808-7173, Human Resources

7. Contract: Digital Signature Application
Report # 2015-00710
Location: Citywide
Recommendation: Pass a Motion authorizing the City Manager or his designee to execute a contract with Silanis Technology for a three-year term with two additional one-year renewal options in an amount not-to-exceed $436,500.
Contact: Shirley Concolino, City Clerk, 916-808-5442, Office of the City Clerk; Maria MacGunigal, CIO, (916) 808-7998, Department of Information Technology

8. (Pass for Publication) 2015 Task Force on Income Inequality's Final Recommendations and Implementing Ordinance (Adjourned from 10/06/2015)
Report # 2015-00872
Location: Citywide
Recommendation: 1) Pass a Motion authorizing the ordinance relating to the 2015 Task Force on Income Inequality's final recommendations to bypass the Law and Legislation Committee; 2) review an ordinance implementing the 2015 Task Force on Income Inequality's final recommendations on increasing the minimum wage in the City of Sacramento; and 3) pass for publication the ordinance title per Sacramento City Charter 32(c) for consideration on October 27, 2015.
Contact: Joseph Devlin, Chief of Staff, (916) 808-7005, Office Councilmember Jay Schenirer, District 5

9. City Auditor’s Whistleblower Hotline Activity Report (Adjourned from 10/06/2015)
Report # 2015-00873
Location: Citywide
Recommendation: Pass a Motion accepting the City Auditor’s Whistleblower Hotline Activity Report.
Contact: Jorge Oseguera, City Auditor, (916) 808-7270, Office of the City Auditor

10. City Auditor's Additional Position Request (Adjourned from 10/06/2015)
Report # 2015-00874
Location: Citywide
Recommendation: Pass a **Resolution** authorizing the City Manager to add a 1.0 FTE Auditor position to the City Auditor's budget, funded by the Utilities Department.
Contact: Jorge Oseguera, City Auditor, (916) 808-7270, Office of the City Auditor

11. Agreements: Sacramento City Unified School District for After-School Program
(Adjourned from 10/06/2015)
Report # 2015-00825
Location: Multiple locations within and outside the City limits
Recommendation: Pass a **Resolution:** 1) authorizing the City Manager or his designee to execute an agreement with the Sacramento City Unified School District (SCUSD) for the City's Sacramento START (Students Today Achieving Results for Tomorrow) after-school program to operate the Summerquest program at five elementary schools during Summer 2015 and be reimbursed by SCUSD up to a total of $141,769; 2) authorizing the City Manager or his designee to execute an agreement with SCUSD for the Sacramento START program to operate at 17 elementary schools during the 2015/16 school year and be reimbursed by SCUSD up to a total of $2,357,258.13 in Fiscal Year (FY) 2015/16; 3) authorizing the City Manager or his designee to enter into any amendments with SCUSD for operating of the START program at one or more of the 17 schools through June 30, 2016, which may change the cost paid per student, change the number of students to be served at any particular school or change other operational requirements, as long as any amendment does not increase the maximum annual payment to the City by more than $500,000 above the FY2015/16 amount and the additional services can be provided by the START program and require no additional General Fund support. Increases above the $500,000 will be subject to City Council approval; and 4) authorizing the City Manager or his designee to adjust the operating revenue and expenditure budgets as necessary to implement the agreements with SCUSD.
Contact: Brian Fitzgerald, Recreation Superintendent, (916) 808-6196; Alan Tomiyama, Recreation Manager, (916) 808-8958; Sonja Jarvis Administrative Officer, (916) 808-8824, Department of Parks and Recreation

12. Agreement: Twin Rivers Unified School District for After-School Program
(Adjourned from 10/06/2015)
Report # 2015-00838
Location: Multiple locations within and outside the City limits
Recommendation: Pass a **Resolution**: 1) authorizing the City Manager or his designee to execute a Services Agreement (Agreement) with the Twin Rivers Unified School District (Twin Rivers) to provide an after-school program with the City's Sacramento START program at nine elementary schools and be reimbursed by Twin Rivers in an amount not to exceed $987,599 for Fiscal Year (FY) 2015/16; 2) authorizing the City Manager or his designee to enter into amendments of the Agreement with Twin Rivers, subject to approval as to form by the City Attorney, which may change the number of schools or students to be served, the unit cost per student or operational requirements as long as the amendment does not increase the maximum payment to the City by more than twenty percent (20%) of the original contract amount (up to $197,520) and the additional services can be provided by the START program and fully funded with Twin River's payments. Amendments that exceed 20% will be subject to City Council approval; and 3) authorizing the City Manager to adjust the necessary operating revenue and expenditure budgets to implement the Agreement and any amendments.

Contact: Brian Fitzgerald, Recreation Superintendent, (916) 808-6196; Alan Tomiyama, Recreation Manager, (916) 808-8958; Sonja Jarvis Administrative Officer, (916) 808-8824, Department of Parks and Recreation

13. Agreement: After School Education and Safety Program for Proposition 49 with Sacramento City Unified School District at Sam Brannan Middle School
(Adjourned from 10/06/2015)
Report # 2015-00851
Location: District 4
Recommendation: Pass a **Resolution** authorizing the City Manager, or designee, to execute an agreement with the Sacramento City Unified School District for the City to continue to operate the After-School Education and Safety Program on the Sam Brannan Middle School campus during fiscal year 2015/16 for an amount not to exceed $105,000.
Contact: Sylvia Fort, Recreation Manager, (916) 808-8381; Shannon Brown, Operations Manager, (916) 808-6076; Pamela Sloan, Interim Director, Department of Parks and Recreation

14. Appropriation and Transfer of Funds and Execution of Agreements with Sacramento Transportation Authority (Adjourned from 10/06/2015)
Report # 2015-00760
Location: Citywide
Recommendation: Pass a **Resolution**: 1) appropriating $19,823,000 (Fund 2023) to the Sacramento Intermodal Transportation Facility Project (T15029000); 2) establishing a new Capital Improvement Project (CIP) for the Richards Blvd/I-5 Interchange Project; 3) appropriating $1,500,000 (Fund 2023) to the Richards Blvd /I-5 Interchange Project (T15165100); 4) transferring $4,500,000 (Fund 2001) from the Sacramento Intermodal Transportation Facility Project (T15029000) to the State and Federal Grant Match Project (T15007200); 5) authorizing the City Manager to execute the Memorandum of Understanding with the Sacramento Transportation Authority (STA) for the FY2015/16 New Measure A Ongoing Annual Programs; 6) authorizing the City Manager to execute two Capital Project and Expenditure Contracts with STA; 7) appropriating $26,402 (Fund 2001) in FY2014/15 Measure A Construction interest allocation to the State and Federal Grant Match Project (T15007200); and 8) directing staff to submit the FY2014/15 Measure A Construction interest allocation funding plan to STA.
Contact: Lucinda Willcox, Program Manager, 808-5052; Nicholas Theocharides, Engineering Services Manager, 808-5065, Department of Public Works

15. Change Order for Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000) [Published for Review 10/01/2015]
Report # 2015-00824
Location: Districts 7 and 8
Recommendation: Pass a **Resolution**: 1) authorizing the City Manager to execute Change Order No. 18 to City Agreement No. 2013-0023 with Teichert Construction in an amount not to exceed $2,125,777 for the Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000); 2) ratifying previous Change Order No. 17 to City Agreement No. 2013-0023 with Teichert Construction; 3) resetting the City Manager's authority to issue change orders for City Agreement No. 2013-0023; 4) authorizing staff to extend the effective date of the CHP agreement from December 1, 2014 through December 31, 2015; 5) authorizing staff to reimburse the CHP an additional $30,000 to cover expenses under the terms and conditions of agreement No.2013-0269; 6) authorizing the City Manager to execute the Second Amendment to the City/Regional Transit (RT) South Sacramento Corridor Phase II Project Agreement No.2012-0228 in which RT agrees to reimburse the City the amount of $163,460 for additional work requested by RT; and 7) appropriating RT funds in the amount of $163,460 (Fund 3702) to the Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000).
Contact: Nader Kamal, Special Projects Engineer, (916) 808-7035; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

16. Approval of Americans with Disabilities Act (ADA) Public Right-of-Way Prospective Plan for Fiscal Year 2015/16
Report # 2015-00844
Location: Citywide
Recommendation: Pass a Motion approving the Americans with Disabilities Act (ADA) Public Right-of-Way Prospective Plan for Fiscal Year 2015/16.
Contact: Cecilyn Foote, Associate Civil Engineer, (916) 808-6843; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

17. Proposed 90 Minute Parking Restriction on a Section of 57th Street
(Adjourned from 10/06/2015)
Report # 2015-00850
Location: West side of 57th Street, from J Street to 119 feet south, District 3
Recommendation: Pass a **Resolution** regulating parking on a section of the west side of 57th Street with “90 Minute Parking 8:00am to 6:00pm Excluding Saturdays and Sundays".
Contact: Matt Winkler, Operations General Supervisor (916) 808-5579; Matt Eierman, Parking Services Manager (916) 808-5849, Department of Public Works

18. Contract: Police Facilities Landscape Maintenance (Adjourned from 10/06/2015)
Report # 2015-00854
Location: Citywide
Recommendation: Pass a Motion awarding a one-year non-professional services agreement to Parker Landscape Development for maintenance of landscaping around three city police facilities for an amount not to exceed $49,814, with options to extend the agreement for up to two additional one-year periods. The total amount of the agreement, with optional extensions, will not exceed $149,442.
Contact: Jim Horton, Program Specialist, (916) 808-5567; Juan Montanez, Streets Manager, (916) 808-2254, Department of Public Works

19. Contract: Village Garden Streetscapes Maintenance (Adjourned from 10/06/2015)
Report # 2015-00855
Location: District 2
Recommendation: Pass a Motion awarding a one-year non-professional services agreement for the maintenance of the Village Garden Streetscapes with New Image Landscape Company for an amount not to exceed $38,408 and options to extend the agreement for up to two additional one-year periods, with the total amount of the agreement, including optional extensions, not to exceed $118,992.
Contact: Jim Horton, Program Specialist, (916) 808-5567; Juan Montanez, Streets Manager, (916) 808-2254, Department of Public Works

20. Agreement: Consultant Services for Bicycle Master Plan (K15120004)
[Adjourned from 10/06/2015]
Report # 2015-00869
Location: Citywide
Recommendation: Pass a Motion authorizing the City Manager to execute a Professional Services Agreement with Fehr & Peers for the Bicycle Master Plan for an amount not to exceed $122,695.
Contact: Fedolia “Sparky” Harris, Principal Planner, (916) 808-2996, Hector Barron, City Traffic Engineer, (916) 808-2669, Department of Public Works

21. Contract: Center Parkway-Mack Streetscapes Maintenance
Report # 2015-00879
Location: Districts 7 and 8
Recommendation: Pass a Motion awarding a one-year non-professional services agreement for the maintenance of the Center Parkway-Mack Streetscapes to New Image Landscape Company for an amount not to exceed $75,578 and the option to extend the agreement an additional one-year period, with the total amount of the agreement, including the optional extension, not to exceed $153,112.
Contact: Juan Montanez, Streets Manager, (916) 808-2254; Jim Horton, Program Specialist (916) 808-5567, Department of Public Works

22. Memorandum of Understanding with Sacramento County and Sutter County for the 200-year Natomas Internal Drainage Modeling and Mapping (Adjourned from 10/06/2015)
Report # 2015-00801
Location: Districts 1, 3 and 4
Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute a Memorandum of Understanding with Sacramento County and Sutter County which outlines shared cost for the 200-year flood protection modeling and mapping of the Natomas Internal Drainage.
Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Tony Bertrand, Supervising Engineer, (916) 808-1462, Department of Utilities

Public Comments-Matters Not on the Agenda (2 minutes per speaker)

Council Comments-Ideas, Questions and Meeting/Conference Reports

Adjournment

City of SACRAMENTO 01
City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00899

Title: Confirmation of Board and Commission Appointments

Location: Citywide

Recommendation: Pass a Motion confirming board/commission appointment(s): 1) Sacramento Youth Commission – Alisha Ahmed (Seat E - District 3); and 2) Sacramento Heritage, Inc. Board of Directors - Joseph Boniwell (Seat A) and William Burg (Seat C).

Contact: Wendy Klock-Johnson, Assistant City Clerk, (916) 808-7509; Phoebe Schueler, Senior Deputy City Clerk, (916) 808-7605, Office of the City Clerk

Presenter: None

Department: City Clerk
Division: City Clerk
Dept ID: 04001011
Attachments:
1-Description/Analysis
2-Background

City Attorney Review

Approved as to Form
Matthew Ruyak
9/30/2015 2:28:59 PM

Approvals/Acknowledgements

Department Director or Designee: Wendy Klock-Johnson - 9/30/2015 12:28:07 PM

Description/Analysis

Issue Detail: As required by City Charter section 230, board and commission appointments made by the Mayor must be confirmed by the City Council.

Policy Considerations: None.

Economic Impacts: None.

Environmental Considerations: None.

Sustainability: None.

Commission/Committee Action: The Personnel and Public Employees Committee has held interviews for vacancies identified on one or more Boards and Commissions. After consideration, candidates were nominated and forwarded to the Mayor for Appointment, which now requires council confirmation. A full list of candidates are outlined in the background section of this report.

Rationale for Recommendation: Confirmation of appointment(s) by the City Council finalizes the process.

Financial Considerations: None.

Local Business Enterprise (LBE): None.

Background:

On September 29, 2015, the Mayor made the following appointments, which require confirmation by the City Council:

Board/Commission	Appointee Name	Seat Number	Seat Description	Nominated By:
Sacramento Youth Commission	*Alisha Ahmed	E	A member between 14 and 19 years of age recommended for appointment by the District 3 Councilmember.	District
Sacramento Heritage, Inc. Board of Directors	Joseph Boniwell	A	At large member with knowledge or experience in the field of finance.	P&PE
Sacramento Heritage, Inc. Board of Directors	*William Burg	C	At large member with knowledge or experience in the field of history.	P&PE

*Incumbent

The following is the status of all individuals who applied but were not selected in the application review and/or interview process:

Board/Commission	Applicant Name	Seat Number	Seat Description
Sacramento Youth Commission	Illana Pedro-Cirabisi	E	A member between 14 and 19 years of age recommended for appointment by the District 3 Councilmember.

02

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00886

Title: Joint Exercise of Powers Agreement between City of Sacramento and Sacramento Public Library Authority (Adjourned from 10/06/2015)

Location: Citywide

Recommendation: Pass a Resolution approving a Joint Exercise of Powers Agreement between City of Sacramento and the Sacramento Public Library Authority to authorize the City, acting through the City Treasurer, to invest funds of the Authority.

Contact: Bob Tokunaga, Senior Investment Officer, (916) 808-5340; John Colville, Senior Investment Officer, (916) 808-8297, Office of the City Treasurer

Presenter: None

Department: City Treasurer

Division: City Treasurer

Dept ID: 05001011

Attachments:

1-Description/Analysis

2-Background

3-Resolution

4-Exhibit A (JEP Agreement - Sac Library)

City Attorney Review

Approved as to Form
Joseph Cerullo
10/1/2015 11:25:05 AM

Approvals/Acknowledgements

Department Director or Designee: John Colville - 10/1/2015 6:49:52 AM

Description/Analysis

Issue Detail: The City of Sacramento, acting through the City Treasurer, and the Sacramento Public Library Authority ("Authority") propose to jointly exercise their respective powers to invest public funds by allowing the Authority to invest funds received from the estate of Erin C. Hurst in a separate account managed by the City Treasurer under his City Charter authority. Both the City and the Authority are public entities as defined in Section 6500 of the California Government Code and each has authority to invest funds in its treasury. Pursuant to the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code) and in accordance with Section 6509.7 of the California Government Code, the City and the Authority intend to jointly exercise their common powers to invest funds in their treasuries. The City Treasurer presents an agreement to authorize him to invest the bequeathed funds in a separately managed account, and requests approval of the agreement.

Policy Considerations: The Authority seeks to invest the initial sum of $1 million in a separately managed account. For this, the Authority agrees to pay the City Treasurer's Office a management fee of $5,000 per year and to reimburse any banking and operation fees (not to exceed $150 annually). The Authority's goals for the management of the funds are to preserve the principal, achieve a rate of return in accordance with prudent investment practices and draw down earnings annually to be used to purchase books, as directed by the donor. The funds will be invested pursuant to California Government Code.

Economic Impacts: The City Treasurer's Office will receive an investment management fee of $5,000 annually and be reimbursed for all banking and operation fees (not to exceed $150 per year).

Environmental Considerations: None.

Sustainability: None.

Commission/Committee Action: None.

Rationale for Recommendation: Since 2005, the Authority has entrusted the City Treasurer's Office to provide treasury and accounting services for its excess funds. The City Treasurer's Office currently invests those funds in the City's Pool A. The City Treasurer is willing to continue providing the Authority with the advantages of his staff's investment expertise to benefit a fellow local public agency. Approval of the subject Joint Exercise of Power Agreement will foster cooperation between agencies in the local area and provide the Authority with a professional, low cost, low risk investment solution to meet its investment objectives.

Financial Considerations: Pursuant to the proposed agreement with the Authority, the City will receive compensation at the rate of $5,000 annually and reimbursement of the banking and operations fees (not to exceed $150 per year).

Local Business Enterprise (LBE): Not applicable.

BACKGROUND

The City of Sacramento, acting through the City Treasurer, and the Sacramento Public Library Authority ("Authority") propose to jointly exercise their respective powers to invest public funds by allowing the Authority to invest public funds within its control in a separate account managed by the City Treasurer and pursuant to the power to invest funds granted to the City Treasurer by the City Charter. Both the City and the Authority are public entities as defined in Section 6500 of the California Government Code, and each has authority to invest funds in its treasury. Pursuant to the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code) and in accordance with Section 6509.7 of the California Government Code, the City and the Authority intend to jointly exercise their common powers to invest funds in their treasuries.

The Authority and the City Treasurer have negotiated a Joint Exercise of Powers Agreement ("Agreement") to authorize him to accept funds received from the estate of Erin C. Hurst for investment in a separate account managed by the City Treasurer pursuant to City Charter authority and pursuant to California Government Code 53601. The Authority approved the Agreement at its July meeting. The City Treasurer requests approval of the Agreement on behalf of the City.

A copy of the proposed Agreement is attached to the proposed Resolution as Exhibit A.

RESOLUTION NO. 2015-

Adopted by the Sacramento City Council

APPROVING THE JOINT EXERCISE OF POWERS AGREEMENT BETWEEN CITY OF SACRAMENTO AND THE SACRAMENTO PUBLIC LIBRARY AUTHORITY

BACKGROUND

A. In accordance with the Joint Exercise of Powers Act, codified as Government Code sections 6500 through 6599.3, and specifically in accordance with Government Code section 6509.7, the City of Sacramento (the "**City**") and the Sacramento Public Library Authority (the "**Authority**") desire to jointly exercise their common power to invest funds in their treasuries.

B. Specifically, the Authority seeks to invest funds received from the estate of Erin C. Hurst in a separate account that is managed by the City Treasurer in accordance with his City Charter authority.

C. The City and the Authority have prepared a Joint Exercise of Powers Agreement (the "**Agreement**") to implement the Authority's investment. The Agreement sets forth the terms and conditions governing the investment and specifies the fees and reimbursements the Authority will pay to the City as compensation for the City's management of the investment.

D. The Agreement is attached to this resolution as Exhibit A.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The Agreement is hereby approved, and the City Treasurer is hereby authorized to execute the Agreement on behalf of the City and to take all necessary actions to implement its terms.

Section 2. Exhibit A is part of this resolution.

EXHIBIT A

JOINT EXERCISE OF POWERS AGREEMENT

Between

City of Sacramento and the Sacramento Public Library Authority

JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of the month of September, 2015, pursuant to the Joint Exercise of Powers Act, California Government Code sections 6500 *et seq.*, by and between the SACRAMENTO PUBLIC LIBRARY AUTHORITY, a joint powers authority, ("Owner") and the CITY OF SACRAMENTO, a municipal corporation, ("Manager"). Owner and Manager are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS:

A. Owner is a public agency as defined in section 6500 of the California Government Code and has the authority to invest funds in its treasury;

B. Manager is also a public agency as defined in section 6500 of the California Government Code and has the authority to invest funds in its treasury;

C. Pursuant to the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code) and in accordance with section 6509.7 of the California Government Code, Owner and Manager intend to, by this agreement, jointly exercise the common power to invest funds in their treasury; and

D. The purpose of this agreement is to authorize the Manager to invest certain assets of the Owner.

AGREEMENT

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Incorporation of Recitals
   The foregoing recitals are incorporated herein by this reference.

2. Appointment of Manager
   Owner appoints Manager as the investment manager with respect to certain assets set forth in EXHIBIT A, attached hereto and incorporated herein by this reference, which assets are hereinafter referred to as the "Account."

3. Investment in Separate Account
   The Manager shall invest the Account exclusively in a separately managed account created by Manager. Any assets acquired as a result of the investment of the Account shall be the property of the Owner.

4. Investment Standards

The Manager shall invest the Account in accordance with the investment policy of the Owner (hereinafter referred to as "Investment Policy"), more specifically described in Exhibit B, attached hereto and incorporated herein by this reference.

5. Reports to be filed by Manager to Owner

(a) Reports Required
Manager shall file the following reports with Owner:

(i) Appraisal of the Account for the applicable periods, including but not limited to security symbol and name, cost, market value, trade date (purchases and sales), maturity date, and yield which will be included in the City's Monthly Investment Report. The analysis and appraisal shall be conducted in accordance with recognized professional standards and methods customarily employed in Manager's profession.

(ii) With each monthly report, a summary of the assets in the Account, with commentary reflecting Manager's opinion of current and long term investment outlook.

(b) Reporting Intervals
Manager shall file the report required by section 5(a) above with the Owner at the following intervals, except where otherwise specifically indicated:

(i) Monthly, within 30 calendar days of the end of a month. (This report shall outline the status of the investments of the Account).

(c) Filing of Reports
Manager shall file the report required by section 5(a) above by emailing one copy of the report to Owner.

6. Records, Audit
Manager shall maintain the cost and related records as may from time to time be required by Owner.

7. Liability
Manager shall be responsible for management of the Account in accordance with the Library's Investment Policy set forth in EXHIBIT B, and such other instructions as Owner may provide to Manager in writing from time to time, subject to Manager's right to refuse to implement any subsequent instruction which in Manager's reasonable judgment is contrary to the Investment Policy. Manager shall have no responsibility whatsoever for the management of Owner's assets not listed on EXHIBIT A. Manager shall not be responsible or liable for Owner's decisions on whether or not to withdraw or deposit funds from the

Account. Manager shall not be liable for any act, omission or mistake of judgment in the course of, or connected with, the performance of its responsibilities hereunder, except for its own intentional willful misconduct, lack of good faith, gross negligence or failure to follow the Investment Policy. Without limiting the generality of the foregoing, Manager shall not be liable for the selection of particular securities or other short- or long-term investments or investment vehicles for the Account, in the case of market or other fluctuations or factors which cause diminution of the value of the assets in the Account, save to the extent that Manager fails to comply with its obligations under section 53600.3 of the California Government Code.

8. Fiduciary Relationship

Manager shall maintain strict confidence in the financial affairs of Owner, to the extent permitted by law, taking into account Manager's status as a public agency under the California Public Records Act.

9. Time, Manner of Payment, and Amount of Fees

The amount and method of calculation of the fees to be paid to Manager as full compensation for the services rendered under this agreement are set forth in EXHIBIT C, attached hereto and incorporated herein by this reference. The fees shall be due quarterly at the end of each three month period and shall be deducted from the Owner's account within 15 days after Owner's receipt of a bill from Manager.

10. Term of Agreement: Termination

(a) This agreement shall remain in effect until terminated pursuant to section 10(b) below.

(b) This agreement may be terminated by either party at any time, for any reason, by serving a written notice of termination upon the other party at least 30 days prior to the date of termination specified in the notice. Any notice of termination by Owner pursuant to this paragraph shall be issued by the Library Director of the Sacramento Public Library Authority and be served personally or by registered mail upon Manager. Any notice of termination by Manager pursuant to this paragraph, shall be issued by the City Treasurer and be served personally or by registered mail upon Owner. In the event of termination of this agreement at a time other than at the end of a quarterly billing period, Manager shall be entitled to receive the proportionate fee that the number of completed days of actual service bears to the number of days in a quarter.

(c) Upon termination of this agreement, the Account shall be returned to the Owner.

11. General Provisions

The general provisions set forth below are part of this agreement. In the event of any inconsistency between the general provisions and any other term or condition of this agreement, the other term or condition shall control.

(a) Independent Contractor
Under this agreement, Manager is an independent contractor and no relationship of employer-employee exists between the parties. As an independent contractor, Manager holds Owner harmless from any and all claims that may be made against Owner based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

(b) Licenses; Permits. etc.
Manager represents and warrants that it has all licenses, permits, qualifications and approvals of whatsoever nature, which are legally required for Manager to provide the services under this agreement. Manager represents and warrants that it shall, at its sole cost and expense, keep in effect at all times during the term of this agreement any license, permits and approvals which are legally required for it provide the services under this agreement.

(c) Time
Manager shall devote such time to the performance of services pursuant to this agreement as may be reasonably necessary for satisfactory performance of its obligations hereunder.

(d) Notice
Except as otherwise specified herein, all notices, requests, demands, or other communications required or permitted under this agreement shall be in writing and shall be deemed to have been served on the Party to whom notice is to be given on (i) the date of service, if served personally at or by facsimile transmission to the Party's address provided below, (ii) the first business day after mailing, if mailed by an overnight courier service, such as Federal Express or U.S. Express Mail, postage prepaid, to the Party's address provided below, or (iii) the third day after mailing, if mailed by first-class mail, registered or certified, postage prepaid, addressed to the Party's address provided below.

The Parties' addresses are as follows:

To Owner: Library Director
Sacramento Public Library Authority
828 I Street
Sacramento, California 95814
Telephone: (916) 264-2830
Facsimile: (916) 264-2755

To Manager: City Treasurer's Office
Historic City Hall
915 I Street, Third Floor
Sacramento, CA 95814
Telephone: (916) 808-5168
Facsimile: (916) 808-5171

(e) Manager Not Agent
Except in carrying out its investment duties under this agreement, Manager shall have no authority, express or implied, to act on behalf of Owner in any capacity whatsoever as its agent.

(f) Standard of Performance
Subject to the provisions of section 4 of this Agreement, Manager shall perform all services required pursuant to this agreement in the manner and according to the standards observed by a competent practitioner of the investment counseling profession. All products of any nature that Manager delivers to Owner pursuant to this agreement shall be prepared in a substantial, first-class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in the investment counseling profession.

(g) Privileges and immunities: exemptions; benefits
Pursuant to section 6513 of the California Government Code, all privileges and immunities that apply to the activity of officers, agents or employees of the Parties shall apply to such officers, agents or employees to the same degree and extent while they are engaged in the performance of functions and duties pursuant to this agreement.

(h) Amendments
This agreement may only be amended by the affirmative vote of the legislative or other governing bodies of the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Joint Exercise of Powers Agreement on the date first above written.

SACRAMENTO PUBLIC LIBRARY AUTHORITY

By:_____
Rivkah K. Sass
Library Director

APPROVED TO AS FORM:

_____
Authority Counsel

CITY OF SACRAMENTO
A Municipal Corporation

By:_____
Russell Fehr
City Treasurer

APPROVED TO AS FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

EXHIBIT A

The initial asset in the account is $__ million in cash.

EXHIBIT B

AUTHORITY INVESTMENT POLICY

EXHIBIT C

The Manager's compensation is a $5,000 annual flat fee billed quarterly in equal installments, and the recovery of banking fees not to exceed $150 annually.

City of SACRAMENTO 03
City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00189

Title: Amendment of Ground Lease with Sacramento Chrysler Jeep Dodge Ram (City Agreement No. 2014-0091) [Adjourned from 10/06/2015]

Location: District 2

Recommendation: Pass a Motion authorizing the City Manager or his designee to execute the Amendment of Ground Lease by which North Sacramento CJD, LLC (Chrysler Jeep Dodge Ram Dealership) assigns the Ground Lease to YPD Sacramento CJDR, LLC.

Contact: Sabrina Tefft, Project Manager, (916) 808-3789, Economic Development Department

Presenter: None

Department: Economic Development Dept

Division: Citywide Development

Dept ID:

Attachments:

1-Description/Analysis

2-Assignment of Ground Lease

3-Ground Lease

City Attorney Review

Approved as to Form
Joseph Cerullo
9/23/2015 7:22:42 PM

Approvals/Acknowledgements

Department Director or Designee: Larry Burkhardt - 9/17/2015 2:51:28 PM

Description/Analysis

Issue Detail: In April 2014, North Sacramento CJD was the owner of Sacramento Chrysler Dodge Jeep Ram, located at 3610 Fulton Avenue, and it leased an adjacent 2.787-acre parcel from the City for use in storing inventory (City Agreement No. 2014-0091). North Sacramento CJD recently merged with Potamkin Automotive to form a new company, YPD Sacramento CJDR, and then assigned the lease to it. North Sacramento CJD and YPD Sacramento CJDR ask that the City consent to the assignment and corresponding lease amendment.

Policy Considerations: The proposed lease amendment is consistent with the City's adopted 2013 Strategic Economic Development Plan and the City Council's goal of expanding economic development throughout the city. Consent to the assignment and lease amendment will help YPD Sacramento CJDR increase sales volumes and service delivery, which will generate additional sales-tax revenue.

Economic Impacts: None.

Environmental Considerations: Approval of the assignment and lease amendment is not a "project" subject to the California Environmental Quality Act (CEQA) because it (a) has no potential to cause a significant effect on the environment and (b) pertains to continuing administrative activities that are exempt from review. (14 Cal. Code Regs. §§ 15061(b)(3) and 15378(b)(2).)

Sustainability: The operation of an automobile dealership is an appropriate use for this environmentally remediated highway-commercial site.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Section 12(a) of City Agreement No. 2014-0091 allows North Sacramento CJD to assign the lease with the City's written consent. Consenting to the assignment will allow YPD Sacramento CJDR to conduct business related to the operation of its automobile dealership, as well as related ancillary uses such as repairing, storing, maintaining, and painting automobiles. Additionally, the ability to increase inventory by using the leased site will support efforts to increase sales volume and service delivery.

Financial Considerations: The lease generates revenue of $7,300 per month for the City, and the rental rate will be periodically adjusted using the Consumer Price Index during the lease's 25-year initial term and its two 10-year extension options. The assignment will have no impact on the lease payments.

The lease payments are applied toward the repayment of the 2006 Series B Capital Improvement Revenue Bond, reducing the General Fund debt-service requirement by $87,600 annually.

Local Business Enterprise (LBE): Not applicable.

ASSIGNMENT OF GROUND LEASE

This Assignment of Ground Lease, dated September 16, 2014 (the "Effective Date"), is between NORTH SACRAMENTO CJD, LLC, a California limited-liability company ("Assignor"); YPD SACRAMENTO CJDR, LLC a Delaware limited-liability company ("Assignee"); and the CITY OF SACRAMENTO, a California municipal corporation (the "City").

Background

Assignor as tenant and the City as landlord have entered into a Ground Lease dated April 17, 2014, for reference (the "Lease") with respect to approximately 2.787 acres in the City of Sacramento, as more particularly described in the Lease. A correct copy of the Lease is attached to this assignment as "Exhibit A."

Assignor desires to assign all of its rights and obligations under the Lease to Assignee, and Assignee is willing to accept such assignment and assume the Assignee's obligations under the Lease. The City is willing to agree to the assignment and assumption of the Lease.

With these background facts in mind, the parties hereby agree as follows:

1. **Assignment and Assumption of Ground Lease.** As of the Effective Date, Assignor hereby assigns, conveys, transfers, and sets over to Assignee all of Assignor's right, title, and interest in, to, and under the Lease. Assignee hereby assumes and agrees to perform, fulfill, and comply with all covenants, terms, conditions, and obligations to be performed, fulfilled, or complied with by the Tenant under the Lease arising from and after the Effective Date.

2. **Indemnification.** Assignee shall indemnify Assignor against and hold Assignor harmless from any and all cost, liability, loss, damage, or expense, including but not limited to reasonable attorney's fees, originating on or after the Effective Date and arising out of Assignee's obligations under the Lease. Assignor shall indemnify Assignee against and hold Assignee harmless from any and all cost, liability, loss, damage, or expense, including but not limited to reasonable attorney's fees, originating before the Effective Date and arising out of Assignor's obligations under the Lease.

3. **Consent of the City.** The City hereby consents to this assignment. As of the Effective Date, the City shall look to Assignor under the terms of the Lease with respect to any performance obligations relating to, or arising out of, the Lease that occurred before the Effective Date. The City shall look to Assignee under the terms of the Lease with respect to any performance obligations relating to, or arising out of, the Lease that occur on or after the Effective Date.

4. **Binding Effect.** This assignment binds and inures to the benefit of the parties' successors and assigns.

5. **Notices.** As of the Effective Date, all notices under the Lease must be addressed as follows:

If notice is to Assignor:

North Sacramento CJD, LLC
10320 Placer Lane
Sacramento, CA 95827
Attention: CFO

with a copy to

Kay & Merkle, LLP
100 The Embarcadero, Penthouse
San Francisco, CA 95827
Attention: Bruce Bercovich, Esq.

If notice is to the City:

City of Sacramento
Economic Development Department
915 I Street, Third Floor
Mail Station 18000
Sacramento, California 95814
Attention: Jim Rinehart, Director

with a copy to

City of Sacramento
Facilities & Real Property
Management
915 I Street, 2nd Floor
Sacramento, CA 95814
Attention: Facilities & Real Property
Superintendent

If notice is to Assignee:

YPD Sacramento CJDR, LLC
c/o Potamkin Automotive Group
6200 NW 167th Street, Building B
Miami Lakes, Florida 33014
Attn: Mr. Barry Frieder

With a copy to

The Potamkin Companies
130 Spruce Street, Suite 30-B
Philadelphia, PA 16106
Attn: John Hickey, Esq.

6. **Governing Law**. This assignment is to be interpreted and applied in accordance with California Law. Exhibit A is part of this Assignment

7. **Counterparts.** The parties may execute this assignment in counterparts, each of which will be considered an original, but all of which will constitute the same assignment.

8. **Survival.** This assignment will survive the closing of the transaction by which Assignee acquires all of Assignor's rights and obligations under the Lease.

North Sacramento CJD, LLC

By:_____
Signature

Joshua Ratner
Print Name

Vice President
Title

Dated: September 16, 2014

YPD Sacramento CJDR, LLC

By:_____
Signature

_____
Print Name

_____
Title

Dated:_____, 2014

City of Sacramento

By:_____
John Shirey, City Manager

Dated:_____, 2014

Attest:
Sacramento City Clerk

By:_____

Recommended for Approval

By:_____
Larry Burkhardt, Director
Economic Development Department

Approved as to Form
Sacramento City Attorney

By:_____
Joseph Cerullo, Jr.
Senior Deputy City Attorney

EXHIBIT A

GROUND LEASE

(To be attached)

No fee required, as recording benefits the City of Sacramento, a government entity (Gov. Code, §§ 6103 & 27383).

When recorded, return document to—

Office of the City Clerk
New City Hall
915 "I" Street, Fifth Floor
Sacramento, CA 95814

Sacramento County Recorder
David Villanueva, Clerk/Recorder
BOOK 20140528 PAGE 0480
Wednesday, MAY 28, 2014 11:33:24 AM
Ttl Pd $0.00 Rcpt # 0008221692
ARR/26/1-68

MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease, dated April 17, 2014, for reference, is between the CITY OF SACRAMENTO, a California municipal corporation ("**Landlord**"); and NORTH SACRAMENTO CJD, LLC, a California limited-liability company ("**Tenant**"). Landlord and Tenant hereby give notice of their Ground Lease, dated April 17, 2014 (the "**Lease**"), which contains the following provisions, among others:

1. **Premises.** The "Premises" that are subject to the Lease consists of approximately 2.787 acres owned by Landlord, as described and depicted in Exhibit A attached to this Memorandum of Ground Lease.

2. **Initial Term.** The Lease has an "Initial Term" of 25 years that begins on the Lease's "Effective Date."

3. **Extended Terms.** Tenant has the right to extend the term of the Lease for two successive 10-year terms (the "First Extended Term" and the "Second Extended Term"). To exercise this right, Tenant must give Landlord a written notice of extension in the manner required no later than 180 days before the term then in effect expires.

4. **Addresses.** Landlord's mailing address is City Manager, City of Sacramento, 915 "I" Street, Fifth Floor, Sacramento, CA 95814. Tenant's mailing address is Chief Financial Officer, North Sacramento CJD, LLC, 516 Gibson Drive, Suite 290, Roseville, California 95678.

5. **Other Provisions.** The rental for the Premises and all other terms and conditions are as set forth in the Lease, which is incorporated into this Memorandum of Ground Lease by reference. This Memorandum of Ground Lease is for informational purposes only. It does not modify or otherwise affect any of the terms and conditions of the Lease.

(*Signature Page Follows*)

Lease unrecorded
Ground Lease is
attached in Exhibit A.

2014-0398
Title: Fulton Avenue at Business 80
Other Party: North Sacramento CJD, LLC

City of Sacramento

By: _____

John Dangberg, Assistant City Manager
For: John F. Shirey, City Manager

Recommended for Approval

By: _____
James R. Rinehart, Director
Economic Development Department

Approved as to Form
Sacramento City Attorney

By: _____
Joseph Cerullo Jr.
Senior Deputy City Attorney

Attest:
Sacramento City Clerk

By: _____
5-16-14

North Sacramento CJD, LLC

By: _____
Pablo Zegarra, Chief Financial Officer
Dated: 03/21, 2014

Approved as to Form
Kay & Merkle, LLP

By: _____
W. Bruce Bercovich
Attorneys for Sacramento K, LLC

STATE OF CALIFORNIA }
COUNTY OF Sacramento }

On May 28, 2014 before me, Ilee Muller, a notary public personally appeared John Dangberg who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

ILEE MULLER
Commission # 1905071
Notary Public - California
Sacramento County
My Comm. Expires Sep 23, 2014

(Seal)

STATE OF CALIFORNIA }
COUNTY OF Sacramento }

On May 23, 2014 before me, H. Charlety, a notary public personally appeared James R. Rinehart, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

H. CHARLETY
Commission # 1997868
Notary Public - California
Sacramento County
My Comm. Expires Nov 11, 2016

(Seal)

STATE OF CALIFORNIA }
COUNTY OF Sacramento }

On May 23, 2014 before me, H. Charlety, a notary public personally appeared Joseph Cerullo, Jr., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

H. CHARLETY
Commission # 1997868
Notary Public - California
Sacramento County
My Comm. Expires Nov 11, 2016

Signature H Charlety

(Seal)

STATE OF CALIFORNIA }
COUNTY OF PLACER }

On March 21, 2014 before me, MATT McGOLDRICK, a notary public personally appeared Pablo Zegarra, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

MATT MCGOLDRICK
Commission # 1960437
Notary Public - California
Placer County
My Comm. Expires Dec 14, 2015

Signature Matt McGoldrick

(Seal)

STATE OF CALIFORNIA }
COUNTY OF SAN FRANCISCO }

On March 20, 2014 before me, Patricia M. Gallia, a notary public personally appeared W. Bruce Bercovich, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Patricia M. Gallia

PATRICIA M. GALLIA
Commission # 1896251
Notary Public - California
Contra Costa County
My Comm. Expires Jul 22, 2014

(Seal)

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____, 2014, before me, _____, Notary Public, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument 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 on behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

Memorandum of Ground Lease
City of Sacramento and North Sacramento CJD, LLC

Exhibit A
Description of the Property

Being a portion of Parcel B as shown and so designated on that certain Parcel Map entitled "Haggin Oaks" filed for record in Book 207 of Parcel Maps, at Page 9, Sacramento County Records situate in Sections 26 and 31 of Rancho Del Paso, City of Sacramento, County of Sacramento, State of California, said property being more particularly described as follows:

Beginning at a point on the west line of said Parcel B from which a 3/4 inch iron pipe with cap stamped L.S. 7944 marking the most southerly corner of said Parcel B bears South°13°32'50"°East a distance of 67.26 feet; thence from said **POINT OF BEGINNING** coincident with said westerly line of Parcel B, North 13°32'50" West a distance of 214.20 feet to a found 3/4 inch iron pipe with cap stamped L.S. 7944 marking an angle point in said west line of Parcel B; thence coincident with the prolongation of said westerly line of Parcel B, North 13°32'50" West a distance of 47.73 feet to the centerline of Rapton Lane as shown on said Parcel Map; thence coincident with said centerline of Rapton Lane for the following 3 arcs, courses and distances:

1. from a radial line which bears South 16°10'02" East, 181.26 feet along the arc of a non-tangent 1965.00 foot radius curve to the left through a central angle of 05°17'07" to a found 1-1/2 inch long by 1/4 inch diameter mag nail tagged L.S. 7944 marking the point of compound curvature;
2. 88.30 feet along the arc of a tangent 365.00 foot radius curve to the left through a central angle of 13°51'42" to a found 1-1/2 inch long by 1/4 inch diameter mag nail tagged L.S. 7944; and
3. North 54°41'09" East a distance of 72.63 feet to a found 1-1/4 inch iron pipe with cap stamped L.S. 7944 marking the intersection with the east line of said Parcel B;

thence leaving said centerline of Rapton Lane, coincident with the east line of Parcel B, South 35°18'51" East a distance of 238.68 feet to the intersection with the multi-purpose easement line as shown on said Parcel Map; thence leaving said east line of Parcel B, coincident with the multi-purpose easement line, South 11°31'43" West a distance of 143.22 feet to the south line of said Parcel B; thence coincident with said south line of Parcel B, from a radial line which bears South 24°16'32" East, 243.14 feet along the arc of a non-tangent 2750.00 foot radius curve to the right through a central angle of 05°03'56; thence leaving the south line of Parcel B, North 20°47'02" West a distance of 58.46 feet; thence South 76°27'10" West a distance of 112.91 feet to the Point of Beginning.

Containing 2.787 acres of land, more or less.

See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.

The Basis of Bearings for this description is California State Plane Coordinate System, Zone 2, NAD'83, as measured between GPS Station "G3709", and GPS Station "G3810 as shown and so designated on that certain Record of Survey entitled "Record of Survey GPS Static Survey" filed

1518.009
04/21/11
CES

for record in Book 63 of Surveys, at Page 29, Sacramento County Records. Said bearing is North 61°25'55" East. Distances shown are ground based.

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2011

Date: 4/21/11

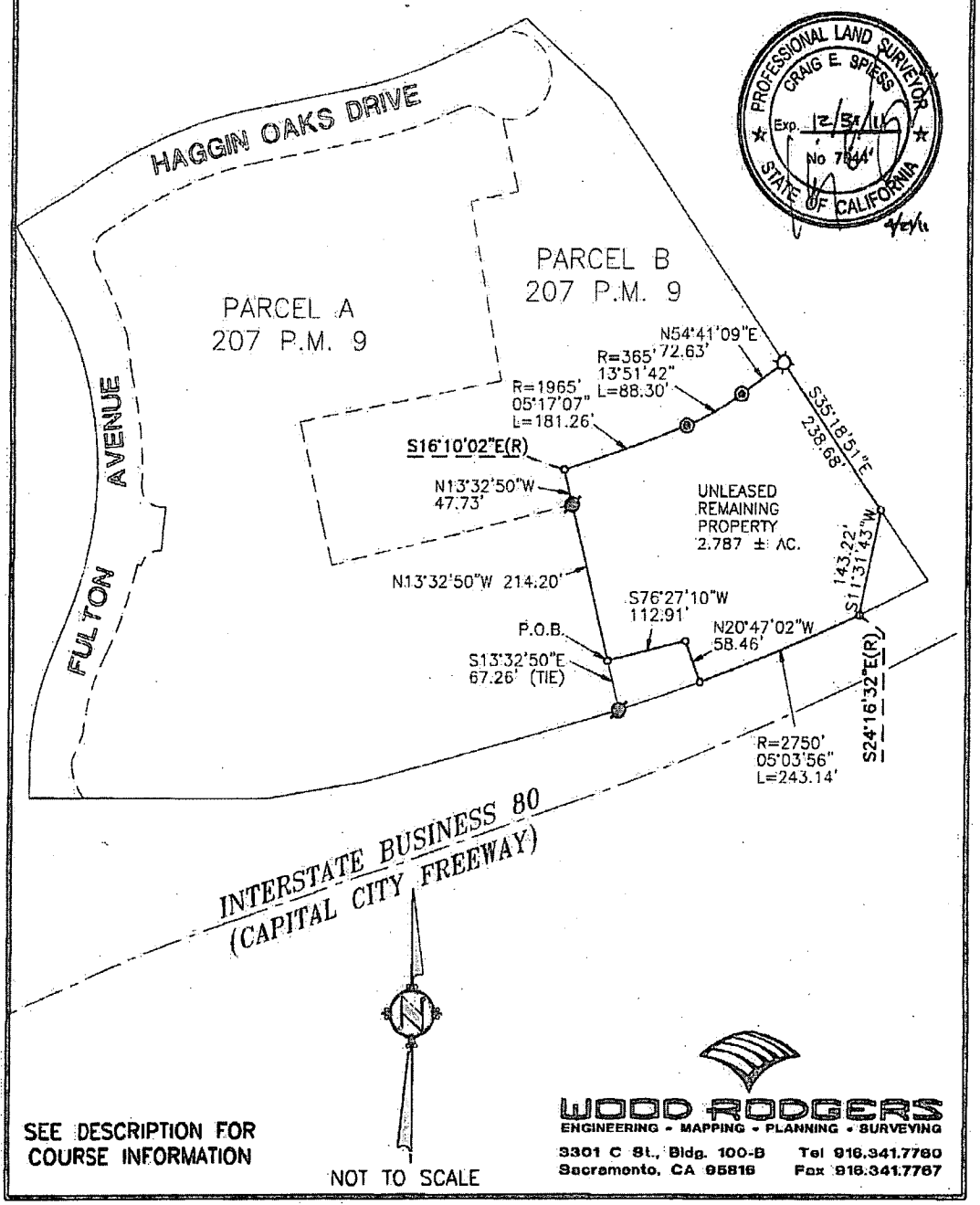
PROFESSIONAL LAND SURVEYOR
CRAIG E. SPIESS
Exp. 12/31/11
No. 7944
STATE OF CALIFORNIA

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

PLAT TO ACCOMPANY DESCRIPTION

HAGGIN OAKS
PORTION OF PARCEL B – 207 P.M. 9

CITY OF SACRAMENTO
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



PROFESSIONAL LAND SURVEYOR
CRAIG E. SPIESS
Exp. 12/31/11
No 7944
STATE OF CALIFORNIA
4/21/11

SEE DESCRIPTION FOR COURSE INFORMATION

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

Exhibit B

Ground Lease

City of Sacramento and North Sacramento CJD, LLC

Assessor's Parcel Number 254-0310-004
Fulton Avenue at Business 80
Sacramento, California
(±2.787 acres)

April 17, 2014

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EXHIBITS TO GROUND LEASE

Exhibit A Description of the Property
Exhibit B Description of the 21-acre Parcel Leased to Sacramento Trapshooting Club
Exhibit C Form of Non-disturbance Agreement

GROUND LEASE

This Ground Lease, dated April 17, 2014, for reference, is between the CITY OF SACRAMENTO, a California municipal corporation ("**Landlord**"); and NORTH SACRAMENTO CJD, LLC, a California limited-liability company ("**Tenant**").

Background

Landlord owns in fee the real property described in Exhibit A, comprising approximately 2.787 acres (the "**Property**"). Until 2004, the Property was part of a 21-acre parcel, depicted in Exhibit B, that Landlord leased to the Sacramento Trapshooting Club, which for nearly 80 years used the parcel as a shooting range. After the club's lease expired, Landlord remediated the 21-acre parcel (to remove lead, arsenic, and polynuclear aromatic hydrocarbons) in accordance with California law and subject to supervision by the County of Sacramento Environmental Management Department. The approved remediation actions—set out in a Final Response Plan dated February 21, 2007, and a Final Implementation Plan dated March 14, 2007 (collectively, the "**Remediation Plan**")—required Landlord to excavate the contaminated soil from the 21-Acre Parcel; to consolidate the excavated soil on the eastern side of the 21-Acre Parcel; and to cap the consolidated soil with a fabric membrane, twenty inches of clean soil, four inches of aggregate base, and four inches of asphalt concrete (the "**Impermeable Cap**").

When the remediation actions described above were completed in accordance with the Remediation Plan, the City and the County of Sacramento Environmental Management Department entered into two agreements: a *Maintenance Agreement* for the Impermeable Cap (City Agreement No. 2008-1001), which was recorded with the Sacramento County Clerk/Recorder in Book 20081218, Page 0870, of Official Records; and a *Covenant to Restrict Use of Property – Environmental Restriction* (City Agreement No. 2008-1002), which was recorded with the Sacramento County Clerk/Recorder in Book 20081218, Page 0871, of Official Records (collectively, the "**Remediation Agreements**").

Concurrently with the remediation actions described above, Landlord developed the 21-acre parcel for commercial use, taking the following steps: Landlord (1) certified an environmental-impact report that studied the effects of remediating and developing the 21-Acre Parcel; (2) reconfigured the 21-Acre Parcel into two legal parcels as depicted in Exhibit B, with one parcel north of the centerline of Rapton Lane and one south of the centerline; (3) changed the zoning designation of the 21-Acre Parcel to C-4 (Heavy Commercial Zone); and (4) approved a planned-unit development that allows the sale of new and used automobiles on the 21-Acre Parcel.

In June 2007, under City Agreement No. 2007-0555 (dated June 5, 2007), Landlord leased the entire 21-acre parcel to Rapton Investment Group, LLC ("**Rapton**"), which developed the northern half as a Honda Dealership. In October 2010, Rapton relinquished its lease on the southern half of the 21-acre parcel, which includes the Property. In May 2011, under City Agreement No. 2011-0249 (dated February 22, 2011), Landlord sold the western 5.119 acres of the southern half to Chrysler

Group Realty Company LLC ("**Chrysler**"), and Chrysler subsequently constructed an automobile dealership on the 5.119 acres.

Tenant desires to lease the Property, which is adjacent to the eastern side of Chrysler's 5.119 acres, for the purposes of conducting operations related to automobile sales, including construction and operation of an automobile dealership and related ancillary uses such as retail selling of merchandise related to automobiles and storing, maintaining, repairing, and painting automobiles. The Sacramento City Council, in turn, desires to lease the Property to Tenant for those purposes.

With these background facts in mind, the parties hereby agree as follows:

1. Definitions. This section defines the terms "Effective Date," "Premises," "Improvements," "include," "Motor Vehicles," "Sole Discretion," and "Sole Judgment." Other terms are defined in the provisions where they first appear.

(a) "**Effective Date**" means the date as of which both Landlord and Tenant have signed this lease, as indicated by the dates in the signature blocks below.

(b) "**Premises**" means all of the following: the Property, all rights and easements appurtenant to the Property, and the portion of the Impermeable Cap that is on the Property. Unless expressly provided otherwise, "Premises" does not mean Improvements (see Section 1(c)), regardless of whether the Improvements are considered affixed to, and part of, the Property. The Premises are burdened by the following easements:

(1) A non-exclusive easement granted to Rapton by the document recorded with the Sacramento County Clerk/Recorder on January 3, 2014, in Book 20140103, Page 189, of Official Records. This easement is for purposes of ingress and egress, excluding the parking of vehicles, between Fulton Avenue and the 0.14-acre triangular parcel at the southeast corner of the Property, and for purposes of constructing, installing, using, repairing, replacing, rehabilitating, and maintaining underground private utilities that serve the 0.14-acre parcel (e.g., electrical lines and telecommunication lines, including fiber-optic cable and related facilities). It runs along the eastern border of the Property, where it is 20 feet wide, and along the northern border of the Property, where it is coextensive with the south half of Rapton Lane.

(2) An easement granted to Chrysler by the document recorded with the Sacramento County Clerk/Recorder on May 27, 2011, in Book 20110527, Page 1380, of Official Records. This easement is for the use, repair, rehabilitation, and maintenance of the private roadway known as Rapton Lane, together with associated uses (excluding parking).

(3) An easement granted to Rapton by the document recorded with the Sacramento County Clerk/Recorder on January 3, 2014, in Book 20140103, Page 189, of Official Records. This easement is coextensive with the south half of Rapton Lane and is for the purposes of constructing, installing, using, repairing, replacing, rehabilitating, and maintaining the private roadway known as Rapton Lane and related appurtenances, but excluding the parking of vehicles, together with associated private uses (e.g., constructing, installing, using, repairing, replacing, rehabilitating, and maintaining underground pipelines, conduits, and related facilities and equipment needed to provide private utility services such as water, sewer, storm-drainage, electricity, gas, and telecommunications).

(4) All other easements of record.

(c) "**Improvements**" means all buildings, landscaping, lighting, related structures, and other appropriate features that Tenant or an assignee or subtenant of Tenant constructs or causes to be constructed on the Premises in accordance with Section 6 for the purpose of conducting operations related to a Motor Vehicles dealership. "Improvements" does not mean furniture, fixtures, equipment, or other personal property of Tenant or any assignee or subtenant of Tenant. The dealership may include a vehicle-repair-and-maintenance facility, a car wash, a body-repair shop, and as many as two above-ground fuel-storage tanks (or, alternatively, a single fueling station with two above-ground fuel-storage tanks). In addition, the dealership may include any other lawful use that is reasonably related to the permitted uses of the Premises set forth in Section 4 and any other uses that Landlord approves in writing; Landlord shall not withhold, condition, or delay its approval unreasonably.

(d) The verb "**include**" and its variants are terms of enlargement rather than of limitation. For example, "includes" means "includes but not limited to," and "including" means "including but not limited to."

(e) "**Motor Vehicles**" means one or more of the following: cars, vans, mini-vans, sport-utility vehicles, and pickup trucks.

(f) "**Sole Discretion**" and "**Sole Judgment**" mean that the party exercising discretion or judgment may do so based solely on its own assessment of its own interests and without considering how its decision affects the other party.

2. Lease of Premises and Term of Lease

(a) **Lease of Premises.** Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, subject to existing easements and on the terms and conditions set forth in this lease.

(b) **Term of Lease**

(1) *Initial Term.* The initial term of this lease begins on the Effective Date and ends 25 years after the Effective Date (the "**Initial Term**").

(2) *First Extended Term.* Upon expiration of the Initial Term, Tenant will have the right to extend this lease for an additional 10 years (the "**First Extended Term**"). The First Extended Term will be upon the same terms and conditions that applied during the Initial Term, except as otherwise provided. To exercise this right, Tenant must give Landlord a written notice of extension no later than 180 days before the Initial Term expires.

(3) *Second Extended Term.* Upon expiration of the First Extended Term, Tenant will have the right to extend this lease for an additional 10 years (the "**Second Extended Term**"). The Second Extended Term will be upon the same terms and conditions that applied during the Initial Term, except as otherwise provided. To exercise this right, Tenant must give Landlord a written notice of extension no later than 180 days before the First Extended Term expires.

(4) *Landlord Notice to Tenant.* If Tenant fails to give the required written notice of extension for either the First Extended Term or the Second Extended Term within the time allowed, then Landlord shall give Tenant a written notice of the failure to give the notice of extension, and Tenant will then have 30 additional days after receiving the notice within which to give the applicable notice of extension to Landlord. If Tenant fails to give a written extension notice to Landlord within the additional 30 days, then Tenant will be considered to have elected not to extend the term of this lease, and thereafter Tenant will have no right to extend the term.

(c) **Expiration of Lease; Holding Over.** This lease expires automatically at the end of the Initial Term unless extended in accordance with Section 2(b)(2). If this lease is extended under Section 2(b)(2), then it expires automatically at the end of the First Extended Term unless extended in accordance with Section 2(b)(3). If this lease is extended under Section 2(b)(3), then it expires automatically at the end of the Second Extended Term. Any holding over after expiration will not constitute a renewal of this lease but will be on a month-to-month tenancy on the same terms and conditions that applied at expiration.

(d) **Status of Title.** Title to the leasehold estate created by this lease is subject to all exceptions, easements, rights, rights of way, and other matters of record existing as of the Effective Date. In addition, title to the leasehold estate is subject to, and subordinate to, all easements, rights of entry, rights-of-way, and other rights and

interests that may subsequently be required by governmental agencies other than Landlord as a condition for approving construction of the Improvements.

3. Rent.

(a) **Amount of Monthly Rent.** As rental for use and occupancy of the Premises, Tenant shall pay Landlord monthly rental in accordance with the following; beginning on the Effective Date ("**Monthly Rent**"):

(1) *Years 1 through 10*. For the first 10 years of the Initial Term, Monthly Rent will be $7,300.

(2) *Years 11 through 15*. For years 11 through 15 of the Initial Term, Monthly Rent will be an amount equal to $7,300 adjusted at the end of year 10 using the CPI for All Urban Consumers, San Francisco-Oakland-San Jose, All Items (not seasonally adjusted; 1982-84 = 100 reference base) (the "**CPI**"), except as follows: if the CPI results in an amount less than $7,300, then Monthly Rent remains at $7,300 for years 11 through 15; and if the CPI results in an amount greater than $8,030, then Monthly Rent for years 11 through 15 will be $8,030. To calculate the adjustment required by this Section 3(a)(2), multiply $7,300 by a fraction with a numerator equal to the CPI for February 2024 and a denominator equal to the CPI for February 2014.

(3) *Years 16 through 20*. For years 16 through 20 of the Initial Term, Monthly Rent will be an amount equal to $7,300 adjusted at the end of year 15 using the CPI, except as follows: if the CPI results in an amount less than $8,030, then Monthly Rent will be $8,030 for years 16 through 20; and if the CPI results in an amount greater than $8,833, then the Monthly Rent for years 16 through 20 will be $8,833. To calculate the adjustment required by this Section 3(a)(3), multiply $7,300 by a fraction with a numerator equal to the CPI for February 2029 and a denominator equal to the CPI for February 2014.

(4) *Years 21 through 25*. For years 21 through 25 of the Initial Term, Monthly Rent will be an amount equal to $7,300 adjusted at the end of year 20 using the CPI, except as follows: if the CPI results in an amount less than $8,833, then Monthly Rent will be $8,833 for years 21 through 25; and if the CPI results in an amount greater than $9,716, then the Monthly Rent for years 21 through 25 will be $9,716. To calculate the adjustment required by this Section 3(a)(4), multiply $7,300 by a fraction with a numerator equal to the CPI for February 2034 and a denominator equal to the CPI for February 2014.

(5) *First Extended Term*. For the First Extended Term, Monthly Rent will be an amount equal to $7,300 adjusted at the end of year 25 using the CPI, except as follows: if the CPI results in an amount less than $9,716, then Monthly Rent

will be $9,716 for the First Extended Term; and if the CPI results in an amount greater than $11,659, then Monthly Rent for the First Extended Term will be $11,659. To calculate the adjustment required by this Section 3(a)(5), multiply $7,300 by a fraction with a numerator equal to the CPI for February 2039 and a denominator equal to the CPI for February 2014.

(6) *Second Extended Term*. For the Second Extended Term, Monthly Rent will be an amount equal to $7,300 adjusted at the end of year 35 using the CPI, except as follows: if the CPI results in an amount less than $11,659, then Monthly Rent will be $11,659 for the Second Extended Term; and if the CPI results in an amount greater than $13,991, then Monthly Rent for the Second Extended Term will be $13,991. To calculate the adjustment required by this Section 3(a)(6), multiply $7,300 by a fraction with a numerator equal to the CPI for February 2049 and a denominator equal to the CPI for February 2014.

(b) **Due Date for Monthly Rent.** Monthly Rent is due and payable on the first day of each calendar month at the address set forth for Landlord in Section 15(b).

(c) **Proration of Monthly Rent.** If the Effective Date is a day other than the first day of a calendar month, then the first month's payment of Monthly Rent will be prorated. If the Initial Term ends on a day other than the last day of a calendar month, then the last month's payment of Monthly Rent will be prorated.

4. Use of Premises

(a) **Permitted Uses.** Tenant may use the Premises solely for the purposes of constructing, maintaining, repairing, replacing, and operating the Improvements. As used in this Section 4(a), the phrase "operating the Improvements" includes the selling, leasing, servicing, storing, and repairing (including painting) of Motor Vehicles; it also includes, as an ancillary business in conjunction with the primary business of selling, leasing, servicing, storing, and repairing Motor Vehicles, the selling, leasing, servicing, storing, and repairing of vehicles and equipment such as motorcycles, all-terrain vehicles, snowmobiles, and personal watercraft. Any violation of this Section 4(a) that continues beyond all applicable notice-and-cure periods will constitute a breach of this lease.

(b) **Compliance with Laws.**

(1) In using and occupying the Premises, Tenant shall comply, at no cost to Landlord, with all valid and applicable statutes, ordinances, regulations, rules, and orders that concern the Premises or the Improvements and are enacted, promulgated, or issued by any federal, state, or local governmental entity with jurisdiction over the Premises or the Improvements, whether those statutes, ordinances, regulations, rules, and orders are in force when the

Initial Term begins or are later enacted, promulgated, or issued, except as otherwise provided in Section 9. Without limiting the generality of the previous sentence, Tenant shall construct, maintain, repair, replace, and operate the Improvements in substantial compliance with—

(A) all provisions of the Americans with Disabilities Act of 1990 and any similar law that are in effect on or after the date the Initial Term begins;

(B) the requirements of any board of fire underwriters or similar body that are in effect on or after the date the Initial Term begins; and

(C) any certificate of occupancy or other official direction issued by a governmental agency with jurisdiction over the Premises (including Landlord acting in a governmental capacity).

(2) At its Sole Discretion and at no cost to Landlord, Tenant may institute appropriate legal proceedings to contest, in good faith, the validity or applicability of any statute, ordinance, regulation, rule, or order that concerns the Premises or the Improvements. Tenant may do this in its own name or, if appropriate or required, in the names of both Tenant and Landlord. Tenant shall protect the Premises, the Improvements, and Landlord from Tenant's failure to comply with the contested statute, ordinance, regulation, rule, or order during the contest.

(3) Tenant shall indemnify, defend (with attorneys reasonably acceptable to Landlord), protect, and hold Landlord and Landlord's elected officials, appointed officials, officers, employees, agents, and property (including the Premises) harmless from and against all liabilities, claims, demands, damages, fines, penalties, judgments, settlements, and costs (including reasonable attorneys' fees and litigation costs through final resolution on appeal, whether for the Landlord's outside counsel or the Sacramento City Attorney) that arise from Tenant's failure to perform as this Section 4(b) requires.

(4) If any license, permit, or other governmental authorization is required for the lawful use or occupancy of all or any portion of the Premises, then Tenant shall obtain and maintain it while this lease is in effect.

(5) Either of the following will be conclusive between Landlord and Tenant and will constitute grounds for Landlord's termination of this lease under Section 13(b)(1) if not corrected within a reasonable time: the final judgment of any court with jurisdiction that Tenant has violated such a statute, ordinance, regulation, rule, or order; or Tenant's admission, in a proceeding brought against Tenant by any governmental entity, that Tenant has violated such a statute, ordinance, regulation, rule, or order.

(c) **Prohibited Uses.** Tenant shall not use or permit the Premises to be used in any way that violates this lease or any valid and applicable statute, ordinance, regulation, rule, or order of any federal, state, or local governmental entity. Tenant shall not maintain or commit, or permit the maintenance or commission of, any public or private nuisance as defined by any law applicable to the Premises on or after the Effective Date. Tenant shall not install and maintain a below-ground fuel-storage tank on the Premises. Tenant shall not undertake or permit any activity that damages the Impermeable Cap on the Premises or violates the Remediation Agreements.

(d) **Signage; Landlord's Approval Required.** Tenant shall not install or maintain on the Premises or on the Improvements any billboards or advertising signs, except as follows:

(1) Tenant may install and maintain those billboards and advertising signs that Landlord approves in writing while acting in its governmental capacity in accordance with its zoning or sign ordinances.

(2) Tenant may construct, maintain, repair, and operate one freeway pole sign displaying the name and logo of the dealership operating at the Premises, subject only to obtaining all necessary permits from the appropriate governmental entities (including Landlord acting in a governmental capacity).

(e) **Reserved Access Rights.** Landlord reserves to itself and to its lessees and successors in interest the right to enter the Premises for the following purposes: to use (excluding parking), repair, rehabilitate, and maintain the portion of the private roadway known as Rapton Lane that is on the Property; to access the digital-billboard site located adjacent to the southwest corner of the Property; and to repair, replace, rehabilitate, and maintain any private utilities that serve the digital-billboard site and are located on or under the Property. In addition, the City reserves to itself and its successors in interest the right to enter the Premises for the following purposes: to comply with the Remediation Agreements; to repair, replace, rehabilitate, and maintain the Impermeable Cap; and to repair, replace, rehabilitate, and maintain any City utilities that are located on or under the Property.

5. Taxes and Utilities

(a) **Tenant to Pay Taxes.** Subject to Section 5(b), at all times while this lease is in effect, Tenant shall pay, without abatement, deduction, or offset, all personal-property taxes, possessory-interest taxes, general and special assessments, special taxes, and other charges of any description (including any increase caused by a change in the tax rate or a change in assessed valuation) that any governmental entity levies or

assesses on or against the Premises, the Improvements, Tenant's personal property located on the Premises or the Improvements, or the leasehold estate created by this lease. Without limiting the generality of the previous sentence, Tenant's duty to pay taxes under this Section 5(a) includes the payment of any possessory-interest tax levied or assessed by any governmental entity on or against Tenant's possessory interest under this lease or in the Premises or the Improvements.

(b) **Proration of First- and Last-Year Taxes.** During the tax years in which the Initial Term begins and ends, all taxes, assessments, and other charges described in Section 5(a) will be prorated between Landlord and Tenant as of 12:01 a.m. on the date the Initial Term begins and as of 12:01 a.m. on the date this lease expires or terminates, on the basis of a tax year that begins on July 1 and ends on June 30. Landlord shall pay the taxes, assessments, and other charges for the year in which this lease begins, and, on receiving Landlord's written request, Tenant shall promptly reimburse Landlord for Tenant's share of those taxes, assessments, and other charges. Tenant shall pay the taxes, assessments, and other charges for the year in which this lease ends, and, on receiving Tenant's written request, Landlord shall promptly reimburse Tenant for Landlord's share of those taxes, assessments, and other charges even though Landlord may be a governmental entity on the date this lease ends or otherwise may be exempt from taxes, assessments, and other charges.

(c) **Separate Assessment of Premises.** If the Premises are assessed and taxed as part of other property Landlord owns before the Effective Date, then Landlord shall try in good faith to have the taxing authorities tax and assess the Premises, while this lease is in effect, as a separate parcel distinct from the Landlord's other property. If, for the year in which this lease begins, the Premises are assessed and taxed as part of other property Landlord owns, then the share of the taxes, assessments, and other charges that Tenant must pay under Section 5(a) will be calculated as follows: (1) divide the acreage of the Property by the acreage of Landlord's total taxed property; (2) multiply the resulting quotient by the sum of the taxes, assessments, and other charges on Landlord's total taxed property, excluding taxes, assessments, and other charges attributable to the Improvements, Tenant's personal property located on the Premises or the Improvements, or the leasehold estate created by this lease; and (3) add to the resulting product the taxes, assessments, and other charges attributable to the Improvements, Tenant's personal property located on the Premises or the Improvements, or the leasehold estate created by this lease.

(d) **Payment before Delinquency**. Tenant shall pay all taxes and assessments, installments of taxes and assessments, and other charges that Tenant is obligated to pay by this Section 5 before each tax, assessment, installment, or charge becomes delinquent. On Landlord's written request, Tenant shall provide Landlord with proof from the County of Sacramento that confirms, to Landlord's reasonable

satisfaction, the payment of the taxes, assessments, installments, and other charges.

(e) **Taxes Payable in Installments**. If a special tax or assessment that is levied or assessed on the Premises may be either paid in full before a delinquency date while this lease is in effect or paid in installments, then Tenant may opt to pay the tax or assessment in installments. Tenant may exercise this option even if the installments will extend beyond this lease, will result in the Premises being encumbered with bonds, or will cause interest to accrue on the tax or assessment. If Tenant exercises this option, then Tenant will be obligated to pay only the installments that become due while this lease is in effect. At Tenant's written request, Landlord shall execute or join Tenant in executing any instruments required for the special tax or assessment to be paid in installments.

(f) **Contest of Tax.** Tenant may contest, oppose, or object to the amount or validity of any tax, assessment, or other charge levied or assessed on the Premises; and Landlord shall reasonably cooperate with Tenant in the contest, opposition, or objection, at no out-of-pocket expense to itself. Tenant must file the contest, opposition, or objection before the tax, assessment, or other charge at which it is directed becomes delinquent; and Tenant must give Landlord written notice of the contest, opposition, or objection at least 15 days before the date the tax, assessment, or other charge becomes delinquent. Tenant shall pay all expenses of any contest or legal proceeding Tenant institutes. Landlord will not be liable for such expenses, and Tenant shall indemnify, defend (with attorneys reasonably acceptable to Landlord), protect, and hold Landlord and Landlord's property (including the Premises) harmless from such expenses. Tenant shall not continue or maintain such a contest, opposition, or objection after the date the tax, assessment, or other charge at which it is directed becomes delinquent unless Tenant has done one of the following:

(1) Paid the tax, assessment, or other charge under protest before it becomes delinquent.

(2) Obtained and maintained a stay of all proceedings for enforcement and collection of the tax, assessment, or other charge by posting a bond or other security required by law for such a stay.

(3) Delivered to Landlord a surety bond issued by a corporation authorized to transact surety business in California. The bond must be in a reasonable amount specified by Landlord and be conditioned on Tenant's payment of the tax, assessment, or charge, together with any fines, interest, penalties, costs, and expenses that may have accrued or been imposed, within 30 days after a final determination of Tenant's contest, opposition, or objection.

(g) **Tax Returns and Statements.** Tenant shall prepare and file any statement, return, report, or other instrument required or permitted by law in connection with the determination, equalization, reduction, or payment of any ad valorem real-estate taxes, special assessments, or other similar charges that are or may be levied or assessed on the Premises, the Improvements, Tenant's personal property located on or in the Premises or the Improvements, or the leasehold estate created by this lease.

(h) **Tax Hold-Harmless Clause.** Tenant shall indemnify, defend (with attorneys reasonably acceptable to Landlord), protect, and hold harmless Landlord and Landlord's property (including the Premises) from and against—

(1) all liabilities, claims, demands, damages, fines, penalties, judgments, settlements, and costs that arise from any taxes, assessments, or other charges this Section 5 requires Tenant to pay;

(2) all interest, penalties, and other sums imposed on the taxes, assessments, or charges this Section 5 requires Tenant to pay; and

(3) any sales or other proceedings to enforce collection of the taxes, assessments, or other charges this Section 5 requires Tenant to pay.

(i) **Utilities.** While this lease is in effect, Tenant shall pay (or cause to be paid) all charges and expenses for, and shall hold Landlord and Landlord's property (including the Premises) free and harmless from liability for, all charges and expenses related to—

(1) water, sewerage, gas, electricity, telephone, cable television, and other public utilities furnished to the Premises; and

(2) the removal of garbage and rubbish from the Premises.

(j) **Maintenance of Rapton Lane.** Tenant shall assume and discharge Landlord's obligations for the cost of maintaining Rapton Lane and the cost of electricity for the street lights on Rapton Lane, as set forth in Section 2.7 of the *Private Road Maintenance Agreement* between Landlord, Rapton, and Chrysler, but only to the extent those obligations are attributable to the Premises and not to other property owned by Landlord. Section 2.7 of the *Private Road Maintenance Agreement* provides as follows (in Section 2.7, "City" refers to Landlord, "City Site" refers to the Property, and "CGRC" refers to Chrysler):

> If the City later uses or further develops the City Site [i.e., the Property], or any portion of it, in a way that increases the use of Rapton Lane, as reasonably determined by Rapton, then the City shall commence paying

to Rapton an amount equal to fifty percent (50%) of the Reimbursement Amount pursuant to the terms of Section 2.3 herein [which fixes the "Reimbursement Amount" at $300 a month, subject to annual increases using the Consumer Price Index for All Items (base years 1982-1984 = 100) for the San Francisco-Oakland-San Jose CSMA]. Simultaneously therewith, CGRC's portion of the Reimbursement Amount shall decrease by an amount equal to fifty percent (50%). However, should Rapton reasonably determine that the Reimbursement Amount needs to be increased due to higher intensity usage from the City Site, then Rapton shall have the right to reasonably increase the City's portion of the Reimbursement Amount to an amount which is necessary to cover the increased usage. Rapton shall provide the City a thirty (30) days written notice of such increase of the City's portion of the Reimbursement Amount. If the City sells or leases the City Site, or any portion of it, then the foregoing in all respects shall apply to the purchaser or lessee and the City shall require the purchaser or lessee to pay the City's required share of the Reimbursement Amount.

Simultaneously with the commencement of the City paying a portion of the Reimbursement Amount, the City shall also pay to Rapton an amount equal to thirty percent (30%) of the electrical bills for the Meter [i.e., the electrical meter for the street lights on Rapton Lane] pursuant to the terms of Section 2.5 herein, and CGRC's share of the electrical bills for the Meter shall decrease to an amount equal to thirty percent (30%). However, should CGRC install a sub-meter for the CGRC Lights, then the City shall pay to the following: (i) Rapton an amount equal to one-sixth (1/6) for the electrical bills for the Rapton Sign and the Rapton Lights; and (ii) CGRC, at CGRC's address or at such other place as CGRC may from time to time designate in writing, an amount equal to one-sixth (1/6) for the electrical bill for the CGRC Lights. Such amount shall be paid within ten (10) days of the City's receipt of a copy of the electrical bill for the CGRC Lights. If the City sells or leases the City Site, or any portion of it, then the City shall require the purchaser or lessee to pay the City's share of the electrical bills for the Meter or CGRC Lights.

(k) **Payment by Landlord**. If, within the time specified in this Section 5, Tenant fails to pay any tax, assessment, or other charge this Section 5 requires Tenant to pay, then Landlord may pay, discharge, or adjust that tax, assessment, or other charge for Tenant's benefit after giving Tenant at least 15 days' written notice. (If this Section 5 does not specify the time within which Tenant must pay a charge, then Tenant shall pay that charge before it becomes delinquent.) Tenant shall reimburse Landlord promptly, on receipt of Landlord's written demand, for the full amount

Landlord incurs to pay, discharge, or adjust the tax, assessment, or other charge, together with interest at the then-maximum legal rate from the date Landlord pays, discharges, or adjusts the tax, assessment, or charge to the date of Tenant's reimbursement. Tenant's failure after the expiration of any applicable notice-and-cure periods to reimburse Landlord when required by this Section 5(k) will constitute a breach of this lease.

6. **Tenant Improvements.** Tenant is entitled to construct the Improvements (or cause them to be constructed) in accordance with this Section 6 and consistent with the permitted uses of the Premises set forth in Section 4(a), all at no cost to Landlord. Without cost to itself, Landlord shall cooperate with Tenant in any efforts to secure building permits and other permits and authorizations needed for any construction or alterations of the Improvements. Landlord's cooperation does not indicate consent to the filing of mechanic's liens, notices of intention to file a mechanic's liens, or any claims relating to mechanic's liens; nor does Landlord's obligation to cooperate apply when Landlord is acting in a governmental capacity.

(a) **Compliance with Approved Plans.** All Improvements must be constructed in accordance with one of the following, and at locations approved by Landlord: the improvement plans and changes to improvement plans that Landlord reviews and approves under Sections 6(a)(1) and 6(a)(2); or the plans and specifications that Landlord approves under Section 6(a)(3).

(1) *Improvement Plans.* Before Tenant begins construction of the Improvements for a dealership, Tenant shall submit to the Landlord, for Landlord's review and approval, two identical sets of detailed improvement plans.

(A) Within 30 days after Landlord receives the improvement plans, Landlord shall either approve the plans by endorsing Landlord's approval on them and returning one set of the plans to Tenant; or notify Tenant in writing of Landlord's objections to the plans, specifying in detail each objection.

(B) If Landlord does not respond in accordance with Section 6(a)(1)(A) within 30 days after receiving the plans, then the plans will be considered approved. If Landlord timely responds with objections to the plans, then Tenant may deliver corrective amendments to Landlord within 20 days after Tenant receives Landlord's written notice of objections. Within 20 days after receiving the corrective amendments, Landlord shall give Tenant written notice of Landlord's approval or rejection of the amended plans. If Landlord does not give Tenant written notice of approval or rejection within 20 days after receiving the corrective amendments, then the amended plans will be considered approved.

(2) *Changes to Improvement Plans.* Tenant must obtain Landlord's approval, in writing, of any substantial change in the improvement plans Landlord approves under Section 6(a)(1). For purposes of this Section 6(a)(2), "substantial change" means a change that in Landlord's reasonable judgment materially changes the size, appearance, or layout of the Improvements. If Landlord does not give Tenant written notice of objection to a proposed change within 30 days after Tenant serves Landlord with a written statement of the proposed change, then the change will be considered approved. Landlord need not approve changes in work or materials that are not substantial changes, but Tenant shall provide Landlord with a copy of the changed improvement plans.

(3) *Improvements not Included in the Improvement Plans.* Any component of the Improvements that costs more than $250,000 to construct and is not included in the improvement plans or is not consistent with this lease (each, a "**Component**") may be constructed on the Property only if Landlord has approved, in writing, the plans and specifications for the Component (which must include the proposed location). Tenant shall not split or separate a Component into smaller units for the purpose of evading this restriction. Landlord may disapprove the plans and specifications of any Component that is not consistent with this lease. Landlord has 10 days to approve any plans and specifications for a Component that Tenant submits under this Section 6(a)(3). If Landlord disapproves any plans and specifications, then Landlord shall give Tenant a written notice of disapproval that states the reasons for disapproval and the changes necessary to obtain approval. Landlord's failure to give notice of approval or disapproval with 10 days after Tenant submits plans and specifications to Landlord will be considered to be an approval for purposes of this lease. Tenant acknowledges that Landlord's initial approval of plans and specifications is at all times subordinate to approvals by the City of Sacramento Planning and Design Commission and that the approvals by the Planning and Design Commission will control over Landlord's conflicting approvals or disapprovals.

(4) *Disclosure of Improvement Plans.* Tenant may designate portions of the improvement plans that it believes qualify as confidential financial records and proprietary information exempt from disclosure under the California Public Records Act ("**Proprietary Information**"). Landlord shall take all reasonable and lawful measures to keep Proprietary Information confidential in accordance with the following:

(A) If Landlord receives a request for disclosure of Proprietary Information under the California Public Records Act or is served with a legal or administrative demand for disclosure of Proprietary Information (e.g.,

by subpoena, civil investigative demand, or court-ordered or court-sanctioned discovery), then Landlord shall notify Tenant as soon as practicable before disclosure is required so that Tenant may seek an appropriate protective order or may consent in writing to disclosure. Absent a protective order or written consent to disclosure, received before the time disclosure is required, Landlord may disclose Proprietary Information as required by law.

(B) Landlord is not obligated to defend against any litigation brought to compel disclosure of Proprietary Information, but Tenant may defend against the litigation as the real party in interest, subject to the following: Tenant shall indemnify and hold Landlord and Landlord's property (including the Premises) harmless against all damages and costs awarded against Landlord in the litigation, including reasonable attorney's fees and litigation costs through final resolution on appeal.

(b) **Utilities.** Tenant shall install (or cause to be installed) in, on, and within the Premises all facilities necessary to supply water, sewerage, gas, electricity, telephone, cable television, and other utility services required for Tenant's maintenance and operation of the Improvements while this lease is in effect, all at no cost to Landlord.

(c) **Drainage.** All surface water from the Premises must be discharged into the existing underground storm-water-drainage system.

(d) **All Work on Written Contract.** All work required to construct the Improvements must be performed only by competent contractors licensed under California law and must be performed under written contracts with those contractors. As used in this Section 6(d), "work" means not only the actual construction of the Improvements but also any site-preparation, landscaping, and utility installation.

(e) **Compliance with Law and Standards.** The Improvements must be constructed, and all work on the Premises must be performed, without damage to the Impermeable Cap or violation of the Remediation Agreements and in accordance with all valid and applicable statutes, ordinances, regulations, rules, and orders of all federal, state, or local governmental entities with jurisdiction over the Premises. All work performed on the Premises under this lease must be done in a good workmanlike manner and only with new materials of good quality and high standard.

(f) **Mechanics' Liens.** While this lease is in effect, Tenant shall keep the Premises and the Improvements free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Premises. If Tenant does not pay and discharge such liens and claims of liens or cause the Premises and the Improvements to be released from such liens or claims of liens

within 30 days after Landlord serves Tenant with a written request to do so, then Landlord may pay, adjust, compromise, and discharge any such lien or claim of lien on any terms Landlord considers appropriate in Landlord's Sole Judgment. On or before the first day of the next calendar month following any such payment by Landlord, Tenant shall reimburse Landlord for the full amount Landlord incurred to pay, adjust, compromise, and discharge the lien or claim of lien, including any attorneys' fees or other costs expended by Landlord (together with interest at the then-maximum legal rate from the date of payment by Landlord to the date of Tenant's reimbursement). Nothing in this lease gives Landlord's consent or request (whether express, implied, or otherwise) to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of the Premises or the Improvements. Landlord is entitled at all reasonable times to post and keep posted on the Premises any notices of non-responsibility Landlord believes necessary to protect Landlord and the Premises and the Improvements from liens imposed by any contractor, subcontractor, laborer, or materialman.

(g) **Use Permits and Design-Review.** Tenant is responsible for obtaining all building permits and all design-review approvals (if any) required for the Improvements it constructs on the Premises. Tenant shall indemnify, defend (with attorneys reasonably acceptable to Landlord), protect, and hold Landlord and Landlord's property (including the Premises) harmless from and against all costs related to such building permits and design-review approvals.

(h) **Ownership of the Improvements.** While this lease is in effect, Tenant will own title to all Improvements Tenant constructs on the Premises.

(1) When this lease expires or terminates—

(A) the Improvements will automatically become Landlord's property without any act of Tenant or any third party, and without compensation to Tenant;

(B) Tenant shall surrender the Improvements to Landlord free of all liens and encumbrances other than those, if any, permitted under this lease or otherwise created or consented to by Landlord; and

(C) Landlord may require Tenant to remove some or all surface Improvements, underground Improvements, utilities, and foundations from the Property, at no cost to Landlord, by giving Tenant written notice. Notice under this Section 6(h)(1)(C) must specify the surface Improvements, underground Improvements, utilities, and foundations to be removed and must be given before this lease expires or terminates.

(2) If Landlord requests, Tenant shall execute, acknowledge, and deliver to Landlord any instrument Landlord considers necessary to perfect Landlord's right, title, and interest to the Improvements and the Premises. Tenant shall not remove any of the Improvements from the Property or waste, destroy, or modify any of the Improvements, except as permitted or required by this lease, subject to the following: Tenant is entitled (but not obligated) to remove any personal property and trade fixtures installed at the Premises or in the Improvements at any time without first obtaining Landlord's consent, so long as Tenant repairs any damage caused to the Premises or the Improvements by the removal.

7. Encumbrance of Leasehold Estate.

(a) **Tenant's Right to Encumber**. While this lease is in effect, and without Landlord's consent, Tenant may encumber any part of its interests under this lease, for any purpose, by granting a deed of trust, mortgage, or other security instrument (a "**Leasehold Encumbrance**"). A Leasehold Encumbrance may not constitute a lien or encumbrance on Landlord's fee interest in the Premises. Except as otherwise provided in this lease, each Leasehold Encumbrance will be subject to all covenants, conditions, and restrictions set forth in this lease and to all of Landlord's rights, title, and interest. Tenant shall give Landlord prior written notice of any Leasehold Encumbrance affecting its interests under this lease, together with a copy of the deed of trust, mortgage, or other security interest evidencing the Leasehold Encumbrance.

(b) **Notice to Lenders.** If a lender who holds a Leasehold Encumbrance ("**Lender**") provides Landlord with written notice of the its name and address, then Landlord shall provide the Lender with a copy of each notice or written communication Landlord gives to Tenant in connection with this lease, including any notice of breach, notice regarding any matter on which Landlord may claim a breach, or notice of termination; and such a notice or written communication will be effective only if the notice is also provided to the Lender. Landlord shall satisfy its obligation under this Section 7(b) by placing the copy of the notice or communication in an envelope addressed to the Lender (at the last mailing address the Lender provided to Landlord in writing) and by depositing the envelope with the United States Postal Service or a nationally recognized delivery service (e.g., FedEx, UPS), with postage prepaid, for delivery overnight.

(c) **No Modification Without Lender's Consent.** So long as any Leasehold Encumbrance is in effect, Tenant and Landlord shall not modify or cancel this lease without the Lender's written consent. This Section 7(c) does not apply to early termination under Section 11(b)(2) if the Lender actually receives the required 60-day notice or to early termination under Section 13.

(d) **Right of Lender to Realize on Security.** A Lender with a Leasehold Encumbrance is entitled while this lease is in effect and during the existence of the Leasehold Encumbrance to do the following:

(1) Perform any act required of Tenant under this lease, and the Lender's performance will prevent a forfeiture of Tenant's rights under this lease.

(2) Realize on the security afforded by the leasehold estate by foreclosure proceedings, by accepting an assignment in lieu of foreclosure, or by any other remedy afforded in law or in equity or by the security instrument evidencing the Leasehold Encumbrance (the "**Security Instrument**").

(A) A Lender who realizes on the security afforded by the leasehold estate may—

(i) transfer, convey, or assign Tenant's title to the leasehold estate to any purchaser at any foreclosure sale (whether the foreclosure sale is conducted under court order or under a power of sale contained in the Security Instrument) or to an assignee under an assignment in lieu of foreclosure; and

(ii) acquire and succeed to Tenant's interest under this lease by virtue of any foreclosure sale (whether the sale is conducted under a court order or under a power of sale contained in the Security Instrument) or by virtue of an assignment in lieu of foreclosure.

(B) A Lender or any person or entity acquiring the leasehold estate will be obligated to perform Tenant's obligations under this lease only during the time the Lender, entity, or person owns the leasehold estate or possesses the Premises.

(e) **Right of Lender to Cure Breaches.** So long as a Leasehold Encumbrance is in effect, Landlord shall not terminate this lease because of Tenant's breach unless Landlord first gives the Lender written notice of the breach and affords the Lender an opportunity, after service of the notice, to do one of the following:

(1) For a breach that can be cured by paying money to Landlord or some other person: cure the breach within 30 days after Tenant's opportunity to cure has expired.

(2) For a breach that must be cured by something other than the payment of money: cure the breach within 45 days after Tenant's opportunity to cure has expired.

(3) For a breach that must be cured by something other than the payment of money, if the cure cannot be performed within 45 days after Tenant's opportunity to cure has expired: cure the breach in any reasonable time that may be required, but only if the Lender commences work on the cure within 45 days after Tenant's opportunity to cure has expired and diligently prosecutes the work to completion.

(f) **Foreclosure in Lieu of Curing Breach.** Notwithstanding any other provision of this lease, the Lender under a Leasehold Encumbrance may forestall termination of this lease for Tenant's breach by commencing proceedings to foreclose the Leasehold Encumbrance. The proceedings may be for foreclosure by court order or for foreclosure under a power of sale contained in the Security Instrument. But the proceedings will not forestall Landlord's termination of this lease for the Tenant's breach unless—

(1) they are commenced within 60 days after service on the Lender of notice under Section 7(e);

(2) they are diligently pursued to completion in the manner required by law; and

(3) the Lender keeps and performs all of the terms, covenants, and conditions of this lease that require Tenant to pay or expend money until the proceedings are complete or are discharged by redemption, satisfaction, payment, or conveyance of the leasehold estate to the Lender.

(g) **Assignment without Consent on Foreclosure.** Transfer of the Tenant's leasehold estate to any of the following does not require Landlord's prior consent:

(1) A purchaser at a foreclosure sale of the Leasehold Encumbrance, whether the sale is conducted under a court order or under a power of sale in the Security Instrument. The Lender under the Leasehold Encumbrance must give Landlord written notice of the purchase, including the name and address of the purchaser and the effective date of the purchase.

(2) An assignee of the leasehold estate under an assignment in lieu of foreclosure. The Lender under the Leasehold Encumbrance must give Landlord written notice of the assignment, including the name and address of the assignee and the effective date of the assignment.

(3) A purchaser at a foreclosure sale of the Leasehold Encumbrance (or an assignee of the purchaser) or the assignee of Tenant's leasehold estate by an assignment in lieu of foreclosure. The purchaser or assignee must deliver to Landlord its written agreement to be bound by all provisions of this lease.

(h) **New Lease to Lender.** Notwithstanding any other provision of this lease, if Landlord terminates this lease because of Tenant's breach, then Landlord shall enter into a new lease of the Premises with the Lender under a Leasehold Encumbrance if all of the following conditions are satisfied:

(1) Within 60 days after Landlord serves the Lender with notice under Section 7(e), the Lender has served Landlord with a written request for the new lease.

(2) The term of the new lease ends on the same date this lease would have expired had this lease not been terminated.

(3) The new lease provides for payment of rent at the same rate that would have been payable under this lease had it not been terminated; in addition, the new lease contains the same terms, covenants, conditions, and provisions that are in this lease (except those that have already been fulfilled or no longer apply).

(4) On Landlord's execution of the new lease, the Lender pays all sums that would have been due at the time under this lease but for its termination; in addition, the Lender remedies (or agrees in writing to remedy) all of Tenant's other breaches of this lease to the extent they can be remedied.

(5) On Landlord's execution of the new lease, the Lender pays all reasonable costs and expenses (including reasonable attorneys' fees and litigation costs through final resolution on appeal, whether for the Landlord's outside counsel or the Sacramento City Attorney), that Landlord incurred in terminating this lease, recovering possession of the Premises from Tenant or Tenant's representative, and preparing the new lease.

(6) If Tenant has sublet the Premises and the sublease is still in effect, then the new lease will be subject to the sublease if the subtenant has agreed in writing to attorn to Lender or to Lender's assignee.

(7) The Lender may assign the new lease without Landlord's prior consent. But an assignee of the Lender may assign the new lease only with Landlord's prior written consent, which Landlord shall not withhold, delay, or condition unreasonably.

(i) **No Merger.** So long as any Leasehold Encumbrance exists, the leasehold estate created by this lease and Landlord's fee estate in the Premises will not merge merely because both estates are acquired or become vested in the same person or entity, unless the Lender consents in writing.

(j) **Lender as Assignee of Lease.** A Lender will not be liable to Landlord as an assignee of this lease unless the Lender acquires all of Tenant's rights under this lease through foreclosure, an assignment in lieu of foreclosure, or some other action or remedy provided by law or by the Security Instrument.

(k) **Lender Includes Subsequent Security Holders.** Except for purposes of Section 7(h), the term "Lender" means not only the institutional lender that lent Tenant money and is named as beneficiary, mortgagee, secured party, or security holder in the Security Instrument but also all subsequent purchasers or assignees of the leasehold estate.

(l) **Two or More Lenders.** If two or more Lenders each exercise their rights under this lease and a conflict arises that renders compliance with all Lender requests impossible, then the Lender whose Leasehold Encumbrance would have senior priority in a foreclosure will prevail.

8. Repairs and Restoration.

(a) **Maintenance by Tenant.** While this lease is in effect—

(1) Landlord is not obligated to make any changes, alterations, additions, improvements, or repairs in, on, or about the Premises and the Improvements except as provided in Section 9(b); and

(2) at no cost to Landlord, Tenant shall (A) keep and maintain the Premises, the Improvements, and all appurtenant facilities in first-class condition, good order and repair, and safe-and-clean condition; and (B) keep and maintain the whole of the Premises, the Improvements, all appurtenances, and all landscaping in clean, sanitary, safe, orderly, litter-free condition.

(b) **Tenant's Duty to Restore Premises.**

(1) Except as provided by Section 8(b)(2) and Section 8(c), this lease will continue in full effect even if the Improvements are damaged or destroyed in whole or part by any cause covered by the property-and-casualty insurance Tenant is required to carry under this lease. Tenant shall repair and restore, at no cost to Landlord, any Improvements so damaged or destroyed. Any repairs or restoration by Tenant must comply with original plans for the Improvements, as described in Section 6, except as Tenant may modify the plans to comply with the terms of any sublease of the Premises, or as Tenant may modify the plans with Landlord's written approval, which Landlord shall not withhold, delay, or condition unreasonably. Tenant shall begin the work of repair and restoration within 180 days after the damage or destruction occurs and shall complete the work with due diligence within 12 months after the work

begins. In all other respects, Tenant shall perform the work of repair and restoration in accordance with the requirements for original construction work set forth in Section 6. Tenant shall use any insurance proceeds it receives or is entitled to receive because of the damage or destruction to repair and restore the Premises, except as follows: if a Lender requires Tenant to use the proceeds to pay off any leasehold mortgage or deed of trust on the Premises, and if all of the proceeds are so used, then Tenant will not be obligated to repair and restore the Improvements.

(2) Notwithstanding anything to the contrary in Section 8(b)(1), Tenant is not required to repair or restore the Improvements if—

(A) the damage or destruction does not arise from an insured cause; or

(B) Tenant reasonably determines that more than 50% of the Improvements is damaged or destroyed, and the damage or destruction occurs during the last five years of the Initial Term (if Tenant opts not to extend this lease under Section 2(b)(2)), or during the last five years of the First Extended Term (if Tenant opts to extend this lease under Section 2(b)(2)), or during the last five years of the Second Extended Term (if Tenant opts to extend this lease under Section 2(b)(3)).

(3) Tenant shall notify Landlord in writing of its election not to repair or restore the Improvements. If Tenant elects not to repair or restore the Improvements, then Tenant shall satisfy all Leasehold Encumbrances and assign to Landlord all remaining insurance proceeds Tenant received for the damage or destruction of the Improvements (less any insurance proceeds attributable to Tenant's trade fixtures and personal property), and this lease will terminate when all Leasehold Encumbrances are satisfied and all proceeds assigned.

(c) **Option to Terminate Lease for Destruction.** Notwithstanding Section 8(b), Tenant is entitled to terminate this lease by giving Landlord 30 days' prior written notice of termination if all Leasehold Encumbrances are satisfied and removed, and either—

(1) the Improvements are damaged or destroyed by a casualty for which Tenant is not required under this lease to carry insurance, and the damage or destruction occurs during the last two years of the Initial Term (if Tenant opts not to extend this lease under Section 2(b)(2)), or during the last two years of the First Extended Term (if Tenant opts to extend this lease under Section 2(b)(2)), or during the last two years of the Second Extended Term (if Tenant opts to extend this lease under Section 2(b)(3)); or

(2) Tenant reasonably determines that the cost to repair or restore the damaged or destroyed Improvements exceeds 50% of the fair-market value of the Improvements immediately before the damage or destruction.

(d) **Application of Insurance Proceeds.** All insurance proceeds that become payable while this lease is in effect because of damage to, or destruction of, any of the Improvements will be paid to Tenant in trust and applied by Tenant to the cost of repairing and restoring the damaged or destroyed Improvements as required by Section 8(b). If, however, Tenant terminates this lease under Section 8(b) or Section 8(c), then all insurance proceeds for the Improvements, but not for Tenant's trade fixtures and personal property, will be used to satisfy any outstanding Leasehold Encumbrances with the remainder of the proceeds being turned over to Landlord, and Landlord may decide in its Sole Discretion whether to apply the proceeds to the repair and restoration of the Premises and the Improvements or to retain the proceeds for other uses.

9. Hazardous Substances.

(a) **Definitions.** The following definitions apply in this lease:

(1) "**Hazardous Substance**" means (A) any substance defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic waste," "solid waste," "pollutant," or "contaminant" under Environmental Laws (defined in Section 9(a)(2)); (B) any substance listed as hazardous materials or hazardous substances by the U.S. Department of Transportation at 49 C.F.R. § 172.101, by the U.S. Environmental Protection Agency at 40 C.F.R. Part 302, or by any successor agencies; (C) any other substance, material, or waste that is or becomes regulated or classified as hazardous or toxic under Environmental Laws (defined in Section 9(a)(2)); (D) any material, waste, or substance that is a petroleum or refined petroleum product, asbestos or asbestos-containing material, polychlorinated biphenyl, a hazardous substance under 33 U.S.C. § 1321, a toxic pollutant under 33 U.S.C. § 1317, a flammable explosive, a radioactive material, or a lead-based paint; (E) any substance listed by the State of California under subdivision (a) of Health and Safety Code Section 25249.8, as amended, as a chemical known by the state to cause cancer or reproductive toxicity; (F) any material that, because of its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, threatens to damage health, safety, or the environment or is required by any law or public agency to be remediated, including remediation that the law or public agency requires for the Premises to be put to any of the uses specified in Section 4(a); (G) any material that, if present, would require remediation under the guidelines set forth in California's Leaking Underground Fuel Tank Guidance Manual, whether or not the presence of the material resulted from a leaking

underground fuel tank; (H) any pesticide regulated under the federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §136 et seq.); (I) any material regulated under the federal Occupational Safety and Health Act (29 U.S.C. § 651 et seq.) or the California Occupational Safety and Health Act of 1973 (Lab. Code, § 6300 et seq.); (J) any material regulated under the federal Clean Air Act (42 U.S.C. 7401 et seq.) or under division 26 of California's Health and Safety Code; (K) any material that qualifies as an "extremely hazardous waste," "hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117, and 25122.7, respectively, of California's Health and Safety Code; (L) any material or substance that qualifies as a "hazardous substance" under Section 25281, 25316, 25501, 25501.1, or 39655 of the California Health and Safety Code; (M) any material that qualifies as "medical waste" or as a "toxic air contaminant" under California Health and Safety Code Sections 39655 and 117690, respectively; and (N) any material listed or defined as a "hazardous waste," "extremely hazardous waste," or an "acutely hazardous waste" under Chapter 11 in Division 4.5 of Title 22 of the California Code of Regulations.

(2) "**Environmental Laws**" means any statute, ordinance, regulation, rule, order, decree, or other law or requirement that is enacted, promulgated, or issued by any federal, state, or local government entity (whether before, on, or after the Effective Date) and regulates, relates to, or imposes liability or standards of conduct concerning any Hazardous Substance (defined in Section 9(a)(1)); regulates land use or regulates or protects the environment, including but not limited to air, soil, soil vapor, groundwater, surface water, flora, or fauna; or pertains to occupational health or industrial hygiene or to occupational or environmental conditions on, under, or about the Premises. Without limiting the generality of the foregoing, "Environmental Laws" includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9601 et seq.); the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C. § 6901 et seq.); the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) (33 U.S.C. § 1251 et seq.); the Toxic Substances Control Act (TSCA) (15 U.S.C. § 2601 et seq.); the Hazardous Materials Transportation Act (HMTA) (49 U.S.C. § 5101 et seq.); the Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.); the Superfund Amendments and Reauthorization Act of 1986 (SARA) (42 U.S.C. § 9601 et seq. [Pub. L. 99-499, 100 Stat. 1613]); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Safe Drinking Water Act (42 U.S.C. § 300f et seq.); the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.); the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 et seq.); the Occupational Safety and Health Act of 1970 (OSHA) (29 U.S.C. § 651 et seq.); the California Underground Storage of Hazardous Substance Act (Health & Saf. Code, § 25280 et seq.); the California Hazardous Waste Control Act (Health & Saf. Code, § 25100 et seq.); the California Safe Drinking Water and

Toxic Enforcement Act of 1986 (Health & Saf. Code, § 24249.5 et seq.); and the Porter-Cologne Water Quality Act (Water Code, § 13000 et seq.), together with any amendments of these statutes and any regulations promulgated under these statutes (whether enacted or promulgated before, on, or after the Effective Date).

(b) **Landlord Warranty and Indemnity.**

(1) Landlord represents and warrants that, when it delivers possession of the Premises to Tenant in accordance with this lease, there will be no Hazardous Substances on the Premises except those that have been remediated and for which Landlord has obtained, from the applicable government regulatory agencies, either no-further-action clearance letters or written approvals to reuse the Premises for the purposes set forth in this lease. If, on or after the Effective Date, pre-existing Hazardous Substances that have not been remediated and are not covered by such clearance letters or reuse approvals are discovered on the Premises, then, at no cost to Tenant, Landlord shall promptly take all actions concerning those Hazardous Substances that are required by Environmental Laws, except as provided in Section 9(b)(3).

(2) Landlord shall indemnify, defend (with attorneys reasonably acceptable to Tenant), protect, and hold Tenant and Tenant's members, directors, officers, shareholders, partners, employees, agents, contractors, assignees, subtenants, Lenders, and invitees harmless from and against all liabilities, claims, demands, damages, fines, penalties, judgments, settlements, and costs (including reasonable attorneys' fees and litigation costs through final resolution on appeal) that arise from Hazardous Substances existing on the Premises on or before the date Landlord delivers possession of the Premises to Tenant, or from Landlord's possession, use, generation, transportation, release, threatened release, handling, remediation, storage, or disposal of Hazardous Substances on or about the Premises, except as provided in Section 9(b)(3).

(3) Landlord is not obligated under this Section 9(b)(1) or 9(b)(2) for matters resulting from—

(A) Tenant's intentional disturbance, spread, or exposure of pre-existing Hazardous Substances;

(B) the negligence or willful misconduct of Tenant or Tenant's members, directors, officers, shareholders, partners, employees, agents, contractors, assignees, subtenants, Lenders, or invitees with regard to pre-existing Hazardous Substances; or

(C) damage to the Impermeable Cap or violation of the Remediation Agreements by Tenant or Tenant's members, directors, officers, shareholders, partners, employees, agents, contractors, assignees, subtenants, Lenders, or invitees.

(4) Landlord's obligations under Sections 9(b)(1) and 9(b)(2) include all liabilities, claims, demands, damages, fines, penalties, judgments, settlements, and costs related to—

(A) any required or necessary remediation, repair, cleanup, or detoxification of the Premises or the Improvements and the preparation of closure plans and other required plans, whether the actions and plans are required or necessary before or after expiration or termination of this lease; and

(B) any death, bodily injury, personal injury, property damage or destruction (including injury to the environment), and economic injury that arises from the possession, use, generation, handling, transportation, release, threatened release, remediation, storage, or disposal of Hazardous Substances on, at, or from the Premises by Landlord.

(5) Landlord's obligations under this Section 9(b) will survive the expiration or termination of this lease.

(c) **Tenant's Compliance with Environmental Laws.**

(1) In using the Premises, Tenant shall comply with all Environmental Laws pertaining to the Premises and the Improvements. Without limiting the generality of the previous sentence, Tenant shall require that its members, directors, officers, shareholders, partners, employees, agents, contractors, assignees, subtenants, Lenders, and invitees possess, use, generate, handle, transport, remediate, store, and dispose of Hazardous Substances in, on, or about the Premises or the Improvements in strict compliance with all applicable Environmental Laws.

(2) Notwithstanding Section 9(c)(1), Tenant is not obligated to comply with Environmental Laws that pertain to the remediation, removal, release, threatened release, treatment, transportation, storage, or disposal (including encapsulation) of Hazardous Substances that existed in, on, or about the Premises on or before the date Landlord delivers possession of the Premises to Tenant, except as follows: Tenant shall comply with Environmental Laws, at no cost to Landlord, if Tenant's intentional, negligent, or willful misconduct

causes or exacerbates a release or threatened release of those Hazardous Substances.

(3) Tenant shall not do or permit anything on the Premises, and shall require that its members, directors, officers, shareholders, partners, employees, agents, contractors, assignees, subtenants, Lenders, and invitees not do or permit anything on the Premises, that damages the Impermeable Cap or violates the Remediation Agreements.

(d) **Tenant's Indemnity.** As used in this Section 9(d), "Landlord" means Landlord; Landlord's elected officials, appointed officials, officers, employees, agents, and property; and any successor to, or assignee of, Landlord's interest in this lease or in the title to the Premises, and the successor's or assignee's members, directors, officers, shareholders, partners, employees, agents, and property. This Section 9(d) is to be interpreted and applied broadly in favor of Landlord, and it will survive the expiration or termination of this lease. Landlord does not waive, and will not be deemed to waive, any rights it may have against Tenant under this Section 9(d) because of any insurance coverage Landlord or Tenant may have.

(1) Tenant shall indemnify, defend (with attorneys reasonably acceptable to Landlord), protect, and hold harmless Landlord and Landlord's property (including the Premises) from and against any and all liabilities, claims, demands, damages, fines, penalties, judgments, settlements, and costs (including reasonable attorney's fees and litigation costs through final resolution on appeal, whether for the Landlord's outside counsel or the Sacramento City Attorney) that arise directly or indirectly from the possession, use, generation, handling, transportation, remediation, storage, release, threatened release, or disposal of Hazardous Substances on or about the Premises by any person or entity on the Premises while this lease is in effect (other than Landlord's employees or agents), except as follows: Tenant is not obligated to provide this indemnity for any Hazardous Substances that existed in, on, or about the Premises on or before the date Landlord delivers possession of the Premises to Tenant unless Tenant's intentional, negligent, or willful misconduct causes or exacerbates a release of those Hazardous Substances.

(2) Tenant's obligation under this Section 9(d) includes all liabilities, claims, demands, damages, fines, penalties, judgments, settlements, and costs related to—

(A) any required or necessary remediation, repair, cleanup, or detoxification of the Premises or the Improvements and the preparation of closure plans and other required plans, whether the actions and

plans are required or necessary before or after expiration or termination of this lease;

(B) any death, bodily injury, personal injury, property damage or destruction (including injury to the environment), and economic injury that arises from the possession, use, generation, handling, transportation, remediation, storage, release, threatened release, or disposal of Hazardous Substances on, at, or from the Premises by Tenant or by any person or entity who occupies or operates the Premises or the Improvements on Tenant's behalf or as Tenant's subtenant; and

(C) any damage to the Impermeable Cap or violation of the Remediation Agreements by or Tenant's members, directors, officers, shareholders, partners, employees, agents, contractors, subtenants, Lenders, or invitees.

(3) Tenant's obligation under this Section 9(d) will survive the expiration or termination of this lease.

(e) **Remediation by Tenant.** If Tenant or Tenant's members, directors, officers, shareholders, partners, employees, agents, contractors, subtenants, Lenders, or invitees cause the presence of Hazardous Substances on the Premises or the release of Hazardous Substances on or from the Premises, and if that presence or release results in the contamination or deterioration of the Premises, or of any water or soil on or beneath the Premises, or of any property in the vicinity of the Premises, or of the atmosphere, then Tenant shall promptly take all action necessary to investigate and remedy that contamination or deterioration in compliance with Environmental Laws, at no cost to Landlord. In addition, if Tenant or Tenant's members, directors, officers, shareholders, partners, employees, agents, contractors, subtenants, Lenders, or invitees damage the portion of the Impermeable Cap on the Property, then Tenant shall promptly take all action necessary to repair the Impermeable Cap and to remedy any contamination caused by the damage, all in compliance with Environmental Laws and at no cost to Landlord.

(f) **Restrictions on Use of Hazardous Substances.**

(1) Except as provided otherwise in Sections 9(e), 9(f)(2)(A), and 9(f)(2)(B), Tenant and Tenant's members, directors, officers, shareholders, partners, employees, agents, contractors, subtenants, Lenders, and invitees shall not possess, use, generate, handle, transport, remediate, store, release, threaten to release, or dispose of any Hazardous Substances on, under, or about the Premises.

(2) Tenant and Tenant's members, directors, officers, shareholders, partners, employees, agents, contractors, subtenants, Lenders, and invitees may use—

(A) quantities of common chemicals needed to conduct business on the Premises consistent with this lease, including adhesives, lubricants, motor-vehicle fuels, paints, solvents, used motor oil and oil filters, brake fluid, and cleaning fluids; and

(B) other Hazardous Substances that are necessary to conduct business on the Premises consistent with this lease and for which Landlord has given written consent before the Hazardous Substances are brought on the Premises.

(3) Within 10 days after receiving a written request from Landlord, Tenant shall disclose in writing all Hazardous Substances being used on the Premises, the nature of the use, and the manner of storage and disposal.

(g) **Notification Obligations**. Landlord and Tenant shall promptly notify each other in writing of all oral or written communications from a governmental entity that relate to the Premises or the Improvements and concern Hazardous Substances or the violation of Environmental Laws.

10. Indemnity and Insurance

(a) **Indemnity**

(1) *Definitions*. For purposes of this Section 10(a)—

(A) "**Person**" is to be interpreted broadly and includes (i) Tenant's members, directors, officers, shareholders, partners, employees, agents, contractors, assignees, subtenants, Lenders, and invitees and (ii) Landlord's elected officials, appointed officials, officers, employees, contractors, and agents; and

(B) "**Occurrence**" means the death of, or injury to, any Person; and damage to, or destruction of, any real or personal property or the environment, broadly interpreted.

(2) *Tenant's Indemnity Agreement*. Tenant shall indemnify, defend (with attorneys reasonably acceptable to Landlord), protect, and hold Landlord and Landlord's elected officials, appointed officials, officers, employees, contractors, agents, and property (including the Premises) harmless from and against all liabilities, claims, demands, damages, fines, penalties, judgments, settlements, and costs (including reasonable attorneys' fees and litigation

costs through final resolution on appeal, whether for the Landlord's outside counsel or the Sacramento City Attorney) that arise directly or indirectly from Tenant's possession and use of the Premises or from Tenant's construction or use of the Improvements, except to the extent caused by the negligence or willful misconduct of Landlord or Landlord's elected officials, appointed officials, officers, employees, contractors, or agents. Tenant's obligation under this Section 10(a) includes liabilities, claims, demands, damages, fines, penalties, judgments, settlements, and costs arising from any of the following:

(A) Any Occurrence on the Premises.

(B) Any Occurrence that is in any way connected with the Premises or the Improvements or with any personal property on the Premises.

(C) Any Occurrence caused or allegedly caused by either (i) a condition of the Premises or the Improvements that is created by Tenant or by any Person on the Premises with Tenant's permission or (ii) some act or omission on the Premises by Tenant or by any Person on the Premises with Tenant's permission.

(D) Any Occurrence caused by, or related in any way to, work performed on the Premises or materials furnished to the Premises at the request of Tenant or any person or entity acting for Tenant or with Tenant's permission.

(E) Tenant's failure to perform any provision of this lease, to comply with any requirement of law applicable to Tenant, or to fulfill any requirement imposed by any governmental entity on Tenant or Tenant's use of the Premises or on Tenant's construction or use of the Improvements.

(3) *Landlord's Indemnity Agreement*. Landlord shall indemnify, defend (with attorneys reasonably acceptable to Tenant), protect, and hold Tenant and Tenant's members, directors, officers, shareholders, partners, employees, agents, contractors, assignees, subtenants, Lenders, invitees, and property harmless from and against all liabilities, claims, demands, damages, fines, penalties, judgments, settlements, and costs (including reasonable attorneys' fees and litigation costs through final resolution on appeal) to the extent caused by the negligence or willful misconduct of Landlord or Landlord's elected officials, appointed officials, officers, employees, contractors, or agents.

(b) **Liability Insurance.** While this lease is in effect, Tenant shall procure and maintain, at no cost to Landlord, a broad-form comprehensive-coverage policy of public-

liability insurance that insures Tenant and Landlord against loss or liability caused by, or connected with, Tenant's possession and use of the Premises under this lease and Tenant's construction and use of the Improvements. The policy must include an endorsement naming Landlord and all Lenders as additional insureds, and it must be in amounts not less than the following:

(1) $2,000,000 for injury to, or death of, one person and, subject to that limitation, of not less than $2,000,000 for injury to, or death of, two or more persons as a result of any one accident or incident.

(2) $2,000,000 for damage to, or destruction of, any property.

(c) **Garage Liability Insurance.** While this lease is in effect, and if Tenant has sublet the Premises in accordance with Section 12, Tenant shall require that the subtenant procure and maintain, at no cost to Landlord, a garage-liability insurance policy that insures the subtenant, Tenant, and Landlord against loss or liability caused by, or connected with, the subtenant's possession and use of the Premises under this lease and the sublease. The policy must include an endorsement naming Landlord, Tenant, and all Lenders as additional insureds, and it must be in amounts not less than the following:

(1) $1,000,000 for injury to, or death of, one person and, subject to that limitation, of not less than $1,000,000 for injury to, or death of, two or more persons as a result of any one accident or incident.

(2) $1,000,000 for damage to, or destruction of, any property.

(d) **Pollution Insurance.** While this lease is in effect, Tenant shall procure and maintain, at no cost to Landlord, a pollution-insurance policy that insures Tenant and Landlord against loss or liability caused by, or connected with, Tenant's possession and use of the Premises under this lease, in an amount not less than $1,000,000. The policy must include an endorsement naming Landlord as an additional insured. Tenant may comply with this Section 10(d) by requiring a subtenant to procure and maintain the required insurance policy, at no cost to Landlord, with the policy including an endorsement naming Landlord, Tenant, and all Lenders as additional insureds.

(e) **Fire-and-Casualty Insurance.** While this lease is in effect, Tenant shall procure and maintain, at no cost to Landlord, a fire-insurance policy insuring the Improvements for their full replacement value against damage or destruction by fire and the perils commonly covered under the standard extended-coverage endorsement to fire-insurance policies issued on real property in Sacramento County. The policy required by this Section 10(e) must insure the Improvements against loss or destruction by windstorm, cyclone, tornado, hail, explosion, riot, riot attending a

strike, civil commotion, terrorism, malicious mischief, vandalism, aircraft, fire, smoke damage, and sprinkler leakage, even if these perils are not commonly covered under the standard extended-coverage endorsement. During construction of the Improvements, the policy must also include coverage for course of construction, vandalism, and malicious mischief and insure the Improvements and all materials delivered to the construction site for their full insurable value. In addition, so long as any Leasehold Encumbrance exists, the policy must include a standard lender endorsement.

(f) **Landlord's Approval of Policies; Certificates and Copies.** Each insurance policy required under this Section 10 must be issued by an insurance company authorized to transact insurance business in California and will be subject to Landlord's approval, which Landlord shall not withhold, delay, or condition unreasonably. Tenant shall deliver to Landlord one or more certificates of insurance confirming that all policies are in effect, with each certificate executed by the insurance company or companies or by their authorized agents. Tenant shall deliver the certificate or certificates within 10 days after the Effective Date and within 10 days after any policy is replaced, rewritten, or renewed. Upon Landlord's written request, Tenant shall promptly provide Landlord with accurate and complete copies of each policy, including all endorsements.

(g) **Notice of Cancellation of Insurance.** Each insurance policy required under this Section 10 must include an endorsement stating that the policy cannot be cancelled or materially altered for any reason unless the insurer gives at least 30-days' prior written notice of the cancellation or material alteration to Landlord and all Lenders in the manner required by Section 15(b) for service of notices.

11. Condemnation.

(a) **Total Condemnation.** If, while this lease is in effect, any public or quasi-public entity uses the power of eminent domain to take fee title to all of the Premises, or to take fee title to all of the Improvements, or to take the Tenant's entire leasehold estate (a "**Total Taking**"), then this lease will terminate at 12:01 a.m. on the earlier of the day legal title is vested in the entity exercising the power of eminent domain or the day the entity exercising the power of eminent domain takes actual physical possession. Thereafter, both Landlord and Tenant will be released from all obligations under this lease except those specified by Section 11(c) or by the indemnity obligations specified to survive termination or expiration of this lease.

(b) **Partial Taking; Replacement Improvements.**

(1) If, while this lease is in effect, any public or quasi-public entity uses the power of eminent domain to take fee title to less than all of the Premises, or to take fee title to less than all of the Improvements, or to take less than all of the

Tenant's leasehold estate (a "**Partial Taking**"), then all compensation and damages payable for the Partial Taking and attributable to the Improvements will be made available to Tenant as reasonably needed to do the following:

(A) Repair all or any portion of the Improvements not taken.

(B) Replace the Improvements taken on the portion of the Premises not taken (the "**Replacement Improvements**"), if replacement is permitted by then-existing law. Plans and specifications for the Replacement Improvements must be compatible in architecture and construction quality with the Improvements not taken and must be approved in writing by Landlord before construction begins.

(2) Notwithstanding Section 11(b)(1), Tenant may elect to terminate this lease for a Partial Taking if Tenant reasonably determines that the portion of the Premises or the Improvements taken is so substantial that even with the Replacement Improvements Tenant's use of the Premises for the uses described in Section 4(a) will be materially impaired. To terminate this lease under this Section 11(b)(2), Tenant must serve Landlord and Lender with written notice of termination in accordance with Sections 7(b) and 15(b) within 60 days after Tenant receives, from Landlord or the entity exercising the power of eminent domain, a written notice describing the extent and scope of the taking. The termination will be effective on the earlier of the termination date specified in Tenant's notice to Landlord and Lender or the date the entity exercising the power of eminent domain takes physical possession of the portion of the Premises or the Improvements taken by eminent domain, subject to the following: if Tenant specifies a termination date that precedes the date the entity exercising the power of eminent domain will take physical possession, then the termination date must be at least 60 days after the date Tenant serves Landlord and Lender with the notice of termination.

(3) When the termination under Section 11(b)(2) becomes effective—

(A) a subtenancy created by Tenant in or on the Premises will also terminate, and Tenant shall deliver the Premises and the remaining Improvements to Landlord free and clear of the subtenancy, except as follows: in its Sole Discretion, Landlord may notify the subtenant in writing that the subtenant may attorn to Landlord and continue its occupancy of the Premises as a tenant of Landlord;

(B) Tenant shall deliver the Premises and remaining Improvements free and clear of all liens and encumbrances not created by Landlord; and

(C) both Landlord and Tenant will be released from all obligations under this lease except those specified in Section 11(c) and the indemnity obligations specified to survive termination or expiration of this lease.

(c) **Condemnation Award.** Compensation awarded because of a taking by eminent domain will be allocated between Landlord and Tenant as follows:

(1) Compensation for any land that is part of the Premises will be paid to Landlord and be Landlord's sole property, free and clear of any claim of Tenant or any person claiming rights to the Premises through or under Tenant. Tenant is entitled to just compensation for the value of its leasehold estate.

(2) When only a portion of the Premises is taken by eminent domain and Tenant is not entitled to or does not terminate this lease, compensation for any of the Improvements constructed or located on the portion of the Premises taken will be applied in accordance with Section 11(b)(1) toward the Replacement Improvements.

(3) When this lease is terminated under Section 11(a) or 11(b)(2), any compensation awarded for any of the Improvements located on the portion of the Premises taken will be allocated between Tenant and Landlord as follows:

(A) Tenant will receive, as its sole property, the percentage of the compensation awarded for the Improvements that equals the percentage of the term of this lease then in effect that has not expired when the termination becomes effective.

(B) Landlord will receive, as its sole property, the percentage of the compensation awarded for the Improvements that equals the percentage of the term of this lease then in effect that has expired when the termination becomes effective.

(C) Illustration of Sections 11(b)(3)(A) and 11(b)(3)(B): If the termination becomes effective at the end of the fourth year of the First Extended Term, then Tenant would receive 60% of the compensation awarded for the Improvements, and Landlord would receive 40% of the compensation awarded for the Improvements.

(D) For purposes of this Section 11(c)(3), a termination becomes effective at 12:01 a.m. on the earlier of—

(i) the date that title to the portion of the Premises on which the Improvements are located is taken by the entity exercising the power of eminent domain; or

(ii) the date that physical possession of the portion of the Premises on which the Improvements are located is taken by the entity exercising the power of eminent domain.

(4) Any damages awarded for relocation expenses, loss of business, or loss of goodwill will belong exclusively to Tenant.

(d) **Partial Termination and Reduction of Monthly Rent for Partial Taking.** If, while this lease is in effect, a Partial Taking occurs and Tenant does not or cannot terminate this lease under Section 11(b)(2), then this lease will terminate as to the portion of the Premises taken (a "**Partial Termination**") at 12:01 a.m. on the earlier of the date that title to the portion of the Premises on which the Improvements are located is taken by the entity exercising the power of eminent domain or the date that physical possession of the portion of the Premises on which the Improvements are located is taken by the entity exercising the power of eminent domain. Upon a Partial Termination, the Monthly Rent payable under this lease will be reduced in the same proportion that the value of the portion of the Premises taken by eminent domain bears to the full value of the Premises immediately before the Partial Termination. As to the portion of the Premises still subject to this lease after the Partial Termination, Tenant shall construct Replacement Improvements in accordance with Section 11(b)(1) and to do all other acts, at no cost to Landlord, that are required to make the remaining portion of the Premises fit for the uses described in Section 4(a).

(e) **Voluntary Conveyance in Lieu of Eminent Domain.** Landlord's voluntary conveyance of title to a public or quasi-public entity of all or a portion of the Premises under threat by that entity to take it by eminent domain will be considered a taking of title to all or a portion of the Premises under the power of eminent domain for purposes of this Section 11.

12. Assignment and Subletting.

(a) **No Assignment Without Landlord's Consent.**

(1) Tenant may assign this lease only with Landlord's prior written consent, which Landlord shall not withhold, delay, or condition unreasonably, but only if the assignee assumes all of Tenant's obligations under this lease. An assignment made contrary to this Section 12(a) is void unless otherwise permitted by this Section 12.

(2) An assignee must be a person or entity who, in Landlord's reasonable judgment, has the experience and wherewithal needed to successfully manage the Premises consistently with the purposes of this lease and perform all of Tenant's obligations under this lease. To assist Landlord in determining whether to consent to an assignment, Tenant shall provide Landlord with the proposed assignee's complete, detailed financial statements (audited by a certified public accountant reasonably satisfactory to Landlord, if the proposed assignee has the statements audited in its normal course of business), together with complete, detailed information about—

(A) the proposed assignee's business experience;

(B) the proposed assignee's intended use of the Premises and the Improvements;

(C) the proposed assignee's sources of funds for repaying any indebtedness of Tenant that the proposed assignee will assume, take subject to, or agree to pay, and all other claims on those funds; and

(D) any other information that Landlord may reasonably require to determine whether the proposed assignee is qualified.

(3) Landlord's consent to one assignment will not be considered consent to any subsequent assignment.

(b) **Leasehold Encumbrances and Subsequent Transfers.** Notwithstanding Section 12(a), Landlord's consent is not required for the following:

(1) Tenant's assignment to a Lender under a Leasehold Encumbrance (as defined in Section 7(a)) of all or a portion of Tenant's interest under this lease and all Tenant's leasehold estate.

(2) A transfer, conveyance, or assignment resulting from a foreclosure or from a Lender's acceptance of a deed in lieu of foreclosure.

(3) Any transfer, conveyance, or assignment by a Lender following its acquisition of this lease and Tenant's leasehold estate as a result of foreclosure or acceptance of a deed in lieu of foreclosure.

(4) A transfer, conveyance, or assignment to a person or entity that is owned or controlled by Tenant or is under common control with Tenant or its parent entity.

(c) **Subleases.** Tenant may sublet the Premises to a subtenant that Landlord has determined, in Landlord's Sole Judgment, to have the experience and wherewithal needed to successfully operate Motor Vehicles dealership on the Premises, and Tenant must obligate the subtenant to have a Motor Vehicles dealership in operation on the Premises within six months after the date of the sublease.

(1) *Landlord's Approval of Subtenants.* Tenant shall not enter into a sublease of the Premises until Landlord notifies Tenant in writing of Landlord's determination that the proposed subtenant has the experience and wherewithal needed to successfully operate a Motor Vehicles dealership on the Premises. To assist Landlord in making this determination, Tenant shall provide Landlord with the following:

(A) Complete, detailed information about the proposed subtenant's business experience.

(B) The proposed subtenant's complete, detailed financial statements for the most recent business year (audited by a certified public accountant reasonably satisfactory to Landlord, if the proposed subtenant has the statements audited in its normal course of business).

(C) The proposed subtenant's intended use of the Premises and the associated Improvements.

(D) Pro forma financial statements for the first 12 months of the proposed subtenant's operations on the Premises, showing the projected sales of new and used Motor Vehicles (number of units plus dollar amounts).

(E) Any other information that Landlord may require to determine whether the proposed subtenant is qualified. A proposed subtenant will be considered approved unless Landlord disapproves the proposed subtenant in writing within 30 days after Landlord receives all of the information described in this Section 12(c)(1).

(2) *Sublease Provisions.* A sublease must be expressly subject to all terms and conditions of this lease, which will be superior to those set forth in the sublease; must require the subtenant to attorn to Landlord if Tenant breaches or Landlord terminates this lease; and must have a term that does not extend beyond the term of this lease then in effect (i.e., the Initial Term, the First Extended Term, or the Second Extended Term). In addition, a sublease must authorize Tenant to terminate the sublease if, after the subtenant begins operating a Motor Vehicles dealership on the Premises, the subtenant discontinues operations for more than 30 consecutive days for reasons other than a Force Majeure Event (see Section 15(c)).

(3) *Invalid Subleases.* A sublease made contrary to this Section 12(c) is void.

(d) **Certified Copies of Assignments and Subleases.** Tenant shall provide Landlord with a copy of any executed assignment and each executed sublease as soon after execution as is reasonably practicable, and Tenant shall certify in writing that each copy so provided is complete and accurate.

(e) **Non-disturbance of Subtenants.** If Landlord terminates this lease solely because of Tenant's breach or default, then Landlord shall not terminate a sublease that is in effect on the termination date or disturb the possession or leasehold rights of the subtenant. To that end, Landlord shall enter into a non-disturbance agreement with the subtenant, using the form attached as Exhibit C, within 10 days after receiving Tenant's written request for such an agreement. Landlord is not bound by any sublease or amendment to a sublease unless Landlord has consented to it; Landlord shall not withheld, delay, or condition its consent unreasonably.

13. Breach and Remedies

(a) **Breach by Tenant**

(1) *Violations of Lease*. If Tenant violates any covenant, condition, or agreement of this lease, and if Landlord serves Tenant with written notice of breach, then the following will apply:

(A) *Non-monetary violations*. For non-monetary violations, Tenant will be in breach of this lease if Tenant has not cured the violation within 60 days after service of the notice or, for a violation that cannot be cured within 60 days, has not begun work on a cure within 60 days after service of the notice and diligently pursued the cure to completion.

(B) *Monetary violations*. For monetary violations, Tenant will be in breach of this lease if Tenant has not cured the violation within 30 days after service of the notice.

(2) *Other Violations*. In addition to Tenant's failure to cure a violation of any covenant, condition, or agreement within the time permitted by Section 13(a)(1), the following also constitute a breach by Tenant:

(A) The appointment of a receiver to take possession of the Premises or the Improvements, or of Tenant's interest under this lease, or of Tenant's operations on the Premises, for any reason, including an assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, if not released within 60 days.

(B) An assignment by Tenant for the benefit of creditors, or the voluntary filing by Tenant or the involuntary filing against Tenant of a petition or other court action or suit under any law for the purpose of (i) adjudicating Tenant a bankrupt; (ii) extending time for payment; (iii) satisfaction of Tenant's liabilities; or (iv) reorganization, dissolution, or arrangement because of bankruptcy or insolvency, or to prevent bankruptcy or insolvency. In the case of an involuntary proceeding, if all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within 60 days after the filing or other initial event, then Tenant will not be in breach of this lease.

(C) The subjection of any right or interest of Tenant under this lease to attachment, execution, or other levy, or to seizure under legal process, when the claim against Tenant is not released within 60 days.

(D) Tenant's abandonment of, or vacation from, the Premises (failure to occupy and operate the Premises for 60 consecutive days will be considered an abandonment and vacation of the Premises and of the personal property remaining on the Premises). This Section 13(a)(2)(D) does not apply to Tenant's vacating the Premises because the Improvements are damaged or destroyed, nor does it apply to any subsequent, reasonable period of repair or reconstruction.

(E) Except for assignments permitted under Section 12, assignment of this lease by Tenant, either voluntarily or by operation of law, and whether by judgment, execution, death, or any other means.

(F) Use of the Premises for any purpose other than as authorized in this lease.

(b) **Termination and Unlawful Detainer**. If Tenant breaches this lease in accordance with Section 13(a) and the breach continues beyond all applicable notice-and-cure periods, then, except as provided in Section 13(c), Landlord has the following remedies in addition to all other rights and remedies provided by law or equity. Landlord may resort to these remedies cumulatively or in the alternative, at Landlord's Sole Discretion:

(1) Landlord may terminate this lease by serving Tenant and its then-current subtenant, if any, with a written termination notice. If a termination notice is served, then all of Tenant's rights in the Premises and the Improvements will terminate immediately. Promptly after the termination notice is served, Tenant shall surrender and vacate the Premises and the Improvements in

"broom clean" condition; Landlord may re-enter and take possession of the Premises and the Improvements; and except as otherwise provided in Section 12(e), Landlord may eject all persons and entities in possession or occupancy, or eject some and not others, or eject none. Termination under this Section 13(b)(1) will not relieve Tenant from the obligation to pay any sum due to Landlord or from any claim for damages previously accrued or then accruing against Tenant. Nor will termination relieve Tenant from indemnity obligations specified to survive termination of this lease.

(2) Landlord may re-enter the Premises and, without terminating this lease, re-let the Premises and the Improvements, in whole or part, for the account and in the name of Tenant or otherwise; and eject all persons, or eject some and not others, or eject none, except as otherwise provided in Section 12(e). Landlord shall apply all rents from re-letting in accordance with Section 13(b)(6). Any re-letting may be for the remainder of the term then in effect or for a shorter period. Landlord shall execute any leases made under this provision in Landlord's name, and Landlord will be entitled to all rents from the use, operation, or occupancy of the Premises or the Improvements, or of both. Tenant nevertheless shall pay to Landlord, on the due dates specified in this lease, the equivalent of all sums required of Tenant under this lease plus reasonable Landlord's expenses, less the proceeds of any re-letting or attornment. No act by Landlord or on Landlord's behalf under this Section 13(b)(2) will constitute a termination of this lease unless Landlord serves Tenant with a termination notice.

(3) Landlord may store Tenant's personal property and trade fixtures remaining on the Premises for Tenant's account and at Tenant's cost in accordance with California law. The election of one remedy for any one item will not foreclose the subsequent election of any other remedy for another item or for the same item.

(4) Landlord will be entitled to each installment of rent or to any combination of installments for any period before termination, plus interest at 10% per annum from each installment's due date. The proceeds of re-letting or attorned sub-rents will be applied as follows when received: to Landlord to the extent that the proceeds for the period covered do not exceed the amount due from, and charged to, Tenant for the same period; and the balance to Tenant.

(5) Landlord will be entitled to damages in the following sums. For purposes of Sections 13(b)(5)(A) and 13(b)(5)(B), the "worth at the time of award" will be calculated by adding 3% to the discount rate of the Federal Reserve Bank of San Francisco at the time of the award. For purposes of Section 13(b)(5)(C), the "worth, at the time of award" will be calculated by adding 2% to the

discount rate of the Federal Reserve Bank of San Francisco at the time of the award.

(A) The worth at the time of award of the unpaid rent that had been earned at the time of termination of this lease.

(B) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of this lease until the time of award, less the proceeds of all re-lettings and attornments, plus interest at the annual rate of 10%.

(C) The worth at the time of award of the amount by which the unpaid rent for the balance of the term then in effect after the time of award exceeds the amount of future rental loss that Tenant proves could be reasonably avoided.

(D) Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform Tenant's obligations under this lease.

(6) Tenant hereby assigns to Landlord all sub-rents and other sums falling due from subtenants, licensees, and concessionaires during any period in which Landlord has the right under this lease, exercised or not, to re-enter the Premises for Tenant's breach, and Tenant will not have any right to these sums during that period. This assignment is subject and subordinate to all assignments of the same sub-rents and other sums made, before the breach in question, to a Lender holding a Leasehold Encumbrance. Landlord may re-enter the Premises and the Improvements with or without process of law, and without terminating this lease, and collect these sums or bring an action for the recovery of the sums from such obligors, or both. Landlord will receive and collect all sub-rents and proceeds from re-letting, applying them as follows: first, to the payment of reasonable expenses (including attorney's fees or brokers' commissions, or both) paid or incurred by Landlord or on Landlord's behalf in recovering possession, placing the Premises and the Improvements in good condition, and preparing or altering the Premises or the Improvements for re-letting; second, to the reasonable expense of securing new tenants; third, to the fulfillment of Tenant's covenants to the end of the term then in effect; and fourth, to Landlord's uses and purposes. Tenant nevertheless shall pay to Landlord, on the due dates specified in this lease, the equivalent of all sums required of Tenant under this lease plus Landlord's expenses, less the proceeds of the sums assigned and actually collected under this Section 13(b)(6). Landlord may collect either the assigned sums or Tenant's balances, or both, or any installment or installments of them, either before or after expiration of the term then in

effect. But the limitations period will not begin to run on Tenant's payments until the due date of the final installment to which Landlord is entitled, nor will it begin to run on the payments of the assigned sums until the due date of the final installment due from the respective obligors.

(c) **Election to Continue Lease in Effect.** If Tenant breaches this lease while a valid sublease is in effect and the breach continues beyond all applicable notice-and-cure periods, then Landlord may not terminate this lease under Section 13(b) unless Landlord first notifies the subtenant in accordance with Section 13(c)(1) and the time for the subtenant to respond to the notice has passed.

(1) *Landlord's Notice*. Landlord's notice must state that Tenant has breached this lease; describe the breach and the required cure; state the time within which the cure must be completed; and explain that Landlord intends to terminate the lease unless the subtenant notifies Landlord, within 30 days after receiving Landlord's notice, that the subtenant elects to cure the breach and take an assignment of this lease as to the area covered by the subtenant's sublease.

(2) *Subtenant's Response*. The subtenant must respond to Landlord's notice within 30 days after receiving Landlord's notice, and the response must affirm that the subtenant will cure the breach as required, within the time specified in Landlord's notice (or within a time acceptable to both Landlord and the subtenant); and affirm that the subtenant desires to take an assignment of this lease as to the area covered by the subtenant's sublease.

(3) *Assignment*. When Landlord notifies Tenant that a subtenant has elected to cure the breach and take an assignment, Tenant shall assign this lease to the subtenant.

(4) *Subtenant's Failure to Cure*. A subtenant's failure to cure the breach as required, within the time specified in Landlord's notice under Section 13(c)(1) (or within a time acceptable to both Landlord and the subtenant) will constitute a breach under Section 13(a) that entitles Landlord to terminate this lease, in accordance Section 13(b).

(d) **Continuation of Lease in Effect.** If Tenant breaches this lease and abandons the Premises while this lease is in effect, and if Section 13(c) has not been invoked, then Landlord may continue this Lease in effect by not terminating Tenant's right to possession of the Premises. In that event, Landlord will be entitled to enforce all of its rights and remedies under this lease, including the right to recover Monthly Rent as it becomes due. This Section 13(d) is to be applied in accordance with Civil Code Section 1951.4, which provides that a landlord may continue a lease in effect after a

tenant's breach and abandonment and recover rent as it becomes due if tenant has a right to sublet or assign, subject only to reasonable limitations.

(e) **Cumulative Remedies.** The remedies given to Landlord in this Section 13 are not exclusive. They are cumulative with, and in addition to, all remedies provided elsewhere in this lease or allowed by law on or after the Effective Date.

(f) **Waiver of Breach.** A party's failure to insist on strict performance of this lease or to exercise any right or remedy upon the other party's breach of this lease will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any term or provision in this lease will not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving party.

(g) **Surrender of Premises.** On expiration or earlier termination of this lease, Tenant shall surrender the Premises and the Improvements to Landlord in as good, safe, and broom-clean condition as practicable, excepting reasonable wear and tear and damage by forces beyond Tenant's reasonable control. At Landlord's written request, Tenant shall execute and provide to Landlord quitclaim deeds or other reasonable documents in recordable form acceptable to Landlord that reflect the expiration or termination of Tenant's right, title, and interest in this lease, the Premises, and the Improvements.

14. Landlord's Right to Enter and Inspect. Tenant shall permit Landlord and Landlord's elected officials, officers, employees, agents, representatives, or consultants to enter upon the Premises during Tenant's normal business hours while this lease is in effect to inspect the Premises and the Improvements for the purpose of determining Tenant's compliance with this lease. As a condition precedent to exercising this right to enter and inspect, Landlord must notify Tenant, either orally or in writing, a reasonable time beforehand.

15. Miscellaneous

(a) **Relationship of the Parties.** This lease does not create any relationship or association between Landlord and Tenant other than that of landlord and tenant. For example, and without limiting the previous sentence, this lease does not create between Landlord and Tenant the relationship of principal and agent, nor does it create a partnership or joint venture.

(b) **Notices**. Any notice given under this lease must be in writing and will be effective only when sent in the manner provided by this Section 15(b) to the persons identified below:

If notice is to Landlord:

City of Sacramento
Economic Development Department
915 I Street, Third Floor
Mail Station 18000
Sacramento, California 95814
Attention: Jim Rinehart, Director

with a copy to—

City of Sacramento
Facilities and Real Property Management
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attention: Asset Management

If notice is to Tenant:

North Sacramento CJD, LLC
516 Gibson Drive, Suite 290
Roseville, California 95678
Attention: CFO

with a copy to—

Kay & Merkle, LLP
100 The Embarcadero, Penthouse
San Francisco, CA 94105
Attention: Bruce Bercovich, Esq.

Notices may be sent by personal delivery, by fax or e-mail, or by mail. Notices sent by personal delivery (including notices sent by overnight courier, e.g., FedEx, UPS) will be effective when delivered to the recipient. Notices sent by fax or e-mail will be effective when the recipient sends a fax or e-mail confirming delivery. Notices sent by mail will be effective on the third business day after deposit in the United States Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. As used in this Section 15(b), "business day" means any day Landlord's main offices located at 915 "I" Street, Sacramento, California, are open to the public. A party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this Section 15(b).

(c) **Force Majeure.**

(1) "**Force Majeure Event**" means a cause of delay that is not the fault of the party who is required to perform under this lease and is beyond that party's reasonable control, including but not limited to the elements (including but not limited to floods, earthquakes, windstorms, and unusually severe weather), fire, energy shortages or rationing, riot, acts of terrorism, war or war-defense conditions, the acts of any public enemy, the actions or inactions of any governmental entity (excluding Landlord) or the entity's agents, litigation (including but not limited to litigation under CEQA), labor shortages (including but not limited to shortages caused by strikes or walkouts), and materials shortages.

(2) Except as otherwise expressly provided in this lease, if the performance of any act required by this lease to be performed by either Landlord or Tenant is prevented or delayed because of a Force Majeure Event (defined in Section 15(c)(1)), then the time for performance will be extended for a period

equivalent to the period of delay, and performance of the act during the period of delay will be excused.

(3) This Section 15(c) does not excuse Tenant from the obligation to pay rent promptly or the obligation of either party to perform an act when performance is rendered difficult or impossible solely because of that party's financial condition.

(d) **Time of Essence.** Time is of the essence of this lease.

(e) **Broker's Commission.** Landlord shall pay all commissions, fees, and costs owed to CB Richard Ellis in connection with this lease, with the total payment not to exceed $65,000.

(f) **Binding on Successors and Assigns.** This lease binds and inures to the benefit of the successors and assigns of the parties. This Section 15(f) does not constitute Landlord's consent to any assignment of this lease or any interest in the Lease.

(g) **Severability.** If a court with jurisdiction holds any nonmaterial provision of this lease to be invalid, void, or unenforceable, then the other provisions will remain in full force.

(h) **Memorandum of Lease for Recording.** Neither Landlord nor Tenant may record this lease without the other's written consent. Landlord and Tenant shall execute, at the request of either at any time while this lease is in effect, a memorandum or "short form" of this lease for purposes of, and in a form suitable for, recordation. The memorandum or "short form" must describe the parties and the Premises, specify the term of this lease, incorporate this lease by reference, and include any other provisions required by any Lender.

(i) **Interpretation and Venue.** This lease is to be interpreted and applied in accordance with California law, except that the rule of interpretation in Civil Code Section 1654 will not apply. Exhibits A, B, and C are part of this lease. Any litigation concerning this lease must be brought and prosecuted in the Sacramento County Superior Court.

(j) **Interest.** Tenant shall pay interest at the annual rate of 10% on any sums Tenant owes Landlord under this lease but fails to pay when due.

(k) **Authority of Persons Signing Lease.** Each person or entity signing this lease on behalf of Landlord or Tenant warrants and represents that he, she, or it is authorized to execute this lease and to bind Landlord or Tenant, as the case may be, to its provisions.

(l) **Counterparts.** The parties may execute this lease in counterparts, each of which will be considered an original, but all of which will constitute the same agreement.

(m) **Estoppel Certificates.** Each party, within 10 business days after receiving a written request from the other party, shall execute and deliver to the requesting party an Estoppel Certificate that does the following: certifies that this lease is unmodified and in full effect (or, if this lease has been modified, that this lease is in full effect as modified); states the amount of rental and dates to which the rental has been paid in advance, if any; states, to the actual knowledge of the party providing the certificate, whether the other party is in breach of the performance of any provision of this lease, specifying each breach; and states such other pertinent information as Landlord, Tenant, a subtenant, or any Lender may request. Prospective purchasers, lenders, and other similar lien holders of the Premises, and any assignee or subtenant of the Premises, may rely on such an Estoppel Certificate.

(n) **Integration and Modification.** This lease sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations—written, oral, express, or implied—and may be modified only by a written agreement signed by both parties.

(*Signature Page Follows*)

City of Sacramento

By: _____ 5/13/14

John Dangerg, Assistant City Manager
For: John F. Shirey, City Manager

Recommended for Approval

By: _____

James R. Rinehart, Director
Economic Development Department

Approved as to Form
Sacramento City Attorney

By: _____

Joseph Cerullo Jr.
Senior Deputy City Attorney

Attest:
Sacramento City Clerk

By: _____
5-16-14

North Sacramento CJD, LLC

By: _____

Pablo Zegarra, Chief Financial Officer

Dated: 03/21/, 2014

Approved as to Form
Kay & Merkle, LLP

By: _____

Bruce Bercovich
Attorneys for North Sacramento CJD, LLC

Ground Lease
City of Sacramento and North Sacramento CJD, LLC

Exhibit A
Description of the Property

Being a portion of Parcel B as shown and so designated on that certain Parcel Map entitled "Haggin Oaks" filed for record in Book 207 of Parcel Maps, at Page 9, Sacramento County Records situate in Sections 26 and 31 of Rancho Del Paso, City of Sacramento, County of Sacramento, State of California, said property being more particularly described as follows:

Beginning at a point on the west line of said Parcel B from which a 3/4 inch iron pipe with cap stamped L.S. 7944 marking the most southerly corner of said Parcel B bears South°13°32'50"°East a distance of 67.26 feet; thence from said **POINT OF BEGINNING** coincident with said westerly line of Parcel B, North 13°32'50" West a distance of 214.20 feet to a found 3/4 inch iron pipe with cap stamped L.S. 7944 marking an angle point in said west line of Parcel B; thence coincident with the prolongation of said westerly line of Parcel B, North 13°32'50" West a distance of 47.73 feet to the centerline of Rapton Lane as shown on said Parcel Map; thence coincident with said centerline of Rapton Lane for the following 3 arcs, courses and distances:

1. from a radial line which bears South 16°10'02" East, 181.26 feet along the arc of a non-tangent 1965.00 foot radius curve to the left through a central angle of 05°17'07" to a found 1-1/2 inch long by 1/4 inch diameter mag nail tagged L.S. 7944 marking the point of compound curvature;
2. 88.30 feet along the arc of a tangent 365.00 foot radius curve to the left through a central angle of 13°51'42" to a found 1-1/2 inch long by 1/4 inch diameter mag nail tagged L.S. 7944; and
3. North 54°41'09" East a distance of 72.63 feet to a found 1-1/4 inch iron pipe with cap stamped L.S. 7944 marking the intersection with the east line of said Parcel B;

thence leaving said centerline of Rapton Lane, coincident with the east line of Parcel B, South 35°18'51" East a distance of 238.68 feet to the intersection with the multi-purpose easement line as shown on said Parcel Map; thence leaving said east line of Parcel B, coincident with the multi-purpose easement line, South 11°31'43" West a distance of 143.22 feet to the south line of said Parcel B; thence coincident with said south line of Parcel B, from a radial line which bears South 24°16'32" East, 243.14 feet along the arc of a non-tangent 2750.00 foot radius curve to the right through a central angle of 05°03'56; thence leaving the south line of Parcel B, North 20°47'02" West a distance of 58.46 feet; thence South 76°27'10" West a distance of 112.91 feet to the Point of Beginning.

Containing 2.787 acres of land, more or less.

See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.

The Basis of Bearings for this description is California State Plane Coordinate System, Zone 2, NAD'83, as measured between GPS Station "G3709", and GPS Station "G3810 as shown and so designated on that certain Record of Survey entitled "Record of Survey GPS Static Survey" filed

1518.009
04/21/11
CES

for record in Book 63 of Surveys, at Page 29, Sacramento County Records. Said bearing is North 61°25'55" East. Distances shown are ground based.

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2011

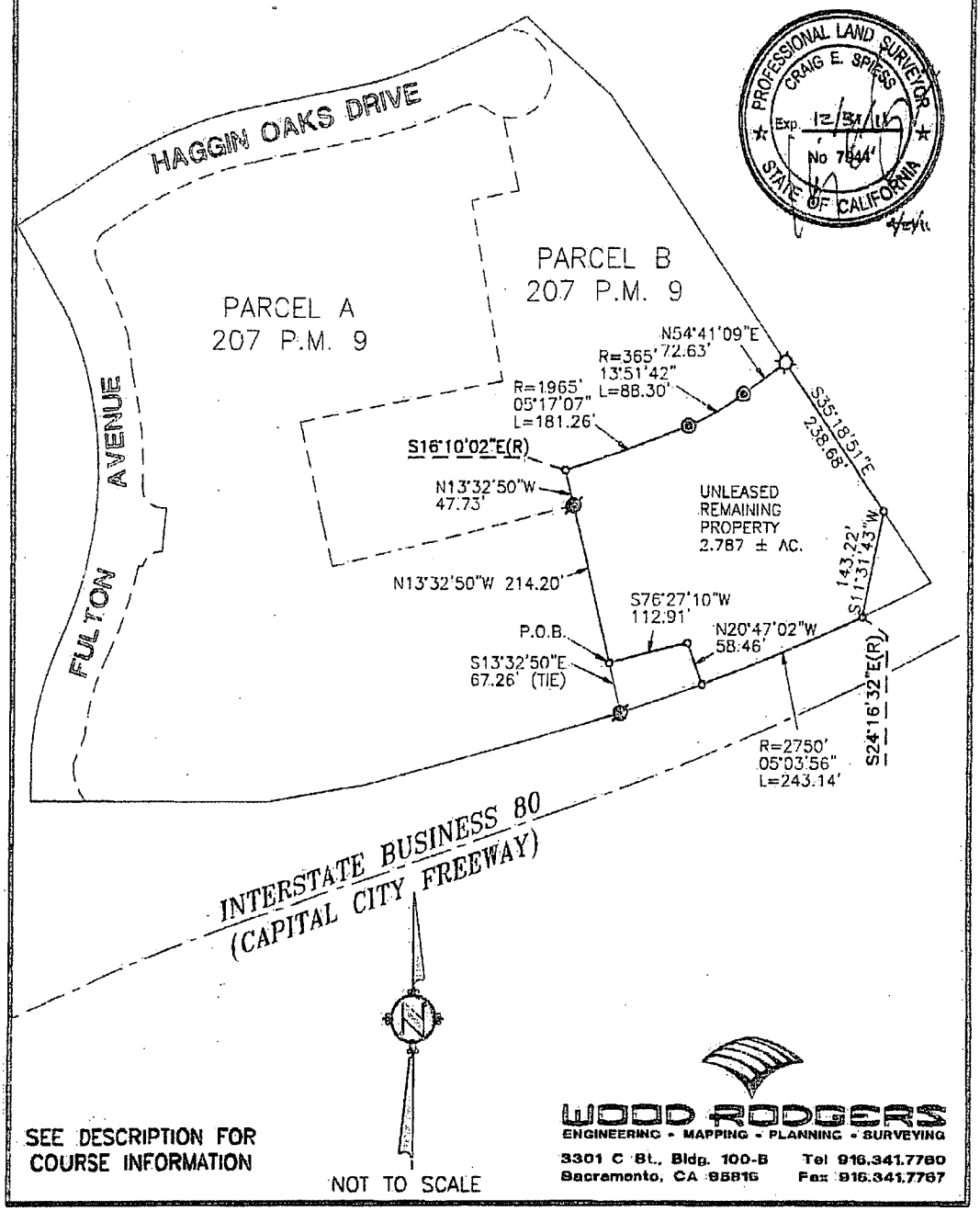
Date: 4/21/11

PROFESSIONAL LAND SURVEYOR
CRAIG E. SPIESS
Exp. 12/31/11
No 7944
STATE OF CALIFORNIA

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

PLAT TO ACCOMPANY DESCRIPTION

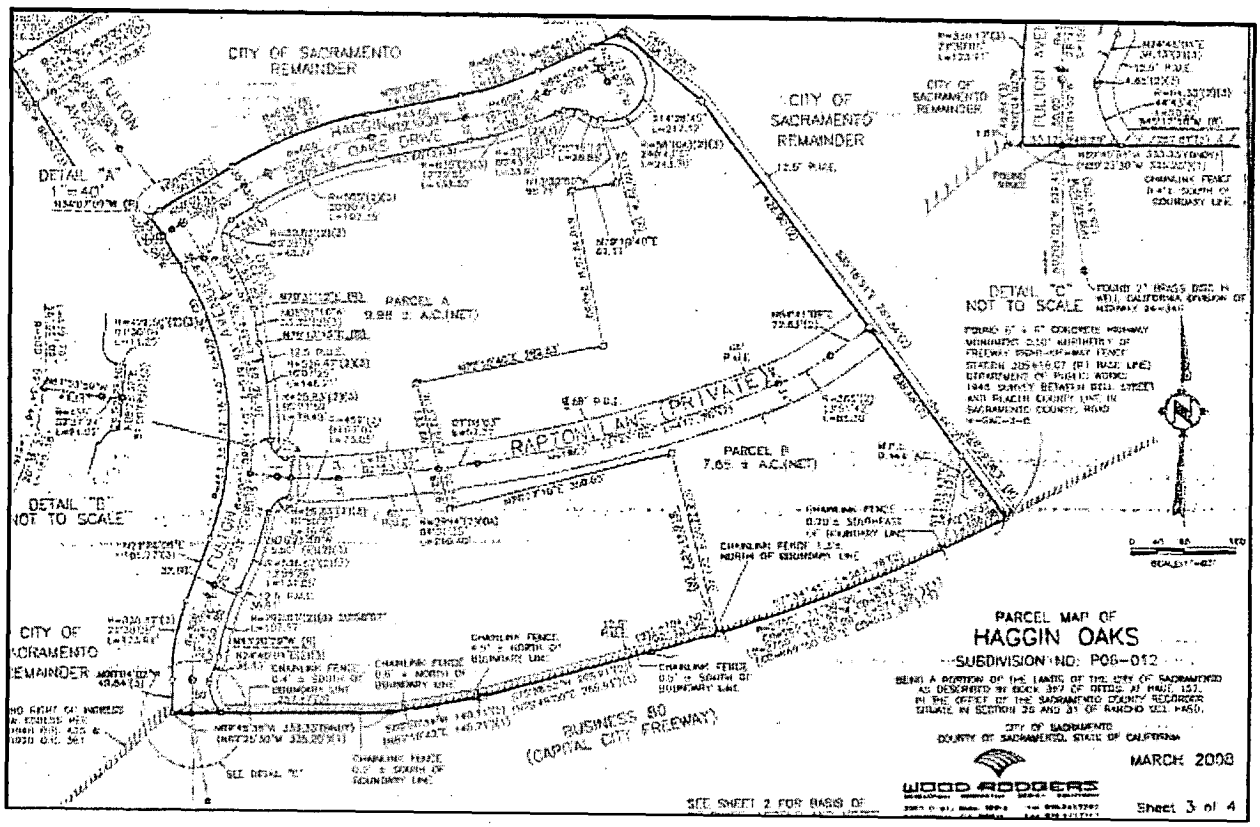
HAGGIN OAKS
PORTION OF PARCEL B – 207 P.M. 9
CITY OF SACRAMENTO
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



Page 3 of 3

Ground Lease
City of Sacramento and North Sacramento CJD, LLC

Exhibit B
Description of the 21-acre Parcel Leased to Sacramento Trapshooting Club



Ground Lease
City of Sacramento and North Sacramento CJD, LLC

Exhibit C
Form of Non-disturbance Agreement

Attached
(Three Pages)

No fee required, as recording benefits the City of Sacramento, a government entity (Gov. Code, §§ 6103 & 27383).

When recorded, return document to—

Office of the City Clerk
New City Hall
915 "I" Street, Fifth Floor
Sacramento, CA 95814

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Non-disturbance Agreement

This Non-disturbance Agreement, dated _____, 20___, is between the CITY OF SACRAMENTO, a California municipal corporation ("**Landlord**"); NORTH SACRAMENTO CJD, LLC, a California limited-liability company ("**Tenant**"); and _____, a _____ ("**Subtenant**").

Background

Landlord owns the fee title of certain real property in the City of Sacramento (the "**Premises**"), and Landlord and Tenant are parties to a Ground Lease dated April __, 2014, under which Landlord leases the Premises to Tenant (the "**Lease**").

Tenant and Subtenant have entered into a written sublease, dated _____, 20__ (the "**Sublease**"), under which Tenant has leased all or a portion of the Premises to Subtenant as described on Exhibit A to this agreement (the "**Subleased Premises**").

With these background facts in mind, the parties agree as follows:

1. In exercising its rights under the Lease (or under any instrument that amends or replaces the Lease) while the Sublease is in effect—

   (a) Landlord shall not disturb Subtenant in, or deprive Subtenant of, its possession of the Subleased Premises or its right to possess all or part of the Subleased Premises under the Sublease; and

   (b) Landlord shall not disturb Subtenant in, or deprive Subtenant of, any right or privilege granted to, or inuring to the benefit of, Subtenant under the Sublease.

2. If, while the Sublease is still in effect, the Lease is terminated or expires for any reason, and if the Sublease would continue in effect but for the termination or expiration of the Lease, then the following will apply:

(a) Landlord shall not make Subtenant a party in any action or proceeding to remove or evict the Tenant and shall not evict or remove Subtenant from the Subleased Premises or disturb or in any way interfere with Subtenant's possession or right of possession while the Sublease is in effect and Subtenant is not in breach or default.

(b) The Sublease will continue in full effect as a direct lease from Landlord to Subtenant, effective as of the date the Lease is terminated or expires. Subtenant shall pay Landlord rent equal to the rent Tenant would have paid Landlord for the Subleased Premises were the Lease still in effect; if Tenant prepaid rent under the Lease before the Lease terminated or expired, then Landlord will credit Subtenant for up to 31 days of the prepaid rent.

3. If Landlord and Tenant amend the Lease or replace it with another instrument, then the amendment or replacement instrument will not bind the Subtenant to the extent it—

(a) conflicts with the Sublease;

(b) imposes any obligations on Subtenant that are more onerous than those imposed by the Sublease;

(c) deprives Subtenant of any rights under the Sublease; or

(d) deprives Subtenant of any rights under the Lease that the Subtenant is privileged to enjoy under the Sublease.

4. Tenant and Subtenant shall not, without Landlord's prior written consent, enter into any agreement modifying the Sublease that would—

(a) reduce Subtenant's obligations with respect to the payment and amount of rent, taxes, insurance, repairs, or restoration of damage;

(b) terminate or shorten the term of the Sublease; or

(c) increase Subtenant's privileges or reduce its obligations with respect to condemnation.

5. A modification, amendment, waiver, or release of any provision of this agreement or of any right, obligation, claim, or cause of action arising under this agreement will not be valid or binding for any purpose unless set forth in a writing duly executed by the party against whom it is asserted.

6. This agreement binds and inures to the benefit of the parties and their heirs, legal representatives, successors, assigns.

7. This agreement is to be interpreted and applied in accordance with California law. It sets forth the parties' entire understanding regarding the matters addressed; is intended to be their final, complete, and exclusive expression of those matters; and supersedes all prior or contemporaneous agreements, representations, and negotiations (written, oral, express, or implied). Exhibit A is part of this agreement. Any litigation concerning this agreement must be brought and prosecuted in the Sacramento County Superior Court.

8. The parties may execute this agreement in counterparts, each of which will be considered an original, but all of which will constitute the same agreement.

City of Sacramento

By: _____
[Name]
[Title]
Date: _____, 20__

Approved as to Form
Sacramento City Attorney

By: _____

North Sacramento CJD, LLC

By: _____
[Name]
[Title]
Date: _____, 20__

[Name of Subtenant]

By: _____
[Name]
[Title]
Date: _____, 20__

04

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00868

Title: SMUD Undergrounding Priority List

Location: Citywide

Recommendation: Pass a Resolution approving the Amended and Restated Selection Criteria and Priority List for the SMUD System Enhancement Undergrounding Program.

Contact: Rachel Hazlewood, Senior Project Manager, (916) 808-8645, Economic Development Department

Presenter: None

Department: Economic Development Dept

Division: Citywide Development

Dept ID: 18001031

Attachments:

1-Description/Analysis

2-Resolution

City Attorney Review

Approved as to Form
Michael Sparks
9/30/2015 1:52:04 PM

Approvals/Acknowledgements

Department Director or Designee: Larry Burkhardt - 9/18/2015 1:51:30 PM

Description/Analysis

Issue Detail: On March 9, 2010, the City Council adopted Resolution 2010-119, which approved the SMUD Commercial Undergrounding Project Ranking Criteria and the SMUD Undergrounding Priority List. On May 13, 2014, the City passed Motion 2014-0100, which approved an amended SMUD Undergrounding Priority List that included 12 projects located throughout the city. Since that time, SMUD has determined a resolution approved by City Council is required by the SMUD System Enhancement program guidelines. To meet that requirement, the list is being resubmitted to City Council for approval. Additionally, two more potential projects have been identified, ranked, and included on the list. They are Meadowview Road and Freeport Boulevard. Staff is recommending approval of restated SMUD Commercial Undergrounding Project Ranking Criteria and an amended SMUD Undergrounding Priority List that includes 14 projects listed in ranked order.

No funding is being provided at this time and it is expected that not all projects on the list will be undertaken. However, should a project proceed, the City would be eligible to submit an application to SMUD for funding to underground or relocate power lines. Should two or more projects be ready to submit to SMUD at the same time, the higher ranked project would receive priority for consideration.

Policy Considerations: Undergrounding power lines is consistent with the Economic Development Strategy goal to assist in the revitalization of commercial corridors.

Economic Impacts: None at this time.

Environmental Considerations: The approval of a ranked priority list of projects is an administrative activity and does not constitute a project as defined by the California Environmental Quality Act (CEQA), CEQA Guidelines, Sections 15061 (b)(3) and 15378 (b)(2).

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The relocation or undergrounding of overhead power lines can help improve aesthetics, economic vitality, safety, and disabled access. Annually, SMUD makes available one half of one percent of its gross electric sales revenues to the jurisdictions it covers for the System Enhancement program, which in SMUD's 2015 budget was approximately $6.8 million. Identifying projects as City

priorities is the first step in the eligibility process. Having a ranked priority list will assist the City and SMUD in making funding decisions should the City have more than one project that is ready to apply to SMUD for funding at the same time.
Since the ranked list was adopted in May 2014, two additional projects have been added to the list. Expanding the list will provide an opportunity for additional projects to potentially participate in the program.

Financial Considerations: None at this time.

Local Business Enterprise (LBE): Not applicable.

RESOLUTION NO. 2015- _____

Adopted by the Sacramento City Council

October 13, 2015

AMENDING AND RESTATING THE SELECTION CRITERIA AND THE PRIORITY LIST FOR THE SACRAMENTO MUNICIPAL UTILITY DISTRICT (SMUD) SYSTEM ENHANCEMENT UNDERGROUNDING PROGRAM

BACKGROUND

A. The relocation or undergrounding of primary voltage overhead power lines is desirable to the City as it improves aesthetics, economic vitality, safety and disabled access along corridors.

B. The SMUD recognizes these benefits and established the System Enhancement Program to fund selected distribution system enhancements by relocating or undergrounding existing power lines below 69 kV.

C. SMUD will fund the cost to relocate or underground its facilities and will fund the costs to construct the utility trench provided that: (i) the City has established the project and determined that it is in the public interest, (ii) the relocation of all telecommunication company facilities with leases and rights to the existing joint pole facilities has been funded and approved by those companies, (iii) the plans and specifications for the relocation of SMUD's facilities has been completed by others, (iv) the underground improvements have been constructed to SMUD's satisfaction, (v) all required building permits have been approved, (vi) all private property right of way requirements and easements and service relocation agreements with all affected property owners have been executed, and (vii) any easements that may be required by SMUD for its above-ground utility boxes have been granted.

D. On March 9, 2010, the City Council adopted Resolution 2010-119, which approved the SMUD Commercial Undergrounding Project Ranking Criteria and the SMUD Undergrounding Priority List. On May 13, 2014, the City passed Motion 2014-0100, which approved an amended SMUD Undergrounding Priority List that included 12 projects located throughout the city.

E. Since May of 2014, two additional potential projects have been identified, which have been rated and ranked according to the evaluation criteria and included in an amended SMUD Undergrounding Priority List.

F. The restated SMUD Commercial Undergrounding Project Ranking Criteria and amended SMUD Undergrounding Priority List are being submitted for adoption by City Council resolution, as required by the SMUD System Enhancements

program. The restated Ranking Criteria and amended Priority List will supersede the criteria and lists approved by Resolution 2010-119 and Motion 2014-0100.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The SMUD System Enhancement Program Commercial Underground Project Ranking Criteria attached as Exhibit A is hereby approved.

Section 2. The SMUD System Enhancement Program Ranked Priority List attached as Exhibit B is hereby established.

Table of Contents:

Exhibit A: Commercial Underground Project Ranking Criteria
Exhibit B: Ranked Priority List

Exhibit A

City of Sacramento
SMUD SD-14 System Enhancement
Commercial Undergrounding Project Ranking Criteria

Ranking (maximum of 100 points)

1. **Project Readiness** **Up to 15 pts**
   Scoring is based on the work completed at the time projects are scored and ranked. Points are awarded for projects for which technical or feasibility studies, streetscape, or master plans have been completed. Points are also awarded to projects which have construction documents in progress (30% completed or more).

2. **Financial Feasibility** **Up to 20 pts**
   There is no match required by SMUD, but there are non-eligible costs that must be paid, such as project management, purchase of easements, and toxic remediation. Projects that have a realistic budget and a committed source of funds to pay for the project and these non-eligible costs will be awarded up to 20 points.

3. **Property Owner Commitment** **Up to 20 pts**
   Points will be awarded based on the highest level of commitment received from impacted property owners. Impacted property owners are those owners from whom an easement, temporary construction easement, and/or right of way acquisition will be required. Projects in which owners have consented to participate, including those who will have above ground facilities on their property, will receive up to 20 points.

4. **Commercial Corridor** **20 pts**
   Projects located on one of the 19 priority commercial corridors will receive 20 points.
   - 12th Street (Richards Boulevard to I Street)
   - 16th Street (Richards Boulevard to Broadway)
   - 65th Street
   - Broadway West (Miller Park to Alhambra Boulevard)
   - Broadway East (Alhambra to Stockton Boulevard)
   - Del Paso Boulevard (Acoma to Marysville Boulevard)
   - Florin Road (Franklin Boulevard to 24th Street)
   - Folsom Boulevard West (Alhambra to UPRR Overcrossing)
   - Folsom Boulevard East(UPRR Overcrossing to Watt Avenue)
   - Franklin Boulevard (Sutterville to Fruitridge Roads)
   - Freeport Boulevard (2nd Avenue to City Limits, excluding William Land Park)
   - Fruitridge Road (65th Street to Power Inn Road)
   - Mack Road (Center Parkway to Highway 99)

- Marysville Boulevard (Roanoake Avenue to Arcade Creek)
- Midtown (16th to 29th Street, J to L Streets)
- Northgate Boulevard (Garden Highway to I-80)
- R Street Corridor (3rd Street to 17th Street)
- Richards Boulevard (North 12th Street to Jibboom Street)
- Stockton Boulevard (X Street to Riza Avenue)

5. Streetscape or Other Public Enhancement Projects **15 pts**

Projects that are part of a larger public improvement project such as streetscape, park, new light rail line, or light rail station will receive 15 points.

6. Business Impact and Support **10 pts**

Projects that have the support of a Business Improvement District (BID) or Property-based Business Improvement District (PBID) will receive 5 points. Projects which impact eight or more businesses will receive an additional 5 points.

Exhibit B

SMUD SD-14 System Enhancement Program

Ranked Priority List

1. North 12th Street/12th Street from the American River to H Street.

2. R Street (Phase II) from 13th Street to 16th Street.

3. Broadway (west side) from 3rd Street to 28th Street.

4. Richards between North 12th Street and Dos Rios Street, continuing south along Dos Rios Street to North B Street.

5. Mack Road between Highway 99 and Franklin Boulevard and extending down Valley Hi Drive to Bruceville Road and down Bruceville Road to Timberlake Way.

6. North 16th Street from the Union Pacific railroad underpass to Richards Boulevard (west side).

7. R Street (Phase III) between 16th and 18th Streets (south side).

8. Capitol Avenue between 19th and 20th Streets continuing on 20th Street to Matsui Alley.

9. Richards Boulevard from North 5th Street to Sequoia Pacific Boulevard (north side).

10. Florin Road between Tamoshanter Road and Franklin Boulevard (north side).

11. Ramona Avenue from Brighton Avenue to Power Inn Road (west and north sides). Cucamonga Avenue from Ramona Avenue to Power Inn Road.

12. Meadowview Road between Freeport and Detroit Boulevards.

13. Freeport Boulevard between Bidwell Way and Sutterville Road.

14. North 5th Street from Richards Boulevard to the American River.

City of SACRAMENTO 05
City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00858

Title: North Natomas Drainage Fees Disbursement and Waiver and Release (Adjourned from 10/06/2015)

Location: District 1

Recommendation: Pass a Resolution 1) appropriating funds to reimburse Lennar Communities from drainage fees for expenses incurred in the construction of drainage facilities benefitting schools and civic uses; and 2) authorizing a waiver and release regarding the collection of drainage fees.

Contact: Mark Griffin, Manager, (916) 808-8788, Department of Finance

Presenter: None

Department: Finance

Division: Public Improvement Finance

Dept ID: 06001321

Attachments:

1-Description/Analysis

2-Background

3-Resolution

4-Exhibit A

City Attorney Review

Approved as to Form
Joseph Cerullo
9/30/2015 12:41:41 PM

Approvals/Acknowledgements

Department Director or Designee: Leyne Milstein - 9/28/2015 4:11:12 PM

Description/Analysis

Issue: Drainage fees have been collected over the past fourteen years under the North Natomas Financing Plan (Plan) to reimburse Lennar Winncrest for the construction of common, backbone drainage improvements benefitting schools and City civic uses. Appropriation authority is necessary to release the funds. A waiver and release is necessary to disburse the funds to Lennar Winncrest, to release the City from any liability for past fee collections, and to establish expectations for the collection of drainage fees from schools that might be constructed in the future.

Policy Considerations: California Government Code Section 66000, et seq. provides for the imposition of development impact fees and their use. Development impact fees cannot be comingled with other funds, must be used for the purposes for which the fee was imposed or be returned to the payer, and must earn interest. The disbursement to the intended recipient is consistent with state law and with the Plan. The waiver and release also releases the City from any liability regarding constructed schools and defines the expectations of the parties regarding two school sites that are consistent with the Standard Development Agreement and the Plan.

Environmental Considerations: Passage of the resolution is not a “project” subject to CEQA because (a) it has no potential to cause a significant effect on the environment and (b) it pertains to continuing administrative activities. (14 Cal. Code Regs. §§ 15061(b)(3), 15378(b)(2).)

Committee/Commission Action: None

Rationale for Recommendation: The Natomas Unified School District (NUSD), from which the fees were collected, does not object to the disbursement of funds to the intended recipient. The waiver and release will permit that disbursement to proceed and will release the City from any known liability regarding the collection of drainage fees from constructed schools. The waiver and release further defines the intent of the parties to the two remaining school sites, committing them to use good-faith efforts to implement a practical means for the collection of drainage fees on future schools.

Financial Considerations: The total of all fees collected is $550,837.50. Combined with interest earnings of $188,155.50, the total available for disbursement is $738,993.00. These funds are reserved for drainage fee reimbursement purposes in the Plan accounts and are recommended for disbursement with approval of the waiver and release. There is no impact on the General Fund or on other activities of the Plan.

Local Business Enterprise (LBE): Not applicable.

Background

When the North Natomas Community Plan and Financing Plan (Plan) were under development in the 1990s, a group of landowners, developers, City staff, school staff, and a wide variety of other interested parties formed a “Working Group” to design policies and procedures for City Council approval. There was widespread involvement and buy-in. One feature of the adopted Plan was the option of financing drainage sub-basins with Mello-Roos bond districts, in which case all land uses would be taxed except school and civic parcels, which were to pay drainage fees (1999 Plan, page IX-4 adopted by Resolution 99-471). If no Mello-Roos bonds were used, there were also to be no drainage fees for civic and school uses. This policy is unchanged to this day.

From 1999 to 2001, Lennar Winncrest constructed common, backbone drainage sub-basin facilities benefitting lands on which six school sites were planned by the NUSD and the Twin Rivers Unified School District (TRUSD). Mello-Roos bonds were used, which triggered the Plan requirement that drainage fees be imposed for schools and civic uses.

Four schools were constructed out of six sites subject to the drainage fee policy. Fees in the amount of $414,350 were collected for two schools on August 9, 2001, both constructed by the NUSD, on the good faith understanding that the fees were due under the Plan.

No mechanisms other than the Plan were in place to require payment of the fee by the schools. There are no formal agreements between the schools and the City concerning the collection or the disbursement of drainage fees. The agreements between Lennar Winncrest and the City (City Agreements 98-109-1, 2001-805, 2002-030, and 98-067) include some reimbursement provisions, but these do not function properly. The provisions, present in two of the agreements, require the fee “be payable upon such landowner’s first recordation of a…map, or issuance to such landowner of a special permit, whichever first occurs” [City Agreement 98-109-1, Exhibit G, Section 2 (a)]. However, the developer itself recorded the maps and the schools are not obligated to acquire special permits from the City. Finally, the six land sales agreements between Lennar and the schools have no provision for the payment of drainage fees.

At various times over the past ten years, the NUSD, the TRUSD, Lennar Winncrest, and the City have attempted to resolve the matter. In spite of the deficiencies, the NUSD has no objection to the disbursement of collected fees to Lennar Winncrest. A letter from NUSD to Lennar Homes to this effect is included at the end of this section.

As a matter of state law, the funds held by the City must either be returned to the payer or disbursed to the developer. Interest must also be disbursed.

Lennar is willing to release any rights it holds to fees not collected from the two other constructed schools in exchange for the fees on hand with interest and the City’s good

faith commitment to work with Lennar and the schools to collect fees for the two schools remaining to be built when they are constructed.

The intent of the Plan has always been to charge the drainage fees. The Standard North Natomas Development Agreement between the City and all developers in North Natomas commits all parties to abide by the terms of the Plan. The waiver and release commits the City to explore in good faith a workable method to implement the terms of the Plan on two remaining school sites, if possible.

A map of all six sites is provided at the end of this section.

The City civic use fees were handled differently. The City, as a party to City Agreement 98-109-1 (Agreement) covering Basin 1, agreed that fees would be determined in accordance with a “Technical Supplement” to the Agreement. The Technical Supplement accounts for all costs by all developers (the City also constructed facilities) and allocates those costs to each acre by land use. The difference between an owner’s cost and benefit represents the amount to be received from or paid to other owners. A payment amount represents the fee. The Technical Supplement is updated periodically to account for new construction and to update estimates of improvements yet to be built. The last update was in February 2010. As shown below, the City’s “fee” is $136,487.

Overall Cost Summary
2010 Technical Supplement Update
Cost Breakdown by Constructing Entity
4/5/2010

Item	Total Current & Future Construction	Total Estimated Obligation	Difference Over (Under)
Revised Estimate 2004 Totals	**$36,479,744**		
1 Lennar Constructed Facilities	**$21,499,215**		
2 Lennar Future Construction	**$0**		
Lennar Total	**$21,499,215**	**$12,808,288**	**$8,690,926**
1 Schumacher Constructed Facilities	**$6,395,686**		
2 Schumacher Future Construction	**$1,520,307**		
Schumacher Total	**$7,915,993**	**$15,048,776**	**($7,132,783)**
1 JMA Constructed Facilities	**$1,170,747**		
2 JMA Future Construction	**$0**		
JMA Total	**$1,170,747**	**$1,938,528**	**($767,780)**
1 Lewis Constructed Facilities	**$4,536,375**		
2 Lewis Future Construction	**$95,389**		
Lewis Total	**$4,631,764**	**$5,285,641**	**($653,877)**
1 City of Sacto Constructed Facilities	**$1,262,024**		
2 City of Sacto Future Construction	**$0**		
City of Sacto Total	**$1,262,024**	**$1,398,511**	**($136,487)**
1 Subtotal Constructed Facilities	**$34,864,048**		
2 Subtotal Future Construction	**$1,615,696**		
Total Check	**$36,479,744**	**$36,479,744**	**$0**

Prepared by:
Wood Rodgers Inc.

The total of all fees collected is $550,837.50. Combined interest earned is $188,155.50, for a grand total of $738,993.00. All amounts have been reserved. The waiver and release will disburse the funds to Lennar Communities as well as release the City of any liability over the collection of past fees and commit the City to work in good faith with Lennar to implement a practical means for collecting drainage fees on future schools that may be constructed on certain parcels.

The letter from NUSD to Lennar Communities representing their position on the fees is as follows:

Natomas
Unified School District
Connecting students to their future

Board of Trustees
B. Teri Burns
Scott Dosick
Ryan Herche
Susan Heredia
Lisa Kaplan
Chris Evans, Superintendent

May 17, 2013

Don Barnett
Community Planning Manger
Lennar Homes
1075 Creekside Ridge Drive, Suite 100
Roseville, CA 95678

Re: Natomas Drainage Fees

Dear Mr. Barnett:

On July 6, 1999, Lennar Winncrest, LLC ("Lennar") and the Natomas Unified School District (the "District") entered into a Purchase and Sale Agreement for the Natomas Park Elementary School site. In response to entering into that agreement, the District paid approximately $175,000 to the City for drainage fees related to the construction of the Natomas Park Elementary School. The District paid the drainage fees related to the Natomas Park Elementary School in 2000 during the time the District was building the Natomas Park School facility. These fees have remained on deposit at the City since then.

Next, in August 1999, Lennar and the District entered into a Purchase and Sale Agreement for the Charter School site. The District paid approximately $240,000 to the City for drainage fees related to the construction of the Charter School. The District paid the drainage fees related to the Charter School also in 2000 during the time the District was building the Charter School facility. These fees have remained on deposit at the City since then.

Finally, on August 13, 2002, Lennar and the District entered into a Purchase and Sale Agreement for the Northborough Elementary School site, the site for the Heron School. No drainage fees were ever paid to the City related to the construction of the Heron School.

In January of this year, you contacted the District to inquire as to the status of the drainage fees. After thorough consideration of the matter, the District is willing to have released to Lennar, the money that is currently deposited with the City. At your request, the District will contact the City and provide them with our approval for the release of the funds. The District is, however, unwilling to pay any additional monies related to the drainage fees with regards to the schools discussed in this letter. The District does not believe that, at this point, there is any legal basis to compel further payment by the District.

Please contact me at (916) 567-5457 if you have any questions / concerns, or if you would like to meet with me regarding this matter.

Sincerely,

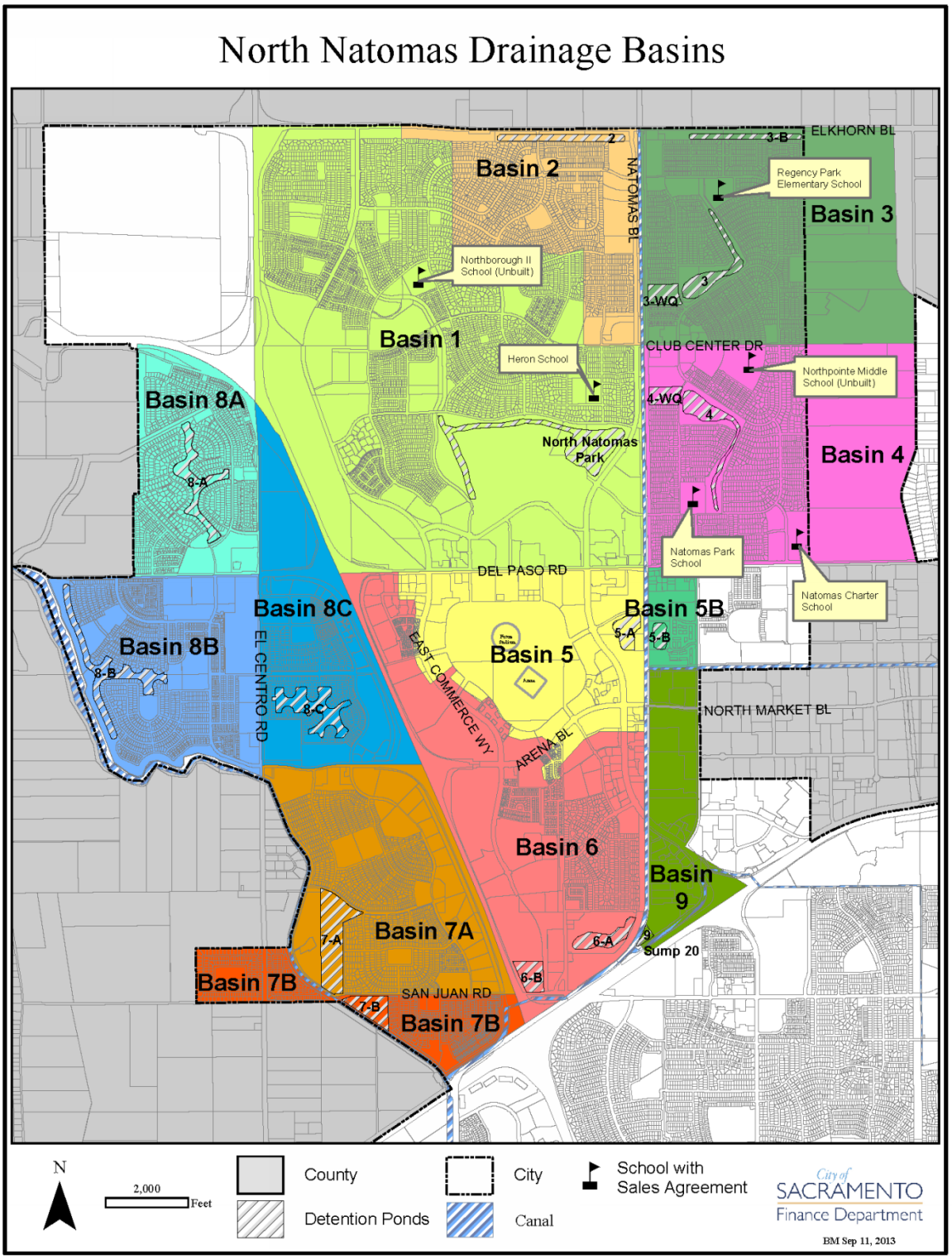
Douglas Crancer

Douglas Crancer,
Assistant Superintendent of Business Services

cc: Constantine C. Baranoff
Jeffrey L. Massey
Chris Evans

1901 Arena Blvd., Sacramento, CA 95834
(916) 567-5400

The map showing developed and undeveloped school sites is as follows:



RESOLUTION NO.

Adopted by the Sacramento City Council
on October 6, 2015

APPROPRIATION OF NORTH NATOMAS DRAINAGE FEES AND EXECUTION OF WAIVER AND RELEASE

BACKGROUND

A. Under the North Natomas Financing Plan (the "**Plan**"), drainage fees are to be collected on civic uses to reimburse developers that construct drainage improvements benefiting the civic uses.

B. In accordance with the following City Agreements, Lennar Winncrest, LLC ("**Lennar**") has constructed, and the City has accepted, drainage facilities that benefit civic uses: 98-109-1, dated November 19, 1998 (covering Basin 1); 2001-805, dated September 7, 2001 (covering Basin 2); 2002-030, dated February 7, 2002 (covering Basin 3); and 98-067, dated June 10, 1998 (covering Basin 4).

C. In calendar-year 2001, the City collected drainage fees in the amount of $414,350.50 from the Natomas Unified School District for two schools constructed within Basin 4. In accordance with the Plan and City Agreement 98-109-1 (covering Basin 1), the City set aside $136,487, representing the City's fair share of the cost to construct the North Natomas Library and the Town Center.

D. As required by Government Code § 66006, the drainage fees collected were not comingled with other revenues, and all interest earned on the fees was credited to the purposes for which the fees were collected.

E. The total of all drainage fees collected and reserved, plus interest, is $738,993. An appropriation of the drainage fees collected and the accumulated interest is necessary to reimburse the Lennar.

F. The City has agreed to disburse to Lennar the drainage fees collected to date from the Natomas Unified School District; Lennar has agreed to release the City from any claims Lennar may have in connection with drainage fees that have not been collected from school districts within the Plan area in the past; and the City and Lennar have agreed to use good-faith efforts to implement a practical means for collecting drainage fees on future schools that may be constructed on certain parcels.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to appropriate $738,993 from the fund balance of the North Natomas Drainage Fee Fund (3205) for the purposes described in the Background.

Section 2. The City Manager is authorized to execute on the City's behalf the Waiver and Release attached to this resolution as Exhibit A.

Waiver and Release

Reimbursement for Storm Drainage Improvements for City Civic Uses and Constructed School Facilities Pursuant to the North Natomas Financing Plan

This agreement is between the **City of Sacramento** (the "City"), a California municipal corporation; and Lennar Winncrest, LLC. ("Landowner").

Background

A. Landowner has constructed drainage facilities that benefit lands in the North Natomas Finance Plan area identified in Exhibit A ("Benefit Area") that belong to other landowners who did not contribute their proportional share of the cost thereof at the time of construction. Landowner has completed the drainage facilities and they have been accepted by the City as required by the Agreements for Construction of Drainage Improvements dated November 19, 1998, and entered into by the City and Landowner ("Drainage Agreement").

B. On August 9, 2001, the City received drainage fees paid by the Natomas Unified School District for two of four constructed schools located in the Benefit Area in the total amount of $414,350.50, has maintained the funds in a separate account that has not been commingled with any other development or impact fees collected with respect to the North Natomas Financing Plan Area, and as of May 1, 2015, has earned interest in the City's demand account ("Pool A") in the amount of $177,251.93.

C. The City also reserved drainage fees for all City civic uses in the Benefit Area in the amount of $136,487 in accordance with the 2010 Technical Supplement Update for Drainage Basin Number One, Community Facilities District Number Four (Wood Rodgers Inc., May 6, 2010) and consistent with the North Natomas Financing Plan. The City has maintained the funds in a separate account that has not been commingled with any other development or impact fees collected with respect to the North Natomas Financing Plan Area and as of May 1, 2015, has earned interest in the City's Pool A in the amount of $10,903.57.

D. No drainage fees were paid for the Regency Park Elementary School (parcel number 201-0540-050) and the Heron Elementary School (parcel number 225-004-0036) located in the Twin Rivers School District and the Natomas Unified School District (collectively "School Districts"), respectively.

E. The City does not possess any other drainage fees paid by landowners or reserved by the City for civic uses located in the Benefit Area.

With these background facts in mind, the City and Landowner agree as follows:

1. **The City's obligations with respect to City civic uses and constructed school facilities.** The City shall pay **$738,993.00** to Landowner, by check, within 30 days after the effective date of this agreement (see section 7 below). This amount represents the total reimbursement the City owes Landowner for drainage fees collected from other landowners and reserved by the City plus accumulated interest earned within the Benefit Area.

2. **The obligation of the parties with respect to schools not yet constructed.** The parties also agree to use good faith efforts to implement a practical means for collecting drainage fees on future schools that may be constructed on parcel numbers 201-0440-016 and 225-1060-039, including but not limited to, researching legally enforceable collection mechanisms, invoicing the School Districts for drainage fees incurred and meeting with personnel from the School Districts. To the extent all or any portion of such parcels become City owned, the City shall reserve drainage fees at the time of construction on said parcels.

3. **The obligation of the parties with respect to schools constructed for which no drainage fees were paid.** In the event that Landowner continues efforts to collect the drainage fees listed in Recital D above from the School Districts after the effective date of this agreement, the City agrees to provide relevant information in its possession related to the drainage fees, including information regarding the North Natomas Financing Plan, the Benefit Area, and applicable reimbursement agreements, to Landowner and the School Districts.

4. **Landowner's Release of Liability.** The following provisions are effective when the City has fully performed its payment obligation under section 1:

   (a) **Release.** Except as otherwise provided in Section 4(d), Landowner unconditionally and forever releases and discharges the City and the City's elected officials, officers, employees, and agents from all debts, claims, damages, and causes of action of any kind that pertain to, arise out of, or are in any way connected with, the City's obligations under the North Natomas Financing Plan for City civic uses and constructed school facilities. This release and discharge is to be broadly interpreted. It covers all acts, omissions, transactions, and events that relate to the City's obligations under the North Natomas Financing Plan to reimburse Landowner for the drainage fees collected under the North Natomas Financing Plan for City civic uses and constructed school facilities prior to the date of this agreement. It also includes any claim by Landowner for attorneys' fees, penalties, interest, and costs in any way connected with reimbursement for the drainage fees collected under the North Natomas Financing Plan for City civic uses and constructed school facilities prior to the date of this agreement. This release and discharge—

      (1) applies not just to Landowner but also to all persons and entities claiming by, through, under, or in concert with Landowner; and

(2) covers all claims, rights, liabilities, demands, obligations, duties, promises, costs, expenses, damages, and other losses or rights of any kind—past, present, and future—whatever the theory of recovery, and whether known or unknown, patent or latent, suspected or unsuspected, fixed or contingent, or matured or un-matured.

(b) **Waiver of Civil Code section 1542.** Landowner waives all rights and benefits that it has, and all rights and benefits that any person or entity claiming by, through, under, or in concert with it may have, under Civil Code section 1542, which provides as follows:

> **A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known to him or her must have materially affected his or her settlement with the debtor.**

This release under Civil Code section 1542 applies only to the claims Landowner may have concerning collection of drainage fees for City civic uses and constructed school facilities prior to the date of this agreement under the North Natomas Financing Plan.

(c) **Future claims.** Landowner acknowledges that after it enters into this agreement it may discover unknown or unsuspected claims or facts that are in addition to, or different from, the facts and claims it intends hereby to release fully, finally, and forever. Landowner further acknowledges that those unknown or unsuspected facts and claims are covered by the release in subsection 2(a) and the waiver in subsection 2(b) to the extent they pertain to, or arise out of, any acts, omissions, transactions, or events that relate to any agreement or understanding the City and Landowner may have concerning reimbursement for the lands transferred under the Reimbursement Agreement for City civic uses and constructed school facilities.

(d) **Exceptions.** The provisions of Sections 4(a), 4(b) and 4(c) are not applicable to the following: (i) the City's obligations under section 2; (ii) the City's obligations under section 3; and (iii) the City's obligation to promptly pay Landowner drainage fees collected in the future within the Benefit Area.

4. **Binding effect.** This agreement binds and inures to the benefit of the parties' successors and assigns.

5. **Severability.** If a court of competent jurisdiction rules that any part of this agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this agreement remains valid and fully enforceable.

6. **Interpretation.** This agreement is to be interpreted and applied in accordance with California law, except that that the rule of interpretation in California Civil Code section 1654 will not apply.

7. **Litigation costs and attorneys' fees.** The parties shall bear their own costs and attorneys' fees incurred in connection with this agreement.

8. **Effective date.** This agreement is effective on the date both parties have signed it, as indicated by the dates in the signature blocks below. The parties shall sign any additional documents that are reasonably necessary to carry out the intent and purposes of this agreement.

9. **Counterparts.** The parties may execute this agreement in counterparts, each of which will be considered an original, but all of which will constitute the same agreement.

10. **Waiver.** A party's failure to insist on strict performance of this agreement or to exercise any right or remedy upon breach of this agreement will not constitute a waiver of the performance, right, or remedy. No waiver is binding unless set forth in a writing signed by the waiving party.

11. **Integration and modification.** This agreement sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations—written, oral, express, or implied—and may be modified only by another written agreement signed by both parties.

City of Sacramento

By:_____
John Dangberg, Assistant City Manager,
Date: _____, 2015

Approved as to Legal Form
Sacramento City Attorney

By:_____
Michael Voss
Senior Deputy City Attorney

Attest
City Clerk

Lennar Winncrest, LLC
BY: Lennar Homes of California, Inc.

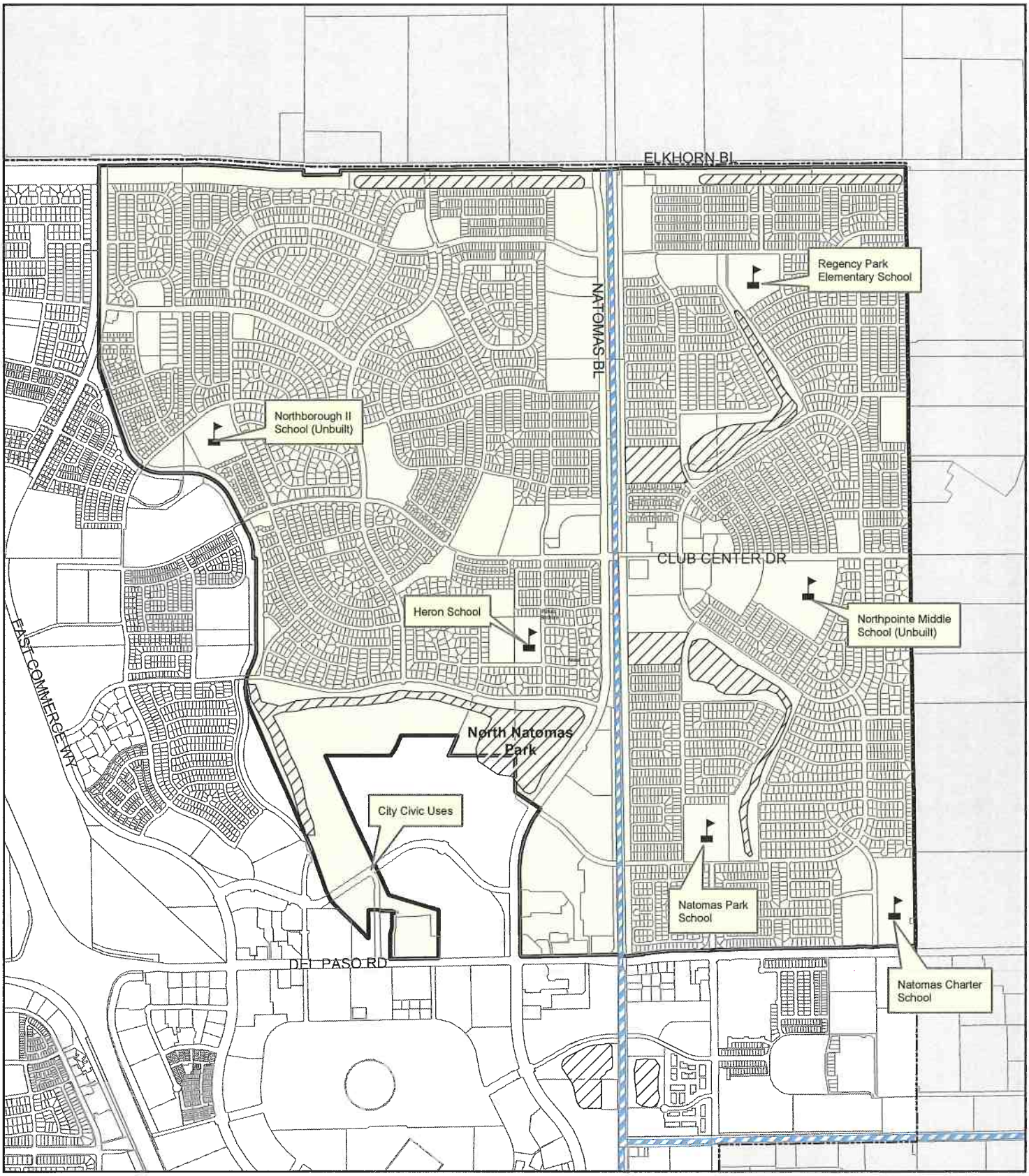
By:_____
NAME: Larry Gualco
TITLE: Vice President
Date: _____, 2015

Approved as to Legal Form
Boutin Jones, Inc.

By:_____
Jeffry R. Jones
Attorneys for Lennar Winncrest, LLC

By: _____

Exhibit A: Benefit Area



N

1,500 Feet

County

Detention Ponds

City

Canal

School with Sales Agreement

City of SACRAMENTO Finance Department

BM May 19, 2015

City of Sacramento
Lennar Winncrest, LLC. Drainage Fees Payable Calculation

	Month	Year	# of Days Per Month	Net Investment Income to be Allocated	Average General Ledger Daily Cash Balance	Allocated Rate of Return (Annualized)	School Fees			City Civic	
							Perodic Rate	Interest	Running Balance	Interest	Running Balance
Fiscal Year											
2001-2002	July	2001	31	2,830,354	703,540,356	4.74%			414,350.50		
	August	2001	31	2,948,833	696,364,902	4.99%	0.31%	1,277.31	415,627.81		
	September	2001	30	2,222,502	676,723,370	4.00%	0.33%	1,383.97	417,011.78		
	October	2001	31	2,462,042	649,215,478	4.47%	0.37%	1,551.69	418,563.47		
	November	2001	30	2,348,470	637,960,958	4.48%	0.37%	1,562.22	420,125.69		
	December	2001	31	2,419,085	666,419,158	4.27%	0.36%	1,496.35	421,622.04		
	January	2002	31	2,272,184	675,032,552	3.96%	0.33%	1,392.49	423,014.53		
	February	2002	28	2,034,105	660,935,866	4.01%	0.33%	1,414.24	424,428.77		
	March	2002	31	2,148,102	676,247,917	3.74%	0.31%	1,322.83	425,751.60		
	April	2002	30	2,384,209	657,108,849	4.41%	0.37%	1,566.22	427,317.82		
	May	2002	31	2,128,238	653,745,223	3.83%	0.32%	1,364.94	428,682.76		
	June	2002	30	2,152,358	650,927,924	4.02%	0.34%	1,437.17	430,119.93		
								0.00	430,119.93		
2002-2003	July	2002	31	2,743,946	723,754,706	4.46%	0.37%	1,600.01	431,719.94		
	August	2002	31	2,806,066	717,252,720	4.61%	0.38%	1,657.21	433,377.15		
	September	2002	30	3,280,003	731,235,596	5.46%	0.45%	1,970.94	435,348.09		
	October	2002	31	1,844,062	720,735,372	3.01%	0.25%	1,092.91	436,441.01		
	** November	2002	30	6,431,430	699,719,097	11.18%	0.93%	4,067.24	440,508.25		
	December	2002	31	2,060,023	709,066,407	3.42%	0.29%	1,255.71	441,763.95		
	*** January	2003	31	1,789,764	719,134,305	2.93%	0.24%	1,078.76	442,842.72		
	*** February	2003	28	824,604	715,938,458	1.50%	0.13%	554.08	443,396.80		
	*** March	2003	31	1,473,362	805,196,840	2.15%	0.18%	796.07	444,192.87		
	April	2003	30	1,725,319	809,695,275	2.59%	0.22%	959.64	445,152.51		
	May	2003	31	3,685,772	804,232,633	5.40%	0.45%	2,001.73	447,154.24		
	June	2003	30	1,886,185	777,017,439	2.95%	0.25%	1,100.53	448,254.77		
								0.00	448,254.77		
								0.00	448,254.77		
2003-2004	July	2003	31	1,260,925	761,573,499	1.95%	0.16%	728.20	448,982.97		
	August	2003	31	1,265,401	774,955,139	1.92%	0.16%	719.34	449,702.31		
	September	2003	30	1,325,575	745,743,429	2.16%	0.18%	810.46	450,512.76		
	October	2003	31	1,108,938	798,118,582	1.64%	0.14%	614.18	451,126.94		
	November	2003	30	1,318,353	786,360,838	2.04%	0.17%	766.83	451,893.77		
	December	2003	31	1,131,153	757,123,181	1.76%	0.15%	662.43	452,556.21		
	January	2004	31	1,183,067	772,655,347	1.80%	0.15%	679.90	453,236.11		
	February	2004	29	954,155	779,551,989	1.54%	0.13%	581.85	453,817.96		
	March	2004	31	2,582,247	784,892,608	3.87%	0.32%	1,464.94	455,282.90		
	April	2004	30	690,198	816,344,745	1.03%	0.09%	390.28	455,673.17		
	May	2004	31	850,901	808,058,878	1.24%	0.10%	470.80	456,143.98		
	June	2004	30	1,021,225	808,320,413	1.54%	0.13%	584.29	456,728.27		
								0.00	456,728.27		
2004-2005	July	2004	31	1,080,380	797,290,545	1.60%	0.13%	607.25	457,335.52		
	August	2004	31	1,680,236	811,144,282	2.44%	0.20%	929.52	458,265.03		
	September	2004	30	1,215,702	782,418,637	1.89%	0.16%	721.93	458,986.96		
	October	2004	31	1,424,334	785,566,506	2.13%	0.18%	816.54	459,803.51		
	November	2004	30	1,429,502	757,475,580	2.30%	0.19%	879.79	460,683.30		
	December	2004	31	1,213,417	717,048,029	1.99%	0.17%	764.92	461,448.21		
	January	2005	31	1,476,749	720,507,137	2.41%	0.20%	927.99	462,376.20		
	February	2005	28	1,720,558	736,669,438	3.04%	0.25%	1,173.13	463,549.33		

City of Sacramento
Lennar Winncrest, LLC. Drainage Fees Payable Calculation

	Month	Year	# of Days Per Month	Net Investment Income to be Allocated	Average General Ledger Daily Cash Balance	Allocated Rate of Return (Annualized)	School Fees			City Civic	
							Perodic Rate	Interest	Running Balance	Interest	Running Balance
Fiscal Year											
	March	2005	31	1,480,894	750,957,435	2.32%	0.19%	896.92	464,446.25		
	April	2005	30	2,113,859	770,414,033	3.34%	0.28%	1,292.04	465,738.30		
	May	2005	31	1,301,132	777,667,870	1.97%	0.16%	764.57	466,502.87		
	June	2005	30	2,029,277	767,418,496	3.22%	0.27%	1,250.70	467,753.57		
								0.00	467,753.57		
2005-2006	July	2005	31	1,699,129	704,910,174	2.84%	0.24%	1,106.27	468,859.84		
	August	2005	31	1,771,450	693,192,925	3.01%	0.25%	1,175.62	470,035.46		
	September	2005	30	1,888,107	718,260,607	3.20%	0.27%	1,252.75	471,288.21		
	October	2005	31	1,878,565	708,338,370	3.12%	0.26%	1,226.37	472,514.58		
	November	2005	30	1,747,521	667,637,789	3.18%	0.27%	1,253.97	473,768.55		
	December	2005	31	1,770,475	636,885,349	3.27%	0.27%	1,292.24	475,060.80		
	January	2006	31	1,891,901	644,394,002	3.46%	0.29%	1,368.50	476,429.30		
	February	2006	28	2,091,569	642,801,419	4.24%	0.35%	1,684.02	478,113.32		
	March	2006	31	2,065,660	666,315,997	3.65%	0.30%	1,454.32	479,567.64		
	April	2006	30	2,142,668	683,624,662	3.81%	0.32%	1,523.97	481,091.61		
	May	2006	31	2,314,001	693,454,964	3.93%	0.33%	1,575.15	482,666.77		
	June	2006	30	2,770,814	826,298,532	4.08%	0.34%	1,641.00	484,307.76		
								0.00	484,307.76		
2006-2007	July	2006	31	2,931,849	803,285,092	4.30%	0.36%	1,734.38	486,042.14		
	August	2006	31	3,117,372	848,487,333	4.33%	0.36%	1,752.13	487,794.27		
	September	2006	30	3,095,227	845,008,127	4.46%	0.37%	1,811.58	489,605.86		
	October	2006	31	2,885,976	790,602,496	4.30%	0.36%	1,753.60	491,359.46		
	November	2006	30	3,069,081	777,200,600	4.80%	0.40%	1,967.27	493,326.74		
	December	2006	31	2,905,022	766,496,146	4.46%	0.37%	1,834.53	495,161.26		
	January	2007	31	2,767,977	738,026,119	4.42%	0.37%	1,822.16	496,983.43		
	February	2007	28	2,811,846	745,400,040	4.92%	0.41%	2,036.56	499,019.99		
	March	2007	31	3,137,692	797,529,305	4.63%	0.39%	1,926.33	500,946.32		
	April	2007	30	2,884,941	759,870,042	4.62%	0.38%	1,928.32	502,874.64		
	May	2007	31	3,075,244	778,330,019	4.65%	0.39%	1,949.51	504,824.15		
	June	2007	30	3,346,847	823,562,004	4.94%	0.41%	2,080.03	506,904.18		
								0.00	506,904.18		
2007-2008	July	2007	31	3,573,489	804,868,306	5.23%	0.44%	2,208.23	509,112.41		
	August	2007	31	3,318,241	770,067,843	5.07%	0.42%	2,152.50	511,264.91		
	September	2007	30	3,031,476	750,730,315	4.91%	0.41%	2,093.18	513,358.09		
	October	2007	31	3,159,264	737,231,489	5.05%	0.42%	2,158.50	515,516.59		
	November	2007	30	2,875,756	731,294,290	4.78%	0.40%	2,055.38	517,571.97		
	December	2007	31	2,824,952	692,293,685	4.80%	0.40%	2,072.25	519,644.22		
	January	2008	31	2,916,150	735,372,248	4.67%	0.39%	2,021.90	521,666.11		
	February	2008	29	2,629,632	800,894,163	4.13%	0.34%	1,796.50	523,462.61		
	March	2008	31	2,672,885	789,600,226	3.99%	0.33%	1,738.64	525,201.24		
	April	2008	30	2,177,513	791,890,588	3.35%	0.28%	1,464.24	526,665.48		
	May	2008	31	2,301,795	855,202,754	3.17%	0.26%	1,390.86	528,056.34		
	June	2008	30	1,955,964	854,034,687	2.79%	0.23%	1,226.19	529,282.52		
								0.00	529,282.52		
2008-2009	July	2008	31	2,184,039	780,861,788	3.29%	0.27%	1,452.53	530,735.05		
	August	2008	31	1,918,393	732,631,180	3.08%	0.26%	1,363.58	532,098.63		
	September	2008	30	2,012,564	677,896,945	3.61%	0.30%	1,601.65	533,700.28		
	October	2008	31	2,057,545	673,821,654	3.60%	0.30%	1,599.01	535,299.29		

City of Sacramento
Lennar Winncrest, LLC. Drainage Fees Payable Calculation

	Month	Year	# of Days Per Month	Net Investment Income to be Allocated	Average General Ledger Daily Cash Balance	Allocated Rate of Return (Annualized)	School Fees			City Civic	
							Perodic Rate	Interest	Running Balance	Interest	Running Balance
Fiscal Year											
	November	2008	30	(1,717,998)	664,023,131	-3.15%	-0.26%	(1,404.19)	533,895.10		
	December	2008	31	1,697,671	620,611,624	3.22%	0.27%	1,432.98	535,328.08		
	January	2009	31	1,487,733	615,331,471	2.85%	0.24%	1,269.95	536,598.02		
	February	2009	28	1,525,765	658,226,378	3.02%	0.25%	1,351.19	537,949.21		
	March	2009	31	1,574,782	649,272,355	2.86%	0.24%	1,280.22	539,229.43		
	April	2009	30	1,115,741	657,813,810	2.06%	0.17%	927.31	540,156.74		
	May	2009	31	977,451	700,332,086	1.64%	0.14%	739.71	540,896.45		
	June	2009	30	1,009,841	689,604,200	1.78%	0.15%	803.08	541,699.53		
								0.00	541,699.53		
2009-2010	July	2009	31	970,397	660,663,954	1.73%	0.14%	780.69	542,480.21		
	August	2009	31	938,087	631,232,079	1.75%	0.15%	791.02	543,271.23		
	September	2009	30	1,225,295	608,306,742	2.45%	0.20%	1,109.49	544,380.73		
	October	2009	31	948,755	597,407,207	1.87%	0.16%	848.27	545,229.00		
	November	2009	30	911,781	572,742,556	1.94%	0.16%	880.04	546,109.04		
	December	2009	31	904,712	547,712,695	1.94%	0.16%	885.09	546,994.13		
	January	2010	31	920,911	586,240,630	1.85%	0.15%	843.09	547,837.22		136,487.00
	February	2010	28	983,492	609,421,167	2.10%	0.18%	960.41	548,797.63	239.28	136,726.28
	March	2010	31	973,458	597,134,006	1.92%	0.16%	877.82	549,675.46	218.70	136,944.97
	April	2010	30	949,588	597,972,291	1.93%	0.16%	885.02	550,560.47	220.49	137,165.47
	May	2010	31	1,275,025	632,007,977	2.38%	0.20%	1,089.81	551,650.28	271.51	137,436.98
	June	2010	30	963,190	640,516,161	1.83%	0.15%	841.08	552,491.36	209.54	137,646.52
								0.00	552,491.36	0.00	137,646.52
2010-2011	July	2010	31	910,815	664,648,410	1.61%	0.13%	742.87	553,234.23	185.08	137,831.60
	August	2010	31	908,141	642,249,751	1.66%	0.14%	767.55	554,001.78	191.23	138,022.83
	September	2010	30	1,105,947	606,624,715	2.22%	0.18%	1,024.04	555,025.82	255.13	138,277.95
	October	2010	31	794,700	586,076,471	1.60%	0.13%	738.43	555,764.26	183.97	138,461.93
	November	2010	30	780,370	560,099,901	1.70%	0.14%	785.08	556,549.34	195.59	138,657.52
	December	2010	31	1,111,085	530,748,859	2.46%	0.21%	1,143.17	557,692.51	284.81	138,942.33
	January	2011	31	1,191,675	543,003,745	2.58%	0.22%	1,200.88	558,893.39	299.18	139,241.51
	February	2011	28	793,770	603,109,890	1.72%	0.14%	799.06	559,692.45	199.08	139,440.59
	March	2011	31	1,015,428	581,335,684	2.06%	0.17%	959.23	560,651.68	238.98	139,679.57
	April	2011	30	878,175	582,873,493	1.83%	0.15%	856.43	561,508.11	213.37	139,892.94
	May	2011	31	730,610	627,853,452	1.37%	0.11%	641.11	562,149.22	159.73	140,052.66
	June	2011	30	759,426	647,252,484	1.43%	0.12%	668.73	562,817.95	166.61	140,219.27
								0.00	562,817.95	0.00	140,219.27
2011-2012	July	2011	31	964,937	611,351,523	1.86%	0.15%	871.62	563,689.57	217.15	140,436.42
	August	2011	31	1,670,186	616,820,563	3.19%	0.27%	1,497.60	565,187.17	373.11	140,809.53
	September	2011	30	1,354,859	595,764,100	2.77%	0.23%	1,303.17	566,490.35	324.67	141,134.20
	October	2011	31	726,746	592,010,998	1.45%	0.12%	682.33	567,172.68	169.99	141,304.20
	November	2011	30	975,910	561,917,157	2.11%	0.18%	998.72	568,171.40	248.82	141,553.01
	December	2011	31	690,416	547,311,057	1.49%	0.12%	703.24	568,874.64	175.20	141,728.22
	January	2012	31	1,155,319	577,369,011	2.36%	0.20%	1,116.90	569,991.54	278.26	142,006.48
	February	2012	29	759,725	625,774,901	1.53%	0.13%	725.81	570,717.35	180.83	142,187.31
	March	2012	31	836,823	612,957,412	1.61%	0.13%	764.49	571,481.84	190.46	142,377.77
	April	2012	30	1,225,915	675,531,673	2.21%	0.18%	1,051.50	572,533.34	261.97	142,639.74
	May	2012	31	1,520,606	704,434,450	2.54%	0.21%	1,212.63	573,745.96	302.11	142,941.85
	June	2012	30	1,767,679	730,667,799	2.94%	0.25%	1,407.32	575,153.28	350.62	143,292.47
								0.00	575,153.28	0.00	143,292.47

City of Sacramento
Lennar Winncrest, LLC. Drainage Fees Payable Calculation

	Month	Year	# of Days Per Month	Net Investment Income to be Allocated	Average General Ledger Daily Cash Balance	Allocated Rate of Return (Annualized)	School Fees			City Civic	
							Perodic Rate	Interest	Running Balance	Interest	Running Balance
Fiscal Year											
2012-2013	July	2012	31	655,147	714,770,570	1.08%	0.09%	517.26	575,670.54	128.87	143,421.33
	August	2012	31	515,134	729,744,953	0.83%	0.07%	398.72	576,069.26	99.34	143,520.67
	September	2012	30	1,404,756	710,749,077	2.40%	0.20%	1,154.38	577,223.65	287.60	143,808.27
	October	2012	31	1,023,402	686,380,462	1.76%	0.15%	844.45	578,068.10	210.39	144,018.66
	November	2012	30	765,035	647,265,117	1.44%	0.12%	692.74	578,760.84	172.59	144,191.24
	December	2012	31	537,584	613,108,972	1.03%	0.09%	497.92	579,258.76	124.05	144,315.30
	January	2013	31	964,063	659,086,434	1.72%	0.14%	831.35	580,090.11	207.12	144,522.42
	February	2013	28	605,710	730,237,015	1.08%	0.09%	522.70	580,612.81	130.22	144,652.64
	March	2013	31	599,019	743,971,473	0.95%	0.08%	458.69	581,071.50	114.28	144,766.92
	April	2013	30	617,168	949,521,437	0.79%	0.07%	382.93	581,454.43	95.40	144,862.32
	May	2013	31	935,246	976,784,826	1.13%	0.09%	546.25	582,000.68	136.09	144,998.41
	June	2013	30	514,632	987,990,379	0.63%	0.05%	307.37	582,308.05	76.58	145,074.99
2013-2014	July	2013	31	622,415	994,343,814	0.74%	0.06%	357.64	582,665.69	89.10	145,164.09
	August	2013	31	572,194	994,843,562	0.68%	0.06%	328.82	582,994.50	81.92	145,246.01
	September	2013	30	700,475	960,103,767	0.89%	0.07%	431.25	583,425.76	107.44	145,353.45
	October	2013	31	634,797	957,643,987	0.78%	0.07%	379.46	583,805.22	94.54	145,447.99
	November	2013	30	753,844	912,838,745	1.00%	0.08%	488.82	584,294.03	121.78	145,569.77
	December	2013	31	1,098,037	878,686,045	1.47%	0.12%	716.42	585,010.45	178.49	145,748.26
	January	2014	31	635,135	923,159,844	0.81%	0.07%	394.91	585,405.36	98.39	145,846.65
	February	2014	28	869,035	983,937,516	1.15%	0.10%	561.67	585,967.03	139.93	145,986.58
	March	2014	31	893,216	955,044,787	1.10%	0.09%	537.72	586,504.75	133.97	146,120.55
	April	2014	30	681,471	958,801,337	0.86%	0.07%	422.65	586,927.40	105.30	146,225.84
	May	2014	31	323,868	999,063,267	0.38%	0.03%	186.68	587,114.08	46.51	146,272.36
	June	2014	30	591,228	1,002,056,808	0.72%	0.06%	351.22	587,465.30	87.50	146,359.86
2014-2015**	July	2014	31	614,322	957,188,383	0.76%	0.06%	369.94	587,835.24	92.17	146,452.02
	August	2014	31	393,941	933,433,465	0.51%	0.04%	251.53	588,086.77	62.67	146,514.69
	September	2014	30	461,768	904,649,635	0.62%	0.05%	304.35	588,391.12	75.83	146,590.51
	October	2014	31	580,445	898,031,787	0.76%	0.06%	373.15	588,764.28	92.97	146,683.48
	November	2014	30	480,868	856,291,056	0.68%	0.06%	335.23	589,099.50	83.52	146,767.00
	December	2014	31	1,319,935	839,968,126	1.85%	0.15%	908.30	590,007.80	226.29	146,993.29
	January	2015	31	N/A	N/A	0.89%	0.07%	437.59	590,445.39	109.02	147,102.31
	February	2015	28	N/A	N/A	0.82%	0.07%	403.47	590,848.86	100.52	147,202.83
	March	2015	31	N/A	N/A	0.68%	0.06%	334.81	591,183.67	83.41	147,286.24
	April	2015	30	N/A	N/A	0.85%	0.07%	418.76	591,602.43	104.33	147,390.57
								Interest	177,251.93		10,903.57
								Principal	414,350.50		136,487.00
								Totals	591,602.43		147,390.57

	Totals
Interest	188,155.50
Principal	550,837.50
Totals	738,993.00

* Amortized historical cost basis, net of Treasury Recovery Fee

** Fiscal 2015 has not been allocated by Accounting. The Allocated Rate of Return is net of Recovery Fee per the Treasurer's Office.

City of SACRAMENTO 06
City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00933

Title: City Manager Position Compensation Adjustment

Location: Citywide

Recommendation: Pass a Motion amending the City Manager Employment Agreement approving a 2% salary increase for a total annual salary of $276,529.

Contact: Barbara Dillon, Interim Director, (916) 808-7173, Human Resources

Presenter: None

Department: Human Resources
Division: HR Administration
Dept ID: 08001011
Attachments:
1-Description/Analysis
2-Exhibit A (City Manager Employment Agreement Amendment)
3-Attachment 1 (City Manager Employment Agreement)

City Attorney Review

Approved as to Form
Sandra Talbott
10/8/2015 2:03:10 PM

Approvals/Acknowledgements

Department Director or Designee: Barbara A. Dillon - 10/8/2015 9:27:38 AM

Description/Analysis

Issue Detail: On June 17, 2015, City Council approved the City Manager Employment Agreement (agreement number 2015-0993, Attachment 1). On September 29, 2015, the City Council evaluated the performance of the City Manager. The City Council desires to amend the agreement and adjust the compensation of the City Manager. The first amendment to the City Manager Employment Agreement is attached as Exhibit A.

Policy Considerations: The City Council may adjust the salary of appointive officers upon evaluation of performance.

Economic Impacts: None.

Environmental Considerations: Under the California Environmental Quality Act (CEQA) guidelines, continuing administrative activities do not constitute a project and are therefore exempt from review.

Sustainability: Not applicable.

Commission/Committee Action: None.

Rationale for Recommendation: From time to time the City Council may review the performance of its appointive officers and recommend a compensation adjustment for outstanding performance.

Financial Considerations: The City Manager position is an existing budgeted full-time equivalent position. In the current year, the department will cover the costs associated with this change. The Manager's budget will be adjusted to reflect the City Manager compensation in the Fiscal Year 2016/17 Proposed Budget.

Local Business Enterprise (LBE): Not applicable.

FIRST AMENDMENT TO

EMPLOYMENT AGREEMENT

(CITY MANAGER)

The City of Sacramento ("City") and John F. Shirey ("Employee"), as parties to that certain Employment Agreement designated as Agreement Number 2015-0993, hereby supplement and modify the Agreement as follows:

Paragraph 5 of the agreement is amended to reflect a 2% merit increase in recognition of Employee's accomplishments and outstanding performance for a salary of $276,529.58, per year commencing on October 3, 2015, and payable in installments at the same time and in the same manner as other career city employees.

Except as amended above, all other terms and conditions of the Agreement 2015-0993 remain unchanged and in full force and effect.

EMPLOYEE

_____
John F. Shirey

CITY OF SACRAMENTO

By: _____
Kevin Johnson, Mayor

Approved as to Form:

_____
Sandra Talbott
Assistant City Attorney

Attest:

_____
Shirley Concolino
City Clerk

City of Sacramento

Tax ID # if applicable:

Requires Council Approval: ☐ No ☒ YES Meeting: 06/16/2015

☐ Real Estate ☒ Other Party Signature Needed ☐ Recording Requested

General Information

Type: Employment Agreement **PO Type: None** **$ Not to Exceed: $ 268,423**	**Attachment: Original No.:** **Original Doc Number:**
Other Party: John F. Shirey	**Certified Copies of Document::**
Project Name:	**Deed:** ☒ None ☐ Included ☐ Separate
Project Number: Bid Transaction #:	E/SBE-DBE-M/WBE:

Department Information

Department: City Clerk Division:

Project Mgr: Shirley Concolino Supervisor:

Contract Services: Date: Division Mgr:

Phone Number: x5442 Org Number:

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:		
Accounting:	----------	
Contract Services:	----------	
Supervisor:	----------	
Division Manager:		

City Attorney	Signature or Initial	Date
City Attorney:		

☐ **Send Interoffice Mail** ☐ **Notify for Pick Up**

Authorization	Signature or Initial	Date
Choose Director Department Director:		
City Mgr: yes ☒ No☐		

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk
Finalized:
Initial: AC
Date: 6-23-15
Imaged:
Initial: CR
Date: 6-26-15

Received:
(City Clerk Stamp Here)

2015-0993
Title: Employment Agreement
Other Party: John F. Shirey

RECEIVED
CITY CLERK'S OFFICE
CITY OF SACRAMENTO
2015 JUN 26 A 6:56

RESOLUTION NO. 2015-0195

Adopted by the Sacramento City Council

June 16, 2015

APPROVING EMPLOYMENT AGREEMENT WITH CITY MANAGER JOHN F. SHIREY

BACKGROUND

A. On August 9, 2011, the governing body of the City of Sacramento (hereinafter referred to as "the City Council"), appointed John F. Shirey as City Manager effective September 1, 2011 through August 31, 2014.

B. On August 12, 2014, the City Council appointed John F. Shirey for an additional contract term as City Manager effective September 1, 2014 through June 30, 2015.

C. The City Council desires to appoint John F. Shirey for an additional contract term as City Manager effective July 1, 2015 through November 18, 2016.

B. The City Council and John F. Shirey desire to memorialize in a written Agreement certain benefits, terms and conditions of John F. Shirey's employment.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The Employment Agreement with City Manager John F. Shirey attached to this Resolution as Exhibit "A" is hereby approved and effective on this date and the Mayor is authorized to execute this Agreement.

Section 2. Exhibit A is attached to and incorporated into this Resolution.

Table of Contents:

Exhibit A - Employment Agreement (City Manager)

2015-0993
Title: Employment Agreement
Other Party: John F. Shirey

Adopted by the City of Sacramento City Council on June 16, 2015, by the following vote:

Ayes: Members Ashby, Carr, Guerra, Hansen, Harris, Jennings, Schenirer, and Mayor Johnson

Noes: None

Abstain: Member Warren

Absent: None

Attest:

Shirley Concolino Digitally signed by Shirley Concolino
DN: cn=Shirley Concolino, o=City of Sacramento, ou=City Clerk, email=sconcolino@cityofsacramento.org, c=US
Date: 2015.06.24 11:55:04 -07'00'

Shirley Concolino, City Clerk

EMPLOYMENT AGREEMENT

(CITY MANAGER)

THIS AGREEMENT is made and entered into this 17th day of June, 2015, by and between the City of Sacramento, a California charter city and municipal corporation ("City"), and John F. Shirey ("Employee").

A. On June 16, 2015 the governing body of the City of Sacramento (hereinafter referred to as "the City Council"), appointed Employee as City Manager effective July 1, 2015 ("Start Date"); and B. City Council and Employee desire to memorialize in this Agreement certain benefits, terms and conditions of employment of Employee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the foregoing recitals that are incorporated into this Agreement, the parties agree as follows:

1. Employment. City hereby agrees to employ Employee as City Manager of the City of Sacramento commencing on the Start Date, to serve at the pleasure of the City Council subject to the terms and conditions set forth in this Agreement.

2. Term.

a. This Agreement shall be in effect on the date first written above until November 18, 2016 ("End Date") unless the Agreement is earlier terminated in accordance with its terms.

3. Duties. Commencing on the Start Date Employee shall perform the functions and duties of the City Manager as specified in Article V of the City Charter and such other legally permissible and proper duties and functions consistent with the office of the City Manager, as City Council assigns.

4. Performance Evaluation. The City Council shall conduct a performance evaluation no later than September 30, 2015 and not less than one performance evaluation of Employee per year.

5. Salary. City agrees to pay the Employee for services rendered a starting salary in the sum of Two Hundred Sixty-Eight Thousand Four Hundred Twenty-Three dollars ($268,423.00)per year commencing on the Start Date, payable in installments at the same time and in the same manner as other career City employees. Additionally, in recognition of Employee's accomplishments and outstanding performance, City Council may grant merit increases and equity adjustments to Employee as part of an annual performance review.

6. Benefits/Retirement. The sums payable to Employee under this Agreement are in addition to all other fringe benefits, retirement plans and contributions, expense and subsistence allowance, leaves, reimbursements and allowances, and other perquisites provided to Charter Officers ("Charter

Officer Benefits") under City Council Resolution No. 2015-0202, The Personnel Resolution Covering Unrepresented Officers and Employees ("Personnel Resolution") (or any superseding resolution) in effect from time-to-time, except where inconsistent with the terms of this Agreement.

7. Supplemental Benefits/Terms.

a. PERS/401(a)/Technology. Notwithstanding the terms of the Personnel Resolution, Employee agrees: (1) effective June 27, 2015, to receive a 1% salary increase to offset an increase to the PERS contribution of 1% for a total of an eight percent (8%) member contribution for the applicable PERS retirement plan; employee will not receive additional salary increase identified in the Personnel Resolution related to offset of the PERS contribution; (2) that Employee shall receive a four percent (4%) match from the City to a 401(a) account and Employee will participate in the 401(a) program pursuant to the terms of the Unrepresented Resolution; and (3) that Employee shall not receive a technology allowance from City.

b. Leave. Employee will accrue leave as provided in the Personnel Resolution.

c. Auto Allowance. City shall pay Employee a monthly auto allowance of $500.

d. Deferred Compensation. City shall contribute fifteen thousand dollars ($15,000) annually to Employee's city sponsored 401(a) and 457(b) Deferred Compensation accounts as follows: City shall deposit into the Employee's 401(a) account an amount equal to 4% of the Employee's salary pursuant to the terms of the Unrepresented Resolution. The remainder of the city contribution shall be deposited in the Employee's 457(b) account. All deposits required pursuant to this section will be made in 26 equal installments.

e. Professional Associations: The City shall pay dues and/or membership fees for Employee for professional associations that are related to the position and duties held by the Employee, subject to budget appropriations.

8. Termination.

a. Mutual Consent. This Agreement may be terminated at any time upon the mutual, written agreement of both City and Employee.

b. By Employee.

Employee may terminate this Agreement at any time by giving City not less than sixty days (60) days prior written notice.

c. By City without Cause.

City may terminate Employee without cause, upon the affirmative vote of not less than six members of the City Council or as otherwise provided in the City Charter. If employee is

terminated without cause, the Employee will receive the remainder of the Employee's current salary from date of termination through "End Date" not to exceed 6 months of current salary as part of final compensation.

d. By City for Cause. City may terminate Employee for cause subject to all of the following:

(1) Prior to terminating Employee under this subsection (d), City shall give Employee at least ten (10) working days prior written notice of the charges constituting the cause for termination.

(2) Within the ten-day period, but not earlier than five working days after the notice has been given, City Council shall meet with Employee in closed session lawfully agendized under the Brown Act and give Employee an opportunity to address City Council regarding the charges consistent with the Brown Act. After hearing Employee's response to the charges, City Council shall make a decision as to whether to terminate Employee and shall inform Employee in writing of its decision.

(3) "For cause" means Employee's material breach of this Agreement, conviction of a misdemeanor involving moral turpitude or felony under California law (City may place Employee on leave pending resolution of criminal charges brought against Employee), or a final judicial or administrative decision finding that Employee personally committed unlawful acts of sexual harassment or discrimination against a City official or employee.

9. Nondiscrimination.

Employee agrees not to unlawfully discriminate in the performance of Employee's functions and duties on the grounds of or because of race, color, religion, sex, national origin, age, marital status, physical disability, sexual orientation or any other characteristic protected under applicable law.

10. General Provisions.

a. Entire Agreement. This written Agreement contains the entire understanding between the parties as to the subject matter hereof and supersedes all prior and contemporaneous oral and written understandings or agreements of the parties and as such, is fully integrated. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party.

b. Severability. If any portion of this Agreement or the application thereof is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect to the greatest extent permitted by law.

c. Amendments. This Agreement may be amended only in writing and duly authorized and executed by both parties.

d. Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the County of Sacramento.

11. Notices.

Notices pursuant to this Agreement shall be given by depositing such notice in the custody of the United States postal service, postage prepaid, addressed as follows:

City Clerk
City of Sacramento
915 I Street
Sacramento, CA 95814

John F. Shirey
[redacted]

Alternatively, any notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice at the date such notice is given. Notice shall be deemed given as of the date of personal service or on the third day after deposit of such written notice with the United States postal service.

The parties have executed this Agreement the day and year first written above.

EMPLOYEE

John F. Shirey

CITY OF SACRAMENTO

By: _____
Kevin Johnson, Mayor

Approved as to Form:

James Sanchez
City Attorney

Attest:

Shirley Concolino 6-23-15
City Clerk

City of SACRAMENTO 07
City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00710

Title: Contract: Digital Signature Application

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or his designee to execute a contract with Silanis Technology for a three-year term with two additional one-year renewal options in an amount not-to-exceed $436,500.

Contact: Shirley Concolino, City Clerk, (916) 808-5442, Office of the City Clerk; Maria MacGunigal, CIO, (916) 808-7998, Department of Information Technology

Presenter: None

Department: Information Technology

Division: Citywide IT Systems

Dept ID:

Attachments:

1-Description/Analysis

2-Background

3-ABCDs Charter 1.0

4-Contract

City Attorney Review

Approved as to Form
Matthew Ruyak
9/30/2015 3:54:24 PM

Approvals/Acknowledgements

Department Director or Designee: Maria MacGunigal - 9/29/2015 3:37:36 PM

Description/Analysis

Issue Detail: The City of Sacramento is committed to adopting best practices in all business processes to meet expectations of great service to both internal and external customers. To this end, the use of an electronic/digital signature application allows for digital processing from beginning to end without the need to print paper for signing. One of the primary uses for digital signatures is for contract solicitation and contract management as described in the Automated Bids, Contracts, and Digital Signatures (ABCDs) Program Charter (Attachment B).

On January 20, 2015, the ABCDs program team, in accordance with City Code Chapter 3.64, issued Request for Proposals (RFP) No. P15071011007 for Consultant Services for Design, Implementation, and Training for Contract Solicitation, Contract Document Development and Management, and Contract Execution via Authenticated Digital Signatures. Consultants were asked to submit proposals to address one or more of the areas of expertise.

On March 6, 2015, the City received six responses to the RFP including three responses from digital signature vendors. After evaluation by a selection committee that included staff members from all four charter offices, staff concluded that the proposal submitted by Silanis Technology was the most responsive for the digital signature component of the program. The recommendation to award a contract for the contract solicitation and contract management components will be submitted to Council at a later date.

Policy Considerations: The recommendation in this report is in accordance with the provisions of City Code Chapter 3.64 regarding contracts for professional services.

Economic Impacts: Not applicable.

Environmental Considerations:

> **California Environmental Quality Act (CEQA):** No environmental review is necessary because the recommendations in this report involve contracting for professional services and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Silanis Technology's eSignLive is the software solution and contractor that rated the highest overall among the proposers. The eSignLive solution by Silanis meets the California Secretary of State regulations for secure transactions and signor authentication. System attributes such as the ability to incorporate audit trails for signing actions into the final document, integration with City systems, and ease of use for all parties including the use of mobile devices are beneficial to the City.

Financial Considerations: The first three years of the digital signature project are funded under the Digital Strategy project (A07000700). Funding for future fiscal years, if options are exercised, would be provided by the operating budgets of the departments utilizing the service. Purchases made after June 30, 2018, are subject to funding availability in the adopted department budgets for the applicable fiscal year.

	Fee per Document	Document Volume* Purchased	Annual Service Fee
Year 1: 2016	$0.95	120,000	$35,000
Year 2: 2017			$38,000
Year 3: 2018			$41,000
Year 4: 2019	$0.85	50,000	$42,500
Year 5: 2020	$0.85	50,000	$42,500
		Total Five-year Document Cost	**$199,000**
Implementation Costs			$182,500
Travel Cost			$25,000
Contingency			$30,000
		Five-year Not-to-exceed Total	**$436,500**

**The "document volume" refers to the number of documents to be processed through e-SignLive, in each twelve (12) month period during the term.*

Costs will be allocated across all funds as part of the FY2015/16 midyear process.

Local Business Enterprise (LBE): Silanis Technology is not an LBE. The minimum LBE participation requirement was waived as staff determined the waiver was in the City's best interest as a result of inadequate competition in the local market for the specialized consulting services and a goal to select from the most experienced vendors in the Information Technology industry to ensure the City implements the most effective and efficient solution possible at the lowest cost.

Background

In 2010, the City of Sacramento started using mobile digital devices to conduct City business. This use prompted discussions about the use of digital signatures to reduce the reliance on the medium of paper and provide more timely service.

In August 2010, several digital signature vendors responded to a Request for Qualifications and provided demonstrations of electronic/digital signature applications.

While it was tempting to move forward with the use of digital signatures at that time, it was determined that the overlay of a digital solution on top of a manual “as is” process would not result in best practices and would not provide a worthy return on investment.

In November 2014, a citywide team of staff representing all four charter officers drafted the Automated Bids, Contracts, and Digital Signatures (ABCD) Program Charter (Exhibit B).

On March 17, 2015, City Council adopted Resolution 2015-0075 that authorized the establishment of a $1.5 million General Fund expenditure budget for the citywide implementation of the ABCD project through the Digital Strategy capital improvement project (A07000700).

Program Charter

Automated Bids, Contracts and Digital Signatures (ABCDs)

Version *1.0*

Issue Date *11-15-2014*

Author *Core Team Members*

Document Approval	
Responsible	Business Leads-Dennis Kauffman, Dawn Bullwinkel
Accountable	Damien Charlety, Program/Project Manager
Informed	ABCD Core Team-Steve Itagaki, Mrudul Sadanandan, Deanne Neighbors, Gary O'Neill Departmental Subject Matter Experts
Endorsed	Executive Sponsors-Shirley Concolino, Howard Chan

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1. Document Purpose

The Program Charter serves as an overview of the ABCDs program and the projects under its umbrella. It documents the commitment expected from all stakeholder groups and individuals within a specific area of responsibility. The charter is the key governance document for this program and will form the basis for how the program is managed.

2. Program Summary

The Automated Bids, Contracts and Digital Signature program encompasses the identification, acquisition and implementation of a comprehensive system that provides effective and efficient management of citywide contract processing from solicitation of goods and services to contract creation, execution and management, including the use of digital signatures. The program consists of the following modules that must integrate seamlessly with each other and existing legacy systems. These modules will include a workflow component and scalability for citywide implementation.

- Solicitation
- Contract Document Development
- Contract Execution Using Digital Signatures
- Contract Process Management (CPM) System

2.1. Program Purpose

The City of Sacramento (City) is developing consistent operating principles, processes, procedures, standards and technologies for the solicitation and management of contracts using legally binding digital signatures within the process, as appropriate. The contract management goals are applicable to all city contracts, not just those used for procurement of goods, services and public projects.

The City currently uses digital posting for its invitations for bid (IFB), requests for information (RFI), requests for qualifications (RFQ) and requests for proposals (RFP). This program is committed to examining the entire procurement/contract process beginning with solicitation, through the management of the contract life cycle, ending with archiving the final contract in the Citywide Content Management (CCM) repository.

The **solicitation** module of this program proposes, but is not limited to:

- providing the ability to request and receive quotes, bids, RFIs, RFQs, RFPs, etc.
- assisting in the development of solicitation documents compliant with city, state and federal regulations, including scope and specifications
- effectively integrating solicitation responses into the system
- consistently applying evaluation criteria to solicitation responses including exceptions and special circumstances

The **contract document development** module of this program should include, but is not limited to:

- using a friendly interface for creation of applicable contract language and documents managed consistently by the selected contract management system
- ensuring compliance with city, state and federal regulations
- standardizing procedures to improve staff effectiveness by using a consistent citywide workflow for review of contract documents and attachments

The **digitally managed execution** (signing) module in this program should provide, but is not limited to:

- eliminating paper circulation for the solicitation and contract process for acquiring wet signatures
- removing the redundancy of maintaining both hardcopy and electronic document storage
- using a two-factor authentication strategy for documents that are legally required to be signed, per Secretary of State regulation

Attributes of the **Contract Process Management System** module are:

- efficient citywide, departmental and division level workflow options for all disciplines in the procurement and contract process
- file management of documents with version control and audit trails
- audit trail and tracking capabilities for “not to exceed” amounts
- incorporation of amendments, change orders, and supplements accountability
- automatic alerts for renewals, expirations, prevailing wage and other requirements such business operating tax, local business enterprise, insurance, and bonds.
- citywide tracking capabilities for Debarred, Terminated, or Designated Non-Responsible vendors
- integration with city applications such as eCAPS, Accela, 7i, LPC Tracker, CCM, reducing data redundancy and re-entry
- reducing manual submission of authorizing action requirements and completion of those requirements by integrating with other city systems, (examples: resolution, business operating tax certificates, insurances, bonds)
- timely and comprehensive access to information at the document level for internal and external customers

2.2. Program Scope

The following items are in scope for this program.

- **Best Practices Review and Recommendations for Citywide Contract Management**
  - Establishing Core Team with members from all charter offices
  - Identifying Subject Matter Experts (SMEs) in each City department
  - Mapping current procurement practices
  - Developing efficient and effective solicitation/contract process plan
  - Development of citywide standards
  - Identify and update applicable policies city codes
  - Notify Recognized Employee Organizations (REO)
- **Development of Request for Proposals (RFPs) for the following areas of expertise:**
  - Area of Expertise #1 - Solicitation
  - Area of Expertise #2 - Contract Document Development and Management
  - Area of Expertise #3 - Digital Signature Application/Authentication
  - Area of Expertise #4 - Integration Services
  - Area of Expertise #5 - Citywide Implementation Services
- **Review of Proposals**
  - Initial review by ABCDs core team
  - Offer all SMEs review of proposals
- **Evaluation of Proposals**
  - Demonstrations from firms with the top three ranked proposals in each of the five areas of expertise listed above.
  - Invite five SME members to demonstrations
  - Correlate core team and SME evaluations
- **Selection of Vendors/Consultants**
  - Identify top choice in each category
    - Qualifications
    - Cost
    - Integration with legacy systems
    - Implementation estimation
- **Identify additional BPMs to benefit from the use of the Digital Signature Application**
  - Community Development Department – Architectural and Engineering Drawings
  - Finance – Purchase Order Change Order Approvals

Out of Scope

The following items are outside of the scope of this program. These items are specifically excluded.

- Upgrades to departmental staff computer equipment to accommodate requirements of new workflows and increase user efficiency

2.3. Program Objectives

The objective of this program is to implement a citywide contract process management system using best practices to eliminate redundancies, increase staff effectiveness, and improve transparency by integrating current City applications where practical and acquiring those applications that are needed.

2.4. Terminology

The following is a partial list of the terms and acronyms that will be commonly referenced during this program:

- **ABCDs** — Automated Bids, Contracts, and Digital Signatures
- **AW / Automated Workflow** (aka: Business Process Management (BPM)) — Automation of business processes, in whole or in part, where documents, information, or tasks are passed from one participant to another for action, according to a set of rules. A business process is a logically related set of workflows, work steps, and tasks that provide a product or service to customers. BPM is a mix of Process Management/Workflow with Application Integration technology.
- **Certificate Authority** (CA) — An entity that issues digital certificates. A digital certificate certifies the ownership of a public key by the named subject of the certificate. This allows others (relying parties) to rely upon signatures or on assertions made by the private key that corresponds to the certified public key. In this model of trust relationships, a CA is a trusted third party - trusted both by the subject (owner) of the certificate and by the party relying upon the certificate.
- **Contract** — Agreement between two or more parties, consisting of an offer, an acceptance of an offer and valid consideration. The City has specific rules (City Code; Administrative Policies; Procedures) regarding types of contracts such as those for goods, services and public projects.
- **Contract Management** — Includes solicitation, creation, negotiation, document change (amendments, supplements), analytics of budget, progress and stages of completion.
- **Digital Signature Authentication** — The word authentic basically means the owner of the document or the file is identified and trusted, and that the file they own has not been altered by anyone. The digital certificate is a piece of information that states that a web server is has been trusted by the Certificate Authority.

- **Digital Signature Types**
  - **Acknowledgement:** digital stamp for audit purposes that an action was acknowledged as completed.
  - **Decorative/Ornamental:** often a graphic reproduction that is pasted on a document or letter.
  - **Approval:** digital stamp for audit purposes that confirms an action and has a high level of responsibility.
  - **Legally Required:** requires the highest degree of digital authenticity, must meet legal standards and has the highest level of responsibility.
- **Solicitation** — Process of requesting or offering a good or service or public project. (Quote, IFB, RFP, RFQ, etc.) Also the "ask" for grants, memorandum of understanding, real property, etc.
- **Repository** — CCM is the City's Document Management system which has a specific functionality to control the check-in/out of material, version control, and look-up against defined attributes.
- **Legacy Systems** — City applications such as eCAPS, Accela, EMC, and 311.
  - **Subject Matter Experts (SMEs) —** Departmental and division staff impacted by the various process points and knowledgeable about the ABCDs program and associated project aspects.

3. Program Approach

The program uses a citywide approach with the core team managing outreach to executive sponsors, SMEs, and executive team leadership. SMEs will participate as needed. As various phases and tasks occur, consultants may be required and used appropriately.

This program is divided into four Phases:

- Phase 1 – Program determination, initialization, and solicitation
- Phase 2 – Proposal review and selection, budget determination
- Phase 3 – Program detail design and implementation
- Phase 4 – Roll-out Digital Signature Application appropriately

3.1. Phase 1 Program Deliverables

Deliverable	Description
Executive Team Presentation	Discussion between business leads Dennis Kauffman and Dawn Bullwinkel with executive sponsors Shirley Concolino and Howard Chan. (Accomplished)
Core Team Development	Charter Officer representation for core team members, procurement buyer and one departmental at large SME to provide high level and detail perspective. (Accomplished)
Program Charter	A document stating business need, program vision, goals and guiding principles, program governance, program schedule overview, program team, roles/responsibilities and program management standards.
Review “as is” documentation for procurement and contracting	Merging of multiple diagrams for a comprehensive graphical representation of the current city process including notations for rules, regulations and policies.
Information Gathering	Multiple surveys released to all city staff and specific outreach to SMEs as a result of surveys and direction of executive staff. (accomplished) Continued collaboration with SMEs .
Request for Proposal Development	(in progress)
Functional Requirements Document (FRD)	A document focused on the Functional requirements and design aspects of the Solicitation/Contract Management and Digital Signature applications. Included as part of the RFP document.

3.2. Program Organization

City Executive Sponsors

Sponsor	Name
City Clerk	Shirley Concolino, City Clerk
City Manager	Howard Chan, Assistant City Manager

City Core Team

Department	Name
City Manager	Dennis Kauffman, Business Lead
City Clerk	Dawn Bullwinkel, Business Lead
City Treasurer	Damien Charlèty, Program Manager
City Attorney	Steve Itagaki, Legal Advisor
Finance/Procurement	Gary O'Neill, SME Procurement
Utilities	Deanne Neighbors, SME Contracting

3.2.1. Program Resources

Resources other than City Staff will be determined from the proposals received for consultant services.

3.2.2. Escalation Procedure

Escalation will follow the program organizational chart shown above in section 3.2 of this document. Items to be escalated shall first be defined as an issue and follow the issue management process. If the program team is unable to resolve an issue with the program level, then issue is escalated to the City Executive Sponsors. If the issue is urgent, then a special meeting may be called outside of the standard program update meetings.

3.3. Dependencies

Dependencies can be technical or business related.

- Constant executive level commitment and support
- Business requirements match the RFP and scope of work.
- Complete capacity requirements estimates
- Competent vendor/consultant selection
- Available City funding
- System environment (hardware, network, storage, database, etc.) installed and configured

3.4. Program Facilities

Project Facilities are physical resources that are required to complete the project are to be determined.

3.5. Risk Management

Most program risks will likely have a negative impact on the program if they occur, however, a program risk can also have a positive impact on a program if it occurs. As the program progresses, more information about program risks becomes available and the decisions on how to plan for the risk become more informed.

The City Project Manager will work to ensure that all predictable risk scenarios are discussed, logged and tracked for the duration of the program.

Risk Tracking attributes include:

- Index
- Risk Name
- If this risk event occurs:
- then this will be the impact to the program:
- Comments
- Risk Classification
- Date Raised
- Raised By
- Risk Impact
    - Low
    - Medium
    - High

- Risk Probability
  - Low
  - Medium
  - High
- Risk Treatment
- Status
- Status Date
- Owner
- Classification
- Description

3.6. Issue Management

As the program progresses, expectations may begin to differ or the program's direction may move out of alignment with its stated objectives. Additionally, concerns may arise by one or more stakeholders around the scope, cost, timeline or other aspect of the program.

When one of these situations arises, it is important to define and address it as quickly as possible. Timely and effective issue management will help minimize the impact of these situations to the program.

The project manager and business leads will work together to ensure that all issues are discussed, logged and tracked for the duration of the program.

Issue Tracking attributes include:

- Status
  - Open
  - Resolved
  - Rejected
  - Deferred
  - Closed
- Title
- Issue No.
- Priority; indicates relative order in which issues are to be resolved
  - High (Worked first, response within two business days)
  - Medium (Worked second, response within five business days)
  - Low (Worked last, response within ten business days)
- Severity; indicates relative impact of issue and may not align with expected priority (e.g., critical severity but low priority)
  - Low
  - Normal
  - Critical
  - Blocker
  - Enhancement
- Submitted By
- Assigned To
- Target Resolution Date
- Closed (Date)

3.7. Communications Plan

The Communications Plan outlines the key mechanisms and timescales that will be used to communicate with all stakeholders.

- **Core Program Team Program Status Meeting**
  - Frequency – Weekly or as needed
  - Audience – Core team
  - Topics – All program related items (Pending Actions, Issues, Risks, Pending Tasks, et al)
  - Tools – Issue log, Risk log, Program Work Plan
  - Method – In person
- **Internal Management Program Status Updates**
  - Frequency – Bi-weekly
  - Audience – Executive Sponsor
  - Topics – Program status, budget, priority issues, priority risks, scope changes
  - Tool – Program status report
  - Method – email
- **Other Stakeholder Updates**
  - Frequency – As agreed upon by the core team
  - Audience – As determined
  - Topics – Program status, priority issues, priority risks, scope changes
  - Tool – Modified program status report
  - Method – Face-to-Face Meeting, email

Additionally, program status reports will be updated in the program eRoom on a weekly basis.

3.8. Quality Control Activities

Quality checks are built into every step of the program. Workshops for Requirements and Design review will allow all program team members input to the quality of the documentation, planning, and execution of deliverables.

Ease of use is a key element in determining the quality of end user interfaces. This will be a main area of focus during design and testing stages. (e.g., Design workshops, Training, UAT)

Final quality checks are built into the Milestone completion process where deliverables are reviewed against the statement of work and signed off on by the City.

Quality issues will be logged and managed in the Issues Log in the program eRoom.

3.9. Program Schedule

City of
SACRAMENTO

CITY OF SACRAMENTO
PROFESSIONAL SERVICES AGREEMENT *

THIS AGREEMENT is made at Sacramento, California, as of_____ by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

Silanis Technology Inc
8200 Decarie Blvd, Suite 300
Montreal QC, Canada H4P 2P5
Phone: (514) 249-3949

("CONTRACTOR"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

2. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

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* **This form to be used for all professional services, except professional services related to a construction project and professional services performed by architects, landscape architects, professional engineers, or professional land surveyors.**

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: John F. Shirey, City Manager

APPROVED AS TO FORM:

_____
City Attorney

CONTRACTOR:
SILANIS TECHNOLOGY INC.
NAME OF FIRM

98-0194060
Federal I.D. No.

44570554
State I.D. No.

1023007
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):
_____Individual/Sole Proprietor
_____Partnership
__X__Corporation (may require 2 signatures)
_____Limited Liability Company
_____Other (please specify:_____)

Signature of Authorized Person

Matthew Lane, Chief Financial Officer
Print Name and Title

ATTEST:

N/A

Additional Signature (if required)

Assistant City Clerk

N/A

Print Name and Title

Attachments

Exhibit A - Scope of Service
Exhibit B - Fee Schedule/Manner of Payment Exhibit C - Facilities/Equipment Provided Exhibit D - General Provisions
Exhibit E - Non-Discrimination in Employee Benefits

DECLARATION OF COMPLIANCE

Equal Benefits Ordinance

Name of Contractor: **Silanis Technology Inc.**

Address: 8200 Decarie Blvd, Suite 300, Montreal QC, Canada, H4P 2P5

The above named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination in Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.

2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination in Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

   b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

SEP. 18, 2015
Date

Matthew Lane
Print Name

Chief Financial Officer
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:
Mrudul Sadanandan, IT Manager
Information Technology Department
915 I Street, Third Floor, Sacramento, CA 95814
Phone: (916) 808 7894
Email: msadanandan@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:
Tony Moncada
Regional Sales Manager
8200 Decarie Blvd, Suite 300
Montreal QC, Canada, H4P 2P5
Phone: (514) 249-3949
Email: tony_moncada@silanis.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. **Insurance.** Insurance requirements are specified in Exhibit D, Section 11.

3. **Conflict of Interest Requirements.**

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

(1) An "assuming office" statement of economic interests to be filed within thirty (30) days after execution of the Agreement between the City and the CONTRACTOR;

(2) Annual statements of economic interests while the Agreement remains in effect, to be filed not later than April 30 of each year; and

(3) A "leaving office" statement of economic interests to be filed within thirty (30) days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: ☐ yes ☒ no *[check one]*

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

(1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";

(2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. Scope of Services.
The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

5. Time of Performance. The services described herein shall be provided during a three (3) year term beginning on date of execution. In addition, the City has two (2) options to extend the term for up to one (1) year each, for a maximum term of five (5) years.

SCOPE OF SERVICES

1. Overview

The City of Sacramento ("CITY") Automated Bids, Contracts and Digital Signatures ("ABCDs") program encompasses the identification, acquisition and implementation of a comprehensive system that provides effective and efficient management of citywide contract processing from solicitation of goods and services to contract creation, execution and management, including the use of digital signatures. As a part of the ABCDs program, the CITY intends to utilize the e-SignLive™ E-Signature Service ("e-SignLive") by Silanis Technologies Inc. ("CONTRACTOR") as a citywide electronic signature solution. E-SignLive, which is made available via the website www.e-signlive.com and conforms to the proposal submitted by CONTRACTOR to City of Sacramento RFP # P15071011007, facilitates the electronic signing of documents by the CITY and its clients, customers, and other related parties. The use of e-SignLive by the CITY is governed by Silanis' e-SignLive™ e-Signature Service Terms and Conditions provided under Attachment 2 to Exhibit A hereto ("TERMS AND CONDITIONS").

2. Services

CONTRACTOR will provide the following services to the CITY in accordance with the TERMS AND CONDITIONS:

A. *E-SignLive™ E-Signature Service*

CONTRACTOR will provide the CITY an acceptable level of availability and performance of e-SignLive as specified in the TERMS AND CONDITIONS. CONTRACTOR will also provide to the CITY the application, infrastructure, and operational support for the software applications and functionalities listed in the table below:

Application / Functionality	Number of Licenses or description of other scope of support
e-SignLive™*	Volume License (see Section 1 of Attachment 1 to Exhibit B)

*Note: including all functionalities and connectors available as part of the standard setup of e-SignLive, as of the date of execution and during the term of this Agreement. Connectors offered separately from the standard setup, such as the current Equifax and Salesforce Connectors, are not included.

(1) Hosting Facility Service

CONTRACTOR shall host e-SignLive provided to the CITY on the cloud, and shall assume responsibility for the computing environment supporting the hosted applications in accordance with the TERMS AND CONDITIONS.

(2) Operations/Monitoring Services

Applications provided by the CONTRACTOR are supported by an automated and alert monitoring system at all times (24 hours a day, 7 days a week).

(3) Application Administration Services

Applications provided under this Agreement will be the responsibility of the CONTRACTOR. CONTRACTOR will own and manage the application, related databases, supporting computing hardware, and necessary operating systems.

(4) Application Recovery Services

The CONTRACTOR will provide the following Recovery Services:

- Hosting Infrastructure and environment recovery processes.
- Application recovery processes.
- Offsite data storage via media (e.g. tape) or cloud including rotation, retention, and periodic testing of data backups.

(5) Data/Information Security Services

The CONTRACTOR will maintain the level of security of the applications and the CITY's data, as established in Section 4.7, Section 4.8, Section 11 and Schedule B of the TERMS AND CONDITIONS.

(6) Data Storage and Retention

The CONTRACTOR will ensure CITY data is stored and retained in accordance with Section 4.7 and Section 4.8 of the TERMS AND CONDITIONS; it being understood that CITY shall be responsible for the management of its data retention policy using e-SignLive.

(7) Problem Management/Customer Support Service

The CONTRACTOR shall provide problem-management support for all application services provided under this agreement in accordance with Section 8 and Schedule A of the TERMS AND CONDITIONS.

(8) Electronic Signature Compliance with State and Federal Laws

e-SignLive has been designed to allow (and during the term will continue to be designed to allow) CITY to comply with the requirements of (i) the US Federal Electronic Signatures in Global and National Commerce Act (ESIGN), (ii) the State statutes based on the Uniform Electronic Transactions Act (UETA) and implementing regulations that are related to an electronic signature and related to electronic delivery to users, (iii) the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.), (iv) section 16.5 of the California Government Code, and (v) sections 22000-22005 of Title 2 of the California Code of Regulations. CONTRACTOR shall, during the term of this Agreement, (i) retain the services of a subcontractor that is an approved certification authority on the "Approved List of Certification Authorities", authorized to issue certificates by the California Secretary of State, pursuant to section 22003 of Title 2 of the California Code of Regulations, (the "Authorization"), or (ii) make commercially reasonable efforts to obtain this Authorization, and maintain such Authorization thereafter.

B. *E-SignLive™ Configuration Service*

CONTRACTOR shall setup e-SignLive for the CITY's use in accordance with Section 3.2 of the TERMS AND CONDITIONS. Installation and configuration of e-SignLive will be part of this phase. The following are some but not all of the activities included in this phase of the service:

- Detailed review of the City's digital signature requirements, for the purpose of configuring the E-SignLive infrastructure.
- Initial account setup and related functions.
- Introduction to the online tools from CONTRACTOR for the system support.
- Provide the administration training and online resources.

C. *CONTRACTOR Implementation Services*

CONTRACTOR shall implement e-SignLive into various CITY processes, as identified by the CITY, and in accordance with Section 4.6 of the TERMS AND CONDITIONS (hereinafter the "Implementation Services"). CONTRACTOR required *Implementation Services* will vary depending upon the process and/or application e-SignLive is being implemented in. As such, CONTRACTOR has provided three options for level of service for each implementation. See Attachment 1 to Exhibit B for Implementation Engagement costs. The CITY shall determine which level of service is required for each process and/or application integration or integration phase, if more than one process or integration is occurring simultaneously. As per Section 4.6 of the TERMS AND CONDITIONS, CONTRACTOR will provide additional Implementation Services to CITY for any one of the following levels as requested and described in one or more statement(s) of work ("SOW") executed by both parties and governed by the TERMS AND CONDITIONS:

Level 1: *Implementation Services for Interactive Mode*

Services performed by CONTRACTOR'S team of senior consultants, architects and project managers throughout development, integration and project launch.

Premium support includes:

Solution design based on industry best practices
Customization to meet CITY's business requirements

Develop custom sample code to reduce integration time
Custom technical documentation to turn CITY staff into experts
Development assistance through Screen sharing sessions
Overseeing the client's project activities to ensure timely delivery
Troubleshooting and debugging
Provide process design consultation
Document/Form Preparation
Dedicated Silanis point of contact
Priority Issue escalation
Solution Education (Technical and End User Training)

Level 2: *Implementation Services for Integration Mode -Solution Review and Design Workshop*

Consultative engagement provides the opportunity to validate the CITY's business, legal/compliance, and technical requirements with the CONTRACTOR'S team of electronic signature experts with a focus on integration planning. The session takes place virtually over the phone using web conferencing. The final deliverable from this workshop is a solution integration document.

The workshop agenda includes:

Discovery questions and answers
Validation of planned implementation
Ongoing Best practices guidance
Recommended e-signature project guidelines
Solution Education (Technical and End User Training)

Level 3: *Custom Professional Services and Statement of Work*

Full service professional services engagement. The CITY leverages the CONTRACTOR'S development team to outsource all the customization, integration and development related to the specific e-signature project. These services can be delivered either virtually or on-site.

Professional Services from CONTRACTOR include:

Business and technical working sessions
Customized project requirements documentation
Customized solution design documentation
Detailed project activities schedule
Customization of the solution code
In-house Quality Assurance Testing of the solution
Building custom adapters
Assistance with solution deployment
Solution education (Technical and End User Training)
Support during your business and integration test cycles
Dedicated Silanis point of contact for escalation of issues
Assistance during production roll out
Post go live support
Project management based on standard methodology
Access to Professional Services Assets

D. *Return of Customer Data*

Upon termination of this agreement, CITY shall retain access to e-SignLive for a period of thirty (30) days for the purposes of downloading a copy of the CITY's data from e-SignLive in accordance with Section 4.8 of the TERMS AND CONDITIONS. After thirty (30) days from the termination of this agreement, CONTRACTOR shall have no obligation to maintain or provide any CITY data and shall thereafter, unless legally prohibited or as permitted

pursuant to Section 4.7 of the TERMS AND CONDITIONS, delete all of the CITY's data in its systems or otherwise in its possession or under its control.

3. Phased Implementation

CONTRACTOR shall provide the Implementation Services listed above to implement e-SignLive into various CITY processes in accordance with Section 4.6 of the TERMS AND CONDITIONS. The CITY may choose to have CONTRACTOR implement e-SignLive into the various CITY processes in concurrent or consecutive phases, as shall be determined in a SOW executed by the parties.

4. Project Team

The identification and utilization of specific key personnel through the life of the project are important factors in the execution of this Agreement. CONTRACTOR shall put together a list of personnel that will make up the project team for Implementation Services, subject to the CITY's approval. Any changes in personnel after the CITY's initial approval must be approved by the CITY in writing before the change is made.

5. CITY's Acceptance of Work

At the conclusion of each phase of work of the Implementation Services, CONTRACTOR will review with the CITY the intended scope of work and deliverables set out in this document to confirm CONTRACTOR has met the defined project expectations. If the CITY believes the deliverables (see section 6) do not conform, the CITY will notify CONTRACTOR in writing within thirty (30) business days of receiving the deliverables that do not conform. CONTRACTOR will then have a reasonable period of time, based upon its severity and complexity, to correct the nonconformity.

6. Project Deliverables

CITY Project Manager will work with CONTRACTOR to agree on the project approach and the steps involved. Based on the resource availability, the CITY may take over some of the task to reduce the total cost of the project as agreed in the SOW executed by the parties. This will be communicated and mutually agreed at the initial part of the project. The following are the project deliverables:

E-SignLive Deliverables:

- Online access to e-SignLive.
- Provide the Administrator account for managing the CITY Users (as defined in the TERMS AND CONDITIONS).
- Provide the contact information of the CONTRACTOR account representative.
- Provide the Best Practice documentations for e-SignLive.
- Provide access to online resource available for e-SignLive.
- Provide access to API documentation.
- Provide access to support website.
- Online Training on web tools.

Implementation Services Deliverables:

Each project assigned to CONTRATOR Implementation Services will go through follow phases to be detailed in the applicable SOW. Each phase will include various tasks and deliverables.

1. Initiation Phase
    a. Statement of Work documentation
2. Requirements & Planning
    a. Business Requirements gathering & documentation
    b. Develop the High Level Project Plan document
3. Analysis & Design
    a. Solution Design Document
    b. Develop the detailed Project Plan

4. Construction
    a. Solution Development
    b. Unit testing, Functional testing, functional testing, Fixing & updates
    c. Deliver Solution & Source Code
    d. Deployment instruction documentation
    e. User Test Script
5. Delivery
    a. Solution Deployment
    b. User Acceptance Testing & System Integration Testing
    c. User Training
6. Acceptance
    a. Project Closure activities
    b. Project Sign offs
    c. Support handover

Attachment 2 to Exhibit A

TERMS AND CONDITIONS

Silanis e-SignLive™ Electronic Signature Service Terms

This document (the "**TERMS AND CONDITIONS**") governs the use by CITY of Silanis' E-SignLive™ E-Signature Service ("**e-SignLive**") which is made available via the website **www.e-signlive.com** (the "**Website**").

1.0 DEFINITIONS

The following definitions shall be used for the purposes of these TERMS AND CONDITIONS. Other terms defined in other sections shall apply to the entirety of these TERMS AND CONDITIONS:

1.1 "**Administrator**" means CITY's employee or authorized agent who is designated to be the point of contact with CONTRACTOR for the management and support of e-SignLive.

1.2 "**Affiliate**" means any entity that controls, is controlled by or is under common control with a party to these TERMS AND CONDITIONS, where control means, for purposes of this definition, a direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.3 **"Confidential Information"** means all information disclosed by a party hereunder that (i) is in writing and marked "confidential" or "proprietary", (ii) is disclosed orally and reduced to a writing marked "confidential" or "proprietary" promptly after the oral disclosure or (iii) by its nature or under the circumstances of its disclosure should reasonably be understood to be confidential or proprietary. Confidential Information of CITY shall include the Data, and Confidential Information of CONTRACTOR includes all specifications, designs, plans, drawings, software, data, prototypes, business plans or other business or technical information relating to e-SignLive. All information regarding the negotiations or discussions between the parties hereto with respect to the proposed transaction as well as the terms and conditions agreed to by the parties (including pricing) shall be deemed to be Confidential Information of both parties.

1.4 "**Data**" means any data transmitted or provided to CONTRACTOR by CITY for the purposes of effecting a Transaction, and includes all Documents signed through use of e-SignLive.

1.5 "**Expenses**" means any out-of-pocket costs and fees actually incurred by CONTRACTOR while providing e-SignLive or Support Services to CITY, including fees and costs related to travel, lodging, meals, and any direct administrative costs.

1.6 "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

1.7 "**Service Levels**" means CONTRACTOR' service level commitment as set forth in **Schedule A**.

1.8 "**Implementation Services**" means any consulting or additional implementation or integration work performed by CONTRACTOR for CITY under these TERMS AND CONDITIONS or pursuant to a Statement of Work ("**SOW**") signed by CONTRACTOR and CITY.

1.9 "**System**" means the Website, the equipment including the servers, software, and other technology used by CONTRACTOR to provide e-SignLive.

1.10 "**Term**" means the Initial Term (as defined in **Section 7.1** below) and all renewals thereof.

1.11 "**Transaction**" means the electronic processing of one or more Documents, where a "**Document**" represents any file representing a single form, document or other record capable of being viewed,

e-signed, sent or received through e-SignLive, and that is retained as a record related to the Transaction.

2.0 SCOPE OF AGREEMENT; MODIFICATIONS

2.1 **Interpretation.** In these TERMS AND CONDITIONS the words "including", "includes" and "include" mean "including (or includes or include) without limitation". The expression "Section" or other subdivision followed by a number mean and refer to the specified Section or other subdivision of these TERMS AND CONDITIONS. Words importing the singular number only include the plural and vice versa.

2.2 **Provision of e-SignLive.** During the Term, CONTRACTOR shall make e-SignLive available to CITY pursuant to these TERMS AND CONDITIONS and provide support services for e-SignLive in accordance with **Section 8**.

2.3 **Modifications.** CONTRACTOR may modify the System or e-SignLive itself from time to time, in its discretion, with the purpose of improving the features, functions or performance of e-SignLive. CITY acknowledges that CONTRACTOR shall notify CITY of modifications to e-SignLive by posting a notice on the Website or by such other method as the parties may mutually agree.

3.0 E-SIGNLIVE

3.1 **What It Does.** E-SignLive facilitates the electronic signing of documents between CITY and its clients whose signature on one or more Documents is required by CITY (the "**Users**").

3.2 **Creating an Account.** CITY shall provide basic registration information to create its account. After completion of the set-up, registration or configuration forms, CONTRACTOR will establish an account for e-SignLive (the "**Account**") and issue CITY's unique credentials for access to e-SignLive. CITY's Administrator shall be responsible for establishing an access password administering the Account and maintaining the username and access password. CITY's Administrator may assign individual usernames and passwords. CITY acknowledges that CITY is fully responsible for any access to e-SignLive through the Account, including all third party access through the Account. CITY shall ensure that each User abides by the terms and conditions of these TERMS AND CONDITIONS, and shall protect the usernames and passwords it establishes for its Account. Such usernames and passwords must not be shared with other entities or individuals, except as expressly allowed by these TERMS AND CONDITIONS.

4.0 LICENSE AND SERVICE TERMS

4.1 **License to e-SignLive.** Subject to the terms and conditions of these TERMS AND CONDITIONS, CONTRACTOR will grant CITY and CITY's Users for the Term of these TERMS AND CONDITIONS a non-exclusive, non-transferable, non-sublicensable, revocable (in accordance with these TERMS AND CONDITIONS) limited right and license to access, use and display e-SignLive solely for its internal business purposes. No other access to, or use of e-SignLive shall be made by CITY without the prior written consent of CONTRACTOR, except as expressly granted hereunder. Nothing contained herein shall limit CONTRACTOR'S right to license or otherwise distribute or make available e-SignLive, in whole or in part, to any third party except as specifically contemplated in Section 4.11.

4.2 **Service Use Guidelines.** CITY is only permitted to use e-SignLive as contemplated in these TERMS AND CONDITIONS. CITY will not and will not permit any of the Users or any other third party to:

(a) use e-SignLive in connection with any infringing or unlawful material;

(b) send any Malicious Code through e-SignLive;

(c) reverse assemble, reverse engineer, decompile, disassemble or otherwise attempt to derive source code from e-SignLive or any component thereof;

(d) modify, translate or create derivative works based on e-SignLive (or any component thereof);

(e) copy or reproduce e-SignLive, System or any component thereof;

(f) except as contemplated in Section 4.11, distribute, re-distribute, sublicense, assign, share, sell, resell, time-share, rent, lease or otherwise make e-SignLive available to any third party, or grant a security interest in e-SignLive;

(g) interfere or attempt to interfere in any manner with the functionality or proper working of e-SignLive, or disrupt the integrity or performance of e-SignLive or any data contained therein;

(h) publish e-SignLive or any part of e-SignLive for others to copy;

(i) circumvent any user limits or other use restrictions that are built into e-SignLive or attempt to gain unauthorized access to any part of e-SignLive or System;

(j) remove any proprietary notices, labels, or marks from e-SignLive or its components;

(k) access e-SignLive or any other Confidential Information of CONTRACTOR in order to (i) build a competitive product or service; or (ii) copy any ideas, features, functions or graphics of e-SignLive, including any user interface, process and logic utilized by e-SignLive; or

(l) perform any form of security or other vulnerability or penetration tests on the System prior to having obtained written approval from CONTRACTOR.

CITY shall immediately notify CONTRACTOR customer service of any violation of the above Service Use Guidelines, suspected or confirmed System abuse, unauthorized use or access, System vulnerability, security incident, confidentiality or privacy breach.

4.3 **Access to e-SignLive Back-End.** CITY will be provided with login details enabling access to e-SignLive back-end which contains documents, contact information, and other Data relating to e-signatures. CITY is responsible for ensuring the security of its login details and CONTRACTOR will in no event be liable to CITY or to any third party (including CITY's Users) for unauthorized use or access to the Data through CITY's Account. CITY will notify CONTRACTOR promptly upon becoming aware of any such unauthorized access or use.

4.4 **Contractor Internet Protocol ("IP") Address.** CITY acknowledges and agrees that it will use or otherwise rely upon CONTRACTOR'S IP addressing at CITY's own risk. CONTRACTOR expressly reserves the right to alter its IP addressing at any time with no prior notification to CITY or any other party. Even if CONTRACTOR provides CITY with its IP addressing, CONTRACTOR shall not be liable to CITY or any other party in any way for CITY's use of, or reliance upon, CONTRACTOR's IP addressing (including losses or damages resulting from the failure of CITY's firewalls or other security measures or CITY's failure to update its systems as a result of changes to CONTRACTOR's IP addresses).

4.5 **Access to the System.** CONTRACTOR will maintain the active status of the System on the Internet, but will not be liable for any loss, cost, damage or expense resulting from or relating to CITY's loss or lack of access to e-SignLive during times CONTRACTOR may be updating or maintaining e-SignLive or during such time as the System may be inaccessible due to a Force Majeure Event or any problem attributable to CITY for any reason. CONTRACTOR will not provide CITY with

hardware or software necessary to gain access to the Internet or the System or e-SignLive. CITY is solely responsible for obtaining and maintaining any such hardware and software, for contracting with an Internet service provider, a telecommunications carrier or other service provider for services necessary to establish CITY's connection or access to the Internet and e-SignLive. CITY is also solely responsible for all its own costs, charges and expenses associated with obtaining and maintaining such hardware and software and with connecting and gaining access to the Internet, and e-SignLive.

4.6 **Implementation Services.** At CITY's request, and upon payment of applicable Charges, CONTRACTOR shall assign a technical support consultant to provide telephone and e-mail assistance to CITY for establishing the Account and implementing e-SignLive or integrating e-SignLive to CITY's systems. CONTRACTOR will provide additional Implementation Services to CITY as requested and described in one or more SOW executed by both parties and governed by these TERMS AND CONDITIONS. In consideration for such Implementation Services, CITY shall pay CONTRACTOR: (i) a consulting fee for such Implementation Services at the rates set forth in Attachment 1 to Exhibit B (which shall be updated form time to time) and (ii) all Reimbursable Expenses incurred by CONTRACTOR in connection with such Implementation Services, in accordance with paragraph 3 of Exhibit B.

4.7 **Storage of Data.** While CITY maintains an active Account within e-SignLive, CONTRACTOR will maintain the Data within such CITY's Account. CONTRACTOR shall maintain administrative, technical or physical safeguards to protect the security, confidentiality and integrity of the Data in its possession. CITY may retrieve and store copies of the Data at any time for storage outside of the System, and may delete or purge Data from the System. Data created through CITY and user's use of e-SignLive required for usage metrics and billing purposes may be retained by CONTRACTOR indefinitely, provided that such data shall not contain Data as defined under Section 1.4 of these TERMS AND CONDITIONS.

4.8 **Data Preservation in the Event of Suspension or Termination.**

(a) If these TERMS AND CONDITIONS is terminated pursuant to **Section 7**, CONTRACTOR may purge CITY's Data from the System after thirty (30) days.

(b) CONTRACTOR shall provide reasonable cooperation in connection with transition of e-SignLive and Data to alternate providers or technology, at its then-applicable hourly rates for professional services. CONTRACTOR may also endeavor to provide CITY unique post-suspension or post-termination assistance, but it shall be under no obligation to do so.

4.9 **Lawful Purposes.** CITY and CONTRACTOR will comply with all laws, regulations and policies that apply to receipt or provision of e-SignLive, as applicable. CONTRACTOR will provide and CITY will use e-SignLive solely for lawful purposes. In this respect, neither CONTRACTOR nor CITY may (i) use e-SignLive to manage any illegal operations, (ii) use any type of spider, virus, worm, Trojan horse, time bomb or any other codes or instructions that are designed to distort, delete or damage the System or CITY's Data, (iii) send any unsolicited commercial communication not permitted by applicable law; (iv) permit Users to access or use e-SignLive in violation of any export embargo, prohibition or restriction, or (v) endanger any part of any system or Internet connection of CONTRACTOR or any third party.

4.10 **City's Use of e-SignLive.** The use of e-SignLive by CITY and/or CITY's Users is subject to the following:

(a) CITY acknowledges and agrees that nothing in these TERMS AND CONDITIONS will be considered to make CONTRACTOR a party to any Document or contract executed using e-SignLive (each, an "**e-Contract**") or to any Transaction, and CONTRACTOR makes no

representation or warranty regarding the Transactions sought to be effected by any e-Contract;

(b) CITY acknowledges and agrees that CONTRACTOR maintains no control of or access to the contents of any e-Contract. The content, quality, and format of any e-Contract is completely within CITY's control;

(c) E-SignLive may provide options designed to verify the identity of the intended recipient of an e-Contract ("**Authentication Measures**"). CITY acknowledges and agrees that CONTRACTOR:

(i) will apply only those Authentication Measures (if any) selected by CITY,

(ii) makes no representations or warranties regarding the appropriateness of such Authentication Measures, and

(iii) assumes no liability or responsibility for a party's inability or failure to satisfy any particular Authentication Measure;

(d) If an e-Contract has not been completed within 30 days of being sent, the e-Contract may be deleted from the System.

(e) CONTRACTOR assumes no liability or responsibility for a party's failure or inability to electronically sign any e-Contract within any stated period of time.

(f) If a statute, regulation, or other rule of law requires that information relating to a Transaction or Transactions in or affecting interstate or foreign commerce be provided or made available to a "consumer" (as defined therein) in writing, and to the extent that any party to an e-Contract is deemed a "consumer," as between CONTRACTOR and CITY, CITY is solely responsible for ensuring that the use of an electronic record to provide or make available (whichever is required) such information satisfies the requirement that such information be in writing.

(g) As between CONTRACTOR and CITY, CITY is solely responsible for ensuring that CITY's use of e-SignLive complies with all applicable laws, including any electronic signature law.

(h) CONTRACTOR assumes no responsibility to determine whether a written consumer disclosure is required with regard to a Transaction represented by an e-Contract. Furthermore, CONTRACTOR assumes no responsibility to provide any such disclosures or to obtain any consumer consents.

(i) CITY acknowledges and agrees that applicable electronic signature legislation may not extend to all types of agreements and documents and that certain types of agreements and documents may not be able to be legally formed through the affixing of electronic signatures; additionally, various agencies may have promulgated specific regulations that apply to electronic signatures and electronic records, and CONTRACTOR assumes no responsibility to determine whether any particular e-Contract is an exception to applicable electronic signature law or whether it is subject to any particular agency promulgations and whether it can be legally formed by electronic signatures.

4.11 **Use by City's Affiliates.** CITY may: (a) use e-SignLive for the processing of its Affiliate's business; or (b) grant to one or more of its Affiliates a non-exclusive, non-transferable, non-sublicensable limited sublicense to use and access e-SignLive solely to the same extent as granted to CITY in these TERMS AND CONDITIONS. CITY shall notify CONTRACTOR of CITY's Affiliate's intent to use e-SignLive at least 30 days prior to performing any of the foregoing clauses (a) and (b). CITY shall also ensure that each of its Affiliates using e-SignLive understands, has received a copy of, is bound by, and complies with, the terms and conditions of these TERMS AND CONDITIONS. CITY represents and warrants to CONTRACTOR that CITY is authorized to bind each of its Affiliates that uses e-

SignLive under these TERMS AND CONDITIONS. Though CONTRACTOR will solely invoice CITY for e-SignLive used by CITY and CITY's Affiliates, each of CITY's Affiliates using e-SignLive will be deemed to be "CITY" under these TERMS AND CONDITIONS and will have the same rights, limitations, remedies and obligations as CITY has under these TERMS AND CONDITIONS. CITY shall be jointly and severally responsible to CONTRACTOR for any breach of the terms and conditions of these TERMS AND CONDITIONS caused by the acts or omissions of any of CITY's Affiliates that uses e-SignLive.

4.12 **Unsolicited Information and Opt-Outs.** E-SignLive may include the provision of communications on CITY's or CITY's clients' behalf to CITY's Users. It is CITY's responsibility to provide its Users with the ability to opt-out of communications provided by CONTRACTOR on CITY's behalf. CITY shall inform CONTRACTOR promptly if any of CITY's Users opt-out of receiving communications. Failure to comply with these responsibilities is a material violation of these TERMS AND CONDITIONS. CONTRACTOR will have no liability whatsoever for any breach of this obligation by CITY. CITY shall indemnify and hold CONTRACTOR and its Affiliates and Suppliers harmless from any and all direct, indirect or consequential claims, losses, damages, judgments, expenses and costs (including attorney's fees and expenses) arising out of CITY's failure to comply with the obligations in this Section 4.12.

5.0 PROPRIETARY RIGHTS

5.1 **Exclusive Ownership.** CITY acknowledges and agrees that e-SignLive and documentation accompanying e-SignLive are the proprietary information of CONTRACTOR or its licensors protected under Canadian and international copyright and other laws protecting intellectual property. Any and all intellectual property rights to or arising from e-SignLive and the software or technology underlying e-SignLive (including any copies, corrections, bug fixes, enhancements, modifications or new versions thereof) ("**CONTRACTOR Intellectual Property**") are and will remain the exclusive property of CONTRACTOR and its licensors. Nothing in these TERMS AND CONDITIONS intends to transfer any such CONTRACTOR Intellectual Property to CITY, or to vest any such CONTRACTOR Intellectual Property in CITY. CITY is only entitled to the limited use of the CONTRACTOR Intellectual Property rights granted to CITY in these TERMS AND CONDITIONS. Any unauthorized use of CONTRACTOR Intellectual Property is a violation of these TERMS AND CONDITIONS as well as a violation of intellectual property laws and treaties including copyright laws and/or trademark laws. All title and intellectual property rights in and to any third party content that is not contained in e-SignLive, but may be accessed through use of e-SignLive, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. CITY acknowledges and agrees that only CONTRACTOR will have the right to maintain, enhance or otherwise modify e-SignLive and any parts thereof. CITY agrees that it will not, either during or after the termination of these TERMS AND CONDITIONS, contest or challenge the ownership of the CONTRACTOR Intellectual Property.

5.2 **End-User Data.** As between CITY and CONTRACTOR, CITY owns the Data. CITY hereby grants (and warrants that it has the right to grant) to CONTRACTOR, its Affiliates, licensors and Suppliers the right to access, store, process and use the Data to the extent necessary to perform e-SignLive as contemplated by these TERMS AND CONDITIONS.

5.3 **Confidentiality; Privacy.** CONTRACTOR is committed to respecting CITY privacy and the confidentiality of CITY Data. CONTRACTOR shall hold CITY's Confidential Information in accordance with the terms of its Privacy Policy, with Section 4.7, Section 12 and Schedule B herein.

5.4 **Suggestions.** To the extent CITY provides or otherwise communicates any suggestions, enhancement requests, recommendations or otherwise provides feedback on e-SignLive (collectively, "Comments"), CITY hereby grants CONTRACTOR a royalty-free, worldwide,

transferable, sublicensable, irrevocable, perpetual, unrestricted license to use and/or incorporate the Comments and all underlying ideas contained in the Comments into e-SignLive.

6.0 [DELETED]

7.0 SUPPORT SERVICES

7.1 **Service Levels.** CONTRACTOR will use commercially reasonable efforts to keep e-SignLive operational on a 24/7 basis in accordance with **Schedule A**, except for Permitted Downtime (as defined in Schedule A) or any unavailability caused by a Force Majeure Event.

7.2 **Named Support Contacts.** CONTRACTOR customer service and technical support are provided to CITY's named contact only. For the avoidance of doubt, CITY will be responsible for providing all support to CITY's clients and Users. CITY must provide CONTRACTOR with the name and contact information for a named contact(s) who will be the only individuals authorized to access and receive support services from CONTRACTOR. The named contact(s) within the company or organization may be changed if necessary but must be entitled to make decisions on CITY's behalf.

8.0 REPRESENTATIONS AND WARRANTIES

8.1 **Mutual Representations and Warranties.** Each party represents and warrants to the other that: (a) it does not conduct business for any unlawful or illegitimate purposes (including money laundering, purchase or sale of illegal goods or other action in violation of applicable laws); (b) it has the legal authority to enter into this Agreement and that no consent of any person or entity who is not a party to this Agreement is necessary in order for this Agreement to be fully and completely binding on the parties and their permitted successors and assigns; (c) if applicable, it is the owner or authorized licensee of the marks and logos licensed to the other party under this Agreement, (d) each person signing this Agreement on behalf of an entity is duly authorized to accept these TERMS AND CONDITIONS on such entity's behalf and to bind such entity; and (e) such entity has full power, corporate or otherwise, to enter into this agreement and perform its obligations hereunder.

8.2 **CITY's Representations and Warranties.** CITY represents and warrants to CONTRACTOR that: (a) the information CITY provides in connection with registration for e-SignLive is accurate and complete; (b) CITY has not falsely identified itself nor provided any false information regarding itself to gain access to and use of e-SignLive and CONTRACTOR's Confidential Information; (c) CITY's billing information is correct; and (d) CITY has assigned an authorized and qualified employee to accurately complete set-up forms, and serve as its Administrator.

9.0 DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

9.1 **WARRANTY LIMITATIONS.** EXCEPT WHERE AN EXPRESS WARRANTY IS PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (i) E-SIGNLIVE IS PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CLAIMS, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO E-SIGNLIVE AND (ii) EACH PARTY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES INCLUDING WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, INTEGRITY OF DATA, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. WITHOUT IN ANY WAY LIMITING THE FOREGOING, CONTRACTOR FURTHER DOES NOT REPRESENT OR WARRANT THAT THE E-SIGNLIVE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES CONTRACTOR WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET. CITY ACKNOWLEDGES THAT IN USING E-SIGNLIVE, SENSITIVE CONFIDENTIAL AND/OR PROPRIETARY INFORMATION WILL TRAVEL THROUGH PUBLIC OR THIRD

PARTY INFRASTRUCTURE WHICH CONTRACTOR HAS NO CONTROL OVER AND FOR WHICH CONTRACTOR WILL BEAR NO LIABILITY. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT INCLUDING MARKETING LITERATURE, COLLATERAL DOCUMENTATION OR STATEMENTS REGARDING PERFORMANCE OF E-SIGNLIVE BY CONTRACTOR WHICH IS NOT CONTAINED IN THIS AGREEMENT WILL BE CONSIDERED TO BE A WARRANTY OR REPRESENTATION AND SHOULD NOT BE RELIED UPON AND IS NOT BINDING UPON CONTRACTOR. SILANIS DOES NOT ASSUME ANY LIABILITY WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

9.2 **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR, ITS AFFILIATES, AND/OR SUPPLIERS WILL NOT HAVE ANY LIABILITY TO CITY OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, RELIANCE, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF REVENUE OR PROFIT, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION, REPLACEMENT OR RECOVERY COSTS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER ARISING FROM CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE. IN NO EVENT WILL SILANIS' TOTAL AGGREGATE LIABILITY TO CITY UNDER THIS AGREEMENT IN RESPECT OF DIRECT DAMAGES EXCEED FIVE MILLION DOLLARS ($5,000,000).

10.0 INDEMNIFICATION

10.1 **City's Indemnity.** CITY agrees to indemnify, defend and hold CONTRACTOR, its Affiliates, Suppliers, and their respective directors and officers ("**CONTRACTOR Indemnitees**") harmless from and against any and all claims, suits demands, damages, judgments, liability and costs, including reasonable attorneys' fees (collectively "**Claims and Losses**") arising out of (a) CITY's violation or breach of any term of these TERMS AND CONDITIONS or any applicable law or regulation, whether or not referenced herein, or (b) CITY's violation of any rights of any third party, or (c) CITY's misuse of e-SignLive or any CONTRACTOR Intellectual Property, or (d) CITY's negligence or the negligence of its Affiliates. Notwithstanding the above, in the event of any conflict with this paragraph and the provisions of paragraph 7 or 10 of Exhibit D of this Agreement, the provisions of paragraph 7 and 10 of Exhibit D shall govern.

11.0 Protection of Confidential Information

11.1 **Protection of Confidential Information.** Each party shall use no less than the same means it uses to protect its similar Confidential Information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information of the other party. Each party agrees that it will not disclose or use the Confidential Information of the other party, except for the purposes of these TERMS AND CONDITIONS, as authorized in these TERMS AND CONDITIONS, and as provided in paragraph 7 of Exhibit D of the Agreement. While maintaining the confidentiality of CITY Confidential Information pursuant to these TERMS AND CONDITIONS, CITY hereby permits CONTRACTOR to use CITY Data for aggregation and business intelligence purposes, including for CONTRACTOR to develop new features or functionality that will benefit users of e-SignLive.

11.2 **Protection of Data.** Without limiting the above, CONTRACTOR shall maintain appropriate administrative, physical or technical safeguards for the protection of the security, confidentiality and integrity of the Data. CONTRACTOR shall not: (i) modify the Data; or (ii) disclose the Data to third parties, except as necessary to perform e-SignLive, or as expressly permitted by CITY by these TERMS AND CONDITIONS or in writing.

12.0 Force Majeure

12.1 Force Majeure. Notwithstanding anything to the contrary CITY acknowledges and agrees that CONTRACTOR shall not be liable for any default or delay in the performance of its duties, obligations or responsibilities hereunder if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; strikes, lockouts or labour difficulties, Internet service provider failures, delays or availability issues (including downtime or service outages) of CITY's payment gateway service provider or any other similar or dissimilar cause beyond the control of CONTRACTOR (collectively, a "**Force Majeure Event**").

13.0 [DELETED]

14.0 MISCELLANEOUS

14.1 [DELETED]

14.2 Promotional Rights. CONTRACTOR may identify CITY as a CONTRACTOR customer, in the course of promoting and marketing e-SignLive. CITY hereby grants to CONTRACTOR the right and limited license, during the Term, to use CITY name and logo on the Website, in press releases and other marketing materials.

SCHEDULE A
SILANIS SERVICE LEVELS

In the event that Silanis or CITY observes an Issue with e-SignLive, CONTRACTOR will provide the Service Level Response for the Defined Service Level described in the table below to find a Resolution.

"**Issue**" means any problem or failure that materially decreases the functionality or performance of e-SignLive and is caused by the software, systems, networks, other components, facilities or services that are supplied as part of e-SignLive. Issues do not include any problem or failure caused by the use or improper use or operation of software, systems, networks, other components, facilities or services that are not part of e-SignLive but are used to connect to, integrate with or otherwise make use of e-SignLive.

"**Permitted Downtime**" shall mean the following hours during which the System and e-SignLive may be unavailable due to scheduled maintenance: Saturday or Sunday, from 12:00am (midnight) to 6:00am Eastern Time, plus up to 90 minutes per month for emergency maintenance.

"**Resolution**" means a change to the application software, a change to the hosting systems, software or network, or any other change to the components, configuration or services constituting e-SignLive that resolves the Issue. Resolution also includes any testing by CONTRACTOR and CITY prior to applying the Resolution to e-SignLive.

The following conditions apply to the Service Level Response:

1. **Overall Service Level**: Except for Permitted Downtime, e-SignLive will be available 24/7/365 at least 99.999% of the time on a monthly basis, where e-SignLive is considered unavailable when e-SignLive is not accessible through the Internet for a reason other than a Force Majeure for a period of at least 5 minutes.

2. **Support and Monitoring Hours**: For Issues other than Service Level 1 Issues, support for responding to and working on Issues will be provided during normal business hours which are from 8 AM to 8 PM EST during weekdays (not including holidays). For Service Level 1 Issues, support for responding to and working on Issues will be provided on a 24 x 7 basis.

3. **Reporting of Issues**: To report an Issue, only CITY's designated contacts may contact CONTRACTOR support by phone or email. Service Level 1 issues may be reported directly. All other Service Level Issues must include a reasonable detailed written description of the decrease in functionality or performance of e-SignLive, and the impact on the efficacy of e-SignLive.

4. **Personnel and Communication**: CONTRACTOR and the CITY will provide the necessary and appropriate personnel as required to find a Resolution. CONTRACTOR and CITY will cooperate to obtain or supply information and data, and run tests in order to assist in finding a Resolution in a timely manner. CONTRACTOR will communicate its progress on finding a Resolution to the CITY on a basis appropriate to the Service Level.

SERVICE LEVELS	
Service Level Definition	**Description of Service Level Response**
Level 1: An Issue that causes continuous disruption of e-SignLive or prevents the majority of its users from using e-SignLive.	CONTRACTOR shall respond to a call for an Issue within 15 minutes. Immediate attention shall be given to the reported Issue. CONTRACTOR's support personnel will verify that the Issue constitutes a Level 1 Service Level. If confirmed, CONTRACTOR' personnel shall work continuously to resolve the Issue until a temporary or permanent Resolution is found. The Resolution will be applied to e-SignLive immediately.
Level 2: An Issue that causes a repeated occasional disruption of e-SignLive or prevents a limited number of users from using e-SignLive.	CONTRACTOR shall respond to a call or email for an Issue within 15 minutes. Attention shall be given to the reported Issue within 1 hour during business hours of receipt of CITY's written report. CONTRACTOR's support personnel will verify that the Issue constitutes a Level 2 Service Level. If confirmed, CONTRACTOR' personnel shall work continuously to resolve the Issue until a Resolution is found. The Resolution will be applied to e-SignLive immediately.
Level 3: An Issue that causes an inconvenience in using e-SignLive for the majority of its users and for which there is no workaround.	CONTRACTOR shall respond to a call or email for an issue within 4 hours. Attention shall be given to the reported Issue within 1 hour of receipt of CITY's written report. CONTRACTOR's personnel shall use commercially reasonable efforts to resolve the Issue until a Resolution is found. The Resolution will be applied to e-SignLive within 2 business days.
Level 4: An Issue that causes an inconvenience in using e-SignLive that a) affects a limited number of users; b) has a minor impact on its efficacy; or c) has a workaround.	CONTRACTOR shall respond to a call or email for an Issue within 1 business day. Attention shall be given to the reported Issue after receipt of CITY's written report. CONTRACTOR's personnel shall use commercially reasonable efforts to resolve the Issue until the Resolution is found. The Resolution will be applied to e-SignLive during a scheduled maintenance period.

SCHEDULE B

PRIVACY, CONFIDENTIALITY AND SECURITY

CONTRACTOR shall maintain a comprehensive security program designed to:

a. Protect the security and confidentiality of the Confidential Information;

b. Protect against any anticipated threats or hazards to the security or integrity of such information; and

c. Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to CITY or any of its subsidiaries, business partners, employees or customers.

CONTRACTOR shall maintain:

a. Procedures and controls to authenticate and limit access to Confidential Information, whether in electronic or physical form, to authorized individuals and to immediately discontinue access by terminated or otherwise former employees;

b. Procedures and controls to restrict access at physical locations containing Confidential Information such as buildings, computer facilities and records storage facilities;

c. Procedures and controls for the secure installation, configuration, operation and maintenance of information systems (e.g., workstations, servers, networks and applications), including procedures for change management, patch management and vulnerability management, such as up-to-date system security software, security patches, virus definitions and firewalls;

d. Procedures and controls for detecting, preventing and responding to attacks, intrusions or other systems failures, including actions to be taken in the event of suspected or detected unauthorized access to Confidential Information.

CONTRACTOR shall identify:

Reasonably foreseeable internal and external risks to the confidentiality, integrity and availability of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and design and implement safeguards to mitigate or address these risks including:

a. Restricting access to Confidential Information to those CONTRACTOR personnel who have a business need to access it in order to provide services under these TERMS AND CONDITIONS;

b. Implementing secure user authentication protocols and secure access control measures;

c. Encrypting, using industry-accepted algorithms and key lengths, all Confidential Information that is stored on computer systems or media not permanently housed in a secured data center (including desktop and laptop computers, portable storage devices and removable media); and

d. Encrypting, using industry-accepted algorithms and key lengths, all Confidential Information that is transmitted, via electronic mail or other means, over public networks (including the Internet), wireless networks or cellular networks.

CONTRACTOR shall perform, for personnel with access to CITY Confidential Information or providing any portion of the Services, identity verification, reference checks and criminal background checks.

CONTRACTOR shall immediately, but in no event more than 24 hours later, report to CITY in writing, and if required by law or regulation to any other party, any breach or suspected breach of security of the environment(s) used to provide services under these TERMS AND CONDITIONS following discovery or notification of such breach if the security, confidentiality or integrity of any CITY data or CITY Confidential Information was, or is reasonably believed to have been, compromised. CONTRACTOR shall, at no additional cost to CITY, cooperate with CITY to comply with laws and regulations relating to unauthorized use or disclosure of Personal Information and mitigate the losses that may be suffered as a result thereof, including making appropriate notifications, or providing, as approved and directed by CITY, ongoing credit or other monitoring that may be required as a result of a security breach.

CITY shall designate a primary and a secondary information security point of contact for all matters related to information security issues and incidents, and promptly inform CONTRACTOR should any such point of contact change.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $ 436,500.00

2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum, or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

   A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all reasonable documentation necessary to verify the monthly billings to the satisfaction of CITY.

   B. All invoices submitted by CONTRACTOR shall contain the following information:

      (1) Job Name
      (2) Description of services billed under this invoice, and overall status of project
      (3) Date of Invoice Issuance
      (4) Sequential Invoice Number
      (5) CITY's Purchase Order Number
      (6) Total Contract Amount
      (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
      (8) Total Billed to Date
      (9) Total Remaining on Contract
      (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

   C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Requests for payment shall be sent to:

Mrudul Sadanandan, IT Manager
Information Technology Department
915 I Street, 3rd Floor, Sacramento, CA 95814
(916) 808-7894
msadanandan@cityofsacramento.org

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.

6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon written request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

Attachment 1 to Exhibit B
Fee Schedule

1. E-SignLive™ E-Signature Service

E-SignLive shall be provided for a fee per Document (where Document is defined under Section 1.11 of the TERMS AND CONDITIONS). City shall purchase a minimum of 120,000 Documents over the initial three-year period of the agreement ("INITIAL TERM") at the fee per Document and in Annual Service Fee listed below. If the CITY exercises its two options to extend the Agreement for one (1) year each, the CITY shall purchase a minimum of 50,000 Documents each year at the fee per Document and Annual Service Fee listed below. Annual Service Fee for the Documents Volume purchased shall be paid at the beginning of each year during the Term.

	Fee per Document	Document Volume* Purchased	Annual Service Fee
Year 1	$0.95	120,000	$35,000.00
Year 2			$38,000.00
Year 3			$41,000.00
Year 4	$0.85	50,000	$42,500.00
Year 5	$0.85	50,000	$42,500.00
		Total Cost:	**$199,000.00**

**The ("Document Volume") refers to the number of Documents to be processed through e-SignLive, in each twelve (12) month period during the Term.*

Any number of Documents that have been purchased but are unused at the end of any year will rollover to the next year for the CITY to consume.

If the CITY uses more than the Documents Volume purchased, as listed above, additional Documents consumed will be charged based on the total volume pricing listed below for the respective year and be paid for by the City quarterly, in arrears.

	Additional Documents Range	Fee per Document
Year 1	Any	$0.85
Year 2		$0.85
Year 3		$0.85
Year 4	1-50,000	0.85
	50,001-200,000	0.65
Year 5	1-50,000	0.85
	50,001-200,000	0.65

2. E-SignLive Configuration Service

CITY is subscribing to the Multi-tenant SaaS (Software as a Service) e-SignLive from CONTRACTOR. This model doesn't involve any software installation and setup. CONTRACTOR will be responsible for all the costs involved in the software setup for out of box and standard configuration as defined in Section 4.3 and Section 4.6 of the TERMS and CONDITIONS.

3. CONTRACTOR Implementation Services

CITY will engage CONTRACTOR for integrating e-SignLive to various CITY processes and enterprise applications. The

following is the associated fee schedule for each of the three options of levels of Implementation Service (total cost to be confirmed in a SOW executed by the parties):

Implementation Service Options	Fees	Estimated Number of Units	Estimated Cost
Level 1: Proposed Implementation Services for Interactive Mode	$2,000.00/block of 10 hours	10 blocks	$20,000.00
Level 2: Proposed Implementation Services for Integration Mode	$3,000.00/design workshop	5 workshops	$15,000.00
Level 3: Custom Professional Services and Statement of Work			
Program Manager / Principal	$2,400/day or $300/hour	20 hours	$6,000.00
Project Manager	$2,000/day or $250/hour	60 hours	$15,000.00
Solutions Architect	$2,000/day or $275/hour	60 hours	$16,500.00
Senior Technical Consultant	$1,600/day or $225/hour	60 hours	$13,500.00
Technical Consultant	$1,400/day or $175/hour	100 hours	$17,500.00
Business Analyst	$1,600/day or $200/hour	100 hours	$20,000.00
Senior Systems Engineer	$1,600/day or $200/hour	120 hours	$24,000.00
Systems Engineer	$1,120/day or $175/hour	200 hours	$35,000.00
Total Estimated Cost			**$182,500.00**

4. Reimbursable Expenses

All Reimbursable Expenses, including travel expenses, additional documents, additional services, or other contingencies are in addition to the Implementation Services fee identified above, and will be paid for in accordance with Exhibit B of this Agreement. CONTRACTOR will use CITY preferred vendors for travel expenses when reasonably possible. Travel costs will be coordinated and approved by the CITY's Project Manager. CITY will reimburse all preapproved Expenses as incurred and at cost without additional markup.

Description	Estimated Costs
Travel Cost	25,000
Contingency	30,000
Total Estimated Costs:	**55,000**

DELIVERABLE ACCEPTANCE FORM

Purpose: The Deliverable Acceptance Form signifies sign-off of the delivered solution, it verifies what deliverables are being turned over to the CITY and that the CITY has accepted / approved those deliverables.

Date	
Project Name	

Important Notes for Completing this Document

Each section of the Deliverable Acceptance Form must be completed in full. If a particular section is not applicable to this project, then you must write *Not Applicable* and provide a reason.

LIST OF PROJECT DELIVERABLES COMPLETED

Deliverables and Description of Work Completed	
Acceptance Response (Completed by CITY Project Manager)	☐ Accepted ☐ Not Accepted until below issues are addressed
Issues / Comments	

PREPARED BY

CONTRACTOR Project Manager			
	(name)	(signature)	(date)

REVIEWED BY

	(name)	(signature)	(date)

APPROVED BY

CITY Project Manager			
	(name)	(signature)	(date)

EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT
FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*] ____ Not furnish any facilities or equipment for this Agreement; or

__X__ furnish the following facilities or equipment for the Agreement; [*list, if applicable*]

CONTRACTOR shall be given the appropriate network access to the CITY's technical environment to accomplish the tasks listed in Attachment 1 to Exhibit A.

EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and, where applicable, CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms (or Canadian equivalent) for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all applicable licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any

City Information to any third party without the prior written consent of CITY. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement, except as provided for in Section 5 of the TERMS AND CONDITIONS and applicable SOW (for Integration Service). In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement. In the event of any conflict with this paragraph and the provisions of Section 10 of the TERMS AND CONDITIONS, the provisions of this paragraph shall govern.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" or "confidential and proprietary" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information, it being understood that specifications, documentation, guides, designs, plans, drawings, software, data, prototypes, business plans or other business or technical information relating to e-SignLive shall be deemed to be confidential and proprietary whether indicated or not at time of disclosure by CONTRACTOR.

D. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The

CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" or "confidential and proprietary" designation of such information.

E. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a waiver by CONTRACTOR of confidentiality rights regarding the information designated "trade secret" or "confidential and proprietary" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Integration Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Integration Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect as provided under Section 5 of Exhibit A hereto.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice. Suspension of e-SignLive will not entitle CITY to a refund for any amounts prepaid for e-SignLive and CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to such suspension.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five (5) days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement, as applicable.

(2) Termination of the Agreement without cause will not entitle CITY to a refund for any amounts prepaid for e-SignLive and CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

D. Without limiting other remedies, CONTRACTOR may terminate this Agreement by providing CITY with written notice upon the occurrence of any of the following:

(1) CITY's breach of any of CITY's representations, warranties or obligations in this Agreement which remain uncured to CONTRACTOR's satisfaction within thirty (30) days of CITY receiving written notice thereof describing the breach.
(2) CITY fails to pay any proper invoice within thirty (30) days after it is due.
(3) CITY files for municipal bankruptcy, pursuant to Chapter 9 of the United States Bankruptcy Code.

E. CONTRACTOR shall not be liable in respect of any damage caused by the termination of this Agreement pursuant to Section 9 (D). Upon termination of this Agreement, access to e-SignLive (and access to the System) will terminate. Upon termination of this Agreement CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to such termination. Termination of this Agreement pursuant to Section 9 (D) however and whenever occurring will not prejudice or affect any right of action or remedy which will have accrued to CONTRACTOR up to and including the date of such termination.

10. Indemnity.

Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or

damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR. Liabilities arising out of contractual or other economic damages or regulatory penalties shall be subject to the limitations provided under Section 9.2 of the TERMS AND CONDITIONS. In the event of any conflict with this paragraph and the provisions of Section 10 of the TERMS AND CONDITIONS, the provisions of this paragraph shall govern.

A. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement."_____ (CONTRACTOR initials)

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required._____(CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance."_____(CONTRACTOR initials)

(4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million ($1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:

Is ☒

Is not ☐ *[check one]* required for this Agreement.

If required, such coverage must be continued for at least three year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

(2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

(3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A: VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (This number will be provided by EBIX after Agreement approval.)
PO Box 257
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to: CertsOnly-Portland@ebix.com

(3) The CITY may withdraw its offer of contract or cancel this Agreement if the

certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

12. **Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all reasonable information and reports, related to CONTRACTORS' performance of its obligations under this Agreement, required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall, insofar as they are related to CONTRACTORS' performance of its obligations under this Agreement, permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what reasonable efforts it has made to obtain the information.

F. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

E. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect. Notwithstanding the foregoing, the CONTRACTOR may assign this Agreement to one of its Affiliates (as defined under Section 1.2 of the Terms and Conditions), its successors or any entity acquiring all or substantially all of the assets of the CONTRACTOR. CITY'S consent shall not be unreasonably withheld.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

B. Sellers Permit: For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits CITY contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a CONTRACTOR and the City of Sacramento, in an amount exceeding $100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the CITY or if the CITY has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the CITY; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of CITY right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the CITY or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the CITY. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the CITY for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the CITY's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on CITY property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of CITY right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of CITY property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the CITY. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the CITY with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a written request from the CITY. Contractors shall keep accurate payroll records, showing, for each CITY Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the CITY Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a CITY contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A

SACRAMENTO

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "CITY") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the CITY's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to

employees (Employee Benefits does not include benefits that may be preempted by federal or

state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

Attachment B

SACRAMENTO

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to

employees If you feel you have been discriminated against by your employer . . .

You May . . .

○ Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services
Division 915 I Street,
Second Floor
Sacramento, CA 95814

○ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

TAXABLE YEAR **2015**

Nonresident Withholding Allocation Worksheet

CALIFORNIA FORM **587**

The payee completes this form and returns it to the withholding agent.

Part I Withholding Agent

Withholding agent's name: CITY OF SACRAMENTO

Address (apt./ste., room, PO Box, or PMB no.): 915 I STREET

City (If you have a foreign address, see instructions.): SACRAMENTO | State: CA | ZIP Code: 95814

Part II Nonresident Payee

Payee's name: Silanis Technology Inc.

☐ SSN or ITIN ☑ FEIN ☐ CA Corp no. ☐ CA SOS file no.: 98-0194060

Address (apt./ste., room, PO Box, or PMB no.): 8200 Decarie Suite 300

City (If you have a foreign address, see instructions.): Montreal | State: QC | ZIP Code: H4P2P5

Nonresident payee's entity type: (Check one)

☐ Individual/sole proprietor ☑ Corporation ☐ Partnership ☐ Limited liability company (LLC) ☐ Estate or trust

Part III Payment Type

Nonresident payee: (Check one)

☑ Performs services totally outside California (no withholding required, skip to Certification of Nonresident Payee)

☐ Provides only goods or materials (no withholding required, skip to Certification of Nonresident Payee)

☐ Provides goods and services in California (see Part IV, Income Allocation)

☐ Provides services within and outside California (see Part IV, Income Allocation)

☐ Other (Describe)_____

If the nonresident payee performs all the services within California, withholding is required on the entire payment for services unless the payee is granted a withholding waiver from the Franchise Tax Board (FTB). For more information, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines.

Part IV Income Allocation

Gross payments expected from the withholding agent during the calendar year for:

	(a) Within California	(b) Outside California	(c) Total payments
1 Goods and services:			
Goods/materials (no withholding required)			
Services (withholding required)			
2 Rents or lease payments			
3 Royalty payments			
4 Prizes and other winnings			
5 Other payments			
6 Total payments subject to withholding. Add column (a), line 1 through line 5			

Nonresident withholding threshold amount: $1,500.00

Backup withholding threshold amount: $0.00

Certification of Nonresident Payee

Under penalties of perjury, I certify that the information provided on this document is true and correct. If the reported facts change, I will promptly inform the withholding agent.

Sign Here

Print or type payee's name	Telephone ( )
Payee's signature ▶	Date
Print or type representative's name and title: Matthew Lane, Chief Financial Officer	Telephone (514) 337-5255
Authorized representative's signature ▶	Date 09/23/2015

Form **W-8BEN**
(Rev. February 2006)
Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for:	Instead, use Form:
• A U.S. citizen or other U.S. person, including a resident alien individual	W-9
• A person claiming that income is effectively connected with the conduct of a trade or business in the United States	W-8ECI
• A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions)	W-8ECI or W-8IMY
• A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions)	W-8ECI or W-8EXP

Note: *These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.*

• A person acting as an intermediary . . . W-8IMY

Note: *See instructions for additional exceptions.*

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner
Silanis Technology Inc.

2 Country of incorporation or organization
Canada

3 Type of beneficial owner: ☐ Individual ☑ Corporation ☐ Disregarded entity ☐ Partnership ☐ Simple trust
☐ Grantor trust ☐ Complex trust ☐ Estate ☐ Government ☐ International organization
☐ Central bank of issue ☐ Tax-exempt organization ☐ Private foundation

4 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**
8200 Decarie, Suite 300

City or town, state or province. Include postal code where appropriate.
Montreal , Quebec H4P 2P5

Country (do not abbreviate)
Canada

5 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

6 U.S. taxpayer identification number, if required (see instructions)
98-0194060 ☐ SSN or ITIN ☑ EIN

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

Part II Claim of Tax Treaty Benefits (if applicable)

9 **I certify that (check all that apply):**

a ☑ The beneficial owner is a resident of Canada within the meaning of the income tax treaty between the United States and that country.

b ☑ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).

c ☑ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

d ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).

e ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, $500,000.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 9a above to claim a _____ % rate of withholding on (specify type of income): _____
Explain the reasons the beneficial owner meets the terms of the treaty article: _____

Part III Notional Principal Contracts

11 ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
2 The beneficial owner is not a U.S. person,
3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, **and**
4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ▶ E-SIGNED by Andrea Conrad on 2014-01-27 15:11:28 GMT
Signature of beneficial owner (or individual authorized to sign for beneficial owner) | Date (MM-DD-YYYY) | CONTROLLER
Capacity in which acting

For Paperwork Reduction Act Notice, see separate instructions. Cat. No. 25047Z Form **W-8BEN** (Rev. 2-2006)

City of SACRAMENTO
Finance Department

City of Sacramento • Revenue Division
915 I Street, Room 1214 • Sacramento, California 95814
916.808.8500
http://www.cityofsacramento.org/finance/revenue/

NEW BUSINESS LICENSE TAX APPLICATION

PLEASE PRINT OR TYPE

NO 1023007

BUSINESS ACTIVITY INFORMATION

BUSINESS NAME (DBA NAME USED TO IDENTIFY YOUR BUSINESS): Silanis Technology Inc

NEW OR CHANGES? [X] NEW [ ] CHANGES

STARTING DATE: 08/26/2015

BUSINESS PHONE NO.: ( ) 514-337-5255

OWNER/CORPORATION PHONE NO.: ( )

OWNERSHIP TYPE: [ ] SOLE [X] CORPORATION [ ] PARTNERSHIP [ ] LC [ ] TRUST [ ] OTHER

EMAIL ADDRESS: andrea_conrad@silanis.com

WEB SITE ADDRESS: Silanis.com

STATE CERT./LICENSE NO.	EXP. DATE	FEDERAL ID NO.	STATE EMPLOYER ID NO.	NO. OF EMPLOYEES
		98-0194060	44570554	0

BUSINESS DESCRIPTION: Software Vendor - Electronic Signature software

BUSINESS LOCATION ADDRESS: 8200 Decarie blvd, Montreal , Quebec , H4P-2P5

BUSINESS ZONED: [X] COMMERCIAL OR [ ] RESIDENTIAL HOME OCCUPATION PERMIT # _____ (CHECK ONE)

OWNER/CORPORATION ADDRESS (STREET NAME AND NO., SUITE NO., CITY, STATE, ZIP CODE): 8200 Decarie blvd, Montreal , Quebec , H4P-2P5

IF CORPORATION: NAME/ADDRESS TO RECEIVE LEGAL DOCUMENTS: Silanis Technology Inc.

MAILING ADDRESS (WHERE YOU WANT US TO MAIL THE BUSINESS TAX CERTIFICATE OR OTHER CORRESPONDENCE): 8200 Decarie blvd, Montreal , Quebec , H4P-2P5

CONTACT INFORMATION

OWNER OR CORPORATE OFFICERS' NAME & TITLE (STATE CONTRACTOR, SEE BELOW*)	RELATIONSHIP TO COMPANY	SOCIAL SECURITY NO.	CA DRIVER'S LICENSE
1) Matthew Lane	CFO	274 489 913	N/A
2)			
3)			

*STATE CONTRACTOR LICENSE NO.

BUSINESS LICENSE TAX CALCULATION

GROSS RECEIPTS – estimated for the first year or actual for renewal	$ 35,000
GROSS PAYROLL – estimated for the first year or actual for renewal	$ 0
# OF YEARS LICENCED WITH THE STATE	
# OF RENTAL UNITS (IF APPLICABLE)	
# OF PROFESSIONAL EMPLOYEES	

RESOURCE INFORMATION

Please note: Once you are registered, the City's Economic Development Department will send you business resource information by e-mail or mail.

I declare under penalty of perjury that to my knowledge all information contained on this application is true and correct. This tax certificate is for revenue purposes only and does not imply conformance with applicable city codes and ordinances. You are advised to check your proposed business location and structure with the City Planning Division for compliance with zoning codes and the Building Inspections Division for compliance with building codes.

SIGN HERE ALDO PERCIBALLI CONTROLLER September 11th 2015

TEMPORARY CERTIFICATE
Not valid more than 45 days from validation date

Your Business Tax Certificate will be sent to you approximately two weeks.

This certificate must be renewed annually

VOID IF NOT
CITY OF SACRAMENTO
VALIDATED
SEP 25 2015
PAID

FOR OFFICIAL CITY USE ONLY	
TAX	$ 40—
BIA	$
HOP	$
DUP/PEN	$
Dis. Access Fee	$ 1.00
TOTAL	$ 41—
BY	JAC

#76866619-909-09/25/15-Business Ta 41.00

CREECHURCH Underwriters

Creechurch International Underwriters Ltd.
550-55 University Avenue | Toronto ON M5J 2H7
1701-2001 McGill College Avenue | Montreal QC H3A 1G1
1511-701 West Georgia Street | Vancouver BC V7Y 1C6

P 1-877-814-7778 | www.creechurch.com

CERTIFICATE OF INSURANCE

Date: Friday, September 25, 2015

Certificate Holder:
City of Sacramento
915 I Street, Third Floor
Sacramento, CA 95814

This is to certify that the policy of insurance listed below has been issued to the noted Named Insured for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all of the terms, exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.

Named Insured:	Silanis Technology Inc.
Address:	300-8200 boul Décarie Montréal QC CANADA H4P 2P5
Policy Period:	From: 09 Aug 2015 To: 09 Jul 2016
Policy Number:	19001300
Limit of Liability:	$ 5,000,000 per Occurrence
General Aggregate Limit:	Not Applicable
Products/Completed Ops Aggregate:	$ 5,000,000
Personal Injury Limit:	$ 5,000,000
Non Owned Automobile Limit:	$ 2,000,000
Tenant's Legal Limit:	$ 500,000 any one premise
Medical Payments Limit:	$ 25,000 per person/per Accident
Deductible:	$ 1,000 per Occurrence
Type of Policy:	Commercial General Liability Insurance (Occurrence Base)
Broker:	Lemieux, Ryan & Associés
Insurer:	Lloyd's Underwriters
Additional Insured:	City of Sacramento, its officials, employees, officials, and volunteers

This policy includes SEF 94, 96, & 99, Employers Liability - $1,000,000 Sub Limit, Contractual Liability, Cross Liability and Severability of Interest.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policy above.

IMPORTANT: If the certificate holder is an additional insured and subrogation is waived subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement.

The Insurer will endeavour to mail to the Certificate Holder, 30 days written notice of cancellation of the policy, should the Insurer cancel this policy, but assumes no responsibility for failure to do so.

Authorized Insurer's Representative
Creechurch International Underwriters Ltd.

CERT 040712

Attached to and forming part of Policy No. 19001300

Endorsement # 19

Additional Insured - Waiver of Subrogation (GL1101)

Named Insured: **Silanis Technology Inc.**
Effective Date: 24 Sep 2015

It is hereby understood and agreed that the following person or entity is added as an Additional Insured under this policy but only to the extent the Insured would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Action** been made against the Named Insured.

Additional Insured
City of Sacramento its officials, employees, officials, and volunteers
915 I Street, Third Floor
Sacramento, CA 95814

The above mentioned extension of coverage shall not apply to any **Action** which includes allegations or facts indicating actual or alleged independent or direct liability on the part of any such person or entity named above.

It is a condition precedent to liability under the above mentioned extension of coverage that such entity named above shall prove to the Insurers' satisfaction the extent of any **Action** arising out of the Insured's conduct as described above.

It is further understood and agreed that this policy does not apply to any other liability of the Additional Insured and this inclusion shall not serve to increase the Insurer's Limits of Liability.

Furthermore, the Insurer will endeavor to give this Additional Insured thirty (30) days written notice of cancellation should the Insurer cancel this policy however assumes no responsibility for failure to do so.

With respect to any claims or **Actions** under this policy, we agree to waive any rights of subrogation that we may have under this policy provided that:

1) The insured has waived such rights of subrogation in a contract or agreement entered with the Additional Insured prior to the **Occurrence**, and provided that;
2) This waiver shall apply in favour of the person or entity named above.

However, this waiver does not apply to any claims, **Actions**, loss, costs or defense expenses arising solely out of the negligence of the person or entity named above.

All other terms and conditions remain unchanged.

Authorized Insurer's Representative Creechurch International Underwriters Ltd.	24 Sep 2015 Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/24/15

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cool Insuring Agency Inc
784 Troy Schenectady Road
Latham, NY 12110
518 783-2665

CONTACT NAME:
PHONE (A/C, No, Ext): 518 783-2665 FAX (A/C, No): 5187838754
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Ins Co of the Midwest	37478
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Silanis Technology Inc.
8200 Decarie Blvd, Suite 300
Montreal, Quebec, CN H4P2P5

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			01WECPH0718	08/21/2015	08/21/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Sacramento
915 I Street
Sacramento, CA 95814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony J. Mandrusko

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08

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00872

Title: (Pass for Publication) 2015 Task Force on Income Inequality's Final Recommendations and Implementing Ordinance (Adjourned from 10/06/2015)

Location: Citywide

Recommendation: 1) Pass a Motion authorizing the ordinance relating to the 2015 Task Force on Income Inequality's final recommendations to bypass the Law and Legislation Committee; 2) review an ordinance implementing the 2015 Task Force on Income Inequality's final recommendations on increasing the minimum wage in the City of Sacramento; and 3) pass for publication the ordinance title per Sacramento City Charter 32(c) for consideration on October 27, 2015.

Contact: Joseph Devlin, Chief of Staff, (916) 808-7005, Office of Councilmember Jay Schenirer, District 5

Presenter: Councilmember Jay Schenirer, (916) 808-7005, District 5, and Chair of 2015 Task Force on Income Inequality

Department: Mayor/Council

Division: Mayor/Council

Dept ID: 01001011

Attachments:

1-Description/Analysis

2-Background

3-Unemployment Rates Chart

4-Median Annual Earnings Chart

5-Proposed Ordinance

City Attorney Review

Approved as to Form
Matthew Ruyak
9/30/2015 4:41:16 PM

Description/Analysis

Issue Detail: The growing divide of income inequality continues to be an issue in the State of California, our region and our City. Increasing the minimum wage is one approach to closing that gap. The Task Force on Income Inequality recommends incrementally raising the minimum wage in Sacramento to $12.50 by the year 2020 with certain exemptions.

On July 28, 2015 Mayor Johnson announced the formation of the Task Force on Income Inequality. Specifically, Mayor Johnson asked the Task Force to develop a proposal for raising the minimum wage in Sacramento. The fifteen member Task Force was comprised of various stakeholders, including organized labor, business groups, nonprofits, and community groups. The Task Force met over a six week period, holding six meetings including four public meetings.

The current minimum wage in California is $9.00 per hour and will increase to $10.00 per hour on January 1, 2016. The Task Force recommends that City Council adopt an Ordinance increasing the minimum wage in the City of Sacramento to $10.50 in 2017, $11.00 in 2018, $11.75 in the year 2019 and $12.50 in the year 2020 with subsequent years adjusted for inflation according to the Consumer Price Index (CPI).

The Task Force also recommends four exemptions to reduce potential negative impacts to the Sacramento economy, encourage the hiring of young workers, and not disrupt important job training programs.

The Task Force took testimony from professors of economics, representatives from business and labor groups and heard over six hours of public testimony and made public their recommendation on September 2, 2015.

At its first meeting the Task Force adopted the following set of principles to guide their discussions:

1. Don’t sacrifice one for the other; employers for workers or workers for employers.
2. Don’t let rhetoric drive the recommendation.
3. No sticker shock to businesses.
4. Approach exemptions as incentives.
5. Cultivate a thriving economy that fosters entrepreneurship.
6. Benefit the welfare of the whole city.
7. Do no harm to the City, individuals, families, business, economy, etc.
8. Consider unintended consequences.
9. Current minimum wage cannot sustain a household.
    - Meet basic needs of wage earners and families.
    - Support working families in Sacramento to improve quality of life.
    - Two adults working full time should live over the poverty level.

10. Consider both the real costs for families and the real incomes of workers.
11. Stay regionally competitive.
12. Have Sacramento lead and not limit ourselves to other cities' approaches.
13. Promote racial equity.

Details of the Task Force Final Recommendation

On September 2, 2015, the Task Force released its recommendation for raising the minimum wage in Sacramento to $12.50 by the year 2020 with certain exemptions. The recommendation of the Task Force has five components.

1. Wage and Schedule
2. Exemptions
3. Enforcement
4. Annual Review
5. Ongoing Work

1. Wage and Schedule:

Increase the minimum wage to 12.50 by the year 2020 with the following schedule.

- 2017: $10.50
- 2018: $11.00
- 2019: $11.75
- 2020: $12.50
- 2021: CPI

2. Exemptions

- Youth under the age of 18 Years of age. It is generally accepted that increases to the minimum wage have negative effects on youth employment, especially those new to the job market. This exemption will create an incentive for employers to continue to hire those new to the job market.

- Certain Workers with Developmental Disabilities. Certain exemptions exist within State law for individuals with disabilities. The intent of the Task Force and the exemption is to not preempt those existing State exemptions.

- Create a Credit for Healthcare. Quality healthcare is important to working families and their dependents. In order to encourage employers to provide high quality healthcare while maximizing the benefit to employees, the task force recommends establishing the following credit for healthcare provided to employees:

- o Healthcare Credit: If the Employer pays at least $2.00 per hour per Employee towards the premium cost of an Employee and/or dependents medical benefits plan (health, dental, vision), the Employer shall pay Employees the Minimum Wage as defined in this section, less $1.50. Credit is applied per the following schedule: 37 cents in 2017, 75 cents in 2018, $1.12 in 2019, and $1.50 in 2020. In 2021 on, the credit would index with the wage increase.

- Total Compensation: Establish a "Total Compensation" option for employers, whereby employers would be exempt from paying the increased Sacramento minimum wage if they can verifiably prove that employees have a taxable gross income greater than $15.00 per hour.

- Training Programs: Exempt job training program participants up to 25 years of age or part of re-entry or release job training programs operated by Nonprofit Corporations or governmental agencies. These employers provide minimum-wage jobs designed to prepare these transitional workers for the workplace.

- Small Business Delay: Businesses with fewer than 40 employees shall have a delay in implementation of six months. Small business, claiming this exemption, would be required to follow the following minimum wage increase schedule and fully catch up to the full minimum wage plus CPI in July of 2021.

  - July 1, 2017: $10.50
  - July 1, 2018 $11.00
  - July 1, 2019: $11.75
  - July 1, 2020 $12.50
  - July 1, 2021 $12.50+CPI

3. **Enforcement.** The Task Force recommends that the City Manager develop recommendations for Council consideration and action to ensure legal implementation of the changes in the minimum wage.

4. **Annual Review:** The Task Force recommends the City Council evaluate annually the impacts and benefits the increased minimum wage is having on the Sacramento economy. Specifically the Task Force recommends the City task the City Auditor and/or the Independent Budget Analyst with performing ongoing analysis of any impacts the change in the minimum wage has had on the local economy and report back annually to the Council at a public meeting. The City should also analyze data from other local jurisdictions. Additionally the Task Force recommends the City Council hold an annual meeting to discuss potential changes in the minimum wage and the timing of implementation in the context of the overall health of the economy

and the impacts resulting from the changes to date. The City will have the ability to adjust subsequent increases to reflect current local market conditions during this time.

5. **Ongoing Work.** As part of its discussions and deliberation the Task Force recognized that an increase in the minimum wage is only a part of addressing the issues and challenges associated with income inequality. To that end, the Task Force also asks the City Council to prioritize other critical issues that impact the lives of Sacramentans including;

- Housing
- Job Training
- Early Childhood Education Programs
- Small Business/Economic Development

Lastly, the Task Force would like to reconvene throughout the year to continue their work addressing the issues and challenges facing todays working families in Sacramento.

Policy Considerations: Should the City Council adopt the Task Force on Income Inequality's recommendation to raise the minimum wage in Sacramento to $12.50 per hour by the year 2020?

Economic Impacts: The current minimum wage amount in the City of Sacramento is $9.00 per hour which is the same level for the State of California. The minimum wage for both the city and state will increase to $10.00 per hour beginning January 1, 2016. Per the Task Force's final recommendations, minimum wage amounts in Sacramento would then rise annually, settling at $12.50 per hour in 2020. Besides wage increases to those individuals making $12.50 or less, it can be expected that there would be wage increases for city employees who at present earn more than the recommended $12.50 minimum wage to avoid salary compaction. Based on initial estimates for both minimum wage increases and compaction compared to current base salary, it could cost the city $5 million to $6 million to comply with the minimum wage change recommended for 2020 with approximately 540 full-time equivalents being affected. Of the total cost to comply, it is expected that approximately 24% would be provided by the General Fund. Additionally, for city libraries, the impact to the City of Sacramento once the minimum wage is $12.50 is expected to be approximately $245,000 should the decision be made to maintain the current level of service. This increased cost would cover the incremental difference for on-call staff and re-stocking positions. The estimated cost range is inclusive of the city library impact.

While the overall effect of a minimum wage and compaction increase to the city's current total budget represents less than a 1-percent change, there is concern of the impact to specific city programs that are staffed primarily with individuals earning less than $12.50.

Both the Students Today Achieving Results for Tomorrow (START) Program, an after-school activities program, and the 4th "R", year-round childcare, rely heavily on classifications that are under the $12.50 threshold. Additionally, both programs would experience high levels of compaction due to positions within certain classification series as successive positions must reflect negotiated wage differentials. As such, special consideration will be needed for these programs in order to continue providing the current level of service.

After researching other cities that have adopted minimum wage increases, it is expected there will be an expense to enforce the new minimum standards as the City of Sacramento does not currently have the staff resources to enforce a city minimum wage. Typical duties of an enforcement office include community outreach, compliance review, and managing a complaint process. While the size and cost of the office are not known at this time, should penalties be adopted for non-compliance, the funding could be used to offset the cost of enforcement.

Under this proposal, a City of Sacramento resident earning minimum wage could expect their annual earnings to increase from $18,720 currently to about $26,000 in 2020. The increased earnings could help stabilize purchasing power and lift some residents out of poverty.

Additionally, based off data collected by the American Community Survey and the Employment Development Department, the City of Sacramento could experience an economic stimulus of $84.4 million generated over the five year period of wage increases.

Environmental Considerations: This action is not a project subject to CEQA because it involves only general policy and procedure making and does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. (CEQA Guidelines, §§ 15002(d), 15378, 15061(b)(3).

Sustainability: Not applicable.

Commission/Committee Action: None

Rationale for Recommendation: The recommendations of the Task Force on Income Inequality represent a balanced approach toward creating greater income equality in the City of Sacramento while not unduly burdening local business.

Financial Considerations: Staff has reviewed the potential impact of a Minimum Wage Ordinance to the city's budget. Per the Task Force's final recommendations, minimum wage amounts in Sacramento would then rise annually, settling at $12.50 per hour in 2020.

The implementation of the proposed minimum wage increase will directly affect the cost of programming in several City departments. Specifically, the Department of Parks and Recreation, (park maintenance, recreation programs, 4th R, and START), Public Works, Convention and Culture Services, and the City libraries will each be affected. Additionally, the increase will necessitate changes to the City's salary structure to allow for the transition to the new minimum wage. It is estimated that the direct cost and those associated with wage compaction will cost the City of Sacramento $1,042,299 in 2017 and increase to $1,921,484 by the year 2020. ($5,768,104 in total between 2017-2020). Finally, enforcement of a new minimum wage ordinance will require 3 additional FTE, at a cost of approximately $450,000.

Local Business Enterprise (LBE): Not applicable

Background

President Obama signed an Executive Order in February 2014 increasing the minimum wage for all Federal Contractors to $10.10 an hour. Currently, there is proposed legislation, Fair Minimum Wage Act of 2013 (Harkin/Miller), before Congress. The Harkin/Miller bill would increase the Federal minimum wage to $10.10 an hour and be indexed Consumer Price Index for inflation in all subsequent years. The current Federal Minimum wage is $7.25 per hour. Including California, there are 20 states with a minimum wage higher than the Federal government's mandated wage.

There is a current proposal SB3, 2015 (Leno) that would raise the State's minimum wage to $13.00 per hour by the year 2019. That bill was held in the Assembly Appropriations Committee and was subsequently turned into a two-year bill. Further action on that bill may happen in January of 2016.

Despite recent increases in the minimum wage in California, real incomes continue to decline. According to a recent study conducted by the Institute for Research and Labor Employment at the University of California Berkeley, annual earnings in Sacramento from 2007-2013 have fallen by 7.4% when adjusted for inflation.

According to a recent report by the United Way of California, one in three Californians struggle to meet their basic needs. In 2015 the United Way released a report detailing the "Real Cost Measure" to more accurately describe the cost of living in the State of California. After factoring in the cost of housing, transportation, childcare and other expenses not included in the calculation of the Federal Poverty Level, the United Way report concluded that a family of four with two adults, one infant and one school age child need $50,595 in Sacramento County to meet their basic needs. The United Way estimates that 29% of all households in Sacramento earn less than the Real Cost Measure. (31% statewide)

The current minimum wage in Sacramento and the State of California is $9.00 per hour. This amount is set to increase to $10.00 per hour on January 1st, 2016. Two fulltime workers earning the current state minimum wage earn $37,440 before taxes. Under the Task Force's proposal, those same two workers would earn $52,000 annually when the increase is fully realized.

Analysis done by California State University using American Community Survey Data (2013), 19.2% of all working people in Sacramento County earn less than $10 per hour. Of those earning less than $10 per hour, 47.4% are men and 54.6% are women. 32.6% are between 18-24 years of age, 26.3% are between 25-35 years, 37.6% are between 36 - 45 years, 12.8% are between 46-55 years and 11.7% are over 56 years of age.

TASK FORCE MEMBERS:
Jay Schenirer, Task Force Co-Chair, Sacramento City Council Member
Elizabeth Landsberg, Task Force Co-Chair, Western Center on Law and Poverty
Jeff Harris, Sacramento City Council Member
Yvonne Walker, President SEIU Local 1000
Stephen Webb, President, Sacramento NAACP
Fabrizio Sasso, Executive Director, Central Labor Council
Rachel Rios, Executive Director, La Familia Counseling Center
Stephanie Nguyen, Executive Director, Asian Resources Inc.
Jot Condie, President, California Restaurant Association
Joshua Wood, Executive Director, Region Builders
Bill Dombrowski, President, California Retailers Association
Peter Tateishi, Executive Director, Sacramento Chamber of Commerce
Kevin Ferreira, Executive Director, Sacramento-Sierra Building Trades
Marcus Gomez, Board President, Sacramento Hispanic Chamber of Commerce
Ashlin Malouf Spinden, Executive Director, Sacramento Area Congregations Together

Task Force Public Meeting Dates:

1. July 29, 2015, 4 PM – 6 PM. Presentations by United Way of California and California State University. 30 plus speakers during public comment.

2. August 5, 2015, 4 PM – 6 PM. Presentations by UC Berkeley Institute for Research on Labor and Employment. 30 Plus speakers during public comment

3. August 122015, 4 PM – 6:30 PM. Presentation by Beacon Economics, California State University Sacramento, California Association of Non-Profits and City of Sacramento Independent Budget Analyst John Silva. 30 plus speakers during public comment.

4. September 2, 2015, 5:30 PM – 7:30 PM. Task Force Recommendation Presented. 30 plus speakers during public comment.

Other Task Force Meeting Dates:

1. July 29, 2015, 3:30 PM - 4 PM

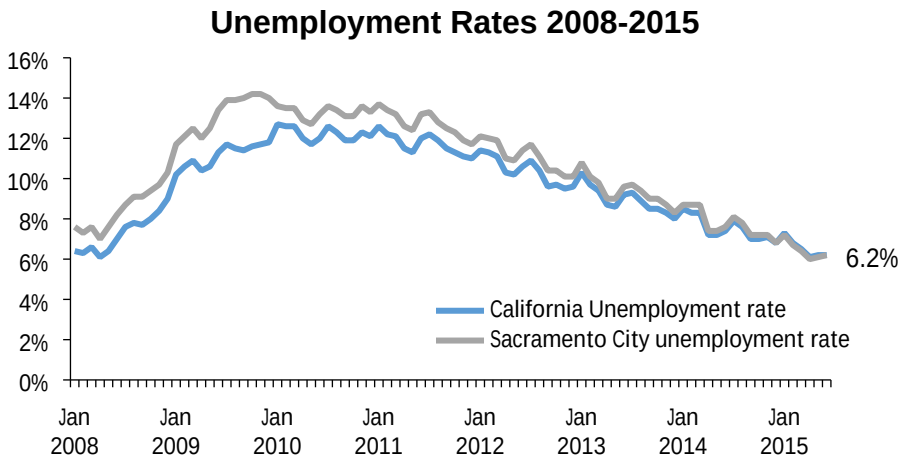
2. August 5, 2015, 3:30 PM - 4 PM

3. August 19, 2015, 3:30 – 5:30 PM

4. September 2, 2015, 3:30 PM – 5:30 PM.

Unemployment Rates 2008-2015

Currently unemployment in Sacramento County is 6% and falling at a faster rate than the State as a whole.

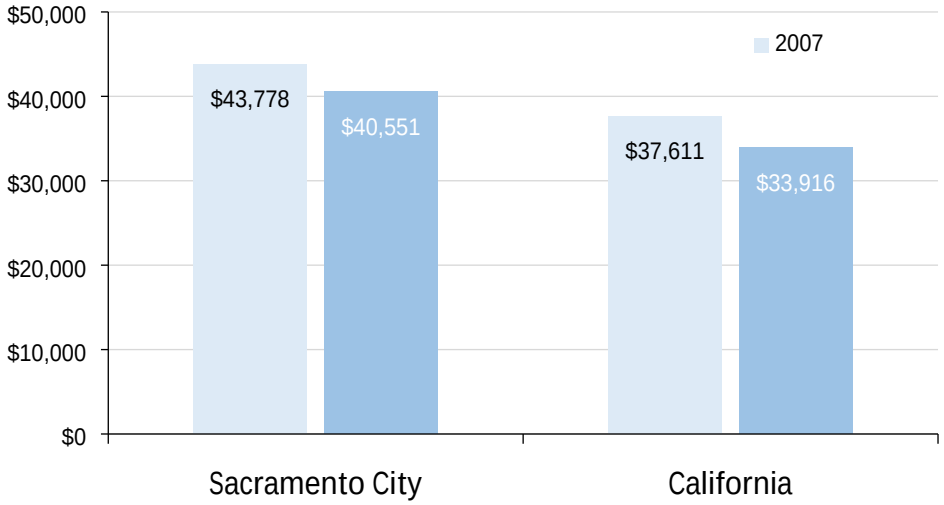


*Source: California Employment Development Department, Labor Market Information. Data are not seasonally adjusted.

Median Annual Earnings

While unemployment rates have fallen, so has median annual income. According to a recent study conducted by the Institute for Research and Labor Employment at the University of California Berkeley, annual earnings in Sacramento have fallen by 7.4% when adjusted for inflation.

Median Annual Earnings by Place of Work 2007-2013 (2013 dollars)



Source: 2015 IRLE-Berkeley Study

ORDINANCE NO.

Adopted by the Sacramento City Council

Date Adopted

AN ORDINANCE ADDING CHAPTER 5.158 TO THE SACRAMENTO CITY CODE RELATING TO THE CITY MINIMUM WAGE

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

SECTION 1.

Chapter 5.158 is added to the Sacramento City Code to read as follows:

Chapter 5.158 CITY MINIMUM WAGE

5.158.010 Definitions.

When used in this chapter, the following words and phrases have the following meanings:

"Employee" means a person who, in a particular week, performs at least two hours of work within the geographic boundaries of the city for an employer.

"Employer" means any person who directly or indirectly (including through the services of a temporary services agency, staffing agency, or similar entity) employs or exercises control over the wages or hours of any employee.

"Nonprofit corporation" means an entity that is duly incorporated, validly existing, and in good standing under the laws of the jurisdiction of its incorporation and, if a foreign corporation, in good standing under the laws of the State of California; and is exempt from taxation pursuant to section 501(c)(3) of the United States Internal Revenue Code.

"Total compensation" means all monetary amounts received by an employee for their performance of work for their employer, including wages (whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation), bonuses, and gratuities.

"Total compensation rate" means the quotient resulting from the division of the employee's total compensation by the number of hours worked.

5.158.020 City minimum wage required.

No employer shall pay their employee less than the city minimum wage for each hour worked within the geographic boundaries of the city. The city minimum wage shall be determined in accordance with the provisions of this chapter.

5.158.030 City minimum wage

A. If an employer has 40 or more employees, the city minimum wage is as follows:

1. Beginning on January 1, 2017, the city minimum wage is $10.50 per hour.

2. Beginning on January 1, 2018, the city minimum wage is $11.00 per hour.

3. Beginning on January 1, 2019, the city minimum wage is $11.75 per hour.

4. Beginning on January 1, 2020, the city minimum wage is $12.50 per hour.

B. If an employer has fewer than 40 employees, the city minimum wage is as follows:

1. Beginning on July 1, 2017, the city minimum wage is $10.50 per hour.

2. Beginning on July 1, 2018, the city minimum wage is $11.00 per hour.

3. Beginning on July 1, 2019, the city minimum wage is $11.75 per hour.

4. Beginning on July 1, 2020, the city minimum wage is $12.50 per hour.

C. Beginning on January 1, 2021, and annually thereafter, the city minimum wage shall be determined by the City Manager by adjusting the latest city minimum wage rate in direct proportion to the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers in the San Francisco-Oakland-San Jose, California area for all items (base period: 1982-84=100) (as published by the United States Bureau of Labor Statistics), between the annual values of the latest two years for which the statistics are available. The City Manager shall determine the city minimum wage based on the statistics available on October 1st of the preceding year.

D. For purposes of this section, the number of employees of an employer shall be determined by the average number of people employed each pay period of the previous calendar year. If an employer did not employ anyone during the previous calendar year, the city minimum wage set forth in subdivision B of this section applies.

5.158.040 Total compensation employers.

A. Notwithstanding section 5.158.020, an employer that is registered with the city as a total compensation employer is not required to pay the city minimum wage to any

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employee whose total compensation rate for the previous pay period exceeds $15.00 per hour. A total compensation employer shall pay all other employees at least the city minimum wage for each hour worked within the geographic boundaries of the city.

B. At the conclusion of each pay period, the total compensation employer shall determine the total compensation rate of each employee and determine whether the employee must be paid the city minimum wage for the next pay period. The employer shall notify each employee of that determination in writing.

C. Nothing in this chapter entitles the employer to withhold gratuities from the employee to whom it was given, regardless of whether the employee is entitled to the city minimum wage.

D. An employer is registered with the city as a total compensation employer when the following is submitted to the city:

1. A registration form approved by the city manager that is completed by the employer, with the following information:

a. Name and address of the employer;

b. Description of the type of business;

c. Estimated number of employees;

d. Name and contact information for representative of employer; and

e. Any other information or documentation consistent with the provisions of this code.

2. An annual total compensation employer registration fee, established by resolution of the city council, for the administration, implementation, and enforcement of this section.

E. No person shall knowingly make a false statement of fact or knowingly omit any information that is required to register as a total compensation employer pursuant to this section.

F. Registration as a total compensation employer is valid for one year.

5.158.050 Notice and posting.

By December 1st of each year, the city shall publish and make available to employers a notice announcing the minimum wage rates for the upcoming year. Employers shall

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post the notice in a conspicuous place in each workplace that is visible to all of their employees.

5.158.060 Exemption for employees not entitled to state minimum wage.

Notwithstanding section 5.158.020, an employer is not required to pay the city minimum wage to an employee who is not entitled to payment of the minimum wage from their employer under California law, as provided under California Labor Code section 1197 and wage orders published by the California Industrial Welfare Commission.

5.158.070 Exemption for youth.

Notwithstanding section 5.158.020, an employer is not required to pay the city minimum wage to any employee under the age of 18 years.

15.158.080 Exemption for job training program participants.

Notwithstanding section 5.158.020, an employer is not required to pay the city minimum wage to an employee who is either:

A. A participant, up to 25 years of age, in a youth job training program operated by a nonprofit corporation or a government agency; or

B. A participant in a re-entry or release job training program operated by a nonprofit corporation or a government agency.

5.158.090 Heathcare credit.

An employer that pays an employee the city minimum wage as determined in this chapter, and pays at least $2.00 per hour per employee towards the premium cost of an employee medical benefits plan (e.g., health, dental, or vision care) that allows the employee or the employee's dependents to receive employer-compensated care from a licensed physician, may apply a healthcare credit to reduce the payment of the city minimum wage in the amounts as follows:

A. When the city minimum wage for that employer is $10.50, the healthcare credit is $0.37 per hour.

B. When the city minimum wage for that employer is $11.00, the healthcare credit is $0.75 per hour.

C. When the city minimum wage for that employer is $11.75, the healthcare credit is $1.12 per hour.

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D. When the city minimum wage for that employer is $12.50, the healthcare credit is $1.50 per hour.

E. On January 1, 2021, and annually thereafter, the healthcare credit shall be determined by the City Manager by adjusting the latest healthcare credit rate in direct proportion to the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers in the San Francisco-Oakland-San Jose, California area for all items (base period: 1982-84=100) (as published by the United States Bureau of Labor Statistics), between the annual values of the latest two years for which the statistics are available. The City Manager shall determine the healthcare credit based on the statistics available on October 1st of the preceding year.

5.158.100 Waiver prohibited.

No person shall request an employee to waive his or her rights under this chapter. Any waiver by an individual employee of any provision of this chapter is contrary to public policy and is void and unenforceable.

5.158.110 Payroll records – Inspection.

Employers shall retain payroll records pertaining to all employees for a period of three years from the date of the payments reflected in the record. Upon reasonable notice, the employer shall allow the city access to the records at a mutually agreeable time, to monitor compliance with this chapter.

5.158.120 Reporting violations.

Any person may report to the city a suspected violation of this chapter. The city shall keep confidential the name and other identifying information of any person that reports of violation of this chapter, to the maximum extent permitted by law. The city may disclose the identity of the person reporting the violation as necessary to enforce this chapter.

5.158.130 Investigation.

The city may investigate reports of violations of this chapter. The city has the authority to inspect workplaces, interview persons, and inspect payroll records. If the employer does not maintain or retain records adequate to document wages paid or does not allow the city access to such records, an employee's account of how much he or she was paid shall be presumed to be accurate, absent clear and convincing evidence otherwise.

5.158.140 Retaliation prohibited.

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No employer or other person shall discharge, penalize, take adverse action, or discriminate in any manner against any person in retaliation for reporting a violation of this chapter to the city in good faith, participating in any of its proceedings, or using any civil remedies to enforce or otherwise assert his or her rights under this chapter. Taking adverse action against a person within 90 days of the person's exercise of rights protected under this chapter raises a rebuttable presumption that the action was taken in retaliation for the exercise of such rights.

5.158.150 Violations.

A. In addition to any other remedy allowed by law, any person who violates a provision of this chapter is subject to the following:

1. Criminal sanctions. Any person who violates a provision of this chapter is guilty of a misdemeanor.

2. Civil actions.

a. Violations of this chapter are hereby declared to be a public nuisance.

b. Any person aggrieved by a violation of this chapter may bring a private civil action in a court of competent jurisdiction against the employer or other person violating this chapter. The court shall award reasonable attorney's fees, witness fees, and expenses to any plaintiff who prevails in an action to enforce this chapter.

c. The remedies in a civil action for a violation of this chapter include, but are not limited to, the following: injunctive relief; reinstatement in employment; payment of back wages unlawfully withheld; interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of section 3289 of the California Civil Code, which shall accrue from the date the wages were due and payable as provided in Part 1 (commencing with section 200) of Division 2 of the California Labor Code, to the date the wages are paid in full; and civil penalties of not less than $250 or more than $25,000 for each day the violation continues.

3. Administrative penalties, pursuant to chapter 1.28.

B. All remedies prescribed under this chapter shall be cumulative and the election of one or more remedies shall not bar the city from the pursuit of any other remedy for the purpose of enforcing the provisions hereof.

5.158.160 Relationship to other laws.

DRAFT

This chapter requires the payment of a local minimum wage and shall not be construed to preempt or otherwise limit or affect the applicability of any other law, regulation, requirement, policy, or standard that provides for the payment of a higher or supplemental wage or benefit.

SECTION 2.

If any provision of this Ordinance or its application to any person or circumstance is held invalid or ineffective by any court of competent jurisdiction, or by reason of any preemptive legislation, that invalidity shall not affect the validity of the remaining provisions of this Ordinance. The City Council declares that it would have passed this Ordinance and each section, subsection, subdivision, sentence, clause, and phrase, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or words be declared invalid.

DRAFT

City of SACRAMENTO 09
City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00873

Title: City Auditor's Whistleblower Hotline Activity Report (Adjourned from 10/06/2015)

Location: Citywide

Recommendation: Pass a Motion accepting the City Auditor's Whistleblower Hotline Activity Report.

Contact: Jorge Oseguera, City Auditor, (916) 808-7270, Office of the City Auditor

Presenter: Jorge Oseguera, City Auditor, (916) 808-7270, Office of the City Auditor

Department: Mayor/Council
Division: Office of the City Auditor
Dept ID: 01001201
Attachments:
1-Description/Analysis
2-City Auditor's Whistleblower Hotline Activity Report (Nov to May 2015)

City Attorney Review

Approved as to Form
Sandra Talbott
9/30/2015 11:36:45 AM

Approvals/Acknowledgements

Department Director or Designee: Jorge Oseguera - 9/25/2015 4:10:17 PM

Description/Analysis

Issue Detail: According to the City Council Rules of Procedures, the Budget and Audit Committee shall receive, review, and forward to the council as appropriate, reports, recommendations, and updates from the city auditor. This report documents the City Auditor's Whistleblower Hotline related activity for the Nov 2014 to May 2015 period.

Policy Considerations: The City Auditor's presentation of the *City Auditor's Whistleblower Hotline Activity Report* is consistent with the Mayor and City Council's intent to have an independent audit function for the City of Sacramento.

Economic Impacts: None.

Environmental Considerations: None.

Sustainability: None.

Commission/Committee Action: On August 6, 2015, the Budget and Audit Committee passed a motion to forward the City Auditor's Whistleblower Hotline Activity Report to the City Council with three votes in favor and Council Member Jay Schenirer absent.

Rationale for Recommendation: This staff report provides the Budget and Audit Committee with information that may be used to meet its responsibility to provide oversight and supervision of the City Auditor.

Financial Considerations: The costs of the *City Auditor's Whistleblower Hotline Activity Report* were funded out of the Office of the City Auditor Budget.

Local Business Enterprise (LBE): Not applicable.

Report # 2015-05

City Auditor's Whistleblower Hotline Activity Report (Nov 2014– May 2015)

Jorge Oseguera
City Auditor

Nicholas Cline
Senior Auditor

Lynn Bashaw
Senior Auditor

Farishta Ahrary
Auditor

Office of the City Auditor
August, 2015

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Whistleblower Program Background

To Contact the City's Whistleblower Hotline

City staff or members of the public may submit allegations by either calling the Whistleblower Hotline's toll-free number 1-888-245-8859 or by completing the online form located at https://www.reportlineweb.com/cityofsacramento. In addition, individuals may also submit allegations directly to the City Auditor or any Auditor Office staff member. Any individual who files a complaint may elect to have their identity kept confidential. The individual's identity will be kept confidential to the extent permitted by law unless the individual waives confidentiality in writing. Information can be submitted in person, over the phone, by voicemail, by e-mail, or by mail.

Sacramento Office of the City Auditor
915 "I" Street
Historic City Hall, 2nd floor
Sacramento, CA 95814

Office of the City Auditor Website: http://www.cityofsacramento.org/auditor/

Auditor's role and responsibilities

The City Auditor is the City's independent auditor who reports directly to the Mayor and City Council. Council approves the Auditor's annual audit plan and has historically added audits to the plan when needed.

California Government Code Section 53087.6 allows local governments to create whistleblower hotlines. State law sets the requirements for establishing and running a whistleblower hotline, but local auditors have discretion in how to operate their programs.

The following includes key points of the Government Code section and how it pertains to the City of Sacramento:

- The City Auditor shall obtain approval from City Council before establishing a whistleblower hotline. This approval was obtained from the Sacramento City Council in March 2012.
- The hotline is used to receive calls from people who have information regarding fraud, waste, or abuse.
- The City Auditor may refer calls received on the hotline to the appropriate government authority for review and investigation.
- During the initial review of calls received, the City Auditor (or the appropriate government authority to whom the call is referred) shall hold in confidence information disclosed through the hotline. This includes the identities of the callers disclosing information and the people identified by the callers.
- Upon receiving specific information that an employee has engaged in an improper government activity, the City Auditor may conduct an investigative audit.

- The identity of the people providing information that initiated the investigative audit shall not be disclosed without their written permission, unless the disclosures are to law enforcement agencies that are conducting criminal investigations.
- The investigative audit shall be kept confidential except to issue a report of an investigation that had been substantiated or to release findings from completed investigations that are deemed necessary to serve the interests of the public.
- The identities of individuals reporting the improper government activities and the subject employees investigated shall be kept confidential.
- However, the City Auditor may provide a substantiated audit report and other information (including subject employee identities) to appointing authorities for disciplinary purposes.

Whistleblower procedures target high-risk tips

Due to the limited number of staff members in the Office of the City Auditor and the Office's chief responsibility to conduct performance audits in accordance with the Council-approved Audit Plan, conducting full investigations of all tips is not feasible. Instead, the City Auditor has adopted a risk-based approach to investigate whistleblower tips.

As part of the program's intake process, we rank tips by risk and focus investigative efforts on those that represent the greatest risk to the City. The following shows how we generally classify types of tips based on risk:

High Priority

Some reasons why allegations may be considered high priority are that they could include a safety concern, loss[1] to the City of more than $75,000, criminal activity resulting in a loss of at least $400, high-level involvement, collusion of multiple wrongdoers, major department-wide issue, or need for immediate action to stop a potential major issue. Addressing these items could take priority over other investigations and audits – at the City Auditor's discretion.

Medium Priority

Allegations in this category could include a loss to the City of more than $25,000, abuse of authority, medium-to low-level employee involvement, minor department-wide issues, or patterns of small problems that could become serious when summed. Some medium-priority items could be referred to a department for their review.

Low Priority

Allegations in this category could include a loss to the City of less than $25,000, isolated instances of time abuse, wasteful practices that would lead to limited gains in efficiencies if corrected, or allegations that lack credibility and evidence. The office would aim to investigate items in this list, but may not do so because of limited resources. However, if the same or similar issues were reported multiple times – low-priority items may become more of a priority. Additionally, some low-priority tips could be referred to a department for their review.

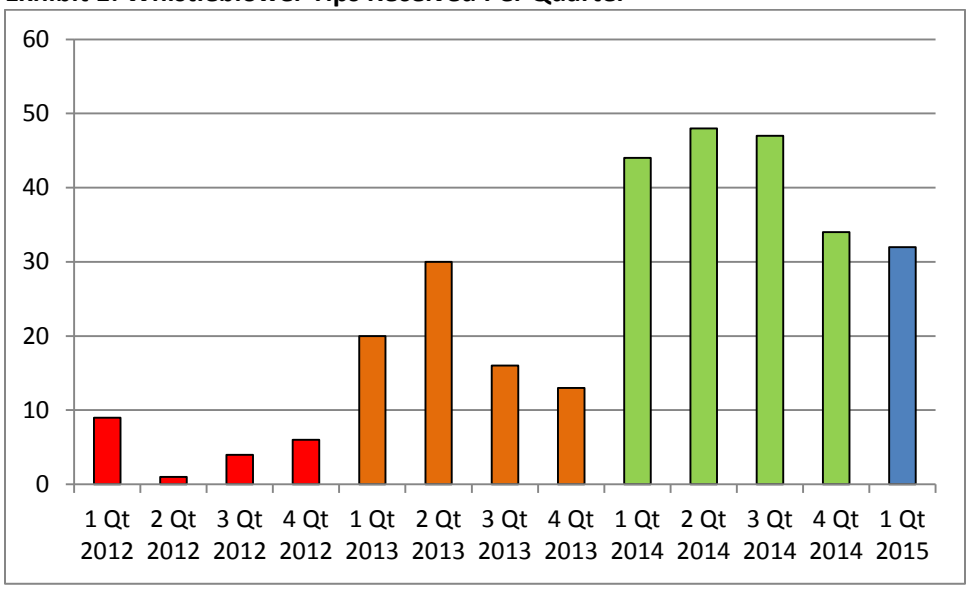
[1] Loss could entail actual or potential loss of money, waste, or inefficiencies.

Status of Investigations

The number of tips received by the City Auditor have been growing steadily

Use of the City Auditor's Whistleblower Hotline has shown significant growth. In 2012, we received 20 tips, in 2013, we received 79 tips, and in 2014 we received 173 tips. The table below shows the number of tips received per quarter since the program's inception.

Exhibit 1: Whistleblower Tips Received Per Quarter



We will continue to monitor call volume and report on the call activity.

Over 80 percent of tips received have been processed and closed

As previously noted, the City Council directed the City Auditor in March 2012 to establish a Whistleblower Hotline Program. The following shows the top ten types of allegations reported as of May 2015.

Exhibit 2: Top Ten Types of Allegations Reported as of May 2015

Primary Type of Allegation	Count of Case #	Percent
Unrelated to the City	38	10%
Case Canceled	37	10%
Employee Relations	34	9%
Violate Policy	25	7%
Abuse of Position or Authority	25	7%
Violate Local/State/Fed Law	19	5%
Wasteful Practice	17	4%
Misuse City Property	17	4%
City Repair information/311	16	4%
Watering/311	14	4%

The following exhibit provides information about cases that we closed since our last semiannual whistleblower hotline activity report. A summary of the investigation results are included for tips that were substantiated.

Exhibit 3: Seventy-seven tips were closed of which Four Tips Were Substantiated

Case #	Primary Type of Allegation	Priority	Result
3	Miscategorized Expenses	Medium	Unsubstantiated: Per Investigation
109	City Resources For Other Job	Low	**Substantiated and Referred:** We received a complaint alleging the Fire Department 1) inappropriately used City resources to develop a hardbound training manual (Engine Manual) and 2) it was unclear if the City was being fully reimbursed for the sales of the books. Based on the information we reviewed 1) we were not able to substantiate allegations related to inappropriate use of City resources and 2) we were able to substantiate the claim that the Department may not have been fully reimbursed for the sales of the books. We made recommendations to improve recordkeeping.
125	Hiring Irregularities	Low	**Substantiated & Referred:** We received an allegation regarding inappropriate employment practices by the City's Utility Department. The alleged inappropriate practices included concerns about nepotism. Based on the information provided by staff, there may be over 40 individuals working in the Utilities Department that meet the department's definition of a relative. A few of these individuals appear to create a direct conflict of interest. Although most of these relationships do not create a direct supervisory conflict of interest, employing this many employees with relatives across the department exposes the City to potential inappropriate favoritism, or the appearance of inappropriate favoritism. As a result, we recommended the City should implement a Citywide nepotism policy. Doing so will help prevent conflicts of interest and deter nepotism-based favoritism by those who make decisions and/or take actions related to hiring, employment, job assignment, promotion or discipline.
134	Employee Relations	Low	Resolved prior to investigation
167	Hiring Irregularities	Low	Unsubstantiated
189	Test Case	Test Case	Test Case
256	Violate Policy	Low	Unsubstantiated
298	Overcharging City	Low	Unsubstantiated
299	Time Abuse	Low	Referred To Department
300	Watering/311	Low	Unsubstantiated
301	Hiring Irregularities	Low	Investigated & Referred: Fire Department
302	Theft of goods/services	Low	Unrelated to the City
303	City Repair information/311	Low	Referred to 311
304	Case Canceled	Canceled	Canceled

305	Hiring Irregularities	Low	Unsubstantiated: No Investigation Warranted
306	Case Canceled	Canceled	Canceled
307	Wasteful Practice	Low	Unsubstantiated
308	City Repair information/311	Low	Referred to 311
309	City Repair information/311	Low	Unsubstantiated: No Investigation Warranted
310	Employee Relations	Low	Unsubstantiated: No Investigation Warranted
311	Violate Local/State/Fed Law	Low	Referred To Department
312	Case Canceled	Canceled	Canceled
313	Abuse of Position or Authority	Low	Unsubstantiated: No Investigation Warranted
314	Abuse of Position or Authority	Low	Unsubstantiated: No Investigation Warranted
315	Violate Local/State/Fed Law	Low	Unsubstantiated: No Investigation Warranted
316	Abuse of Position or Authority	Low	Unsubstantiated: No Investigation Warranted
317	Information Request	Low	Unsubstantiated: Per Investigation
319	Case Canceled	Canceled	Canceled
320	Violate Local/State/Fed Law	Low	Investigated & Referred: 311
321	Improper Controls	High	**Substantiated and Referred:** We received an allegation that significant lead hazards were identified at the James G. Mangan Rifle and Pistol Range (Gun Range) located in Mangan Park. Our investigation confirmed this allegation and revealed additional issues with the Gun Range facility and users. Given the importance of these issues, we immediately brought this to the attention of the Department of Parks and Recreation, City Manager's Office, Department of General Services, and City Attorney's Office.
322	Violate Local/State/Fed Law	Low	Non-City complaint
323	Wasteful Practice	Low	Unsubstantiated: No Investigation Warranted
324	Case Canceled	Canceled	Canceled
325	Unrelated to the City	Low	Investigated & Referred: Parks & Recreation Department
326	Violate Policy	Low	Unsubstantiated: No Investigation Warranted
327	Abuse of Position or Authority	Low	Unsubstantiated: No Investigation Warranted
328	Violate Policy	Low	Unsubstantiated: Not enough information provided
329	City Resources For Other Job	Low	Unsubstantiated: Not enough information provided
330	Wasteful Practice	Low	Unsubstantiated: Per Investigation
331	Abuse of Position or Authority	Low	**Substantiated & Referred:** We received an allegation that a marked Utilities Vehicle frequently uses the fire department's emergency parking spot in front of a coffee shop so that the employee can quickly pickup their coffee. The employee assigned to the vehicle admitted to the alleged activity and acknowledged that parking in the fire lane was inappropriate behavior. The employee committed to stop the behavior. This case and supporting information were referred to the Utilities Department for further consideration.
332	Time Abuse	Low	Unsubstantiated: Per Investigation
333	Contract Issue	Low	Unsubstantiated: Per Investigation

334	City Property Issues/311	Low	Investigated & Referred: Parks & Recreation Department
335	Unprofessionalism by City Employee	Low	Unsubstantiated: Per Investigation
338	Time Abuse	Low	Unsubstantiated: Per Investigation
339	Housing/311	Low	Investigated & Referred: Community Development Department
340	Case Canceled	NA	Canceled
341	Case Canceled	NA	Canceled
342	Insufficient action by City	Low	Investigated & Referred: Police Department
344	Case Canceled	NA	Canceled
346	Case Canceled	Canceled	Canceled
347	Case Canceled	Canceled	Canceled
348	Unrelated to the City	Low	Unrelated to the City
349	Unrelated to the City	Low	Unrelated to the City
350	Housing/311	Low	Investigated & Referred: 311
351	Theft of goods/services	Low	Unsubstantiated: Per Investigation
353	Case Canceled	NA	Canceled
354	Unrelated to the City	Low	Unrelated to the City
358	Watering/311	Low	Unsubstantiated: No Investigation Warranted
359	Case Canceled	NA	Canceled
361	Insufficient action by City	Low	Unsubstantiated: No Investigation Warranted
362	City Property Issues/311	Low	Investigated & Referred: 311
363	Case Canceled	NA	Canceled
364	Violate Policy	Low	Investigated & Referred: Utilities Department
365	City Property Issues/311	Low	Investigated & Referred: 311
366	Case Canceled	NA	Canceled
367	Unrelated to the City	Low	Unrelated to the City
368	Housing/311	Low	Unsubstantiated: No Investigation Warranted
369	Case Canceled	NA	Canceled
370	Unrelated to the City	Low	Unrelated to the City
371	Unrelated to the City	Low	Unrelated to the City
372	Violate Policy	Low	Unsubstantiated: No Investigation Warranted
373	Violate Policy	Low	Unsubstantiated: Not enough information provided
375	Case Canceled	NA	Canceled
376	Unrelated to the City	Low	Unrelated to the City
380	Unrelated to the City	Low	Unrelated to the City
381	Wasteful Practice	Low	Unsubstantiated: No Investigation Warranted

Further Consideration

During the last Activity Report presented to the City Council, the Council committed to revisit the potential expansion of the Auditor's Office to accommodate call volume and workload. As previously mentioned, the reception of the Whistleblower Hotline has been positive both internally and in the

media. Call volume has increased significantly and therefore has resulted in greater workload. Given the growth of the program, we request the Council consider adding to the City Auditor's Office 1 FTE that would be dedicated to primarily handle and investigate whistleblower tips. Doing so would help us better manage and respond to whistleblower tips as well as complete our normally scheduled performance audit reports in a more timely manner. Estimated costs for this position would likely be in line with the current Senior Auditor classification which has a salary range of $58,567 to $87,851.

City of SACRAMENTO 10
City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00874

Title: City Auditor's Additional Position Request (Adjourned from 10/06/2015)

Location: Citywide

Recommendation: Pass a Resolution authorizing the City Manager to add a 1.0 FTE Auditor position to the City Auditor's budget, funded by the Utilities Department.

Contact: Jorge Oseguera, City Auditor, (916) 808-7270, Office of the City Auditor

Presenter: Jorge Oseguera, City Auditor, (916) 808-7270, Office of the City Auditor

Department: Mayor/Council

Division: Office of the City Auditor

Dept ID: 01001201

Attachments:

1-Description/Analysis

2-Resolution

City Attorney Review

Approved as to Form
Sandra Talbott
9/30/2015 11:32:46 AM

Approvals/Acknowledgements

Department Director or Designee: Jorge Oseguera - 9/29/2015 11:49:15 AM

Description/Analysis

Issue Detail: The Office of the City Auditor provides independent, objective, and reliable information regarding the City's ability to meet its goals and objectives, and establish an adequate system of internal controls. Over the last five years, the City Auditor has performed two audits and several whistleblower investigations of the Utilities Department that have resulted in significant savings and operational efficiencies.

The Utilities Department would like the City Auditor's Office to perform additional audit work. However, due to limited audit resources, the City Auditor cannot fulfil the Utilities Department's request. As a result, the Utilities Department proposes funding an FTE in the City Auditor's Office that will be dedicated to performing audits of the Utilities Department. This position will be funded for one year and at the conclusion of the one year term, the Utilities Department and the City Auditor's Office will assess whether this arrangement should be extended.

Policy Considerations: The City Auditor's request to add a limited term 1.0 FTE position to the City Auditor's budget is consistent with the Mayor and City Council's intent to have an independent audit function for the City of Sacramento.

Economic Impacts: None

Environmental Considerations: None

Sustainability: None

Commission/Committee Action: None

Rationale for Recommendation: The Utilities Department funding of a limited term FTE in the City Auditor's Office will allow the City Auditor to establish a dedicated resource to focus on performing audits of the Utilities Department.

Financial Considerations: The total compensation for the Auditor position is approximately $94,000. The position will be dedicated full time to performing audits on the Department of Utilities. Therefore, the cost of the position will be offset by the Water (Fund 6005), Wastewater (Fund 6006) and the Storm Drainage (Fund 6011) funds.

Local Business Enterprise (LBE): None

Attachment 02 – Budget Adjustment

RESOLUTION NO.

Adopted by the Sacramento City Council

APPROVING A FY 2015/16 BUDGET ADJUSTMENT TO THE CITY AUDITOR'S ANNUAL BUDGET

BACKGROUND

A. City Code Section 2.18.010 specifies that the City Auditor shall have such staff and budget as the City Council may prescribe. The City Auditor shall appoint all other members of the City Auditor's Office.

B. The Office of the City Auditor does not currently have the audit resources needed to perform the audit work requested by the Utilities Department.

C. The total compensation for the Auditor position is approximately $94,000. The position will be dedicated full time to performing audits on the Department of Utilities. The cost of the position will be offset by the Water (Fund 6005), Wastewater (Fund 6006) and the Storm Drainage (Fund 6011) funds.

D. This position will be funded for one year. At the conclusion of the one year term, the Utilities Department and the City Auditor's Office will assess whether this arrangement should be extended.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager, or authorized designee, is hereby authorized to amend FY 2015/16 Mayor and City Council budget to increase the City Auditor's Office by 1.0 Auditor FTE.

Section 2. The City Manager, or authorized designee, is hereby authorized to establish reimbursement budgets between the Office of the City Auditor and the Department of Utilities for the cost of the Auditor position.

Section 3. The City Auditor is directed to return to the City Council, prior to the end of the funding term, to discuss the Auditor position and the Utility Department audit results.

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00825

Title: Agreements: Sacramento City Unified School District for After-School Program (Adjourned from 10/06/2015)

Location: Multiple locations within and outside the City limits

Recommendation: Pass a Resolution: 1) authorizing the City Manager or his designee to execute an agreement with the Sacramento City Unified School District (SCUSD) for the City's Sacramento START (Students Today Achieving Results for Tomorrow) after-school program to operate the Summerquest program at five elementary schools during Summer 2015 and be reimbursed by SCUSD up to a total of $141,769; 2) authorizing the City Manager or his designee to execute an agreement with SCUSD for the Sacramento START program to operate at 17 elementary schools during the 2015/16 school year and be reimbursed by SCUSD up to a total of $2,357,258.13 in Fiscal Year (FY) 2015/16; 3) authorizing the City Manager or his designee to enter into any amendments with SCUSD for operating of the START program at one or more of the 17 schools through June 30, 2016, which may change the cost paid per student, change the number of students to be served at any particular school or change other operational requirements, as long as any amendment does not increase the maximum annual payment to the City by more than $500,000 above the FY2015/16 amount and the additional services can be provided by the START program and require no additional General Fund support. Increases above the $500,000 will be subject to City Council approval; and 4) authorizing the City Manager or his designee to adjust the operating revenue and expenditure budgets as necessary to implement the agreements with SCUSD.

Contact: Brian Fitzgerald, Recreation Superintendent, (916) 808-6196; Alan Tomiyama, Recreation Manager, (916) 808-8958; Sonja Jarvis, Administrative Officer, (916) 808-8824, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: START

Dept ID: 19001631

Attachments:

1-Description/Analysis
2-Background
3-Chart of School Sites
4-Resolution
5-START School Year 2015-16
6-START Summer 2016

City Attorney Review

Approved as to Form
Sheryl Patterson
9/21/2015 2:47:48 PM

Approvals/Acknowledgements

Department Director or Designee: Lori Harder - 9/14/2015 9:59:16 AM

Description/Analysis

Issue Detail: The Sacramento City Unified School District (SCUSD) has received a grant from the California Department of Education for their after-school program and selected the City of Sacramento as its operator for the school sites listed in Attachment 2 of this report. The City's START program (Students Today Achieving Results for Tomorrow) will implement SCUSD's Summerquest program for Summer 2015 and operate the after-school literacy and enrichment program at 17 schools during the 2015/16 school year. Historically, SCUSD finalizes its service contracts at the beginning of the fall semester and such contracts provide authority retroactive to the beginning of the fiscal year.

Policy Considerations: Continued participation in after-school programming is consistent with the City's strategic plan to enhance livability.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): This report concerns administrative activities that will not have any significant effect on the environment and that do not constitute a "project," as defined by CEQA [CEQA Guidelines Sections 15061(b)(3); 15378(b)(2)].

Sustainability: Not applicable.

Commission/Committee Action: Not Applicable

Rationale for Recommendation: Since 1996 the START program has operated after-school literacy and enrichment programs at dozens of elementary school campuses throughout Sacramento County. The programs have been funded in large part by grants from the California Department of Education. Over the years several local school districts have applied for and received their own direct grants from the State, precluding the City from receiving a grant to serve the same school. Some of the school districts operate their own after-school literacy and enrichment program and some contract with providers such as START.

Executing the agreements with SCUSD will allow the elementary school children at a number of schools to participate in START this year.

Financial Considerations: SCUSD will pay the City up to $141,769 for work at 5 schools during Summer 2015 and up to $2,357,258 for work at 17 schools during the 2015/16 school year. No additional General Fund appropriation is required.

SCUSD may choose to increase or decrease the cost paid per student based on the State grant funding, change the number of students to be served at any particular school, or change other operational requirements. In addition, because the City has experience operating the START program at many Sacramento City elementary schools, SCUSD may request the City to operate the START program at additional schools or to substitute schools.

Provided the START program has the capacity to operate under the new conditions and to give flexibility to the START program to respond to changing situations, approval is requested to authorize the City Manager to execute amendments for operation of the START program at one or more of the 17 schools through June 30, 2016, that change the cost paid per student, change the number of students to be served at any particular school or change other operational requirements, as long as any amendment does not increase the maximum payment to the City by more than $500,000 and no additional General Fund support is required. Increases above the $500,000 will be subject to Council approval.

Local Business Enterprise (LBE): Purchase of supplies and equipment will be made in accordance with the City's Local Business Enterprise program requirements.

Background:

Sacramento START was launched in 1996. Today, START is widely recognized as one of the most outstanding after-school literacy and enrichment programs in the country, serving thousands of elementary school children in the most disadvantaged areas of the City and County. The City of Sacramento through its Parks and Recreation Department provides management and administrative support. Funding is provided through a partnership with the California Department of Education, the City of Sacramento's General Fund, the participating school districts, and donations from foundations, businesses and individuals. A significant portion of the funding comes from the State or from school districts whose funding comes from the State. No fees are charged to the children or their parents.

State law governs the overall structure of the START program, which is part of the State's After School Education and Safety (ASES) program. Requirements cover the duration and frequency of the program, the required ratio of staff to children, staff background and education qualifications, reimbursement rate, the percent of local matching funds and the need for an evaluation.

Program staff are employees of the City. All program supervision and administration will be handled by the City's Parks and Recreation Department.

SCUSD will be solely responsible to the California Department of Education (CDE) for communication with CDE and for compliance with all CDE grant requirements. START will bill SCUSD monthly for the cost of all labor and supplies used in the program.

Attachment 2

Sacramento START Elementary School Sites
Summer 2015 and School Year 2015/16
In the Sacramento City Unified School District

Council District	School Name	Grade	Address	Summer, School Year or Both
3	David Lubin Elem	K-6	3535 M St	School Year
3	Theodore Jodah Elem	K-6	3919 McKinley Blvd	School Year
4	John Cabrillo Elem	K-6	1141 Seamas Ave	School Year
5	Ethel Phillips Elem	K-6	2930 21st Av	Both
5	Hollywood Park Elem	K-6	4915 Harle Way	School Year
5	Pony Express Elem	K-6	1250 56th Av	School Year
6	Elder Creek Elem	K-6	7934 Lemon Hill Av	Both
6	Hubert Bancroft Elem	K-6	2929 Belmar St	School Year
6	Mark Twain Elem	K-6	4914 58th St	School Year
6	Peter Burnett Elem	K-6	6032 36th Ave	Both
6	Tahoe Elem	K-6	3110 60th St	School Year
7	Susan B Anthony Elem	K-6	7864 Detroit Blvd	School Year
n/a	Abraham Lincoln Elem	K-6	3324 Glenmoor Dr	School Year
n/a	Golden Empire Elem	K-6	9045 Canberra Dr	Both
n/a	James Marshall Elem	K-6	9525 Goethe Rd	School Year
n/a	O.W. Erlewine Elem	K-6	2441 Stansberry Way	Both
n/a	Parkway Elem	K-6	4720 Forest Pkwy	School Year

Addresses outside the City limits are shown with a Council District designation of n/a.

RESOLUTION NO. 2015-

Adopted by the Sacramento City Council

October 6, 2015

APPROVING AGREEMENTS WITH SACRAMENTO CITY UNIFIED SCHOOL DISTRICT FOR START PROGRAM

BACKGROUND

A. The Department of Parks and Recreation has operated the START (Students Today Achieving Results for Tomorrow) after-school literacy and enrichment program since 1996.

B. The City has operated the START program at numerous elementary schools in the Sacramento City Unified School District (SCUSD) as a direct grant recipient from the California Department of Education (CDE) and/or as a contractor with SCUSD for many years.

C. SCUSD is now the direct grant recipient from CDE for the after-school program at their elementary schools. Based on a competitive process, SCUSD selected the City to continue to operate the START program on a contract basis at 5 schools during the Summer 2015 and at 17 schools during the 2015/16 school year. SCUSD will pay the City's direct costs of operating the programs, up to a total of $141,769 for Summer 2015 and up to $2,357,258.13 for school year 2015/16.

D. During the next year SCUSD may choose to increase or decrease the cost paid per student, change the number of students to be served at any particular school or change other operational requirements. In addition, because the City has experience operating the START program at many Sacramento City elementary schools, SCUSD may request the City to operate the START program at additional schools or to substitute schools.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager or his designee is authorized to execute an agreement with the SCUSD for the City's START after-school program to operate the Summerquest program at 5 elementary schools during Summer 2015 and be reimbursed by SCUSD up to a total of $141,769.

Section 2. The City Manager or his designee is authorized to execute an agreement with SCUSD for the START program to operate at 17 elementary schools

during the 2015/16 school year and be reimbursed by SCUSD up to a total of $2,357,258.13 in Fiscal Year (FY) 2015/16.

Section 3. The City Manager or his designee is authorized to enter into any amendments with SCUSD for operation of the START program at one or more of the 17 school year schools through June 30, 2016, change the cost paid per student, change the number of students to be served at any particular school or change other operational requirements, as long as any amendment does not increase the maximum annual payment to the City by more than $500,000 above the FY2015/16 amount and the additional services can be provided by the START program and require no additional General Fund support. Increases above the $500,000 will be subject to City Council approval.

Section 4. The City Manager or his designee is authorized to adjust the operating revenue and expenditure budgets as necessary to implement the agreements with SCUSD.

Section 5. The agreement described in Section 1 is attached as Exhibit A and the agreement described in Section 2 is attached as Exhibit B and are made a part of this Resolution.

Table of Contents:

Exhibit A - Agreement for Summer 2015
Exhibit B - Agreement for School Year 2015/16

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services
Expanded Learning Services

And
CITY OF SACRAMENTO, START PROGRAM

The Sacramento City Unified School District ("District") and the CITY OF SACRAMENTO, START PROGRAM ("START") collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1st, 2015 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage the START Program to develop, maintain and sustain programs that offer support services to Abraham Lincoln, David Lubin, Elder Creek, Ethel Phillips, Golden Empire, Hollywood Park, Hubert H. Bancroft, James Marshall, John Cabrillo, Mark Twain, O. W. Erlewine, Parkway, Peter Burnett, Pony Express, Tahoe, Susan B. Anthony and Theodore Judah Elementary Schools during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and START Program will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21st Century before and after school programs at designated Elementary Schools, outlined in Attachment B, during the 2015 - 16 school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality after school programs for students, and deter, tobacco, alcohol and other drug use; and

WHEREAS, the ultimate goals of the Agreement are (1) provide after school programs for school year; (2) provide at least 1:20 ratio on each school site; (3) work collaboratively with the District to provide services to students, ensure targeted attendance is achieved per school, provide and communicate other pertinent information back to the District; and (4) adhere to protocol and guidelines outlines in Attachments A and C.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. START Program will work with the District's Youth Development Support Services staff in program implementation. START Program will provide direct service programming and staff the program to meet a 1:20 ratio of staff to students.

ii. START Program shall adhere to Attachment A Scope of Services; Attachment C After School

Programs Expectations; and complete SCUSD After School Program Manual (located on SCUSD After School Website);

iii. START PROGRAM shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iv. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide district-level Area Specialist(s) to liaison with all participating schools. The Area Specialist(s) will work with the, START Program supervisor to successfully facilitate all aspects of the after school programs, including overall management, administrative oversight, coordination of activities and logistics for the program, school data collection and survey implementation.

v. District shall provide overall management, administrative oversight, coordination of activities and logistics for the program and additional components. District shall provide and coordinate space and location of all District-sponsored ASES professional development, meetings, and trainings. District shall coordinate the convening all contractors to facilitate program planning and modifications. District shall coordinate the evaluation process and facilitate the evaluation team.

B. Payment. For providing the obligations pursuant to this Agreement, START Program shall invoice the District not to exceed $2,357,258.13 to be made in installments upon receipt of properly submitted invoices. The final installment shall not be invoiced by CITY or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, START Program shall provide documentation of at least 20% match of total contracted amount, no less than **$471,451.63,** to the District. Pursuant to this agreement, START Program may not exceed 5% of total MOU amount on administrative costs.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, the START Program, and each of START Program's employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance and Indemnity Requirements. The DISTRICT and START Program agree that the provisions of City Agreement 2001-050, dated May 31, 2001, the Memorandum of Understanding between the City of Sacramento and the Schools Insurance Authority regarding Hold Harmless and Indemnity Provisions, and any subsequent revisions to that Memorandum of Understanding, shall govern this Agreement and are incorporated into this Agreement by reference.

E. Fingerprinting and TB Requirements. The START Program agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code before services can begin. START Program will provide a list to the District of all employees cleared by the DOJ who will provide services under this Agreement. Failure to provide such written certification within thirty days of execution of this Agreement or before services begin, whichever occurs first, will result in immediate termination. START Program agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Period of Agreement. The term of this Agreement shall be from August 1st, 2015, through June 30, 2016. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

G. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

H. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

I. Assignment. This Agreement is made by and between START Program and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

J. Entire Agreement. This Agreement constitutes the entire agreement between START Program and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

K. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

L. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

M. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

N. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Governing Board of Education and/or designee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

DISTRICT:

By: _____ _____
Gerardo Castillo Date
Chief Business Officer
Sacramento City Unified School District

CITY OF SACRAMENTO, START PROGRAM:

By: _____ _____
Authorized Signature Date

Print Name: _____

Title: _____

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SCUSD and City of Sacramento START Program
Scope of Services:
Attachment A

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize START PROGRAM in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the PROGRAM MANAGER of START PROGRAM to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
8. Help recruit students into the Program and provide the Program access to parents of participating students.
9. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
10. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
11. Provide after school snack consistent with requirements of USDA.
12. Help coordinate custodial and storage needs of the Program.
13. Meet monthly with the District contact person, START PROGRAM site liaison and site administrator to identify program needs, successes, and assistance needed.
14. Provide and end of year Partnership Report addressing strengths and areas for improvement for further partnership.

CITY'S SACRAMENTO START PROGRAM shall:

1. Provide a comprehensive after school academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. Provide Before School Program at designated sites, program to operate 1.5 hours before school start as applicable.
3. Will work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by START PROGRAM and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
4. START PROGRAM will work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared out with stakeholders.
5. START PROGRAM will provide an End of Year report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. **START PROGRAM shall maintain at least 85% of targeted attendance for the school site for the entire school year.**
8. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
9. START PROGRAM will supply the staff, materials, supervision, and volunteer recruitment for <u>designated school sites</u>
10. Develop special activities or field trips for the sites individually and collectively. The START PROGRAM shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
11. Attend and provide monthly reports at the Youth Development Agency Manager meetings and/or other designated meetings, monthly PROGRAM MANAGER professional development, as well as other planning meetings as necessary.

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12. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, etc., with the prior approval of the District.
16. Provide at least one full time program manager per program that is employed until end of contract 6/30/15 and sufficient staffing to maintain a 20:1 student/staff ratio.
17. Utilize a Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.
18. Provide annually in-kind support and direct services totaling approximately 20% of total contract and financial support to be itemized and reported monthly to the District.
19. Meet monthly with the PROGRAM MANAGER and District contact person to identify program needs, successes, and assistance needed.
20. Provide programing, workshops, information and support to parents/guardians through the Family Literacy component (at designated sites).
21. Other areas as agreed upon by both parties.

School Site shall:

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
4. Help recruit students into the Program and provide the Program access to parents of participating students.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
6. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and site administrator to identify program needs, successes, and assistance needed.

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ASES: SCUSD and City of Sacramento START Program
Attachment B: Elementary School Site Breakdown

School Name	Program	Contract Amount	Negotiated 2.5% Fee	Attendance Target (178 Days)
Elder Creek	21st Century	$92,175.00	$2,304.38	93
Ethel Phillips	21st Century	$65,610.00	$1,640.25	61
Hollywood Park	21st Century	$32,400.00	$810.00	31
O. W. Erlewine	21st Century	$20,250.00	$506.25	20
Peter Burnett	21st Century	$40,500.00	$1,012.50	41
Tahoe	21st Century	$20,528.50	$513.21	19
Golden Empire	21st Century	$43,200.00	$1,080.00	41
David Lubin	ASES	$64,710.36	$1,617.76	62
Golden Empire	ASES	$90,000.00	$2,250.00	85
John Cabrillo	ASES	$90,000.00	$2,250.00	85
Theodore Judah	ASES	$90,000.00	$2,250.00	85
Abraham Lincoln	ASES	$104,062.50	$2,601.56	85
Elder Creek	ASES	$262,449.79	$6,561.24	214
Ethel Phillips	ASES	$104,062.50	$2,601.56	85
Hollywood Park	ASES	$94,177.26	$2,354.43	77
Hubert H. Bancroft	ASES	$89,910.00	$2,247.75	73
James Marshall	ASES	$104,062.50	$2,601.56	85
Mark Twain	ASES	$104,062.50	$2,601.56	85
O. W. Erlewine	ASES	$104,062.50	$2,601.56	85
Parkway	ASES	$115,370.63	$2,884.27	94
Peter Burnett	ASES	$126,123.75	$3,153.09	103
Pony Express	ASES	$104,062.50	$2,601.56	85
Susan B. Anthony	ASES	$178,571.25	$4,464.28	145
Tahoe	ASES	$104,062.50	$2,601.56	85

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Peter Burnett	Before School Base	$27,675.00	$691.88	42
Tahoe	Before School Base	$27,675.00	$691.88	42
Total Amount		$2,299,764.04	$57,494.09	

Total Contract for 2015-16: $2,357,258.13

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ASP: SCUSD and City of Sacramento START Program
After School Program Expectations
Attachment C

Expectations for SCUSD Before and After School Programs

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

1. Service providers and their staff will adopt and work within the social justice youth development framework as they operate SCUSD before and after school programs.

2. Service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
    - Requirements for Safety
    - Medical Protocol
    - Attendance Requirements
    - District Disciplinary Protocol
    - Field Trip Requirements etc.

3. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
    - Adequate supervision
    - 20 to 1 students/staff ratio
    - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
    - Clear program rules and expectations

4. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
    - Checking and answering emails and phone messages regularly
    - Issues/concerns will be communicated in a timely manner
    - Regular and clear communication with parents via newsletters, phone calls, emails etc.
    - Checking on ASP website

5. Program staff will conduct themselves in a professional manner at all times by being:
    - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
    - Prepared and ready at least 1-hour prior to start of programming.
    - Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.

6. In order to support academic achievement, service providers/staff should:
    - Have general knowledge of the academic standing of the students in their program.
    - Align after school programs to the regular school day

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- **Each after school program site will have their own program plan based on the needs of their students.**
- Meet administrators and teachers regularly
- Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.
- A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
- Review the School Accountability Report Card for your school site. This information is posted on http://sacramentocity.schoolwisepress.com/home/

7. Provider agency and their staff will incorporate youth development principles in their programming. This may include
   - Creating opportunities for youth-led activities and service learning
   - Involving youth in the decision-making process when appropriate
   - Encouraging youth civic engagement
   - Incorporating character education

8. 21st CCLC- Program must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.

9. Area representatives will evaluate afterschool programming based on student participation, adherence to the above-mentioned guidelines and based on the analysis of the various assessment tools.

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AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services-Expanded Learning
And

City of Sacramento, START

The Sacramento City Unified School District ("District") and the City of Sacramento, START (START) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on May 6, 2015, ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage CITY OF SACRAMENTO, START to develop, maintain and sustain SUMMER MATTERS programing, providing summer academic and enrichment support services to the following sites during Summer 2015; Elder Creek Elementary, Ethel Phillips Elementary, Golden Empire Elementary, O. W. Erlewine Elementary and Peter Burnett Elementary Schools. The primary purpose of Summer Matters Programing is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, CITY OF SACRAMENTO, START will work collaboratively with District to develop, support, coordinate, and implement the **Summerquest program** at each of the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for students participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children's education;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. START shall adhere to Attachment A Scope of Services and adhere to the SCUSD Expanded Learning Program Manual (located on SCUSD After School/Summer Website);

ii. START shall adhere to services outlined in SCUSD Contract Terms and Conditions

iii. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all programing and District-sponsored Summer Matters professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target, District shall reimburse START for services not to exceed **$141,769.00**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program	**School Name**	**Contract Amount**	**Attendance Target**
Summerquest	Elder Creek Elem.	$42,352.00	200 students
Summerquest	Ethel Phillips Elem.	$21,926.00	100 students
Summerquest	Golden Empire Elem.	$21,926.00	100 students
Summerquest	O.W. Erlewine Elem.	$21,926.00	100 students
Summerquest	Peter Burnett Elem.	$32,639.00	150 students

The final installment shall not be invoiced by START or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, START shall provide documentation of a **$28,354.00 in-kind match to the District.**

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, START, and each of START employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, START shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than $1,000,000 per occurrence. START will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by START to the District.

E. Fingerprinting Requirements. START **agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code.** If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, START agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been

disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Period of Agreement. The term of this Agreement shall be from May 6, 2015 through July 30, 2015. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

G. Indemnity. START agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. START has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

H. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

I. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this

Agreement shall constitute a waiver of immunity to suit by the District.

J. Assignment. This Agreement is made by and between START and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

K. Entire Agreement. This Agreement constitutes the entire agreement between START and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

L. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

M. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

N. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

O. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

DISTRICT:

By: _____ _____

Gerardo Castillo
Interim Chief Business Officer
Sacramento City Unified School District

Date

CITY OF SACRAMENTO, START:

By: _____ _____

Authorized Signature

Date

Print Name: _____

Title: _____

Sacramento City Unified School District and City of Sacramento, START:
SUMMER MATTERS 2015 Scope of Services
Addendum- Attachment A

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Provide a YDSS lead staff member that will provide SCUSD support, coaching, training and guidance needed to operate the summer programing
3. Host weekly meetings/professional development opportunities to identify and address program needs, successes, and provide assistance as needed.
4. Help train program staff and volunteers on District priorities, school procedures and educational/curriculum materials that should be integrated into the Program.
5. Help recruit students into the Program and provide the Program access to parents of participating students.
6. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
7. Provide daily student breakfast and lunch consistent with requirements of USDA.
8. Provide and end of Summer report to stakeholders addressing strengths and areas for improvement for further partnership.
9. Assist in grant compliance, grant reporting and assess quality assurance

City of Sacramento, START shall:

1. Provide comprehensive Summer Matters programing to include academic and enrichment interventions from **8:00 AM-2:00 PM, Monday -Thursday** at designated program sites. **Program will run from June 22, 2015-July 30, 2015.** Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities, and family literacy activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to the target as possible and within the agreed upon parameter as outlined in the grant award. Student attendance will be monitored by START and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
3. Work collaboratively with the District to create a comprehensive program plan for the Summer program. The plan will be shared out with stakeholders.
4. Provide an end of program report on status of all outcomes and objectives.
5. Maintain and provide to the District daily attendance and program activities records.
6. Comply with requirements of the USDA related to administration and operation of breakfast and lunch
7. Supply the staff, materials, supervision, and volunteer recruitment for designated school sites
8. Develop special activities or field trips for the sites individually and collectively. START shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
9. Attend designated Partnership meetings, as well as other planning meetings as necessary.
10. Work collaboratively with the other outside service providers contracted by the District to provide summer services at school sites.
11. Communicate progress of project/partnership development on a timely and consistent manner to the District
12. Communicate new partnership opportunities with the District.
13. Provide at least one full time program manager per program that is employed until end of contract on 7/30/15 and sufficient staffing to maintain a 20:1 student/staff ratio.
14. Utilize the YDSS Quality Assurance tool for monitoring and evaluation on a regular basis throughout the team
15. Provide in-kind support and direct services totaling 20% of total contract and such financial support to be itemized and reported monthly to the District
16. .Act as liaison with parents in supporting the family literacy and family engagement

City of SACRAMENTO 12
City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00838

Title: Agreement: Twin Rivers Unified School District for After-School Program (Adjourned from 10/06/2015)

Location: Multiple locations within and outside the City limits

Recommendation: Pass a Resolution: 1) authorizing the City Manager or his designee to execute a Services Agreement (Agreement) with the Twin Rivers Unified School District (Twin Rivers) to provide an after-school program with the City's Sacramento START program at nine elementary schools and be reimbursed by Twin Rivers in an amount not to exceed $987,599 for Fiscal Year (FY) 2015/16; 2) authorizing the City Manager or his designee to enter into amendments of the Agreement with Twin Rivers, subject to approval as to form by the City Attorney, which may change the number of schools or students to be served, the unit cost per student or operational requirements as long as the amendment does not increase the maximum payment to the City by more than twenty percent (20%) of the original contract amount (up to $197,520) and the additional services can be provided by the START program and fully funded with Twin River's payments. Amendments that exceed 20% will be subject to City Council approval; and 3) authorizing the City Manager to adjust the necessary operating revenue and expenditure budgets to implement the Agreement and any amendments.

Contact: Brian Fitzgerald, Recreation Superintendent, (916) 808-6196; Alan Tomiyama, Recreation Manager, (916) 808-8958; Sonja Jarvis Administrative Officer, (916) 808-8824, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: START

Dept ID: 19001631

Attachments:

1-Description/Analysis

2-Attachment 1

3-Resolution

4-Services Agreement

City Attorney Review

Approved as to Form
Sheryl Patterson
9/22/2015 11:41:33 AM

Approvals/Acknowledgements

Department Director or Designee: Lori Harder - 9/14/2015 9:47:00 AM

Description/Analysis

Issue Detail: The Twin Rivers School District has requested that the Parks and Recreation Department's Sacramento START program continue to operate the after-school literacy and enrichment program at nine of Twin Rivers' elementary schools as shown in Attachment 2. Twin Rivers has received a grant from the California Department of Education for the after-school program and prefers that Sacramento START operate the program. A Service Agreement (Agreement) has been negotiated for this arrangement and authorization is requested for the City Manager to sign the Agreement. START has been the contractor at two of the school sites since July 1, 2009, and under a prior contract since August 12, 2010 at the remaining seven sites. The Agreement will allow the City to be reimbursed for the services provided between August 20, 2015 through the end of the fiscal year.

Policy Considerations: Providing an after-school literacy and enrichment program is consistent with the City's strategic plan to enhance livability.

Economic Impacts: None.

Environmental Considerations: California Environmental Quality Act (CEQA): This report concerns administrative activities that will not have any significant effect on the environment and that do not constitute a "project," as defined by CEQA [CEQA Guidelines Sections 15061(b)(3); 15378(b)(2)].

Sustainability: Not applicable

Commission/Committee Action: Not applicable

Rationale for Recommendation: Since 1996 the Sacramento START program has operated after-school literacy and enrichment programs at dozens of elementary school campuses throughout Sacramento County. Typically the programs have been funded in large part by grants from the California Department of Education. Over the years several local school districts have applied to the state directly for such grants and have asked Sacramento START to continue to deliver the program for their students. Executing an agreement with Twin Rivers will allow elementary school children to participate in the Sacramento START after-school literacy and enrichment program during the current school year. Furthermore, it will allow the City to be reimbursed for services provided in FY2015/16.

Financial Considerations: The Twin Rivers Unified School District has requested that the City operate the after-school program at nine of their elementary schools. Twin Rivers will pay the City up to $987,599 in FY2015/16. This amount covers the City's full direct costs of operating the program. No additional or General Fund appropriation is required. During the

year Twin Rivers may choose to increase or decrease the number of schools it is willing to assign to the City, increase or decrease the unit cost paid per student, change the number of students to be served, or change operational requirements.

Provided the START program has the capacity to operate under the proposed conditions and to give flexibility to the START program to respond to changing situations, approval is requested to authorize the City Manager to execute amendments to the Agreement. The authorization would be limited to changing the number of schools or students to be served, the unit cost per student, or operational requirements, as long as any amendment does not increase the maximum payment to the City by more than twenty percent (20%) of the original contract amount (up to $197,519.80). Any amendment that exceeds the 20% will be subject to City Council approval.

The school district would continue to have sole fiscal and compliance responsibility for their grant with the California Department of Education.

Local Business Enterprise (LBE): Purchase of supplies and equipment will be made in accordance with the City's Local Business Enterprise Program requirements.

Attachment 1

Sacramento START Elementary School Sites
School Year 2015/16
In the Twin Rivers Unified School District

Council District	School Name	Address
3	D.W. Babcock Elementary	2400 Cormorant Way, Sacramento, CA 95815
2	Del Paso Heights Elementary	590 Morey Ave., Sacramento, CA 95838
n/a	Dry Creek Elementary	1230 G St., Rio Linda, CA 95673
n/a	Frontier Elementary	6691 Silverthorne Cir, Sacramento CA 95842
1	Garden Valley Elementary	3601 Larchwood Dr., Sacramento, CA 95834
2	Harmon Johnson Elementary	577 Las Palmas Ave., Sacramento, CA 95815
n/a	Orchard Elementary	1040 Q St., Rio Linda, CA 95673
n/a	Village Elementary	6845 Larchmont Dr., No. Highlands, CA 95660
n/a	Woodridge Elementary	5761 Brett Dr., Sacramento, CA 95842

Addresses outside the City limits are shown with a Council District designation of n/a.

RESOLUTION NO.

Adopted by the Sacramento City Council

October 6, 2015

APPROVING TWIN RIVERS UNIFIED SCHOOL DISTRICT AGREEMENT FOR START PROGRAM SERVICES FOR FY 2015/16

BACKGROUND

A. The Department of Parks and Recreation has operated the START (Students Today Achieving Results for Tomorrow) after-school literacy and enrichment program since 1996.

B. The Twin Rivers Unified School District (Twin Rivers) has requested that the City's Sacramento START program operate the after-school literacy and enrichment program at nine of Twin Rivers' elementary school sites. Twin Rivers will pay the City's full direct costs of operating the programs, up to $987,599 in Fiscal Year (FY) 2015/16. START has been the contractor at two of the school sites since July 1, 2009, and under a prior contract and since August 12, 2010 at the remaining seven school sites.

C. Twin Rivers may choose to increase or decrease the number of schools it is willing to assign to the City, increase or decrease the unit cost paid per student, change the number of students to be served or change operational requirements. Provided the START program has the capacity to operate under the proposed conditions and to give flexibility to the START program to respond to changing situations, approval is requested to authorize the City Manager to execute amendments to the Agreement, as long as any amendment does not increase the maximum payment to the City by more than twenty percent (20%) of the original contract amount (up to $197,520). Amendments that exceed 20% will be subject to City Council approval.

D. No additional funds or General Fund appropriation for START is required to perform these services under the proposed Agreement.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager or his designee is authorized to execute a Services Agreement (Agreement) with the Twin Rivers Unified School District (Twin Rivers) to provide an after-school program for Twin Rivers with the City's Sacramento START program at nine elementary schools and be reimbursed by Twin Rivers in an amount not to exceed $987,599 for Fiscal Year (FY) 2015/16.

Section 2. The City Manager or his designee is authorized to enter into any amendments of the Agreement with Twin Rivers, subject to approval as to form by the City Attorney, which may change the number of schools or students to be served, the unit cost per student or operational requirements as long as the amendment does not increase the maximum payment to the City by more than twenty percent (20%) of the original contract amount (up to $197,520), and the additional services can be provided by the START program and fully funded with Twin River's payments. Amendments that exceed 20% will be subject to City Council approval.

Section 3. The City Manager is authorized to adjust the necessary operating revenue and expenditure budgets to implement the Agreement and any amendments.

TWIN RIVERS UNIFIED SCHOOL DISTRICT
ADMINISTRATIVE SERVICES
District Mailing Address: 3222 Winona Way
North Highlands, CA 95660

To be completed by Budget Services

S.A. #_____
Vendor #_____

SERVICES AGREEMENT / CONTRACT – $35,000 OR MORE

CONTRACT made this _20th_ day of _August_, 2015_, between the Twin Rivers Unified School District, herein referred to as "District", and City of Sacramento, START hereinafter referred to as "Contractor".

RECITALS

District is a school district in the County of Sacramento, State of California, and has its principal place of business at 5115 Dudley Blvd., McClellan, California 95652.

District desires to engage the services of Contractor and to have said Contractor render services in accordance with the terms and conditions provided in this agreement.

California Government Code Section 53060 authorizes a school district to contract with and employ persons for the furnishing to the District of special services and advice in financial, economic, accounting, engineering, legal, operative or administrative matters if such persons are specifically trained and experienced and competent to perform the special services required. This section further authorizes the District to pay from any available funds the agreed upon compensation to persons with whom it contracts for the services rendered.

Contractor has demonstrated its competency to perform the special services required by this Contract through its prior experience in (describe relevant/similar work the Contractor has performed): Contractor has demonstrated competency in providing quality After School Education and Safety (ASES) programs in TRUSD and other school districts.

THEREFORE, District hereby engages the services of Contractor, and in consideration of the mutual promises contained herein, the parties agree as follows:

SERVICES

1. **Contractor** shall perform the following services: (If a separate scope of services or proposal generated by the District or the Contractor is available, attach it and reference it here. Please do not attach an outside vendor's *contract*.)
   Please refer to the attached Master Scope of Services

LOCATION

2. List the site(s) where this work will be performed: (e.g., District-wide or specific District sites - a list of sites may also be attached and referenced here)
   Please refer to the attached Budget, Addendum 1

FEE

3. **Contractor** shall be compensated for work accomplished as follows (monthly, quarterly, progress, lump-sum billing): Total fees not to exceed $987,599.00.

PLEASE NOTE: Accounts Payable will not process payment until the services have been completed and the Initiator verifies this fact by transmitting a Request for Direct Payment Form. If progress payments are needed, they must be stated in the contract and supported by Requests for Direct Payment. Invoices should be submitted to (name/department of initiating administrator, Twin Rivers Unified School District, 3222 Winona Way, North Highlands, CA 95660). As a general procedure, payment is remitted 30 days from receipt and verification of invoice.

BUDGET CODE(S):

4. Please see Budget, Addendum 1 % or $: _____-_____-_____-_____-_____-_____-_____-_____-_____
   _____ % or $: _____-_____-_____-_____-_____-_____-_____-_____-_____
   _____ % or $: _____-_____-_____-_____-_____-_____-_____-_____-_____

TERM

5. This Contract shall commence on August 20th, 2015 and shall continue through June 9th, 2016, provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the District. This contract may be terminated for (a) failure to provide satisfactory performance, or (b) upon the mutual written agreement of the parties, or (c) "for cause", as defined for termination of a classified employee of the District.

   Termination of this agreement under 5(a) or (c) prior to the stated termination date may also occur by the District providing **thirty (30) days'** written notice of such termination.

USE OF AGENTS AND ASSISTANTS

6. To the extent necessary to enable Contractor to perform duties hereunder, Contractor may engage the services of any agent or assistant which Contractor may deem proper, and, may further employ, engage or retain the services of such other persons deemed necessary to aid and assist Contractor in the proper performance of the duties. The cost for such agents or assistants shall be paid by the Contractor and any expenses incurred by the Contractor in engaging such agents or assistants shall be paid by the Contractor. It is agreed that any consultant, agent or assistant (hired by contractor) will explicitly not be employed by the District.

EQUIPMENT AND FACILITIES

7. District will provide Contractor with access to all needed records and materials held by the District, unless such material is confidential and not subject to disclosure. Contractor will provide all other necessary equipment, and facilities to render the services pursuant to this agreement.

DEVOTION OF TIME

8. Contractor shall devote such time and energy to the performance of its duties under this Contract as is reasonably necessary for a satisfactory performance. Should District require services not included in this Contract, Contractor shall make a reasonable effort to fit such additional services into the time schedule without decreasing the effectiveness of the performance of the duties hereunder.

INSURANCE AND TAXES

9. Contractor shall be an independent contractor and not an agent or employee of District under this Contract. Contractor shall be responsible for any damage, loss or other claim arising out of the performance of its services under this Contract.

   Prior to commencement of services and during the life of this Contract, Contractor shall provide the District with a current certificate of policy evidencing its professional general liability insurance coverage in a sum not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000) per occurrence, and such certificate or policy shall name the District as an additional insured. The District may waive this requirement for good cause demonstrated. Such waiver must be set forth in writing, including the "good cause", and signed by an authorized District administrator. Under extreme situations, the District may also choose to increase this insurance requirement to protect the interests of the District, and will notify the Contractor in advance of the increased requirement.

   Contractor shall defend District from any claim arising from any act or omission of Contractor or its agents. District shall defend Contractor for any claim arising from any act or omission of a District employee, specifically recognizing that Contractor is not an employee of District and that District shall not indemnify Contractor in such claim. **Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance.** District shall not withhold or set aside income tax, Federal Insurance Contributions Act tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

BUSINESS LICENSES AND CERTIFICATE PERMITS

10. As an independent contractor, it shall be the sole responsibility of Contractor to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Contract. **FACILITIES/MTCE CONTRACTORS – PLEASE PROVIDE CA STATE DIR REGISTRATION NO. AND DATE.**

ASSIGNMENT

11. This Contract is for professional services to be performed by Contractor and, except as provided in Paragraph 6, neither this Contract nor any duties or obligations hereunder shall be assignable, sublet, or performed by any person or persons who are not parties hereto, except by employees of Contractor whose names and qualifications have been approved in writing by District. In the event of an assignment by Contractor to which District has consented, the assignee or his/her legal representative shall agree in writing with District to personally assume, perform and be bound by the covenants, obligations, and agreements contained herein.

DISTRICT'S RIGHT OF RETENTION

12. District shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced as part of or resulting from this Contract and no other uses thereof will be permitted except by permission of District.

ENTIRE CONTRACT

13. This Contract supercedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Contract which is not contained herein shall be valid or binding. This contract is governed under the laws of the State of California.

SUCCESSORS AND ASSIGNS

14. Subject to the provisions regarding assignment, this Contract shall be binding on the heirs, executors, administrators, successors and assigns of the representative parties.

ATTORNEY'S FEES

15. Any and all disputes that arise out of this Agreement shall first be resolved by good faith negotiations between the Parties with the assistance of non-binding mediation. In the event either Party determines that they are not able to resolve the dispute through negotiation and mediation, then the dispute shall be submitted to binding arbitration in accordance with the American Arbitration Association.

    If any action at law or inequity is brought to enforce or interpret the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he/she may be entitled.

SEVERABILITY

16. In the event that any provision of this Contract is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Contract will be affected by such holding, and all of the remaining provisions of this Contract will continue in full force and effect, unless to do so would invalidate the intent of the parties in entering into this Contract.

Executed by the parties at Sacramento, California, on the day and year indicated below.

THE CONTRACTOR AGREES to perform the services described for the sum of not to exceed $987,599.00 ($35,000 or More)

and to submit invoices as follows: As outlined in the attached Master Scope of Services.

Contractor Printed Name / Contractor Signature / Date / E-mail Address

Contractor Address City State Zip Code

Phone Fax SSN or Tax ID Contractor or Business License Number

DIR# and Date: _____ **(Public Works Only)**

CONTRACTOR'S SIGNATURE ACKNOWLEDGES COMPLIANCE WITH ALL PROVISIONS OF ED. CODE § 45125.1 RELATING TO FINGERPRINTING.

TO BE COMPLETED BY ADMINISTRATOR

W-9 Form	☒ Yes ☐ No	Certificate of Insurance	☒ Yes ☐ No	Fingerprinting (Ed Code 45125.1)	☒ Required ☐ Not Required	TB Clearance (BP1240)	☒ Required ☐ Not Required

TWIN RIVERS UNIFIED SCHOOL DISTRICT:

(Initiator Signature)	9/28/15 *(Date)*	*(Manager - Contracting & E-Rate Services)*	*(Date)*
(Administrator/Division-Level Administrator Signature)	*(Date)*	*(Budget Services Signature)*	*(Date)*
(Date of Board Approval)	*(Superintendent or Deputy Superintendent of Administrative Services Signature)*		*(Date)*

NOTE: This form has been reviewed and approved as to form by the General Counsel. No changes to the form are authorized unless specifically approved by General Counsel. Selection of contractors will be on the basis of qualifications regardless of race, color, religion, ancestry, national origin, age, sex, marital status, medical condition, or physical handicap.

TwinRivers UNIFIED SCHOOL DISTRICT

TWIN RIVERS UNIFIED SCHOOL DISTRICT
Administrative Services
Mailing Address: 3222 Winona Way, North Highlands, CA 95660

CONTRACTOR CERTIFICATION

I, _____, certify to the District Board of Trustees that I am familiar with the facts contained in this certification and authorized to execute this certification on behalf of the undersigned business ___(Name of Contractor/Consultant)_____. I hereby certify further that the undersigned business has complied with Education Code Section 45125.1 and conducted the required criminal background check(s) of all persons who will be providing services to the Twin Rivers Unified School District on behalf of the undersigned business, and that none of those persons have been reported by the California Department of Justice ("DOJ") as having been convicted of a serious or violent felony as defined in Education Code Section 45122.1.

As further required by Education Code Section 45125.1, I have attached and incorporated by reference a complete and accurate list of the names of the employees of the undersigned business who will be providing services to Twin Rivers Unified School District and who may come into contact with pupils. I agree to keep this list current and to notify the Twin Rivers Unified School District of any additions or deletions as soon as they occur. I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding all persons listed.

I understand that the responsibility for criminal background clearance extends to all employees, agents, representatives, consultants, contractors, and subcontractors coming into contact with pupils regardless of whether they are designated as employees or acting as independent contractors. The undersigned business shall not allow any person who has not received satisfactory written verification of compliance to enter District property for any purpose related to or arising out of this Agreement at any time that District pupils may be present.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Executed this _____ day of _____, 20_____, in _____, County, California.

_____
Name of Contractor/Consultant *(please print)*

_____
Name/Title of Authorized Representative *(please print)*

_____
Signature of Authorized Representative

TWIN RIVERS UNIFIED SCHOOL DISTRICT
ADMINISTRATIVE SERVICES
District Mailing Address: 3222 Winona Way
North Highlands, CA 95660

LIST OF EMPLOYEES/VOLUNTEERS WHO MAY COME IN CONTACT WITH STUDENTS

NAME OF EMPLOYEES/VOLUNTEERS	NAME OF CONTRACTOR/CONSULTANT	SCHOOL SITES (IF KNOWN)

PUBLIC WORKS ONLY
SB854 REGULATIONS

CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Public Contract Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I_____, _____certify that
(Name) (Title)

_____is currently registered as a contractor with the Department of Industrial
(Contractor Name)

Relations (DIR):

Contractor's DIR Registration Number _____

Expiration date June 30, 20_____

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in the service agreement the DIR's registration requirement for all subcontractors and their subcontractors. (list subcontractors on a separate page as necessary)
3. Contractor shall ensure that all subcontractors are registered at time of signing and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

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

_____
Signature

_____
Date

Prevailing Wages. . The Contractor to which the District awards a contract for the Project, and each of that Contractor's subcontractors of any tier, shall be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract ("Prevailing Wages"). The successful bidder must retain copies of certified payrolls for a minimum of five years from the date of completion and submit the upon request of the District or its authorized agent. A copy of the per-diem rates of Prevailing Wages shall be posted at the site of the Project. Rates are available at http://www.dir.ca.gov/dlsr/pwd/index.htm

Public Works Contractor Registration Certification. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The awarding body must post or require the prime contractor to post job site notices prescribed by regulation. (See 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU.)

Failure to submit this form may render the Contractor non-responsive.

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▪

☐ Other (see instructions) ▪

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▪ | **Date** ▪

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a) 11—

A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

13

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00851

Title: Agreement: After School Education and Safety Program for Proposition 49 with Sacramento City Unified School District at Sam Brannan Middle School (Adjourned from 10/06/2015)

Location: District 4

Recommendation: Pass a Resolution authorizing the City Manager, or designee, to execute an agreement with the Sacramento City Unified School District for the City to continue to operate the After-School Education and Safety Program on the Sam Brannan Middle School campus during fiscal year 2015/16 for an amount not to exceed $105,000.

Contact: Sylvia Fort, Recreation Manager, (916) 808-8381; Shannon Brown, Operations Manager, (916) 808-6076; Pamela Sloan, Interim Director, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Teen Services

Dept ID: 19001741

Attachments:

1-Description/Analysis

2-SCUSD Agreement

3-Resolution

City Attorney Review

Approved as to Form
Sheryl Patterson
9/30/2015 10:06:14 AM

Approvals/Acknowledgements

Department Director or Designee: Pamela Sloan - 9/28/2015 3:12:25 PM

Description/Analysis

Issue Detail: As a result of voter approval and implementation of Proposition 49, the State of California has approved grants for an After-School Education and Safety program (ASES) for the Sacramento City Unified School District (SCUSD). With the State ASES program funds, SCUSD has requested the Parks and Recreation Department to continue to operate the ASES program at Sam Brannan Middle School for the next fiscal year, at a reimbursement rate not to exceed $105,000. City Council authorization is required for the City Parks and Recreation Department to operate the program in a service provider capacity and because the total contract amount is over $100,000.

The start date for services is set as August 1, 2015 and extends through June 30, 2016. Council is requested to approve the agreement now as SCUSD did not finalize the contract and send it to the City until after the program start date.

Policy Considerations: The provision of City services to the SCUSD is consistent with Parks and Recreation Department's after-school enrichment programs, which are also provided to other school districts in the City.

Economic Impacts: None.

Environmental Considerations: This agreement to provide services is an administrative activity which is exempt from environmental review under Section 15378(b) (5) of the California Environmental Quality Act (CEQA) Guidelines.

Sustainability: This program has been reviewed to ensure its consistency with the goals, policies, and targets of the City's Sustainability Master Plan (SMP).

Commission/Committee Action: None.

Rationale for Recommendation: The ASES program will provide after-school education for approximately 125 youth daily.

Financial Considerations: The availability of Proposition 49 funding allows for continued ASES programming at Sam Brannan Middle School. The District will reimburse the City up to $105,000 for this program in this fiscal year. Most of the costs incurred by the City in the operation of the agreement will be reimbursed by the school district; an in-kind general fund match of $21,000 will be provided through the Teen Services general fund budget.

Local Business Enterprise (LBE): Purchase of supplies and equipment to provide these services will be made in accordance with the City's Local Business Enterprise program requirements.

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services-Expanded Learning

And
CITY OF SACRAMENTO, TEEN SERVICES

The Sacramento City Unified School District ("District") and the CITY OF SACRAMENTO, TEEN SERVICES, PASSAGES PROGRAM ("PASSAGES") collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1st, 2015 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage PASSAGES to develop, maintain and sustain programs that offer support services to Sam Brannan Middle School during the critical after school hours to improve the quality of life for families, and improve academic performance and attendance for the students; and

WHEREAS, District and PASSAGES will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) at Sam Brannan Middle School during the 2015-16 school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality after school care for students, and deter tobacco, alcohol and other drug use.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. PASSAGES shall adhere to Attachment A Scope of Services; Attachment B After School Programs Expectations; and adhere to the SCUSD After School Program Manual (located on SCUSD After School Website);

ii. PASSAGES shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iii. PASSAGES District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored ASP professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target, District shall reimburse PASSAGES for

direct services not to exceed $105,000.00, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program	**School Name**	**Contract Amount**	**Attendance Target (178 days)**
ASES	Sam Brannan	$105,000.00	112
Total		**$105,000.00**	

The final installment shall not be invoiced by PASSAGES or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, PASSAGES shall provide documentation of **$21,000.00 in-kind match to the District.**

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, PASSAGES and each of PASSAGES'S employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, PASSAGES shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than $1,000,000 per occurrence. PASSAGES will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the PASSAGES to the District.

E. Fingerprinting Requirements. PASSAGES **agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code.** If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, PASSAGES agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Period of Agreement. The term of this Agreement shall be from August 1st, 2015, through June 30, 2016. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and

terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

G. Indemnity. PASSAGES agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by PASSAGES and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. has no PASSAGES obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

H. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

I. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

J. Assignment. This Agreement is made by and between PASSAGES and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

K. Entire Agreement. This Agreement constitutes the entire agreement between PASSAGES and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

L. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

M. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

N. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

O. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

DISTRICT:

By: _____ _____

Gerardo Castillo Date
Chief Business Officer
Sacramento City Unified School District

PASSAGES:

By: _____ _____

Authorized Signature Date

Print Name: _____

Title: _____

Sacramento City Unified School District and PASSAGES:
Attachment A

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize PASSAGES in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the PROGRAM MANAGER of PASSAGES to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
7. Help recruit students into the Program and provide the Program access to parents of participating students.
8. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
9. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide after school snack consistent with requirements of USDA.
11. Help coordinate custodial and storage needs of the Program.
12. Meet regularly with the District contact person, PASSAGES site liaison and site administrator to identify program needs, successes, and assistance as needed.
13. Provide and end of year Partnership Report addressing strengths and areas for improvement for further partnership.

PASSAGES shall:

1. Provide a comprehensive after school academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by PASSAGES and adjustments made **to ensure that the program maximizes all funding reimbursements not exceeding available funding.**
3. Work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared out with stakeholders.
4. Provide an End of Year report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **PASSAGES shall maintain at least 85% of targeted attendance for the school site for the entire school year.**
7. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
8. Supply the staff, materials, supervision, and volunteer recruitment for designated school sites
9. Develop special activities or field trips for the sites individually and collectively. PASSAGES shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
10. Attend and provide monthly reports at designated Partnership meetings, Monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERs meetings, as well as other planning meetings as necessary.
11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc., with the prior approval of the District.

15. Provide at least one full time program manager per program that is employed until end of contract 6/30/15 and sufficient staffing to maintain a 20:1 student/staff ratio.
16. Utilize the YDSS Quality Assurance tool, or a Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.
17. Provide annually in-kind support and direct services totaling approximately 20% of total contract and such financial support to be itemized and reported monthly to the District.
18. Meet with the PROGRAM MANAGER and District contact person to identify program needs, successes, and areas for assistance as needed.
19. Act as liaison with parents in supporting the family literacy and family engagement.
20. Other areas as agreed upon by both parties.

School Site shall:

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
4. Help recruit students into the Program and provide the Program access to parents of participating students.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
6. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/or site administrator to identify program needs, successes, and assistance needed.

Sacramento City Unified School District and the PASSAGES
After School Program Expectations
Attachment B

Expectations for SCUSD Before and After School Programs

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

1. Service providers and their staff will adopt and work within the social justice youth development framework as they operate SCUSD before and after school programs.

2. Service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
    - Requirements for Safety
    - Medical Protocol
    - Attendance Requirements
    - District Disciplinary Protocol
    - Field Trip Requirements etc.

3. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
    - Adequate supervision
    - 20 to 1 students/staff ratio
    - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
    - Clear program rules and expectations

4. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
    - Checking and answering emails and phone messages regularly
    - Issues/concerns will be communicated in a timely manner
    - Regular and clear communication with parents via newsletters, phone calls, emails etc.
    - Checking ASP website regularly

5. Program staff will conduct themselves in a professional manner at all times by being:
    - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
    - Prepared and ready at least 1 hour prior to start of programming.
    - Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.

6. In order to support academic achievement, service providers/staff should:
    - Have general knowledge of the academic standing of the students in their program.
    - Align after school programs to the regular school day

- **Each after school program site will have their own program plan based on the needs of their students.**
- Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee.
- Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.
- A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
- Review the School Accountability Report Card for your school site. This information is posted on http://sacramentocity.schoolwisepress.com/home/

7. Provider agency and their staff will incorporate youth development principles in their programming. This may include
   - Creating opportunities for youth-led activities and service learning
   - Involving youth in the decision-making process when appropriate
   - Encouraging youth civic engagement
   - Incorporating character education

8. 21st CCLC- After School programs must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with YDSS to deliver literacy and educational development services.

9. Area representatives will evaluate afterschool programming based on student participation, adherence to the above mentioned guidelines and based on the analysis of the various assessment tools.

RESOLUTION NO. 2015-

Adopted by the Sacramento City Council

APPROVING AGREEMENT FOR THE AFTER-SCHOOL EDUCATION AND SAFETY PROGRAM AT SAM BRANNAN MIDDLE SCHOOL

BACKGROUND

A. The Department of Parks and Recreation has operated After School Education and Safety (ASES) programs at middle schools since 1999. Funding for the ASES program comes from school districts that receive grants for the State of California's Department of Education.

B. As a result of the passage of Proposition 49, the State has approved additional grant funding for ASES programs. School districts may provide ASES programs directly or contract with other providers to deliver services on their behalf.

C. The Sacramento City Unified School District (SCUSD) has requested that the City continue to operate the ASES program at Sam Brannan middle school in fiscal year 2016.

D. The general fund will contribute $21,000 towards costs incurred by the City in the operation of the ASES program and the City will be reimbursed for $105,000 by SCUSD.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The agreement with SCUSD for the City to operate the After-School Education and Safety Program at Sam Brannon middle school during fiscal year 2015/16 and to receive reimbursement of up to $105,000 is hereby approved. The City Manager, or designee, is authorized to execute the Agreement.

Section 2. The City Manager or designee is authorized to establish a grant project and to adjust the necessary revenue and expenditure budgets for the reimbursement of up to $105,000 in fiscal year 2016.

Table of Contents:

Exhibit A – Agreement for Youth Development Support Services-Expanded Learning

14

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00760

Title: Appropriation and Transfer of Funds and Execution of Agreements with Sacramento Transportation Authority (Adjourned from 10/06/2015)

Location: Citywide

Recommendation: Pass a Resolution: 1) appropriating $19,823,000 (Fund 2023) to the Sacramento Intermodal Transportation Facility Project (T15029000); 2) establishing a new Capital Improvement Project (CIP) for the Richards Blvd/I-5 Interchange Project; 3) appropriating $1,500,000 (Fund 2023) to the Richards Blvd /I-5 Interchange Project (T15165100); 4) transferring $4,500,000 (Fund 2001) from the Sacramento Intermodal Transportation Facility Project (T15029000) to the State and Federal Grant Match Project (T15007200); 5) authorizing the City Manager to execute the Memorandum of Understanding with the Sacramento Transportation Authority (STA) for the FY2015/16 New Measure A Ongoing Annual Programs; 6) authorizing the City Manager to execute two Capital Project and Expenditure Contracts with STA; 7) appropriating $26,402 (Fund 2001) in FY2014/15 Measure A Construction interest allocation to the State and Federal Grant Match Project (T15007200); and 8) directing staff to submit the FY2014/15 Measure A Construction interest allocation funding plan to STA.

Contact: Lucinda Willcox, Program Manager, 808-5052; Nicholas Theocharides, Engineering Services Manager, 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Engineering Services Admin

Dept ID: 15001111

Attachments:

1-Description/Analysis
2-Background
3-Resolution
4-Exhibit A (Location Map)
5-Exhibit B (Location Map I-5 Richards Blvd)
6-Exhibit C (Contract Cosumnes River)
7-Exhibit D (Richards Blvd)
8-Exhibit E (Signed MOU)

City Attorney Review

Approved as to Form
Gerald Hicks
9/30/2015 10:45:03 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 9/16/2015 1:43:49 PM

Description/Analysis

Issue: The City is required to enter into various agreements with the Sacramento Transportation Authority (STA) for the expenditure of the Measure A funds (City's share of countywide ½ cent transportation sales tax). This report includes the annual Memorandum of Understanding (MOU) to receive ongoing program funds as well as Capital Allocation and Expenditure Agreements that govern the larger capital projects specifically identified in the voter-approved measure. On August 27, 2015, the STA Board approved the MOU and two capital contracts. These require appropriation of new allocation of funds to capital projects. The City also needs to appropriate the interest allocation for Measure A in order to be able to expend it.

Policy Considerations: The action requested herein is consistent with the City's General Plan goals to expand economic development throughout the City and achieve sustainability and livability.

Economic Impacts: The impacts of funding on transportation projects will be analyzed as projects funded with Measure A come forward for construction.

Environmental Considerations:

California Environmental Quality Act (CEQA): Appropriation of funds and execution of agreements are not subject to the provisions of the California Environmental Quality Act (CEQA) under the general rule (Section 15061 (b) (34)) that CEQA applies only to projects that have the potential for causing a significant effect on the environment. All individual projects funded with Measure A undergo individual environmental review.

Sustainability Considerations: Expenditure of Measure A funds supports numerous programs that support sustainability, including bicycle, pedestrian, and infill development programs.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: Appropriation of funds allows the City to continue with major transportation projects; approval of the agreements with STA is required so the City can continue to expend New Measure A funds received in FY2015/16.

Financial Considerations: The MOU for ongoing programs authorizes the City to receive and expend Measure A program funds (Funds 2025 and 2026). These funds have already been budgeted in connection with annual budget and capital improvement program adoption.

The Measure A Capital Expenditure Plan includes funding for three City projects. One contract extends the time frame for reimbursements of expenditures through June 30, 2016 for funds already budgeted in two projects: Cosumnes River Boulevard Interchange and Extension and Sacramento Intermodal Transportation Facility. A second contract provides the next round of Measure A Project funding through June 30, 2018. This includes appropriation of $19,823,000 (Fund 2023) to the Sacramento Intermodal Transportation Facility (T15029000) and appropriation of $1,500,000 (Fund 2023) to the Richards/I-5 Interchange Project (T15165100), consistent with the five-year expenditure plans adopted by STA. With the appropriation of the funds to the Sacramento Intermodal Transportation Facility (T15029000), this allows the return of $4.5 million (Fund 2001) that was transferred into the project as a bridge loan to guarantee the contract for the Sacramento Valley Depot project. This funding is unobligated and therefore $4,500,000 (Fund 2001) can be transferred to the State-Federal Grant Match Project (T15007200).

The Measure A Construction (Fund 2001) interest allocation of $26,402 will be appropriated to the State-Federal Grant Match Project (T15007200).

Local Business Enterprise (LBE): Not applicable.

Background

This report includes three agreements with STA, that were approved by the STA Board at its August 27, 2015, meeting.

Memorandum of Understanding for Ongoing Projects: This is an annual agreement regarding eligible uses of funds for the three ongoing programs: Maintenance, Bike/Ped, and Safety. This funding is already budgeted based on the FY15-16 adopted budget and Capital Improvement Program. Funding is transmitted to the City monthly based on its share of sales tax receipts.

Contracts for Capital Projects: There are two Capital and Expenditure Contracts. The Capital Project and Expenditure Contract for the Downtown Intermodal Station and Cosumnes River Boulevard Interchange and Extension Project will extend the time frame of the agreement to allow reimbursement of project expenditures through June 30, 2016.

The second Capital Project and Expenditure Contract is for the next allocation of funding for the Downtown Intermodal Station and first allocation of funding for the Richards Blvd / I-5 Interchange.

On October 21, 2014, the City Council approved the Change Order to allow construction to commence on the Sacramento Valley Depot contract. In order to ensure adequate funding to guarantee the contract, the City temporarily transferred $4.5 million (Fund 2001) in Original Measure A funding to the project as a bridge loan while awaiting STA's next allocation of New Measure A Project Funds (Resolution 2014-0346). The new contract with STA provides the next $19,823,000 in funding through 2018, consistent with the STA expenditure plan. This allows the $4.5 million (Fund 2001) to be returned to the State-Federal Grant Match Project (T15007200), where it will be used as local match for federally-funded projects.

The new contract with STA also includes the Richards Blvd/I-5 interchange. This project is required to serve future development in the downtown, Railyards, and River District. The environmental review and coordination for this project will take two to three years, so staff is recommending that activities commence now so that lack of progress on this improvement won't hold up development in these areas. The City also applied for federal funding project assistance for this project as part of the Sacramento Area Council of Governments (SACOG)'s recent grant applications.

RESOLUTION NO.

Adopted by the Sacramento City Council

APPROPRIATING FUNDS TO THE SACRAMENTO INTERMODAL TRANSPORTATION FACILITY AND RICHARDS BOULEVARD/I-5 INTERCHANGE PROJECT, APPROPRIATING AND TRANSFERRING FUNDS TO THE STATE-FEDERAL GRANT MATCH PROJECT, AND AUTHORIZING EXECUTION OF VARIOUS FUNDING AGREEMENTS WITH THE SACRAMENTO TRANSPORTATION AUTHORITY

BACKGROUND

A. On August 27, 2015, the Sacramento Transportation Authority (STA) Board approved three agreements with the City of Sacramento and authorized the STA Executive Director to sign the following agreements: a Memorandum of Understanding (MOU) for Measure A Ongoing Programs; and two Capital Project Allocation and Expenditure Contracts.

B. The City is required annually to enter into an MOU with STA in order to receive and expend New Measure A - Construction (Fund 2025) and New Measure A - Maintenance (Fund 2026) funds. This revenue is budgeted in the FY15/16 Operating Budget and Capital Improvement Program.

C. The Capital Project and Expenditure Contract for the Downtown Intermodal Station and Cosumnes River Boulevard Interchange and Extension Project will extend the time frame of the agreement to allow reimbursement of project expenditures through June 30, 2016.

D. The Capital Project and Expenditure Contract for the Downtown Intermodal Station and Cosumnes River Boulevard Interchange and Extension Project will extend the time frame of the agreement to allow reimbursement of project expenditures through June 30, 2016.

E. The Capital Project and Expenditure Contract for the Downtown Intermodal Station and Richards Blvd / I-5 Interchange will allow the City to appropriate funds and incur project expenses.

F. On October 21, 2014, (Resolution 2014-0346), with the approval of the Change Order to allow construction to commence on the Sacramento Valley Depot project, the City Council approved a transfer of $4.5 million (Fund 2001) in Original Measure A funding to the project as a bridge loan to guarantee the contract while awaiting STA's next allocation of New Measure A Funds. The new contract allows the $4.5 million (Fund 2001) to be returned to the State-Federal Grant Match Project (T15007200), where it will be used as local match for federally-funded projects.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to execute the FY2015/16 Memorandum of Understanding for New Measure A On-Going Annual Programs.

Section 2: The City Manager is authorized to execute amendments to the Capital Project and Expenditure Plan for Downtown Intermodal Station and Cosumnes River Boulevard Interchange and Extension

Section 3: The City Manager is authorized to execute a new Capital Project and Expenditure Contract for the Downtown Intermodal Station and Richards Boulevard/I-5 Interchange.

Section 4. The Richards Boulevard/I-5 Interchange Project (T15165100) is established as a new Capital Improvement Project.

Section 5: The FY 15/16 Capital Improvement Program is amended to appropriate $19,823,000 (Fund 2023) to the Sacramento Intermodal Transportation Facility Project (T15029000).

Section 6: The FY 15/16 Capital Improvement Program is amended to appropriate $1,500,000 (Fund 2023) to the Richards/I-5 Interchange Project (T15165100).

Section 7: The FY 15/16 Capital Improvement Program is amended to transfer $4,500,000 (Fund 2001) from the Sacramento Intermodal Transportation Facility Project (T15029000) to the State-Federal Grant Match Project (T15007200).

Section 8: The FY 15/16 Capital Improvement Program is amended to appropriate $26,402 (Fund 2001) in Fund interest allocation to the State-Federal Grant Match Project (T15007200).

Section 9: City staff is directed to submit the FY2014/15 Measure A Construction interest allocation funding plan to the STA.

Section 10. Exhibits A, B, C, D, and E are incorporated into and made part of this Resolution.

Table of Contents:

Exhibit A - Memorandum of Understanding

Exhibit B – Capital Project and Expenditure Contract

Exhibit C – Capital Project and Expenditure Contract
Exhibit D – Location Map, Downtown Intermodal Facility
Exhibit E – Location Map for Richards/I-5 Interchange Project

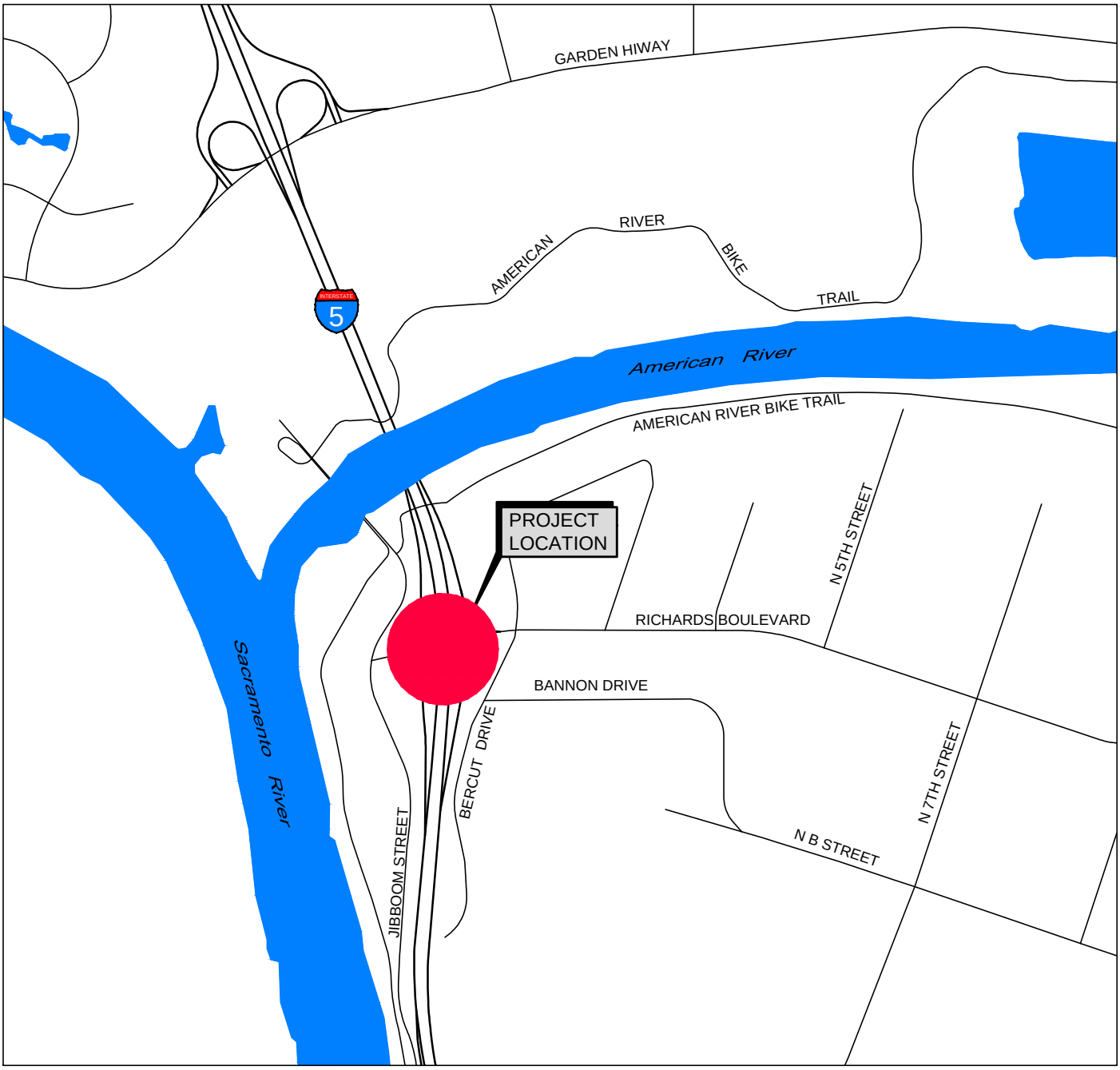
EXHIBIT A

Location Map for
SACRAMENTO INTERMODAL TRANSPORTATION FACILITY (SITF)
(T15029000)

EXHIBIT B

Location Map For:

RICHARDS I-5
ULTIMATE INTERCHANGE



City of SACRAMENTO
Department of Public Works

Date: May 27, 2015

SACRAMENTO TRANSPORTATION AUTHORITY
NEW MEASURE A
CAPITAL PROJECT ALLOCATION AND EXPENDITURE CONTRACT

DOWNTOWN INTERMODAL STATION
COSUMNES RIVER BLVD EXTENSION W/ I-5 INTERCHANGE

This Contract made as of August 23, 2012 and previously amended effective August 22, 2013 by and between the ***Sacramento Transportation Authority***, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority," and the ***City of Sacramento***, hereinafter called "Entity," is amended effective August 27, 2015.

THE PARTIES AGREE AS FOLLOWS:

1. Purpose. The purpose of this Contract is to

   a. Provide for the transfer by the Authority to Entity of sales tax revenue and/or transportation mitigation fee revenue, including both current revenues and proceeds of Authority financings (i.e. proceeds from tax-exempt bonds, hereinafter called "Bonds") for the Capital Projects described in Section 2.

   b. Set forth Entity's obligations with respect to the receipt and expenditure thereof.

2. Description of Capital Project. The Capital Projects funded by this Contract is:

   Right-of-way acquisition, project design, environmental clearance, and construction to ***relocate the inter-city rail tracks, construct new passenger platforms, and restore the historic train station at 5th & I Streets in downtown Sacramento into an intermodal passenger transfer facility***, and to integrate the facility with planned adjacent development.

   Right-of-way acquisition and construction of an ***extension of Cosumnes River Boulevard*** from its current terminus at Franklin Boulevard west over Morrison Creek, the UPRR mainline, and Interstate 5 to Freeport Boulevard. The project includes a ***new interchange at Interstate 5.***

3. Definitions. Unless the context otherwise requires, as used in this Contract, the following terms shall have the following meanings:

   a. "Act" means the Local Transportation Authority and Improvement Act set forth in the provisions of the Public Utilities Code commencing with Section 180000.

   b. "Board" means the Governing Board of the Sacramento Transportation Authority"

c. "Measure A" or "New Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01.

4. Amount of Allocation and Period of Expenditure. The Board has previously allocated the maximum sum of $29,964,000 for expenditure on the Capital Projects, of which $17,337,660 remains unspent. This remaining sum is available for expenditure until June 30, 2016. No additional funds will be provided under this contract.

5. Compliance. The use and expenditure of sales tax revenue and transportation mitigation fee revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this Contract, and all other applicable contractual and legal requirements.

6. Tax Compliance. The Authority specifically advises the Entity that portions of the Capital Project may be financed with proceeds of Bonds issued by the Authority. These Bonds are obligations for which the interest paid to investors is excluded from gross income for federal tax purposes. Under federal tax rules, a number of requirements and restrictions must be met in order for interest on the Bonds to be treated as tax-exempt, including restrictions on the use of Bond-financed property and the investment of Bond proceeds. Such requirements and restrictions continue for the life of the Bonds. In order to ensure such compliance, the Entity hereby agrees to abide by the additional requirements as set forth in Section 7(d) below.

7. Entity Certifications.

a. Maintenance of Effort. Entity certifies that it is currently in compliance with, and will remain in compliance throughout the term of this Contract with, the maintenance of effort requirements set forth in the Ordinance:

i. Entity shall not reduce the amount of its non-federal, non-state, non-Measure A transportation expenditure while receiving sales tax revenue.

ii. Entity shall continue to impose its non-SCTMFP transportation mitigation fees at rates that are not less than the non-SCTMFP transportation mitigation fees imposed by Entity during Fiscal Year 2008-09 unless supported by an engineering-based fee study approved by the City Council.

b. Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP). Entity certifies that it is implementing the SCTMFP in accordance with STA Resolution STA-06-0006 and related guidelines adopted by the Board.

c. Routine Accommodations of Bicycles and Pedestrians. Entity certifies that the Capital Projects' design provides for routine accommodation of bicycles and pedestrians.

d. Tax Certifications. Entity agrees that the Capital Project is properly described in Section 2 above, and Entity expects to own all components of the Capital Project for the entire useful lives of such assets. For the same duration, Entity does not expect that any component of the Capital Project will be used by any party other than the general public or by state or local government (including use by operation, management, lease, or any preferential right). Entity shall notify authority in the event of any change to such expectations, and agrees to consult and coordinate in good faith with Authority to preserve the tax-exempt status of any affected Bonds.

8. Disbursement of Revenues.

a. Disbursements of revenue pursuant to this Contract shall be made on a reimbursement basis. If Entity demonstrates a need for advance payments, the STA Executive Director may advance up to 10% of the total allocation after Entity commences work and begins incurring project expenses.

b. Claims for payment shall be submitted no more often than monthly.

c. All claims shall be approved by Entity's Project Manager prior to submission to Authority.

9. Reporting.

d. Entity shall submit quarterly status reports in approved STA format. Information in the status report shall include:
- Total anticipated project cost
- Amount funded to date
- Expenditures by quarter
- Project status

e. Quarterly status reports will be due to the Accounting Manager 30 days after the end of each calendar quarter.

10. Audits.

f. STA staff will review progress payment claims on a selected basis.

g. Annual audits of the STA, as a whole, will be performed by an independent auditor and reviewed by the Independent Taxpayer Oversight Committee (ITOC). As part of that audit, Entity expenditures will also be audited.

h. Claims found to have inadequate supporting documentation may be denied by the STA Executive Director. Funds spent for any expenditures found to be in noncompliance with this Contract may be withheld from future payments. The Board shall reallocate any funds so withheld for other Measure A capital projects.

11. Cost Variations. In the event the actual Measure A cost of the Capital Project is less than the allocation, the excess funds shall be returned to the Authority for reallocation in accordance with the Ordinance. First preference for reallocation shall be other Measure A capital projects being managed by Entity.

12. Designation of Project Manager. Entity shall designate a Project Manager who shall be the responsible representative of Entity to Authority staff in connection with administration of this Contract.

13. Signs. Entity shall post reflective signs at the Capital Project site while open for public use stating that the project is funded with Measure A funds. The signs shall be substantially similar to the sample depicted in Attachment A.

14. Indemnity and Hold Harmless. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this Contract by Entity whether or not caused in part by passive negligence of a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by Authority.

The parties promise and agree to abide by the terms of this Contract as set forth above.

SACRAMENTO TRANSPORTATION AUTHORITY

By _____

Date: SEP 01 2015

APPROVED AS TO FORM:

_____
CITY ATTORNEY

CITY OF SACRAMENTO

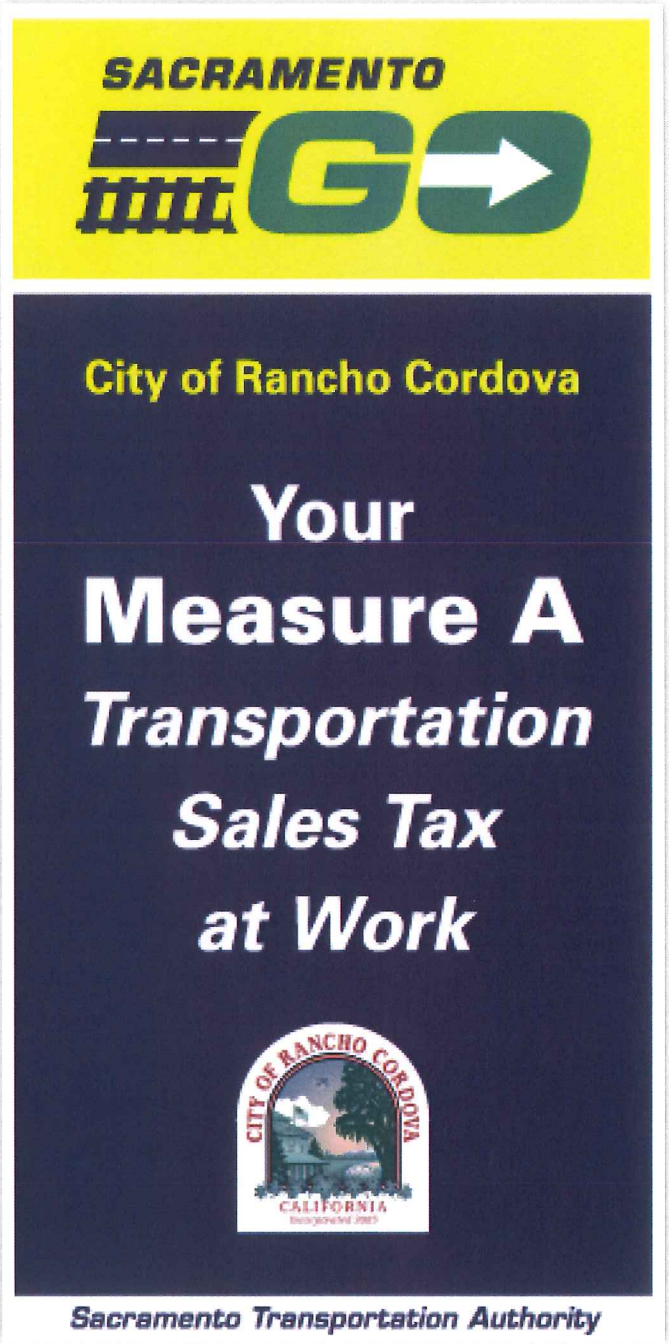
By: _____

JERRY WAY, Director of Public Works
FOR
JOHN SHIREY, City Manager

_____
(Officer's Title)

ATTACHMENT A
Project Signage

ATTACHMENT A
Project Signage



SACRAMENTO TRANSPORTATION AUTHORITY
NEW MEASURE A
CAPITAL PROJECT ALLOCATION AND EXPENDITURE CONTRACT

DOWNTOWN INTERMODAL STATION (II/III)
RICHARDS BLVD / I-5 INTERCHANGE

This Contract is made as of August 27, 2015 by and between the ***Sacramento Transportation Authority***, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority," and the ***City of Sacramento***, hereinafter called "Entity."

THE PARTIES AGREE AS FOLLOWS:

1. Purpose. The purpose of this Contract is to

   a. Provide for the transfer by the Authority to Entity of sales tax revenue and/or transportation mitigation fee revenue, including both current revenues and proceeds of Authority financings (i.e. proceeds from tax-exempt bonds, hereinafter called "Bonds") for the Capital Projects described in Section 2.

   b. Set forth Entity's obligations with respect to the receipt and expenditure thereof.

2. Description of Capital Project. The Capital Projects funded by this Contract are:

   Project design, environmental clearance, and construction to ***restore the historic train station at 5th & I Streets in downtown Sacramento; construct a modern intermodal passenger transfer facility;*** and integrate the facility with planned adjacent development.

   Project approval, environmental documentation, and preliminary engineering to analyze project concepts and select a preferred alternative ***to re-construct the Richards Boulevard interchange at Interstate 5***. The project will address the circulation, operational and safety improvements needed to address planned local and regional development.

3. Definitions. Unless the context otherwise requires, as used in this Contract, the following terms shall have the following meanings:

   a. "Act" means the Local Transportation Authority and Improvement Act set forth in the provisions of the Public Utilities Code commencing with Section 180000.

   b. "Board" means the Governing Board of the Sacramento Transportation Authority"

   c. "Measure A" or "New Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01.

4. Amount of Allocation and Period of Expenditure. The Board has allocated to Entity the maximum sum of $21,323,000 for expenditure on the Capital Projects during FYs 2016, 2017, and 2018. Said sum shall be expended by Entity prior to June 30, 2018. No additional funds will be provided under this contract.

5. Compliance. The use and expenditure of sales tax revenue and transportation mitigation fee revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this Contract, and all other applicable contractual and legal requirements.

6. Tax Compliance. The Authority specifically advises the Entity that portions of the Capital Project may be financed with proceeds of Bonds issued by the Authority. These Bonds are obligations for which the interest paid to investors is excluded from gross income for federal tax purposes. Under federal tax rules, a number of requirements and restrictions must be met in order for interest on the Bonds to be treated as tax-exempt, including restrictions on the use of Bond-financed property and the investment of Bond proceeds. Such requirements and restrictions continue for the life of the Bonds. In order to ensure such compliance, the Entity hereby agrees to abide by the additional requirements as set forth in Section 7(d) below.

7. Entity Certifications

   a. Maintenance of Effort. Entity certifies that it is currently in compliance with, and will remain in compliance throughout the term of this Contract with, the maintenance of effort requirements set forth in the Ordinance:

      i. Entity shall not reduce the amount of its non-federal, non-state, non-Measure A transportation expenditure while receiving sales tax revenue.

      ii. Entity shall continue to impose its non-SCTMFP transportation mitigation fees at rates that are not less than the non-SCTMFP transportation mitigation fees imposed by Entity during Fiscal Year 2008-09 unless supported by an engineering-based fee study approved by the City Council.

   b. Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP). Entity certifies that it is implementing the SCTMFP in accordance with STA Resolution STA-06-0006 and related guidelines adopted by the Board.

   c. Routine Accommodations of Bicycles and Pedestrians. Entity certifies that the Capital Projects' design provides for routine accommodation of bicycles and pedestrians.

   d. Tax Certifications. Entity agrees that the Capital Project is properly described in Section 2 above, and Entity expects to own all components of the Capital Project for the entire useful lives of such assets. For the same duration, Entity does not expect that any component of the Capital Project will be used by any party other than the general public or by state or local government (including use by operation, management, lease, or any preferential right). Entity shall notify

authority in the event of any change to such expectations, and agrees to consult and coordinate in good faith with Authority to preserve the tax-exempt status of any affected Bonds.

8. Disbursement of Revenues.

   a. Disbursements of revenue pursuant to this Contract shall be made on a reimbursement basis. If Entity demonstrates a need for advance payments, the STA Executive Director may advance up to 10% of the total allocation after Entity commences work and begins incurring project expenses.

   b. Claims for payment shall be submitted no more often than monthly.

   c. All claims shall be approved by Entity's Project Manager prior to submission to Authority.

9. Reporting.

   d. Entity shall submit quarterly status reports in approved STA format. Information in the status report shall include:
      - Total anticipated project cost
      - Amount funded to date
      - Expenditures by quarter
      - Project status

   e. Quarterly status reports will be due to the Accounting Manager 30 days after the end of each calendar quarter.

10. Audits.

   f. STA staff will review progress payment claims on a selected basis.

   g. Annual audits of the STA, as a whole, will be performed by an independent auditor and reviewed by the Independent Taxpayer Oversight Committee (ITOC). As part of that audit, Entity expenditures will also be audited.

   h. Claims found to have inadequate supporting documentation may be denied by the STA Executive Director. Funds spent for any expenditures found to be in noncompliance with this Contract may be withheld from future payments. The Board shall reallocate any funds so withheld for other Measure A capital projects.

11. Cost Variations. In the event the actual Measure A cost of the Capital Project is less than the allocation, the excess funds shall be returned to the Authority for reallocation in accordance with the Ordinance. First preference for reallocation shall be other Measure A capital projects being managed by Entity.

12. Designation of Project Manager. Entity shall designate a Project Manager who shall be the responsible representative of Entity to Authority staff in connection with administration of this Contract.

13. Signs. Entity shall post reflective signs at the Capital Project site while open for public use stating that the project is funded with Measure A funds. The signs shall be substantially similar to the sample depicted in Attachment A.

14. Indemnity and Hold Harmless. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this Contract by Entity whether or not caused in part by passive negligence of a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by Authority.

The parties promise and agree to abide by the terms of this Contract as set forth above.

SACRAMENTO TRANSPORTATION AUTHORITY

By _____

Date: SEP 01 2015

CITY OF SACRAMENTO

By: _____

JERRY WAY, Director of Public Works
FOR
JOHN SHIREY, City Manager

_____
(Officer's Title)

APPROVED AS TO FORM:

_____
CITY ATTORNEY

ATTACHMENT A
Project Signage

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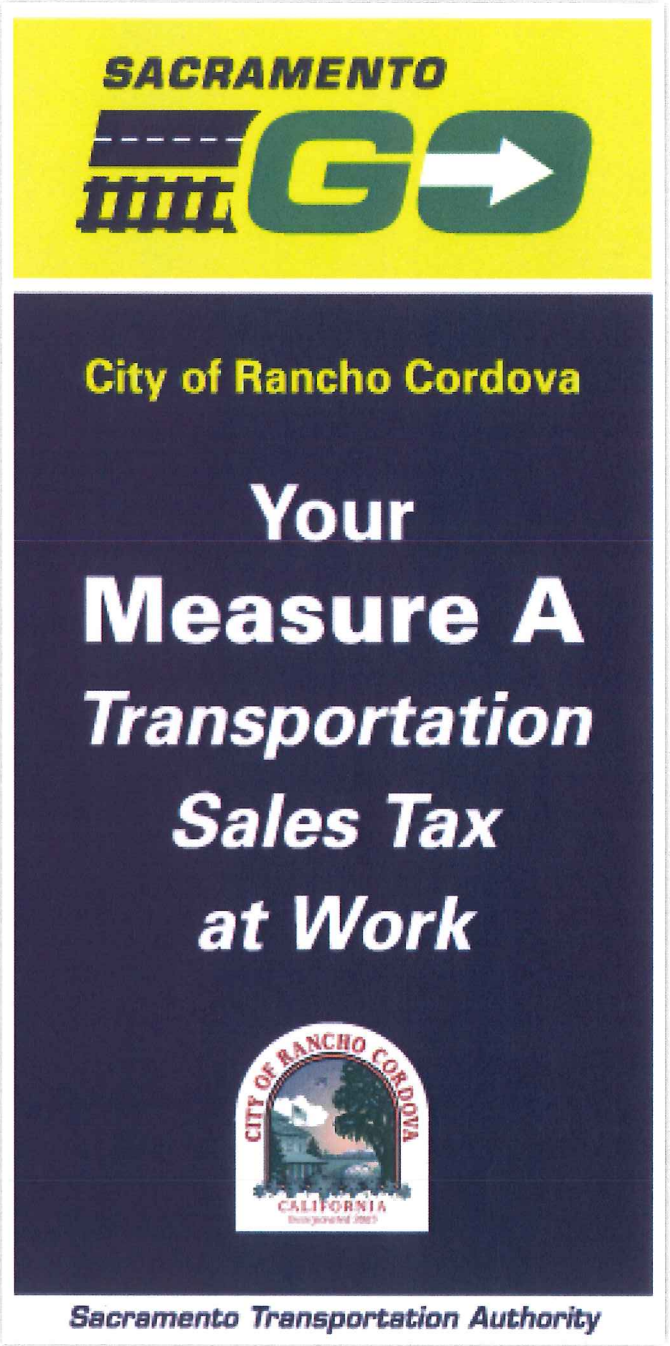

SACRAMENTO TRANSPORTATION AUTHORITY
MEMORANDUM OF UNDERSTANDING

MEASURE A
ON-GOING ANNUAL PROGRAMS

This Memorandum of Understanding is made as of August 27, 2015 by and between the ***Sacramento Transportation Authority***, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority", and the ***City of Sacramento***, hereinafter called "Entity."

THE PARTIES AGREE AS FOLLOWS:

1. Purpose. The purpose of this Memorandum of Understanding (MOU) is to provide for the allocation by the Authority of sales tax revenue for On-going Annual Programs and the expenditure thereof by Entity.

2. Definitions. Unless the context otherwise requires, as used in this MOU, the following terms shall have the following meanings:

   a. "Act" means the Local Transportation Authority and Improvement Act set forth in the provisions of the Public Utilities Code commencing with Section 180000.

   b. "Board" means the Governing Board of the Sacramento Transportation Authority.

   c. "On-going Annual Programs" means the following programs established by New Measure A as defined in Attachment B to this MOU:
      - City Street and County Road Maintenance
      - Traffic Control and Safety Program
      - Safety, Streetscaping, Pedestrian and Bicycle Facilities

   d. "Distribution Factor" means the percentage of Formula-Based program revenue to be allocated to Entity, set by the Board on an annual basis based on the Ordinance requirement that funding to the County and cities for On-going Annual Programs be distributed based 75% on relative population and 25% on total maintained street/road mileage.

   e. "Measure A" or "New Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01.

3. Revenue Allocations. The amount of revenue allocated to Entity for each of the On-going Annual Programs shall be determined annually by the Board based on gross Measure A revenue projections, requirements of the Ordinance, and, where applicable, the Distribution Factor. Gross Measure A revenues for FY 2015-16 are estimated to be **$110,728,905**.

   In the event that STA subsequently concludes that total revenues for On-going Annual Programs in any fiscal year are likely to be less than originally estimated, STA shall give notice to Entity of the expected change. Entity will be required to adjust its annual expenditures for On-going Annual Programs accordingly.

4. Disbursements. Allocations for On-going Annual Programs shall be disbursed as funds are received from the State Board of Equalization (currently monthly).

5. Entity Obligations.

   a. Allocations for each On-going Annual Program shall be expended by Entity only for purposes that are consistent with the Definitions of Eligible Expenditures set forth in Attachment B.

   b. Entity shall keep a separate account for each On-going Annual Program. Interest earned on unexpended funds in each account shall be retained in the account and expended only on qualified expenditures for that Program.

   c. The use and expenditure of Measure A sales tax revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this MOU, and all other applicable contractual and legal requirements.

   d. Entity shall file a pavement and bridge maintenance system report on a biennial basis with the Authority regarding progress in maintaining local streets and roads.

   e. Entity shall file with the Authority an annually updated five-year program for use of the funds.

6. Entity Certifications

   a. Maintenance of Effort. Entity certifies that it is currently in compliance, and will remain in compliance throughout the term of this Contract, with the maintenance of effort requirements set forth in the Ordinance:

      i. Entity shall continue to make local (non-federal, non-state, non-Measure A) transportation expenditures consistent with baseline performance standards adopted by the STA Governing Board.

ii. Entity shall continue to impose its local (non-SCTMFP) transportation mitigation fees at rates that are not less than the local transportation mitigation fees imposed by Entity during Fiscal Year 2008-2009 unless supported by a Fee Study adopted by the City Council.

b. Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP). Entity certifies that it is implementing the SCTMFP in accordance with STA Resolution STA-06-0006 and the SCTMFP Agreement on Operating Protocols.

7. Reporting. Within 30 days after each calendar quarter, Entity shall submit quarterly status reports in approved STA format for each On-going Annual Program for which Entity receives funding. Reports shall include:

- Amount of funds received
- Amount of funds expended
- Specific listing of expenditures made, including type of expenditure, quantity of work accomplished, and location of work accomplished, if applicable

8. Audits. Annual audits of the Measure A program will be performed by an independent auditor and reviewed by the Independent Taxpayer Oversight Committee (ITOC). As part of that audit, Entity expenditures will also be audited. Expenditures found to be in noncompliance with this MOU shall be disqualified and may be withheld from future payments.

9. Designation of Measure A Manager. Entity shall designate a Measure A program manager who shall be the responsible representative of Entity to Authority staff in connection with administration of this MOU.

10. Signs. When a *capital* project is completed and open for public use, Entity shall post reflective signage stating that the project is funded with Measure A funds. The signs shall be substantially similar to that depicted in Attachment A.

11. Indemnity and Hold Harmless. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this MOU by Entity whether or not caused in part by passive negligence of a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by Authority.

The parties promise and agree to abide by the terms of this Memorandum of Understanding as set forth above.

SACRAMENTO TRANSPORTATION AUTHORITY

By _____

Dated: August 27, 2015

CITY OF SACRAMENTO

By: _____

JERRY WAY, Director of Public Works
FOR
JOHN SHIREY, City Manager

Attachment A: Public informational sign template
Attachment B: Definitions of Eligible Expenditures

APPROVED AS TO FORM:

CITY ATTORNEY

ATTACHMENT A
Project Signage

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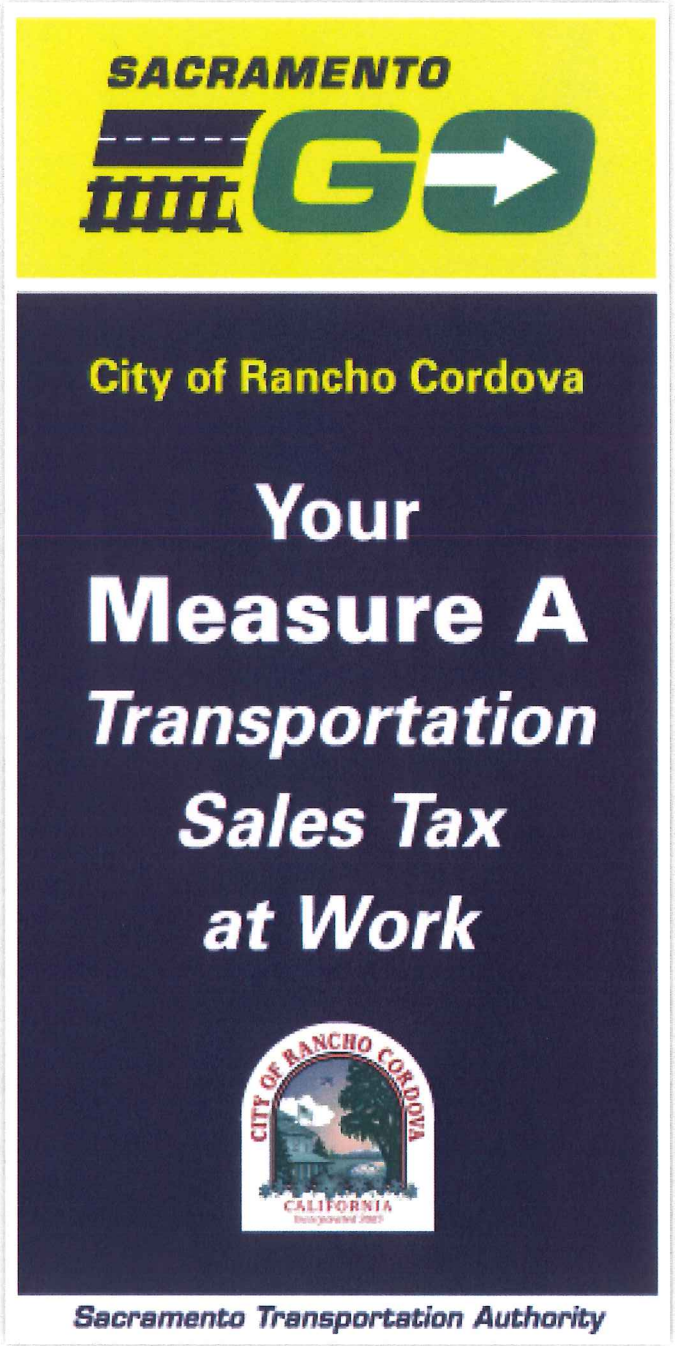
Project Signage



ATTACHMENT B

Measure A Expenditure Categories
DEFINITIONS OF ELIGIBLE EXPENDITURES

Adopted March 8, 2007
Reconfirmed February 26, 2015

City Street and County Road Maintenance Program

The preservation and keeping of public street and road rights-of-way and each type of structure, safety device, planting, illumination equipment and associated facilities in the safe and useable condition to which it has been constructed or improved. Upgrades to appurtenances such as bicycle lanes, curbs, gutters, and sidewalks to currently accepted community standards may be performed in association with the repair of public streets and roads.

Includes roadway reconstruction, patching, repairing, surface treating, joint filling, scarifying, reshaping, and restoring material losses; cleaning, painting, and repairing bridges and structures (including those reserved for the exclusive use of non-motorized transportation); pavement sweeping; repainting of pavements, striping, and markings to equivalent standards; patching operations including base restoration; applying dust palliatives; jacking concrete pavements; resealing street or road shoulders and side street and road approaches; reshaping of drainage channels and side slopes; restoration of erosion controls; cleaning culverts and drains; removing slides and restoring facilities damaged by slides; routine landscape maintenance; replacing top soil, sod, plantings, and irrigation facilities on street and roadside; repairing curb, gutter, sidewalk, rip-rap, culverts, and drains; repainting, repairing, and servicing of signs, guardrails, traffic signals, lighting standards, and associated traffic control and safety devices; furnishing power for street and road lighting and traffic control devices.

Associated Measure A revenues are distributed annually to the County and to the Cities of Citrus Heights, Elk Grove, Folsom, Rancho Cordova, and Sacramento: 75% according to relative population and 25% according to relative street and road mileage within each jurisdiction. The data source for relative population is the annual population estimates for cities and counties published by the California Dept. of Finance. Relative street and road mileage is determined by the cumulative number of lanes miles on the city or County street/road system as reported annually by each affected local entity.

Local Arterial Program

The construction, improvement and/or upgrading of specified arterial streets and roads into multi-modal transportation corridors consistent with contemporary urban design standards to facilitate the safe and efficient movement of high volumes of local and sub-regional motor vehicle, bicycle, and pedestrian traffic.

Includes environmental review and mitigation, engineering, design, inspection, and construction; acquisition of rights-of-way or other property interests; installation, improvement, or upgrades to associated traffic signs and traffic signals, medians, landscaping, incidental drainage, bicycle lanes or pathways, curbs, gutters, and sidewalks; labor, paving, materials and supplies for the construction of specified arterials (including new structures) and for the addition of lanes to or other expansion, upgrading, reconstruction, and implementation of operational improvements of specified arterial streets and roads.

Traffic Control & Safety Program
The installation or implementation of physical features and operational programs to improve the operation and safety of the local street and road network for motor vehicles, bicycles, pedestrians, and persons with disabilities. Such improvements may involve an expansion of vehicle capacity at intersections.

Includes assessment and evaluation of operational deficiencies, needs, and opportunities; environmental review and mitigation, engineering, design, and inspection; acquisition of rights-of-way or other property interests; improved traffic signage, traffic signals, pavement markings, and incidental drainage; implementation, upgrade, expansion, and operation of an integrated traffic signal and control system; traffic channelization; Transportation Systems Management (TSM) including planning, design, implementation, outreach, and evaluation measures to promote efficient and effective use of the transportation system by all users regardless of travel mode.

Associated Measure A revenues are distributed annually to the County and to the Cities of Citrus Heights, Elk Grove, Folsom, Rancho Cordova, and Sacramento: 75% according to relative population and 25% according to relative street and road mileage within each jurisdiction.

Transit Operations, Maintenance, & Safety
The operation and maintenance of the existing Sacramento Regional Transit District (District) bus, shuttle, and light rail system and new transit capital specified in the Expenditure Plan as authorized to be conducted by Chapter 5 (commencing with Section 102200) of Part 14, Division 10 of the California Public Utilities Code.

Includes routine maintenance of bus, shuttle, and rail vehicles; purchase of associated parts, equipment, materials, and fuel; labor to maintain and operate the transit fleet and to administer the District; reconstruction or replacement of transit vehicles consistent with lifecycle use; repair and maintenance of fixed assets including light rail tracks and rail bed, overhead catenary, structures, buildings, and transit stations and stops; furnishing power for light rail system and transit stops.

Rail Transit Improvements
The construction, extension, improvement, and/or upgrading of specified Sacramento Regional Transit District (District) light rail transit corridors, and the improvement and/or upgrading of the Capitol Corridor regional rail segment within Sacramento County to facilitate improved commuter rail service, as consistent with Chapter 5 (commencing with Section 102200) of Part 14, Division 10 of the California Public Utilities Code.

Includes planning, environmental review and mitigation, engineering, design, and inspection; acquisition of rights-of-way or other property interests; construction, installation, improvement, or upgrades to trackage, overhead catenary, associated signs and signals, buildings, structures, and stations; purchase of rail vehicles and associated equipment; labor, materials, and supplies for the construction of specified rail transit corridors and associated stations (including new structures) and for the addition of track or other expansion, upgrading, reconstruction, and implementation of operational improvements in specified rail transit corridors.

Neighborhood Shuttle System
A competitive grant program among local public transit providers to promote the development or expansion of shuttle routes in residential and commercial areas that have no—or infrequent—transit service. The objective is to connect neighborhoods to the light rail system and to bus routes on major arterials.

Eligibilities, schedules, and grant application procedures are set forth in a separate guidelines document (pending).

Senior & Disabled Transportation Services
The provision by the Consolidated Transportation Services Agency (CTSA) of Sacramento County—per Chapter 5, Section 15975(a) of Part 13, Division 3 of the California Government Code—of specialized public transportation operations for seniors and persons with disabilities.

Includes acquisition, reconstruction, and replacement of specialized transit vehicles and associated equipment; construction of buildings and structures or other improvements; purchase of associated parts, equipment, materials, and fuel; routine maintenance of specialized transit vehicles and associated assets; labor to maintain and operate the vehicle fleet, real property or other property interests, and to administer the CTSA.

Regional Bus/Carpool Connectors/Extensions
The provision by Caltrans of enhanced vehicle capacity on specified segments of the State highway system and the improvement of specified freeway connection ramps for exclusive use by buses, carpools, and other eligible vehicles.

Includes environmental review and mitigation, engineering, design, inspection, project management, and construction; acquisition of rights-of-way or other property interests; installation, improvement, or upgrades to associated access/egress ramps, traffic signage, medians, and landscaping; labor, paving, materials and supplies for the construction of specified projects (including new structures) and/or for the addition of lanes to or other expansion, upgrading, reconstruction, and implementation of operational improvements on specified freeway segments and interchanges.

Local Freeway Interchange Congestion Relief Upgrades
The construction, improvement, or upgrading of specified interchanges to mitigate traffic congestion on the effected local arterial and associated State highway. Arterial-freeway interchange improvements will be implemented by the local jurisdiction in which the project is located. Freeway-freeway interchange improvements will be implemented by Caltrans.

Includes environmental review and mitigation, engineering, design, inspection, and construction; acquisition of rights-of-way or other property interests; installation, improvement, or upgrades to associated traffic signs, traffic signals, pavement markings, medians, landscaping, bicycle lanes or pathways, curbs, gutters, sidewalks, and drainage; labor, paving, materials and supplies for the construction of specified interchanges (including new structures) and for the addition of lanes to or other expansion, upgrading, reconstruction, and implementation of operational improvements

of specified arterial streets and roads. Improvements to arterial/freeway interchanges should permit bicyclists and pedestrians to safely and efficiently traverse the effected freeway segment.

Safety, Streetscaping, Pedestrian and Bicycle Facilities

The construction, improvement, and/or upgrading of transportation facilities and corridors to provide bicyclists, pedestrians, and persons with disabilities safe and efficient travel routes and to improve the aesthetics of local streets and roads. One million dollars per year will be expended exclusively for maintenance, operations, and improvements to the paved bikeway network within the portion of the American River Parkway managed by the Sacramento County Department of Regional Parks.

Includes environmental review and mitigation, engineering, design, inspection, and construction; acquisition of rights-of-way or other property interests; installation, improvement, or upgrades to traffic signs and traffic signals, landscaping, bicycle lanes or pathways, curbs, gutters, and sidewalks; barrier and hazard removal; labor, materials and supplies for the construction or reconstruction of bikeways and sidewalks (including new structures) and for other expansion, upgrading, reconstruction, and implementation of operational improvements to facilitate bicycle and pedestrian travel and improved streetscapes.

Associated Measure A revenues (with the exception of the $1 million allocated annually to the Sacramento County Department of Regional Parks for maintenance, operations, and improvements to the bikeway network in the American River Parkway) are distributed annually to the County and to the Cities of Citrus Heights, Elk Grove, Folsom, Rancho Cordova, and Sacramento: 75% according to relative population and 25% according to relative street and road mileage within each jurisdiction.

Transportation-Related Air Quality Program

The development, implementation and evaluation by the Sacramento Metropolitan Air Quality Management District of projects and programs to mitigate the regional impacts of motor vehicle emissions.

Includes air quality monitoring; public relations and information; programs to accelerate the retirement or replacement of older, high-polluting motor vehicle engines; programs to accelerate the dissemination of new, cleaner engine technologies; other programs demonstrated to effectively contribute to reduced vehicle emissions.

Smart Growth Incentive Program

A competitive grant program among local public agencies to facilitate land use planning and development/redevelopment projects that promote pedestrian, bicycle, and transit travel and a reduced reliance on personal automobiles. This program will be funded exclusively via the Countywide development fee component of Measure A. At least $5 million will be expended exclusively for environmental mitigation associated with construction of the I-5/SR99/SR50 connector road.

Eligibilities, schedules, and grant application procedures are set forth in a separate guidelines document (pending).

Transportation Project Environmental Mitigation Program
The development and implementation of projects and programs to mitigate some of the anticipated environmental consequences of constructing and operating the capital projects set forth in the Measure A expenditure plan. This program will be funded exclusively via the Countywide development fee component of Measure A.

Includes purchase of open space, significant natural habitat, and property easements; construction of replacement or alternative natural habitat; stormwater runoff abatement and erosion controls; other programs demonstrated to effectively mitigate the environmental impacts of constructing and operating the capital projects set forth in the Measure A expenditure plan. At least $5 million will be expended exclusively for environmental mitigation associated with construction of the I-5/SR99/SR50 connector road.

Eligibilities, schedules, and grant application procedures are set forth in a separate guidelines document (pending).

Program Administration
Overall management and oversight of the Measure A sales tax program.

Includes employment of administrative and clerical staff; contracting for specialized services of a limited-term; acquisition and/or lease, maintenance, and operations of office space, office equipment, materials, and supplies; operation of an Independent Taxpayer Oversight Committee (ITOC); other such administrative and planning activities as deemed necessary and appropriate by the Governing Board.

City of SACRAMENTO 15
City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00824

Title: Change Order for Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000) [Published for Review 10/01/2015]

Location: Districts 7 and 8

Recommendation: Pass a Resolution: 1) authorizing the City Manager to execute Change Order No. 18 to City Agreement No. 2013-0023 with Teichert Construction in an amount not to exceed $2,125,777 for the Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000); 2) ratifying previous Change Order No. 17 to City Agreement No. 2013-0023 with Teichert Construction; 3) resetting the City Manager's authority to issue change orders for City Agreement No. 2013-0023; 4) authorizing staff to extend the effective date of the CHP agreement from December 1, 2014 through December 31, 2015; 5) authorizing staff to reimburse the CHP an additional $30,000 to cover expenses under the terms and conditions of agreement No.2013-0269; 6) authorizing the City Manager to execute the Second Amendment to the City/Regional Transit (RT) South Sacramento Corridor Phase II Project Agreement No.2012-0228 in which RT agrees to reimburse the City the amount of $163,460 for additional work requested by RT; and 7) appropriating RT funds in the amount of $163,460 (Fund 3702) to the Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000).

Contact: Nader Kamal, Special Projects Engineer, (916) 808-7035; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Engineering Services Admin

Dept ID: 15001111

Attachments:

1-Description/Analysis

2-Background

3-Resolution

4-Exhibit A (Location Map)

5-Exhibit B (Signed CO)

6-Exhibit C (S. Sacramento Corridor Phase II Project - RT)

City Attorney Review

Approved as to Form
Gerald Hicks
9/30/2015 9:55:28 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 9/17/2015 3:23:42 PM

Description/Analysis

Issue: Change Order No. 18 in the amount of $2,125,777 with Teichert Construction will compensate the contractor for additional work necessary to move forward with construction of the Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000).

Approval of the Second Amendment to the South Sacramento Corridor Phase II Project Agreement No. 2012-0228 between RT and the City covers costs to be reimbursed by RT to the City in the amount of $163,460 to accelerate work requested by RT to open the Franklin Boulevard LRT station.

Authorizing staff to extend the effective date of the City/CHP agreement No. 2013-0269 will allow the City to pay the additional $30,000 in final expenses covered under the terms and conditions of the agreement.

Policy Considerations: The proposed City Council action is consistent with the City's policy which requires City Council approval of any change order or agreement which exceeds the City Manager's authority.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA): The Project's mitigation and design are consistent with the Project's final approved Environmental Impact Statement/Final Environmental Impact Report (EIS/EIR). The Project's final Environmental Impact Report was approved on May 15, 2007 by the City Council. The Environmental Impact Statement (EIS) conforming to the National Environmental Policy Act (NEPA) was approved by the Federal Highway Administration (FHWA) on October 5, 2007.

Sustainability Considerations: The project will improve access, provide route continuity, and reduce overall vehicle miles traveled in the south area of Sacramento. The project will construct new sidewalks and bike lanes which will increase the use of alternate modes of commuting. The project will also increase the City's urban forest canopy and create an environment that is more conducive to pedestrian and bicycle trips, thereby encouraging the use of alternate modes of transportation. All of these considerations and improvements are consistent with City's sustainability goals.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: Approval of Change Order No.18, approving the Second Amendment to the RT/City South Sacramento Corridor Phase II Project Agreement, extending the effective date of the City/California Highway Patrol (CHP)

agreement and authorizing the payment of an additional $30,000 to CHP is necessary to complete the project and compensate them for their required services.

Financial Considerations: The estimated total project cost for the Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000) is $97,146,249. To date, $90,152,137 has been expended or is encumbered and staff anticipates an additional $6,994,112 will be needed to complete the project. As of September 1, 2015, the unobligated balance is $6,830,652. The additional RT appropriation of $163,460 (Fund 3702) will increase the total unobligated funds to $6,994,112 which is sufficient to execute Change Order No. 18 to City Agreement No. 2013-0023 with Teichert Construction in the amount of $2,125,777, reimburse the CHP $30,000 and cover remaining staff and construction management costs.

There are no General Funds planned or allocated for this project.

Disadvantaged Business Enterprise (DBE): The Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000) has federal construction funding and requires conformance with project participation guidelines for Disadvantaged Business Enterprise (DBE) program requirements, therefore, the Local Business Enterprise (LBE) requirements are held in abeyance. The DBE goal is 12.56%. Teichert Construction met the DBE goal by pledging 12.9%.

Background

The Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000) extends Cosumnes River Boulevard from its westerly terminus at Franklin Boulevard to an at-grade intersection with Freeport Boulevard, and includes the construction of a new interchange at I-5 and a new bridge crossing over Morrison Creek and Union Pacific Railroad (UPRR).

It will include 3.5 miles of new roadway consisting of 4 to 6 lanes of traffic, on street bike lanes, 8' wide bifurcated sidewalks, street lights, and landscaping.

In addition to reducing traffic congestion along Mack Road, the new road extension will provide access to the Delta Shores development site which consists of 800 acres of retail, commercial, residential and mixed uses. The new extension will also parallel a portion of Regional Transit's new Light Rail Extension to Cosumnes River College and provide direct access to two adjoining light rail transit stations.

The project was advertised and bids were received on November 14, 2012. Teichert Construction was the lowest responsible bidder at $56,880,722.60.

Construction began in March 2013 and is scheduled to be completed by December 2015.

Summary of Prior Change Orders:

Change Order No. 1 with Teichert Construction in the amount of $-0- was processed to replace the traffic control hours for lane closures on the freeway to accommodate longer working hours approved by Caltrans.

Change Order No. 2 with Teichert Construction in the amount of $402,050 was approved by the City Council on June 11, 2013 to compensate the contractor for constructing the Freeport Regional Water Authority's (FRWA) backup radio telemetry system.

Change Order No. 3 in the amount of $93,886 compensated the contractor for paying the Sacramento Metropolitan Air Quality Management District (SMAQMD) an air quality mitigation fee, installing 16" gate valves in lieu of the 16" butterfly valves requested by the Sacramento Regional County Sanitation District (SRCSD) and for extending quantities of several bid items.

Change Order No. 4 in the amount of $83,047 compensated the contractor for the excavation, placement, installation and backfill of a Contech storm filter (8'x6') vault per the revised plans, removal and disposal of the plastic edge pipe, and for extending quantities of several bid items.

Change Order No. 5 in the amount of $95,962 compensated the contractor for several changed and unforeseen conditions as well as changes to bid documents including but not limited to altering K-rail layout on I-5, revised contour grading at Abutment No.1 of the CRB overcrossing, removal of pipe in conflict with grading operations, and for extending quantities for several items.

Change Order No. 6 in the amount of $523,664 compensated the contractor for owner initiated changes as well as several changed and unforeseen conditions including but not limited to installation of a PG&E gas casing inside the CRB overcrossing, FRWA Fiber Optic Revisions, additional air quality mitigation fees, abandoning of an existing well, and additional base and surfacing removal.

Change Order No. 7 in the amount of $96,434 compensated the contractor for several changed and unforeseen conditions including but not limited to the existing Frontier/Verizon fiber optic cables in conflict with the proposed 24” Sacramento Regional County Sanitation District (SRCSD) water line casing in multiple locations, revising the 18” WSP Water Line casing from 30” to 36” along with revised supports, abutment and bent block out openings at both bridge structures, modifying existing manholes, and compensating the Contractor for impacts and delays associated with SRCSD requirements for crossing the 66” sanitary sewer force main and for extending quantities of several bid items.

Change Order No. 8 in the amount of $2,961,432 was approved by City Council on May 20, 2014 and compensates the contractor for the work that was to be performed by Regional Transit (RT) under its Civil and Track project, Department of Utilities’ changes to its facilities to comply with current standards of the City, the implementation of a Joint Trench for SMUD electricity conduits, dry utility lines for the benefit of M&H Realty Partners, and for quantity extensions for various bid items.

Change Order No. 9 in the amount of $96,116 compensates the contractor for an increase in sign panels, revised abutment wall details and pedestal reinforcement details and increased fittings, and conduit and pull boxes for the new SMUD system.

Change Order No. 10 in the amount of $400 compensates the contractor for a calculation error to a bid item.

Change Order No. 11 in the amount of $1,902,762 compensates the contractor for the construction of the 24” inch water transmission main to be paid 100% by M&H Realty Partners and for the extension of quantities for various bid items such as adjusting, relocating and reconstructing various FRWA facilities, modifying the access road, modifying the 12” storm drain, revising the fiber Interconnect system and constructing Phase 2 of the SMUD joint trench.

Change Order No. 12 in the amount of ($35,295.86) –is a reduction of compensation at an agreed price and for modifying and reducing quantities of various bid items.

Change Order No.13 in the amount of $98,269.13 compensates the contractor for an additional 92 days of flagging and adjustments of other various items.

Change Order No. 14 in the amount of $92,944.80 compensates the contractor for extra work and adjustments to various items.

Change Order No. 15 in the amount of $89,000 compensates the contractor for extra work and adjustments to various items.

Change Order No. 16 in the amount of $266,207 compensates the contractor for extra work on Interstate 5 requested by Caltrans and various items.

Change Order No. 17 in the amount of $95,914 compensates the contractor for extra work associated with driveway modifications, ADA pedestrian push button upgrades, and various other items.

Summary of Current Change Order:

Change Order No. 18 in the amount of $2,125,777 compensates the contractor for extra work associated with new landscape improvements at the Cosumnes River Boulevard/I-5 Interchange, intersection modifications at Meadowview Road and Freeport Boulevard, installation of SMUD pull boxes for SMUD's Phase III power distribution, accelerating and re-sequencing of work for RT's Franklin Station grand opening and various other items.

The following is a summary of the major items in Change Order No. 18:

Interchange Landscaping

The project will include landscaping of the new interchange on Interstate 5 which is the southern gateway into the City of Sacramento. This work will enhance the overall aesthetics of the new interchange. In addition, Caltrans requires that the interchange landscaping be completed within two years following the opening of the interchange. Due to the current drought, the Governor's office has issued a moratorium on installing new landscaping within the state right-of-way. Staff is actively working with Caltrans to determine the anticipated timing for when the moratorium will be lifted, but it is anticipated to continue through the fall of 2015. Following the completion of the interchange landscaping, the City will maintain the landscaping within Caltrans right-of-way.

The total cost of the landscaping is approximately $800,000. $440,000 is for the irrigation and $360,000 is for planting the trees. Caltrans is only allowing the City to construct the irrigation at this time. The $440,000 irrigation cost is covered in this Change Order No. 18. A separate Caltrans Encroachment Permit will be required to install the trees after the moratorium is lifted by the Governor.

Meadowview Road and Freeport Boulevard Intersection Improvements

During the environmental review for the Cosumnes River Boulevard/I-5 Interchange and Extension Project, various mitigation measures were identified as part of the Adopted EIR/EIS. One of the identified mitigation measures was to construct an additional left turn lane from eastbound Meadowview Road to northbound Freeport Boulevard, prior to opening the project to account for the increase in traffic volumes as a result of the new roadway extension.

These intersection improvements at Meadowview Road and Freeport Boulevard are mandated by the environmental document as a mitigation measure. These improvements were not included in the original plans since during design it was undecided whether M&H Realty Partners or the City would be performing the design and construction. Since the City already had contracts with a design consultant and a contractor, M&H Realty Partners and the City agreed that the City would design and construct the improvements under the terms of the M&H Realty Partners/City Cost Sharing Agreement. The construction cost of this improvement is $565,750 which will be funded 50.8% and 49.2% by the City and M&H Realty Partners, respectively.

SMUD Phase III Access Pull Boxes

The installation of electrical infrastructure by SMUD is necessary to provide power to City traffic signals and street lighting. This infrastructure was installed in phases with the last phase being Phase III. Phase III required the electrical distribution system from 24th Street to Franklin Boulevard to be placed on overhead towers located just south of Cosumnes River Boulevard and through the new bridge over Morrison Creek and the UPRR tracks. As such, pull boxes and conduit are required to be installed so that power lines running overhead can be brought down to the ground and through the bridge. The agreement with SMUD for Phase III was executed in 2014 and at that time SMUD was assumed to provide the electrical service at their cost. However, SMUD decided not to install a major transmission system within the corridor resulting in the City to incur the costs to install and electrical distribution system and access pull boxes at a cost of $146,711.

RT Acceleration Work

Sacramento Regional Transit (RT) requested that the City re-sequence and accelerate efforts in front of their new Franklin Station in order to have all work, including paving, lighting, signals, curb and gutter, sidewalks and striping completed before RT's grand opening. RT has agreed to reimburse the City for the associated cost of re-sequencing and accelerating the work at a total cost of $163,460. City Council approval of the

Second Amendment to the South Sacramento Corridor Phase II Project Agreement 2012-0228 between RT and the City allows the City to be reimbursed for the work.

California Highway Patrol (CHP)

On April 2013, the City approved an Agreement with the California Highway Patrol (CHP) in the amount of $94,884 (Agreement No. 2013-0269) to reimburse the CHP for costs associated with traffic control related services. As part of the agreement, the City agreed to cover CHP costs and expenses associated with the project. The CHP's cost is $30,000 over the original agreement amount, which is covered under the terms and conditions of Agreement No. 2013-0269. This resolution extends the effective date of the City/CHP agreement from December 1, 2014 through December 31, 2015.

Attachment 2

RESOLUTION NO.

Adopted by the Sacramento City Council

COSUMNES RIVER BOULEVARD/I-5 INTERCHANGE AND EXTENSION PROJECT (T15018000)
APPROVE CHANGE ORDER, APPROVE SECOND AMENDMENT TO CITY/ SACRAMENTO REGIONAL TRANSIT (RT) AGREEMENT AND APPROPRIATION OF FUNDS

A. The Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000) extends Cosumnes River Boulevard from its westerly terminus at Franklin Boulevard to an at-grade intersection with Freeport Boulevard, and includes the construction of a new interchange at I-5 and a new bridge crossing over Morrison Creek and Union Pacific Railroad (UPRR).

B. The project includes 3.5 miles of new roadway consisting of 4 to 6 lanes of traffic, on-street bike lanes, 8 foot wide bifurcated sidewalks, street lights, and landscaping.

C. In addition to reducing traffic congestion along Mack Road, the new road extension will provide access to the Delta Shores development site which consists of 800 acres of retail, commercial, residential and mixed uses. The new extension will also parallel Regional Transit's new South Line Light Rail and provide direct access to two adjoining light rail transit stations.

D. The project was advertised and bids were received on November 14, 2012. Teichert Construction was the lowest responsible bidder at $56,880,722.60.

E. Change Order No. 18 in the amount of $2,125,777 compensates the contractor for extra work associated with new landscape improvements at the Cosumnes River Boulevard/I-5 Interchange, intersection modifications at Meadowview Road and Freeport Boulevard, installation of SMUD pull boxes for SMUD's Phase III power distribution, accelerating and re-sequencing of work for RT's Franklin Station grand opening and various other items.

F. RT requested that the City re-sequence and accelerate efforts in front of their new Franklin Station in order to have all work, including paving, lighting, signals, curb and gutter, sidewalks and striping completed before their South Line Phase II grand opening. RT has agreed to reimburse the City for the associated cost of re-sequencing and accelerating the work. City Council approval of the Second

Amendment to the South Sacramento Corridor Phase II Project Agreement 2012-0228 between RT and the City allows the City to be reimbursed $163,460 to complete the work.

G. In April 2013, the City approved an Agreement with the California Highway Patrol (CHP) in the amount of $94,884 (Agreement No. 2013-0269) to reimburse the CHP for costs associated with traffic control related services. As part of the agreement, the City agreed to cover CHP costs and expenses associated with the project. The CHP's cost is $30,000 over the original agreement amount, which is covered under the terms and conditions of Agreement No. 2013-0269. This resolution extends the effective date of the CHP agreement from December 1, 2014 through December 31, 2015.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. Previous Change Order No. 17 to City Agreement No. 2013-0023 with Teichert Construction in the amount of $95,914 is ratified.

Section 2. The City Manager is authorized to execute Change Order No. 18 to City Agreement No. 2013-0023 with Teichert Construction in an amount not to exceed $2,125,777 for the Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000).

Section 3. The City Manager's agreement authority to issue change orders for City Agreement No. 2013-0023 is hereby reset.

Section 4. Staff is authorized to extend the effective date of the CHP agreement No. 2013-0269 from December 1, 2014 through December 31, 2015.

Section 5. Staff is authorized to reimburse the California Highway Patrol (CHP) an additional $30,000 in expenses which are covered under the terms and conditions of agreement No.2013-0269.

Section 6. The City Manager authorized to execute the Second Amendment to the City/RT South Sacramento Corridor Phase II Project Agreement No.2012-0228 in which Regional Transit will reimburse the City in the amount of $163,460 for additional work requested by Regional Transit.

Section 7. The FY2015/16 Capital Improvement Program is amended by appropriating $163,460 (Fund 3702) to the Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000).

Section 8. Exhibit A is incorporated as part of this Resolution.

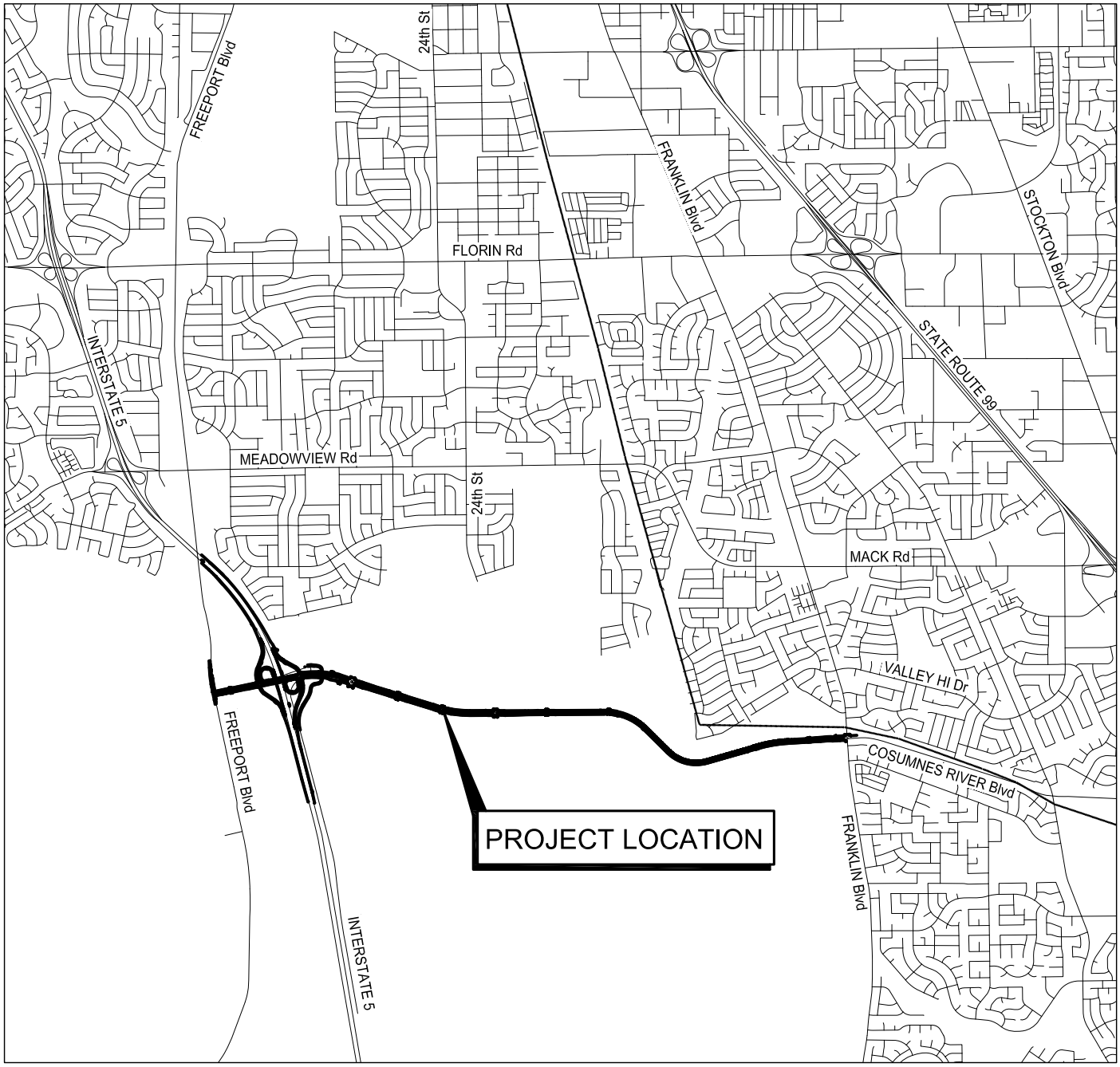
Table of Contents:

Exhibit A: Map of the Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000)

EXHIBIT A

Location map for:

I-5/COSUMNES RIVER BOULEVARD EXTENSION AND INTERCHANGE PROJECT (PN: T15018000)



0 2000' 4000' 6000' 8000'

City of SACRAMENTO
Department of Public Works

Date: February 25, 2014

City of Sacramento

CHANGE ORDER

Project #: T15018000

Contract #: 2013-0023

Purchase Order #:

ExtDays: 0

Change Order #: 18

Sacramento, California

TO: Teichert Construction , Contractor

CONTRACT FOR: Cosumnes River Blvd Extension

Upon Mutual acceptance of this document by the City of Sacramento, hereinafter referred to as "City", and your firm, hereinafter referred to as "Contractor", in accordance with the terms and conditions of the original contract documents, you are hereby directed to make the following changes for the consideration set forth below:

Description:

See Exhibit A

The original contract sum was	$56,880,722.60
The net change by previous Change Orders was	$6,861,460.21
The contract sum prior to this Change Order was	$63,742,182.81
The contract sum will be increased by this Change Order	$2,125,777.69
The new contract sum including all Change Orders	$65,867,960.50

Contractor agrees that the amount of increase or decrease in the contract sum specified in this Change Order shall constitute full compensation for the work required by this Change Order, including but not limited to all compensation for the additional and/or revised work specified herein, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised work, including any changes disruptions or delays in work schedules or in the performance of other work by Contractor. The time for the performance of the contract is increased by 0 Working Days by reason of the performance of the work required by this Change Order. Except as herein above expressly provided, Contractor further agrees that the performance of the work specified in this Change Order or the rescheduling of other project work made necessary by this Change Order, shall not constitute a delay which will extend the timelimit for completion of the work as said term is used in the contract between the City and the Contractor for the project.

Approval Recommended by:

Nader Kamal

Project Manager

Approved by:

City of Sacramento

10/6/15

Executed Date

Approved by:

Contractor

Attested to by:

City Clerk

Approved as to form:

City Attorney

Rev 10/22/96

Exhibit A

Cosumnes River Blvd Extension

2013-0023

	Description	*Amount*
Change Order #18		
PCO # 242.	**Changed/Unforeseen Conditions**	$1,565.85
09/10/15	CN 29.5 Supplement 1 to CCO 5 PCO #33 (400) CR389036 EXTRA WORK AT FORCE ACCOUNT: Construct an inside drop inlet at STA 50+83.83 on the "B2" Line, per the revised drawing U-5R2 and City of Sacramento Standards and Specifications Drawing S-130. Estimated Cost of Extra Work at Force Account $1,565.85 TIME ADJUSTMENT: There will be no adjustment in time by reason of this change	
PCO # 243.	**Client Initiated Changes**	$55,000.00
09/10/15	CN 3.1 ref: CN 3, CCO 6, PCO #42 (401) CR2639242 PAYMENT ADJUSTMENT AT AGREED LUMP SUM PRICE In accordance with Section 4-7, "Notice of Claims and Additional Compensation or Damages" of the City Standard Specifications, compensates the contractor for the removal of the sixteen (16) existing FRWA fiber optic pull boxes located between the Cosumnes River Boulevard Overcrossing and Franklin Boulevard. The contractor agrees to accept the lump sum of $55,000.00 for this change order. This change order provides full and final compensation for and resolves all aspects of the Notice of Potential Claim No. 5, dated June 30, 2015, and as described as "FRWA Fiber Optic Pull Box Removal and Conduit Abandonment". Payment Adjustment at Agreed Lump Sum $55,000.00 All past and present claims against the City of Sacramento by the prime contractor, subcontractors, its suppliers and lower-tier subcontractors that are incidental to or as a consequence of the disputed work in this change are fully satisfied by this adjustment in its entirety. TIME ADJUSTMENT: There will be no adjustment in time by reason of this change.	
PCO # 244.	**Client Initiated Changes**	$13,654.79
09/10/15	CN 35 Supplement 1 to CCO 6 PCO #51 (400) CR9052 EXTRA WORK AT FORCE ACCOUNT: Backfill, sawcut, and excavate portions of Drain System 22 in conflict with existing Bent 2 footing as directed by the Engineer. Estimated Cost of Extra Work at Force Account $13,654.79 TIME ADJUSTMENT:	

There will be no adjustment in time by reason of this change.

PCO # 245. Changes to Bid Documents $28,000.00

09/10/15 CN 66 Supplement 1 to CCO 7 PCO #70
(400)
CR9080

EXTRA WORK AT FORCE ACCOUNT:

Repair and or replace temporary crash cushion modules damaged by public traffic as directed by the Engineer.

Estimated Cost of Extra Work at Force Account $20,000.00

TIME ADJUSTMENT:

There will be no adjustment in time by reason of this change.

PCO # 246. Client Initiated Changes $80,000.00

09/10/15 CN 60 Supplement 1 to CCO 11 PCO #129
(401)
CR9058

EXTRA WORK AT FORCE ACCOUNT:

Adjust, relocate and reconstruct various FRWA facilities as shown on the Volume II plans, Sheet Revisions: U-15R2, U-29A, U-30A, U31A, and U32A; and as directed by the Engineer.

Estimated Cost of Extra Work at Force Account $80,000.00

TIME ADJUSTMENT:

There will be no adjustment in time by reason of this change.

PCO # 247. Changes to Bid Documents $108,169.00

09/10/15 CN 62.1 Ref: CN 62, CCO 11, PCO #130
(408)
CR2609239

ADJUSTMENT IN COMPENSATION AT AGREED LUMP SUM

The originally designed staging plan for the installation of the Freeport Waterline closed public access to the Conlin Park Sports Complex, therefore; provide and maintain access to the Conlin Park Sports Complex during the construction of the Freeport Waterline by splitting Stage 1B into two phases, Phase I and Phase II as shown in the attached revised staging plan.

Adjustment in Compensation at Agreed Lump Sum $108,169.00 (408-B)

For this work, the contractor shall receive and accept the agreed lump sum of $108,169.00. This sum constitutes full and complete compensation for providing all labor, material, equipment, tools and incidentals, and includes all markups by reason of this change.

Consideration of a time adjustment will be deferred until the completion of the work specified in this change order. A determination of time adjustment will be made in accordance with Section 4-6, "Extra Work" of the City Standard Specification.

PCO # 248. Changes to Bid Documents $16,500.00

09/10/15 Ref. CN 62.1 Ref: CN 62, CCO 11, PCO #130
(408)
CR2609239

EXTRA WORK AT FORCE ACCOUNT

As a result of Stage 1B of the Freeport Waterline Project being split into two phases, when directed by the Engineer, provide additional maintenance, installation and relocation of the PCMS boards and other traffic control devices as per Section

7-1.08, "Public Convenience" and Section 7-1.09, "Public Safety" of the Caltrans Standard Specification. Compensation for this work will be made in accordance with Section 9-1.03, "Force Account Payment" of the Caltrans Standard Specification and Section 4-6, "Extra Work" of the City Standard Specifications Standard Specifications.

Estimate of Extra Work at Force Account $16,500.00 (408-B)

PCO # 249. Client Initiated Changes $13,411.00

09/10/15 Ref. CN 62.1 Ref: CN 62, CCO 11, PCO #130
(408)

EXTRA WORK AT AGREED LUMP SUM

As was required by the Department of Utilities, install flexible coupling per City of Sacramento Standard Drawing W-801 just before the 24" gate valve at the point of connection to the 36" Transmission Main.

Extra Work at Agreed Lump Sum $13,411.00

For this work, the contractor shall receive and accept the agreed lump sum of $13,411.00. This sum constitutes full and complete compensation for providing all labor, material, equipment, tools and incidentals, and includes all markups by reason of this change.

TIME ADJUSTMENT:

Consideration of a time adjustment will be deferred until the completion of the work specified in this change order. A determination of time adjustment will be made in accordance with Section 4-4, "Extra Work" of the City Standard Specification.

PCO # 250. Client Initiated Changes $150,000.00

09/10/15 CN 62.2 Ref: CN 62, CCO 11, PCO #130
(408)
CR2699245

EXTRA WORK AT FORCE ACCOUNT

The road closure for the installation of the Freeport Waterline did not provide access for bicyclists, therefore; in accordance with Section 4-6, "Extra Work" of the City Standard Specifications, use flaggers, temporary fencing, signage, etc., as directed by the Engineer, to provide safe passage 24 hours a day for bicyclists through and/or around work for the installation of the 24" Waterline along Freeport Boulevard.

Estimate of Extra Work at Force Account $150,000.00

TIME ADJUSTMENT:

Consideration of a time adjustment will be deferred until the completion of the work specified in this change order. A determination of time adjustment will be made in accordance with Section 4-6, "Extra Work" of the City Standard Specification.

PCO # 251. Changed/Unforeseen Conditions $130,000.00

09/10/15 CN 62.3 Ref: CN 62, CCO 11, PCO #130
(408)
CR2719247

EXTRA WORK AT FORCE ACCOUNT

As a result of the unforeseen MCI fiber optic line and the increased roadway thickness; In accordance with Section 4-6, "Extra Work" of the City Standard Specifications, (1) perform potholing in accordance with USA North's California Excavation Manual, for the MCI Fiber Optic Line not shown on the plans nor located through the USA North membership, but identified by Verizon Wireless personnel in the field as being in the roadway on either side of the proposed excavation for the 24" waterline to be installed along Freeport Boulevard. (2) as directed by the Engineer, perform saw-cutting through additional asphalt concrete thickness and through concrete underlying the existing roadway surface not shown on the contract plans.

Estimate of Extra Work at Force Account $130,000.00

TIME ADJUSTMENT:

Consideration of a time adjustment will be deferred until the completion of the work specified in this change order. A determination of time adjustment will be made in accordance with Section 4-6, "Extra Work" of the City Standard Specification.

PCO # 252. Client Initiated Changes $125,000.00

09/10/15

CN 62.4 Ref: CN 62, CCO 11, PCO #130
(408)
CR2869262

EXTRA WORK AT FORCE ACCOUNT

As a result of the myriad of asphalt concrete patching for utility potholing and asphalt concrete patching for the installation of the Freeport Waterline; In accordance with Section 4-6, "Extra Work" of the City Standard Specifications and as directed by the engineer perform all work necessary to overlay a portion of Freeport Boulevard from approximately STA 100+50 to STA 128+00 with HMA as shown on the attached plan sheets, including but not limited to all necessary traffic control in accordance with the City Standard Specifications Section 6-10, "TRAFFIC CONTROL REQUIREMENTS", clearing and grubbing, grinding, shoulder backing, thermoplastic traffic striping and thermoplastic pavement marking.

Estimate of Extra Work at Force Account $125,000.00

TIME ADJUSTMENT:

Consideration of a time adjustment will be deferred until the completion of the work specified in this change order. A determination of time adjustment will be made in accordance with Section 4-6, "Extra Work" of the City Standard Specification.

PCO # 253. Changes to Bid Documents $75,000.00

09/10/15

CN 62.5 Ref: CN 62, CCO 11, PCO #130
(408)
CR2889263

EXTRA WORK AT FORCE ACCOUNT

The proposed tie-in location of the Freeport Waterline will be encroaching on the foundation of the proposed bridge widening of the I-5 Overhead bridge structure, therefore; In accordance with Section 4-6, "Extra Work" of the City Standard Specifications, realign the already installed lengths of pipe to make the new tie-in location along the existing 36" transmission main. The realignment shall be as shown on the attached Freeport Waterline revised plan sheet 7A and as directed by the Engineer. Remove those lengths of pipe installed from approximately STA 128+70 and backfill the associated trench.

Estimate of Extra Work at Force Account $75,000.00

TIME ADJUSTMENT:

Consideration of a time adjustment will be deferred until the completion of the work specified in this change order. A determination of time adjustment will be made in accordance with Section 4-6, "Extra Work" of the City Standard Specification.

PCO # 254. Client Initiated Changes $315.00

09/10/15

CN 118
(400)
CR1959186

At the request of Sacramento Regional transit; Modify driveway, sidewalk, curb, gutter, storm drain, drain inlets, irrigation, landscaping, fire hydrant, water meter, street lighting, and traffic striping near Station "CRB" 157+00 as shown on the revised Volume 2 Plan Sheets: C-20R3, C-20R4, C-21R2, C-25R3 G-4R2, G-4R3, U-14R2, U-15R4, SS-8R1, W-17R3, E-21R3, IP-24R2, IP-25R2, PL-01R3, LP-24R2, LP-25R2. This work is associated with PCO #'s 254 through 266.

INCREASE BID ITEMS AT BID ITEM PRICES

Item 23, "Channelizer (Surface Mounted)" 9 EA (34%) @ $35/EA $315.00 (34%)

PCO # 255. **Client Initiated Changes** $3,000.00

09/10/15 Ref. CN 118
(400)

INCREASE BID ITEMS AT BID ITEM PRICES
Item 60, "Irrigation Crossover" 200 LF (23%) @ $15.00/LF $3,000.00 (269%)

PCO # 256. **Client Initiated Changes** $5,821.20

09/10/15 Ref. CN 118
(400)

INCREASE BID ITEMS AT BID ITEM PRICES
Item 62, "Class 2 Aggregate Base" 196 CY (<1%) @ $29.70/CY $5,821.20 (-37%)

PCO # 257. **Client Initiated Changes** $2,080.00

09/10/15 Ref. CN 118
(400)

INCREASE BID ITEMS AT BID ITEM PRICES
Item 66, "Rubberized Asphalt Concrete (Type G) 26 TON (<1%) @ $80.00/TON $2,080.00 (4.9%)

PCO # 258. **Client Initiated Changes** $5,183.00

09/10/15 Ref. CN 118
(400)

INCREASE BID ITEMS AT BID ITEM PRICES
Item 67, "Hot Mix Asphalt, Type A" 96 TON (<1%) @ $71.00/TON $5,183.00 (2.5%)

PCO # 259. **Client Initiated Changes** $670.00

09/10/15 Ref. CN 118
(400)

INCREASE BID ITEMS AT BID ITEM PRICES
Item 130, "Minor Concrete (Curb Type 14)" 2 CY (<1%) @ $335.00/CY $670.00 (1.8%)

PCO # 260. **Client Initiated Changes** ($450.00)

09/10/15 Ref. CN 118
(400)

DECREASE BID ITEMS AT BID ITEM PRICES
Item 135, "Minor Concrete (Sidewalk and Driveway)" -2 CY (<1%) @ $225.00/CY -$450.00 (6%)

PCO # 261. **Client Initiated Changes** $58.30

09/10/15 Ref. CN 118
(400)

INCREASE BID ITEMS AT BID ITEM PRICES
Item 158, "Thermoplastic Traffic Stripe" 110 LF (<1%) @ $0.53/LF $58.30 (7.2%)

PCO # 262. **Client Initiated Changes** $324.00

09/10/15 Ref. CN 118
(400)

INCREASE BID ITEMS AT BID ITEM PRICES
Item 159, "Thermoplastic Pavement Marking" 81 SF (<1%) @ $4.00/SF $324.00 (<1%)

PCO # 263. **Client Initiated Changes** ($2,000.00)

09/10/15 Ref. CN 118
(400)

DECREASE BID ITEMS AT BID ITEM PRICES
Item 165, "Concrete Header" -80 LF (1.8%) @ $25/LF -$2,000.00 (1.8%)

Estimate Total of Increases & Decreases in Bid Items at Bid Item Prices =

PCO # 264. **Client Initiated Changes** ($5,238.00)

09/10/15 Ref. CN 118
(401)

ADJUSTMENT IN COMPENSATION AT LUMP SUM
Item 201, "Highway Planting" = -$5,238.00 LS

PCO # 265. **Client Initiated Changes** ($745.00)

09/10/15 Ref. CN 118
(401)

ADJUSTMENT IN COMPENSATION AT LUMP SUM
Item 202, "Highway Irrigation System" = -$745.00 LS

Payment Adjustment Deduct at Agreed Lump Sum Total = -$5,983.00

For this reduction the contractor agrees to credit the City of Sacramento a lump sum of -$5,983.00. This sum constitutes full and complete compensation, including all markups for this change.

PCO # 266. **Client Initiated Changes** $20,000.00

09/10/15 Ref. CN 118
EXTRA WORK AT FORCE ACCOUNT
(400)

In accordance with Section 4-6, "Extra Work" of the City Standard Specifications, as directed by the Engineer, relocate fire hydrant at approximately STA 158+80 to 42' from "CRB" Line in landscaping at shown on sheet W-17R3 and regrade roadway between STA 156+45 and STA 159+00 to accommodate new Sacramento Regional Transit driveway.

Estimate of Extra Work at Force Account $20,000.00

TIME ADJUSTMENT:

There will be no adjustment in time by reason of this change.

PCO # 267. **Client Initiated Changes** $146,711.00

09/10/15 CN 141
(401)
CR2439222

EXTRA WORK AT AGREED LUMP SUM

As part of the SMUD Phase III power distribution system provide; In accordance with the contract Special Provisions and Section 4-4, "Extra Work" of the City Standard Specifications, install two 6'x8' SMUD pull boxes on either sides of the Morrison Creek Overhead Bridge, for a total of (4) pull boxes along with associated 4" and 6" conduit as shown on the attached SMUD Commitment and revised Volume I Contract Plans Sheets C-16R1, C-17R1, U10-R1, U11-R1, LP-21R2 and LP-23R2.

Extra Work at Agreed Lump Sum $146,711.00

For this work, the contractor will be paid the sum of $146,711.00. This sum constitutes full and complete compensation, for providing all labor, material, equipment, tools and incidentals, including all markups for this change.

TIME ADJUSTMENT:

Consideration of a time adjustment will be deferred until the completion of the work specified in this change order. A determination of time adjustment will be made in accordance with Section 4-4, "Extra Work" of the City Standard Specification.

PCO # 268. **Changes to Bid Documents** $4,537.55

09/10/15 CN 150
(400)
CR2679243

EXTRA WORK AT AGREED LUMP SUM

As a result of a grade error between the civil plans and the drainage plans; In accordance with Section 4-6, "Extra Work" of the City Standard Specifications, install an eccentric Flat Top manhole in accordance with the City of Sacramento Standard Drawings No. S-110 and revise the rim elevation to 10.55' for the Manhole located at CRB 75+55, 50.20, Rt.

Extra Work at Agreed Lump Sum $4,537.55

TIME ADJUSTMENT:

There will be no adjustment in time by reason of this change.

PCO # 269. Client Initiated Changes $319,350.00

09/10/15 CN 152
(401)
CR2759251

Provide modifications at the Freeport Boulevard and Meadowview/Pocket Road intersection including but not limited to Installation of a dual left for EB Pocket Road, signal modifications, regrading, restriping, and other miscellaneous roadway work in accordance with attached plan sheets C-5A, C-26A, G-5A, SS-10A, E-38A, & E-39A.

ADJUSTMENT IN COMPENSATION AT AGREED LUMP SUM PRICE

The Contractor will be compensated for all of the civil and electrical work shown on the attached drawings as an agreed lump sum price excluding: Cold Plane Asphalt Concrete Pavement (.17" Maximum), Roadway Excavation, Class 2 Aggregate Base, Hot Mix Asphalt (Type A), Minor Concrete (Curb Type 14) , Minor Concrete (Curb Type 14A), SWPPP.

Adjustment in Compensation at Agreed Lump Sum $319,350.00

For this work, the contractor will be paid the sum of $319,350. This sum constitutes full and complete compensation for all the work including markups, as depicted on the attached plans (with the exception of the items specifically listed above), including but not limited to implementation of all necessary traffic control in accordance with the City Standard Specifications Section 6-10, "TRAFFIC CONTROL REQUIREMENTS".

Consideration of a time adjustment will be deferred until the completion of the work specified in this change order. A determination of time adjustment will be made in accordance with Section 4-6, "Extra Work" of the City Standard Specification.

PCO # 270. Client Initiated Changes $246,400.00

09/10/15 Ref. CN 152
(401)

EXTRA WORK AT FORCE ACCOUNT

In accordance with Section 4-6, "Extra Work" of the City Standard Specifications, perform Cold Plane Asphalt Concrete Pavement (.17" Maximum), Roadway Excavation, Class 2 Aggregate Base, Hot Mix Asphalt (Type A), Minor Concrete (Curb Type 14), Minor Concrete (Curb Type 14A), and any work associated with the UPRR tracks for the Freeport Boulevard and Meadowview/Pocket Road intersection, as depicted on the attached drawings. Provide and implement Storm Water Pollution Prevention (SWPP) as directed by the Engineer.

Estimate of Extra Work at Force Account $246,400.00

TIME ADJUSTMENT:

Consideration of a time adjustment will be deferred until the completion of the work specified in this change order. A determination of time adjustment will be made in accordance with Section 4-6, "Extra Work" of the City Standard Specification.

PCO # 271. Client Initiated Changes $80,733.00

09/10/15 CN 154
(411)
CR2779253

In an effort to assist Sacramento Regional Transit (SACRT) showcase their new "Blue Line" Franklin Station at their Grand Opening scheduled for August 20, 2015:

ADJUSTMENT IN COMPENSATION AT AGREED LUMP SUM

Resequence work and your scheduled order of work activities to fully complete all work from CRB STA 160+40 to 170+50 and CRBE 5+50 to 15+00 (as shown on the highlighted plan sheets) by August 19, 2015, including but not limited to, AB, landscaping, lighting, signals, curb and gutter, sidewalks, HMA paving, RHMA paving, signing and striping. "Fully complete" shall be defined as all work complete with the exception of punch list items, excluding any delays caused by the City of Sacramento, SACRT, utility companies or other public or quasi-public agencies. Provide traffic control as necessary after August 19, 2015 to complete any punch list items.

Adjustment in Compensation at Agreed Lump Sum $80,733.00

For this work, the contractor shall receive and accept the agreed lump sum of $80,733.00. This sum constitutes full and complete compensation for providing all labor, material, equipment, tools and incidentals, and includes all markups by reason of this change.

PCO # 272. Client Initiated Changes $62,727.00

09/10/15 Ref. CN 154
(411)

EXTRA WORK AT FORCE ACCOUNT

In accordance with Section 4-6, "Extra Work" of the City Standard Specifications:

1.) Accelerate work forces as necessary to fully complete all work from CRB STA 160+40 to 170+50 and CRBE 5+50 to 15+00 (as shown on the highlighted plan sheets) by August 19, 2015, including but not limited to, AB, landscaping, lighting, signals, curb and gutter, sidewalks, HMA paving, RHMA paving, signing and striping. "Fully complete" shall be defined as all work complete with the exception of punch list items. Compensation will be for the premium time worked during overtime operations up to and through August 18, 2015.

2.) Delete eight (8) delineators and install advanced and mid traffic signal loops for a future traffic signal at the SACRT main entrance, as shown on the attached plan sheet.

3.) Perform any "extra work" as directed by the Engineer to facilitate the needs of SACRT for a timely completion of the aforementioned work by August 19, 2015.

Estimate of Extra Work at Force Account $62,727.00

TIME ADJUSTMENT:

There will be no time adjustment by reason of this change order.

PCO # 273. Client Initiated Changes $440,000.00

09/10/15 CN 156
(412)
CR2799255

EXTRA WORK AT FORCE ACCOUNT

In accordance with Section 4-6, "Extra Work" of the City Standard Specifications, as directed by the Engineer, clear/grub, and install landscape irrigation sprinkler system and landscape electrical service at the Cosumnes River Boulevard and Interstate 5 interchange in accordance with the attached specifications and as shown on the attached plan sheets IP-01 thru IP-06, SD-02, SD-03, E-2R3, E-3R3, E-4R4, E-13R3, and E-16R3. Provide and implement Storm Water Pollution Prevention (SWPP) as directed by the Engineer.

Estimate of Extra Work at Force Account = $440,000.00

TIME ADJUSTMENT:

Consideration of a time adjustment will be deferred until the completion of the work specified in this change order. A determination of time adjustment will be made in accordance with Section 4-6, "Extra Work" of the City Standard Specification.

32	Items	Total for Change Order #	18	$2,125,777.69

1 Change Orders	32 Items	Total for Contract #	2013-0023	$2,125,777.69

Totals By Reason	
Changed/Unforeseen Conditions	$131,565.85
Changes to Bid Documents	$232,206.55
Client Initiated Changes	$1,762,005.29

SECOND AMENDMENT TO SOUTH SACRAMENTO CORRIDOR PHASE II PROJECT LIGHT RAIL PROJECT AGREEMENT (City Project Nos:P15029810 and T15018000)

THIS SECOND AMENDMENT to the South Sacramento Corridor Phase II Project Light Rail Project Agreement, ("Principal Agreement") made and entered into on March 12, 2012, between **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, therein referred to as "RT," and **CITY OF SACRAMENTO**, a municipal corporation, therein referred to as "CITY," is made and entered into on _____, 2015.

RECITALS

A. Under the Principal Agreement, CITY authorized construction of RT's Blue Line to the Cosumnes River College Project, referred to as the South Sacramento Corridor Phase II Project (SSCP2), in CITY right of way; and

B. CITY is constructing the Cosumnes River Boulevard extension project (CRB Extension) in the vicinity of a portion of RT's SSCP2 project; and

C. The parties assumed, at the time the Principal Agreement and First Amendment were entered into, that certain elements of the CRB Extension could be more efficiently constructed as part of CITY's CRB Extension; and

D. RT agreed in the First Amendment to the Principal Agreement to reimburse CITY for a share of costs of improvements included in CITY's CRB Extension that benefit RT; and

F. CITY's CRB Extension work affecting access to the Franklin Station would not have been completed in time for RT's opening of the SSCP2 Project on August 24, 2015.

G. RT requested that CITY direct its construction contractor to accelerate its schedule and re-phase its work to provide for completion of the necessary improvements by August 24, 2015.

H. RT desires to reimburse CITY for the increased costs CITY has incurred as a consequence of the acceleration and re-phasing.

I. Certain traffic signal improvements were not included in the Principal Agreement or the First Amendment.

J. The parties desire to amend the Principal Agreement to include provisions for RT to reimburse CITY for the acceleration and rephrasing costs and the traffic signal infrastructure costs.

AGREEMENT

NOW, THEREFORE, RT AND CITY AGREE AS FOLLOWS:

Section 1: PROJECT COSTS. The following Paragraphs C and D are hereby added to Article 6 of the Project Agreement, entitled "Project Costs," as previously amended by the Fist Amendment:

> C. In addition to the amounts set out in Paragraphs B and D, RT must reimburse CITY for $143,460 in increased costs incurred by CITY for its contractor to accelerate and re-phase the construction of items identified in Exhibit 1 for the CRB Extension as needed to permit access to RT's Franklin Station for opening of the SSCP2 project on August 24, 2015.
>
> D. In addition to the amounts set out in Paragraph B and C, RT must reimburse CITY for $20,000 in costs for traffic signal infrastructure, including traffic signal loop detectors,

miscellaneous conduit, and pullboxes that was not included in Exhibit 1, but which was required to be complete for opening of the SSCP2 project on August 24, 2015.

Section 2: EFFECT. The effect of this Second Amendment to the Principal Agreement and the First Amendment is to provide compensation to CITY for accelerating and re-phasing construction of the CRB Extension to permit access to RT's Franklin Station for the opening of RT's SSCP2 Project and for certain traffic signal infrastructure.

Section 3: AMBIGUITIES. The parties have each carefully reviewed this Amendment and have agreed to each term of this Amendment. No ambiguity is presumed to be construed against either party.

Section 4: FULL FORCE AND EFFECT. To the extent not inconsistent herewith, all other terms and provisions of the Principal Agreement, as amended, remain the same and in full force and effect.

Section 5: AUTHORITY TO BIND. Each of the signatories to this Amendment represent that they are authorized to sign this Amendment on behalf of such party and that all approvals, resolutions and consents that must be obtained to bind such party have been obtained and that no further approvals, acts, or consents are required to bind such party to this Amendment.

Section 6: INTEGRATION. This Amendment and the Principal Agreement embody the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written, or otherwise exists between the parties.

IN WITNESS WHEREOF, the parties have entered into this First Amendment to the Principal Agreement on the day and year first hereinabove appearing.

SACRAMENTO REGIONAL TRANSIT DISTRICT

By: FOR
JAY SCHENIRER, Chair

By: _____
MICHAEL R. WILEY
General Manager/CEO

Approved as to Content:

By: _____
DIANE NAKANO
AGM of Engineering & Construction

Approved as to Legal Form:

By: _____
RT Attorney

CITY OF SACRAMENTO

By: _____
JERRY WAY, Director of Public Works
FOR
JOHN SHIREY, City Manager

Attest:

By: _____
SHIRLEY CONCOLINO, City Clerk

Approved as to Legal Form:

By: _____
City Attorney

City of SACRAMENTO 16
City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00844

Title: Approval of Americans with Disabilities Act (ADA) Public Right-of-Way Prospective Plan for Fiscal Year 2015/16

Location: Citywide

Recommendation: Pass a Motion approving the Americans with Disabilities Act (ADA) Public Right-of-Way Prospective Plan for Fiscal Year 2015/16.

Contact: Cecilyn Foote, Associate Civil Engineer, (916) 808-6843; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Engineering Services Admin

Dept ID: 15001111

Attachments:

1-Description/Analysis

2-Background

3-FY 2015-16 Prospective Plan

City Attorney Review

Approved as to Form
Gerald Hicks
10/7/2015 9:26:41 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 9/22/2015 2:44:10 PM

Description/Analysis

Issue: The Barden Settlement Agreement requires the City to remove or ameliorate obstacles in the pedestrian right-of-way and to submit to the Barden Class Counsel an annual Prospective Plan of accessibility improvements.

Policy Considerations: Implementation of the ADA accessibility programs and improvements is consistent with the City's General Plan goals of providing an obstacle free and continuous pedestrian network in existing and new neighborhoods so that they are safe and universally accessible.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): Approval of the FY2015/16 Prospective Plan is not subject to the provisions of the California Environmental Quality Act (CEQA). Under CEQA General Rule 15061-B-3, CEQA applies only to projects which have the potential for causing a significant effect on the environment. This action will have no effect on the environment, and is thus, not subject to CEQA.

Prior to final approval, each individual project will be subject to environmental review in compliance with CEQA.

Sustainability Considerations: Implementation of the ADA accessibility programs, services and improvements is consistent with the Sustainability Master Plan goal to improve air quality by designing and constructing pedestrian ways that encourage walking.

Commission/Committee Action: Staff presented and reviewed the FY2015/16 Prospective Plan with the Disability Advisory Commission (DAC) on August 20, 2015. The DAC reviewed the proposed project expenditures contained in the Plan and agreed that they provide important accessibility improvements that will assist in furthering the City's efforts to accommodate persons with disabilities. The DAC expressed appreciation to the Department of Public Works' ongoing efforts to improve disability access and accepted the FY2015/16 Prospective Plan (Exhibit A).

Rationale for Recommendation: Approval of the Prospective Plan by the City Council is required under the terms of the Barden Settlement Agreement.

Financial Considerations: The estimated value of the FY2015/16 Prospective Plan for Accessibility Improvements in the Public Right-of-Way is $6,341,000.

Following is the list of programs, projects and funding that is reserved to complete the FY2015/16 Prospective Plan:

FY2015/16 Public Right-Of-Way Accessibility (T15160600)	$800,000
East Drainage Canal Multi-Use Trail (K19006000)	$553,000
City College Bicycle/Pedestrian Bridge (T15065700)	$3,852,000
16th Street Streetscape – Phase 1 (T15116600)	$79,000
12th Street Streetscape (T15136200)	$557,000
FY16 Street/Bikeway Overlays & Seals Program (R15162000)	$500,000
	$6,341,000

There are no General Funds planned or allocated for FY2015/16 ADA Prospective Plan.

Local Business Enterprise (LBE): Not Applicable

Background:

The *Barden, et al., v. City of Sacramento* class action lawsuit was settled effective January 1, 2004. A primary provision of the settlement agreement requires the City to expend an amount equal to twenty percent (20%) of its annual "Transportation Funds" (defined as eligible Measure A and Gas Tax funds) on removing or ameliorating obstacles in the public rights-of-way. The obligation under the Barden settlement agreement lasts 30 years from the above effective date.

Under the terms of the settlement agreement, the City agreed to submit to Barden's Class Counsel a Prospective Plan each year specifying how the City is proposing to spend the Annual Obligation during the upcoming year. In compliance with the settlement agreement, staff prepared the FY2015/16 ADA Prospective Plan. City Council approval of the FY2015/16 Prospective Plan is needed prior to its submittal to the Class Counsel in October 2015.

The City's estimated FY2015/16 Annual Obligation is approximately $4,967,800. The FY2015/16 Prospective Plan expenditures are estimated to be $6,341,000.

Staff expects that every year there will be either an overage or a shortage in expenditures carried forward from the prior year. In past years, the City typically exceeded the Annual Obligation and carried an overage forward. The current ADA overage is in excess of $8 million.

Exhibit A

FY 2015/16 Prospective Plan
For Accessibility Improvements in the Public Rights-of-Way

Program Area	Description of Accessibility Work	Estimate
Curb Ramps & Detectable Warning Tiles	Curb Ramps associated with Street Overlays, Sidewalk Repairs and Drain Inlet Upgrades. Estimated 180 curb ramps.	$980,000
Citizen requested and sidewalk maintenance program curb ramps	Curb ramps installed along class members' daily path of travel upon request and maintenance efforts. Estimated 40 curb ramps.	$216,000
Non-curb ramp related Citizen Requests	Citizen requests related to crosswalks, truncated domes and audible signals.	$25,000
Transportation Division Accessibility Improvements	Estimated 10 curb ramps in support of crosswalk installations, accessibility work within pedestrian islands, etc.	$54,000
3rd Party Agreement Projects	Funds to support projects developed under the Third Party MOU.	$25,000
Accessibility features within other Capital Improvement Projects (List Attached)	Accessibility features (Curb Ramps, Crosswalks, Pedestrian Signals, Pedestrian Islands, Sidewalks, Bulb Outs, etc.) constructed as part of other projects for overall efficiency of project work.	$5,041,000
TOTAL ESTIMATED COSTS		**$6,341,000**

Exhibit A

Specific Capital Improvement Projects with Accessibility Features
FY 2015/16 Prospective Plan

CIP No.	Project Name	Project Description	Estimated Cost
K19006000	East Drainage Canal Multi-Use Trail	Construct a multi-use trail between the current terminus of the existing trail running parallel to the East Drainage Canal and Airport Road.	$553,000
T15065700	City College Bicycle/Pedestrian Bridge	Construct a bicycle/pedestrian bridge over existing railroad and light rail tracks to improve connectivity near Sacramento City College.	$3,852,000
T15116601	16th Street Streetscape – Phase 1	Construct sidewalk, curb ramps, curb and gutter, and install marked crosswalks along 16th Street between Fremont Park and N Street.	$79,000
T15136200	12th Street Streetscape – North B Street to Richards Boulevard	Construct sidewalk, curb ramps, curb and gutter on 12th Street between North B Street and Richards Boulevard.	$557,000
TOTAL ESTIMATED CIP COSTS			**$5,041,000**

City of SACRAMENTO 17
City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00850

Title: Proposed 90 Minute Parking Restriction on a Section of 57th Street (Adjourned from 10/06/2015)

Location: West side of 57th Street, from J Street to 119 feet south, District 3

Recommendation: Pass a Resolution regulating parking on a section of the west side of 57th Street with "90 Minute Parking 8:00am to 6:00pm Excluding Saturdays and Sundays".

Contact: Matt Winkler, Operations General Supervisor (916) 808-5579; Matt Eierman, Parking Services Manager (916) 808-5849, Department of Public Works

Presenter: None

Department: Public Works Department

Division: On-Street Parking Admin

Dept ID: 15001511

Attachments:

1-Description/Analysis

2-Resolution

3-Exhibit A (Map)

City Attorney Review

Approved as to Form
Gerald Hicks
9/28/2015 4:56:55 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 9/15/2015 10:21:03 AM

Description/Analysis

Issue: The first three parking spaces on the west side of 57th Street, south of J Street (see Exhibit A), are currently unrestricted, allowing students from Sacramento State University to park there for extended periods of time. The business owners next to those parking spaces would like to regulate them with 90 minute parking which will help provide convenient parking for their customers.

Policy Considerations: This recommendation supports the Central City Parking Master Plan goal to make parking safe, secure, attractive and convenient.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): The current proposal involves restrictions to parking. The proposal is not a "project" in accordance with Section 15378 of the California Environmental Quality Act Guidelines. The proposal does not have a potential for resulting in either direct or indirect physical changes in the environment. Therefore, as determined by the City's Environmental Services Planning Manager, no environmental review is necessary.

Sustainability Considerations: This action supports the City of Sacramento's sustainability goals to improve and optimize the transportation infrastructure.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: The first three parking spaces on the west side of 57th Street, south of J Street, are currently unrestricted and often occupied by students of Sacramento State University for extended periods of time. Regulating these parking spaces with "90 Minute Parking, 8:00 a.m. to 6:00 p.m., Excluding Saturdays and Sundays" will allow customers to find convenient parking near the adjacent businesses.

Financial Considerations: The cost to implement the recommended parking regulation is estimated to be $650. There are sufficient funds (Fund 1001) in the Parking Services Division operating budget.

Local Business Enterprise (LBE): Not applicable.

RESOLUTION NO.

Adopted by the Sacramento City Council

90 Minute Parking Restriction on a Section of 57th Street

BACKGROUND

A. Parking on the first three parking spaces on the west side of 57th Street, just south of J Street, is currently unrestricted and vehicles park for extended periods of time making it difficult for customers of neighboring businesses to find convenient parking.

B. Regulating parking with "90 Minute Parking, 8:00 a.m. to 6:00 p.m., Excluding Saturdays and Sundays" will provide short term parking for customers.

C. A vote was conducted for this request. The results were 67% in favor and 33% opposed.

D. There is sufficient funding within the Parking Services Division's FY2015/16 operating budget to implement the recommended parking regulation.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

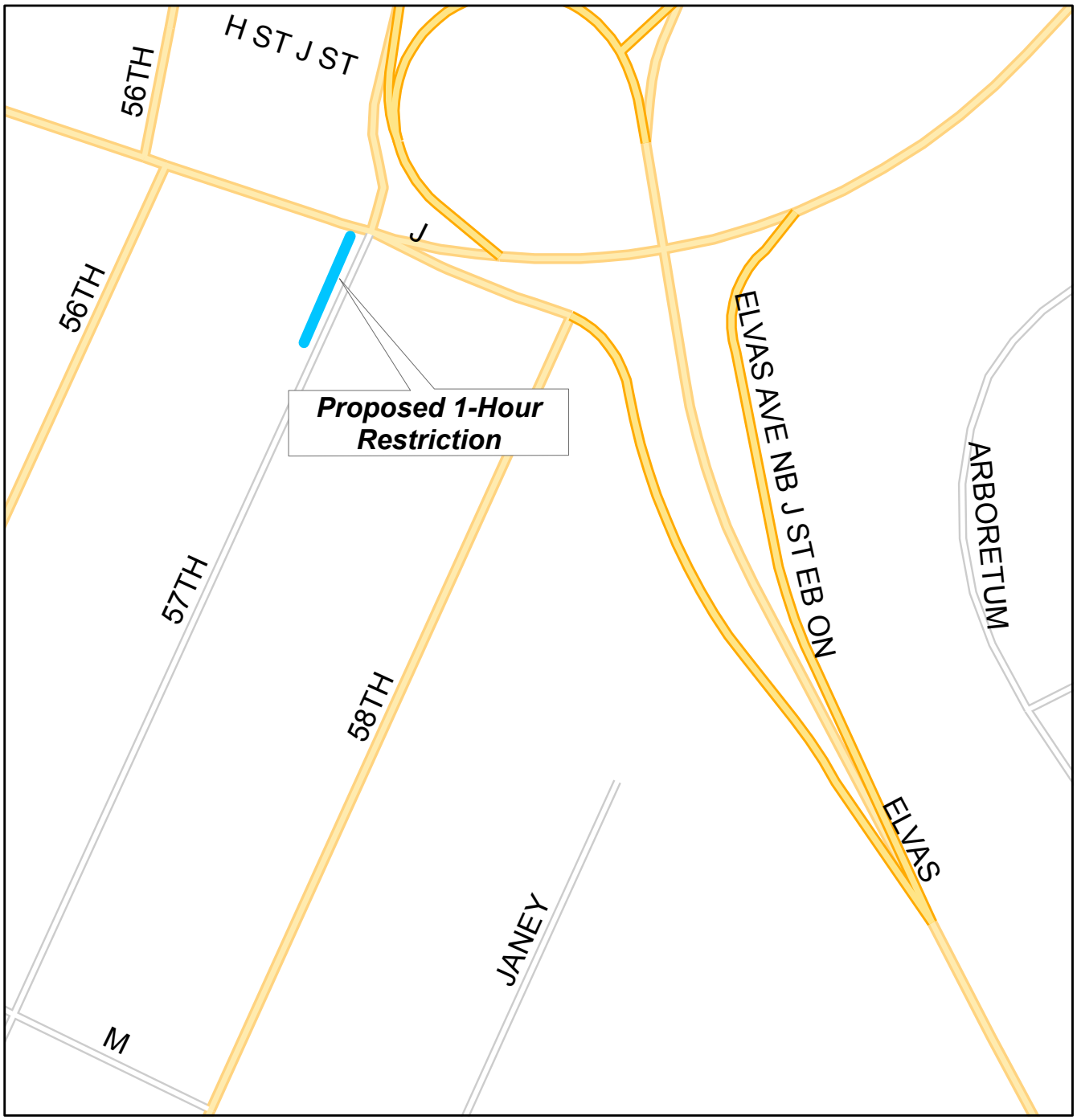
Section 1. The following street will be regulated with "90 Minute Parking, 8:00 a.m. to 6:00 p.m., Excluding Saturdays and Sundays."

- 57th Street, west side, from J Street to 119 feet south.

EXHIBIT A

LOCATION MAP FOR

PROPOSED 1-HOUR PARKING RESTRICTION ON 57TH STREET



Map Contact: Hamid Khalessi
Date: April 2015

City of SACRAMENTO
Department of Public Works

0 105 210 420 Feet

N

City of SACRAMENTO 18
City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00854

Title: Contract: Police Facilities Landscape Maintenance (Adjourned from 10/06/2015)

Location: Citywide

Recommendation: Pass a Motion awarding a one-year non-professional services agreement to Parker Landscape Development for maintenance of landscaping around three city police facilities for an amount not to exceed $49,814, with options to extend the agreement for up to two additional one-year periods. The total amount of the agreement, with optional extensions, will not exceed $149,442.

Contact: Jim Horton, Program Specialist, (916) 808-5567; Juan Montanez, Streets Manager, (916) 808-2254, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Maintenance Services Division

Dept ID: 15001611

Attachments:

1-Description/Analysis

2-Background

3-Agreement

City Attorney Review

Approved as to Form
Gerald Hicks
9/29/2015 11:22:06 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 9/17/2015 3:25:29 PM

Description/Analysis

Issue: The Maintenance Services Division of the Department of Public Works maintains the landscaping around three Sacramento Police Department facilities on an ongoing basis. In September 2015, an Invitation for Bid B16151681004 was issued to secure landscape maintenance services. City Council approval is necessary to award a non-professional services agreement to the lowest responsive and responsible bidder, Parker Landscape Development.

Policy Considerations: The recommendations in this report are consistent with Sacramento City Code Section 3.56 - Purchasing of Supplies and Services, and AP-4101 - Procurement of Non-Professional Services.

Environmental Considerations:

California Environmental Quality Act (CEQA): Under the California Environmental Quality Act (CEQA) guidelines, continuing administrative or maintenance activities do not constitute a project and are therefore exempt from review.

Sustainability Considerations: The streetscape maintenance services purchased under this contract will support the goals of the City of Sacramento's Sustainability Master Plan by improving and optimizing the transportation infrastructure. Further, maintenance of streetscapes contributes to the quality of life by promoting "greening" within the City.

Rationale for Recommendation: Four companies submitted responsive bids in response to Invitation for Bid No. B16151681004. Parker Landscape Development is the lowest responsive and responsible bidder.

Bidder	***Bid Total***	***LBE***
Parker Landscape Development	$149,442.00	Yes
Crossroads Diversified Services	$156,616.12	Yes
New Image Landscape	$182,850.00	Yes
Elk Grove Landscaping	$269,850.00	Yes

Financial Considerations: The amount of the initial one-year agreement will not exceed $49,814. The total amount of the agreement, with two optional one-year extensions, will not exceed $149,442. Landscape maintenance for Police facilities is funded out of the Department of Public Works' Streetscape Maintenance operating budget and reimbursed by the Sacramento Police Department.

There is sufficient funding available in the operating budget to support the projected maintenance requirements for Fiscal Year 2015/16. Extensions of the contract in

succeeding fiscal years shall be subject to funding availability in the adopted budgets for each fiscal year.

Local Business Enterprise (LBE): Parker Landscape Development is a Local Business Enterprise.

Background

In September 2015, Invitation for Bid B16151681004 was issued to procure landscape maintenance services for three City Police facilities, the William J. Kinney Police Facility, the 911 Call Center, and the Joseph Rooney Police Facility. Four responsive and responsible bids were received.

Based upon the results of that competitive solicitation, which may be found in the Bid Analysis below, staff recommends award of a one-year non-professional services agreement, with two optional extensions, to the lowest responsive and responsible bidder, Parker Landscape Development. The amount of the initial one-year agreement will not exceed $49,814. The total amount of the agreement, with two optional one-year extensions, will not exceed $149,442.

The total amount of the agreement, $149,442, includes $12,750 for additional maintenance and repairs not included in the agreement's scope of work. The amount is based upon the amount of additional work typically required to address damage caused by vandalism, pest infestations, unseasonably high or low temperatures, and other unforeseen causes. The amounts reflected as "Repair Crew Rates" in the Bid Analysis represent estimated totals established solely for evaluation purposes.

BID ANALYSIS

BID B16151681004 -- POLICE FACILITIES LANDSCAPE MAINTENANCE

Bid Item	PARKER LANDSCAPE DEVELOPMENT	CROSSROADS DIVERSIFIED SERVICES	NEW IMAGE LANDSCAPE	ELK GROVE LANDSCAPING
First Year	$45,624.00	$43,741.44	$48,432.00	$79,250.00
Second Year	$45,624.00	$44,616.12	$49,896.00	$79,250.00
Third Year	$45,624.00	$45,508.56	$52,532.00	$79,250.00
Repair Crew Rates	$12,750.00	$24,750.00	$32,190.00	$32,100.00
Bid Total	**$149,442.00**	**$150,685.31**	**$182,850.00**	**$269,850.00**
LBE Preference	-$7,472.10	-$7,930.85	-$9,142.50	-$13,492.50
Prompt Pay Discount	$0.00	$0.00	$0.00	$0.00
BID EVALUATION TOTAL	**$141,969.90**	**$158,616.12**	**$173,707.50**	**$256,357.50**

PROJECT #:

PROJECT NAME: Police Facilities Landscape Maintenance

DEPARTMENT: Public Works

DIVISION: Maintenance Services

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of_____, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

Parker Landscape Development,
Inc. 6251 Sky Creek Drive, Ste. A
Sacramento CA 95828

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

   Invitation to Bid
   Instructions to Bidders
   ✓ Local Business Enterprise (LBE) Requirements
   ✓ Drug-Free Workplace Policy and Affidavit
   ✓ Declaration of Compliance (Equal Benefits Ordinance)
   ✓ Declaration of Compliance (Living Wage Ordinance)
   ✓ Contractor's Bid Proposal Form
   ✓ Workers' Compensation Certificate
   ✓ Certificate(s) of Insurance
   ✓ Technical Specifications

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the

manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

6. **Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements. In addition, for services that constitute "public works" under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit A, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.

7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name: Jerry Way

Title: Director of Public Works
For: John F. Shirey, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Attachments

Exhibit A - Scope of Service
Exhibit B - Fee Schedule/Manner of Payment
Exhibit C - Facilities/Equipment Provided
Exhibit D - General Provisions
Exhibit E - Living Wage Requirements
Exhibit F - Non-Discrimination in Employee Benefits

CONTRACTOR:

Parker Landscape Dev Inc
NAME OF FIRM

52-2450493
Federal I.D. No.

248-8769-7
State I.D. No.

140622
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
✓ Corporation *(may require 2 signatures)*
_____ Limited Liability Company
_____ Other (*please specify:* _____)

Signature of Authorized Person

Connie J. Parker
Print Name and Title

Additional Signature *(if required)*

Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor:

Parker Landscape Development, Inc.

Address:

6251 Sky Creek Drive, Ste. A; Sacramento CA 95828

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.

3. If the amount of this Contract is less than $100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is $100,000 or more.

4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.

5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contact, and pursue all available legal and equitable remedies.

6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.

7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.

8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

_____ Date: 9-11-15
Signature of Authorized Representative

Print name: Connie Jo Parker

Title: Corp Sect

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor:

Parker Landscape Development, Inc.

Address:

6251 Sky Creek Drive, Ste. A; Sacramento CA 95828

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed

discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each

employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Connie Jo Parker _____ Date: 9-11-15

Signature of Authorized Representative

Print name: Connie Jo Parker

Title: Corp - Sect

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Sheryl Fox, Construction Inspector III
5730 24th Street, Bldg. 9
Sacramento CA 95822
916-808-4959 / sfox@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Tim Parker, President
6251 Sky Creek Drive, Ste. A
Sacramento CA 95828
916-383-4071 / tim@pankerland.biz

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Scope of Services.

Landscape maintenance and repair services for Police Facilities Landscape Maintenance, in accordance with IFB 16151681004 and the City of Sacramento Landscape Maintenance Services Standard Specifications and Provisions, LS-14. The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. Time of Performance

From November 1, 2015 through October 31, 2016, with the option to extend for up to two additional years. Extensions will be by mutual consent of both the City and Contractor.

4. Prevailing Wage Requirement. *[To be completed by the City Representative:]*

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 *et seq.* and are either ***[check one if applicable]***:

_____ Construction work in an amount exceeding $25,000; or

✓ Alteration, demolition, repair, or maintenance work in an amount exceeding $15,000.

If either line is checked above, this Agreement is subject to the provisions of Sacramento City Code section 3.60.180 which requires, among other things, that CONTRACTOR pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. If payment of the prevailing rate of wages if required, CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subagreement. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

Attachment 1

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

B16151681004

MASTER MAINTENANCE PERFORMANCE SCHEDULE

CONTRACT: POLICE FACILITIES SSA#: 1001 AREA SIZE: _____ SQ FT. _____ ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITES SERVICED									
TURF									
MOW									**DIRECTIONAL CHANGE AS NEEDED**
FERTILIZE							**6**		**FEB, MAR, APR, JUN, AUG, OCT**
MECHANICAL EDGE								X	**(NO COMBO WEED AND FEED)**
CHEMICAL EDGE								X	
AERATE							**3**		**April, June, August- Submit schedule and**
RE-SEED								X	**perform prior to fertilizer app.**
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**2**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							**2**		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									
SEE SITE SPECIFICATIONS FOR ADDITIONAL DETAILS									
THESE ARE MINIMUM REQUIREMENTS- REFER TO THE LS-14 FOR ADDITIONAL CONTRACT COMPLIANCE									

B16151681004

MASTER MAINTENANCE PERFORMANCE SCHEDULE

CONTRACT: **POLICE FACILITIES** SSA#: _____ AREA SIZE: _____ SQ FT. _____ ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									**Contractors maintaining the City's street-**
									scapes are expected to provide a level
TURF									**of service necessary to maintain the**
MOW									**landscape and non-landscapes areas**
FERTILIZE									**in the professional manner expected,**
MECHANICAL EDGE									**even if the frequency exceeds the**
CHEMICAL EDGE									**minimum required by the Contract**
AERATE									**Specifications. Contract Specs are**
RE-SEED									**results-based not effort-based.**
IRRIGATION SYSTEM									**There is a higher level of maintenance**
CHECK									**service expectation to be provided by**
ADJUST TIMING									**all facility Captains and Lieutenants.**
									Mandatory for Supervisors to check the
GROUND COVER									**crews performance weekly.**
FERTILIZE									
PRUNE									**All communications shall pass through**
WINTER MOW									**Streetscapes staff to insure transparency and**
									consice direction is given and documented.
SHRUBS									
PRUNE									
FERTILIZE									
CULTIVATE									
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT									
OTHER									
SEE SITE SPECIFICATION FOR ADDITIONAL DETAILS									

B16151681004

MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: **911 COMMUNICATIONS CENTER** SS#: 6730 AREA SIZE: 64,250 SQ FT. 1.47 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATION*)

Physical Address: 7397 SAN JOAQUIN RD- EAST OF 65TH EXPRESSWAY

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									GATED ACCESS- CALL BOX AT GATE/DOOR
									TO GET INTO BUILDING: 277-1790/DOOR
TURF									
MOW									DIRECTIONAL CHANGE AS NEEDED
FERTILIZE							**6**		FEB, MAR, APR, JUN, AUG, OCT
MECHANICAL EDGE									(NO COMBO WEED AND FEED)
CHEMICAL EDGE									
AERATE							**3**		April, June and August- submit schedule
RE-SEED								X	
IRRIGATION SYSTEM (NETAFIM AND SOME POP-UP) ESP RAINBIRD									
CHECK									**FROM CONTROLLER ONLY (LOCKED)**
ADJUST TIMING									VISUAL INSPECTION WEEKLY
									KEY MUST BE SIGNED OUT FROM STSS
GROUND COVER									
FERTILIZE							**2**		MAR (slow release) SEPT (cool season)
PRUNE							**2**		KEEP FROM GROWING ONTO
WINTER MOW									SIDEWALK/CURB LINES
									KEEP PLANT SPECIES PRUNED SEPARATE
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MAR (slow release) SEPT (cool season)
CULTIVATE									**WALL VINE** TO BE KEPT AT A MINIMUM
									12" BELOW THE TOP OF WALL LINES.
DEBRIS									
LEAF PICK-UP									IF CARS ARE IN STALLS, LEAVES MUST STILL
LITTER AND OTHER DEBRIS PICK-UP									BE REMOVED. PARKING LOTS ARE WEEKLY.
WEED CONTROL									
HAND WEEDING									FESCUE DRAIN AREA ADDRESSED WEEKLY
PRE-EMERGENT/ POST-EMERGENT							**2**		Early MARCH, Early MAY- SUBMIT SCHEDULE
OTHER									
THERE ARE FOUR (4) INSIDE ATRIUMS. WATCH DOORS PROPPED OPEN BY ROCKS OR CONES FOR ACCESS. IF LOCKED USE NUMBER PROVIDED OR USE CALL BOX AT FRONT DOOR									
BAMBOO AND ALL ATRIUMS ARE TO BE KEPT AT A HIGH STANDARD AND MANICURED. FESCUE DRAINAGE AREA SHALL BE WEED FREE AND CUT AFTER SEEDS DROP ALSO IN OCT									
STREETSIDE LANDSCAPE WAS INSTALLED IN 2011. GRASSES ARE TO BE KEPT CLEAN, PLANT MATERIAL KEPT UP AND ROCK AREA CLEANED AT ALL TIMES.									

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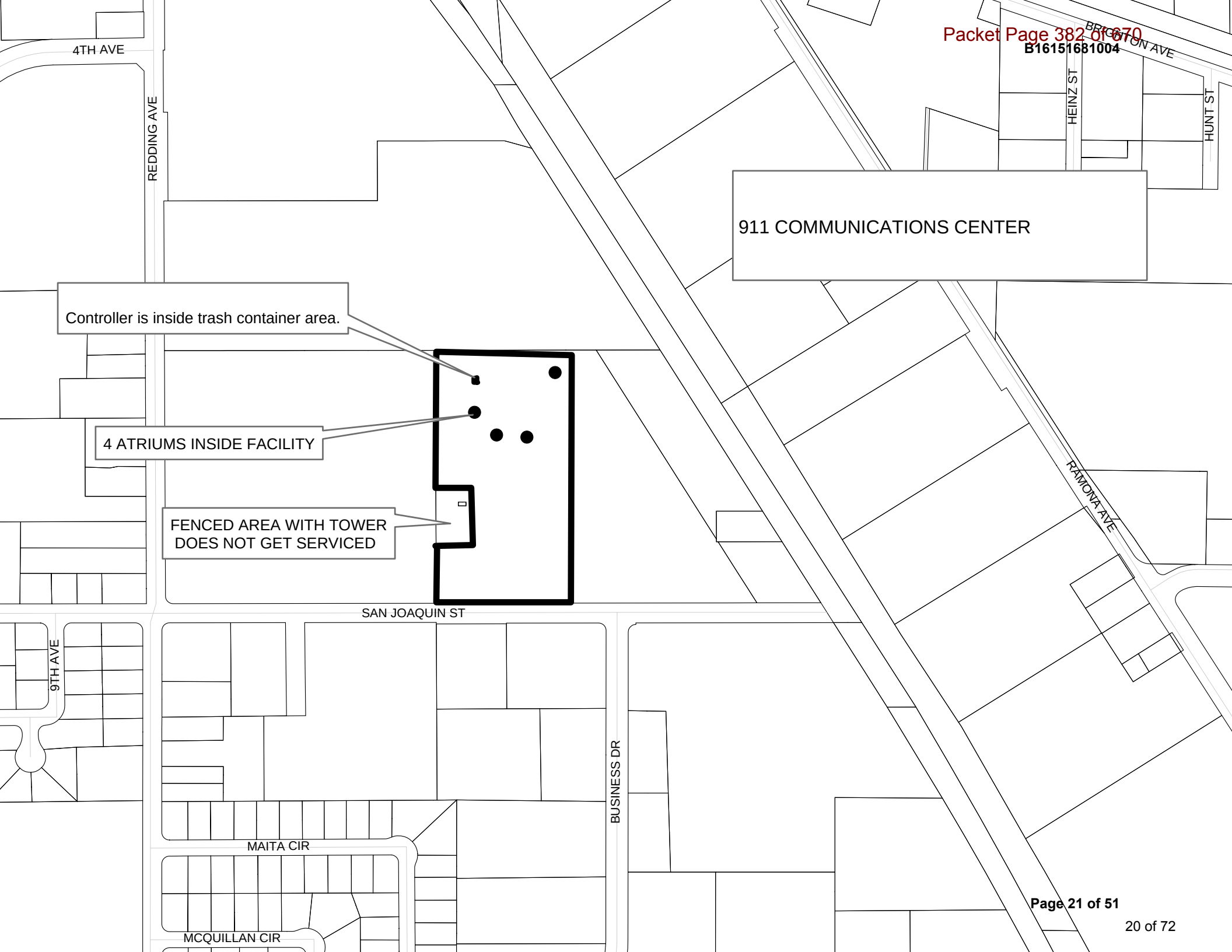

B16151681004

MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: **William J. Kinney Police Facility** SS#: 6731 AREA SIZE: _____ SQ FT. _____ ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATION*)

PHYSICAL ADDRESS: 3550 MARYSVILLE BLVD (ENTIRE CITY BLOCK, INSIDE GATE AND OUTSIDE)

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									GATE ACCESS: CALL NUMBER ON GATE
									Shop: 566-6477 or Inside: 566-6407
TURF									
MOW									Do not leave grass clippings behind.
FERTILIZE							**6**		No mulch mowing.
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE							**3**		APRIL, JUNE AND AUG- SUBMIT SCHEDULE
RE-SEED								X	
IRRIGATION SYSTEM (inside concrete trash enclosure- wall mounted)									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION WEEKLY
									2" RP- South Ave. by gate entrance
GROUND COVER									
FERTILIZE							**2**		
PRUNE							**2**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		Landscape area along the rear of building
FERTILIZE							**2**		to be kept presentable and trimmed.
CULTIVATE									Lantana and Myrtle- report stress
DEBRIS									
LEAF PICK-UP									ENTIRE facility is to be kept up with leaf and
LITTER AND OTHER DEBRIS PICK-UP									debris removal weekly. If vehicles
									are parked in stalls, sweeping piles is still
									mandatory.
WEED CONTROL									
HAND WEEDING									DG and bare areas to be kept weed free
PRE-EMERGENT/ POST-EMERGENT							**2**		Early MARCH, Early MAY- SUBMIT SCHEDULE
OTHER									
Outside perimiter shall be walked and cleared of trash accumulation and insure plant material is kept up and trimmed within the sidewalk/curb lines									
Careful watering schedule on valves that operate the South Ave turf, too much will cause run off and a hazard. The system is drip- other than the turf.									

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MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: **JOSEPH ROONEY POLICE FACILITY** SS#: 6732 AREA SIZE: _____ SQ FT. _____ ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATION*)

PHYSICAL ADDRESS: 5303 FRANKLIN BLVD.

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									GATE ACCESS: (916) 277-6061 OR POSTED
TURF									
MOW									Monitor irrigation by the controller to insure
FERTILIZE							**6**		no broken heads throughout, and keep
MECHANICAL EDGE									a close eye along the turf and building so
CHEMICAL EDGE									water does not get into the building.
AERATE							**3**		April, June and August- Submit Schedule
RE-SEED								X	
IRRIGATION SYSTEM (inside gate along North side of building)									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION WEEKLY
									Drip other than turf- RP located on patio
GROUND COVER									
FERTILIZE							**2**		Property Line along the South West of site
PRUNE							**2**		is to be kept sucker growth free and remove
WINTER MOW									any limbs that drop.
SHRUBS									
PRUNE							**6**		Wall vine (Fig/Ficus) trimmed 2x a month
FERTILIZE							**2**		not to allow to grow onto building at all.
CULTIVATE									**Keep manicured and away from air grates**
DEBRIS									
LEAF PICK-UP									Remove ALL leaves weekly. Cars may be in
LITTER AND OTHER DEBRIS PICK-UP									parking stalls, but must still be done.
WEED CONTROL									
HAND WEEDING									Patio is included in maintenance agreement.
PRE-EMERGENT/ POST-EMERGENT							**2**		NO BLOWERS- sweep patio of debris.
									Also includes enclosed patio on east side
OTHER									**of building**
Should you have access issues, call inspection staff immediately- we can get you in. Access issues are not acceptable for non-service to inside areas.									
Lieutenant pays very close attention to detail on the landscape service expected.									

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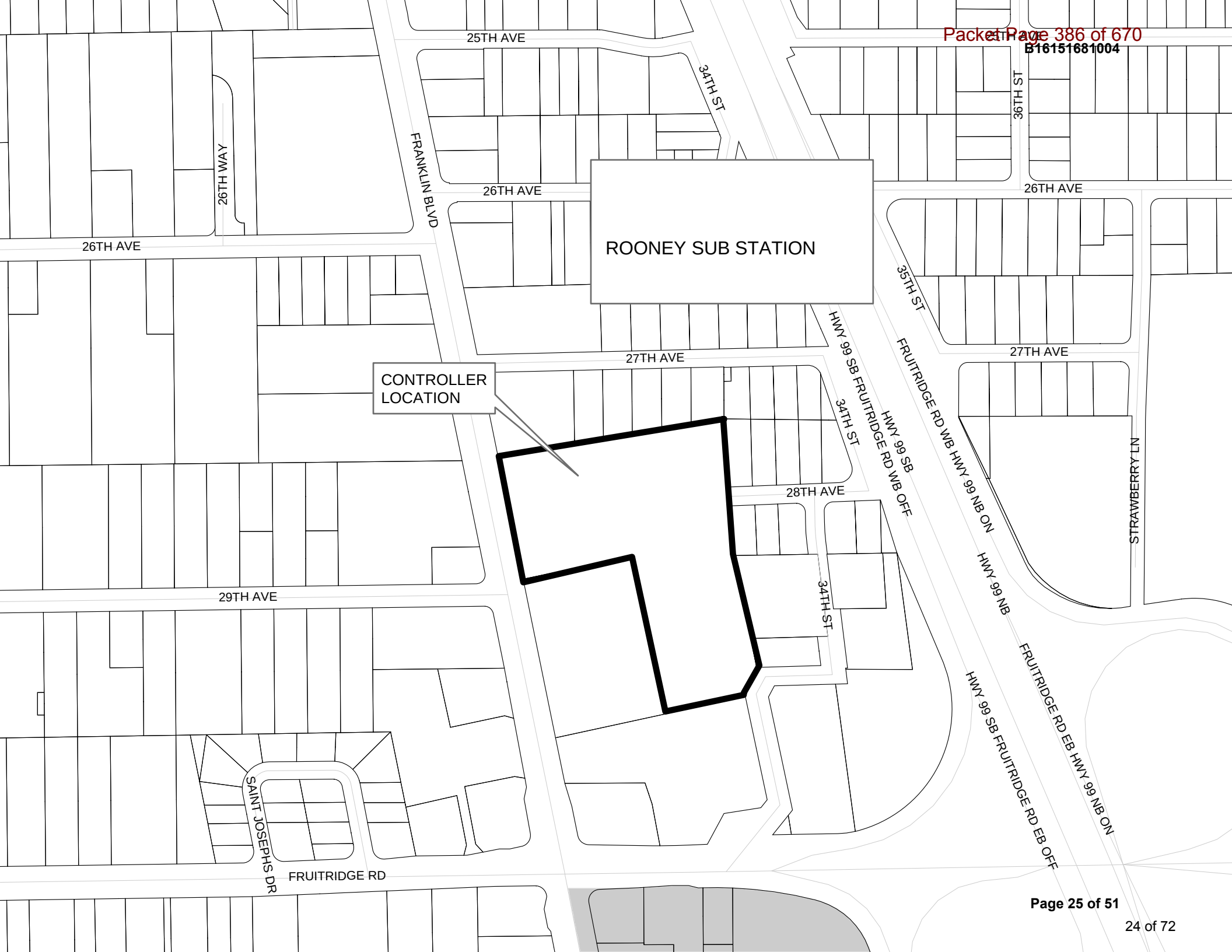

LANDSCAPE PRACTICES FOR SUSTAINABILITY

Contractors providing landscape maintenance service for the City are encouraged to employ sustainable landscape management practices, whenever practicable, including but not limited to, integrated pest management, plant material-cycling, low water volume irrigation, composting and use of mulch and compost.

All irrigation shall be in compliance with the City Water Ordinance, see Attachment A6 in LS10, for a copy of the ordinance.

Lawn mowing shall be done to a minimum height of two (2) inches, using a mulching type mower.

Bark mulch maybe supplied by the City's Urban Forest from their operations. In this case, the Contractor shall provide the labor only for possible pick up, delivery and spreading of the mulch.

Whenever possible, debris as a result of plant material clean up, weed removal or pruning shall be taken to a recyclable green waste facility.

Replacement plants for existing areas; Contractor shall provide suggestions to minimize waste by choosing species that are appropriate to the micro-climate species that can grow to their natural size in the space allotted them. Native and drought tolerant plants that require no or minimal watering once established are preferred

STANDARD WATER QUALITY SPECIFICATIONS

Water Quality Control

These requirements consist of regulations contained in the National Pollution Discharge Elimination System (NPDES) Stormwater Permit issued to the City.

1. Dust Control

The Contractor shall comply with all City and County of Sacramento air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes, specified in the Government Code. The Contractor shall be responsible for the control of dust within the limits of the project at all times including weekends and holidays in addition to normal working days. The Contractor shall take whatever steps are necessary or required by the Engineer to eliminate the nuisance of blowing dust **without causing sediment, debris or litter to enter the City storm drain system**.

2. Erosion, Sediment, and Pollution Control

The Contractor shall be responsible for controlling erosion and sedimentation within the limits of the project at all times during the course of construction including evenings, weekends and holidays in addition to normal working days. The Contractor shall prevent sediment and construction debris from entering the City storm drain system.

The Contractor shall provide the following erosion, sediment, and pollution control Best Management Practices (BMPs) when and where applicable (also see attached details):

1. Filter Bags in and Gravel bags around any storm drain inlets which receive runoff from the limits of the construction zone, including storage and staging areas. Alternative storm drain inlet protection BMPs can be used with approval of the Engineer.
2. Covering of material piles and/or gravel berm (or approved equal) around material piles as required to prevent migration of material to gutters or storm drains.
3. Gutter flow lines are to be kept unimpeded and free of soil, debris and construction materials at all times.
4. Stabilized construction entrance at any soil to concrete/asphalt interface used by Contractor vehicles and equipment.
5. Silt fences, fiber rolls or approved equal at any soil to concrete/asphalt interface at which soil may be washed onto the concrete/asphalt.

   Wash water, slurry and sediment from concrete or asphalt saw cutting operations shall not be allowed to enter the City storm drain system, but instead must be collected and disposed of, by the Contractor, in some manner approved by the Engineer.

   The Contractor is required to implement, at a minimum, the following housekeeping practices: site cleanup, solid waste management, material storage and delivery area, concrete waste management, and spill prevention and control.

6. Site Cleanup: The Contractor shall keep the project site clean and free of dust, mud, and debris resulting from the Contractor's operations. Daily clean up throughout the project shall be required as the Contractor progresses with the work. Extra precautions and clean up efforts shall be made prior to weekends and holidays.

Daily or as needed, all paved areas within the limits of the project shall be cleaned and free of sediments, asphalt, concrete and any other construction debris. The Contractor will not be allowed to clean sediment and debris from the street by using water to wash down streets. The streets will be allowed to be washed only after the streets have been thoroughly swept and/or vacuumed and inlet protection has been placed at all storm drain inlets to catch any remaining sediments from the streets.

Spillage of earth, gravel, concrete, asphalt, or other materials resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. If site is not kept sufficiently clean the City will take measures to clean it and back charge the Contractor.

7. Solid Waste Management: Contractor shall maintain a clean construction site. Contractor shall provide designated areas for waste collection. The waste collection areas shall be leak-proof containers with lids or covers. Site trash shall be collected daily and placed in the disposal containers. The Contractor shall make arrangements for regular waste collection. The Contractor shall also regularly inspect the waste disposal areas to determine if potential pollutant discharges exist.

8. Material Storage and Delivery Area: Contractor shall provide one central material storage and delivery area (MSDA) for the duration of the project. This area shall be protected such that runoff will not be allowed to leave the MSDA site. The Contractor shall regularly inspect the MSDA site to ensure that any hazardous or non-hazardous materials have not spilled.

9. Concrete Waste Management: The Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including left-over concrete and material from washing out the concrete truck, shall not be disposed or washed into the storm drain system . If a designated on-site area is provided, the site shall be bermed to allow the concrete to dry. The dried concrete waste shall be removed and disposed of properly by the Contractor at his expense.

10. Spill Prevention and Control: The Contractor shall be responsible for instructing employees and sub-contractors about preventing spills of hazardous materials, including equipment fuel, and controlling spills if they occur. Proper spill control and cleanup materials and procedures shall be kept on site near the storage and equipment fueling areas and updated as materials change on site. Contractor will be held strictly responsible for the prevention, clean-up and consequences of any hazardous materials spills.

Throughout the duration of the project the Contractor will be required to inspect and maintain, in effective condition, all erosion, sediment, and pollution control BMPs before and after each storm event and as needed. The contractor shall immediately correct or replace any ineffective BMPs.

More information about control measures and housekeeping practices can be obtained by referring to the City of Sacramento's Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control available at 1395 35th Avenue, Sacramento, CA 95822.

The Contractor shall prepare and submit an erosion, sediment and pollution control plan (ESC Plan) to the Engineer for review, *(Note to project manager: section number may vary. Revise as needed.)* per Section I, Review of Contractor's Information, of these Special Provisions. The

submittal shall include a description of all erosion, sediment and pollution control BMPs proposed to be used to prevent sediment and other sources of pollution from entering the City storm drain system as well as a site plan showing their placement. The ESC Plan shall be submitted a minimum of 48 hours prior to start of the work. **The Contractor will not be allowed to begin work until an accepted ESC Plan is on file with the Engineer**. The erosion, sediment and pollution control plan shall be updated as necessary and re-submitted to the Engineer.

3. Enforcement

Per City Code Sections 15.88, 13.16 and 1.28, the Contractor shall be subject to Notices of Violation (NOVs) resulting in possible Stop Work Orders and Administrative Penalties of up to $4,999 per day for non-compliance of this section of the Special Provisions.

Per the State's Porter Cologne Water Quality Act, the Contractor shall also be subject to inspection by Staff from the Central Valley Regional Water Quality Control Board who have the authority to issue Notices of Violation (NOVs) and Penalties of up to $10,000 per day for non-compliance. The Contractor shall be liable for any fines issued to the project by the State or Federal Government for NPDES non-compliance due to Contractor negligence.

The City reserves the right to take corrective action and withhold the City's costs for corrective action from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.
Any fines, including third-party claims, levied against the Agency as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.

ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE

Title 12 STREETS, SIDEWALKS AND PUBLIC PLACES
Chapter 12.20 CLOSURE OF PRIMARY STREETS FOR CONSTRUCTION

12.20.010 Definitions.

The following terms used in this chapter shall have the meanings set forth below:

"City working hours" means 7:00 a.m. to 6:00 p.m., Monday through Friday, legal holidays excepted.

"Director" means the director of public works or utilities departments of the city of Sacramento or his or her authorized representative(s).

"Emergency repairs" means repairs to a utility facility located in or adjacent to a primary city street that must be performed immediately when the necessity arises to safeguard life or property or maintain continued operation of the facility.

"Facility" means a marked or otherwise identified underground or existing above-ground improvement or structure.

"Known facility" means any facility that can be observed visually, is marked correctly in the field or is shown correctly on any contract, plan or permit document.

"Person" means any person, firm, company or governmental agency, including any person performing work under a contract between the person and the city.

"Public Easement" means any easement or right-of-way owned or controlled by a public agency or by a public utility.

"Traffic engineering services office" means the office responsible for providing traffic engineering services for the public works department of the city of Sacramento, 1000 I Street, Suite 170, Sacramento, CA., phone (916) 264-5307, fax (916) 264-8404.

"Work" means all work performed under a notice to proceed for a private development project, a capital improvement project or other contract with the city or for which a revocable permit, encroachment or excavation permit or temporary street closure permit is required. Work also means all work performed without one or more of the aforementioned permits or authorizations, but for which one or more of the aforementioned permits or authorizations are required. (Ord. 2002-004 § 1, 2002; Ord. 98-002 § 2 (part): prior code § 25.04.069)

12.20.020 Closure of streets for work—Traffic control plan.

A. Except when performing emergency repairs, no person shall perform any work that will obstruct vehicular or pedestrian traffic on a city street unless a traffic control plan has been approved by the director.

B. Emergency repairs that obstruct vehicular or pedestrian traffic on a city street, shall be reported to the traffic engineering services office not later than one hour after the need for the emergency repairs is determined. If the emergency repairs obstruct vehicular or

pedestrian traffic on a city street outside of city working hours, the city traffic engineering services office shall be notified of the closure or obstruction not later than nine a.m. on the next working day.

C. All work requiring a traffic control plan shall conform to the conditions and requirements of the approved plan.

D. Where a traffic control plan is required, the approved plan must be available at the site for inspection by the director during all work.

E. If the director determines that actual traffic conditions under the approved plan are hazardous to public safety, the director may require the plan to be immediately modified. If the hazardous conditions cannot be eliminated by plan modification the director may require work under the plan to be stopped, and the plan suspended, until the safety hazard is remedied. (Ord. 2002-004 § 2, 2002: Ord. 98-002 § 2 (part): prior code § 25.04.069-1)

12.20.030 Traffic control plan—Requirements.

A. Application. Before approving a traffic control plan, the director shall require a written submission of a proposed traffic control plan that includes the following information:

1. The name and business address of the applicant.

2. A diagram showing the location of the proposed work area.

3. A diagram showing the location of areas where the public right-of-way will be closed or obstructed.

4. A diagram showing the placement of traffic control devices necessary to perform the work.

5. The proposed phases of traffic control.

6. The time periods when the traffic control will be in effect.

7. The time periods when work will prohibit access to private property from a public right-of-way.

8. A statement that the applicant will comply with the city's noise ordinance during the performance of all work.

9. A statement that the applicant understands that the plan may be modified by the director at any time in order to eliminate or avoid traffic conditions that are hazardous to the safety of the public.

B. Upon receiving a complete proposed traffic control plan, the director shall either approve, approve with modifications or disapprove the plan.

C. If the work to be performed under the approved traffic control plan is not commenced and completed within the times specified in the plan, the plan shall be deemed to

have expired, and shall be void, and a new plan shall be required prior to commencing or continuing work. (Ord. 2002-004 § 3, 2002: Ord. 98-002 § 2 (part): prior code § 25.04.069-2)

12.20.040 Maintenance of construction areas.

A. No person performing work shall cause any public right-of-way, public street, public property or public easement to be covered with construction related trash, debris, garbage, waste material or soil. Public rights-of-way, public streets, public property and public easements affected by work must be cleaned to the satisfaction of the director prior to re-opening these areas to the public.

B. Trench plates shall not be utilized for more than three calendar days in one location and temporary surfacing shall not be utilized for more than five calendar days in one location without prior written approval of director. (Ord. 2002-004 § 4, 2002)

12.20.050 Repair of traffic control systems.

All persons performing work shall repair or replace, to previous condition or better, all existing traffic control system markers or devices that are damaged or destroyed during work within three calendar days of the completion of work in the immediate area unless written direction extending the time period or relieving the persons performing work of this obligation is provided by the director. (Ord. 2002-004 § 5, 2002)

12.20.060 Care of existing known facilities.

All persons performing work shall take reasonable precautions not to damage or destroy existing known facilities. (Ord. 2002-004 § 6, 2002)

12.20.070 Public notification of work.

All persons performing work shall conform to any public notification requirements included in the permit, contract documents, or approved plans. If notification is required, at a minimum, persons performing work shall notify residents and businesses immediately adjacent to the project work in writing two working days in advance of beginning work. The notice shall be approved by the director, shall describe the work to be performed, the anticipated duration of construction, and the name and daytime telephone number of the person performing the work. (Ord. 2002-004 § 7, 2002)

12.20.080 Violation—Administrative penalties.

A. Administrative Penalties. The director may issue an order imposing an administrative penalty to any person violating any provision of this chapter.

1. Notwithstanding any contrary provision of this code, each day a violation of the following code provisions occurs shall constitute a separate violation, and shall be subject to a separate penalty:

a. Section 12.20.020(B).

b. Section 12.20.020(D).

c. Section 12.20.040.

d. Section 12.20.050.

e. Section 12.20.060.

f. Section 12.20.070.

2. Notwithstanding any contrary provision of this code, each fifteen (15) minute period that a violation of the following code provisions occurs shall constitute a separate violation, and a separate administrative penalty may be imposed for each violation:

a. Section 12.20.020(A).

b. Section 12.20.020(C).

3. The administrative penalty for each violation of any provision of this chapter shall be one thousand dollars ($1,000.00). Violations of a specific section of this chapter by the same person occurring during the same work but located in different blocks or located in the same block but occurring on different days or at different times on the same day shall constitute separate violations for which separate administrative penalty orders may be issued.

4. If a person performing work under a contract between the person and the city violates any provision of this chapter, the city may deduct the amount of any administrative penalties imposed hereunder from any funds otherwise payable to the person under the contract.

5. In addition to the aforementioned penalties, the city may withhold issuance of permits for encroachment or excavation in a city street (issued pursuant to Chapter 3.76 or Chapter 12.12 of this code) to any person receiving a final administrative penalty order for a violation of any specific provision of this chapter three times within a two year period; the city may withhold issuance of permits for a period of not longer than two years after said administrative penalty orders are final. Multiple administrative penalty orders issued for continuing violations occurring on the same calendar day shall be considered one administrative penalty order for purposes of this section.

B. Imposition of the Administrative Penalties. The administrative penalty order shall be imposed in accordance with the provisions of Section 1.28.010 of this code, and shall contain the following:

1. The name and address of the violating party, if known;

2. The location, date and time of the violation;

3. A description of the act(s) or condition(s) violating this chapter;

4. The amount of the administrative penalty, with instructions for submitting payment to the city;

5. A statement indicating that the administrative penalty may be appealed, in accordance with the provisions of Section 1.28.010(D)(4) of this code, by filing a written

notice of appeal with the city clerk no later than twenty (20) days after the order is issued to the violator;

6. A statement indicating that the order imposing the administrative penalty shall be final if it is not appealed within the time required;

7. A statement indicating that a party upon whom a final administrative penalty has been imposed may seek review of the order imposing the penalty pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6.

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B16151681004

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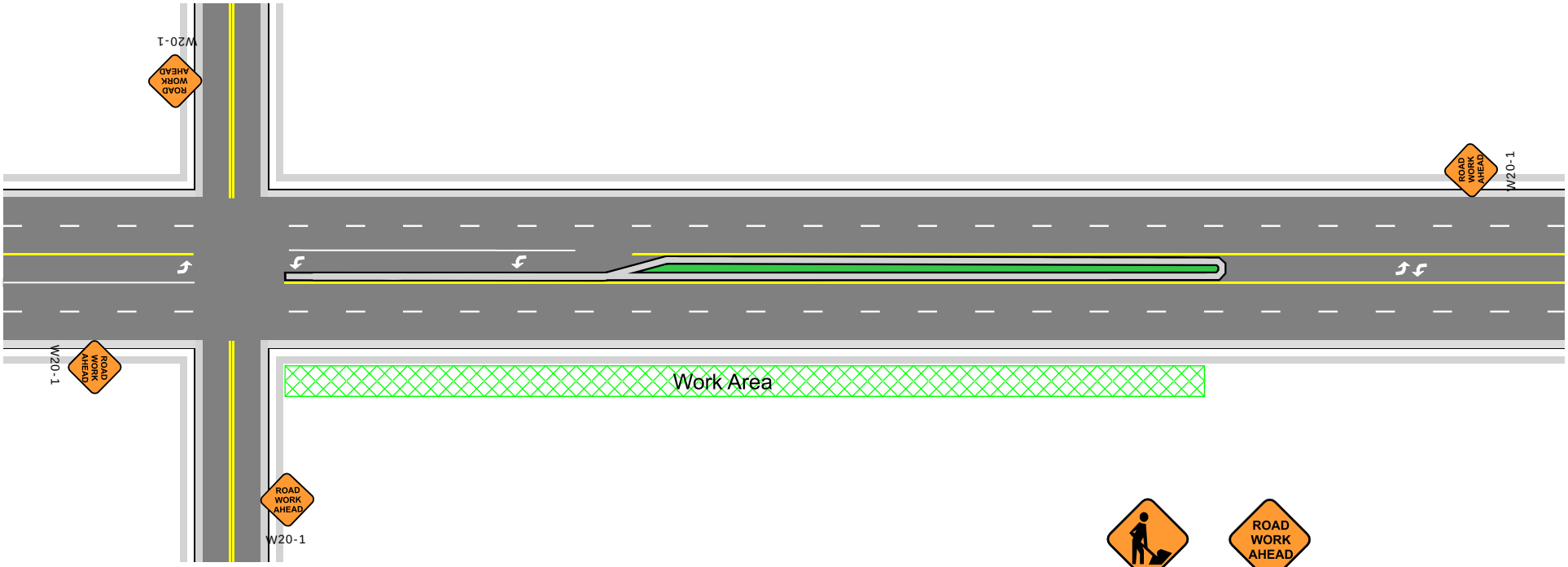

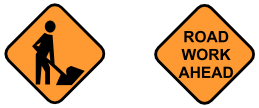

W21-1a W20-1

Either sign sign is acceptable.

City of SACRAMENTO Department of Public Works	**Date:** 7/1/2014 **Author:** Streetscape Maintenance **Project:** TYPICAL TEMPORARY TRAFFIC CONTROLS FOR WORK ON SIDE OF ROAD
	Comments: Typical temporary traffic control placement for streetscape maintenance work on side of road, with no lane closure. All work must be contained to side of road, workers are not to step into traffic lanes. Actual placement of signs and cone spacing will be dictated by traffic volume, speed, and other factors. Refer to CA MUTCD.

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $_____49,814.00_____.

2. **Billable Rates.**

CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

B. All invoices submitted by CONTRACTOR shall contain the following information:

(1) Job Name
(2) Description of services billed under this invoice, and overall status of project
(3) Date of Invoice Issuance
(4) Sequential Invoice Number
(5) CITY's Purchase Order Number
(6) Total Contract Amount
(7) Amount of this Invoice (Itemize all Reimbursable Expenses)
(8) Total Billed to Date
(9) Total Remaining on Contract
(10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Requests for payment shall be sent to:

PW Maintenance Services
5730 24th Street, Bldg. 9
Sacramento CA 95822

Attn: Sheryl Fox

5. Additional Services. Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.

6. Accounting Records of CONTRACTOR. During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. Taxes. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

Attachment 1

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE / MANNER OF PAYMENT

B16151681004

PRICING SCHEDULE
City of Sacramento
Police Facilities Streetscapes Maintenance

This bid is for ALL Three (3) site locations on the attached performance schedules. All columns must be completed correctly for the bid to be considered responsive. The contract term is for one (1) year with the option to extend for Two (2) optional years. The City reserves the right to add or delete locations to the scope of the work during the contract term.

LINE ITEM	LOCATION	FIRST YEAR SCHEDULED MAINTENANCE			SECOND YEAR SCHEDULED MAINTENANCE			THIRD YEAR SCHEDULED MAINTENANCE		
		MONTHLY PRICE	X	YEARLY PRICE	MONTHLY PRICE	X	YEARLY PRICE	MONTHLY PRICE	X	YEARLY PRICE
1	911 Communications Center	1283	12	15396	1283	12	15396	1283	12	15396
2	William J. Kinney Police Facility	1221	12	14652	1221	12	14652	1221	12	14652
3	Joseph Rooney Police Facility	1298	12	15576	1298	12	15576	1298	12	15576
TOTAL OF YEARLY SCHEDULED MAINTENANCE PRICES (*Sum of yearly prices for all locations, above*)		FIRST YEAR SCHEDULED MAINTENANCE SUBTOTAL		45624	SECOND YEAR SCHEDULED MAINTENANCE SUBTOTAL		45624	THIRD YEAR SCHEDULED MAINTENANCE SUBTOTAL		45624
REPAIR CREW RATES (*From total calculated on page "Repair Crew Rates"*)		CREW RATES TOTAL		4190	CREW RATES TOTAL		4190	CREW RATES TOTAL		4190
YEARLY TOTAL (*Sum of Maintenance Subtotal and Repair Crew Rates, above*)		**FIRST YEAR TOTAL**		49814	**SECOND YEAR TOTAL**		49814	**THIRD YEAR TOTAL**		49814

BID TOTAL (*Sum of First, Second, and Third Year Totals*) 149442

COMPANY:	SIGNATURE:	DATE:
Parker Landscape Dev. Inc		9-2-13

REPAIR CREW RATES
City of Sacramento Streetscapes

Contractor is to furnish the City of Sacramento hourly rates for repairs and maintenance work, in accordance with the following specifications and provisions.

All repair work shall have prior written authorization from the City on form issued upon award. Repair work is requested on an as-needed basis and the Contractor is not guaranteed all such work in areas where Contractor is currently providing landscape services to the City. The amount of time each repair job may take is subject to negotiation with the City. Rates offered below would be a major determinant in whether repair work will be furnished by the Contractor providing contract services in the same area. Should repair work not be provided by the Contractor, said Contractor may be required to coordinate with the City and another Contractor of the City's choosing in order to complete repairs.

The hourly crew rate quoted shall include all Contractor costs for wages, insurance, overhead and equipment. Fees for materials shall include Contractors lowest / best purchase price, plus tax and markup. Invoices are to be provided upon request.

Item #1 – **GENERAL GARDENING CREW RATE** **(TWO PERSON CREW)**

Provide general gardening services, as required, i.e. plant and special cleanups, pruning and work as such. $ 18 per hour

Item #2 – **SPECIALTY IRRIGATION RATE** **(IRRIGATION TECHNICIAN ONLY)**

Provide irrigation repair for valves, solenoids, controllers, lateral and main line breaks and sprinkler replacement. If a helper is required, one and a half (½) times of the General Gardening Crew Rate will be used. **Helper rate must be pre Authorized by Inspector.** $ 30 per hour

Item #3 – **EMERGENCY RESPONSE**

In the event and immediate response is required outside normal working hours of 7:30am to 4pm, Monday to Friday, the Streetscapes inspector may authorize an Emergency PER CALL RATE OF NOT TO EXCEED ONE AND ONE HALF (1 ½) TIMES THE HOURLY SPECIALTY IRRIGATION RATE.

#4 – PERCENTAGE MARKUP ON MATERIALS

Percentage increase over the best/lowest cost, including Contractor discounts, paid by Contractor for materials approved for replacement or installation. PERCENTAGE MARKUP SHALL NOT BE USED FOR DUMP FEES, EQUIPMENT RENTALS OR ANY OTHER NON-MATERIAL ITEMS. 5 %

BID CALCULATION FOR REPAIR CREW RATES: Use the crew rates and material markup rate offered, above, to calculate the evaluation bid amount, below. *The estimated hours and dollar amount shown above are for bid evaluation purposes only and do not represent what the bidder may or may not earn if awarded the contract.*

General Gardening Crew Rate(*Item # 1)* x 80 hours = $ 1440
Specialty Irrigation Rate (*Item # 2*) x 80 hours = $ 2400
Materials Markup (*Item # 4)* x $7,000 = $ 350 *(amount of mark up only)*

(TOTAL) $ 4190

ENTER ABOVE TOTAL ON THE MAINTENANCE PRICING SCHEDULE PAGE WHERE INDICATED
8/11/14

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

✓ Not furnish any facilities or equipment for this Agreement;

or

_____ Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. **Independent Contractor**.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR

sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento

Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services render by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of

activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

> "I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

> Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

> "I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

(2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

(3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (This number will be provided by EBIX after Agreement approval.)
PO Box 257
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to: CertsOnly-Portland@ebix.com

(3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. Entire Agreement. This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Waiver. Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. Assignment Prohibited. The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

B. Sellers Permit: For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

EXHIBIT E
LIVING WAGE REQUIREMENTS
(Nonprofessional Service Agreement)

The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of $100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is $100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS $100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.[1]

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.[2]

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[1] The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

(1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or

(2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

[2] A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

(1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least $1.50 for each hour, then the rates are as follows:

(a) During 2007, the greater of $10.00 an hour or $9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.

(b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

(2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than $1.50 for each hour, then the rates are as follows:

(a) During 2007, the greater of $11.50 an hour or $10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.

(b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

> **This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at www.cityofsacramento.org.**

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

Additional Information

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at **www.cityofsacramento.org**.
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting

utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On …….. (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for …….. (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

Attachment B

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to Employees

If you feel you have been discriminated against by your employer . . .

You May . . .

○ Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

○ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

SECTION III – REQUIREMENTS

H. BID SIGNATURE PAGE

BID NO. B16151681004

FOR SERVICES/SUPPLIES: Police Facilities Landscape Maint.

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, General Provisions and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: PARKER LANDSCAPE Development Inc

ADDRESS: 6251 Sky Creek Dr. Suite A

PHONE #(916) 383-4071 FAX #: (916) 383-3926 E-MAIL: Connie@parkerland.biz

STATE TAX I.D. #: 248-8769-7 FED. TAX I.D. #: 52-2450493

City of Sacramento Business Operation Tax Certificate #: 140622
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY *(check one)*: ____ Individual/Sole Proprietor ____ Partnership
X Corporation ____ Limited Liability Company
____ Other (*please specify:* _____)

BY: (signature of authorized person) _____

PRINT NAME: Connie Jo Parker

TITLE: Corp. Sect

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

Landscape Maintenance Contractors Licenses, Certificates and Registration Requirements

Bidder represents and warrants to the City of Sacramento that the following licenses, certificates and registrations are currently in force. All said documents will remain in force during the term of the resulting agreement with the City; failure to maintain will result in suspension or possibly termination of contract. ***A copy of each document listed below must be submitted with this Bid.***

LICENSES/CERTIFICATES/REGISTRATION	DOCUMENT #	EXPIRATION DATE
• FEDERAL ID # *(Copy not required)*	52-2450493	N/A
• STATE ID # *(Copy not required)*	248-8769-7	N/A
• STATE OF CALIFORNIA C27 LICENSE	855546	3-31-17
• CITY OF SACRAMENTO BUSINESS OPERATIONS TAX CERTIFICATE	140622	3-31-16
• STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS LICENSE	36433	12/31/15
• STATE OF CALIFORNIA APPLICATOR LICENSE *or* CERTIFICATE	128740	12/31/15
• STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS COUNTY REGISTRATION	36433	12/31/15
• STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLIC WORKS CONTRACTOR REGISTRATION	1000000381	6/30/16

I DECLARE UNDER PENALTY OF PERJURY, THAT THE FOREGOING IS TRUE AND CORRECT:

CONTRACTOR: _____ (SIGNATURE) PARKER LANDSCAPE DEV. INC (NAME OF FIRM)

PRINT NAME: Connie Parker

TITLE: Corp. Sect.

ADDRESS: 6251 Silycreek Dr. #A

CITY, STATE: Sac. CA 95828

DATE: 8/31/15

SECTION III – BIDDER RESPONSE DOCUMENTS

E. DRUG FREE WORKPLACE POLICY AND AFFADAVIT

BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Establishing a Drug-Free Awareness Program to inform employees about:

   a. The dangers of drug abuse in the workplace.
   b. The contractor's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:

   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.

5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:

   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: _____ _____ _____
Date **Violation Type** **Place of Occurrence**

If additional space is required use back of this form.

*** The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.**

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED A CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: PARKER LANDSCAPE DEVELOPMENT INC.

BY: _____ Corp Sect **Date:** 8/31/15
Signature **Title**

Effects of violations: **a.** Suspension of payments under the Agreement. **b.** Suspension or termination of the Agreement. **c.** Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

F. ITEMS REQUIRING BIDDER RESPONSE

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270 , when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
   a. The LBE's principle business office or workspace; or
   b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

[X] **YES** - the firm submitting the bid is qualified as a local business enterprise.

[ ] **NO** - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

140622

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

6251 Sky Creek Dr #A
Sac. CA 95828

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

2. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [ ] or No [X] (Net 30 days)

If Yes, the Payment Discount is ___0___% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

3. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [X] or No [ ]

If Yes, what percentage discount would you offer the City to be paid through EFT? __0__%

B16151681004

CONTRACTOR'S REFERENCES

*Please provide **five** (5) references who can attest to the quality and breadth of services offered.*

1

CONTRACT NAME: CAPITAL MALL	ADDRESS:
CONTACT PERSON: Loretta Du Priest	TITLE: Ldupriest@cityofsacramento.org
PHONE: 916-808-6285	eMAIL ADDRESS:

TYPE OF CONTRACT: LARGE-SCALE COMMERCIAL ☒ GOVERNMENT ☐

SUMMARY SCOPE OF WORK: (*type of services provided and approximate square-footage*)

Landscape Maint/ Constr.

2

CONTRACT NAME: North Natomas	ADDRESS:
CONTACT PERSON: Loretta Du Priest	TITLE: Ldupriest@cityofsacramento.org
PHONE: (916) 808-6285	eMAIL ADDRESS:

TYPE OF CONTRACT: LARGE-SCALE COMMERCIAL ☒ GOVERNMENT ☐

SUMMARY SCOPE OF WORK: (*type of services provided and approximate square-footage*)

Landscape Maint. / Constr.

3

CONTRACT NAME: K. St. Mall	ADDRESS:
CONTACT PERSON: Loretta Du Priest	TITLE: Ldupriest@cityofsacramento.org
PHONE: (916) 808-6285	eMAIL ADDRESS:

TYPE OF CONTRACT: LARGE-SCALE COMMERCIAL ☒ GOVERNMENT ☐

SUMMARY SCOPE OF WORK: (*type of services provided and approximate square-footage*)

Landscape Maint. / Constr.

4

CONTRACT NAME: E. Commerce	ADDRESS:
CONTACT PERSON: Sheryl Fox	TITLE: ~~SFox~~
PHONE: (916) 808-4959	eMAIL ADDRESS: SFox@cityofsacramento.org

TYPE OF CONTRACT: LARGE-SCALE COMMERCIAL ☒ GOVERNMENT ☐

SUMMARY SCOPE OF WORK: (*type of services provided and approximate square-footage*)

Landscape Maint. / Constr.

5

CONTRACT NAME: Stockton Blvd UCD	ADDRESS:
CONTACT PERSON: John Gambone	TITLE:
PHONE: (916) 734-4686	eMAIL ADDRESS:

TYPE OF CONTRACT: LARGE-SCALE COMMERCIAL ☒ GOVERNMENT ☐

SUMMARY SCOPE OF WORK: (*type of services provided and approximate square-footage*)

Landscape Maint. / Constr.

CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS

The Contractor, by accepting this contract, agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications provided in this solicitation, and/or Purchase Order, in support of its Sustainable purchasing (SP) initiative.

The Contractor, by accepting this contract, agrees that its products and services do not contain any prohibited items, ingredients or components delineated in the City of Sacramento Landscape Maintenance Specifications and Provisions, referred to as LS14.

The City of Sacramento may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the SP attributes required under this contract.

Certification

I, Connie Jo Parker, Corp. Sec (name of certifier), as the officer or employee responsible for the performance of this contract, hereby certify that the deliverables associated with this contract meet the minimum SP/EPP attributes outlined in the Agreement, solicitation's specifications and Parker Landscape Dev. 's bid or proposal.

Name of Contractor/Bidder/Offeror: Parker Landscape Dev. Inc.

Address: 6251 Sky Creek Dr. #A Sacto, CA 95828

PO/Bid/Contract # B16151681004

Print name and Signature of Bidder or Offeror

Corp. Sec

Date: 8/31/15

STANDARD WATER QUALITY SPECIFICATIONS
and
ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE

NOTE: ***Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.***

Name of Contractor: Parker Landsape Dev. Inc.

Address: 6251 Sky Creek Dr. #A Sac. CA 95828

Name of City Contract: Police Facilities Landscape Maint.

Contracting Department: Dept of Public Works

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitation for the performance of Landscape Maintenance services under a City contract.

2. As a condition of receiving the City contract, I agree to fully comply with the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE.

3. I acknowledge and agree that the STANDARD WATER QUALITY SPECIFICATIONS, the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE, and this Declaration shall constitute part of my City contract.

4. I further acknowledge and agree that any violation of the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contact, and pursue all available legal and equitable remedies.

5. I will defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE by me or by any subcontractor retained to perform work or provide services under my City contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

Date: 8/31/15

Print name: Connie To Parker

Title: Corp Sect

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2014
EXPIRES: December 31, 2015

MAINTENANCE GARDENER PEST CONTROL BUSINESS LICENSE

LICENSE NO. 36433

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address

PARKER LANDSCAPE DEVELOPMENT, INC.
6251 SKY CREEK DR SUITE A
SACRAMENTO, CA 95828

Business Location

PARKER LANDSCAPE DEVELOPMENT, INC.
6251 SKY CREEK DR SUITE A
SACRAMENTO, CA 95828

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE – ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

STATE OF CALIFORNIA
AGRICULTURAL PEST CONTROL ADVISER I
QUALIFIED APPLICATOR LICENSE /CERTIFI
APPRENTICE/JOURNEYMAN PILOT
(REV. 7/11)

DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE 01/01/2014

VALID THROUGH 12/31/2015

QAL 128740 B

TIM J PARKER
6251 SKY CREEK DR #A
SACRAMENTO CA 95828

This License or Certificate is not valid until your card is signed.

State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

Consumer Affairs

License Number **855546** Entity CORP

Business Name PARKER LANDSCAPE DEVELOPMENT INC

Classification(s) C27 A C-8

Expiration Date 03/31/2017 www.cslb.ca.gov

MUST BE POSTED IN CONSPICUOUS PLACE

City of SACRAMENTO

140622

BUSINESS OPERATIONS TAX CERTIFICATE

		FROM Mo. Day Yr.	TO Mo. Day Yr.
Business Name	PARKER LANDSCAPE DEVELOPMEN		
Business Address	6251 SKY CREEK DR A		
Owner	TIM J PARKER	04/01/2015	03/31/2016
Type of Business	LANDSCAPE		
Tax Classification	401		Expires

PARKER LANDSCAPE DEVELOPMENT
6251 SKY CREEK DR A
SACRAMENTO, CA 95828

CITY OF SACRAMENTO
APR 08 2015
PAID

VOID IF NOT VALIDATED

rtificate is not to be construed as a business license or imply that the City of Sacramento estigated, or approves or recommends, the holder of this certificate. Any representation ontrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

140622

TOTAL PAID: $388.55

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

19

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00855

Title: Contract: Village Garden Streetscapes Maintenance (Adjourned from 10/06/2015)

Location: District 2

Recommendation: Pass a Motion awarding a one-year non-professional services agreement for the maintenance of the Village Garden Streetscapes with New Image Landscape Company for an amount not to exceed $38,408 and options to extend the agreement for up to two additional one-year periods, with the total amount of the agreement, including optional extensions, not to exceed $118,992.

Contact: Jim Horton, Program Specialist, (916) 808-5567; Juan Montanez, Streets Manager, (916) 808-2254, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Maintenance Services Division

Dept ID: 15001611

Attachments:

1-Description/Analysis

2-Background

3-Agreement

City Attorney Review

Approved as to Form
Gerald Hicks
9/29/2015 3:25:03 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 9/17/2015 3:24:39 PM

Description/Analysis

Issue: The Maintenance Services Division of the Department of Public Works has an ongoing need to maintain the landscaping along the transportation corridors within the City of Sacramento. Invitation for Bid B16151681002 was issued for maintenance of the Village Garden Streetscapes. City Council approval is necessary to award a non-professional services agreement to New Image Landscape Company.

Policy Considerations: The recommendations in this report are consistent with Sacramento City Code Section 3.56 - Purchasing of Supplies and Services, and AP-4101 - Procurement of Non-Professional Services.

Environmental Considerations:

California Environmental Quality Act (CEQA): Under the California Environmental Quality Act (CEQA) guidelines, continuing administrative or maintenance activities do not constitute a project and are therefore exempt from review.

Sustainability Considerations: The streetscape maintenance services purchased under this contract will support the goals of the City of Sacramento's Sustainability Master Plan by improving and optimizing the transportation infrastructure. Further, maintenance of streetscapes contributes to the quality of life by promoting "greening" within the City.

Rationale for Recommendation: New Image Landscape Company is the lowest responsive and responsible bidder to respond to Invitation for Bid B16151681002.

Bidder	***Bid Total***	***LBE***
New Image Landscape	$118,992	Yes
Crossroads Diversified	$130,711	Yes
Parker Landscape	$151,578	Yes

Financial Considerations: The amount of the initial one-year agreement will not exceed $38,408. The total amount of the agreement, with two optional one-year extensions, will not exceed $118,992. Streetscape maintenance is funded out of the Department's Streetscape Maintenance operating budget. Streetscape maintenance contracts are primarily funded by fees from the Citywide Landscaping & Lighting (L&L) District and 15 special districts. Maintenance of the Village Garden Streetscapes is funded by the Village Garden Neighborhood Maintenance District (70%) and by L&L (30%). There are no General Funds planned for these services.

There is sufficient funding available in the operating budget to support the projected maintenance requirements for Fiscal Year 2015/16. Extensions of the contract in succeeding fiscal years shall be subject to funding availability in the adopted budgets for each fiscal year.

Local Business Enterprise (LBE): New Image Landscape Company is a Local Business Enterprise.

Background

In August 2015, Invitation for Bid B16151681002 was issued to procure streetscape maintenance services for the Village Garden Streetscapes. Six bids were received and evaluated. Three were bids were found to be responsive. Three bids failed to meet bid qualification requirements and were deemed non-responsive.

Based upon the results of that competitive solicitation, which may be found in the Bid Analysis, below, staff recommends award of a one-year non-professional services agreement, with two optional one-year extensions, to the lowest responsive and responsible bidder, New Image Landscape Company. The amount of the initial one-year agreement will not exceed $38,408. The total amount of the agreement, with optional extensions, will not exceed $118,992.

The total amount of the agreement, $118,992, includes $16,800 for additional maintenance and repairs not included in the agreement's scope of work. The amount is based upon the amount of additional work typically required to address damage caused by vandalism, pest infestations, unseasonably high or low temperatures, and other unforeseen causes. The amounts reflected as "Repair Crew Rates" in the Bid Analysis represent estimated totals established solely for evaluation purposes.

BID ANALYSIS

BID B16151681002 -- VILLAGE GARDEN STREETSCAPES MAINTENANCE

Bid Item	NEW IMAGE LANDSCAPE	CROSSROADS DIVERSIFIED	PARKER LANDSCAPE	ROUSH LANDSCAPE	VALLEY LANDSCAPES	MARINA LANDSCAPE
First Year	$32,808.00	$35,406.96	$47,136.00			
Second Year	$33,840.00	$36,115.68	$47,136.00			
Third Year	$35,544.00	$36,838.44	$47,136.00			
Repair Crew Rates	$16,800.00	$22,350.00	$10,170.00			
Bid Total	**$118,992.00**	**$130,711.08**	**$151,578.00**			
LBE Preference	-$5,949.60	-$6,535.55	-$7,578.90			
Prompt Pay Discount	$0.00	$0.00	$0.00			
Bid Evaluation Total	**$113,042.40**	**$124,175.53**	**$143,999.10**	**NON-RESPONSIVE**	**NON-RESPONSIVE**	**NON-RESPONSIVE**

PROJECT #:

PROJECT NAME: Village Garden Streetscapes Maintenance

DEPARTMENT: Public Works

DIVISION: Maintenance Services

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of_____, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

New Image Landscape Company
3250 Darby Common
Fremont CA 94539

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

   Invitation to Bid
   Instructions to Bidders
   ✓ Local Business Enterprise (LBE) Requirements
   ✓ Drug-Free Workplace Policy and Affidavit
   ✓ Declaration of Compliance (Equal Benefits Ordinance)
   ✓ Declaration of Compliance (Living Wage Ordinance)
   ✓ Contractor's Bid Proposal Form
   ✓ Workers' Compensation Certificate
   ✓ Certificate(s) of Insurance
   ✓ Technical Specifications

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the

manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

6. **Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements. In addition, for services that constitute "public works" under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit A, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.

7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name: Jerry Way

Title: Director of Public Works
For: John F. Shirey, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Attachments

Exhibit A - Scope of Service
Exhibit B - Fee Schedule/Manner of Payment
Exhibit C - Facilities/Equipment Provided
Exhibit D - General Provisions
Exhibit E - Living Wage Requirements
Exhibit F - Non-Discrimination in Employee Benefits

CONTRACTOR:

New Image Landscape
NAME OF FIRM

94-3235925
Federal I.D. No.

42-063438
State I.D. No.

10128226
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
__✓__ Corporation *(may require 2 signatures)*
_____ Limited Liability Company
_____ Other (*please specify:* _____)

Guillermo Ruvalcaba
Signature of Authorized Person

Guillermo Ruvalcaba / Vice President
Print Name and Title

_____
Additional Signature *(if required)*

_____
Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor:

New Image Landscape Company

Address:

3250 Darby Common, Fremont CA 94539

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.

3. If the amount of this Contract is less than $100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is $100,000 or more.

4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.

5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contact, and pursue all available legal and equitable remedies.

6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.

7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.

8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Guillermo Rovalcaba Date: 8/31/15

Signature of Authorized Representative

Print name: Guillermo Rovalcaba

Title: Vice President

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor:

New Image Landscape Company

Address:

3250 Darby Common, Fremont CA 94539

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed

discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each

employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Guillermo Rovalcaba Date: 8/31/15

Signature of Authorized Representative

Print name: Guillermo Rovalcaba

Title: Vice President

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Jesus Munoz, Jr., Construction Inspector I 5730
24th Street, Bldg. 9
Sacramento CA 95822
916-808-4015 / jmmunoz@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Guillermo Ruvalcaba, Vice President
3250 Darby Common
Fremont CA 94539
510-226-9191 / gruvalcaba@newimagelandscape.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Scope of Services.

Landscape maintenance and repair services for the Village Garden Streetscapes. The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. Time of Performance

From November 1, 2015 through October 31, 2016, with the option to extend for up to two additional years. Extensions will be by mutual consent of both the City and Contractor.

4. Prevailing Wage Requirement. *[To be completed by the City Representative:]*

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 *et seq.* and are either ***[check one if applicable]***:

_____ Construction work in an amount exceeding $25,000; or

✓ Alteration, demolition, repair, or maintenance work in an amount exceeding $15,000.

If either line is checked above, this Agreement is subject to the provisions of Sacramento City Code section 3.60.180 which requires, among other things, that CONTRACTOR pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. If payment of the prevailing rate of wages if required, CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subagreement. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

Attachment 1

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

B16151681002

MASTER MAINTENANCE PERFORMANCE SCHEDULE

CONTRACT: VILLAGE GARDEN SSA#: 140 AREA SIZE: 1,994,800 SQ FT. 4.58 ACRES

(*SEE MAPS FOR LOCATIONS*)

VARIOUS SITES SEE MAPS FOR LOCATIONS

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									**DIRECTIONAL CHANGE AS NEEDED**
FERTILIZE							**6**		**FEB, MAR, APR, JUN, AUG, OCT**
MECHANICAL EDGE								X	**(NO COMBO WEED AND FEED)**
CHEMICAL EDGE								X	
AERATE							**3**		**APRIL, JUNE, AUG- SUBMIT SCHEDULE**
RE-SEED								X	
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**2**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							**2**		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									**HOMEOWNERS ARE VERY VOCAL ABOUT**
SEE SITE SPECIFICATIONS FOR ADDITIONAL DETAILS									**COMPLIANCE IN THIS AREA.**
THESE ARE MINIMUM REQUIREMENTS- REFER TO THE LS-14 FOR ADDITIONAL CONTRACT COMPLIANCE .									

B16151681002

MASTER MAINTENANCE PERFORMANCE SCHEDULE

CONTRACT: VILLAGE GARDEN PAGE 2 SSA#: _____ AREA SIZE: _____ SQ FT. _____ ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									**Contractors maintaining the City's street-**
									scapes are expected to provide a level
TURF									**of service necessary to maintain the**
MOW									**landscape and non-landscapes areas**
FERTILIZE									**in the professional manner expected,**
MECHANICAL EDGE									**even if the frequency exceeds the**
CHEMICAL EDGE									**minimum required by the Contract**
AERATE									**Specifications. Contract Specs are**
RE-SEED									**results-based not effort-based.**
IRRIGATION SYSTEM									
CHECK									
ADJUST TIMING									
GROUND COVER									**Ivy shall be kept in a neat and tidy**
FERTILIZE									**appearance. Do not allow to grow onto**
PRUNE									**corner walls where there is signage or**
WINTER MOW									**onto trees or shrubs.**
									Keep a 3' clearance around all trees.
SHRUBS									
PRUNE									
FERTILIZE									
CULTIVATE									
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT									
OTHER									
SEE SITE SPECIFICATION FOR ADDITIONAL DETAILS									

B16151681002

MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: SUNRISE 94 SS#: 3010 AREA SIZE: 11,160 SQ FT. 0.256 ACRES

(*SEE MAPS FOR LOCATIONS*)

SEC NORWOOD AND GRACE

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE									
RE-SEED									
IRRIGATION SYSTEM									**CALSENSE CONTROLLER**
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**2**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							**2**		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									
SEE SITE SPECIFICATIONS FOR ADDITIONAL DETAILS									
THESE ARE MINIMUM REQUIREMENTS- REFER TO THE LS-14 FOR ADDITIONAL CONTRACT COMPLIANCE									

PEACH LEAF WAY
SEXTANT WAY
DRY DOCK WAY
REGIS DR
REGIS CT
SULLY ST
TWIN LEAF CT
DELTA LEAF WAY
LONE LEAF DR
MAIN AVE
JUSTICE ST
AUSTIN ST
MUNICIPAL DR
TAYLOR ST
TAILWIND DR
BAYWIND DR
SUNRISE 94
SEAWIND DR
GRACE AVE
BLUEWIND CT
DROLLET WAY
CROSSWIND DR
TIDEWIND DR
NORWOOD AVE
POINSETTIA CT
SUNBORG CT
WINDCLOUD AVE
BAUMGART WAY
BERTHOUD ST
WESTMAN CT
BELL AVE
BURGESS DR
BOGLE CT
LAS ANIMAS CIR
WAUNITA WAY
FRANESI WAY
CRIBARI CT
SAMUEL WAY
YAMPA CIR
NARUTH WAY

B16151681002

MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME : MAIN AVE. MEDIANS SS#: 3060 AREA SIZE: 7,500 SQ FT. 0.17 ACRES

(*SEE MAPS FOR LOCATIONS*)

WEST OF NORWOOD AND WEST OF KELTON

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
									FOR SAFETY AND VISIBILITY
TURF									**KEEP ALL PLANTS PRUNED BELOW 36"**
MOW									**AND OFF THE CURB LINE, KEEP TURN**
FERTILIZE									**LANE VISIBILITY CLEAR YEARROUND**
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE									
RE-SEED									
IRRIGATION SYSTEM									**LEIT SOLAR CONTROLLERS IN MEDIANS**
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									
FERTILIZE									
PRUNE									
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							**2**		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									
INCLUDES ALL HARDSCAPE MEDIANS AS WELL									
THESE ARE MINIMUM REQUIREMENTS- REFER TO THE LS-14 FOR ADDITIONAL CONTRACT COMPLIANCE									

B16151681002

B16151681002

MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: KELTON SS#: 0930 AREA SIZE: 25,962 SQ FT. 0.596 ACRES

(*SEE MAPS FOR LOCATIONS*)

KELTON WAY AND MAIN AVE.

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									**DIRECTIONAL CHANGE AS NEEDED**
FERTILIZE							**6**		**FEB, MAR, APR, JUN, AUG, OCT**
MECHANICAL EDGE								X	**(NO COMBO WEED AND FEED)**
CHEMICAL EDGE								X	
AERATE							**3**		**APRIL, JUNE, AUG- SUBMIT SCHEDULE**
RE-SEED								X	
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									**New planted wall vine (Ficus species)**
FERTILIZE									Keep vine 12" below top of wall keep
PRUNE									thinned at all times, Do not allow
WINTER MOW									neighboring vine to grow on top of wall
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							**2**		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									
SEE SITE SPECIFICATIONS FOR ADDITIONAL DETAILS									
THESE ARE MINIMUM REQUIREMENTS- REFER TO THE LS-14 FOR ADDITIONAL CONTRACT COMPLIANCE									

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MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: CHARDONNAY SS#: 0910 AREA SIZE: 3,528 SQ FT. 0.081 ACRES

(*SEE MAPS FOR LOCATIONS*)

SOUTH SIDE OF BELL AVENUE, EAST OF NORWOOD

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									**ON THE WEST END OF SITE, BY THE**
									CANAL KEEP A TWO (2) FOOT WEED FREE
TURF									**AREA**
MOW									
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE									
RE-SEED									
IRRIGATION SYSTEM									**CALSENSE CONTROLLER**
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**2**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							**2**		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									
SEE SITE SPECIFICATIONS FOR ADDITIONAL DETAILS									
THESE ARE MINIMUM REQUIREMENTS- REFER TO THE LS-14 FOR ADDITIONAL CONTRACT COMPLIANCE									

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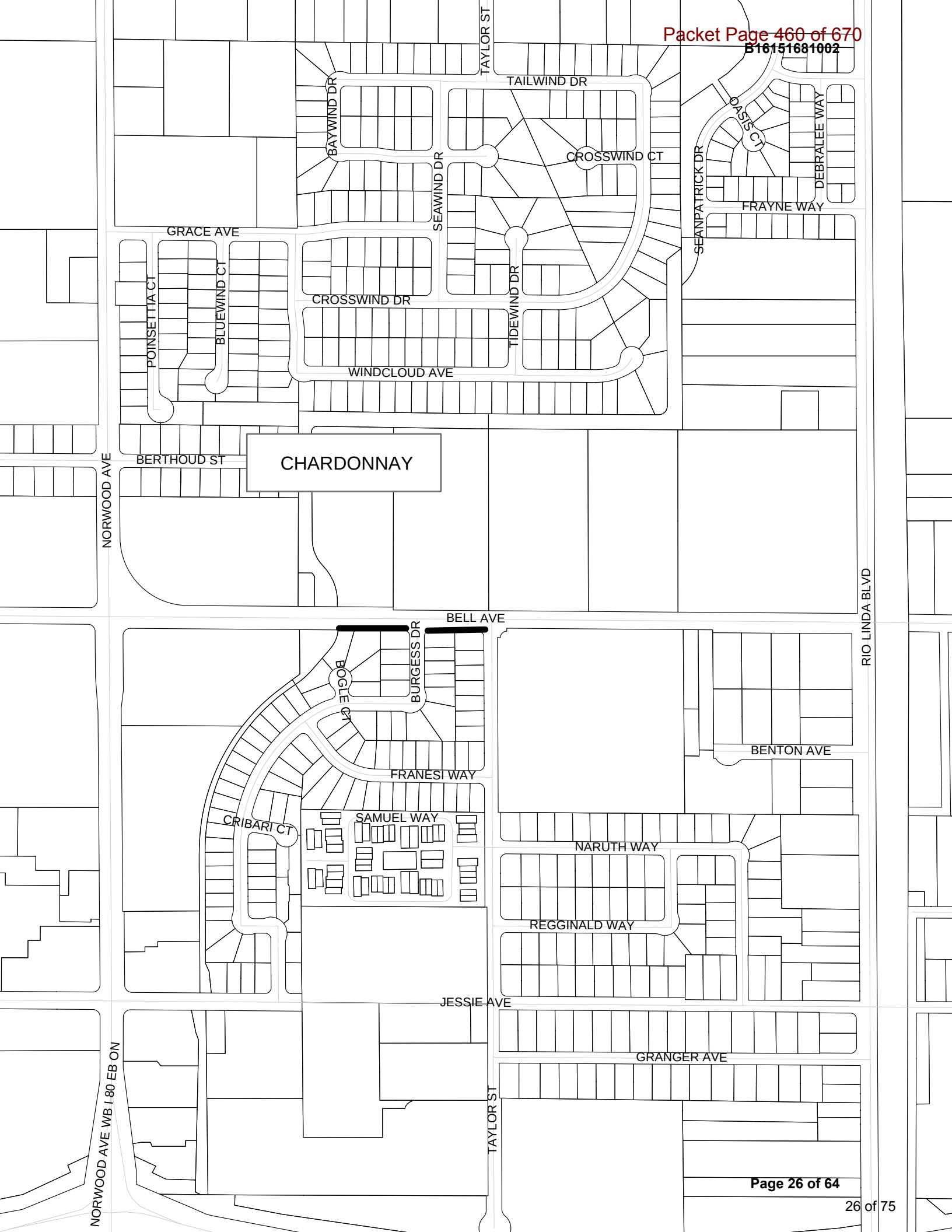

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MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: RALEY BLVD SS#: 0970 AREA SIZE: 20,900 SQ FT. 0.479 ACRES

(*SEE MAPS FOR LOCATIONS*)

BELL AVE. TO JUST NORTH OF SANTA ANNA

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									**KEEP SHRUBS PRUNED BELOW THIRTY**
									(30)" INCHES AT ALL TIMES FOR
TURF									**VISIBILITY**
MOW									
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE									
RE-SEED									
IRRIGATION SYSTEM									**(2) RAINBIRD T-BOS IN THE MEDIANS**
CHECK									**North East corner at Main & Raley**
ADJUST TIMING									FROM CONTROLLERS ONLY
									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									
FERTILIZE									
PRUNE									
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							**2**		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									
SEE SITE SPECIFICATIONS FOR ADDITIONAL DETAILS									
THESE ARE MINIMUM REQUIREMENTS- REFER TO THE LS-14 FOR ADDITIONAL CONTRACT COMPLIANCE									

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MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME :NORTHSIDE SS#: 0940 AREA SIZE: 3,250 SQ FT. 0.075 ACRES

(*SEE MAPS FOR LOCATIONS*)

MARYSVILLE BLVD AT WINDCREEK DR

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									**KEEP WALL VINE PRUNED BELOW 12"**
									FROM THE TOP OF WALL
TURF									**KEEP TWO (2) FOOT WEED FREE NEXT TO**
MOW									**FIELD AT BOTH ENDS OF PROJECT**
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE									
RE-SEED									
IRRIGATION SYSTEM									**CALSENSE CONTROLLER**
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**2**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							**2**		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									
SEE SITE SPECIFICATIONS FOR ADDITIONAL DETAILS									
THESE ARE MINIMUM REQUIREMENTS- REFER TO THE LS-14 FOR ADDITIONAL CONTRACT COMPLIANCE									

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MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: JONES RANCH SS#: 1650 AREA SIZE: 3,600 SQ FT. 0.08 ACRES

(*SEE MAPS FOR LOCATIONS*)

MARYSVILLE BLVD AND JONES RANCH CT

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									**KEEP A TWO (2) FOOT WEED FREE NEXT**
									TO FIELDS AT BOTH ENDS OF PROJECT
TURF									
MOW									**KEEP WALL VINE PRUNED BELOW 12"**
FERTILIZE									**FROM THE TOP OF WALL**
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE									
RE-SEED									
IRRIGATION SYSTEM									**CALSENSE CONTROLLER**
CHECK									**FROM CONTROLLERS ONLY**
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**2**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							**2**		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									
SEE SITE SPECIFICATIONS FOR ADDITIONAL DETAILS									
THESE ARE MINIMUM REQUIREMENTS- REFER TO THE LS-14 FOR ADDITIONAL CONTRACT COMPLIANCE									

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B16151681002

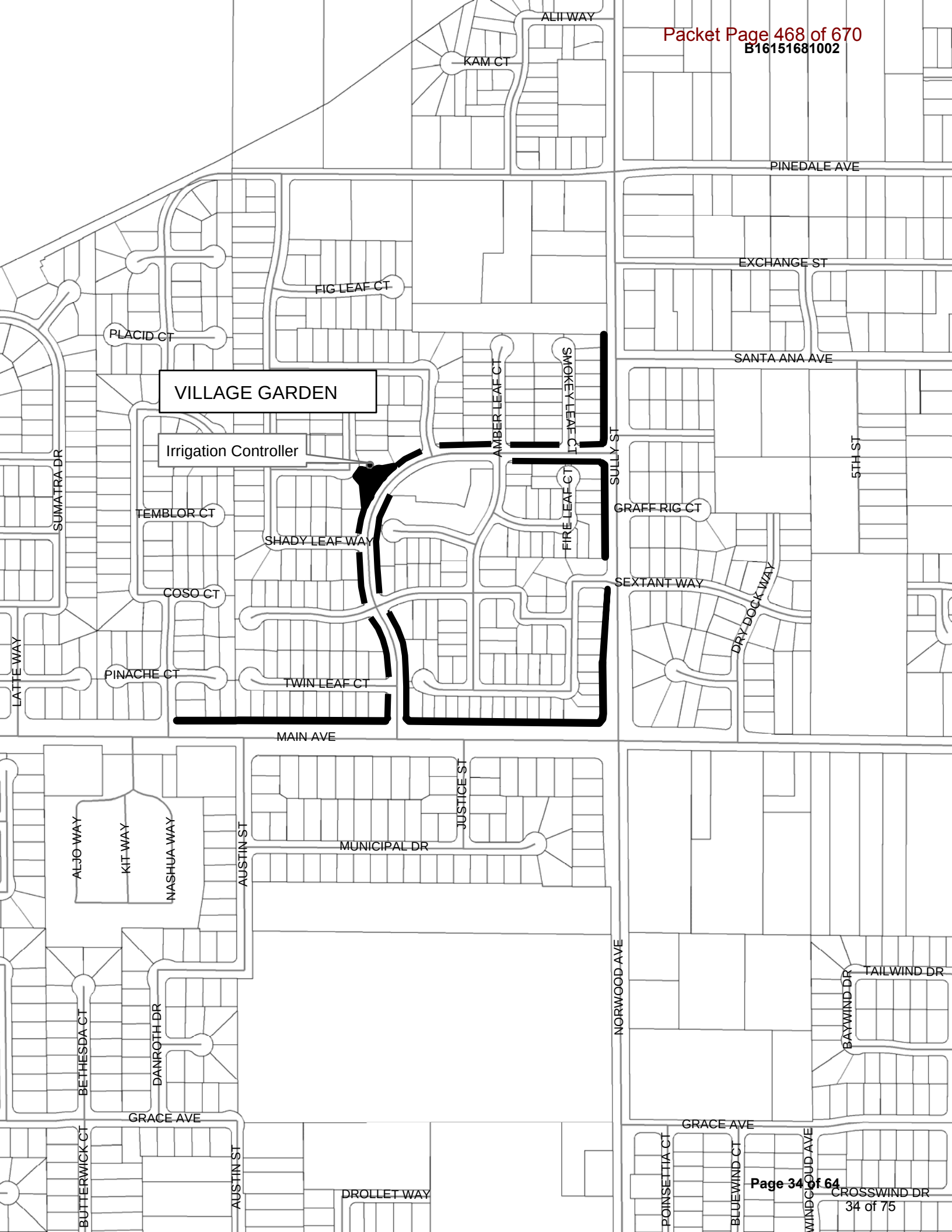
MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: VILLAGE GARDEN SS#: 0980 AREA SIZE: 123,580 SQ FT. 2.837 ACRES

(*SEE MAPS FOR LOCATIONS*)

MAIN AVENUE /LONE LEAF AND SULLY

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									**HOME OWNERS WILL CONTACT STSS**
									OFFICE IF SERVICES ARE NOT DELIVERED
TURF									
MOW									**DIRECTIONAL CHANGE AS NEEDED**
FERTILIZE							**6**		**FEB, MAR, APR, JUN, AUG, OCT**
MECHANICAL EDGE								X	**(NO COMBO WEED AND FEED)**
CHEMICAL EDGE								X	
AERATE							**3**		**APRIL, JUNE, AUG- SUBMIT SCHEDULE**
RE-SEED								X	
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
									TWO RAINBIRD TBOS IN THE FRONT
GROUND COVER									MOWSTRIP ON MAIN WEST OF LONE LEAF
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**2**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
CULTIVATE									
DEBRIS									**Keep all wall vine and Ivy below (12")**
LEAF PICK-UP									**from top of wall**
LITTER AND OTHER DEBRIS PICK-UP									**Ivy shall be kept in a neat and tidy**
									appearance. Do not allow to grow onto
									corner walls where there is signage.
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							**2**		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									
SEE SITE SPECIFICATIONS FOR ADDITIONAL DETAILS									
THESE ARE MINIMUM REQUIREMENTS- REFER TO THE LS-14 FOR ADDITIONAL CONTRACT COMPLIANCE									


VILLAGE GARDEN
Irrigation Controller
ALII WAY
KAM CT
PINEDALE AVE
EXCHANGE ST
FIG LEAF CT
PLACID CT
SANTA ANA AVE
AMBER LEAF CT
SMOKEY LEAF CT
SULLY ST
5TH ST
SUMATRA DR
TEMBLOR CT
GRAFF RIG CT
SHADY LEAF WAY
FIRE LEAF CT
SEXTANT WAY
DRY DOCK WAY
COSO CT
LATTE WAY
PINACHE CT
TWIN LEAF CT
MAIN AVE
JUSTICE ST
ALJO WAY
KIT WAY
NASHUA WAY
AUSTIN ST
MUNICIPAL DR
NORWOOD AVE
TAILWIND DR
BAYWIND DR
BETHESDA CT
DANROTH DR
GRACE AVE
GRACE AVE
BUTTERWICK CT
AUSTIN ST
DROLLET WAY
POINSETTIA CT
BLUEWIND CT
WINDCLOUD AVE
CROSSWIND DR

B16151681002

MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: TAYLOR MORGAN SS#: 7051 AREA SIZE: 3,250 SQ FT. 0.075 ACRES

(*SEE MAPS FOR LOCATIONS*)

Rio Linda blvd and Taylor Morgan Way

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									**NON IRRIGATED MOW STRIP THAT**
									CONSIST OF TREES AND BARK.
TURF									**MAINTENANCE CONSIST OF WEED**
MOW									**ABATEMENT KEEPING WEED/ LITTER**
FERTILIZE									**AND DEBRIS FREE.**
MECHANICAL EDGE									**FROM BACK OF SIDEWALK TO THE**
CHEMICAL EDGE									**WOODEN FENCE AS WELL AS TWO (2)**
AERATE									**FEET BACK IN THE OPEN SPACE TO THE**
RE-SEED									**NORTH AND SOUTH OF TAYLOR MORGAN**
									AND FRAYNE WAY
IRRIGATION SYSTEM									
CHECK									TREES ARE TO BE KEEPT PER LS10
ADJUST TIMING									REQUIRMENT IF TREES APPEARS TO
									BE STRESSED PLEASE REPORT TO
GROUND COVER									**INSPECTION STAFF WATERING IS**
FERTILIZE									PROVIDED BY URBAN FORRESTRY
PRUNE									
WINTER MOW									
SHRUBS									
PRUNE									FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE									MARCH (Slow release)SEPT. (Cool season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							**2**		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									
SEE SITE SPECIFICATIONS FOR ADDITIONAL DETAILS									
THESE ARE MINIMUM REQUIREMENTS- REFER TO THE LS-14 FOR ADDITIONAL CONTRACT COMPLIANCE									

B16151681002

LANDSCAPE PRACTICES FOR SUSTAINABILITY

Contractors providing landscape maintenance service for the City are encouraged to employ sustainable landscape management practices, whenever practicable, including but not limited to, integrated pest management, plant material-cycling, low water volume irrigation, composting and use of mulch and compost.

All irrigation shall be in compliance with the City Water Ordinance, see Attachment A6 in LS10, for a copy of the ordinance.

Lawn mowing shall be done to a minimum height of two (2) inches, using a mulching type mower.

Bark mulch maybe supplied by the City's Urban Forest from their operations. In this case, the Contractor shall provide the labor only for possible pick up, delivery and spreading of the mulch.

Whenever possible, debris as a result of plant material clean up, weed removal or pruning shall be taken to a recyclable green waste facility.

Replacement plants for existing areas; Contractor shall provide suggestions to minimize waste by choosing species that are appropriate to the micro-climate species that can grow to their natural size in the space allotted them. Native and drought tolerant plants that require no or minimal watering once established are preferred

STANDARD WATER QUALITY SPECIFICATIONS

Water Quality Control

These requirements consist of regulations contained in the National Pollution Discharge Elimination System (NPDES) Stormwater Permit issued to the City.

1. Dust Control

The Contractor shall comply with all City and County of Sacramento air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes, specified in the Government Code. The Contractor shall be responsible for the control of dust within the limits of the project at all times including weekends and holidays in addition to normal working days. The Contractor shall take whatever steps are necessary or required by the Engineer to eliminate the nuisance of blowing dust **without causing sediment, debris or litter to enter the City storm drain system**.

2. Erosion, Sediment, and Pollution Control

The Contractor shall be responsible for controlling erosion and sedimentation within the limits of the project at all times during the course of construction including evenings, weekends and holidays in addition to normal working days. The Contractor shall prevent sediment and construction debris from entering the City storm drain system.

The Contractor shall provide the following erosion, sediment, and pollution control Best Management Practices (BMPs) when and where applicable (also see attached details):

1. Filter Bags in and Gravel bags around any storm drain inlets which receive runoff from the limits of the construction zone, including storage and staging areas. Alternative storm drain inlet protection BMPs can be used with approval of the Engineer.
2. Covering of material piles and/or gravel berm (or approved equal) around material piles as required to prevent migration of material to gutters or storm drains.
3. Gutter flow lines are to be kept unimpeded and free of soil, debris and construction materials at all times.
4. Stabilized construction entrance at any soil to concrete/asphalt interface used by Contractor vehicles and equipment.
5. Silt fences, fiber rolls or approved equal at any soil to concrete/asphalt interface at which soil may be washed onto the concrete/asphalt.

   Wash water, slurry and sediment from concrete or asphalt saw cutting operations shall not be allowed to enter the City storm drain system, but instead must be collected and disposed of, by the Contractor, in some manner approved by the Engineer.

   The Contractor is required to implement, at a minimum, the following housekeeping practices: site cleanup, solid waste management, material storage and delivery area, concrete waste management, and spill prevention and control.

6. Site Cleanup: The Contractor shall keep the project site clean and free of dust, mud, and debris resulting from the Contractor's operations. Daily clean up throughout the project shall be required as the Contractor progresses with the work. Extra precautions and clean up efforts shall be made prior to weekends and holidays.

Daily or as needed, all paved areas within the limits of the project shall be cleaned and free of sediments, asphalt, concrete and any other construction debris. The Contractor will not be allowed to clean sediment and debris from the street by using water to wash down streets. The streets will be allowed to be washed only after the streets have been thoroughly swept and/or vacuumed and inlet protection has been placed at all storm drain inlets to catch any remaining sediments from the streets.

Spillage of earth, gravel, concrete, asphalt, or other materials resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. If site is not kept sufficiently clean the City will take measures to clean it and back charge the Contractor.

7. Solid Waste Management: Contractor shall maintain a clean construction site. Contractor shall provide designated areas for waste collection. The waste collection areas shall be leak-proof containers with lids or covers. Site trash shall be collected daily and placed in the disposal containers. The Contractor shall make arrangements for regular waste collection. The Contractor shall also regularly inspect the waste disposal areas to determine if potential pollutant discharges exist.

8. Material Storage and Delivery Area: Contractor shall provide one central material storage and delivery area (MSDA) for the duration of the project. This area shall be protected such that runoff will not be allowed to leave the MSDA site. The Contractor shall regularly inspect the MSDA site to ensure that any hazardous or non-hazardous materials have not spilled.

9. Concrete Waste Management: The Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including left-over concrete and material from washing out the concrete truck, shall not be disposed or washed into the storm drain system . If a designated on-site area is provided, the site shall be bermed to allow the concrete to dry. The dried concrete waste shall be removed and disposed of properly by the Contractor at his expense.

10. Spill Prevention and Control: The Contractor shall be responsible for instructing employees and sub-contractors about preventing spills of hazardous materials, including equipment fuel, and controlling spills if they occur. Proper spill control and cleanup materials and procedures shall be kept on site near the storage and equipment fueling areas and updated as materials change on site. Contractor will be held strictly responsible for the prevention, clean-up and consequences of any hazardous materials spills.

Throughout the duration of the project the Contractor will be required to inspect and maintain, in effective condition, all erosion, sediment, and pollution control BMPs before and after each storm event and as needed. The contractor shall immediately correct or replace any ineffective BMPs.

More information about control measures and housekeeping practices can be obtained by referring to the City of Sacramento's Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control available at 1395 35th Avenue, Sacramento, CA 95822.

The Contractor shall prepare and submit an erosion, sediment and pollution control plan (ESC Plan) to the Engineer for review, *(Note to project manager: section number may vary. Revise as needed.)* per Section I, Review of Contractor's Information, of these Special Provisions. The

submittal shall include a description of all erosion, sediment and pollution control BMPs proposed to be used to prevent sediment and other sources of pollution from entering the City storm drain system as well as a site plan showing their placement. The ESC Plan shall be submitted a minimum of 48 hours prior to start of the work. **The Contractor will not be allowed to begin work until an accepted ESC Plan is on file with the Engineer**. The erosion, sediment and pollution control plan shall be updated as necessary and re-submitted to the Engineer.

3. Enforcement

Per City Code Sections 15.88, 13.16 and 1.28, the Contractor shall be subject to Notices of Violation (NOVs) resulting in possible Stop Work Orders and Administrative Penalties of up to $4,999 per day for non-compliance of this section of the Special Provisions.

Per the State's Porter Cologne Water Quality Act, the Contractor shall also be subject to inspection by Staff from the Central Valley Regional Water Quality Control Board who have the authority to issue Notices of Violation (NOVs) and Penalties of up to $10,000 per day for non-compliance. The Contractor shall be liable for any fines issued to the project by the State or Federal Government for NPDES non-compliance due to Contractor negligence.

The City reserves the right to take corrective action and withhold the City's costs for corrective action from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.
Any fines, including third-party claims, levied against the Agency as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.

ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE

Title 12 STREETS, SIDEWALKS AND PUBLIC PLACES
Chapter 12.20 CLOSURE OF PRIMARY STREETS FOR CONSTRUCTION

12.20.010 Definitions.

The following terms used in this chapter shall have the meanings set forth below:

"City working hours" means 7:00 a.m. to 6:00 p.m., Monday through Friday, legal holidays excepted.

"Director" means the director of public works or utilities departments of the city of Sacramento or his or her authorized representative(s).

"Emergency repairs" means repairs to a utility facility located in or adjacent to a primary city street that must be performed immediately when the necessity arises to safeguard life or property or maintain continued operation of the facility.

"Facility" means a marked or otherwise identified underground or existing above-ground improvement or structure.

"Known facility" means any facility that can be observed visually, is marked correctly in the field or is shown correctly on any contract, plan or permit document.

"Person" means any person, firm, company or governmental agency, including any person performing work under a contract between the person and the city.

"Public Easement" means any easement or right-of-way owned or controlled by a public agency or by a public utility.

"Traffic engineering services office" means the office responsible for providing traffic engineering services for the public works department of the city of Sacramento, 1000 I Street, Suite 170, Sacramento, CA., phone (916) 264-5307, fax (916) 264-8404.

"Work" means all work performed under a notice to proceed for a private development project, a capital improvement project or other contract with the city or for which a revocable permit, encroachment or excavation permit or temporary street closure permit is required. Work also means all work performed without one or more of the aforementioned permits or authorizations, but for which one or more of the aforementioned permits or authorizations are required. (Ord. 2002-004 § 1, 2002; Ord. 98-002 § 2 (part): prior code § 25.04.069)

12.20.020 Closure of streets for work—Traffic control plan.

A. Except when performing emergency repairs, no person shall perform any work that will obstruct vehicular or pedestrian traffic on a city street unless a traffic control plan has been approved by the director.

B. Emergency repairs that obstruct vehicular or pedestrian traffic on a city street, shall be reported to the traffic engineering services office not later than one hour after the need for the emergency repairs is determined. If the emergency repairs obstruct vehicular or

pedestrian traffic on a city street outside of city working hours, the city traffic engineering services office shall be notified of the closure or obstruction not later than nine a.m. on the next working day.

C. All work requiring a traffic control plan shall conform to the conditions and requirements of the approved plan.

D. Where a traffic control plan is required, the approved plan must be available at the site for inspection by the director during all work.

E. If the director determines that actual traffic conditions under the approved plan are hazardous to public safety, the director may require the plan to be immediately modified. If the hazardous conditions cannot be eliminated by plan modification the director may require work under the plan to be stopped, and the plan suspended, until the safety hazard is remedied. (Ord. 2002-004 § 2, 2002: Ord. 98-002 § 2 (part): prior code § 25.04.069-1)

12.20.030 Traffic control plan—Requirements.

A. Application. Before approving a traffic control plan, the director shall require a written submission of a proposed traffic control plan that includes the following information:

1. The name and business address of the applicant.

2. A diagram showing the location of the proposed work area.

3. A diagram showing the location of areas where the public right-of-way will be closed or obstructed.

4. A diagram showing the placement of traffic control devices necessary to perform the work.

5. The proposed phases of traffic control.

6. The time periods when the traffic control will be in effect.

7. The time periods when work will prohibit access to private property from a public right-of-way.

8. A statement that the applicant will comply with the city's noise ordinance during the performance of all work.

9. A statement that the applicant understands that the plan may be modified by the director at any time in order to eliminate or avoid traffic conditions that are hazardous to the safety of the public.

B. Upon receiving a complete proposed traffic control plan, the director shall either approve, approve with modifications or disapprove the plan.

C. If the work to be performed under the approved traffic control plan is not commenced and completed within the times specified in the plan, the plan shall be deemed to

have expired, and shall be void, and a new plan shall be required prior to commencing or continuing work. (Ord. 2002-004 § 3, 2002: Ord. 98-002 § 2 (part): prior code § 25.04.069-2)

12.20.040 Maintenance of construction areas.

A. No person performing work shall cause any public right-of-way, public street, public property or public easement to be covered with construction related trash, debris, garbage, waste material or soil. Public rights-of-way, public streets, public property and public easements affected by work must be cleaned to the satisfaction of the director prior to re-opening these areas to the public.

B. Trench plates shall not be utilized for more than three calendar days in one location and temporary surfacing shall not be utilized for more than five calendar days in one location without prior written approval of director. (Ord. 2002-004 § 4, 2002)

12.20.050 Repair of traffic control systems.

All persons performing work shall repair or replace, to previous condition or better, all existing traffic control system markers or devices that are damaged or destroyed during work within three calendar days of the completion of work in the immediate area unless written direction extending the time period or relieving the persons performing work of this obligation is provided by the director. (Ord. 2002-004 § 5, 2002)

12.20.060 Care of existing known facilities.

All persons performing work shall take reasonable precautions not to damage or destroy existing known facilities. (Ord. 2002-004 § 6, 2002)

12.20.070 Public notification of work.

All persons performing work shall conform to any public notification requirements included in the permit, contract documents, or approved plans. If notification is required, at a minimum, persons performing work shall notify residents and businesses immediately adjacent to the project work in writing two working days in advance of beginning work. The notice shall be approved by the director, shall describe the work to be performed, the anticipated duration of construction, and the name and daytime telephone number of the person performing the work. (Ord. 2002-004 § 7, 2002)

12.20.080 Violation—Administrative penalties.

A. Administrative Penalties. The director may issue an order imposing an administrative penalty to any person violating any provision of this chapter.

1. Notwithstanding any contrary provision of this code, each day a violation of the following code provisions occurs shall constitute a separate violation, and shall be subject to a separate penalty:

a. Section 12.20.020(B).

b. Section 12.20.020(D).

c. Section 12.20.040.

d. Section 12.20.050.

e. Section 12.20.060.

f. Section 12.20.070.

2. Notwithstanding any contrary provision of this code, each fifteen (15) minute period that a violation of the following code provisions occurs shall constitute a separate violation, and a separate administrative penalty may be imposed for each violation:

a. Section 12.20.020(A).

b. Section 12.20.020(C).

3. The administrative penalty for each violation of any provision of this chapter shall be one thousand dollars ($1,000.00). Violations of a specific section of this chapter by the same person occurring during the same work but located in different blocks or located in the same block but occurring on different days or at different times on the same day shall constitute separate violations for which separate administrative penalty orders may be issued.

4. If a person performing work under a contract between the person and the city violates any provision of this chapter, the city may deduct the amount of any administrative penalties imposed hereunder from any funds otherwise payable to the person under the contract.

5. In addition to the aforementioned penalties, the city may withhold issuance of permits for encroachment or excavation in a city street (issued pursuant to Chapter 3.76 or Chapter 12.12 of this code) to any person receiving a final administrative penalty order for a violation of any specific provision of this chapter three times within a two year period; the city may withhold issuance of permits for a period of not longer than two years after said administrative penalty orders are final. Multiple administrative penalty orders issued for continuing violations occurring on the same calendar day shall be considered one administrative penalty order for purposes of this section.

B. Imposition of the Administrative Penalties. The administrative penalty order shall be imposed in accordance with the provisions of Section 1.28.010 of this code, and shall contain the following:

1. The name and address of the violating party, if known;

2. The location, date and time of the violation;

3. A description of the act(s) or condition(s) violating this chapter;

4. The amount of the administrative penalty, with instructions for submitting payment to the city;

5. A statement indicating that the administrative penalty may be appealed, in accordance with the provisions of Section 1.28.010(D)(4) of this code, by filing a written

notice of appeal with the city clerk no later than twenty (20) days after the order is issued to the violator;

6. A statement indicating that the order imposing the administrative penalty shall be final if it is not appealed within the time required;

7. A statement indicating that a party upon whom a final administrative penalty has been imposed may seek review of the order imposing the penalty pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6.

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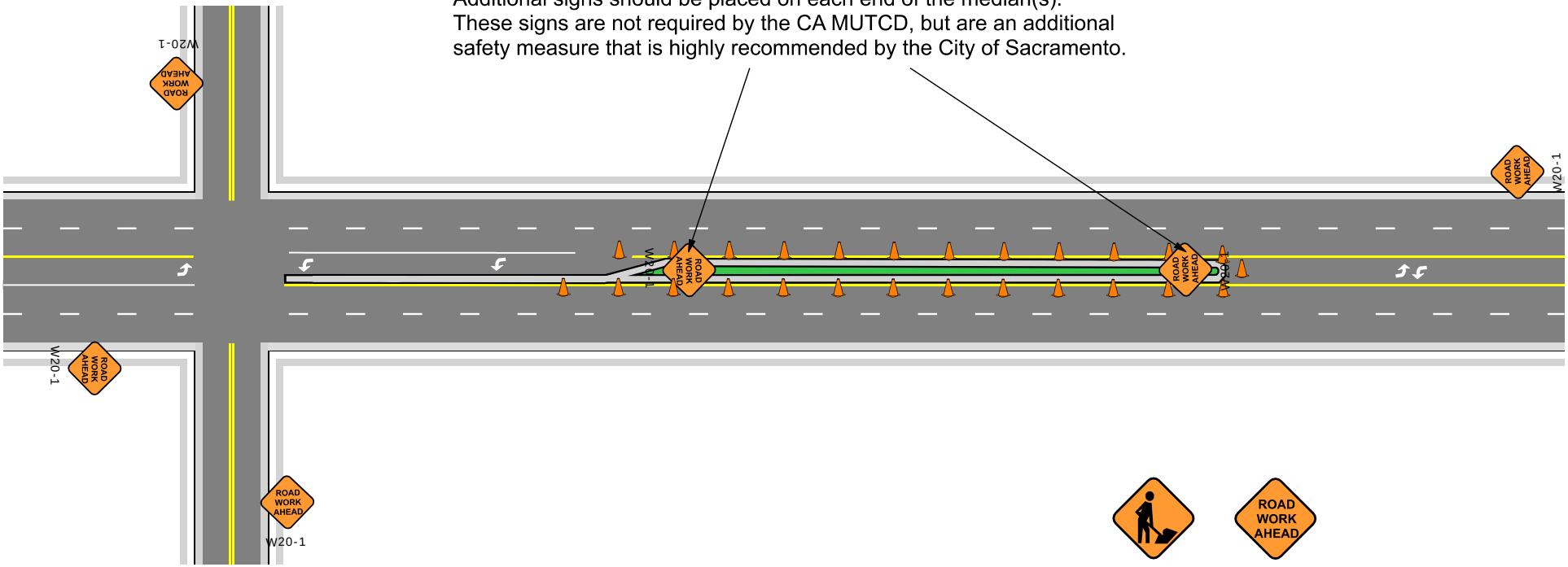
Additional signs should be placed on each end of the median(s).
These signs are not required by the CA MUTCD, but are an additional safety measure that is highly recommended by the City of Sacramento.



W21-1a W20-1

Either sign sign is acceptable.

City of SACRAMENTO Department of Public Works	**Date:** 7/1/2014 **Author:** Streetscape Maintenance **Project:** TYPICAL TEMPORARY TRAFFIC CONTROLS FOR WORK ON MEDIANS
	Comments: Typical temporary traffic control placement for streetscape maintenance work on medians, with no lane closure. Placement of cones must preserve a minimum lane width of at least 10 feet. All work must be contained to median, workers are not to step into traffic lanes. Actual placement of signs and cone spacing will be dictated by traffic volume, speed, and other factors. Refer to CA MUTCD.

THIS ILLUSTRATION IS FOR TRAINING PURPOSES ONLY

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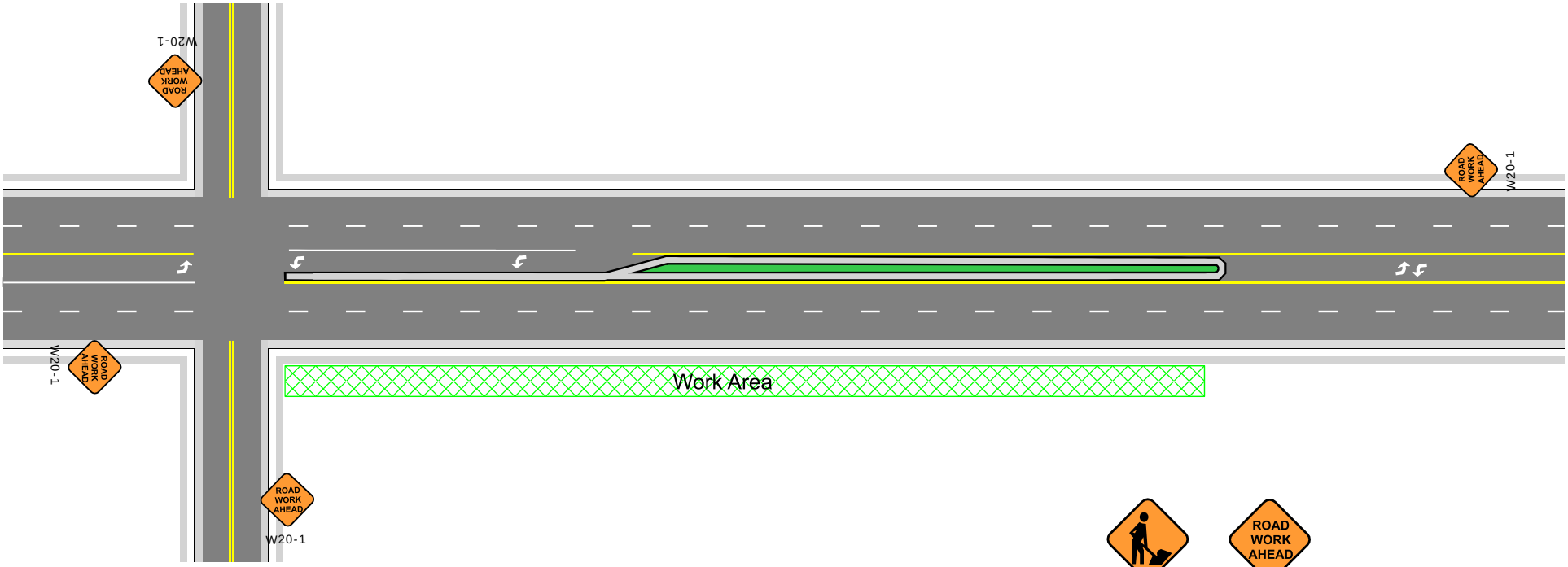
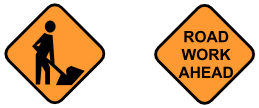
THIS IS ILLUSTRATION IS FOR TRAINING PURPOSES ONLY





W21-1a W20-1

Either sign sign is acceptable.

City of SACRAMENTO Department of Public Works	**Date:** 7/1/2014 **Author:** Streetscape Maintenance **Project:** TYPICAL TEMPORARY TRAFFIC CONTROLS FOR WORK ON SIDE OF ROAD
	Comments: Typical temporary traffic control placement for streetscape maintenance work on side of road, with no lane closure. All work must be contained to side of road, workers are not to step into traffic lanes. Actual placement of signs and cone spacing will be dictated by traffic volume, speed, and other factors. Refer to CA MUTCD.

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $ 118,992 . 00 **.**

2. **Billable Rates.**

CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

B. All invoices submitted by CONTRACTOR shall contain the following information:

(1) Job Name
(2) Description of services billed under this invoice, and overall status of project
(3) Date of Invoice Issuance
(4) Sequential Invoice Number
(5) CITY's Purchase Order Number
(6) Total Contract Amount
(7) Amount of this Invoice (Itemize all Reimbursable Expenses)
(8) Total Billed to Date
(9) Total Remaining on Contract
(10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Requests for payment shall be sent to:

PW Maintenance Services
5730 24th Street, Bldg. 9
Sacramento CA 95822

Attn: Jesus Munoz, Jr.

5. Additional Services. Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.

6. Accounting Records of CONTRACTOR. During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. Taxes. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

Attachment 1

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE / MANNER OF PAYMENT

B16151681002

PRICING SCHEDULE
City of Sacramento
Village Garden Streetscapes Maintenance

This bid is for ALL nine (9) site locations on the attached performance schedules. All columns must be completed correctly for the bid to be considered responsive. The contract term is for one (1) year with the option to extend for two (2) optional years. The City reserves the right to add or delete locations to the scope of the work during the contract term.

LINE ITEM	LOCATION	FIRST YEAR SCHEDULED MAINTENANCE			SECOND YEAR SCHEDULED MAINTENANCE			THIRD YEAR SHEDULED MAINTENANCE		
		MONTHLY PRICE	X	YEARLY PRICE	MONTHLY PRICE	X	YEARLY PRICE	MONTHLY PRICE	X	YEARLY PRICE
1	SUNRISE 94 SD	$158.00	12	$1,896.00	$163.00	12	$1,956.00	$170.00	12	$2,040.00
2	MAIN AVENUE MEDIANS	$215.00	12	$2,580.00	$222.00	12	$2,664.00	$233.00	12	$2,796.00
3	KELTON	$572.00	12	$6,864.00	$590.00	12	$7,080.00	$620.00	12	$7,440.00
4	CHARDONNAY	$63.00	12	$756.00	$65.00	12	$780.00	$69.00	12	$828.00
5	RALEY BLVD MEDIANS	$352.00	12	$4,224.00	$363.00	12	$4,356.00	$382.00	12	$4,584.00
6	NORTHSIDE	$134.00	12	$1,608.00	$138.00	12	$1,656.00	$145.00	12	$1,740.00
7	JONES RANCH	$77.00	12	$924.00	$80.00	12	$960.00	$84.00	12	$1,008.00
8	VILLAGE GARDEN	$1,087.00	12	$13,044.00	$1,120.00	12	$13,440.00	$1,176.00	12	$14,112.00
9	TAYLOR MORGAN	$76.00	12	$912.00	$79.00	12	$948.00	$83.00	12	$996.00
TOTAL OF YEARLY SCHEDULED MAINTENANCE PRICES (*Sum of yearly prices for all locations, above*)		FIRST YEAR SCHEDULED MAINTENANCE SUBTOTAL		$32,808.00	SECOND YEAR SCHEDULED MAINTENANCE SUBTOTAL		$33,840.00	THIRD YEAR SCHEDULED MAINTENANCE SUBTOTAL		$35,544.00
REPAIR CREW RATES (*From total calculated on page "Repair Crew Rates"*)		CREW RATES TOTAL		$5,600.00	CREW RATES TOTAL		$5,600.00	CREW RATES TOTAL		$5,600.00
YEARLY TOTAL (*Sum of Maintenance Subtotal and Repair Crew Rates, above*)		**FIRST YEAR TOTAL**		$38,408.00	**SECOND YEAR TOTAL**		$39,440.00	**THIRD YEAR TOTAL**		$41,114.00

BID TOTAL (*Sum of First, Second, and Third Year Totals*) $118,992.00

COMPANY: New Image Landscape Company	SIGNATURE: Guillermo Ruvalcaba	DATE: August 12, 2015

REPAIR CREW RATES
City of Sacramento Streetscapes

Contractor is to furnish the City of Sacramento hourly rates for repairs and maintenance work, in accordance with the following specifications and provisions.

All repair work shall have prior written authorization from the City on form issued upon award. Repair work is requested on an as-needed basis and the Contractor is not guaranteed all such work in areas where Contractor is currently providing landscape services to the City. The amount of time each repair job may take is subject to negotiation with the City. Rates offered below would be a major determinant in whether repair work will be furnished by the Contractor providing contract services in the same area. Should repair work not be provided by the Contractor, said Contractor may be required to coordinate with the City and another Contractor of the City's choosing in order to complete repairs.

The hourly crew rate quoted shall include all Contractor costs for wages, insurance, overhead and equipment. Fees for materials shall include Contractors lowest / best purchase price, plus tax and markup. Invoices are to be provided upon request.

Item #1 – **GENERAL GARDENING CREW RATE** **(TWO PERSON CREW)**

Provide general gardening services, as required, i.e. plant and special cleanups, pruning and work as such. $ 70.00 per hour

Item #2 – **SPECIALTY IRRIGATION RATE** **(IRRIGATION TECHNICIAN ONLY)**

Provide irrigation repair for valves, solenoids, controllers, lateral and main line breaks and sprinkler replacement. If a helper is required, one and a half (½) times of the General Gardening Crew Rate will be used. **Helper rate must be pre Authorized by Inspector.** $ 65.00 per hour

Item #3 – **EMERGENCY RESPONSE**

In the event and immediate response is required outside normal working hours of 7:30am to 4pm, Monday to Friday, the Streetscapes inspector may authorize an Emergency PER CALL RATE OF NOT TO EXCEED ONE AND ONE HALF (1 ½) TIMES THE HOURLY SPECIALTY IRRIGATION RATE.

#4 – **PERCENTAGE MARKUP ON MATERIALS**

Percentage increase over the best/lowest cost, including Contractor discounts, paid by Contractor for materials approved for replacement or installation. PERCENTAGE MARKUP SHALL NOT BE USED FOR DUMP FEES, EQUIPMENT RENTALS OR ANY OTHER NON-MATERIAL ITEMS. 15 %

BID CALCULATION FOR REPAIR CREW RATES: Use the crew rates and material markup rate offered, above, to calculate the evaluation bid amount, below. *The estimated hours and dollar amount shown above are for bid evaluation purposes only and do not represent what the bidder may or may not earn if awarded the contract.*

General Gardening Crew Rate(*Item # 1*) x 80 hours = $ 5,600.00
Specialty Irrigation Rate (*Item # 2*) x 80 hours = $ 5,200.00
Materials Markup (*Item # 4*) x $7,000 = $ 1,050.00 (*amount of mark up only*)

(TOTAL) $ 11,850.00

ENTER ABOVE TOTAL ON THE MAINTENANCE PRICING SCHEDULE PAGE WHERE INDICATED

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

__X__ Not furnish any facilities or equipment for this Agreement;

or

_____ Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. **Independent Contractor**.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR

sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento

Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services render by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of

activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

> "I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

> Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

> "I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

(2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

(3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (This number will be provided by EBIX after Agreement approval.)
PO Box 257
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to: CertsOnly-Portland@ebix.com

(3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. Entire Agreement. This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Waiver. Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. Assignment Prohibited. The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

B. Sellers Permit: For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

EXHIBIT E
LIVING WAGE REQUIREMENTS
(Nonprofessional Service Agreement)

The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of $100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is $100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS $100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.[1]

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.[2]

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[1] The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

(1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or

(2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

[2] A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

(1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least $1.50 for each hour, then the rates are as follows:

(a) During 2007, the greater of $10.00 an hour or $9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.

(b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

(2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than $1.50 for each hour, then the rates are as follows:

(a) During 2007, the greater of $11.50 an hour or $10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.

(b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

> **This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at www.cityofsacramento.org.**

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

Additional Information

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at **www.cityofsacramento.org**.
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting

utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On …….. (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for …….. (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

Attachment B

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to Employees

If you feel you have been discriminated against by your employer . . .

You May . . .

○ Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

○ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

F. ITEMS REQUIRING BIDDER RESPONSE

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270 , when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
   a. The LBE's principle business office or workspace; or
   b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

[X] **YES** - the firm submitting the bid is qualified as a local business enterprise.

[ ] **NO** - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

1012826

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

7551 14th Avenue

Sacramento, CA 95820

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

2. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [ ] or No [X] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

3. **ELECTRONIC FUNDS TRANSFER (EFT) (informational only):**

Do you have the ability to accept electronic payments (EFT)? Yes [ ] or No [X]

If Yes, what percentage discount would you offer the City to be paid through EFT? _____%

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00869

Title: Agreement: Consultant Services for Bicycle Master Plan (K15120004) [Adjourned from 10/06/2015]

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager to execute a Professional Services Agreement with Fehr & Peers for the Bicycle Master Plan for an amount not to exceed $122,695.

Contact: Fedolia "Sparky" Harris, Principal Planner, (916) 808-2996, Hector Barron, City Traffic Engineer, (916) 808-2669, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Transportation Division

Dept ID: 15001911

Attachments:

1-Description/Analysis

2-Contract

City Attorney Review

Approved as to Form
Gerald Hicks
9/29/2015 11:50:16 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 9/17/2015 3:34:13 PM

Description/Analysis

Issue: On March 18, 2015, staff released a Request for Proposals (RFP) to provide assistance to City staff for the completion of the Bicycle Master Plan. A pre-proposal meeting was held on March 25, 2015 and proposals were due April 10, 2015. Three proposals were deemed responsive to the RFP. Fehr & Peers has been selected to provide the City with the professional services necessary to update the City's Bicycle Master Plan. Council action is required because the cost for these services exceeds $100,000.

Policy Considerations: The following Sacramento 2030 General Plan policies support the analysis proposed to be completed by the recommendation:

M 1.1.1 Right-of-Ways - The City shall preserve and manage rights-of-way consistent with: the circulation diagram, the City Street Design Standards, the goal to provide Complete Streets as described in Goal M 4.2, and the modal priorities for each street segment and intersection established in Policy M4.4.1: Roadway Network Development, Street Typology System.

M 1.2.1 Multimodal Choices - The City shall develop an integrated, multimodal transportation system that improves the attractiveness of walking, bicycling, and riding transit over time to increase travel choices and aid in achieving a more balanced transportation system and reducing air pollution and greenhouse gas emissions.

M 1.2.4 Multimodal Access - The City shall facilitate the provision of multimodal access to activity centers such as commercial centers and corridors, employment centers, transit stops/stations, airports, schools, parks, recreation areas, medical centers, and tourist attractions.

M 1.3.2 Eliminate Gaps - The City shall eliminate "gaps" in roadways, bikeways, and pedestrian networks.

M 4.1.2 Balancing Community, Social, Environmental, and Economic Goals - The City shall evaluate and strive to address community, environmental, and citywide economic development goals when adding or modifying streets, roads, bridges, and other public rights-of-way.

M 4.1.3 Community Outreach - The City shall conduct public outreach to community organizations and members of the general public in corridor planning early in the project development process to identify feasible opportunities to provide community benefits and to lessen any potential impacts of modifications to local streets and roadways.

M 4.2.2 Pedestrian and Bicycle-Friendly Streets - In areas with high levels of pedestrian activity (e.g., employment centers, residential areas, mixed-use areas, schools), the City shall ensure that all street projects support pedestrian and bicycle travel. Improvements may include narrow lanes, target speeds less than 35 miles per hour, sidewalk widths consistent with the Pedestrian Master Plan, street trees, high-visibility pedestrian crossings, and bikeways (e.g. Class II and Class III bike lanes, bicycle boulevards, separated bicycle lanes and/or parallel multi- use pathways).

M 4.2.4 Pedestrian and Bicycle Facilities on Bridges - The City shall identify existing and new bridges that can be built, widened, or restriped to add pedestrian and/or bicycle facilities.

M 4.2.5 Multi-Modal Corridors - Consistent with the Roadway Network and Street Typologies established in this General Plan, the City shall designate multi- modal corridors in the Central City, within and between urban centers, along major transit lines, and/or along commercial corridors appropriate for comprehensive multimodal corridor planning and targeted investment in transit, bikeway, and pedestrian path improvements if discretionary funds become available.

M 4.2.6 Identify and Fill Gaps in Complete Streets - The City shall identify streets that can be made “complete” either through a reduction in the number or width of travel lanes or through two-way conversions, with consideration for emergency vehicle operations. The City shall consider including new bikeways, sidewalks, on-street parking, and exclusive transit lanes on these streets by re- arranging and/or re-allocating how the available space within the public right of way issued. All new street configurations shall provide for adequate emergency vehicle operation.

Environmental Considerations:

California Environmental Quality Act (CEQA): The award of a professional services agreement is not subject to CEQA review. It is anticipated that future projects identified in this study may be implemented using federal transportation funds. As such, federal guidelines for the development of the purpose and needs statement will be followed. Future projects will be subject to environmental evaluation under CEQA guidelines and possibly National Environmental Policy Act (NEPA) requirements.

Sustainability Considerations: The recommended action supports the Climate Action Plan goal to create a connected multi-modal transportation network that increases the use of sustainable modes of transportation (e.g., walking, biking, transit) and reduces dependence on automobiles and greenhouse gas emissions.

Other: None.

Committee/Commission Action: None.

Rationale for Recommendation: A Request for Proposals for professional services was advertised for the project per City guidelines. Three proposals were received by the close of the submittal period.

A selection committee comprised of staff from the Department of Public Works, Economic Development Department, Community Development Department, and Parks and Recreation Department reviewed the proposals. Two consultant teams were interviewed on June 9, 2015. Fehr & Peers was chosen as the preferred firm and notified on June 23, 2014. Scope negotiations followed to the mutual satisfaction of both parties with unsubstantial effect on the proposed budget.

The professional services to be performed by Fehr & Peers will include:

- Project Management
- Public Participation and Public Outreach
- Equity Analysis to ensure equitable distribution of bicycle facilities
- Collect data and create an inventory for existing bike parking available to the public
- Final document layout and graphic support

The study is expected to be completed in approximately 6 months.

Fehr & Peers was notified that it had been selected to perform the professional services necessary to complete the Bicycle Master Plan (K15120004) and contract negotiations began. Negotiations have been completed satisfactorily and the revised scope and budget appear in this staff report for Council approval.

Financial Considerations: The total estimated cost for the Bicycle Master Plan Project is $149,973.

The Bikeway Program (K15120000) has a total budget of $1,319,909. To date $613,530 has been expended among several program activities, and staff anticipates an additional $706,379 will be needed to complete all program activities, and of this $149,972 will be needed to complete the Bicycle Master Plan Project. As of September 16, 2015 the Bikeway Program (K15125000) has an unobligated balance is $706,379.

The Bikeway Program (K15125000) has expended the following since its inception in 2012, leaving an unobligated balance of $706,379.

Project Title	Cost
Program Management	$519,441
Front Street Bike Lanes	$ 59,115
Del Rio Bike Trail	$ 32,252
Bicycle Master Plan	$ 2,722
	$613,530

The unobligated balance of $706,379 is sufficient to complete the remaining three projects and cover the remaining program management:

Program Management	$272,773
Front Street Bike Lanes	$265,885
Del Rio Bike Trail	$ 17,748
Bicycle Master Plan	$149,973
	$706,379

The unobligated balance of $149,973 within the Bicycle Master Plan Project is sufficient to execute the agreement with Fehr & Peers for an amount not to exceed $122,695, cover the other remaining project costs, cover the remaining program management costs, and complete the remaining two projects. There are no General Funds allocated for this project.

Local Business Enterprise (LBE) Preference Program: Fehr & Peers, the selected consultant, is an LBE.

PROJECT #: K15120004
PROJECT NAME: Bicycle Master Plan
DEPARTMENT: Public Works
DIVISION: Transportation

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTS, LANDSCAPE ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

Fehr & Peers
2523 J Street, Suite 200, Sacramento, CA 95816
Phone: (916) 773-1900

("CONTRACTOR"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

2. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name: Jerry Way

Title: Director of Public Works

For: John F. Shirey, City Manager

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Attachments

Exhibit A - Scope of Service
Exhibit B - Fee Schedule/Manner of Payment
Exhibit C - Facilities/Equipment Provided
Exhibit D - General Provisions
Exhibit E - Non-Discrimination in Employee Benefits

CONTRACTOR:

Fehr & Peers
NAME OF FIRM

68-0065540
Federal I.D. No.

32372443
State I.D. No.

139007
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
__✓__ Corporation *(may require 2 signatures)*
_____ Limited Liability Company
_____ Other (*please specify:* _____)

Signature of Authorized Person

Matthew Henry, President
Print Name and Title

Additional Signature *(if required)*

Marion Donnelly, CFO
Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Fehr & Peers

Address: 2523 J Street, Suite 200, Sacramento, CA 95816

The above named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.

2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

   b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by

authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

9/11/15
Date

Matthew Henry
Print Name

President
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Fedolia "Sparky" Harris, Project Manager
915 I Street, 2nd Floor, Sacramento, CA 95814
Phone: (916) 808-2996 / Email: FHarris@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

David Carter / Project Manager
Fehr & Peers
2523 J Street, Suite 200, Sacramento, CA 95816
Phone: (916) 773-1900 / Email: d.carter@fehrandpeers.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Insurance. Insurance requirements are specified in Exhibit D, Section 11.

3. Conflict of Interest Requirements.

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

(1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;

(2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and

(3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: _____ yes ___✓___ no *[check one]*

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

(1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";

(2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. Scope of Services.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

5. Time of Performance. The services described herein shall be provided through December 31, 2016

ATTACHMENT 1 TO EXHIBIT A

FEHR & PEERS

TASK 1: PROJECT MANAGEMENT

Fehr & Peers is the prime consultant for this project and will be responsible for overall project management. David Carter will serve as project manager and will report directly to the City project manager.

Our state-of-the-art project management system, using the Vision platform, provides on-line real-time cost and budget status. This information is used to generate weekly and monthly progress reports. These monthly reports are provided with each invoice and include comparisons of project budget spent versus workload complete.

PROJECT MANAGEMENT TASKS

- Coordination meetings with the project team, including client representatives in addition to others as desired by the client project manager - Fehr & Peers will attend up to four project coordination meetings.
- Monthly progress and invoices to the client project manager; and
- Agendas, materials packets, and minutes for all coordination meetings.

TASK 2: PUBLIC PARTICIPATION AND PUBLIC OUTREACH

Fehr & Peers, assisted by AIM and ETG, will coordinate with City of Sacramento staff to engage the public throughout the BMP Process.

Fehr & Peers will attend:

- Community Meeting (1 Meeting)
- Stakeholder Technical Coordination Meetings (4 Meetings)

Fehr & Peers will also coordinate with AIM to develop content and mapping for use at community events.

Please see separate Public Outreach Scope of Work which details efforts included as part of Task 2, including the Community Meeting, and ETG's Scope of Work which describes the stakeholder technical coordination meetings.

TASK 3: EQUITY ANALYSIS TO INSURE EQUITABLE DISTRIBUTION OF BICYCLE FACILITIES

The project team understands that equity represents a major focus of this effort, and that not all areas of the City are served by the same level of bicycle facility investments. This task would thoroughly document and analyze existing socio-economic conditions within the City and result in a prioritized network of planned bicycle facilities that equitably serves all City neighborhoods.

EQUITY ANALYSIS

Geospatial data is a key component for determining the relationships between existing bike facilities and the surrounding environment in the City. Fehr & Peers will compile a comprehensive GIS database to manage the many data layers provided by the City used for the bicycle master plan, and utilize GIS tools to analyze spatial relationships and display convincing map results.

Equity analysis represents an important tool for planning new or improved bicycle facilities. Using our GIS tools, we will model demographic information and the existing bicycle facility system to identify locations where applied investment will gain the highest return. The process will identify areas in need of investment to help make a more complete and equitable bicycle system.

The following include common metrics and procedures that will be analyzed to help plan bike facility improvements in disadvantaged areas:

1. Auto Ownership – Identify the highest and lowest auto ownership levels. This metric is helpful in our analysis due to its parallel nature with households below poverty.
2. Bike to Work – This metric used in conjunction with the identified disadvantaged areas will help the prioritization process when identifying new or improved facilities.
3. Transit to Work – Transit trips are transit-only mode trips, but it's common for commuters to link their bike trips with transit trips. The two modes operate closely together and therefore our analysis will utilize transit data to help the planning process.
4. Connectivity Analysis – Gaps are common in any bikeway system and our approach identifies those gaps that may have a regional significance and/or key local connections to major destinations.
5. Collision Analysis – Bike collision data will be collected and analyzed for at least 7 years of historical data. The purpose is to identify the following:
   a. High density or collision frequency locations
   b. Trends and patterns that may impact safety

DELIVERABLES

Fehr & Peers will deliver the following to the City:

1. Map visuals for each metric and the final Equity Analysis results. Maps will be designed for report sized graphics and poster sizes for community outreach.
2. Tables and graphs – We will provide tables and graphs as appropriate to help communicate the different metrics.
3. We will provide all vector data layers used in the analysis in standard ESRI shapefile format and all raster data in standard ESRI raster format.

TASK 4: COLLECT DATA AND CREATE AN INVENTORY FOR EXISTING BIKE PARKING AVAILABLE TO THE PUBLIC

Enterprise GIS is the ability to store geospatial map data in a central location serving multiple users. For this effort, Fehr & Peers will utilize Enterprise GIS as a tool to share content with a variety of individuals. Fehr & Peers proposes to develop the Enterprise GIS system for this project for this key task:

CROWDSOURCE+ BICYCLE PARKING INVENTORY

Crowdsourcing applications are web vehicles for engaging the community with a project/task and seeking their assistance and knowledge, which may be accessed via a smart device or computer. Fehr & Peers will utilize an Enterprise GIS system to engage the community to seek

their knowledge and give them the ability to share content by mapping locations, type, and number of bicycle parking spaces. This gives the bicycling community an opportunity to play an active role in the Bicycle Master Plan and share details that may otherwise not be available through other resources. We will work with the City to design the crowd sourcing content and information users can provide that will assist the Bicycle Master Plan.

Fehr & Peers will also work with the City to make additional content developed as part of the BMP available to the public via the interactive Enterprise GIS system (accessed via the project website). This additional content may include mapping of popular bicycle destinations, locations of planned bicycle facilities, locations of needed improvements to existing bicycle facilities, intersection improvements, and/or challenges to bicycle travel.

TASK 5: FINAL DOCUMENT LAYOUT AND GRAPHIC SUPPORT

The team will collaborate with City staff to review previously completed materials and to produce a Final Bicycle Master Plan incorporating all elements produced by City staff and the project team.

For the Bicycle Master Plan, we will utilize GIS software as the main tool for creating map visuals to serve the final report document, posters for community outreach meetings, and web ready content. We will work with the City to develop and design a standard basemap that will effectively communicate all technical content. All GIS visuals may be incorporated into other Adobe visual design software for report production purposes, posters, or web ready content. Other non-GIS visuals will be created in Adobe Illustrator CC, InDesign CC, or Photoshop CC.:

Recommendations will be made to the City regarding organization and layout of the document, and a concise executive summary will be developed. The final report will be produced in Microsoft Word, and we have budgeted up to 80 hours of staff time to assist in creating the final document.

DELIVERABLES:

1. All supporting electronic visuals (JPG, PNG, PDF, etc.) linked into the final document
2. The final electronic document, including complementary web-based content

OPTIONAL ITEMS:

- Additional Project Coordination Meetings: Fehr & Peers would attend up to two additional project coordination meetings (beyond the four included as part of our scope).
- Attendance at Community Events: Fehr & Peers would attend up to five community events during outreach phases 1 and 2.
- Assistance for BAC, Planning Commission, and City Council Presentations: Fehr & Peers would assist with presentation development including compiling analysis and mapping completed as part of the BMP, and assisting with responding to technical inquiries made by representatives from the Boards and/or public.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $____122,694.98____.

2. **Billable Rates.**

   CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

   A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

   B. All invoices submitted by CONTRACTOR shall contain the following information:

      (1) Job Name
      (2) Description of services billed under this invoice, and overall status of project
      (3) Date of Invoice Issuance
      (4) Sequential Invoice Number
      (5) CITY's Purchase Order Number
      (6) Total Contract Amount
      (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
      (8) Total Billed to Date
      (9) Total Remaining on Contract
      (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

   C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Requests for payment shall be sent to:

City of Sacramento
Department of Public Works
915 I Street, 2nd Floor, Sacramento, CA 95814
(916) 808-2996

Attn: "Sparky" Harris

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform said Additional Services.

6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

Attachment 1 to Exhibit B

I. COMPENSATION AND PAYMENT

A. CONTRACTOR shall not commence performance until a written "Notice to Proceed" has been issued by CITY Project Manager.

B. CONTRACTOR shall be reimbursed for services at the specific rate of compensation in the approved 10-H Form(s). Unless specifically identified as some other method, the specified rates shall include direct/base hourly rate, fringe benefits, overhead, and profit.

C. CONTRACTOR shall be reimbursed for Other Direct Costs (ODC), at rates as identified on the approved 10-H Form(s) with receipts for actual costs.

D. If applicable, CONTRACTOR shall pay prevailing wages to those workers employed on public works contracts performing applicable duties as required by the State Labor Code and City Code 3.60.180. CONTRACTOR shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Based on prevailing adjustments, CONTRACTOR may request an adjustment in the rate(s) in the 10-H form. These adjusted rates will not go into effect until the approval date by the City of the Supplemental Agreement. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. A mistake, inadvertence, or neglect by CONTRACTOR in failing to pay the correct rates of prevailing wage will be remedied solely by CONTRACTOR and will not, under any circumstances, be considered as the basis of a claim against CITY on this Agreement.

E. Unless specifically stated, the contract shall be a not-to-exceed by task, Other Direct Cost (ODC) line item, and total budget as included in the Cost Proposal. Written approval by CITY Project Manager is required for reallocation of budget between tasks, between ODC line items, or between tasks and ODCs. All reallocation requests must include a revised Cost Proposal. If the reallocation will directly or indirectly require an increase in the total contract amount, it will be require a Supplemental Agreement to be approved by the CITY as described in Section G.

F. Written approval by CITY Project Manager is required for any staff substitutions or additions of staff under classifications included in the 10-H Form(s).

1. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.
2. Any addition or substitution shall be paid at the same or lower rate of the previously approved or similar classification.

3. If a substitution involves Key Staff, CONTRACTOR shall request and justify the need for substitution and obtain written approval from CITY Project Manager. The justification shall include a resume of the proposed new Key Staff.

If the staff addition or substitution will include a new classification, any rate increase, or will directly or indirectly require an increase in total contract amount, it will require a Supplemental Agreement to be approved by the CITY as described in Section G.

No work shall commence until written approval by the CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of approval by the City, shall not be reimbursed.

G. Supplemental Agreements are required for any changes to the scope and terms of the agreement, including but not limited to the following:

1. Increasing the Agreement not-to-exceed amount.
   a. Any increase to the not-to-exceed amount shall include a cost proposal documenting the increase.

2. Adding task(s) within the advertised scope.

3. Adding new classifications or adjusting rates:
   a. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.
   b. CONTRACTOR may request cost of living increases in base salary of staff after the contract has been in effect for one year. The maximum increase, if approved, shall be the annual Cost of Living Adjustment (COLA) increase as calculated and used by the Social Security Administration. Any approved increase shall not go into effect until a Supplemental Agreement is executed.

4. Adding SUBCONTRACTORS.

5. Adding new Other Direct Cost (ODC) items not included in 10-H Form.

6. Extending the sunset date of the Agreement.

No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of the execution of the Supplemental Agreement by the City, shall not be reimbursed.

H. Monthly Invoices

1. Invoices shall be made in arrears based on services provided at specific hourly rates and other direct cost(s) incurred per the approved 10-H Form(s).

2. CONTRACTOR AND SUBCONTRACTOR invoices shall be submitted using the City-template and include the following:
   a. Task, Budget, and Billing Summary.
   b. A copy of all invoices for Other Direct Costs and appropriate back up documentation, at rates consistent with the approved 10-H Form(s).
   c. A copy of SUBCONTRACTOR invoices using the City template.
   d. CONTRACTOR Project Manager's signature certifying that all charges have been reviewed and are in compliance with the contract terms.
   e. Written approval of CITY Project Manager for any overtime expenses for Prevailing Wage staff consistent with the approved 10-H Form(s).
   f. Written approval by CITY and CONTRACTOR of Reallocation of Budget between Tasks or between Tasks and Other Direct Costs.

3. For non-federally funded projects, CONTRACTOR shall meet the 5% Local Business Enterprise (LBE) participation requirement, unless an LBE waiver has been obtained by CITY Project Manager prior to the agreement being executed. CONTRACTOR will track LBE utilization, including for all subcontractors, and include the percentage achieved with each invoice. The 5% requirement only applies to those agreements awarded for a not-to-exceed amount over $100,000.

4. For federally funded projects in compliance with 49 CFR 26.37, a Disadvantaged Business Enterprises Utilization Report (Form ADM-3069) is required, as specified in this Agreement.

5. CONTRACTOR may include SUBCONTRACTOR costs that are treated by the CONTRACTOR as accrued due to such costs having been billed by the SUBCONTRACTOR to CONTRACTOR and recognized by CONTRACTOR and CITY as valid, undisputed, due and payable.

6. CONTRACTOR shall not add a mark-up to SUBCONTRACTORs for professional services or other direct costs included in the approved 10-H form(s).

7. Invoices for approved monthly services shall be submitted by CONTRACTOR and received by CITY Project Manager within 45 calendar days of the completion of the approved monthly services specified in the Task, Budget, and Billing Summary.

II. COST PRINCIPLES

A. All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

B. For federally funded projects, all costs must be in accordance with the cost principles of Title 48 Code of Federal Regulations (CFR), Part 31, Contract Cost Principles and Procedures (48 CFR 31 et seq.).

C. For federally funded projects, CONTRACTOR agrees to comply with federal procedures in accordance with Title 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18).

D. Any costs for which payment had been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR 31 or 49 CFR 18 are subject to repayment by CONTRACTOR to CITY.

III. CONFLICT OF INTEREST

A. CONTRACTOR shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. CONTRACTOR shall list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.

B. CONTRACTOR certifies that it does not now have, nor shall it acquire in the future, any financial or business interest that would conflict with the performance of services under this contract.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article III.

D. CONTRACTOR certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for SUBCONTRACTORS whose services are limited to providing surveying or materials testing information, no SUBCONTRACTOR who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

IV. PROVISIONS FOR REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. In the event of breach or violation of this warranty, CITY shall have the right in its discretion: to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

V. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONTRACTOR certifies to the best of his or her knowledge and belief that:

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

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in

connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

VI. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by CITY'S Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.

D. CONTRACTOR and SUBCONTRACTORS' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by CITY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into

the contract by this reference if directed by CITY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

VII. SUBCONTRACTING

A. CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by CITY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

B. Any subcontract entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to SUBCONTRACTORS.

C. Any substitution of SUBCONTRACTORS must be approved in writing by CITY's Contract Administrator prior to the start of work by the SUBCONTRACTOR.

VIII. RETENTION OF RECORDS/AUDIT

A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, SUBCONTRACTORS, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTORS that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. All subcontracts shall contain this provision.

***All referenced forms and sample templates will be provided by CITY.**

Bicycle Master Plan

	Fehr & Peers															Echelon Transportation Group									AIM Consulting										
	Staff Name and or Classification	Bob Grandy Principal	David Carter Associate	Matt Benjamin Sr Associate	Charlie Alexander Associate	Steve Rhyne Senior Technician	Carrie Carsell Senior Technician	Marissa Harned Sr. Engineer/	Jimmy Fong Engineer/ Planner	JoLynn Souto Admin Support	Hours Subtotal	Labor Costs	OH + Fringe 176.17%	Profit 7%	Total Cost	Engel Project Manager	Shunk Project Engineer	Behrens Project Planner	Hours Subtotal	Labor Costs	OH + Fringe 141%	Profit 7%	Total Cost	G. Cornell Outreach Manager	C. Zanze Outreach Asst.	M. Lang Graphics Designer	A. Ballinger Outreach Coordinator	Hours Subtotal	Labor Costs	OH + Fringe 223%	Profit 7%	Total Cost	Hours Total	Cost Total
	Actual Base Hourly Rate	$ 84.10	$ 47.60	$ 69.71	$ 50.96	$ 46.88	$ 36.63	$ 37.02	$ 30.29	$ 26.44						$ 58.00	$ 46.00	$ 31.25						$ 48.08	$ 24.04	$ 35.00	$ 15.63							
Task 1: Project Management	Hours	6	42	0	0	0	0	0	0	6	54	$ 2,662.44	$ 4,690.42	$ 514.70	$ 7,867.56	8			8	$ 464.00	$ 654.24	$ 78.28	$ 1,196.52					0	$ -	$ -	$ -	$ -	62	$ 9,064.08
Task 2: Public Participation and Outreach	Hours	6	36	6	6	14	40	0	12	4	124	$ 5,532.98	$ 9,747.45	$ 1,069.63	$ 16,350.06	28	8		36	$ 1,992.00	$ 2,808.72	$ 336.05	$ 5,136.77	80	132	26	200	438	$ 11,055.68	$24,654.17	$ 2,499.69	$ 38,209.54	598	$ 59,696.37
Task 3: Equity Analysis	Hours	4	12	6	6	16	26	6	14	2	92	$ 4,033.14	$ 7,105.18	$ 779.68	$ 11,918.01	16	40		56	$ 2,768.00	$ 3,902.88	$ 466.96	$ 7,137.84					0	$ -	$ -	$ -	$ -	148	$ 19,055.85
Task 4: Collect Data and Create Inventory	Hours	0	10	2	2	24	36	6	20	2	102	$ 4,041.94	$ 7,120.69	$ 781.38	$ 11,944.01				0	$ -	$ -	$ -	$ -					0	$ -	$ -	$ -	$ -	102	$ 11,944.01
Task 5: Final doc layout and graphic support	Hours	4	16	10	10	10	24	6	48	10	138	$ 5,593.06	$ 9,853.29	$ 1,081.24	$ 16,527.60	8	12	12	32	$ 1,391.00	$ 1,961.31	$ 234.66	$ 3,586.97					0	$ -	$ -	$ -	$ -	170	$ 20,114.57
Total		20	116	24	24	64	126	18	94	24	510	$ 21,863.56	$ 38,517.03	$ 4,226.64	$ 64,607.24	60	60	12	132	$ 6,615.00	$ 9,327.15	$1,115.95	$ 17,058.10	80	132	26	200	438	$ 11,055.68	$24,654.17	$ 2,499.69	$ 38,209.54	1080	$ 119,874.88
Other Direct Costs:																																			
Mileage/Parking															$ 560.00									Mileage/Parking								$ 200.00		$ 760.00
Meeting Supplies/Postage															$ 260.10									Meeting Supplies/Postage								$ 400.00		$ 660.10
Printing/Reprographics																								Printing/Reprographics								$ 1,400.00		$ 1,400.00
Grand Total															**$ 65,427.34**								**$ 17,058.10**									**$ 40,209.54**		**$ 122,694.98**

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): Original

CONTRACTOR Name: Fehr & Peers Date: 8/21/2015

Project Name: Bicycle Master Plan

Project #: K15120004

Fringe Benefit %	+	*Overhead %	=	Combined %
71.17%		105.00%		176.17%

Profit %: 7.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Principal	Bob Grandy	$84.10	$248.52	$248.52
X		Associate	David Carter	$47.60	$140.66	$140.66
		Senior Associate	Matthew Benjamin	$69.71	$205.99	$205.99
		Associate	Charlie Alexander	$50.96	$150.59	$150.59
		Senior Technician	Steve Rhyne	$46.88	$138.53	$138.53
		Senior Technician	Carrie Carsell	$36.63	$108.24	$108.24
		Senior Engineer/Planner	Marissa Harned	$37.02	$109.39	$109.39
		Engineer/Planner	Jimmy Fong	$30.29	$89.51	$89.51
		Administrative Support	Jolynn Souto	$26.44	$78.13	$78.13
		Administrative Support	Stephanie Taylor	$24.28	$71.75	$71.75
		Administrative Support	Tanya Zito	$25.00	$73.88	$73.88
		Associate	Brandy Foust	$47.60	$140.66	$140.66
		Engineer/Planner	Kyle Shipley	$29.81	$88.09	$88.09
		Engineer/Planner	Rebecca Shafer	$28.85	$85.25	$85.25
		Engineer/Planner	Allison Crump	$30.29	$89.51	$89.51
		Engineer/Planner	Neil Smolen	$31.25	$92.34	$92.34
		Engineer/Planner	Ryan Sager	$31.25	$92.34	$92.34
		Engineer/Planner	David Manciati	$25.00	$73.88	$73.88
		Senior Technician	Sarah Holland	$33.17	$98.02	$98.02
		Senior Technician	James Sellards	$46.39	$137.08	$137.08
		Technican	Jessica Sandoval	$25.00	$73.88	$73.88
		Senior Engineer/Planner	Neil Conti	$42.31	$125.03	$125.03
		Engineer/Planner	Carly Sieff	$32.21	$95.18	$95.18

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal.		
		Description	Rate
		Mileage/Parking	Current IRS rate
		Meeting Supplies/Postage	At Cost

1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
2. Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
3. The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
5. Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
6. Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.
7. Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
9. ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

David Carter, Associate

COST PROPOSAL

Bicycle Master Plan

	Fehr & Peers																
Staff Name and or Classification	Bob Grandy Principal	David Carter Associate	Matt Benjamin Sr Associate	Charlie Alexander Associate	Steve Rhyne Senior Technician	Carrie Carsell Senior Technician	Marissa Harned Sr. Engineer/ Planner	Jimmy Fong Engineer/ Planner	JoLynn Souto Admin Support	Hours Subtotal	Labor Costs	OH + Fringe 176.17%	Profit 7%	Total Cost	Hours Total	Cost Total
Actual Base Hourly Rate	$ 84.10	$ 47.60	$ 69.71	$ 50.96	$ 46.88	$ 36.63	$ 37.02	$ 30.29	$ 26.44							
Task 1: Project Management — Hours	6	42	0	0	0	0	0	0	6	54	$ 2,662.44	$ 4,690.42	$ 514.70	$ 7,867.56	54	$ 7,867.56
Task 2: Public Participation and Outreach — Hours	6	36	6	6	14	40	0	12	4	124	$ 5,532.98	$ 9,747.45	$ 1,069.63	$ 16,350.06	124	$ 16,350.06
Task 3: Equity Analysis — Hours	4	12	6	6	16	26	6	14	2	92	$ 4,033.14	$ 7,105.18	$ 779.68	$ 11,918.01	92	$ 11,918.01
Task 4: Collect Data and Create Inventory — Hours	0	10	2	2	24	36	6	20	2	102	$ 4,041.94	$ 7,120.69	$ 781.38	$ 11,944.01	102	$ 11,944.01
Task 5: Final doc layout and graphic support — Hours	4	16	10	10	10	24	6	48	10	138	$ 5,593.06	$ 9,853.29	$ 1,081.24	$ 16,527.60	138	$ 16,527.60
Total	20	116	24	24	64	126	18	94	24	510	$21,863.56	$ 38,517.03	$ 4,226.64	$ 64,607.24	510	$ 64,607.24
Other Direct Costs:																
Mileage/Parking														$ 560.00		$ 560.00
Meeting Supplies/Postage														$ 260.10		$ 260.10
Grand Total														**$ 65,427.34**		$ 65,427.34

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): Original

CONTRACTOR Name: AIM Consulting, Inc. Date: 8/21/2015

Project Name: Bicycle Master Plan

Project #: K15120004

Fringe Benefit %	+	*Overhead %	=	Combined %
21.00%		202.00%		223.00%

Profit %: 7.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not Include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Outreach Manager	Gladys Cornell	$48.08	$166.17	$166.17
		Assistant Outreach Manager	Ciara Zanze	$24.04	$83.08	$83.08
		Graphics Designer	Melinda Lang	$35.00	$120.96	$120.96
		Outreach Coordinator	Ashley Ballinger	$15.63	$54.02	$54.02
		Outreach Coordinator	Nicole Porter	$15.63	$54.02	$54.02

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal.		
		Description	Rate
		Mileage/Parking	At cost
		Meeting Supplies/Postage	At cost
		Printing/Reprographics	At cost

1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
2. Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
3. The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
5. Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
6. Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.
7. Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
9. ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

Gladys Cornell

COST PROPOSAL

Bicycle Master Plan

	AIM Consulting											
	Staff Name and or Classification	G. Cornell Outreach Manager	C. Zanze Outreach Asst.	M. Lang Graphics Designer	A. Ballinger Outreach Coordinator	Hours Subtotal	Labor Costs	OH + Fringe 223%	Profit 7%	Total Cost	Hours Total	Cost Total
	Actual Base Hourly Rate	$ 48.08	$ 24.04	$ 35.00	$ 15.63							
Task 2: Public Participation and Outreach												
Mgmt	Hours	18	14		12	44	$ 1,389.56	$ 3,098.72	$ 314.18	$ 4,802.46	44	$ 4,802.46
Database	Hours	6	12		18	36	$ 858.30	$ 1,914.01	$ 194.06	$ 2,966.37	36	$ 2,966.37
Phase 1 mtgs	Hours	18	36	12	70	136	$ 3,244.98	$ 7,236.31	$ 733.69	$ 11,214.98	136	$ 11,214.98
Phase 2 mtgs	Hours	10	22	8	30	70	$ 1,758.58	$ 3,921.63	$ 397.61	$ 6,077.83	70	$ 6,077.83
Phase 3 mtgs	Hours	14	22	6	38	80	$ 2,005.94	$ 4,473.25	$ 453.54	$ 6,932.73	80	$ 6,932.73
Calendar	Hours	2	4		8	14	$ 317.36	$ 707.71	$ 71.76	$ 1,096.83	14	$ 1,096.83
Webpage	Hours	8	12		16	36	$ 923.20	$ 2,058.74	$ 208.74	$ 3,190.67	36	$ 3,190.67
Media	Hours	4	10		8	22	$ 557.76	$ 1,243.80	$ 126.11	$ 1,927.67	22	$ 1,927.67
Task 2 Subtotal		80	132	26	200	438	$ 11,055.68	$ 24,654.17	$ 2,499.69	$ 38,209.54	438	$ 38,209.54
Total		80	132	26	200	438	$ 11,055.68	$ 24,654.17	$ 2,499.69	$ 38,209.54	438	$ 38,209.54
Other Direct Costs												
Mileage/Parking										$ 200.00		$ 200.00
Meeting Supplies/Postage										$ 400.00		$ 400.00
Printing/Reprographics										$ 1,400.00		$ 1,400.00
ODC Subtotal		0	0	0	0	0	$ -	$ -	$ -	$ 2,000.00		$ 2,000.00
Grand Total										**$ 40,209.54**		**$ 40,209.54**

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): Original

CONTRACTOR Name: Echelon Transportation Group Date: 8/21/2015

Project Name: Bicycle Master Plan

Project #: K15120004

Fringe Benefit %	+	*Overhead %	=	Combined %
18.00%		123.00%		141.00%

Profit %: 7.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not Include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Project Manager	Adrian Engel	$58.00	$149.56	$149.56
		Project Engineer	William Shunk	$46.00	$118.62	$118.62
		Project Planner	Greg Behrens	$31.25	$80.58	$80.58
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal.	Description	Rate

1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
2. Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
3. The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
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6. Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.
7. Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
9. ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

(type/print name here)

COST PROPOSAL

Bicycle Master Plan

	Echelon Transportation Group										
	Staff Name and or Classification	Engel Project Manager	Shunk Project Engineer	Behrens Project Planner	Hours Subtotal	Labor Costs	OH + Fringe 141%	Profit 7%	Total Cost	Hours Total	Cost Total
	Actual Base Hourly Rate	$ 58.00	$ 46.00	$ 31.25							
Task 1: Project Management	Hours	8			8	$ 464.00	$ 654.24	$ 78.28	$ 1,196.52	8	$ 1,196.52
Task 2: Public Participation and Outreach	Hours	28	8		36	$ 1,992.00	$ 2,808.72	$ 336.05	$ 5,136.77	36	$ 5,136.77
Task 3: Equity Analysis	Hours	16	40		56	$ 2,768.00	$ 3,902.88	$ 466.96	$ 7,137.84	56	$ 7,137.84
Task 4: Collect Data and Create Inventory	Hours				0	$ -	$ -	$ -	$ -	0	$ -
Task 5: Final doc layout and graphic support	Hours	8	12	12	32	$ 1,391.00	$ 1,961.31	$ 234.66	$ 3,586.97	32	$ 3,586.97
Subtotal		60	60	12	132	$ 6,615.00	$ 9,327.15	$ 1,115.95	$ 17,058.10	132	$ 17,058.10
Other Direct Costs											$ -
Grand Total									**$ 17,058.10**		**$ 17,058.10**

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

✓ Not furnish any facilities or equipment for this Agreement;

or

_____ Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

GENERAL PROVISIONS

1. Independent Contractor.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform

services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and

technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Claims"), including but not limited to Claims arising from personal injury or death, damage to personal, real, or intellectual property, or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to, or relate to any negligent act or omission, recklessness, or willful misconduct of CONTRACTOR, its sub-consultants, subcontractors, or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, CITY, its agents, servants, or independent contractors who are directly responsible to CITY, or (ii) the active negligence of CITY.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits, or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and

subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

> "I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

> Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

> "I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

(4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million ($1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:

Is ✓ Is not _____ *[check one]* required for this Agreement.

If required, such coverage must be continued for at least 2 year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

(2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

(3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (This number will be provided by EBIX after Agreement approval.)
PO Box 257
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to: CertsOnly-Portland@ebix.com

(3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. Entire Agreement. This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Waiver. Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to

jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

    A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

    B. Sellers Permit: For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

    C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting

utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directly on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On _____ (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for _____ (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

Attachment B

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

○ Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

○ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Fehr & Peers

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
100 Pringle Avenue, Suite 600

Requester's name and address (optional)

6 City, state, and ZIP code
Walnut Creek, CA 94596

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
6 8 – 0 0 6 5 5 4 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/6/2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

YEAR

CALIFORNIA FORM

2015 Withholding Exemption Certificate 590

The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name
City of Sacramento

Payee

Name
Fehr & Peers

☐ SSN or ITIN ☑ FEIN ☐ CA Corp no. ☐ CA SOS file no.
68-0065540

Address (apt./ste., room, PO Box, or PMB no.)
100 Pringle Ave, Suite 600

City (If you have a foreign address, see instructions.)
Walnut Creek

State CA

ZIP Code 94596

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☑ **Corporations:**
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) Marion Donnelly, CFO Telephone (925) 977-3200

Payee's signature ▶ Marion Donnelly Date 9-11-15

Client#: 13635 FEHRPEERS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090

CONTACT NAME: Nancy Ferrick
PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193
E-MAIL ADDRESS: nferrick@dealeyrenton.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Co. LTD	11000
INSURER B : American Automobile Ins. Co.	21849
INSURER C : ACE American Insurance Company	22667
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Fehr & Peers
100 Pringle Ave, Suite 600
Walnut Creek, CA 94596

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	57SBWVA1664	11/01/2014	11/01/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	X	X	57SBWVA1664	11/01/2014	11/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR	X	X	57SBWVA1664	11/01/2014	11/01/2015	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WZP81025297	05/01/2015	05/01/2016	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liability			G23669687003	12/06/2014	12/06/2015	$3,000,000 per Claim $3,000,000 Annl Aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
General Liability Policy excludes claims arising out of the performance of professional services.
30 Days Notice of Cancellation (10 Days for Non-Payment of Premium).
RE: ALL OPERATIONS OF THE NAMED INSURED. Ref # 106-Z327131. General Liability/Auto Liability: City of Sacramento, it's officials, employees and volunteers are additional insured. Insurance is Primary and Non-Contributory. Workers' Comp: See Waiver of Subrogation attached in favor of The City of Sacramento, its
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Sacramento
c/o Ebix RCS
PO Box 257, Ref # 106-Z327131
Portland, MI 48875-0257

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julie LA Nelson

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DESCRIPTIONS (Continued from Page 1)

officials, employees and volunteers. Insurance is primary per policy form. Professional Liability Deductible: $100,000 per claim.

Insured: Fehr & Peers
Insurer: Sentinel Insurance Co. LTD
Policy Number: 57SBWVA1664
Policy Effective Date: 11/01/2014
Additional Insured: The City of Sacramento, its officials, employees and volunteers.

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED
6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit
The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.
f. **Any Other** Party
(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
(a) In the performance of your ongoing operations;
(b) In connection with your premises owned by or rented to you; or
(c) In connection with "your work" and included within the "products- completed operations hazard, but only if
(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.
(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds
Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:
a. As if each Named Insured were the only Named Insured; and
b. Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract
If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)
If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

EXCERPT FROM Hartford Form SS 04 38 06 01
HIRED AUTO AND NON-OWNED AUTO
B. With respect to the operation of a "non-owned auto", WHO IS AN INSURED is replaced by the following:
The following are "insureds":
d. Anyone liable for the conduct of an "insured", but only to the extent of that liability.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. **Lessors Of Land Or Premises**

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. **Architects, Engineers Or Surveyors**

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. **Permits Issued By State Or Political Subdivisions**

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. **Any Other Party**

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Insured: Fehr & Peers

Policy Number: WZP81025297

Effective Date: 05/01/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
	SCHEDULE CONTINUED: The City of Sacramento, its officials, employees and volunteers.
City of Sacramento c/o Ebix RCS PO Box 257, Ref # 106-Z327131 Portland, MI 48875-0257	

Countersigned by _____
Authorized Representative

Form WC 04 03 06 **(1)** Printed in U.S.A.
Process Date: **Policy Expiration Date:**

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City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00879

Title: Contract: Center Parkway-Mack Streetscapes Maintenance

Location: Districts 7 and 8

Recommendation: Pass a Motion awarding a one-year non-professional services agreement for the maintenance of the Center Parkway-Mack Streetscapes to New Image Landscape Company for an amount not to exceed $75,578 and the option to extend the agreement an additional one-year period, with the total amount of the agreement, including the optional extension, not to exceed $153,112.

Contact: Juan Montanez, Streets Manager, (916) 808-2254; Jim Horton, Program Specialist (916) 808-5567, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Maintenance Services Division

Dept ID: 15001611

Attachments:

1-Description/Analysis

2-Background

3-Agreement

City Attorney Review

Approved as to Form
Gerald Hicks
10/7/2015 9:31:17 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 9/24/2015 7:08:54 AM

Description/Analysis

Issue: The Maintenance Services Division of the Department of Public Works has an ongoing need to maintain the landscaping along transportation corridors within the City of Sacramento. Invitation for Bid B16151681005 was issued for maintenance of the Center Parkway-Mack Streetscapes. City Council approval is necessary to award a non-professional services agreement to New Image Landscape Company.

Policy Considerations: The recommendations in this report are consistent with Sacramento City Code Section 3.56 - Purchasing of Supplies and Services, and AP-4101 - Procurement of Non-Professional Services.

Economic Impacts: Not Applicable

Environmental Considerations:

California Environmental Quality Act (CEQA): Under the California Environmental Quality Act (CEQA) guidelines, continuing administrative or maintenance activities do not constitute a project and are therefore exempt from review.

Sustainability Considerations: The streetscape maintenance services purchased under this contract support the goals of the City of Sacramento's Sustainability Master Plan by improving and optimizing the transportation infrastructure. Further, maintenance of streetscapes contributes to the quality of life by promoting "greening" within the City.

Rationale for Recommendation: New Image Landscape Company is the lowest responsive and responsible bidder in response to Invitation for Bid B16151681005.

Bidder	***Bid Total***	***LBE***
New Image Landscape Company	$153,112.00	Yes
Crossroads Diversified Services	$233,332.38	Yes
Parker Landscape Development	$241,260.00	Yes

Financial Considerations: Streetscape maintenance is funded out of the Department's Streetscape Maintenance operating budget. Streetscape maintenance contracts are primarily funded by fees from the Citywide Landscaping & Lighting (L&L) District and 15 special districts. Maintenance of the Center Parkway-Mack Streetscapes is funded by the Subdivision Landscaping Maintenance District (60%) and L&L (40%). There are no General Funds planned for these services.

There is sufficient funding available in the operating budget to support the projected maintenance requirements for Fiscal Year 2015/16. Extensions of the contract in succeeding fiscal years shall be subject to funding availability in the adopted budgets for each fiscal year.

Local Business Enterprise (LBE): New Image Landscape Company is a Local Business Enterprise.

Background

In August 2015, Invitation for Bid B16151681005 was issued to procure streetscape maintenance services for the Center Parkway-Mack Streetscapes. Three responsive and responsible bids were received. Two additional bids were received that were non-responsive, due to the bidders not meeting the submission requirements.

Based upon the results of that competitive solicitation, which may be found in the Bid Analysis below, staff recommends award of a one-year non-professional services agreement, with the optional to extend for one additional year, to the lowest responsive and responsible bidder, New Image Landscape Company. The amount of the initial one-year agreement will not exceed $75,578. The total amount of the agreement, with optional one-year extension, will not exceed $153,112.

The total amount of the agreement, $153,112, includes $21,460 for additional maintenance and repairs not included in the agreement's scope of work. The amount is based upon the amount of additional work typically required to address damage caused by vandalism, pest infestations, unseasonably high or low temperatures, and other unforeseen causes. The amounts reflected as "Repair Crew Rates" in the Bid Analysis represent estimated totals established solely for evaluation purposes.

BID ANALYSIS

BID B16151681005 -- CENTER PARKWAY - MACK STREETSCAPES MAINTENANCE

Bid Item	NEW IMAGE LANDSCAPE	CROSSROADS DIVERSIFIED	PARKER LANDSCAPE	FRESH CUT CONCEPTS	DOMINGUEZ LANDSCAPE
First Year	$64,848.00	$107,077.72	$114,780.00		
Second Year	$68,804.00	$109,754.66	$114,780.00		
Repair Crew Rates	$21,460.00	$16,500.00	$11,700		
Bid Total	**$153,112.00**	**$233,332.38**	**$241,260.00**		
LBE Preference	-$7,655.60	-$11,665.76	-$12,063.90		
Prompt Pay Discount	$0.00	$0.00	$0.00		
Bid Evaluation Total	**$145,456.40**	**$221,665.76**	**$229,197.00**	**NON-RESPONSIVE**	**NON-RESPONSIVE**

PROJECT #:

PROJECT NAME: Center Parkway - Mack Streetscapes Maintenance

DEPARTMENT: Public Works

DIVISION: Maintenance Services

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of_____, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

New Image Landscape Company
3250 Darby Common
Fremont CA 94539

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

   Invitation to Bid
   Instructions to Bidders
   ✓ Local Business Enterprise (LBE) Requirements
   ✓ Drug-Free Workplace Policy and Affidavit
   ✓ Declaration of Compliance (Equal Benefits Ordinance)
   ✓ Declaration of Compliance (Living Wage Ordinance)
   ✓ Contractor's Bid Proposal Form
   ✓ Workers' Compensation Certificate
   ✓ Certificate(s) of Insurance
   ✓ Technical Specifications

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the

manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

6. **Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements. In addition, for services that constitute "public works" under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit A, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.

7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name: Jerry Way

Title: Director of Public Works
For: John F. Shirey, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Attachments

Exhibit A - Scope of Service
Exhibit B - Fee Schedule/Manner of Payment
Exhibit C - Facilities/Equipment Provided
Exhibit D - General Provisions
Exhibit E - Living Wage Requirements
Exhibit F - Non-Discrimination in Employee Benefits

CONTRACTOR:

New Image Landscape Co
NAME OF FIRM

94-3235925
Federal I.D. No.

42063438
State I.D. No.

1012826
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
__✓__ Corporation *(may require 2 signatures)*
_____ Limited Liability Company
_____ Other (*please specify:* _____)

Guillermo Ruvalcaba
Signature of Authorized Person

Guillermo Ruvalcaba
Print Name and Title

_____
Additional Signature *(if required)*

_____
Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor:

New Image Landscape Company

Address:

3250 Darby Common, Fremont CA 94539

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.

3. If the amount of this Contract is less than $100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is $100,000 or more.

4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.

5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contact, and pursue all available legal and equitable remedies.

6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.

7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.

8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Guillermo Ruvalcaba Date: 9/16/15

Signature of Authorized Representative

Print name: Guillermo Ruvalcaba

Title: Vice President

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor:

New Image Landscape Company

Address:

3250 Darby Common, Fremont CA 94539

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed

discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each

employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Guillermo Ruvalcaba Date: 9/15/15

Signature of Authorized Representative

Print name: GUILLERMO RUVALCABA

Title: VICE PRESIDENT

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Jeremy Medina, Construction Inspector II
5730 24th Street, Bldg. 9, Sacramento CA 95822
916-808-2258 / jmedina2@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Guillermo Ruvalcaba, Vice President
3250 Darby Common, Fremont CA 94539
510-226-9191 / gruvalcaba@newimagelandscape.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Scope of Services.

Landscape maintenance and repair services for the Village Garden Streetscapes, in accordance with IFB B16151681005 and the City of Sacramento Landscape Miantenance Services General Specifications and Provisions, LS-14. The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. Time of Performance

From November 1, 2015 through October 31, 2016, with the option to extend for up to two additional years. Extensions will be by mutual consent of both the City and Contractor.

4. Prevailing Wage Requirement. *[To be completed by the City Representative:]*

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 *et seq.* and are either ***[check one if applicable]***:

_____ Construction work in an amount exceeding $25,000; or

✓ Alteration, demolition, repair, or maintenance work in an amount exceeding $15,000.

If either line is checked above, this Agreement is subject to the provisions of Sacramento City Code section 3.60.180 which requires, among other things, that CONTRACTOR pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. If payment of the prevailing rate of wages if required, CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subagreement. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

Attachment 1

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

B16151681005

MASTER MAINTENANCE PERFORMANCE SCHEDULE

CONTRACT: **CENTER PARKWAY MACK STREETSCAPES** SSA#: **1080** AREA SIZE: **567,396** SQ FT. **12.86** ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									**DIRECTIONAL CHANGE AS NEEDED**
FERTILIZE							**6**		**FEB, MAR, APR, JUN, AUG, OCT**
MECHANICAL EDGE									**(NO COMBO WEED AND FEED)**
CHEMICAL EDGE									
AERATE							**3**		**APRIL , JUNE, AUG- SUBMIT SCHEDULE**
RE-SEED									
DETHATCH TURF							**1**		SUBMIT SCHEDULE (EARLY SPRING)
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT									
OTHER									
SEE SITE SPECIFICATIONS FOR ADDITIONAL DETAILS									
THESE ARE MINIMUM REQUIREMENTS- REFER TO THE LS-14 FOR ADDITIONAL CONTRACT COMPLIANCE									

B16151681005

MASTER MAINTENANCE PERFORMANCE SCHEDULE

CONTRACT: **CENTER PARKWAY MACK STREETSCAPES** SSA#: 1080 AREA SIZE: 567,396 SQ FT. 12.86 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									**Contractors maintaining the City's street-**
									scapes are expected to provide a level
TURF									**of service necessary to maintain the**
MOW									**landscape and non-landscapes areas**
FERTILIZE									**in the professional manner expected,**
MECHANICAL EDGE									**even if the frequency exceeds the**
CHEMICAL EDGE									**minimum required by the Contract**
AERATE									**Specifications. Contract Specs are**
RE-SEED									**results-based not effort-based.**
IRRIGATION SYSTEM									
CHECK									
ADJUST TIMING									**Irrigation checks are expected during**
									winter season as well.
GROUND COVER									
FERTILIZE									**Contractor shall use advance warning**
PRUNE									**signs, cones, and safety vests during any**
WINTER MOW									**and all operations.**
SHRUBS									**Contractor is responsible for keeping all**
PRUNE									**plant material pruned so plaques,**
FERTILIZE									**monuments, and lettering are visible.**
CULTIVATE									
									Vines are to be kept off of any and all
DEBRIS									**pillars. All vines should be maintained**
LEAF PICK-UP									**1'ft below top of wall.**
LITTER AND OTHER DEBRIS PICK-UP									
									It is the contractors responsibility to
									inspect each site weekly to insure all
WEED CONTROL									**work is being done per specifications.**
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT									
OTHER									
SEE SITE SPECIFICATION FOR ADDITIONAL DETAILS									

B16151681005

MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: **CENTER PARKWAY NORTH** SS#: 0440 AREA SIZE: 157,661 SQ FT. 3.62 ACRES

(SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS) NORTH OF MACK ROAD FROM ELDER CREEK CANAL BRIDGE (COUNTY LINE) TO COSUMNES RIVER BLVD.

INCLUDES TRAFFIC LIGHTS ISLANDS ON THE NW AND SE CORNER OF MACK RD AND CENTER PARKWAY FOR LITTER AND WEED ABATEMENT.

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									**Non- landscape roundabout located**
FERTILIZE									**on Scarborough wy and Allott wy**
MECHANICAL EDGE									**included.**
CHEMICAL EDGE									
AERATE									
RE-SEED									
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
									TBOS CONTROLLERS LOCATED ON EACH
GROUND COVER									ISLAND NORTH OF TANGERINE
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**6**		1-(2)TBOS CONTROLLER LOCATED ON
WINTER MOW									MEDIAN SOUTH OF MACK ROAD.
									1- (2)TBOS CONTROLLER SO. OF MACK RD.
SHRUBS									IN GAZANIA GROUNDCOVER MEDIAN
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
CULTIVATE									PRUNE AS OFTEN AS NEEDED AT END
									CAPS OF MEDIANS FOR SAFETY VISIBLITY.
DEBRIS									ALL PLANT MATERIAL SHALL BE DETAILED
LEAF PICK-UP									AT EACH SERVICE FOR A HEATHLY
LITTER AND OTHER DEBRIS PICK-UP									WELL GROOMED APPEARANCE
									CLEANING AROUND AND INSIDE SHRUBS
									REMOVING DEBRIS AND ALL LITTER
WEED CONTROL									
HAND WEEDING									**Post emergent weekly w/dye**
PRE-EMERGENT/ POST EMERGENT							**2**		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									
KEEP ALL ADVANCE WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									IRRIGATION CONTROLLERS ARE
PLACING SAFETY CONES AROUND MEDIANS WHILE WORKING IS REQUIRED									LOCATED ON MEDIANS AT SEYFERTH,
									BAMFORD DR, AND VALLEY HI DR.
THESE ARE MINIMUM REQUIREMENTS									LOCATED IN PARK ALONG NO. FENCE

B16151681005

UNNAMED RD
SUMMERBROOK WAY
CRESENTDALE WAY
UNNAMED RD
UNNAMED RD
BAMFORD DR
RICHION DR
GREAT SMOKEY ST
MONAGHAN CIR
PARAMOUNT CIR
PEDRICK ST
KENTWAL DR
TOMASINI WAY
SIMCOE CT
GEARNY DR
CHARMETTE WAY
VALLEY GREEN DR
VALLEY HI DR
LION GATE WAY
HALKEEP WAY
PEGLER WAY
MEADOW PARK WAY
WEOTT CT
Center Parkway - North
Pg. 2 of 3
HESBY WAY
BAMFORD DR
VALLEY HI DR
BRUCEVILLE RD
ALTA VALLEY DR
HANFORD WAY
HEATH WAY
WYNDHAM DR
CUSHING WAY
LINDBROOK WAY
WESTHOLME WAY
MAYBELLINE WAY
DENSLOW WAY
LEVERING WAY
HITCHCOCK WAY
GRANDSTAFF DR

B16151681005

Center Parkway- North
Pg. 3 of 3

VALLEY HI DR
MEADOW PARK WAY
YVETTE WAY
PAVIA WAY
SAN REMO WAY
VALLEY GREEN DR
FRANCISCAN WAY
GOLDEN FIELD WAY
SUN VALLEY WAY
LISBON WAY
VALLEY VALE WAY
YVONNE WAY
HOLLYHURST WAY
COSUMNES RIVER BLVD
LA ALMENDRA WAY
ESSEN WAY
LA SOMBRA WAY
LA CASTANA WAY
EHRHARDT AVE
KENNELFORD CIR
HITCHCOCK WAY
GRANDSTAFF DR
WESTBORO WAY
CHERRYWOOD CIR
LIMITED CT
EXPRESS CT
LIONEL CT
GANDY DANCER WAY
UNION HOUSE WAY
ARROYO VISTA DR
SUNNY CREEK WAY

B16151681005

MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: **CENTER PARKWAY SOUTH** SS#: 0445 AREA SIZE: 44,222 SQ FT. 1.02 ACRES

(SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS)

*FROM COSUMNES BLVD TO LAGUNA VILLAGE STREET (ENTRANCE TO THEATER COMPLEX)

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									**2 non landscape medians on Jacinto Ave**
MOW									**just east of Port Haywood Ct (see map)**
FERTILIZE									**included.**
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE									
RE-SEED									
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**6**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
CULTIVATE									PRUNE AS OFTEN AS NEEDED AT END
									CAPS OF MEDIANS FOR SAFETY VISIBLITY.
DEBRIS									ALL PLANT MATERIAL SHALL BE DETAILED
LEAF PICK-UP									AT EACH SERVICE FOR A HEATHLY
LITTER AND OTHER DEBRIS PICK-UP									WELL GROOMED APPEARANCE
									CLEANING AROUND AND INSIDE SHRUBS
									REMOVING DEBRIS AND ALL LITTER
WEED CONTROL									
HAND WEEDING									**Post emergent weekly w/dye**
PRE-EMERGENT/ POST EMERGENT							**2**		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									
KEEP ALL ADVANCE WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									IRRIGATION CONTROLLERS (SOLARS) ARE
PLACING SAFETY CONES AROUND MEDIANS WHILE WORKING IS REQUIRED									LOCATED ON EACH MEDIAN OF THIS
									THOROUGHFARE.
THESE ARE MINIMUM REQUIREMENTS									

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MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: **NEWPORT COVE** SS#: 0600 AREA SIZE: 6,950 SQ FT. 0.15 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

*EAST SIDE OF CENTER PARKWAY SOUTH OF THE BIKEWAY/ WETLAND

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									**DIRECTIONAL CHANGE AS NEEDED**
FERTILIZE							**6**		**FEB, MAR, APR, JUN, AUG, OCT**
MECHANICAL EDGE									**(NO COMBO WEED AND FEED)**
CHEMICAL EDGE									
AERATE							**3**		**APRIL ,JUNE, AUG.- SUBMIT SCHEDULE**
RE-SEED									
DETHATCHING							**1**		SUBMIT SCHEDULE (EARLY SPRING)
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
									CLAY SOIL - CARE IN ADJUSTING WATER
GROUND COVER									TIMES TO PREVENT RUN OFF.
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**6**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
CULTIVATE									ALL PLANT MATERIAL SHALL BE MAIN-
									TAINED WEEKLY AND DETAILED FOR A
DEBRIS									HEATHY WELL GROOMED APPEARANCE
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									**POST EMERGENT WEEKLY /W DYE**
PRE-EMERGENT/ POST EMERGENT							**2**		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									
									KEEP A 2'FT CLEARANCE ALONG THE
									BIKEWAY / WETLAND PROPERTY LINE.
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									
THESE ARE MINIMUM REQUIREMENTS									

B16151681005

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MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: **LAGUNA PARKWAY** SS#: 0540 AREA SIZE: 103,717 SQ FT. 2.38 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

*WEST SIDE OF CENTER PARKWAY AT DERLIN WAY, JUST NORTH OF JACINTO AVE

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									**DIRECTIONAL CHANGE AS NEEDED**
FERTILIZE							**6**		**FEB, MAR, APR, JUN, AUG, OCT**
MECHANICAL EDGE									**(NO COMBO WEED AND FEED)**
CHEMICAL EDGE									
AERATE							**3**		**APRIL, JUNE, AUG - SUBMIT SCHEDULE**
RE-SEED									
DETHATCHING							**1**		SUBMIT SCHEDULE (EARLY SPRING)
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
									CLAY SOIL - CARE IN ADJUSTING WATER
GROUND COVER									TIMES TO PREVENT RUN OFF.
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**6**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
CULTIVATE									ALL PLANT MATERIAL SHALL BE MAIN-
									TAINED WEEKLY AND DETAILED FOR A
DEBRIS									HEATHY WELL GROOMED APPEARANCE
LEAF PICK-UP									ALL VINES ON WALL SHALL BE PRUNED
LITTER AND OTHER DEBRIS PICK-UP									DOWN 1' FT FROM TOP OF WALL
WEED CONTROL									
HAND WEEDING									**POST EMERGENT WEEKLY /W DYE**
PRE-EMERGENT/ POST EMERGENT							**2**		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									
									(2) CONTROLLERS ON THIS SITE, 1 ON
									JACINTO AVE, 1 ON CENTER PARKWAY
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									UP AGAINST SOUNDWALL
THESE ARE MINIMUM REQUIREMENTS									

B16151681005

B16151681005

MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: **LAGUNA VERDE 1** SS#: 0550 AREA SIZE: 64,376 SQ FT. 1.47 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

*NORTHEAST CORNER OF CENTER PARKWAY AND JACINTO-

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									**DIRECTIONAL CHANGE AS NEEDED**
FERTILIZE							**6**		**FEB, MAR, APR, JUN, AUG, OCT**
MECHANICAL EDGE									**(NO COMBO WEED AND FEED)**
CHEMICAL EDGE									
AERATE							**3**		**APR, JUNE, AUG, SUBMIT SCHED.**
RE-SEED									
DETHATCHING							**1**		SUBMIT SCHEDULE (EARLY SPRING)
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
									CLAY SOIL - CARE IN ADJUSTING WATER
GROUND COVER									TIMES TO PREVENT RUN OFF.
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**6**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
CULTIVATE									ALL PLANT MATERIAL SHALL BE MAIN-
									TAINED WEEKLY AND DETAILED FOR A
DEBRIS									HEATHY WELL GROOMED APPEARANCE
LEAF PICK-UP									WALL VINE TO BE KEPT 1" BELOW TOP
LITTER AND OTHER DEBRIS PICK-UP									WALL.
WEED CONTROL									
HAND WEEDING/ POST-EMERGENT									**POST EMERGENT WEEKLY W/ DYE**
PRE-EMERGENT							**2**		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									
									(2) CONTROLLERS ON THIS SITE, 1 ON
									JACINTO AVE, 1 ON CENTER PKWAY
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									KEEP CONTROLLERS CLEAN AND FREE
THESE ARE MINIMUM REQUIREMENTS									OF SPIDERS/WEBS AND PEST

B16151681005

B16151681005

MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: **LAGUNA VERDE 2** SS#: 0560 AREA SIZE: 17,773 SQ FT. 0.408 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

*WEST SIDE OF CENTER PARKWAY AT DERLIN WAY, JUST NORTH OF JACINTO AVE

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									**DIRECTIONAL CHANGE AS NEEDED**
FERTILIZE							**6**		**FEB, MAR, APR, JUN, AUG, OCT**
MECHANICAL EDGE									**(NO COMBO WEED AND FEED)**
CHEMICAL EDGE									
AERATE							**3**		**APRIL, JUN, AUG. SUBMIT SCHED.**
RE-SEED									
DETHATCHING							**1**		SUBMIT SCHEDULE (EARLY SPRING)
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
									CLAY SOIL - CARE IN ADJUSTING WATER
GROUND COVER									TIMES TO PREVENT RUN OFF.
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**6**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
CULTIVATE									ALL PLANT MATERIAL SHALL BE MAIN-
									TAINED WEEKLY AND DETAILED FOR A
DEBRIS									HEATHY WELL GROOMED APPEARANCE
LEAF PICK-UP									WALL VINE TO BE KEPT 1" BELOW TOP
LITTER AND OTHER DEBRIS PICK-UP									OF WALL
WEED CONTROL									
HAND WEEDING									**POST EMERGENT WEEKLY W/ DYE**
PRE-EMERGENT/ POST EMERGENT							**2**		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									
									KEEP A 2'FT CLEARANCE BESIDE VACANT
									LOT AREA, SOUTH END OF SITE.
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									CONTROLLER AND BOOSTER PUMP AT
THESE ARE MINIMUM REQUIREMENTS									DERLIN AVE. KEEP UNITS CLEAN.

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MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: MACK ROAD EAST SS#: 0570 AREA SIZE: 97,894 SQ FT. 2.27 ACRES :

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

FRANKLIN BLVD TO VALLEY HI DR. INCLUDES ALL NON LANDSCAPED MEDIANS

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									MOW DIRECTIONAL CHANGE AS NEEDED
FERTILIZE							**6**		**FEB, MAR, APR, JUN, AUG, OCT**
MECHANICAL EDGE									**(NO COMBO WEED AND FEED)**
CHEMICAL EDGE									
AERATE							**3**		**APRIL, JUNE, AUG. SUBMIT SCHEDULE**
RE-SEED									KEEP IRRIGATION HEADS **CLEAR OF GRASS**
DETHATCHING							**1**		SUBMIT SCHEDULE (EARLY SPRING)
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
									CREATIVE WATERING SCHEDULES ARE REQUIRED
GROUND COVER									TO PREVENT WATER RUN OFF ONTO ROADWAY
FERTILIZE									CONTROLLERS TO THESE MEDIANS ARE
PRUNE									FOUND ON NORTH SIDE OF STREET IN
WINTER MOW									MOW STRIP
SHRUBS									
PRUNE									
FERTILIZE									
CULTIVATE									
DEBRIS									
LEAF PICK-UP									CLEAN AND REMOVE DEBRIS FROM TURN
LITTER AND OTHER DEBRIS PICK-UP									POCKETS AND OUTSIDE CURBS WEEKLY
									HARDSCAPES CLEANED WEEKLY
									DECOMPOSED GRANITE AREA CLEAN AND WEED FREE
WEED CONTROL									
HAND WEEDING									**POST EMERGENT WEEKLY W/DYE**
PRE-EMERGENT/ POST EMERGENT							**2**		EARLY MAR. EARLY MAY- SUBMIT SCHED.
OTHER									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									
PLACING SAFETY CONES AROUND MEDIANS WHILE WORKING IS REQUIRED									
THESE ARE MINIMUM REQUIREMENTS									

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Mack Road East
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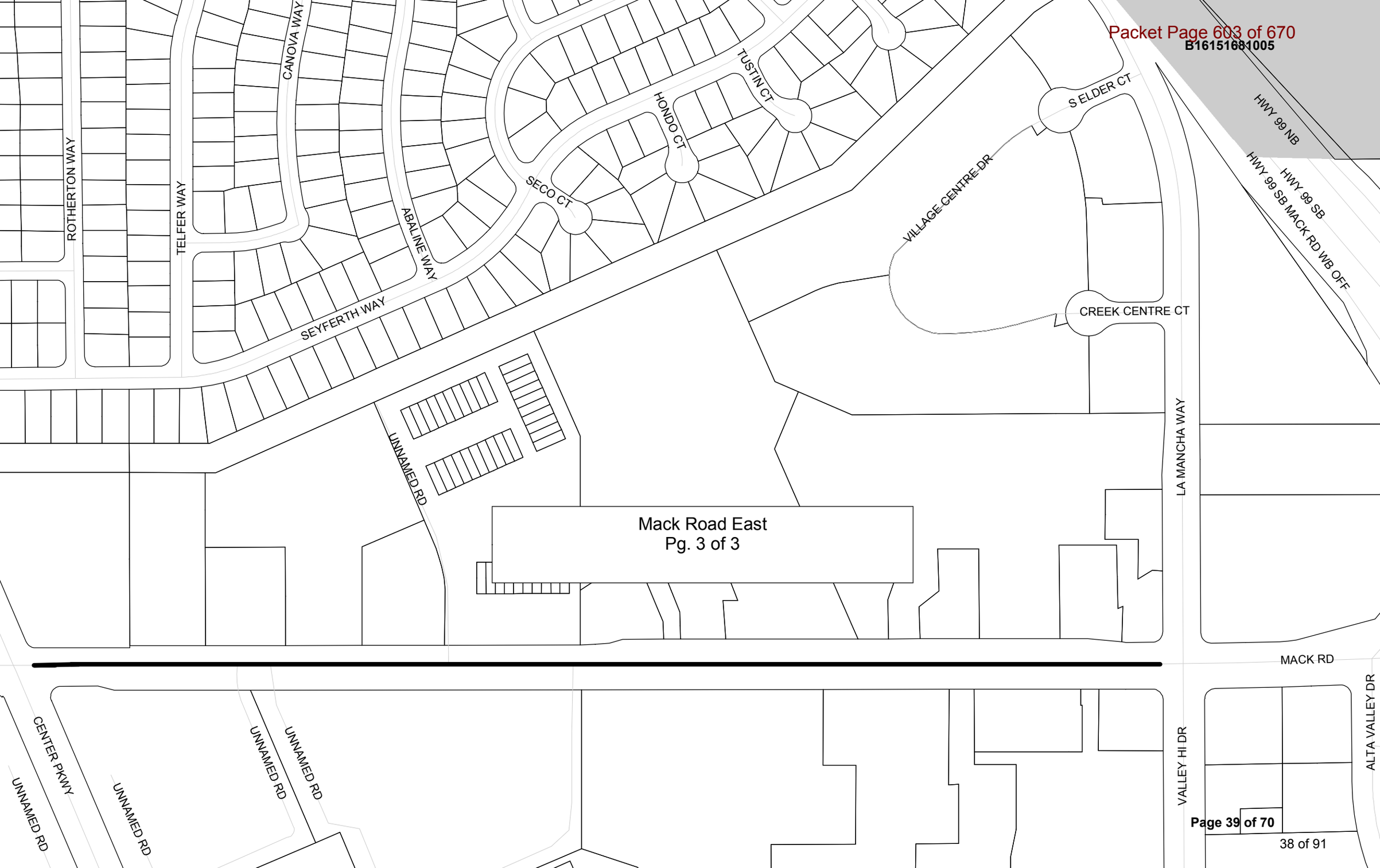

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MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: **LAGUNA CREEK EAST** SS#: 0535 AREA SIZE: 68,255 SQ FT. 1.6 ACRES :

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

WEST SIDE OF CENTER PARKWAY, SOUTH OF JACINTO, AND ADJACENT TO PARK TO THE SOUTH EAST END (CITY OF ELK GROVE LINE SEE MAP)

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									**DIRECTIONAL CHANGE AS NEEDED**
FERTILIZE							**6**		
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE							**3**		**SUBMIT SCHEDULE**
RE-SEED									KEEP IRRIGATION HEADS **CLEAR OF GRASS**
DETHATCHING							**1**		SUBMIT SCHEDULE (EARLY SPRING)
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
									TBOS CONTROLLERS ARE LOCATED INSIDE
GROUND COVER									VALVE BOXES ALONG THE Cable line
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**6**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APRIL, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH(Slow release)SEPT(Cool Season)
CULTIVATE									NO SHRUBS OR TREES SHALL BE ALLOWED
									TO GROW PAST THE POST AND CABLE
DEBRIS									
LEAF PICK-UP									**Do not blow leaves in nature area**
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									**POST EMERGENT WEEKLY /W DYE**
HAND WEEDING									INCLUDES 2' FT INSIDE POST AND CABLE
PRE-EMERGENT/ POST EMERGENT							**2**		FOR WEED ABATEMENT
									EARLY MAR. EARLY MAY- SUBMIT SCHED.
OTHER									
									CONTROLLERS TO THIS AREA ARE
									FOUND IN VALVE BOXES ALONG POST
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									AND CABLE.
THESE ARE MINIMUM REQUIREMENTS									

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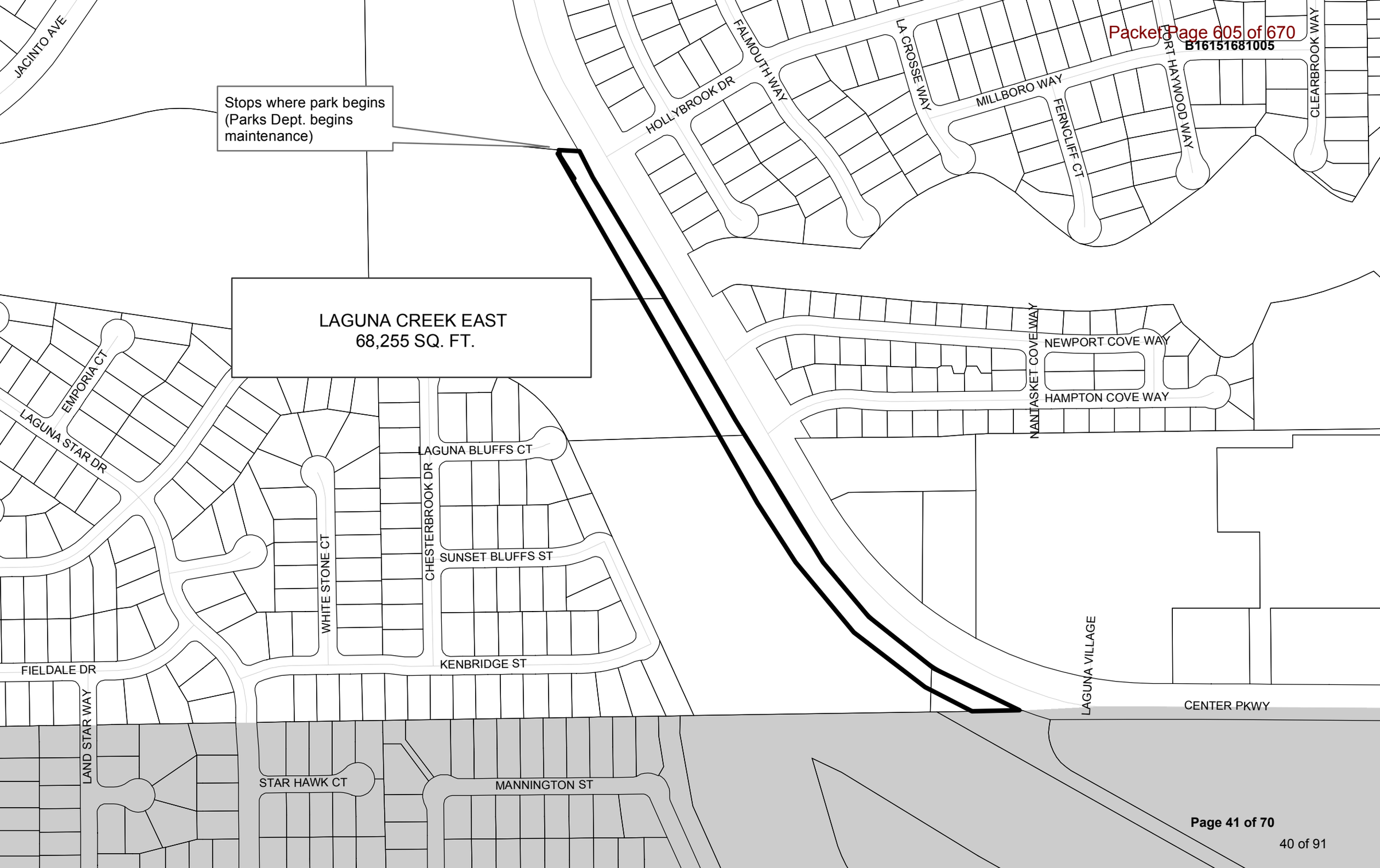

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MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: **BUNRATTY STREETSCAPE** SS#: 7200 AREA SIZE: 6,583 SQ FT. _____ ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATION*)

South east corner Bunratty way and 66th Street- curb expansion joints to fence line.

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									No turf
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE									
RE-SEED									
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION BIMONTHLY
									1- CONTROLLERS ON THIS SITE. (solar)
GROUND COVER									
FERTILIZE							**2**		March (slow release)Sept (cool Season)
PRUNE							**6**		As required for neat appearance
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		March (slow release) Sept (cool season)
CULTIVATE									CHECK VISIBILITY EACH SERVICE
									SEPARATE PLANT SPECIES
DEBRIS									
LEAF PICK-UP									REPORT LARGE ITEMS OF DEBRIS TO
LITTER AND OTHER DEBRIS PICK-UP									THE STREETSCAPES INSPECTOR
									All litter and debris cleaned from site
									monthly.
WEED CONTROL									
HAND WEEDING									**Post emergent monthly w/dye**
PRE-EMERGENT/ POST EMERGENT							**2**		Early march,Early May-Sudmit Schedule
OTHER									
Keep shrubs pruned from fence line and around utilities e.g. valve box, backflow, meter box & controller.									
Weeds not to exceed 2inches at any time.									
KEEP ALL ADVANCE WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									

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LANDSCAPE PRACTICES FOR SUSTAINABILITY

Contractors providing landscape maintenance service for the City are encouraged to employ sustainable landscape management practices, whenever practicable, including but not limited to, integrated pest management, plant material-cycling, low water volume irrigation, composting and use of mulch and compost.

All irrigation shall be in compliance with the City Water Ordinance, see Attachment A6 in LS10, for a copy of the ordinance.

Lawn mowing shall be done to a minimum height of two (2) inches, using a mulching type mower.

Bark mulch maybe supplied by the City's Urban Forest from their operations. In this case, the Contractor shall provide the labor only for possible pick up, delivery and spreading of the mulch.

Whenever possible, debris as a result of plant material clean up, weed removal or pruning shall be taken to a recyclable green waste facility.

Replacement plants for existing areas; Contractor shall provide suggestions to minimize waste by choosing species that are appropriate to the micro-climate species that can grow to their natural size in the space allotted them. Native and drought tolerant plants that require no or minimal watering once established are preferred

STANDARD WATER QUALITY SPECIFICATIONS

Water Quality Control

These requirements consist of regulations contained in the National Pollution Discharge Elimination System (NPDES) Stormwater Permit issued to the City.

1. Dust Control

The Contractor shall comply with all City and County of Sacramento air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes, specified in the Government Code. The Contractor shall be responsible for the control of dust within the limits of the project at all times including weekends and holidays in addition to normal working days. The Contractor shall take whatever steps are necessary or required by the Engineer to eliminate the nuisance of blowing dust **without causing sediment, debris or litter to enter the City storm drain system**.

2. Erosion, Sediment, and Pollution Control

The Contractor shall be responsible for controlling erosion and sedimentation within the limits of the project at all times during the course of construction including evenings, weekends and holidays in addition to normal working days. The Contractor shall prevent sediment and construction debris from entering the City storm drain system.

The Contractor shall provide the following erosion, sediment, and pollution control Best Management Practices (BMPs) when and where applicable (also see attached details):

1. Filter Bags in and Gravel bags around any storm drain inlets which receive runoff from the limits of the construction zone, including storage and staging areas. Alternative storm drain inlet protection BMPs can be used with approval of the Engineer.
2. Covering of material piles and/or gravel berm (or approved equal) around material piles as required to prevent migration of material to gutters or storm drains.
3. Gutter flow lines are to be kept unimpeded and free of soil, debris and construction materials at all times.
4. Stabilized construction entrance at any soil to concrete/asphalt interface used by Contractor vehicles and equipment.
5. Silt fences, fiber rolls or approved equal at any soil to concrete/asphalt interface at which soil may be washed onto the concrete/asphalt.

   Wash water, slurry and sediment from concrete or asphalt saw cutting operations shall not be allowed to enter the City storm drain system, but instead must be collected and disposed of, by the Contractor, in some manner approved by the Engineer.

   The Contractor is required to implement, at a minimum, the following housekeeping practices: site cleanup, solid waste management, material storage and delivery area, concrete waste management, and spill prevention and control.

6. Site Cleanup: The Contractor shall keep the project site clean and free of dust, mud, and debris resulting from the Contractor's operations. Daily clean up throughout the project shall be required as the Contractor progresses with the work. Extra precautions and clean up efforts shall be made prior to weekends and holidays.

Daily or as needed, all paved areas within the limits of the project shall be cleaned and free of sediments, asphalt, concrete and any other construction debris. The Contractor will not be allowed to clean sediment and debris from the street by using water to wash down streets. The streets will be allowed to be washed only after the streets have been thoroughly swept and/or vacuumed and inlet protection has been placed at all storm drain inlets to catch any remaining sediments from the streets.

Spillage of earth, gravel, concrete, asphalt, or other materials resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. If site is not kept sufficiently clean the City will take measures to clean it and back charge the Contractor.

7. Solid Waste Management: Contractor shall maintain a clean construction site. Contractor shall provide designated areas for waste collection. The waste collection areas shall be leak-proof containers with lids or covers. Site trash shall be collected daily and placed in the disposal containers. The Contractor shall make arrangements for regular waste collection. The Contractor shall also regularly inspect the waste disposal areas to determine if potential pollutant discharges exist.

8. Material Storage and Delivery Area: Contractor shall provide one central material storage and delivery area (MSDA) for the duration of the project. This area shall be protected such that runoff will not be allowed to leave the MSDA site. The Contractor shall regularly inspect the MSDA site to ensure that any hazardous or non-hazardous materials have not spilled.

9. Concrete Waste Management: The Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including left-over concrete and material from washing out the concrete truck, shall not be disposed or washed into the storm drain system . If a designated on-site area is provided, the site shall be bermed to allow the concrete to dry. The dried concrete waste shall be removed and disposed of properly by the Contractor at his expense.

10. Spill Prevention and Control: The Contractor shall be responsible for instructing employees and sub-contractors about preventing spills of hazardous materials, including equipment fuel, and controlling spills if they occur. Proper spill control and cleanup materials and procedures shall be kept on site near the storage and equipment fueling areas and updated as materials change on site. Contractor will be held strictly responsible for the prevention, clean-up and consequences of any hazardous materials spills.

Throughout the duration of the project the Contractor will be required to inspect and maintain, in effective condition, all erosion, sediment, and pollution control BMPs before and after each storm event and as needed. The contractor shall immediately correct or replace any ineffective BMPs.

More information about control measures and housekeeping practices can be obtained by referring to the City of Sacramento's Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control available at 1395 35th Avenue, Sacramento, CA 95822.

The Contractor shall prepare and submit an erosion, sediment and pollution control plan (ESC Plan) to the Engineer for review, *(Note to project manager: section number may vary. Revise as needed.)* per Section I, Review of Contractor's Information, of these Special Provisions. The

submittal shall include a description of all erosion, sediment and pollution control BMPs proposed to be used to prevent sediment and other sources of pollution from entering the City storm drain system as well as a site plan showing their placement. The ESC Plan shall be submitted a minimum of 48 hours prior to start of the work. **The Contractor will not be allowed to begin work until an accepted ESC Plan is on file with the Engineer**. The erosion, sediment and pollution control plan shall be updated as necessary and re-submitted to the Engineer.

3. Enforcement

Per City Code Sections 15.88, 13.16 and 1.28, the Contractor shall be subject to Notices of Violation (NOVs) resulting in possible Stop Work Orders and Administrative Penalties of up to $4,999 per day for non-compliance of this section of the Special Provisions.

Per the State's Porter Cologne Water Quality Act, the Contractor shall also be subject to inspection by Staff from the Central Valley Regional Water Quality Control Board who have the authority to issue Notices of Violation (NOVs) and Penalties of up to $10,000 per day for non-compliance. The Contractor shall be liable for any fines issued to the project by the State or Federal Government for NPDES non-compliance due to Contractor negligence.

The City reserves the right to take corrective action and withhold the City's costs for corrective action from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.
Any fines, including third-party claims, levied against the Agency as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.

ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE

Title 12 STREETS, SIDEWALKS AND PUBLIC PLACES
Chapter 12.20 CLOSURE OF PRIMARY STREETS FOR CONSTRUCTION

12.20.010 Definitions.

The following terms used in this chapter shall have the meanings set forth below:

"City working hours" means 7:00 a.m. to 6:00 p.m., Monday through Friday, legal holidays excepted.

"Director" means the director of public works or utilities departments of the city of Sacramento or his or her authorized representative(s).

"Emergency repairs" means repairs to a utility facility located in or adjacent to a primary city street that must be performed immediately when the necessity arises to safeguard life or property or maintain continued operation of the facility.

"Facility" means a marked or otherwise identified underground or existing above-ground improvement or structure.

"Known facility" means any facility that can be observed visually, is marked correctly in the field or is shown correctly on any contract, plan or permit document.

"Person" means any person, firm, company or governmental agency, including any person performing work under a contract between the person and the city.

"Public Easement" means any easement or right-of-way owned or controlled by a public agency or by a public utility.

"Traffic engineering services office" means the office responsible for providing traffic engineering services for the public works department of the city of Sacramento, 1000 I Street, Suite 170, Sacramento, CA., phone (916) 264-5307, fax (916) 264-8404.

"Work" means all work performed under a notice to proceed for a private development project, a capital improvement project or other contract with the city or for which a revocable permit, encroachment or excavation permit or temporary street closure permit is required. Work also means all work performed without one or more of the aforementioned permits or authorizations, but for which one or more of the aforementioned permits or authorizations are required. (Ord. 2002-004 § 1, 2002; Ord. 98-002 § 2 (part): prior code § 25.04.069)

12.20.020 Closure of streets for work—Traffic control plan.

A. Except when performing emergency repairs, no person shall perform any work that will obstruct vehicular or pedestrian traffic on a city street unless a traffic control plan has been approved by the director.

B. Emergency repairs that obstruct vehicular or pedestrian traffic on a city street, shall be reported to the traffic engineering services office not later than one hour after the need for the emergency repairs is determined. If the emergency repairs obstruct vehicular or

pedestrian traffic on a city street outside of city working hours, the city traffic engineering services office shall be notified of the closure or obstruction not later than nine a.m. on the next working day.

C. All work requiring a traffic control plan shall conform to the conditions and requirements of the approved plan.

D. Where a traffic control plan is required, the approved plan must be available at the site for inspection by the director during all work.

E. If the director determines that actual traffic conditions under the approved plan are hazardous to public safety, the director may require the plan to be immediately modified. If the hazardous conditions cannot be eliminated by plan modification the director may require work under the plan to be stopped, and the plan suspended, until the safety hazard is remedied. (Ord. 2002-004 § 2, 2002: Ord. 98-002 § 2 (part): prior code § 25.04.069-1)

12.20.030 Traffic control plan—Requirements.

A. Application. Before approving a traffic control plan, the director shall require a written submission of a proposed traffic control plan that includes the following information:

1. The name and business address of the applicant.

2. A diagram showing the location of the proposed work area.

3. A diagram showing the location of areas where the public right-of-way will be closed or obstructed.

4. A diagram showing the placement of traffic control devices necessary to perform the work.

5. The proposed phases of traffic control.

6. The time periods when the traffic control will be in effect.

7. The time periods when work will prohibit access to private property from a public right-of-way.

8. A statement that the applicant will comply with the city's noise ordinance during the performance of all work.

9. A statement that the applicant understands that the plan may be modified by the director at any time in order to eliminate or avoid traffic conditions that are hazardous to the safety of the public.

B. Upon receiving a complete proposed traffic control plan, the director shall either approve, approve with modifications or disapprove the plan.

C. If the work to be performed under the approved traffic control plan is not commenced and completed within the times specified in the plan, the plan shall be deemed to

have expired, and shall be void, and a new plan shall be required prior to commencing or continuing work. (Ord. 2002-004 § 3, 2002: Ord. 98-002 § 2 (part): prior code § 25.04.069-2)

12.20.040 Maintenance of construction areas.

A. No person performing work shall cause any public right-of-way, public street, public property or public easement to be covered with construction related trash, debris, garbage, waste material or soil. Public rights-of-way, public streets, public property and public easements affected by work must be cleaned to the satisfaction of the director prior to re-opening these areas to the public.

B. Trench plates shall not be utilized for more than three calendar days in one location and temporary surfacing shall not be utilized for more than five calendar days in one location without prior written approval of director. (Ord. 2002-004 § 4, 2002)

12.20.050 Repair of traffic control systems.

All persons performing work shall repair or replace, to previous condition or better, all existing traffic control system markers or devices that are damaged or destroyed during work within three calendar days of the completion of work in the immediate area unless written direction extending the time period or relieving the persons performing work of this obligation is provided by the director. (Ord. 2002-004 § 5, 2002)

12.20.060 Care of existing known facilities.

All persons performing work shall take reasonable precautions not to damage or destroy existing known facilities. (Ord. 2002-004 § 6, 2002)

12.20.070 Public notification of work.

All persons performing work shall conform to any public notification requirements included in the permit, contract documents, or approved plans. If notification is required, at a minimum, persons performing work shall notify residents and businesses immediately adjacent to the project work in writing two working days in advance of beginning work. The notice shall be approved by the director, shall describe the work to be performed, the anticipated duration of construction, and the name and daytime telephone number of the person performing the work. (Ord. 2002-004 § 7, 2002)

12.20.080 Violation—Administrative penalties.

A. Administrative Penalties. The director may issue an order imposing an administrative penalty to any person violating any provision of this chapter.

1. Notwithstanding any contrary provision of this code, each day a violation of the following code provisions occurs shall constitute a separate violation, and shall be subject to a separate penalty:

a. Section 12.20.020(B).

b. Section 12.20.020(D).

c. Section 12.20.040.

d. Section 12.20.050.

e. Section 12.20.060.

f. Section 12.20.070.

2. Notwithstanding any contrary provision of this code, each fifteen (15) minute period that a violation of the following code provisions occurs shall constitute a separate violation, and a separate administrative penalty may be imposed for each violation:

a. Section 12.20.020(A).

b. Section 12.20.020(C).

3. The administrative penalty for each violation of any provision of this chapter shall be one thousand dollars ($1,000.00). Violations of a specific section of this chapter by the same person occurring during the same work but located in different blocks or located in the same block but occurring on different days or at different times on the same day shall constitute separate violations for which separate administrative penalty orders may be issued.

4. If a person performing work under a contract between the person and the city violates any provision of this chapter, the city may deduct the amount of any administrative penalties imposed hereunder from any funds otherwise payable to the person under the contract.

5. In addition to the aforementioned penalties, the city may withhold issuance of permits for encroachment or excavation in a city street (issued pursuant to Chapter 3.76 or Chapter 12.12 of this code) to any person receiving a final administrative penalty order for a violation of any specific provision of this chapter three times within a two year period; the city may withhold issuance of permits for a period of not longer than two years after said administrative penalty orders are final. Multiple administrative penalty orders issued for continuing violations occurring on the same calendar day shall be considered one administrative penalty order for purposes of this section.

B. Imposition of the Administrative Penalties. The administrative penalty order shall be imposed in accordance with the provisions of Section 1.28.010 of this code, and shall contain the following:

1. The name and address of the violating party, if known;

2. The location, date and time of the violation;

3. A description of the act(s) or condition(s) violating this chapter;

4. The amount of the administrative penalty, with instructions for submitting payment to the city;

5. A statement indicating that the administrative penalty may be appealed, in accordance with the provisions of Section 1.28.010(D)(4) of this code, by filing a written

notice of appeal with the city clerk no later than twenty (20) days after the order is issued to the violator;

6. A statement indicating that the order imposing the administrative penalty shall be final if it is not appealed within the time required;

7. A statement indicating that a party upon whom a final administrative penalty has been imposed may seek review of the order imposing the penalty pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6.

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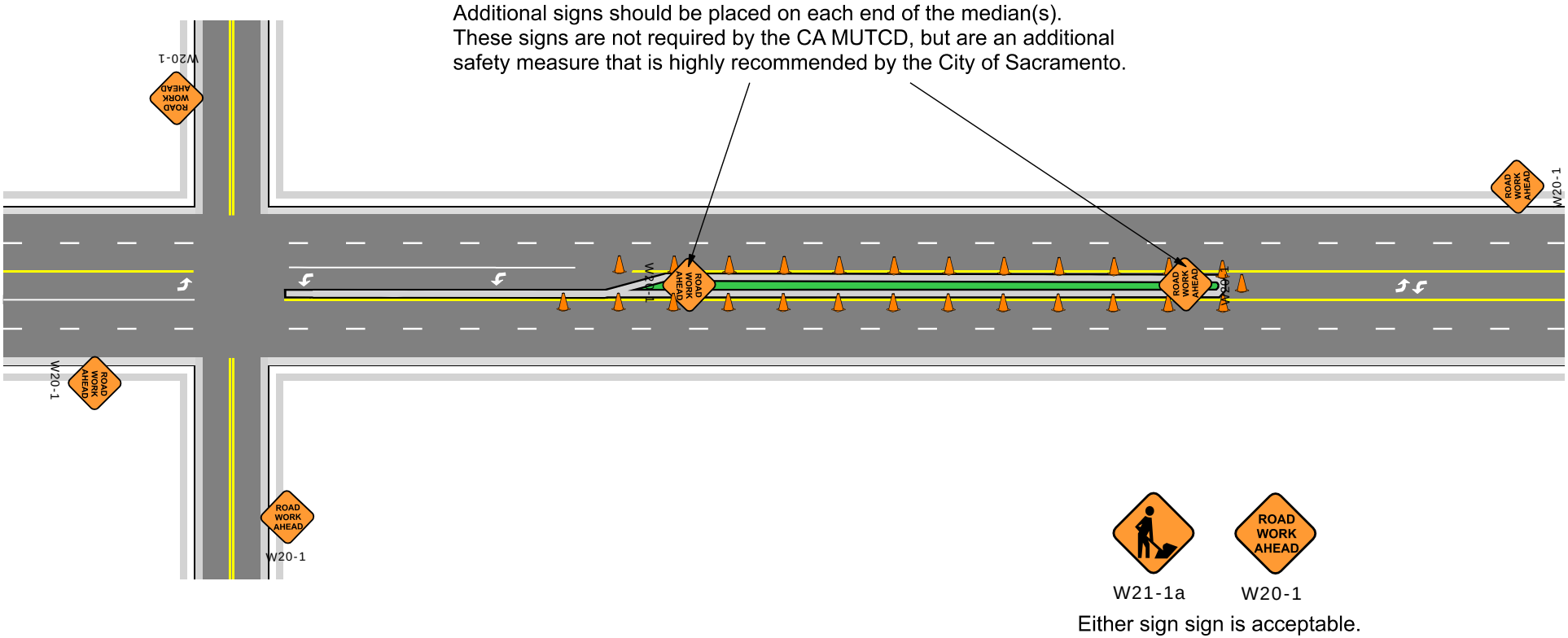

City of SACRAMENTO Department of Public Works	**Date:** 7/1/2014 **Author:** Streetscape Maintenance **Project:** TYPICAL TEMPORARY TRAFFIC CONTROLS FOR WORK ON MEDIANS
	Comments: Typical temporary traffic control placement for streetscape maintenance work on medians, with no lane closure. Placement of cones must preserve a minimum lane width of at least 10 feet. All work must be contained to median, workers are not to step into traffic lanes. Actual placement of signs and cone spacing will be dictated by traffic volume, speed, and other factors. Refer to CA MUTCD.

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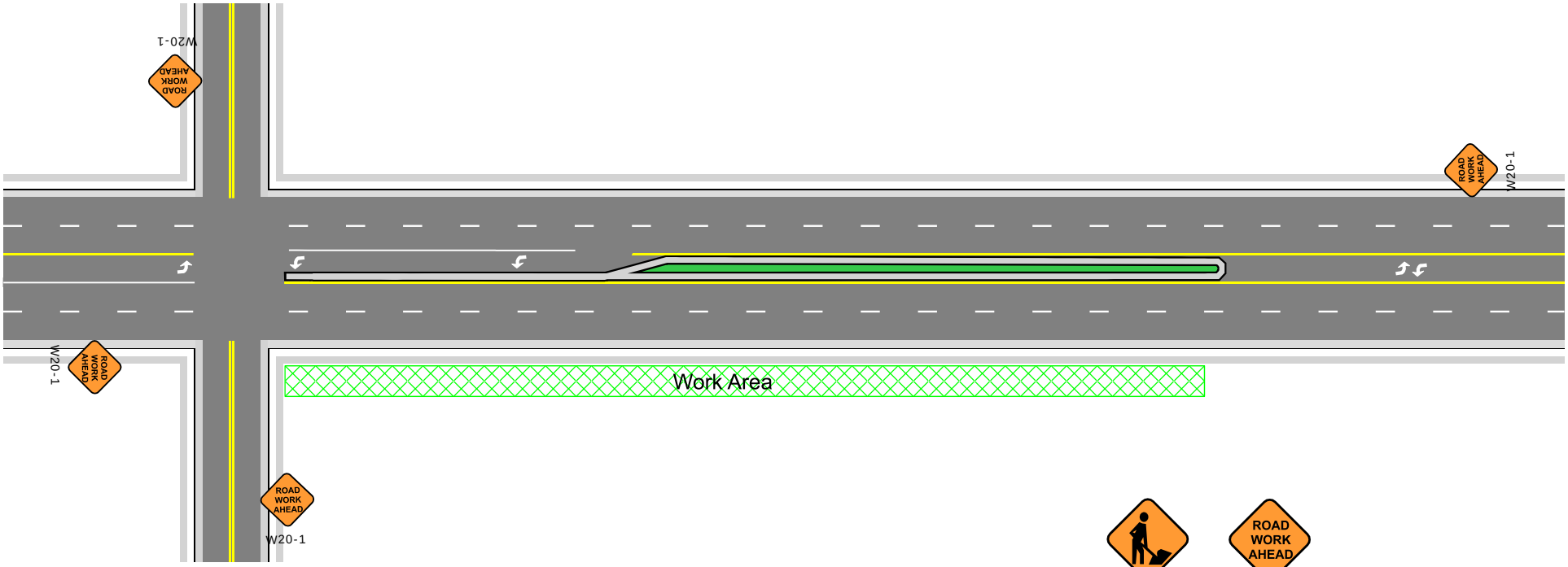

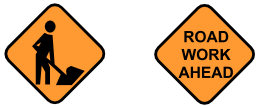

W21-1a W20-1

Either sign sign is acceptable.

City of SACRAMENTO Department of Public Works	**Date:** 7/1/2014 **Author:** Streetscape Maintenance **Project:** TYPICAL TEMPORARY TRAFFIC CONTROLS FOR WORK ON SIDE OF ROAD
	Comments: Typical temporary traffic control placement for streetscape maintenance work on side of road, with no lane closure. All work must be contained to side of road, workers are not to step into traffic lanes. Actual placement of signs and cone spacing will be dictated by traffic volume, speed, and other factors. Refer to CA MUTCD.

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $_____75,578.00_____.

2. **Billable Rates.**

   CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

   A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

   B. All invoices submitted by CONTRACTOR shall contain the following information:

      (1) Job Name
      (2) Description of services billed under this invoice, and overall status of project
      (3) Date of Invoice Issuance
      (4) Sequential Invoice Number
      (5) CITY's Purchase Order Number
      (6) Total Contract Amount
      (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
      (8) Total Billed to Date
      (9) Total Remaining on Contract
      (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

   C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Requests for payment shall be sent to:

PW Maintenance Services
5730 24th Street, Bldg. 9
Sacramento CA 95822

Attn: Jeremy Medina

5. Additional Services. Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.

6. Accounting Records of CONTRACTOR. During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. Taxes. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

Attachment 1

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE / MANNER OF PAYMENT

B16151681005

PRICING SCHEDULE
City of Sacramento
Center Parkway Mack Streetscapes Maintenance

This bid is for ALL Nine (9) site locations on the attached performance schedules. All columns must be completed correctly for the bid to be considered responsive. The contract term is for one (1) year with the option to extend for one (1) additional year. The City reserves the right to add or delete locations to the scope of the work during the contract term.

LINE ITEM	LOCATION	FIRST YEAR SCHEDULED MAINTENANCE			SECOND YEAR SCHEDULED MAINTENANCE		
		MONTHLY PRICE	X	YEARLY PRICE	MONTHLY PRICE	X	YEARLY PRICE
1	CENTER PARKWAY- NORTH	$1,978.00	12	$23,736.00	$2,037.00	12	$24,444.00
2	CENTER PARKWAY- SOUTH	$790.00	12	$9,480.00	$814.00	12	$9,768.00
3	NEWPORT COVE	$198.00	12	$2,376.00	$204.00	12	$2,448.00
4	LAGUNA PARKWAY	$198.00	12	$2,376.00	$204.00	12	$2,448.00
5	LAGUNA VERDE 1	$396.00	12	$4,752.00	$408.00	12	$4,896.00
6	LAGUNA VERDE 2	$396.00	12	$4,752.00	$408.00	12	$4,896.00
7	MACK ROAD- EAST	$1,165.00	12	$13,980.00	$1,200.00	12	$14,400.00
8	LAGUNA CREEK EAST	$198.00	12	$2,376.00	$204.00	12	$2,448.00
9	BUNRATTY	$85.00	12	$1,020.00	$88.00	12	$1,056.00
TOTAL OF YEARLY SCHEDULED MAINTENANCE PRICES (*Sum of yearly prices for all locations, above*)		FIRST YEAR SCHEDULED MAINTENANCE SUBTOTAL		$64,848.00	SECOND YEAR SCHEDULED MAINTENANCE SUBTOTAL		$66,804.00
REPAIR CREW RATES (*From total calculated on page "Repair Crew Rates"*)		CREW RATES TOTAL		$10,730.00	CREW RATES TOTAL		$10,730.00
YEARLY TOTAL (*Sum of Maintenance Subtotal and Repair Crew Rates, above*)		**FIRST YEAR TOTAL**		$75,578.00	**SECOND YEAR TOTAL**		$77,534.00

BID TOTAL (*Sum of First and Second Year Totals*) $153,112.00

COMPANY:	SIGNATURE:	DATE:
New Image Landscape Company	Guillermo Ruvalcaba	September 9, 2015

REPAIR CREW RATES
City of Sacramento Streetscapes

Contractor is to furnish the City of Sacramento hourly rates for repairs and maintenance work, in accordance with the following specifications and provisions.

All repair work shall have prior written authorization from the City on form issued upon award. Repair work is requested on an as-needed basis and the Contractor is not guaranteed all such work in areas where Contractor is currently providing landscape services to the City. The amount of time each repair job may take is subject to negotiation with the City. Rates offered below would be a major determinant in whether repair work will be furnished by the Contractor providing contract services in the same area. Should repair work not be provided by the Contractor, said Contractor may be required to coordinate with the City and another Contractor of the City's choosing in order to complete repairs.

The hourly crew rate quoted shall include all Contractor costs for wages, insurance, overhead and equipment. Fees for materials shall include Contractors lowest / best purchase price, plus tax and markup. Invoices are to be provided upon request.

Item #1 – **GENERAL GARDENING CREW RATE** **(TWO PERSON CREW)**

Provide general gardening services, as required, i.e. plant and special cleanups, pruning and work as such. $ 56.00 per hour

Item #2 – **SPECIALTY IRRIGATION RATE** **(IRRIGATION TECHNICIAN ONLY)**

Provide irrigation repair for valves, solenoids, controllers, lateral and main line breaks and sprinkler replacement. If a helper is required, one and a half (½) times of the General Gardening Crew Rate will be used. **Helper rate must be pre Authorized by Inspector.** $ 65.00 per hour

Item #3 – **EMERGENCY RESPONSE**

In the event and immediate response is required outside normal working hours of 7:30am to 4pm, Monday to Friday, the Streetscapes inspector may authorize an Emergency PER CALL RATE OF NOT TO EXCEED ONE AND ONE HALF (1 ½) TIMES THE HOURLY SPECIALTY IRRIGATION RATE.

#4 – **PERCENTAGE MARKUP ON MATERIALS**

Percentage increase over the best/lowest cost, including Contractor discounts, paid by Contractor for materials approved for replacement or installation. PERCENTAGE MARKUP SHALL NOT BE USED FOR DUMP FEES, EQUIPMENT RENTALS OR ANY OTHER NON-MATERIAL ITEMS. 15 %

BID CALCULATION FOR REPAIR CREW RATES: Use the crew rates and material markup rate offered, above, to calculate the evaluation bid amount, below. *The estimated hours and dollar amount shown above are for bid evaluation purposes only and do not represent what the bidder may or may not earn if awarded the contract.*

General Gardening Crew Rate(*Item # 1)* x 80 hours = $ 4,480.00
Specialty Irrigation Rate (*Item # 2*) x 80 hours = $ 5,200.00
Materials Markup (*Item # 4)* x $7,000 = $ 1,050.00 *(amount of mark up only)*

(TOTAL) $ 10,730.00

ENTER ABOVE TOTAL ON THE MAINTENANCE PRICING SCHEDULE PAGE WHERE INDICATED

8/11/14

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

✓ Not furnish any facilities or equipment for this Agreement;

or

_____ Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

Attachment 1

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE / MANNER OF PAYMENT

PRICING SCHEDULE

City of Sacramento

Center Parkway Mack Streetscapes Maintenance

This bid is for ALL Nine (9) site locations on the attached performance schedules. All columns must be completed correctly for the bid to be considered responsive. The contract term is for one (1) year with the option to extend for one (1) additional year. The City reserves the right to add or delete locations to the scope of the work during the contract term.

LINE ITEM	LOCATION	FIRST YEAR SCHEDULED MAINTENANCE			SECOND YEAR SCHEDULED MAINTENANCE		
		MONTHLY PRICE	X	YEARLY PRICE	MONTHLY PRICE	X	YEARLY PRICE
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YEARLY TOTAL (*Sum of Maintenance Subtotal and Repair Crew Rates, above*)		**FIRST YEAR TOTAL**		$75,578.00	**SECOND YEAR TOTAL**		$77,534.00

BID TOTAL (*Sum of First and Second Year Totals*) $153,112.00

COMPANY:	SIGNATURE:	DATE:
New Image Landscape Company	Guillermo Rivalcoba	September 9, 2015

REPAIR CREW RATES
City of Sacramento Streetscapes

Contractor is to furnish the City of Sacramento hourly rates for repairs and maintenance work, in accordance with the following specifications and provisions.

All repair work shall have prior written authorization from the City on form issued upon award. Repair work is requested on an as-needed basis and the Contractor is not guaranteed all such work in areas where Contractor is currently providing landscape services to the City. The amount of time each repair job may take is subject to negotiation with the City. Rates offered below would be a major determinant in whether repair work will be furnished by the Contractor providing contract services in the same area. Should repair work not be provided by the Contractor, said Contractor may be required to coordinate with the City and another Contractor of the City's choosing in order to complete repairs.

The hourly crew rate quoted shall include all Contractor costs for wages, insurance, overhead and equipment. Fees for materials shall include Contractors lowest / best purchase price, plus tax and markup. Invoices are to be provided upon request.

Item #1 – **GENERAL GARDENING CREW RATE** **(TWO PERSON CREW)**

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Item #2 – **SPECIALTY IRRIGATION RATE** **(IRRIGATION TECHNICIAN ONLY)**

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Item #3 – **EMERGENCY RESPONSE**

In the event and immediate response is required outside normal working hours of 7:30am to 4pm, Monday to Friday, the Streetscapes inspector may authorize an Emergency PER CALL RATE OF NOT TO EXCEED ONE AND ONE HALF (1 ½) TIMES THE HOURLY SPECIALTY IRRIGATION RATE.

#4 – **PERCENTAGE MARKUP ON MATERIALS**

Percentage increase over the best/lowest cost, including Contractor discounts, paid by Contractor for materials approved for replacement or installation. PERCENTAGE MARKUP SHALL NOT BE USED FOR DUMP FEES, EQUIPMENT RENTALS OR ANY OTHER NON-MATERIAL ITEMS. 15 %

BID CALCULATION FOR REPAIR CREW RATES: Use the crew rates and material markup rate offered, above, to calculate the evaluation bid amount, below. *The estimated hours and dollar amount shown above are for bid evaluation purposes only and do not represent what the bidder may or may not earn if awarded the contract.*

General Gardening Crew Rate(*Item # 1)* x 80 hours = $ 4,480.00
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Materials Markup (*Item # 4)* x $7,000 = $ 1,050.00 *(amount of mark up only)*

(TOTAL) $ 10,730.00

ENTER ABOVE TOTAL ON THE MAINTENANCE PRICING SCHEDULE PAGE WHERE INDICATED

8/11/14

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. **Independent Contractor**.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR

sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento

Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services render by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of

activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

> "I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

> Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

> "I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

(2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

(3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (This number will be provided by EBIX after Agreement approval.)
PO Box 257
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to: CertsOnly-Portland@ebix.com

(3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. Entire Agreement. This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Waiver. Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. Assignment Prohibited. The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. Binding Effect. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. Use Tax Requirements. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

B. Sellers Permit: For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

EXHIBIT E
LIVING WAGE REQUIREMENTS
(Nonprofessional Service Agreement)

The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of $100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is $100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS $100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.[1]

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.[2]

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[1] The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

(1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or

(2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

[2] A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

(1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least $1.50 for each hour, then the rates are as follows:

(a) During 2007, the greater of $10.00 an hour or $9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.

(b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

(2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than $1.50 for each hour, then the rates are as follows:

(a) During 2007, the greater of $11.50 an hour or $10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.

(b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

> **This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at www.cityofsacramento.org.**

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

Additional Information

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at **www.cityofsacramento.org**.
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting

utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On …….. (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for …….. (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

Attachment B

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to Employees

If you feel you have been discriminated against by your employer . . .

You May . . .

○ Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

○ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

SECTION III – BIDDER RESPONSE DOCUMENTS

E. DRUG FREE WORKPLACE POLICY AND AFFADAVIT

BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Establishing a Drug-Free Awareness Program to inform employees about:

   a. The dangers of drug abuse in the workplace.
   b. The contractor's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:

   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.

5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:

   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: _____ _____ _____
Date **Violation Type** **Place of Occurrence**

If additional space is required use back of this form.

*** The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.**

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED A CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: New Image Landscape Company

BY: [signature] Vice President **Date:** September 9, 2015
Signature **Title**

Effects of violations: **a.** Suspension of payments under the Agreement. **b.** Suspension or termination of the Agreement. **c.** Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

Landscape Maintenance Contractors Licenses, Certificates and Registration Requirements

Bidder represents and warrants to the City of Sacramento that the following licenses, certificates and registrations are currently in force. All said documents will remain in force during the term of the resulting agreement with the City; failure to maintain will result in suspension or possibly termination of contract. ***A copy of each document listed below must be submitted with this Bid.***

LICENSES/CERTIFICATES/REGISTRATION	DOCUMENT #	EXPIRATION DATE
• FEDERAL ID # *(Copy not required)*	94-3235925	N/A
• STATE ID # *(Copy not required)*	42-063438	N/A
• STATE OF CALIFORNIA C27 LICENSE	719106	2/29/16
• CITY OF SACRAMENTO BUSINESS OPERATIONS TAX CERTIFICATE	1012826	9/30/15
• STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS LICENSE	34826	12/31/15
• STATE OF CALIFORNIA APPLICATOR LICENSE *or* CERTIFICATE	103939	12/31/15
• STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS COUNTY REGISTRATION	Alameda	12/31/15
• STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLIC WORKS CONTRACTOR REGISTRATION	1000004914	N/A

I DECLARE UNDER PENALTY OF PERJURY, THAT THE FOREGOING IS TRUE AND CORRECT:

CONTRACTOR: Guillermo Ruvalcaba — New Image Landscape Company
SIGNATURE — NAME OF FIRM

PRINT NAME: Guillermo Ruvalcaba

TITLE: Vice President

ADDRESS: 3250 Darby Common

CITY, STATE: Fremont, CA

DATE: September 9, 2015

F. ITEMS REQUIRING BIDDER RESPONSE

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270 , when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
   a. The LBE's principle business office or workspace; or
   b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

[X] **YES** - the firm submitting the bid is qualified as a local business enterprise.

[ ] **NO** - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

101286

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

7551 14th Avenue

Sacramento, CA 95820

_____

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

2. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [ ] or No [X] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

3. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [ ] or No [X]

If Yes, what percentage discount would you offer the City to be paid through EFT? _____%

SECTION III – REQUIREMENTS

H. BID SIGNATURE PAGE

BID NO. B16151681005

FOR SERVICES/SUPPLIES: Center Parkway Mack Streetscapes

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, General Provisions and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: New Image Landscape Company

ADDRESS: 3250 Darby Common, Fremont, CA 94539

PHONE #: (510) 226 - 9191 FAX #: (510) 226 - 1298 E-MAIL: gruvalcaba@newimagelandscape.com

STATE TAX I.D. #: 42063438 FED. TAX I.D. #: 94-3235925

City of Sacramento Business Operation Tax Certificate #: 1012826
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY *(check one)*: _____ Individual/Sole Proprietor _____ Partnership
_X_ Corporation _____ Limited Liability Company
_____ Other (*please specify:* _____)

BY: (signature of authorized person) Guillermo Ruvalcaba

PRINT NAME: Guillermo Ruvalcaba

TITLE: Vice President

SECTION III – BIDDER RESPONSE DOCUMENTS

E. DRUG FREE WORKPLACE POLICY AND AFFADAVIT

BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Establishing a Drug-Free Awareness Program to inform employees about:

   a. The dangers of drug abuse in the workplace.
   b. The contractor's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:

   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.

5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:

   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: _____ _____ _____

Date **Violation Type** **Place of Occurrence**

If additional space is required use back of this form.

*** The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.**

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED A CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: New Image Landscape Company

BY: Guillermo Rivalcoba Vice President **Date:** September 9, 2015

Signature **Title**

Effects of violations: **a.** Suspension of payments under the Agreement. **b.** Suspension or termination of the Agreement. **c.** Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

Landscape Maintenance Contractors Licenses, Certificates and Registration Requirements

Bidder represents and warrants to the City of Sacramento that the following licenses, certificates and registrations are currently in force. All said documents will remain in force during the term of the resulting agreement with the City; failure to maintain will result in suspension or possibly termination of contract. ***A copy of each document listed below must be submitted with this Bid.***

LICENSES/CERTIFICATES/REGISTRATION	DOCUMENT #	EXPIRATION DATE
• FEDERAL ID # *(Copy not required)*	94-3235925	N/A
• STATE ID # *(Copy not required)*	42-063438	N/A
• STATE OF CALIFORNIA C27 LICENSE	719106	2/29/16
• CITY OF SACRAMENTO BUSINESS OPERATIONS TAX CERTIFICATE	1012826	9/30/15
• STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS LICENSE	34826	12/31/15
• STATE OF CALIFORNIA APPLICATOR LICENSE *or* CERTIFICATE	103939	12/31/15
• STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS COUNTY REGISTRATION	Alameda	12/31/15
• STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLIC WORKS CONTRACTOR REGISTRATION	1000004914	N/A

I DECLARE UNDER PENALTY OF PERJURY, THAT THE FOREGOING IS TRUE AND CORRECT:

CONTRACTOR: Guillermo Ruvalcaba — New Image Landscape Company

SIGNATURE — NAME OF FIRM

PRINT NAME: Guillermo Ruvalcaba

TITLE: Vice President

ADDRESS: 3250 Darby Common

CITY, STATE: Fremont, CA

DATE: September 9, 2015

F. ITEMS REQUIRING BIDDER RESPONSE

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270 , when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
   a. The LBE's principle business office or workspace; or
   b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

[X] **YES** - the firm submitting the bid is qualified as a local business enterprise.

[ ] **NO** - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

101286

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

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Sacramento, CA 95820

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2. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [ ] or No [X] (Net 30 days)

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PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

3. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [ ] or No [X]

If Yes, what percentage discount would you offer the City to be paid through EFT? _____%

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City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00801

Title: Memorandum of Understanding with Sacramento County and Sutter County for the 200-year Natomas Internal Drainage Modeling and Mapping (Adjourned from 10/06/2015)

Location: Districts 1, 3 and 4

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute a Memorandum of Understanding with Sacramento County and Sutter County which outlines shared cost for the 200-year flood protection modeling and mapping of the Natomas Internal Drainage.

Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Tony Bertrand, Supervising Engineer, (916) 808-1462, Department of Utilities

Presenter: None

Department: Department Of Utilities
Division: Development Services
Dept ID: 14001341
Attachments:
1-Description/Analysis
2-Background
3-Agreement

City Attorney Review

Approved as to Form
Joe Robinson
9/30/2015 11:15:46 AM

Approvals/Acknowledgements

Department Director or Designee: Mike Malone - 9/18/2015 6:27:30 AM

Description/Analysis

Issue Detail: In 2007, California Senate Bill 5 (SB 5, Machado), Chapter 364, established a 200-year standard level of flood protection for urban areas within the Sacramento-San Joaquin Valley (Central Valley), including the City of Sacramento. As of July 1, 2016, SB 5, as amended by Senate Bill 1278 (2012), will impose restrictions on the City's ability to approve development projects unless the City's 200-year floodplains are identified and the City demonstrates that the required flood protection is or will be provided through adequate progress.

The Department of Utilities requests City Council approval of a Memorandum of Understanding (MOU) with Sacramento County and Sutter County for the purpose of sharing the expense of the 200-year Natomas internal drainage modeling and mapping.

Policy Considerations: Since SB 5's effective date and subsequent relevant legislation, the Department of Water Resources (DWR) and the Central Valley Flood Protection Board developed and adopted a Central Valley Flood Protection Plan (CVFPP). The City of Sacramento's 2035 General Plan has been amended to be consistent with the policies outlined within the CVFFP. The Zoning Ordinance amendment is scheduled for City Council approval by January 2016. Completion of the 200-year Natomas internal drainage modeling and mapping will provide greater insight into our current flood protection status and further align the City's future projects with the CVFFP. Adoption of the proposed MOU will provide an opportunity for the City and its partners to work together in a cooperative manner and share the costs of the necessary study and analysis, which otherwise would need to be performed individually by each jurisdiction.

Economic Impacts: None.

Environmental Considerations: The Community Development Department, Environmental Planning Services Division, has reviewed the proposed action to approve a MOU between three agencies and has determined that the activity is not a "project" pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15378(b). The MOU is an administrative and fiscal activity that will not result in a significant effect on the environment, and is therefore not subject to CEQA.

Sustainability: Conducting the hydraulic modeling and mapping for the internal drainage canals in the Natomas Basin, and other 200-year flood protection activities, is consistent with the City's Sustainability Master Plan.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The City is required to comply with regulations requiring 200-year flood protection for urban areas and to make continuous effort to maintain flood protection systems. By partnering with other agencies tasked with this same requirement and geographical area of interest, the City can cost-effectively meet this regulatory requirement.

Financial Considerations: The proposed MOU provides for a partnership with two other agencies to fund the regional mapping and modeling for the internal drainage of the Natomas Basin. The total project cost is not-to-exceed $205,648, which includes the regional partners' cost share in the amount of $56,202. As outlined by the terms of the MOU, the City will contribute $149,446, Sacramento County will contribute $32,370, and Sutter County will contribute $23,832 (through the proposed Sutter Pointe development) towards project funding. The City will contribute a greater percentage of funding than the other two agencies because the City must meet unique requirements defined by the Department of Water Resources' Urban Levee Design Criteria. These specific requirements are due to the fact that the leveed areas within the Natomas Basin fall solely within the City's limits.

Sufficient funds are available in Flood Control Planning Project (I14010100) to support the City's share of the costs.

Local Business Enterprise (LBE): Not applicable.

Background

In 2007, SB 5 established a 200-year standard of flood protection. After July 1, 2016, SB 5, amended by SB 1278, will require the City to make findings related to an urban level of flood protection (200-year protection) before entering into a development agreement, issuing a permit for a new structure, or approving parcel maps. The Department of Water Resources has established guidelines for making these findings in their *Urban Level of Flood Protection* (ULOP) Criteria. For the most part, the 200-year findings will be largely based on existing flood control facilities which are currently being extensively analyzed by the Sacramento Area Flood Control Agency (SAFCA). SAFCA is currently developing a 200-year plan, so that an “adequate progress” finding can be made.

Adequate progress is defined as the following:

1. The total project scope, schedule, and cost of the completed flood protection system have been developed to meet the appropriate standard of 200-year protection.
2. Revenues that are sufficient to fund each year of the scheduled project development has been identified.
3. Critical features of the flood protection system are under construction and progressing in line with the timeline and actual expenditures.
4. The local agency must not be responsible for a significant delay in the completion of the system.
5. Provide the CVFPB with an annual report on the efforts towards completion of the flood protection system.

Under the ULOP, other findings can be made such as: (1) 200-year level of protection is being provided; or (2) protection is provided by conditions imposed by the City on a property, development project, or subdivision, e.g., elevating structures to 200-year level.

The ULOP also applies to other areas of the City that do not fall under SAFCA’s 200-year plan. The City’s watersheds with a tributary area greater than 10 square miles and three feet of flooding are subject to the ULOP’s urban level of flood protection requirements. The Natomas internal drainage canals are greater than 10 square miles. The goal of Sacramento County, Sutter County, and City of Sacramento is to develop 200-year flood maps for the Natomas internal drainage canals to determine what type of finding can made under the ULOP.

The City entered into a contract with Mead & Hunt (C2015-1135) to perform extensive hydraulic modeling and mapping for the internal drainage canals in the Natomas Basin. The scope of the project includes portions of the basin located in Sacramento County, Sutter County, as well as, the City of Sacramento. This approach was taken to provide the most accurate depiction of potential flood risk and demonstrate our current flood protection.

Cost sharing this project with the participating agencies results in a lower cost for this regulatory requirement for the City and the other partners. The cost of the Agreement will be shared by the City and participating agencies according to the MOU as follows:

City of Sacramento	$149,446
Sacramento County	$32,370
Sutter County	$23,832
Total	$205,648

MEMORANDUM OF UNDERSTANDING REGARDING APPORTIONMENT OF COSTS FOR THE 200-YEAR NATOMAS INTERNAL DRAINAGE MODELING AND MAPPING AGREEMENT

This Memorandum of Understanding (the "MOU") is entered into on _____, 2015, by and between the City of Sacramento, Sacramento County, and Sutter County, each referred to herein as a "party" and collectively referred to herein as the "parties".

RECITALS

A. The purpose of this MOU is to memorialize an agreement and understanding of the parties with respect to apportionment of costs for the mapping and modeling of the Natomas Basin internal drainage canals.

B. The parties each are required by California Senate Bill 5 (Machado), Chapter 364, as amended by Senate Bill 1278 (2012), to establish a 200-year standard level of flood protection for urban areas within in the Sacramento-San Joaquin Valley.

C. The City of Sacramento entered into a contract with Mead & Hunt (C2015-1135) to perform extensive hydraulic modeling and mapping for the internal drainage canals in the Natomas in an effort to illustrate the 200-year flood protection within the Natomas Basin. To provide the most accurate depiction of potential flood risk, the scope of the project includes the internal drainage sections of the Natomas Basin including portions located in Sacramento County, Sutter County, as well as, the City of Sacramento.

D. The parties believe it to be in their best interest, as well as the public's best interest, to cooperatively and jointly share in the cost of this modeling and mapping.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the parties agree as follows:

1. Technical Committee: The parties hereby form a Technical Committee consisting of one representative of each of the parties, as identified on the list titled: "200-Year Natomas Basin Internal Drainage Modeling & Mapping – Representatives," attached hereto as Exhibit "A" and fully incorporated herein by this reference. A representative named herein may, from time to time or permanently, designate an individual to act on the representative's behalf. Meetings of the Technical Committee may be attended by anyone authorized by any representative. The purpose of the Technical Committee will be: a) to share information related to the technical work for the modeling and mapping; b) to review consultant progress reports and work products for the modeling and mapping; c) to discuss consultant recommendations concerning the modeling and mapping; and d) to take such other action as the Technical Committee deems appropriate to further the interest of the parties related to the 200-Year Natomas Basin Internal Drainage modeling and mapping.

2. Decisions of Technical Committee: The parties expect and intend that decisions of the Technical Committee will be made by unanimous agreement of the representatives. In the event of disagreement over any decision, the representatives present will vote to resolve the disagreement, with each representative having one vote, and the vote of the majority of representatives present will be the decision of the committee.

3. Cost Sharing, Invoices: The City of Sacramento will be responsible for administering the contract for the consultant services. It is understood and agreed, however, that the contract with the consultant will in part be a pass-through agreement, and the parties shall each pay a proportion of the contract amount, as agreed upon and shown below. The parties' proportionate shares of the contract are set forth in Exhibit "B", attached hereto and incorporated by this reference.

The project costs for the mapping and modeling services of the Natomas Basin internal drainage canals are approximately $205,648.

The City of Sacramento will invoice Sacramento County and Sutter County for consultant costs. Within 45 days of the receipt of said invoice(s), the parties shall remit their share of said invoice(s), as shown in Exhibit B, to reimburse the City of Sacramento for payment of the consultant costs. In the event one or more parties believe an invoice should not be paid in whole or in part, the dispute shall be resolved by the Technical Committee as set forth in Paragraph 2 herein. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts. Notwithstanding any provision contained herein, the City of Sacramento shall be reimbursed by each of the other parties for their respective proportionate share of any and all money ultimately paid to the consultant by the City of Sacramento, as contemplated in Section 3 of this MOU and subject to the price ceiling specified in Section 4.

The parties' proportionate shares set forth in Exhibit "B" may only be changed by amendment to this MOU as provided in Section 7, below, except with respect to the allocation of costs for supplemental tasks requested by, and for the benefit of, less than all of the agencies listed on Exhibit "B."

4. Price Ceiling: In no case shall the total value of costs shared pursuant to this MOU exceed $205,648, except by amendment of this MOU. This price ceiling shall not apply to costs for supplemental tasks requested by, and for the benefit of, less than all of the agencies listed on Exhibit "B." The Scope and Schedule Summary is set forth in Exhibit "C," attached hereto and incorporated by this reference.

5. Notices: Any invoice, payment, notice or other written communication related to this MOU will be provided to those representatives identified on Exhibit "A."

6. Term of MOU: This MOU shall be effective as of the date it is signed by all parties and shall remain in effect until all services and contracts covered by this MOU have been completed and performed and all payments required under this MOU have been made, or

until terminated by the mutual written agreement of all parties or by operation of law, whichever occurs first.

7. Amendments: Any amendments to this MOU must be in writing and executed by all parties.

8. Counterparts: This MOU may be executed by the parties in separate counterparts, each of which when so executed and delivered to the City of Sacramento shall be an original, but all such counterparts shall together constitute but one and the same instrument. After all executed signature pages are returned to the City of Sacramento, copies of the complete MOU will be mailed to each party.

9. General Provisions: Each party understands and agrees that there is no agency or joint venture relationship between the parties. It is further understood and agreed by the parties that notwithstanding anything contained herein, the employees of each party shall continue to be entirely and exclusively under the direction, supervision and control of the employing party.

Each party understands and agrees that any internal, in-house or administrative costs or expenses incurred by any party related to that party's obligations under this MOU shall be the sole responsibility of the party incurring said costs and expenses.

The parties understand and agree that this MOU creates rights and obligations solely between the parties and is not intended to benefit any other party. No provision of this MOU 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 MOU or any of its items or conditions, or otherwise give rise to any cause of action in any person not a party hereto.

If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, but only to the extent that the intent of the parties can be effectuated without the provision or provisions held invalid, void, or unenforceable.

The waiver by any party to this MOU of any requirements, condition or provision of this MOU shall not be deemed a waiver of any subsequent breach of that or any other requirement, condition or provision of this MOU.

The parties represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind said parties to the obligations set forth herein.

This instrument and any attachments hereto constitute the entire MOU between the parties concerning the subject matter hereof.

****

CITY OF SACRAMENTO

Date: _____

By: _____
Title

ATTEST:

_____
Title

APPROVED AS TO FORM:

_____
Title

SACRAMENTO COUNTY

Date: _____

By: _____
Title

ATTEST:

_____
Title

APPROVED AS TO FORM:

_____
Title

SUTTER COUNTY

Date: _____ By: _____
Title

ATTEST: APPROVED AS TO FORM:

_____ _____
Title Title

Exhibit A

200-Year Natomas Basin Internal Drainage Modeling & Mapping - Representatives

Bill Busath
Engineering and Water Resources
Division Manager
City of Sacramento Department of Utilities
1391 35th Avenue
Sacramento, CA 95822
(916) 808-5594

Michael L. Peterson
Director of Department of Water Resources (DWR)
Sacramento County DWR
827 7th Street, Suite 301
Sacramento, CA 95814
(916) 874-6851

Danelle Stylos
Development Services Director
Sutter County Development Services
1130 Civic Center Blvd, Suite A
Yuba City, CA 95993
(530) 822-7400

Exhibit B

Natomas Basin Internal Drainage Mapping & Modeling:
Mapping & Modeling Cost Sharing

Participating Agency	Proportionate Share (a)	Not to Exceed Amount for Sharing Costs of Natomas Basin Internal Drainage Mapping & Modeling
City of Sacramento	72.7	$149,446
Sacramento County	15.7	$32,370
Sutter County	11.6	$23,832

(a) Mapping and modeling service costs are distributed based on the amount of services needed within each agency's region. The City of Sacramento must meet unique requirements defined by the Department of Water Resources' Urban Levee Design Criteria. These specific requirements are due to the fact that the leveed areas within the Natomas Basin fall solely within the City's limits and the modeling and mapping does not benefit all internal drainage areas of the Natomas Basin.

Exhibit C
200-Year Natomas Basin Internal Drainage
Scope and Schedule

Item	Task	Schedule
A	Identify Watersheds (a)	July 2015 – October 2015
B	Update Hydrologic and Hydraulic Models for Natomas Basin Internal Drainage Canals	July 2015 – November 2015
C	Prepare 100-Year and 200 Year Floodplain Map	November 2015 – February 2016

Footnotes:

(a) Scope of task focuses solely on the City of Sacramento region.