ROCKLIN CITY COUNCIL

City Council Regular Meeting
City Hall - Council Chambers
3970 Rocklin Rd. Rocklin, CA 95677
Website: www.rocklin.ca.us

February 11, 2025
General Session 6:00 p.m.

JILL GAYALDO, *Mayor*
DAVID BASS, *Vice Mayor*
KEN BROADWAY, *Council Member*
BILL HALLDIN, *Council Member*
GREG JANDA, *Council Member*

ALY ZIMMERMANN, *City Manager*
MATTHEW MCOMBER, *City Attorney*
DANIEL CHOE, *City Treasurer*
AVINTA SINGH, *City Clerk*

HOW TO PARTICIPATE

The City of Rocklin welcomes your interest and involvement in the City's legislative process. The City Council has established a procedure for addressing the Council. Persons wishing to address the City Council are asked to voluntarily complete and submit a speaker identification sheet to the City Clerk. Speaker identification sheets are available near the entrance of the Council Chambers. For items listed on the agenda, any person may address the City Council at the time the item is considered. Speakers are requested to restrict their comments to the item as it appears on the agenda and stay within the required three-minute time limit. The Brown Act does not permit the City Council to take action on items brought up under Citizens Addressing the City Council.

WRITINGS RECEIVED AFTER AGENDA POSTING

Any writing or documents related to an agenda item for this meeting provided to the City Council, Public Financing Authority or Successor Agency will be made available for public inspection at City Hall, 3970 Rocklin Road, Rocklin, during normal business hours.

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in this meeting or other services in conjunction with this meeting, including receiving notices, agendas, and other writings in appropriate alternative formats, please contact our office at (916) 625-5560 at least 48 hours prior to the meeting or time when services are needed so that we may make every reasonable effort to accommodate you.

LEVINE ACT PROVISIONS

The Levine Act requires a party (or the party's agent(s)) to a proceeding before the City of Rocklin that involves any action or consideration to their contract, license, permit, or other entitlement for use, t o disclose any campaign contribution made to a City elected or appointed officer (including Councilmembers, Planning Commissioners, and members of other City boards and commissions) totaling more than $500 within the 12 months before the City decision.

AUDIO/VISUAL PRESENTATIONS

If making a presentation regarding an agenda item, all audio/visual materials must be submitted to the City Clerk or Secretary at least 72 hours in advance. The City is not responsible for the compatibility or operation of non-city devices or the functionality of non-city presentations.

POSTING OF AGENDA

In accordance with Government Code Section 54954.2(a) this agenda was posted on the City's bulletin board at City Hall, 3970 Rocklin Road, Rocklin, and City of Rocklin website at www.rocklin.ca.us.

AGENDA

MEETING INSTRUCTIONS

The public may listen to audio or view the meeting via live stream at https://www.rocklin.ca.us/agendas-minutes.
For those that do not plan on attending in person, but wish to make a public comment during the meeting, public comments will be accepted in email form until 3:00 p.m. on the meeting day. Public comments should be submitted to the City Clerk at PublicComments@rocklin.ca.us. Emailed public comments will be distributed to City Council and treated as a public record.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA REVIEW

CITIZENS ADDRESSING THE CITY COUNCIL

This is an opportunity for public comment on matters not listed on the agenda. Public comment on items listed on the agenda will be taken when the agenda item is called.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

CONSENT CALENDAR

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.

C1. Minutes of the January 28, 2025 Regular Meeting of the City Council
Recommendation: Approve the Minutes of the January 28, 2025 Regular Meeting of the City Council.

C2. Transportation Development Fund Claims
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Submit Claims for Local Transportation and State Transit Assistance Funds.

C3. Amendment to Consultant Services Agreement with Data Ticket, Inc.
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Amendment No. 1 to the Consultant Services Agreement with Data Ticket, Inc.

C4. Assignment of Grazing Services Agreement
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the Assignment of the 2024 Grazing Project Contract for Services from Blue Tent Farms, LLC to Ecosystem Concepts, Inc. and Authorizing the City Manager to Execute an Assignment Agreement with Ecosystem Concepts, Inc.

PUBLIC HEARINGS

Public Hearings may be reordered by the Mayor with the consent of the legislative body.

PH1. West Rocklin Annexation Area Pre-Zoning / PZ2024-0001
Recommendation: Conduct a Public Hearing and Consider the Following Action:

Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Approving a Zoning Ordinance Amendment to Pre-Zone Two Parcels within the West Rocklin Annexation Area (West Rocklin Annexation Area Pre-Zoning/PZ2024-0001).

FUTURE AGENDA ITEMS

ADJOURNMENT

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Minutes of the January 28, 2025 Regular Meeting of the City Council

Date: February 11, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the January 28, 2025 Regular Meeting of the City Council.

ATTACHMENTS:
1. Draft City Council Meeting Minutes of January 28, 2025

ROCKLIN CITY COUNCIL

City Council Regular Meeting
City Hall - Council Chambers
3970 Rocklin Rd. Rocklin, CA 95677
Website: www.rocklin.ca.us

January 28, 2025
Closed Session 5:30 p.m.
General Session 6:00 p.m.

MEETING MINUTES
-DRAFT-

CALL TO ORDER

Mayor Gayaldo called the meeting to order at 5:30 p.m.

ROLL CALL

Present: Councilmembers David Bass, Ken Broadway, Bill Halldin, Greg Janda
Mayor Jill Gayaldo
Absent: None

PUBLIC COMMENT ON CLOSED SESSION

There were none.

Members of the City Council left the Council Chambers and convened Closed Session at 5:30 p.m.

CLOSED SESSION

CS1. Pursuant to Government Code Section 54956.9(d)(2), Conference with Legal Counsel, Anticipated Litigation, Significant Exposure to Litigation One Potential Case. Facts and Circumstances: Written Statements, Dated On or About December 16, 2024 and January 16, 2025, Made By or On Behalf of Clover Valley Foundation Indicating an Intent to File Legal Action Against the City Concerning CEQA Environmental Review for Development of Clover Valley Area (Westridge Skyview Development Project).

CS2. Pursuant to Government Code section 54957.6, Conference with Labor Negotiators, Agency Representatives: City Manager Aly Zimmermann and Director of Administrative Services Tameka Usher; Employee Organizations: Rocklin Firefighter's Union Local 3847, Rocklin Police Officers' Association, and Rocklin Public Safety Managers.
CS3. Pursuant to Government Code Section 54957, Public Employee Performance Evaluation: City Attorney.

Members of the City Council returned to the Council Chambers at 6:09 p.m.

REPORT OUT OF CLOSED SESSION

There was no reportable action.

CALL GENERAL SESSION TO ORDER

General Session was called to order at 6:09 p.m.

PLEDGE OF ALLEGIANCE

Mayor Gayaldo led the pledge of allegiance.

ROLL CALL

Present: Councilmembers David Bass, Ken Broadway, Bill Halldin, Greg Janda Mayor Jill Gayaldo
Absent: None

AGENDA REVIEW

None.

CITIZENS ADDRESSING THE CITY COUNCIL

There were none.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Council Member Halldin reported attendance at the Roseville Area Chamber of Commerce's Installation Dinner and congratulated its new President Ann Bouchard.

Council Member Broadway reported attendance at the Placer County Transportation Planning Agency (PCTPA) meeting noting that since Measure B did not pass, the PCTPA was exploring solutions to fund infrastructure improvements.

Mayor Gayaldo reported attendance at the Sacramento Area Council of Governments (SACOG) meeting noting that she will be serving as Vice Chair this year; reported attendance at the City Selection Committee meeting; and shared a letter received from the Rocklin Historical Society on the use of the Old St. Mary's Chapel.

City Manager Zimmermann shared that new information was available on the City's website about Accessory Dwelling Units; noted that the City was accepting applications for unscheduled vacancies on the Board of Appeals and Investment Advisory Committee; added that the nomination period for the Ruhkala Community Service Awards was open through February 9, 2025; and invited the community to attend the Joint City Council and Planning Commission Zoning Ordinance Update Workshop on February 4, 2025.

CONSENT CALENDAR

C1. Minutes of the January 14, 2025 Regular Meeting of the City Council
Action: Approved the Minutes of the January, 2025 Regular Meeting of the City Council.

C2. Appointments to Various Subcommittees, Committees, and Work Groups
Action: Adopted Resolution 2025-019 of the City Council of the City of Rocklin Establishing Councilmember Appointments to Various Subcommittees, Committees, and Work Groups.

C3. Amendments to the Rocklin Municipal Code BARRO Zone and Citywide Zoning Map (Second Reading of Ordinance)
Action: Adopted Ordinance No. 1184 of the City Council of the City of Rocklin Amending Sections of Chapter 17.59 – Business Attraction, Retention, and Revitalization Overlay (BARRO) Zone and Amending the Citywide Zoning Map to Add Approximately Five Acres Into the BARRO Zone (BARRO Zone Modifications / ZOA2024-0003).

C4. Amendments to the Northwest Rocklin General Development Plan and Rezoning (Second Reading of Ordinance)
Action: Adopted Ordinance No. 1185 of the City Council of the City of Rocklin Amending the Northwest Rocklin General Plan and Rezoning 12.72 Acres from Planned Development Light Industrial and Open Space to Planned Development Residential 22 Units Per Acre Minimum (PD-22+).

C5. Rocklin Municipal Code Related to Procurement, Purchases, and Contracts (Second Reading of Ordinance)

Action: Adopted Ordinance No. 1186 of the City Council of the City of Rocklin Repealing and Re-Enacting Chapter 3.04 of the Rocklin Municipal Code Regarding Procurement, Purchases, and Contracts.

C6. Community Development Department Quarterly Report
Action: Received the Quarterly Building Report for the Quarter which ended December 31, 2024.

PUBLIC COMMENT

There were none.

Motion to approve Consent Calendar Item Nos. C1 through C6 by Council Member Broadway and seconded by Council Member Halldin. Passed by the following vote:

Ayes:	Councilmembers Bass, Broadway, Janda, Halldin Mayor Gayaldo
Noes:	None
Absent:	None
Abstain:	None

PRESENTATIONS

P1. Recognition of 2024 and 2025 Mayors

Council Member Broadway presented jackets to Council Member Janda recognizing him for his service as Rocklin Mayor 2024-25, and to Mayor Gayaldo for serving as Mayor for the current year.

DISCUSSION ITEM

D1. Donation Towards Placer Land Trust's Acquisition of Clover Valley - Agreement Deal Points
Action: Discussed and Determined Various Deal Points Associated with a Potential Donation by the City of Rocklin to the Placer Land Trust to Support Their Purchase of Approximately 402 acres in Clover Valley (Slopes and Valley), and Determine Whether to Direct Staff to Prepare a Use of Funds or Similar

City Manager Zimmermann presented the item to the City Council noting the item was a follow up to the discussion item from the January 14, 2025 City Council meeting at which the City Council requested staff to prepare information providing a framework for a potential donation of funds towards efforts to acquire the Clover Valley slopes and valley floor and reviewed the deal points for consideration in a future Use of Funds Agreement.

Council Member Broadway asked staff if the list of projects included in the Strategic Plan were unfunded; expressed concern about the 2027 State mandate requiring electrification of the City's fleet; inquired if there would be future associated costs to the City with the development of Clover Valley; asked if per the City's five-year budget projection, whether expenses would exceed expected revenue; whether all reserve funds were fully funded; and if there were any reservations about public access being granted.

City Manager Zimmermann responded indicating that Strategic Plan goals were primarily achieved using year-end fund balance for projects that were one-time in nature, noting the only project that was unfunded was implementation of the Drainage Infrastructure Master Plan; she confirmed that the fleet reserve was underfunded, adding that a comprehensive asset replacement and zero-emissions vehicle study would be conducted to determine future replacement costs; stated that if Clover Valley was developed, property tax revenue would increase and additionally noted that per the development agreement, the property owner would have to annex the open space into a Community Facilities District; stated that properties zoned housing cost more than those zoned for commercial development; noted that per the adopted budget, the five-year forecast indicated a deficit if there were no changes in revenue; stated that of the eight reserve funds, there was a shortfall in three reserve funds including pension liability, building and fleet replacement; and mentioned that the Placer Land Trust had identified a conservation easement allowing public access and recreation in the agreements with Placer County and City of Lincoln.

Mayor Gayaldo shared grants could be sought through the Air Pollution Control District to assist with fleet replacement in the future. City Manager Zimmermann added that the City would explore opportunities for funding sources and partnerships for fleet replacement and installation of infrastructure

City Manager Zimmermann confirmed for Vice Mayor Bass that, per the City Council-adopted Key Management Practices, 50% of year-end fund balance would be added to underfunded reserves.

Council Member Janda inquired about the funding status for the Rocklin Road Highway Interchange project and shortfalls for other projects; requested staff elaborate on the sales tax revenue report; and whether it had been defined who the owner of the property will be if Clover Valley is conserved.

City Manager Zimmermann responded that there were no construction funds for Rocklin Road Interchange project; that there are funding shortfalls for Phase I of the SWRA project including for the playground and major sewer repairs; she noted that the construction phase for the fourth fire station would be funded by a bond or loan program; she shared that per the Calendar Year 2024 third quarter analysis, sales tax revenues were projected to decrease during the next couple of years; mentioned that the fund balance resulted from accrued savings for vacant positions that had been

budgeted for; and stated that it was unknown if Jessup intended to be the property owner in perpetuity, underscoring that the conservation easement should be a requirement if there were changes with who the future property owner was.

Vice Mayor Bass requested that in order to better understand the timeline, the City Council should be provided with the purchase and sale agreement and foreclosure documents for review.

PUBLIC COMMENT

Mr. Jeff Darlington, Executive Director with Placer Land Trust, stated that his agency is requesting up to $4 million from the City of Rocklin to support the acquisition and permanent protection of 402 acres in the heart of Clover Valley, which was a joint venture between Jessup University and Placer Land Trust; noted that Jessup had a purchased the property and had a note to repay by the end of March; stated that the intent and reason for involvement of the land trust was to have a perpetual land conservation easement permanently prohibiting commercial and residential development; $11.64 million of the $16 million property value had been raised, with a funding gap of $4.36 million; stated that the major funders would have a seat at the table for the future of the property; clarified that the funding request is for the acquisition of the property and a conservation easement, and not to create a recreation project; conditions of the existing funding require that the public be able to access the property but noted this would not be immediate or unlimited, adding that recreation had to be designed and managed carefully using legal access; and donations were still being solicited from the community as well as from major funding entities.

Council Member Halldin asked about the City's role in the management plan.

Mr. Darlington indicated that the management of the property needs to be driven by the owner which was currently Jessup, adding that all major funders should have cooperative input on this including the City of Rocklin as it was located here; underscored that while the management plan could change due to conditions over time, however the conservation easement would remain.

Council Member Janda requested that the Placer Land Trust review the funding received to date. Mr. Darlington summarized who the major funders were; stated that while maintenance and improvements would be the responsibility of the landowner, the land trust would also seek grants funds for safe and amenable recreation; shared the land trust had permanently protected 21,000 acres and this land was typically purchased through grant funding.

Dr. John Jackson, Jessup University President, stated that he would share the purchase and sale agreement with the City; indicated that Jessup's involvement was to serve as an intermediary in conserving the 402 acres and it was not in their strategic priority to continue to own the property long-term; a management plan would be

needed for the development of the property; and underscored that Jessup supported having a healthy housing mix in the City.

Vice Mayor Bass stated that with the note being due soon and litigation looming, could foreclosure proceedings be stalled to iron out matters such as the management plan.

Dr. John Jackson stated that the ownership group had signed a formal notice of foreclosure and legal action could not be taken until 90 days from that point; if the City of Rocklin made a commitment, this would demonstrate that responsible government entities were involved with the process; shared that when Jessup started its conservation efforts in 2022, they were hopeful to raise a majority of funds from state and federal agencies within a year and this did not happen; the ownership group would move forward aggressively to fulfill its legal obligations; and indicated that Jessup had the ability to continue in the ownership role and help facilitate the management plan.

Mayor Gayaldo asked while Jessup was the landowner, if they were committed to public access. Dr. Jackson confirmed that it was committed and that they would work with other interested parties in ensuring this.

PUBLIC COMMENT

The following speakers addressed the City Council speaking about the history and significance of Clover Valley, the traffic impacts if developed, concerns about weather conditions and fire hazards of the area, and urged the City of Rocklin to make a donation supporting conservation efforts.

Mr. Drew Schultz
Sam Flacks
Ms. Ashley Freeman
Mr. Geoff Howard
Ms. Sadie Hampshire
Mr. Ken Thompson

Council Member Halldin stated there was a unique opportunity presented to the City to make a contribution for the preservation of the land, to receive public access and have a new amenity for the community; the partnership included multiple entities including public and private; agreed that the deal terms were fair; the City would have a role in approving, renewing, addressing any impacts through a management plan; and looked forward to moving forward with a contract.

Vice Mayor Bass expressed that in reviewing the resolutions passed by Placer County and City of Lincoln, he felt confident that the funds would be used to conserve the property in perpetuity with public access and a leave no trace type of recreation; shared that he and Council Member Halldin were working to canvass and get support to achieve the funding goal; indicated that Assemblymember Joe Patterson was aware and could provide assistance for RHNA requirements; while he supported making the

contribution, he agreed with the perspective raised by his fellow Councilmembers about use of public funds, looming unfunded mandates, and the City being fiscally conservative; state that while there were some residents who favored spending year-end fund balance to benefit other areas of the community, he felt that at present, supporting a donation was the right decision.

Council Member Broadway expressed that there were differences in between SWRA and Clover Valley, as the entire community had an opportunity to utilize the former; was concerned about the different types of access being discussed including direct, regular or limited access, and parking availability; based on information received from Jessup University and the Placer Land Trust, there was lack of clarity on ownership and the responsibility of costs related to mitigating fire risks, and what may happen if Jessup was no longer willing to take on maintenance costs; supported preserving open space by utilizing Oak Tree Mitigation Funds but could not support dedicating surplus funds for this purpose as it should be used for essential services such as public safety, infrastructure and economic stability; underscored that it was prudent to retain surplus funds and use this in the event of shortfalls rather than commit it for unplanned expenditures; favored exploring grants, partnerships, or private funding for open space preservation; found it troublesome that there was no direct commitment to public access; and was alarmed by the ownership issue.

Council Member Janda indicated while he supported preserving Clover Valley, expressed that the City was not in a position to put scarce funds towards this; did not think that the City should be put in a desperate position; indicated that nothing had happened in the last fifteen years with the entitlement of the property and only eleven months remained until this expired; expressed that if the City Council took no action, the property would still remain undeveloped and available for purchase; expressed that there was no interest by other entities to own the property as it came with responsibilities and there were costs to maintain, improve and allow access; felt that there was still time to finalize items such as ownership, maintenance, and minor improvements to allow access in a safe manner; and emphasized that with the use of year-end fund balance, typically all ideas and options are evaluated by the City Council and an informed decision is made on how to use the funds.

Mayor Gayaldo spoke about the purchase of the SWRA which was paid over a period of five years by the City; underscored the City would be adding $4 million to its General Fund reserve using year-end fund balance; underscored the unique opportunity presented to assist with the preservation of the slopes and valley floor; that there may be an opportunity to have a learning center; the open space would peaceful rather than include groomed trails; underscored the City's investments in public safety; appreciated Placer County and City of Lincoln for making contributions and thanked County Supervisor DeMattei for being present and his involvement; stated that with the City of Rocklin considering a donation, this would have a positive impact with other donors now paying attention; and supported the City making a $2 million donation.

Motion to pause and direct staff to review the purchase agreement; work with stakeholders to determine ownership and maintenance plans; and to bring back to the City Council comprehensive needs of the entire City to have a discussion on the use of year-end fund balance by Council Member Janda and seconded by Council Member Broadway. Failed by the following vote:

Ayes:	Council Member Broadway, Council Member Janda
Noes:	Mayor Gayaldo, Vice Mayor Bass, Council Member Halldin
Absent:	None
Abstain:	None

Motion to direct staff to prepare a contract consistent with the proposed deal points presented in the staff report for a meeting to be held on February 25, 2025; including the point on rezoning to accommodate make up units be changed to Jessup University; and with a donation amount of $2 million and seconded by Vice Mayor Bass.

Ayes:	Mayor Gayaldo, Vice Mayor Bass, Council Member Halldin
Noes:	Council Member Broadway, Council Member Janda
Absent:	None
Abstain:	None

FUTURE AGENDA ITEMS

There were none.

ADJOURNMENT

Mayor Gayaldo adjourned the meeting at 8:13 p.m. in honor of Gene Johnson's birthday.

This is to certify that the foregoing is a true and correct copy of the minutes of January 28, 2025 as approved by the Rocklin City Council.

_____

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Transportation Development Fund Claims

Date: February 11, 2025

Submitted By: Diane Ahn, Accounting Officer
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Submit Claims for Local Transportation and State Transit Assistance Funds.

Background:
The Transportation Development Act of 1971 was enacted to provide a stable source of funding for state transit needs. The Act is administered by the California Department of Transportation (Caltrans) through various designated county Regional Transportation Planning Agencies (RTPA) within the State. The Placer County Transportation Planning Agency (PCTPA) is the RTPA for Placer County. The Transportation Development Act provides two major funding sources for public transportation; Local Transportation Funds (LTF) and State Transit Assistance (STA). LTF funds are derived from ¼ cent of each retail sales tax dollar collected within Placer County's boundaries and then allocated based upon population. The STA funds are derived from a statewide excise tax on gasoline and sales tax on diesel fuel then allocated to transit operators and providers. PCTPA is also required to set aside a percentage of LTF before allocations for Bicycle and Pedestrian path uses. The City of Rocklin is eligible to receive funding from all LTF and STA revenue sources.

Each year PCTPA allocates the LTF and STA funding to agencies within its jurisdiction. The allocations for Fiscal Year (FY) 2024/25 are reflected in Attachment 3. The City submits annual claim forms to request the amount allocated to Rocklin and to describe the programs and projects that will benefit from the funds received, as indicated in the claims attached as Exhibit A to the Resolution (Attachment 2).

Staff has prepared the claim forms for FY 2024/25 and recommends the City Council authorize the City Manager to submit these claims to PCTPA for the Transportation Development Funds.

The total City transportation development funds claim is comprised of the following:
Local Transportation Fund (LTF) for:

• Street and Road Purposes	$4,980,590
• Transportation Planning	$ 27,360
• Transit Services	$ 33,637
Total LTF Claim	$5,041,587
Total State Transit Assistance (STA) Fund Claim	$ 637,455
Total Bicycle and Pedestrian Fund Claim	$ 90,248
Total Claim Amount:	$5,769,290

The funds received from the Bicycle and Pedestrian Fund Claim will be allocated to the Blue Oaks Pedestrian Crossing Project (Project No. 50177), replacing funding previously allocated from the SB 325 Sales Tax Fund (Fund 210). As a result, the Bicycle and Pedestrian Fund (Fund 212) will see an increase in both its revenue and expense budgets, while the FY 2024/25 expense budget for Fund 210 will be reduced by $90,248 to reflect this adjustment. These changes are detailed in the Budget Adjustment Summary (Attachment 4).

Fiscal Impact:

There is no direct impact on General Fund. The total FY 2024/25 claim amount is $5,769,290 for public transportation.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Claim Forms
3. FY 2024/25 Final Allocations
4. Budget Adjustment Summary

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AUTHORIZING THE CITY MANAGER TO SUBMIT CLAIMS FOR
LOCAL TRANSPORTATION AND STATE TRANSIT ASSISTANCE FUNDS

WHEREAS, the City of Rocklin desires to submit the annual transportation claims to the Placer County Transportation Planning Agency for funds available from the Transportation Development Act of 1971; and

WHEREAS, the California Public Utilities Code commencing with Section 99200 and the California Code of Regulations commencing with Section 6600 of Title 21, authorize local transportation funding available through the Local Transportation Fund and State Transit Assistance Fund established by the Transportation Development Act (collectively referred to generally as Funds); and

WHEREAS, the Placer County Transportation Planning Agency is responsible for reviewing and approving annual transportation claims, and for making allocations from the Local Transportation Fund and State Transit Assistance Funds; and

WHEREAS, the Placer County Transportation Planning Agency has made a finding that there be an apportionment of $5,041,587 of Local Transportation Funds for transit purposes as authorized by Article 4, commencing with Section 99260 of the California Public Utilities Code, and for streets and roads purposes authorized by Article 8, commencing with Section 99400; and

WHEREAS, the Placer County Transportation Planning Agency has made a finding that there be an apportionment of $637,455 of State Transit Assistance Funds for transit operations, as authorized by Section 99313 and Section 99314 of the California Public Utilities Code, Chapter 4, Article 6.5.

WHEREAS, the Placer County Transportation Planning Agency is responsible for reviewing and approving Bicycle and Pedestrian claims, and for making allocation from the Local Transportation Fund in the amount of $90,248. These funds can be used for including facilities for the exclusive use of bicycle and pedestrian purposes, as authorized by the California Public Utilities Code Section 99233.3 and by California Code of Regulations Title 21, Section 6655.2.

WHEREAS, staff recommends amending the FY 2024/25 budget to reflect adjustments identified during the preparation of the annual transportation claims to the Placer County Transportation Planning Agency.

NOW, THEREFORE, the City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin hereby authorizes the City Manager to sign, and submit on behalf of the City of Rocklin all documentation and forms reasonably necessary for the Fiscal Year 2024/25 transportation claims for Funds in substantially the form attached hereto as Exhibit "A," to the Placer County Transportation Planning Agency, for a total of $5,041,587 of Local Transportation Funds, $637,455 of State Transit Assistance funds, and $90,248 of Local Transportation Funds for bicycle and pedestrian purposes.

Section 2. All types of Funds referenced herein shall be used for the respective purposes indicated in the claims attached hereto as Exhibit "A" and as may otherwise be authorized by applicable rules, regulations, and law.

PASSED AND ADOPTED this 11th day of February, 2025, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

PLACER COUNTY TRANSPORTATION PLANNING AGENCY

TDA CLAIM FORMS

TRANSPORTATION DEVELOPMENT ACT (TDA) CLAIM FORMS MUST BE SUBMITTED TO PCTPA A MINIMUM OF THREE WEEKS PRIOR TO A PCTPA BOARD MEETING. FOR THE LATEST BOARD MEETING SCHEDULE, VISIT WWW.PCTPA.NET**.**

A completed claim package includes the following completed forms:

- TDA Compliance Checklist
- TDA Claim Worksheet (*Excel file*)
- STA Qualifying Criteria Worksheet (*Excel file*)
- Claim for Local Transportation Funds
- Claim for State Transit Assistance Funds
- Claim for State of Good Repair Program Funds
- TDA Annual Project and Financial Plan (*see attached sample*)

Certified copy of resolution from the claimant's governing board approving the claim and its submittal to PCTPA. **The resolution must include the amount claimed, the fiscal year for which funds are claimed, and the purpose for which the claim is made, identified by the article and section of the Act which authorizes such claims.** See attached sample resolution.

If claiming Article 8c funds, copy of signed contract with whom claimant is contracting for transit service.

Only ONE copy of the claim form and PCTPA Board of Directors resolution will be returned to the claimant following approval.

Audit Policy
To help ensure that TDA audits are completed in a timely manner and the requirements of the TDA are met, the following policy was adopted by the PCTPA Board on March 22, 2006:

> *After approval of the Final TDA Apportionment, claimants who submit TDA claims will receive only 50% of the total approved Local Transportation Fund (LTF) claim if a completed TDA audit has not been received by PCTPA at the time of the claim.*

The remaining 50% of approved LTF claim will be paid to the claimant upon receipt by PCTPA of the completed TDA audit. State Transit Assistance (STA) claims will be paid in full following approval of an STA claim, regardless of whether a completed TDA audit has been received.

ANNUAL VERIFICATION OF TDA COMPLIANCE TO ACCOMPANY LTF AND STA CLAIMS FOR TRANSIT / STREETS AND ROADS PURPOSES

PART I – ALL CLAIMANTS

1. Date annual TDA fiscal and compliance audit was approved by PCTPA Board:
   In Progress

2. Is the claimant's retirement system fully funded?
   ☐ YES
   ☒ NO

3. Is the claimant using the maximum Federal funds available for transit and/or streets/roads purposes?
   ☒ YES
   ☐ NO

PART II – TRANSIT CLAIMANTS

4. Date Transit Operator's Financial Transaction Report was submitted to State Controller's Office: Click or tap to enter a date. Attach copy of dated, signed cover sheet rom report.

5. Are public transit vehicles routinely staffed with one driver?

   ☐ YES
   ☐ NO (Explain) Click or tap here to enter text.

   N/A – Transit Service purchased through Contract

6. Has the proposed transit operating budget changed by more than 15% compared to the previous year?
   ☐ Yes (Explain) Click or tap here to enter text.
   ☐ NO
   N/A – Transit Service purchased through Contract

7. Did the transit operator meet its minimum farebox recovery requirement during the previous fiscal year? (requirement: 15% - Roseville; 12.94% - Placer County; 10% - Auburn)[1]

   ☐ YES
   ☐ NO (see below)

If the farebox recovery requirement was not met, then claimant must complete the following worksheet for the most recent fiscal year.

[1]Assembly Bill 90, 2019-20 [Reg. Session] temporarily prohibits the penalty for non-compliance with farebox recovery ratio requirement during FY 2019-20 and 2020-21. The claimant should still identify whether the requirement was met. AB 149 of 2021 extends the non-compliance relief through FY 2022/23, and AB 125 of 2023 further extended it through FY 2025/26.

Transit Operating Expenses:	enter text.	+	
Capital Purchases/Reserves:	enter text.	=	LTF spent in most
Subtotal:	enter text.	-	recent fiscal year
Federal Revenues:	enter text.	=	cannot exceed
STA Revenues:	enter text.	-	result below.
Total:	enter text.	* 0.5=	enter text.

8. Is there a prohibition on the employment of part-time drivers or on contracting with common carriers?

☐ YES

☒ NO (Explain) Click or tap here to enter text.

N/A – Transit Service purchased through Contract

9. Are STA funds being used for transit operating purposes this fiscal year?

☒ YES (see below)

☐ NO

If STA funds are being used for transit operating purposes, indicate which efficiency standard was met. In calculating the operating cost, operators may exclude costs that exceed prior year costs, as adjusted by the CPI. *Notes: (1) Use the STA Qualifying Criteria worksheet contained in the TDA Claim workbook to determine* eligible *exclusions. (2) These items may also be excluded when computing the farebox recovery ratio. (3) You may refer to operating cost figures from TDA fiscal audits for the* applicable *fiscal year.*

Efficiency Standard #1: ☐ Yes ☐ No[2]

Efficiency Standard #2: ☐ Yes ☐ No[2]

If neither efficiency standard was met, list the percentage of STA Funding limited to:
Capital Expenditures: Enter %% Operating Expenditures: Enter %.%

N/A – Transit Service purchased through Contract

10. Describe or attach current fare structure:

N/A – Transit Service purchased through Contract

11. Attach copy of latest CHP terminal inspection report.

N/A – Transit Service purchased through Contract

12. Each transit claimant must report on efforts to implement recommendations included in the FY 2018/19 through FY 2020/21 Triennial Performance Audit, which was completed in 2022 (attach additional pages as necessary).
    N/A – Transit Service purchased through Contract

[2]Assembly Bill 90, 2019-20 [Reg. Session] temporarily prohibits the penalty for non-compliance with required STA efficiency standards during FY 2019-20 and 2020-21. The claimant should still identify whether the standards was met. AB 149 of 2021 extends the non-compliance relief through FY 2022/23, and AB 125 of 2023 further extended it through FY 2025/26.

CLAIM FOR LOCAL TRANSPORTATION FUNDS

TO: PLACER COUNTY TRANSPORTATION PLANNING AGENCY
2260 DOUGLAS BLVD, SUITE 130; ROSEVILLE, CA 95661

FROM:

CLAIMANT: City of Rocklin
ADDRESS: 3970 Rocklin Rd
Rocklin, CA 95677

CONTACT PERSON: Daniel Choe, Deputy Director of Administrative Services
Phone:916-625-5024 Email:Daniel.Choe@rocklin.ca.us

The City of Rocklin hereby requests, in accordance with the State of California Public Utilities Code, commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for Local Transportation Funds be approved for Fiscal Year 2024/25, in the following amounts for the following purposes to be drawn from the Local Transportation Fund deposited with the Placer County Treasurer:

P.U.C. 99260a, Article 4, Transit Operations:	$
P.U.C. 99260a, Article 4, Transit Capital:	$
P.U.C. 99275, Article 4.5, Community Transit Services	$
P.U.C. 99400a, Article 8a, Local Streets and Roads	$4,980,320
P.U.C. 99402, Article 8a, Transportation Planning Process	$27,630
P.U.C. 99400c, Article 8c, Contracted Transit Services:	$33,637
P.U.C. 99400e, Article 8e, Capital for Contracted Services:	$
C.C.R. 6648, Capital Reserve:	$

When approved, this claim will be transmitted to the Placer County Auditor for payment. Approval of the claim and payment by the County Auditor to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan and budget. Claimant must submit a complete Fiscal and Compliance Audit for the prior fiscal year prior to issuance of instructions to the County Auditor to pay the claimant in full.

APPROVED:
PLACER COUNTY
TRANSPORTATION PLANNING AGENCY
BOARD OF DIRECTORS

APPLICANT:
City of Rocklin

BY: _____ (signature)
TITLE: _____
DATE: _____

BY: _____ (signature)
TITLE: _____
DATE: _____

CLAIM FOR STATE TRANSIT ASSISTANCE FUNDS

TO: PLACER COUNTY TRANSPORTATION PLANNING AGENCY
2260 DOUGLAS BLVD, SUITE 130; ROSEVILLE, CA 95661

FROM:

CLAIMANT: City of Rocklin
ADDRESS: 3970 Rocklin Rd
Rocklin, CA 95677

CONTACT PERSON: Daniel Choe, Deputy Director of Administrative Services
Phone:916-625-5024 Email:Daniel.Choe@rocklin.ca.us

The City of Rocklin hereby requests, in accordance with the State of California Public Utilities Code commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for State Transit Assistance be approved in the amount of $637,455 for Fiscal Year 2024/25 , in the following amounts for the following purposes to be drawn from the State Transit Assistance fund deposited with the Placer County Treasurer:

Transit Operations (6730a):	$
Transit Capital (6730a):	$
Contracted Transit Services (6731b):	$637,455
Community Transit Services Provided by WPCTSA (6731.1):	$

When approved, this claim will be transmitted to the Placer County Auditor for payment. Approval of the claim and payment by the County Auditor to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan and budget.

APPROVED:
PLACER COUNTY
TRANSPORTATION PLANNING AGENCY
BOARD OF DIRECTORS

APPLICANT:
City of Rocklin

BY: _____ (signature)
TITLE: _____
DATE: _____

BY: _____ (signature)
TITLE: _____
DATE: _____

TDA ANNUAL PROJECT AND FINANCIAL PLAN

This form will show the planned expenditures of all TDA funds claimed for the fiscal year in addition to any TDA funds carried over from previous years. Briefly describe all operational, capital and/or streets and roads projects which will be funded by TDA moneys. **Please show BOTH prior year TDA funds (if any) and current year TDA funds to be used**, provide the total cost of each project, and indicate all other sources of funding associated with each project. For capital projects, the projects listed, and their associated costs and funding sources should be consistent with the budget developed in the TDA Claim Worksheet completed for the submittal of this claim. The total project cost and total funding source(s) listed below should balance for each project. See attached sample plan for additional guidance.

Claimant: City of Rocklin

Fiscal Year: FY 2024/25

Brief Project Description	Project Cost	Source of Funding & Amount	
Purchase of Transit Contract Services FY 24/25	$758,702	Carryover 6/30/24 Fund Balance	$87,610
		STA FY 24/25	$637,455
		LTF Article 8c FY 24/25	$33,637
Total Transit	**$758,702**	**Total Transit**	**$758,702**
Streets and Road Capital Projects FY 24/25 (details in approved CIP)	$5,436,111	Carryover 6/30/24 Fund Balance	$5,336,412
		LTF FY 24/25	$5,007,950
Streets and Roads Maintenance FY 24/25	$2,280,369	Interest Earnings	$54,200
Streets and Roads Payroll & Admin FY 24/25	$778,100		
Transportation Planning FY 24/25	$27,360		
Early FY 25/26 Cap Projects & Payroll	$1,876,622		
Total Streets and Roads	**$10,398,562**	**Total Streets and Roads**	**$10,398,562**

CLAIM FOR BICYCLE AND PEDESTRIAN FUNDS

TO: PLACER COUNTY TRANSPORTATION PLANNING AGENCY
2260 DOUGLAS BLVD, SUITE 130; ROSEVILLE, CA 95661

FROM:

CLAIMANT: City of Rocklin
ADDRESS: 3970 Rocklin Rd
Rocklin, CA 95677

CONTACT PERSON: Daniel Choe, Deputy Director of Administrative Services
Phone:916-625-5024 Email:Daniel.Choe@rocklin.ca.us

The City of Rocklin hereby requests, in accordance with the State of California Public Utilities Code, AS AMENDED (Chapter 3, Section 99234), that this claim for Bicycle and Pedestrian funds in the amount of $90,248 be approved for Fiscal Year 2024/25 , to be drawn from the Bicycle and Pedestrian Trust Fund.

When approved, this claim will be transmitted to the Placer County Auditor for funds to be reserved. Jurisdictions will receive payment as reimbursement of funds expended in implementing bicycle and pedestrian projects. Approval of the claim and payment by the County Auditor to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan and budget.

APPROVED:
PLACER COUNTY
TRANSPORTATION PLANNING AGENCY
BOARD OF DIRECTORS

APPLICANT:
City of Rocklin

BY: _____ (signature)
TITLE: _____
DATE: _____

BY: _____ (signature)
TITLE: _____
DATE: _____

BICYCLE AND PEDESTRIAN PROJECT DESCRIPTION AND FINANCIAL PLAN

Briefly describe the project for which you are applying for Bicycle / Pedestrian Funds. Also, identify all funding sources related to the project. The total project cost and total funding source(s) listed below should balance for each project.

Include a location map for the project as appropriate.

Claimant: City of Rocklin

Fiscal Year: FY 2024/25

Brief Project Description	Project Cost	Source of Funding & Amount	
Blue Oaks Blvd. Pedestrian Signal	$376,248	LTF Ch 3 Section 99234 (2023/24) LTF Ch 3 Section 99234 (2024/25)	$286,000 $90,248

PLACER COUNTY TRANSPORTATION PLANNING AGENCY
TRANSPORTATION DEVELOPMENT ACT CLAIM WORKSHEET

FISCAL YEAR: 2024/25

CITY/COUNTY OF: City of Rocklin

Part 1 of 4

ESTIMATED PUBLIC TRANSIT REVENUES AND EXPENSES FOR FISCAL YEAR 2023/24

I. FY 2023/24 AVAILABLE RESOURCES

A. Carryover from prior fiscal year (Unexpended prior year transit cash receipts held in claimants treasury as of June 30, 2023. From TDA Financial Audit Report)	$	294,256.00
B. Interest Earnings through June 30, 2023.	$	-
C. Federal Grants & Reimbursements received in 2023/24:		
1. FTA Planning Assistance	$	-
2. FTA Operating Assistance	$	-
3. FTA Capital Assistance	$	-
4. Other (list)_____	$	-
D. State Grants (Source/Amount):	$	-
E. Local Cash Grants:		
1. LTF-Operations (PUC 99260a; Article 4)	$	-
2. LTF-Capital (PUC 99260a; Article 4)	$	-
3. LTF-Community Transit Services(PUC 99275; Article 4.5)	$	-
4. LTF-Contracted Transit Service (PUC 99400c; Article 8c)	$	-
5. LTF-Capital Reserve Contribution (CCR 6648)	$	-
6. LTF-Capital expenses for contracted transit services (PUC 99400e; Article 8e)	$	-
7. STAF-Operations (CCR 6730a)	$	-
8. STAF-Capital (CCR 6730b)	$	-
9. STAF-Community Transit Services (CCR 6730d; <CTSA>)	$	-
10. STAF-Contracted Service (CCR 6731b)	$	328,599.00
11. SGR-Capital (CCR 6730b)	$	-
12. Other (list) _____	$	-
F. Operating Revenues:		
1. Passenger Fares	$	-
2. Charters	$	-
3. Other (list) _____	$	-
G. Other Revenues	$	-
H. TOTAL FY 2023/24 AVAILABLE RESOURCES (A+B+C+D+E+F+G)	**$**	**622,855.00**

II. FY 2023/24 PROJECTED EXPENSES & USES

I. Personnel		
1. Administrative Salaries and Wages	$	-
2. Operating Salaries and Wages	$	-
3. Other Salaries and Wages	$	-
4. Fringe Benefits	$	-
J. Services and Supplies		
1. Professional Services	$	-
2. Maintenance Services	$	-
3. Other Services	$	-
4. Vehicle Materials & Supplies	$	-
5. Utilities	$	-
6. Insurance	$	-
7. Purchased Transit Services	$	535,245.00
8. Miscellaneous	$	-
9. Interest	$	-
10. Leases & Rentals	$	-
K. Capital Assets (Itemize)		
1.	$	-
2.	$	-
3.	$	-
4.	$	-
5.	$	-
L. Other Uses:		
Capital Outlay Reserve Contribution (CCR 6648)	$	-
M. TOTAL FY 2023/24 EXPENSES & USES (I+J+K+L)	**$**	**535,245.00**
N. Estimated Deferred Revenue as of June 30, 2024 (H-M)	$	87,610.00

Part 2 of 4

BUDGETED PUBLIC TRANSIT REVENUES & EXPENSES FOR FISCAL YEAR 2024/25

I. FY 2024/25 NON-TDA BUDGETED RESOURCES & DEFERRED REVENUE

A. Carryover from prior fiscal year (Unexpended prior year transit cash receipts held in claimants treasury as of June 30, 2024-- From Part 1, line N)	$	87,610.00
B. Interest earnings through June 30, 2024	$	-
C. Federal Grants & Reimbursements		
1. FTA Planning Assistance	$	-
2. FTA Operating Assistance	$	-
3. FTA Capital Assistance	$	-
4. Other (list) _____	$	-
D. State Grants (Source/Amount):		
1.	$	-
2.	$	-
E. Local Non-TDA Cash Grants:		
1.	$	-
2.	$	-
3.	$	-
F. Operating Revenues:		
1. Passenger Fares	$	-
2. Charters	$	-
3. Other (list) _____	$	-
G. Other Revenues		
1.	$	-
H. TOTAL FY 2024/25 CARRYOVER & NON-TDA BUDGETED RESOURCES (A+B+C+D+E+F+G)	**$**	**87,610.00**

I. TOTAL FY 2024/25 CARRYOVER & NON-TDA BUDGETED RESOURCES (From Line H)	**$**	**87,610.00**
II. FY 2024/25 PROJECTED EXPENSES & USES		

J. Personnel:		
1. Administrative Salaries and Wages	$	-
2. Operating Salaries and Wages	$	-
3. Other Salaries and Wages	$	-
4. Fringe Benefits	$	-
K. Services and Supplies:		
1. Professional Services		
2. Maintenance Services	$	-
3. Other Services	$	-
4. Vehicle Materials & Supplies	$	-
5. Utilities	$	-
6. Insurance	$	-
7. Purchased Transit Services	$	758,702.00
8. Miscellaneous	$	-
9. Interest	$	-
10. Leases & Rentals	$	-
L. Capital Assets (Itemize):		
1.	$	-
2.	$	-
3.	$	-
4.	$	-
5.	$	-
M. Other Uses:		
1. Capital Outlay Reserve Contribution.(CCR 6648)	$	-
2.	$	-
N. TOTAL FY 2024/25 EXPENSES & USES (J+K+L+M)	**$**	**758,702.00**
O. Unfunded Balance (I - N)	**$**	**(671,092.00)**

O.	**Unfunded Balance (I - N)**	**$ (671,092.00)**
III. FY 2024/25 TDA TRANSIT CLAIMS		

P. FY 2024/25 LTF TRANSIT CLAIMS:		
1. LTF-Operations (PUC 99260a; Article 4)	$	-
2. LTF-Capital (PUC 99260a; Article 4)	$	-
3. LTF-Community Transit Services (PUC 99275; Article 4.5)	$	-
4. LTF-Contracted Transit Service (PUC 99400c: Article 8c)	$	33,637.00
5. LTF-Capital Reserve Contribution (CCR 6648)	$	-
6. LTF-Capital for contracted transit service (PUC 99400e; Article 8e)	$	-
7. TOTAL LTF CLAIM (P1+P2+P3+P4+P5)	$	33,637.00
Q. FY 2024/25 STAF CLAIMS:		
1. STAF-Operations (CCR 6730a)	$	-
2. STAF-Capital (CCR 6730b)	$	-
3. STAF-Community Transit Services (CCR 6730d) / CTSA		
4. STAF-Contracted Service (CCR 6731b)	$	637,455.00
5. TOTAL STF CLAIM (Q1+Q2+Q3+Q4)	$	637,455.00
R. FY 2024/25 SGR CLAIMS:		
1. SGR-Capital (CCR 6730b)	$	-
2. TOTAL SGR CLAIM (R1)	$	-
S. TOTAL 2024/25 TRANSIT CLAIMS (P6 + Q5 + R2)	**$**	**671,092.00**

Part 3 of 4

ESTIMATED STREETS AND ROADS TDA EXPENDITURES FOR FISCAL YEAR 2023/24

I. FY 2023/24 AVAILABLE TDA STREET AND ROAD RESOURCES		
A. Carryover from prior fiscal year (Actual Unexpended Prior Year TDA Streets And Roads Cash Receipts Held in Claimant's Treasury as of June 30, 2023. From TDA Fiscal Audits)	$	6,374,331.17
B. FY 2023/24 TDA Cash Receipts from LTF trust fund for streets and roads purposes (PUC 99400a).	$	4,940,006.00
C. Interest Earned on claimant TDA streets and roads cash balances through June 30, 2024.	$	285,686.84
D. Total FY 2023/24 Available TDA Street and Road Resources. (A+B+C)	$	11,600,024.01
II. FY 2023/24 TDA STREET AND ROAD EXPENDITURES		
E. Administration and Engineering	$	821,653.00
F. Maintenance	$	2,565,062.19
G. Construction	$	2,876,896.64
H. Equipment	$	-
I. Other	$	-
J. TOTAL FY 2023/24 EXPENDITURES (E+F+G+H+I)	$	6,263,611.83
K. Estimated Carryover of TDA Street and Road Revenues at June 30, 2024 (D-J)	**$**	**5,336,412.18**

Part 4 of 4

STREETS AND ROADS TDA BUDGET FOR FISCAL YEAR 2024/25

I. FY 2024/25 AVAILABLE TDA STREET AND ROAD RESOURCES		
A. Carryover as of June 30, 2024 (From Part 3, Line K.)	**$**	**5,336,412.18**
B. 2024/25 TDA Funds Available For Streets And Roads		
1. FY 2024/25 LTF Total Apportionment (From PCTPA)	$	5,041,587.00
2. FY 2024/25 LTF Transit Claim (From Part 2, Line P6)	$	33,637.00
3. Balance of 2024/25 LTF Apportionment (B1-B2)	$	5,007,950.00
4. FY 2024/25 LTF Apportionment To be Claimed for Streets and Roads Purposes Pursuant to PUC 99400a. (Can Not Exceed Line B3)	$	5,007,950.00
C. FY 2023/24 Estimated Interest Earned on TDA Cash Balances through June 30, 2025.	$	54,200.00
D. Total Estimated FY 2024/25 Available TDA Resources. (A+B4+C)	$	10,398,562.18

II. FY 2024/25 ESTIMATED EXPENDITURES		
H. Administration and Engineering	$	778,100.00
I. Maintenance	$	2,280,368.75
J. Construction	$	5,436,111.00
K. Equipment	$	-
L. Transportation Planning Process (P.U.C. 99402)	$	27,630.00
M. Other	$	-
N. Total FY 2024/25 Estimated Expenditures (H+I+J+K+L+M)	$	8,522,209.75
O. Estimated Carryover as of June 31, 2025 (D-N)	**$**	**1,876,352.43**

PLACER COUNTY TRANSPORTATION PLANNING AGENCY (PCTPA)

FINAL FINDINGS OF APPORTIONMENT FOR FY 2024/2025

LOCAL TRANSPORTATION FUND (LTF)

September 2024

		FY 2023/2024 Estimated Fund Balance Subtotal [1]	FY 2024/2025 Revenue Subtotal	FY 2024/2025 Apportionment Total
PLACER COUNTY LTF REVENUE ESTIMATE		$933,882	$32,109,843	**$32,945,558**
TRPA Revenue Estimate [2]	2.44923904%		$770,305	$770,305
TRPA LTF Fund Balance		$110,085		$110,085
TRPA TOTAL			$770,305	$880,390
County Auditor Administrative Costs			$264	$264
BALANCE AVAILABLE FOR APPORTIONMENT BY TRPA				**$880,126**
PCTPA Revenue Estimate	97.55076096%		$31,339,538	$31,339,538
PCTPA LTF Fund Balance		$823,797		$725,630
PCTPA TOTAL			$31,339,538	**$32,065,168**
County Auditor Administrative Costs			$8,736	$8,736
PCTPA Administrative and Planning Costs [3]			$475,000	$475,000
Pedestrian and Bicycle Allocation [4]		$16,476	$617,116.04	$633,592
Community Transit Service Article 4.5 Allocation [5]		$36,329	$1,360,741	$1,397,070
BALANCE AVAILABLE FOR APPORTIONMENT BY PCTPA		$770,992	$28,877,945	**$29,550,770**

Apportionment of FY 2024/2025 PCTPA LTF Revenue Estimate by Jurisdiction					
Jurisdiction	**Population January 1, 2024**	**Percent (%)**	**FY 2024/2025 Allocation Subtotal**	**FY 2023/2024 Carryover Apportionment[6]**	**Revenue Apportionment**
PLACER COUNTY	101,964	25.30500819%	$7,282,725	$195,099	$7,477,825
AUBURN	13,218	3.28038914%	$944,089	$25,292	$969,380
COLFAX	1,988	0.49337370%	$141,992	$3,804	$145,796
LINCOLN	53,231	13.21065171%	$3,801,996	$101,853	$3,903,849
LOOMIS	6,601	1.63820916%	$471,473	$12,630	$484,103
ROCKLIN	71,609	17.77162853%	$5,114,635	$137,018	$5,251,653
ROSEVILLE	154,329	38.30073956%	$11,022,868	$295,295	$11,318,163
TOTAL	**402,940**	**100.00%**	**$28,779,778**	**$770,992**	**$29,550,770**

Apportionment of FY 2024/2025 PCTPA LTF Revenue Estimate Available to Claimant			
Jurisdiction	**Revenue Apportionment**	**Planning Contribution[7]**	**Available to Claimant[8]**
PLACER COUNTY	$7,477,825	($299,113)	$7,178,712
AUBURN	$969,380	($38,775)	$930,605
COLFAX	$145,796	($5,832)	$139,964
LINCOLN	$3,903,849	($156,154)	$3,747,695
LOOMIS	$484,103	($19,364)	$464,739
ROCKLIN	$5,251,653	($210,066)	$5,041,587
ROSEVILLE	$11,318,163	($452,727)	$10,865,437
TOTAL	**$29,550,770**	**($1,182,031)**	**$28,368,739**

NOTES:

1) FY 2023/24 LTF balance based on August 1, 2024 Final LTF Fund Estimate provided by the Placer County Auditor
   LTF balance has been adjusted for claims owed to jurisdictions and online sales tax adjustment per HDL to occur during FY 2024/25.
2) Tahoe Regional Planning Agency receives funds proportional to its population within Placer County (see box below).
3) Apportioned per Section 7.1 PCTPA Rules & Bylaws for FY 2022/23 Final Overall Work Program and Budget, May 25, 2022.
4) Pedestrian and Bicycle Allocation is 2% of the remaining apportionment, per PCTPA Board direction.
5) Community Transit Service Article 4.5 allocation is up to 5% of the remaining apportionment, per PCTPA Board direction.
   FY 2024/25 Article 4.5 allocation is set at 4.5%.
6) FY 2023/24 carryover apportionment (see next page) uses May 2024 DOF population estimates.
7) PCTPA receives 4% of apportionment for regional planning purposes and implementation of federal planning requirements.
8) Assumes 0% growth in revenue over FY 2024/25 per LAO sales tax projections.

January 1, 2024 DOF Population Estimates[1]		
TRPA Population[2]	9,904	2.39896910%
PCTPA Population	402,940	97.60103090%
TOTAL	412,844	100.00000000%

Sources:

1. Table E-1: City/County Population Estimates January 1, 2023 to January 1, 2024, DOF, released May 2, 2024.
2. Western Slope and Tahoe Basin for Placer County as of January 1, 2024, DOF, June 28, 2024.

Printed:8/29/2024

Calculation of FY 2024/2025 PCTPA LTF Carryover

Using 2024 Population - Western Slope

Amount of FY 2023/2024 Carryover: **$770,992**

POPULATION				
JURISDICTION	**January 1, 2024[(1)]**	**PERCENT**	**FY 2024/2025 CARRYOVER ALLOCATION**	**TOTAL CARRYOVER ALLOCATION**
PLACER COUNTY	101,964	25.31%	$195,099	$195,099
AUBURN	13,218	3.28%	$25,292	$25,292
COLFAX	1,988	0.49%	$3,804	$3,804
LINCOLN	53,231	13.21%	$101,853	$101,853
LOOMIS	6,601	1.64%	$12,630	$12,630
ROCKLIN	71,609	17.77%	$137,018	$137,018
ROSEVILLE	154,329	38.30%	$295,295	$295,295
TOTAL	**402,940**	**100.00%**	**$770,992**	**$770,992**

Sources:

1. Table E-1: City/County Population Estimates January 1, 2023 to January 1, 2024, DOF, May 2, 2024.

2. FY 2023/24 LTF balance based on August 1, 2024 Final LTF Fund Estimate provided by the Placer County Auditor (adjusted for anticipated online sales tax adjustments).

PLACER COUNTY TRANSPORTATION PLANNING AGENCY
FY 2024/25 STATE TRANSIT ASSISTANCE (STA) FUND FINAL ALLOCATION ESTIMATE
(EXCLUDING TAHOE BASIN)
September 2024

PUC 99313 Allocation	$3,755,942
PUC 99314 Allocation	$534,814
Total STA Allocation[(1)]	$4,290,756
Less 4.5 Percent Allocation of PUC 99313 to WPCTSA[(2)]	$169,017
Total STA Allocation Available to Jurisdictions	$4,121,739

FY 2024/2025 Jurisdiction PUC Section 99313 STA Fund Allocation

Jurisdiction	January 2024 Population[(3)]	PUC 99313 Population Percentage	PUC 99313 Population Allocation
Placer County	101,964	25.31%	$907,672
Auburn	13,218	3.28%	$117,665
Colfax	1,988	0.49%	$17,697
Lincoln	53,231	13.21%	$473,856
Loomis	6,601	1.64%	$58,761
Rocklin	71,609	17.77%	$637,455
Roseville	154,329	38.30%	$1,373,819
TOTAL	402,940	100.00%	$3,586,925

Notes: (1) 2024/2025 State Transit Assistance Allocation Final Estimate, California State Controller Division of Accounting and Reporting, August 1, 2024.
(2) 4.5% of unencumbered PUC 99313 Allocation is allocated to WPCTSA.
(3) Table E-1: City/County Population Estimates January 1, 2023 to January 1, 2024, DOF, released May 2, 2024.
PUC = Public Utilities Code

FY 2023/2024 Jurisdiction PUC 99314 STA Fund Allocation

Jurisdiction	PUC 99314 Fare Revenue Basis[(4)]	PUC 99314 Fare Revenue Percentage	PUC 99314 Fare Revenue Allocation	PUC Section 99313 + 99314 Total Jurisdiction Allocation
Placer County	$5,410,141	81.9%	$437,879	$1,345,551
Auburn	$21,830	0.3%	$1,767	$119,432
Colfax	$0	0.0%	$0	$17,697
Lincoln	$0	0.0%	$0	$473,856
Loomis	$0	0.0%	$0	$58,761
Rocklin	$0	0.0%	$0	$637,455
Roseville	$1,175,827	17.8%	$95,168	$1,468,986
TOTAL	$6,607,798	100.0%	$534,814	$4,121,739

Notes: (4) 2024/2025 State Transit Assistance Allocation Preliminary Estimate, California State Controller Division of Accounting and Reporting, February 1, 2024.

PLACER COUNTY TRANSPORTATION PLANNING AGENCY
FY 2024/2025 STATE OF GOOD REPAIR (SGR) FINAL ALLOCATION ESTIMATE
(EXCLUDING TAHOE BASIN)
September 2024

PUC 99313 Allocation	$561,914
PUC 99314.8 Allocation	$80,012
Total SGR Allocation[(1)]	$641,926
Less Percent Allocation of PUC 99313 to WPCTSA (5% max)	$0
Total SGR Allocation Available to Jurisdictions	$641,926

FY 2024/2025 Jurisdiction PUC Section 99313 SGR Fund Allocation

Jurisdiction	January 2024 Population[(2)]	PUC 99313 Population Percentage	PUC 99313 Population Allocation	Reallocation to Transit Operator[(3)]	PUC 99313 Total Allocation
Placer County	101,964	25.31%	$142,192	$186,071	$328,264
Auburn	13,218	3.28%	$18,433	$0	$18,433
Colfax	1,988	0.49%	$2,772	($2,772)	$0
Lincoln	53,231	13.21%	$74,233	($74,233)	$0
Loomis	6,601	1.64%	$9,205	($9,205)	$0
Rocklin	71,609	17.77%	$99,861	($99,861)	$0
Roseville	154,329	38.30%	$215,217	$0	$215,217
TOTAL	402,940	100.00%	$561,914	($0)	$561,914

Notes: (1) FY 2024/2025 State of Good Repair Final Allocation Estimate, California State Controller Division of Accounting and Reporting, February 1, 2024
(2) Table E-1: City/County Population Estimates January 1, 2023 to January 1, 2024, DOF, released May 2, 2024.
(3) Placer County Transit will apply the equivalent SGR PUC 99313 shares from the Cities of Colfax, Lincoln, Rocklin, and the Town of Loomis to preventive maintenance.

FY 2024/2025 Jurisdiction PUC Section 99314 SGR Fund Allocation

Jurisdiction	PUC 99314 Fare Revenue Basis[(4)]	PUC 99314 Fare Revenue Percentage	PUC 99314 Fare Revenue Allocation	Total Jurisdiction Allocation
Placer County	$5,410,141	81.9%	$65,510	**$393,774**
Auburn	$21,830	0.3%	$264	**$18,697**
Colfax	$0	0.0%	$0	**$0**
Lincoln	$0	0.0%	$0	**$0**
Loomis	$0	0.0%	$0	**$0**
Rocklin	$0	0.0%	$0	**$0**
Roseville	$1,175,827	17.8%	$14,238	**$229,455**
TOTAL	$6,607,798	100.0%	$80,012	**$641,926**

Notes: (4) FY 2024/2025 State of Good Repair Final Allocation Estimate, California State Controller Division of Accounting and Reporting, August 1, 2024.

FY 2024/2025 SGR Project Summary

Jurisdiction	Project Title	FY 2024/25 Allocation Amount
Placer County	Maintenance and Replacement of 35' Bus	**$393,774**
Auburn	Ford E-Transit Van Purchase	**$18,697**
Roseville	Bus Stop Improvement and Replacement Program	**$229,455**
	FY 2024/25 Total	**$641,926**

Change in Fund Balance		
Fund Name (No.)	**Net Change**	**Description**
Bicycle and Pedestrian Fund Revenue (Fund 212)	-	No change
Sales Tax SB325 Expense (Fund 210)	90,248	Increase fund balance with the reduction of Blue Oaks Pedestrian Crossing (50177) project

Budget Adjustments				
Fund Name (No.)	**Project Name (No.)**	**Revenue/ Reimbursement Adjustments**	**Expenditure Adjustments**	**Description**
Sales Tax SB325 Fund (210)	Blue Oaks Pedestrian Crossing (50177)	-	(90,248)	Decrease SB325 Fund (210) expenditure budget in project 50177.
Bicycle and Pedestrian Fund (212)	Blue Oaks Pedestrian Crossing (50177)	90,248	90,248	Increase Bicycle and Pedestrian Fund (212) revenue and expenditure budget in project 50177.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Amendment to Consultant Services Agreement with Data Ticket, Inc.

Date: February 11, 2025

Submitted By: Luke Sincerny, Captain
Rustin Banks, Chief of Police

Department: Police

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Amendment No. 1 to the Consultant Services Agreement with Data Ticket, Inc.

Background:
On August 25, 2015, the City Council approved Resolution No. 2015-224 to enter into a Consultant Services Agreement with Data Ticket, Inc. to provide services in the form of fee collection following issuance of certain citations (administrative citations, parking citations). Data Ticket, Inc. is now requesting an amendment to the agreement to address security and permissible use provisions.

Fiscal Impact:
There is no fiscal impact associated with the staff recommendation.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Amendment No. 1
3. Consultant Services Agreement

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE CONSULTANT SERVICES AGREEMENT WITH DATA TICKET, INC.

WHEREAS, on August 25, 2015, the City Council of the City of Rocklin approved Resolution No. 2015-224 to enter into a Consultant Services Agreement with Data Ticket, Inc., to provide services for the processing of bails, fines and forfeiture thereof in connection with: (1) the issuance of administrative citations pursuant to City Municipal Code, (2) other debts as specified by the City, and (3) the issuance of parking citations pursuant to the laws of the State of California (hereafter "Agreement"); and

WHEREAS, the Contractor desires to update the Agreement to require the City's compliance with additional security and permissible use provisions to keep the information obtained and shared under the Agreement secure; and

WHEREAS, all other provisions of the Agreement shall remain in effect and unchanged.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rocklin as follows:

Section 1. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute Amendment No. 1 to the Consultant Services Agreement with Data Ticket, Inc. in the form attached hereto as "Exhibit A".

PASSED AND ADOPTED this 11th day of February, 2025, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A

AMENDMENT NO. 1
TO CONSULTANT SERVICES AGREEMENT BETWEEN
THE CITY OF ROCKLIN AND DATA TICKET, INC.

This Amendment is entered into on January 28, 2025, by and between the City of Rocklin, a municipal corporation ("City") and Data Ticket, Inc. ("Contractor"), who agree as follows:

RECITALS

WHEREAS, the City and Contractor entered into a Consultant Services Agreement dated August 25, 2015, approved by the City Council by Resolution No. 2015-224, for Contractor to provide to City the processing of bails, fines and forfeiture thereof in connection with: (1) the issuance of administrative citations pursuant to City Municipal Code, (2) other debts as specified by the City, and (3) the issuance of parking citations pursuant to the laws of the State of California (hereafter "Agreement"); and

WHEREAS, the Contractor desires to update the Agreement to require the City's compliance with additional security and permissible use provisions to keep the information obtained and shared under the Agreement secure.

AGREEMENT

NOW, therefore, the City and Contractor hereby agree to amend the Agreement as follows:

Section 1. Exhibit D entitled "Security and Permissible Use Provisions," shall be added to the Agreement to read as follows:

1. Security Provisions: CITY agrees to follow all defined security requirements including but not limited to:

   A) All CITY employees who are provided access to services provided by CONTRACTOR must complete a background check and must complete annual security awareness trainings.

   B) All CITY employees must sign security agreement documents subject to the source state or government agency where the vehicle registered owner information is being obtained.

   C) CITY must inform CONTRACTOR within 24 hours of a CITY employee with access to CONTRACTOR services leaving their role.

   D) CITY must inform CONTRACTOR of any breach of information within 24 hours, so the appropriate government agencies can be notified of the breach.

E) CITY understands and agrees that security requirements may change and be updated to reflect the most current security requirements of the government agencies CONTRACTOR works with to obtain registered vehicle information.

F) CITY understands that evidence of the security requirements may be requested to comply with CONTRACTOR audit requirements of the governmental agencies CONTRACTOR works with.

G) CITY understands and agrees that access to confidential registered owner information may be immediately restricted or terminated if any of the mandatory provisions above are found to be violated or abused.

2. Permissible Use Provisions: CITY agrees to follow all defined permissible use requirements including but not limited to:

A) All CITY employees who are provided access to services provided by CONTRACTOR must receive annual training on permissible use of state agency information.

B) All CITY employees must sign permissible use agreement documents subject to the source state or government agency where the vehicle registered owner information is being obtained.

C) All CITY employees will be instructed of the confidentiality of information obtained from a government agency and the proper use of that information based on job responsibility, which must not involve immigration purposes.

D) CITY must inform CONTRACTOR within 24 hours if data has been misused in such a manner that might constitute data misuse or a data breach.

E) CITY must inform CONTRACTOR of any breach of information within 24 hours, so the appropriate government agencies can be notified of the breach.

F) CITY understands and agrees that permissible use requirements may change and be updated to reflect the most current permissible use requirements of the government agencies CONTRACTOR works with to obtain vehicle registered information.

G) CITY understands that evidence of the permissible use requirements may be requested to comply with CONTRACTOR audit requirements of the governmental agencies CONTRACTOR works with.

H) CITY understands that tracking of activity will occur for annual reviews to be conducted by CONTRACTOR to ensure the confidentiality and privacy required for government agency provided information.

I) CITY understands and agrees that access to confidential registered owner information may be immediately restricted or terminated if any of the mandatory provisions above are found to be violated or abused.

J) CITY understands that all information obtained through government agencies is considered subject to the Drivers Privacy Act (DPPA) and agrees that no disclosures of information will be made that would constitute a violation of this act.

Section 2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.
Executed as of the date first written above.

CONTRACTOR

By: _____
Brook Westcott, COO

CITY

By: _____
Aly Zimmermann, City Manager

APPROVED AS TO FORM:

By: _____
Crystal Hodgson
Assistant City Attorney

ATTEST:

By: _____
Avinta Singh, City Clerk

RESOLUTION 2015-224

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING THE
CITY MANAGER TO EXECUTE A CONSULTANT SERVICES AGREEMENT
WITH DATA TICKET, INC. FOR PROCESSING OF ADMINISTRATIVE AND PARKING CITATIONS
AND RESCINDING RESOLUTION 93-185

The City Council of the City of Rocklin does resolve as follows:

WHEREAS, the City of Rocklin Municipal Code 1.14.100 stipulates that the city may collect any past due administration citation fine(s) and late payment charge(s) by use of all available legal means;

WHEREAS, the current parking citation processing contract with Judicial Data Systems, Inc. does not provide updated administrative reporting features or advanced fine collection methods;

WHEREAS, current uncollected delinquent fines and fees generated by municipal code violations exceed forty-thousand dollars, and are often assigned to repeat violators;

WHEREAS, the City of Rocklin desires equitable application of code enforcement and compliance measures to ensure continued health, safety, and quality of life;

NOW, THEREFORE, be it resolved by the City Council of the City of Rocklin as follows:

Section 1: The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute a Consultant Services Agreement, in the forms attached hereto as Exhibit 1, Exhibit A, Exhibit B, and Exhibit C, and by these references incorporated herein.

Section 2: Resolution No. 93-185 is hereby rescinded.

PASSED AND ADOPTED this 25th day of August, 2015, by the following vote:

AYES:	Councilmembers:	Butler, Ruslin, Yuill, Janda
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Magnuson
ABSTAIN:	Councilmembers:	None

Gregory Janda, Vice Mayor

ATTEST:

Barbara Ivanusich, City Clerk

EXHIBIT 1

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Rocklin, California, as of August 25, 2015, by and between the City of Rocklin, a municipal corporation ("City"), and Data Ticket Inc., a California corporation ("Consultant"), who agree as follows:

1. **Services**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.

2. **Payment**. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to City in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Consultant uses for billing clients similar to City.

3. **Facilities, Equipment and Other Materials, and Obligations of City**. Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. City shall furnish Consultant only those facilities, equipment, and other materials, and shall perform those obligations according to the terms and conditions set forth in Exhibit A.

4. **General Provisions**. The general provisions set forth in Exhibit C are part of this Agreement. Any inconsistency between said general provision and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

5. **Exhibits**. All exhibits referred to herein are attached hereto and by this reference incorporated herein.

6. **Time for Performance**. Time is of the essence, and, subject to provisions of paragraph 3 of Exhibit C, failure of Consultant to perform any services

within the time limits set forth in Exhibit A shall constitute material breach of this contract.

Executed as of the day first above stated:

CITY OF ROCKLIN
A Municipal Corporation

By: _____
Ricky A. Horst
City Manager

CONSULTANT

By: _____

APPROVED AS TO FORM:

_____
Russell A. Hildebrand
City Attorney

ATTEST:

_____
Barbara Ivanusich
City Clerk

EXHIBIT A

SCOPE OF SERVICES

These services are provided by Data Ticket Inc. (hereinafter "COMPANY" or "Consultant"). The services are provided for the City of Rocklin (hereinafter "AGENCY" or "City").

Data Ticket, Inc. will provide to City the processing of bails, fines and forfeiture thereof in connection with: (1) the issuance of administrative citations pursuant to City Municipal Code, (2) other debts as specified by the City, and (3) the issuance of parking citations pursuant to the laws of the State of California.

ARTICLE I – CITATION PROCESSING

1.1 Referral and Reconciliation: COMPANY shall receive and process citations from AGENCY. COMPANY will provide a reconciliation of the number of citations received from AGENCY.

1.2 Determination of Processable Citations: COMPANY shall screen each citation referred to it by the AGENCY to determine if the citation is processable. If the citation is determined by COMPANY to be unprocessable (e.g., essential processing information is missing), COMPANY shall return the citation to AGENCY for clarification. COMPANY will be paid the contractual rate hereinafter provided in Exhibit B, for citations properly returned to the AGENCY as unprocessable.

1.3 Collection and deposit of funds: A direct deposit system shall be employed for all funds received for payment of citations. The COMPANY shall deposit all funds received into a jointly held bank account held jointly between the AGENCY and COMPANY. Deposits shall be made directly into the account by the COMPANY for the collecting AGENCY, with the exception of credit card payments made using VISA, MasterCard and Discover cards belonging to the COMPANY. Credit card payments will be directly deposited into an account held by the COMPANY. Credit card payments are reconciled and remitted by COMPANY on a monthly basis to the AGENCY, but tracked by COMPANY on the citation management software on a daily basis. Citations paid by credit card are marked "paid" real-time immediately upon authorization, thus affording the citizen the opportunity to make payment at any time and have the payment recognized immediately.

1.4 PAYMENT: If the COMPANY deposits into an AGENCY account, the COMPANY will invoice the AGENCY monthly for services rendered pursuant to this Agreement. Payment in full shall be due within thirty (30) days after which interest shall be accrued at the rate of 10% (or lower if any statutes, rules or regulations prohibit this rate). If the COMPANY deposits into an account held jointly between the AGENCY and COMPANY, the COMPANY shall reconcile the account the month following the banking activity, and within thirty-days of the end of each month, disperse all revenue due the AGENCY, the COMPANY, any tax liability and all refunds

from the prior calendar month and send all supporting documentation to the AGENCY for its reconciliation and records.

1.5 Identification of Registered Vehicle Owners: For each vehicle for which a parking citation is issued, COMPANY shall exert best efforts to obtain the name and address of the registered vehicle owner from the California State Department of Motor Vehicles (DMV) and if applicable other state Department of Motor Vehicles nationwide. COMPANY shall follow all procedures specified by the DMV, and be consistent with the California Vehicle Code and other state Department of Motor Vehicles nationwide, when identifying registered vehicle owners.

1.6 Verification of Ownership: COMPANY shall take reasonable measures to identify and verify registered vehicle owners. Such measures will take into consideration factors such as issuance of new license plates; address changes; license plate transfers to other vehicles; name changes; and the validity of plates and registration during specific time periods applicable to individual cases.

1.7 Delinquency Notices for Administrative Citations: In accordance with AGENCY ordinance, delinquency notices for administrative citations will be sent to individuals who are not in compliance and have not paid the fines in full within thirty days from the date of the administrative citation. These notices will indicate future actions to be taken in order to collect the fines owed AGENCY.

1.8 Franchise Tax Board Interface: The Franchise Tax Board Interagency Intercept Program will be used as a collection step in the process for fines which are past due. Prior to providing notice to the Franchise Tax Board the statutory notice will be prepared by COMPANY merging all debts owed by an individual to the AGENCY and sent to the individual showing the total amount due the AGENCY for Administrative and/or Parking Citations and demanding payment in compliance with State law. If payment is not received in full, within thirty-days following such notice, social security numbers will be attached to each debt and the debt will be placed with the Franchise Tax Board for collections.

1.9 Delinquency Notices for Parking Citations: In accordance with State law COMPANY will generate and mail (presorted, first-class postage) delinquency notices to all identified registered owners of vehicles who fail to pay their parking citation fines or to post bail in the required manner. The mailed notice will include all information required by the California Vehicle Code, including, but not limited to, the following:

A. The parking citation issuance date and number;

B. The consequences of nonpayment (i.e., a hold on the vehicle registration and the imposition of penalties, towing, or issuance of a possible warrant for their arrest;

C. The amount of fines and fees due and payable;

D. Affidavit of Non-Liability.

1.10 Schedule of Delinquency Notices, Courtesy Notices and Franchise Tax Board Notices.

A. Parking Citations
   1. Courtesy notice sent on the 22nd day from issuance
   2. 1st Delinquent notice sent on the 91st day from issuance
   3. 2nd Delinquent notice sent on 121st day from issuance
   4. 3rd Delinquent notice sent on the 151st day from issuance
   5. Franchise Tax Board required notice sent at 10th months from issuance (CA Only)

   If fines go unpaid, a hold will be placed with the California Department of Motor Vehicles on California license plates on the 63rd day from issuance. Franchise Tax Board holds will be placed within 45 days of the Franchise Tax Board Notice.

B. Administrative Citations
   1. 1st Delinquent notice with a 10% late penalty sent on the 31st day from issuance
   2. 2nd Delinquent notice sent on the 61st day from issuance
   3. Franchise Tax Board required notice sent at the 91st day from issuance

   Franchise Tax Board holds will be placed within 45 days of the Franchise Tax Board Notice.

1.11 Registration Holds: COMPANY will provide the system and procedures and will interface with the California State Department of Motor Vehicles to place a hold on vehicle registrations having unpaid parking fines and fees due against those vehicles in accordance with the California Vehicle Code and any other applicable State and local laws. The notification will be given within a reasonable period of time after issuance of a delinquency notice. The period of time will not exceed the time limits provided by state and local law.

1.12 Removal of Registration Holds: COMPANY will provide the system and procedures and will interface with the California State Department of Motor Vehicles to remove registration holds when a registered vehicle owner satisfies the entire amount of parking citation fines, penalties, and fees due against the vehicle and establishes such payment to the satisfaction of COMPANY.

1.13 Contested Citations: In the event a vehicle registered owner disputes the liability for the outstanding parking citation, COMPANY will advise the registered vehicle owner of his/her right to request an administrative review/hearing/court appearance. All contested citations will be forwarded to the reviewing agency, hearing administrator or Court within the prescribed time period so that the matter can be adjudicated. (California Vehicle Code 40200.7 & 40215 or Municipal Code).

1.14 Administrative Review and Hearing: COMPANY may schedule administrative reviews/hearings to respond to individuals wishing to contest their citations and offer the option to perform and administer those reviews and hearings. COMPANY will conduct first level of review on all citations. The COMPANY will provide a web site for appeal and toll-free

numbers for contestants, correspond with contestants and notify them of decisions; maintain records of dispositions and appeal paperwork and refer all paperwork to Court as required. Any "in person" hearings, appeals or reviews will be conducted by AGENCY. The COMPANY shall not be responsible for the AGENCY'S failure to provide correct or timely infraction information. The AGENCY shall be responsible to pay the $25.00 court-filing fee if the review and administrative hearing decisions are overturned by the court.

1.15 Citations Disposed of by Hearing/Court: COMPANY may be required, as a result of court action, to reduce or cancel, on an individual basis, citations which have been referred to it. COMPANY shall be paid the contractual rate hereinafter provided for processing the citation regardless of the outcome of court action. COMPANY will maintain records indicating any reduction or cancellation of parking citations as a result of review/hearing/court action. Citations that are dismissed as a result of review/hearing/court decision will have the dismissal processed by the COMPANY promptly after receipt from the review/hearing/court.

1.16 Suspension of Processing: COMPANY will suspend processing on any citation referred to it for processing upon written notice to do so by an authorized officer of the AGENCY. COMPANY will promptly return any citation or facsimile properly requested by the AGENCY. COMPANY will maintain records indicating any suspension of citation as a result of AGENCY'S request. COMPANY shall be paid the contractual rate for services provided for processing the citations suspended by the AGENCY.

1.17 Payments by U.S. Mail: It is the citation recipient's responsibility to ensure that payments are received on or before the date due. The date received by the COMPANY will be the criteria to establish any delinquent fees due.

1.18 Administrative Citation Fines and Late Fees: Late payment charges, for violations of city ordinances for which an administrative citation is issued, will be assessed pursuant to the Rocklin Municipal Code Administrative Citation ordinance §1.14.030.

1.19 Citation System Master File Update: COMPANY will regularly update the citation master file for new citations, payments, reductions, cancellations, dismissals and any other pertinent data.

ARTICLE II - PAYMENT PROCESSING

2.1 Disposition Processing: COMPANY will maintain all citation dispositions for a minimum of two (2) years. Closed citations will remain on-line for a minimum of two (2) years for research and statistical purposes.

2.2 Payments Processing: COMPANY shall process citation payments on a regular basis. Payments shall be immediately posted in one (1) of three (3) following categories:

"Regular Payments" are citations with the correct amount due, paid on or before the due date. This includes payments properly complying with the first Courtesy Notice.

"Partial Payments" are citations paid after the due date or those where payment is less than the total amount of due.

"Appeal Requests" including payment are all requests for administrative/court hearings. These requests are sorted so that the payment submitted is immediately posted, an appeal hold is placed on the citation and if needed the original citations and backup documents are retrieved for the appeal to be heard.

2.3 Miscellaneous Letter Processing: COMPANY will receive and review all miscellaneous correspondence. These are generally letters requesting meter checks, refunds, voids, or otherwise setting forth complaints. These letters will be researched by COMPANY and may be forwarded to the AGENCY for proper follow-up.

2.4 Batching Procedures: COMPANY shall maintain effective procedures of internal control. Such procedures shall involve reconciliation of all payments received using generally accepted accounting principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. The batch of citation payment documentation shall then be stored in a file room, for a period of at least two (2) years.

2.5 Cash Payments: COMPANY shall maintain an effective method of handling cash payments. All cash received through the mail, shall be logged in a cash journal. Thereafter, effective internal control procedures shall be implemented to reconcile such payments using generally accepted accounting principles.

2.6 Deposits: All deposits shall be made daily, subject to regular banking hours. Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in duplicate, allowing one (1) copy for the bank, one (1) copy for the COMPANY. If the bank account is held jointly, COMPANY shall perform all reconciliation, refunds and cut all checks. This information shall be available for AGENCY review. Deposits shall be directly deposited into the AGENCY'S designated bank account, either jointly held with the COMPANY or individually held by the AGENCY. If the AGENCY holds the account individually, it will supply deposit slips and an endorsement stamp to COMPANY. In this case, COMPANY shall only have the capability to make deposits on behalf of the AGENCY.

2.7 Revenue Report: A monthly revenue report will be prepared by COMPANY and provided to AGENCY which shall list all revenues received during the preceding month. This report will also provide information regarding the AGENCY'S responsibility to the County for the Jail and Court fund as required by Sections 40200.3(a) of the California Vehicle Code and any other relevant taxes due. AGENCY, at any time, can request and receive from COMPANY, within a reasonable time, reports regarding all receipts, deposits and payments by COMPANY on behalf of AGENCY.

ARTICLE III – WEB SITE

3.1 Citation Management Web Site: COMPANY will provide a web site for AGENCY review of its database, including all citations and information relating to changes in status.

3.2 Citizen Web Site Access: COMPANY will provide web site access which allows individuals who receive citations to access the web site to review their individual citations, pay on-line and appeal on-line.

3.3 Web Site Interaction: The web site will be "interactive" for the AGENCY, to meet the requirements of the AGENCY.

3.4 Web Site Reports: Web site reports are available to the AGENCY on a daily, (24/7) schedule.

3.5 Web Site Use: User ID's and passwords will be assigned to the AGENCY.

ARTICLE IV - GENERAL

4.1 Public Inquiries: COMPANY will respond to reasonable inquiry by telephone or letter of a non-judicial nature. Inquiries of a judicial nature will be referred to the AGENCY for determination.

4.2 COMPANY Limitations: COMPANY will not take legal action or threaten legal action in any specific case without AGENCY'S prior approval.

4.3 Use of Approved Forms: AGENCY shall have the right to reasonable approval of all forms, delinquency notices, and correspondence sent by the COMPANY which must conform to State and local law. COMPANY will obtain approval from CITY of the template form prior to using any forms, template delinquency notices, and template correspondence sent by COMPANY on behalf of CITY.

4.4 Books and Records: COMPANY will maintain adequate books or records for parking citations and administrative citations issued within the AGENCY'S jurisdiction and referred to COMPANY for processing. Such books or records, and related computer processing data, shall be available for reasonable inspection and audit by AGENCY at the COMPANY'S location at reasonable times upon adequate prior notice to COMPANY.

4.5 Ownership: All reports, information, and data, including but not limited to computer tapes, discs, or files furnished or prepared by the COMPANY (collectively the "Materials") are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Materials. All computer software and systems, related automated and manual procedures, instructions, computer programs, and data storage media containing same, and written procedures performed hereunder (collectively the "System") are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Systems.

The AGENCY is entitled to keep and use any reports and data it may reasonably need to administer its parking citation program during or in the event of termination of this Agreement. The COMPANY will be required to reasonably cooperate with the AGENCY, if it terminates the agreement, in obtaining all data and reports necessary to assume administration of the program or contract with another company to administer the program.

4.6 Property of AGENCY: All documents, records, discs, files and tapes supplied by AGENCY to COMPANY in performance of this contract are agreed to be and shall remain the sole property of AGENCY. COMPANY agrees to return same promptly to AGENCY no later than sixty (60) days following notice to the COMPANY. The AGENCY shall make arrangements with COMPANY for the transmission of such data to the AGENCY upon payment to COMPANY of any open invoices and the cost of copy and delivery of such information from COMPANY'S computer facilities to AGENCY'S designated point of delivery.

4.7 Confidentiality: In order to enable COMPANY to carry out its work hereunder, to some extent it will have to impart to the AGENCY'S employees information contained in the Materials and Systems (collectively the "CONFIDENTIAL DATA"). The AGENCY agrees that information contained in the data that was marked in writing as "CONFIDENTIAL", "PROPRIETARY" or similarly, so as to give notice of its confidential nature, when submitted to the AGENCY by COMPANY shall be retained by AGENCY in the strictest confidence and shall not be used or disclosed in any form except in accordance with paragraph 4.8 herein below. The AGENCY recognizes that irreparable harm could be occasioned to COMPANY by disclosure of CONFIDENTIAL DATA, which is related to its business, and that COMPANY may accordingly seek to protect such CONFIDENTIAL DATA by enjoining disclosure. However, COMPANY has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs, or files furnished or prepared by COMPANY, or any of its subcontractors, and provided to AGENCY may be subject to public disclosure as required by the California Public Records Act (California Government Code sections 6250 *et seq.)*. Exceptions to public disclosure may be those documents or information hat qualify as trade secrets, as the term is defined in California Government Code Section 6254.7, and of which COMPANY informs AGENCY of such trade secret. AGENCY will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. AGENCY shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

4.8 Consent For Disclosure: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by COMPANY or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of AGENCY. COMPANY agrees that any such documents or information shall not be made available to any individual or organization without the prior written approval of AGENCY other than individuals or organization that are reasonably necessary to properly effectuate the terms and conditions of this agreement. This Non-Disclosure obligation shall survive the Termination of this Agreement.

4.9 COMPANY Files: COMPANY shall maintain master files on citations referred to it for processing under this Agreement. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail.

4.10 Storage for AGENCY:

A. COMPANY agrees to store original citations until resolved; plus two (2) years, at which time they will be returned to AGENCY, or shredded if express written authorization to shred is provided by AGENCY. COMPANY will have such information available on the citation management system for a reasonable time period to permit AGENCY retrieval of such information. AGENCY relieves COMPANY of all liability costs associated with data released by AGENCY to any other person or entity using such data.

B. Subsequent to the termination of the contract, COMPANY will return a file containing all data belonging to the AGENCY.

ARTICLE V – ADDITIONAL SERVICES

5.1 Other Collections: COMPANY shall retain a percent of payments for delinquent citations that have been processed in accordance with the current Agreement, as outlined in Exhibit B (payment for services rendered), and meet the following criteria:

A. Delinquent parking citations: those citations so designated by the AGENCY, for which the California State Department of Motor Vehicles registration hold has been placed or dropped because of a transfer of ownership or non-renewal of registration or a registration hold has not been placed, but the normal daily processing cycle is complete

B. Citations with out-of-state license plates that have gone through the first courtesy notice process without payment.

C. Any other problem or special citations that the AGENCY so designates and refers to COMPANY under this Agreement.

5.2 Postal Rate Increase: COMPANY will maintain auditable records to document the COMPANY'S actual postage costs associated with the mailing of delinquency notices for unpaid citations and for other mailings related to the processing of correspondence. If there is a postal increase, that increase will be invoiced effective on the date that the postal rate increase goes into effect.

ARTICLE VI - REPORTS

6.1 Periodic Reports: COMPANY will submit reports to AGENCY the month following the month in which activity has been reported. The reports will track activities relating to performance under this Agreement. Among the reports which COMPANY may/will generate are the following:

A. Report of Revenue Collected for Period

B. Report for Citations Issued for Period

C. A balanced summary report for issuing AGENCY providing the status of all citations at the beginning of the period, current period activity, and at the end of the period.

D. A report for issuing AGENCY identifying registered vehicle owners with five (5) or more outstanding parking citations.

E. A report for issuing AGENCY identifying the citations issued, location, violation by each officer.

6.2 Annual Reports: Annually, COMPANY shall prepare reports in compliance with California Vehicle Code section 40200.3(b)

ARTICLE VII - TERM OF CONTRACT AND ADDITIONAL SERVICES

7.1 Term and Renewals: This Agreement shall be effective on the last date of signature to this Agreement. The processing of citations by COMPANY pursuant to this Agreement will commence ("Commencement Date") upon CITY providing written notice to COMPANY at least ten days prior to commencement. The Commencement Date will not occur until AGENCY and COMPANY have coordinated the procedures, notices and processes for COMPANY to conduct such services as required by this Agreement. The initial termination date of this Agreement shall be one-year following the Commencement Date. The parties may, or may not, extend the term of this Agreement for additional one year periods ("Renewal Periods") upon providing written notice to the other party at least thirty days prior to the termination date of the Agreement. On behalf of City, the City Manager is authorized to provide, or not provide, such written notice of renewal. If the other party does not provide written objection to the renewal notice within 30 days, the term shall be extended an additional one-year period.

In conjunction with the Renewal Periods extending the term of this Agreement an additional one-year period, COMPANY may give notice of reasonable price adjustments for its processing services. The AGENCY has thirty days to respond in writing to the purposed increase. Unless AGENCY gives notice in writing of its rejection of these price adjustments, the term shall be extended with these price adjustments as stated. If the AGENCY gives notice of its rejection of these price adjustments, unless there is a further written Agreement between the parties, the term of the Agreement shall not be extended and the Agreement shall terminate.

7.2 Cancellation:

A. Upon a material breach or upon ninety (90) days written notice to COMPANY, the AGENCY may cancel or terminate this Agreement. The COMPANY shall have thirty (30) days

to cure any material breach or defect set forth in the written termination notice provided by AGENCY.

In the event City shall terminate this Agreement:

1. City shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by City as work accomplished to date; and further provided, however, City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City Manager is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy which City may have in law or equity.

B. Consultant may terminate its services under this Agreement upon thirty (30) working days written notice to the City, without liability for damages, if it is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by City.

7.3 Exclusivity: AGENCY agrees to utilize only the services of COMPANY during the term of this Agreement for the processing of parking citations. AGENCY agrees during the term of the Agreement to not directly or indirectly assist a competitor of COMPANY in the performance of the services provided by COMPANY under this Agreement.

7.4 Cost: Please see Payment for Services Rendered, attached hereto as EXHIBIT B for all associated costs and services provided for such associated costs related to this Agreement.

ARTICLE VIII - CLAIMS AND ACTIONS

8.1 AGENCY Cooperation: In the event any claim or action is brought against COMPANY relating to COMPANY'S performance or services rendered under this Agreement, COMPANY shall notify the AGENCY, in writing, within ten (10) days, of said claim or action.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED- SEE ATTACHED

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MFleming@DataTicket.com

EXHIBIT B - PARKING FEE PROPOSAL FOR THE CITY OF ROCKLIN

Manual Parking Citation Processing: **$0.85**

Services for the above-mentioned items include:

- On-site data entry of manually written citations performed within 48 hours of receipt
- On-site quality assurance verification of manually entered citations
- Scanning of all manually written citations onto our network for storage and ease of retrieval
- Bi-monthly shredding of manually written citations

Courtesy Notice: **$0.75**

Services for the above-mentioned item include:

- Semi-custom Courtesy Notice that is printed on an 8 ½ x 11" piece of paper and provided in a window envelope sent to the registered owner of a vehicle
- All notices are attached to the citation online and are viewable via the web
- All notices sent via 1st Class Mail
- All notices include a return envelope in which the responsible party may submit payment
- This cost will increase as the US Postal Service increases the 1st Class postage rate
- This charge is only incurred if the individual does not pay off the windshield and a notice is sent to the individual.

Out-of-State Collections: **28% of revenue collected**

- This fee will cover all expenses associated with obtaining out-of-state registered owner information and will be due when a citation is paid
- Data Ticket is a recognized Strategic Partner with NLETs; should the Agency have an assigned ORI, Data Ticket will request usage of the ORI for reference/audit purposes only. Data Ticket utilizes its own ORI for transactional purposes
- This fee is not combined with any other contingency fee. For example if a citation is rolled to a delinquent status, only 28% of revenue collected will be charged
- If Data Ticket does not collect on a citation that is issued to an out of state plate, the Agency does not owe this fee.

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EXHIBIT B - PARKING FEE PROPOSAL FOR THE CITY OF ROCKLIN

Delinquent Collections: **30% of revenue collected**

- This fee will be assessed when a citation is ninety (90) days past the citation issue date, assuming a first notice has been sent to the registered owner and the citation is not on hold for any reason or when a 2nd notice is sent if sooner than 90 days.
- In addition to the Courtesy Notice, three Delinquent Notices will be sent to the registered owner
- All notices are sent via First Class mail and all notices are printed on an 8 ½ x 11" sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment
- All notices are attached to the citation online and are viewable via the web
- If Data Ticket does not collect on a citation that is delinquent, the Agency does not owe this fee
- Notices will be sent via 1st Class Mail, and Data Ticket will be responsible for the cost incurred

Franchise Tax Board Processing

SSN Look-up **$3.00 per SSN**

- This fee will be assessed to lookup a social security number associated with a particular registered owner and address
- This charge is charged per unique SSN, not per citation

FTB Collections **15% of revenue collected**

- This fee is charged if a citation is paid at the Franchise Tax Board
- This charge is not combined with any other charge; for example if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged
- Data Ticket will send an FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail
- All notices are attached to the citation online and are viewable via the web
- Data Ticket will pay for the Agency's cost to participate in the FTB program; annually, FTB will send an invoice to the Agency for the number of debts placed at FTB; the Agency will simply provide this invoice to Data Ticket and Data Ticket will pay it in full
- If Data Ticket does not collect on a citation that is at FTB, the Agency does not owe the collection fee
- Data Ticket will send an FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail

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EXHIBIT B - PARKING FEE PROPOSAL FOR THE CITY OF ROCKLIN

Adjudication:

1st Level Review Hold & Scanning of Review Request — **$0.50 per citation**

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Review Request Hold and scan all received documentation into the Citation Management Solution so it is displayed on the web for the Agency's Staff
- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a "time expired letter" rejecting the appeal

1st Level Review Disposition — **$1.00 per citation**

- Data Ticket will review all documentation received by the Appellant and render a disposition
- The disposition will be available online for the Agency's Staff to review

1st Level Review Disposition Letters — **$0.75 per letter**

- Data Ticket will send a custom disposition letter to the Appellant via 1st Class Mail
- All letters are attached to the citation online and are viewable via the web
- Disposition letters will be sent Monday - Friday

2nd Level Hearing Hold, Scanning and Scheduling of Hearing — **$0.50 per citation**

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Hearing Request Hold and scan all received documentation into the Solution so that it is displayed on the web for the Agency's Staff and the Hearing Officer
- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a "time expired letter" rejecting the appeal
- Data Ticket will work with the designated Hearing Officer to schedule the Hearing based on either a pre-determined schedule or an ad hoc basis, depending on the Agency's schedule

2nd Level Hearing Disposition — **$85.00 per hour**

- Upon specific written request from Agency, Data Ticket may provide the 2nd Level Hearing; otherwise, Agency will conduct the Hearing. If Data Ticket conduct this level of review the following applies:
  - Data Ticket's independent, certified, insured hearing officers will be provided to the to perform in-person, phone and written hearings
  - Each hearing request will be reviewed, heard or read, and all required research will be performed
  - The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the Agency, Appellant and Data Ticket
  - Hearings will be scheduled
  - The Agency will incur costs associated with mileage as defined by Federal guidelines
  - Data Ticket will work with the Agency to arrange for the use of a conference room at a Agency location or the Agency may elect to have citations heard at a centralized location within the County

DATA TICKET inc.

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EXHIBIT B - PARKING FEE PROPOSAL FOR THE CITY OF ROCKLIN

2nd Level Hearing Schedule & Disposition Letters **$0.75 per letter**

- Data Ticket will send a custom disposition letter to the Appellant via 1st Class Mail
- All letters are attached to the citation online and are viewable via the web
- Disposition letters will be sent Monday - Friday

Joint / Escrow Banking Services **$100.00 per month**

Services for the above-mentioned item include:

- Daily deposits of funds to the Agency's escrow account
- Online, real-time reconciliation reports that tie directly to the bank statement
- Processing of all credit card charge-backs and Insufficient Funds
- Month-end reconciliation of all funds collected
- Disbursement of County / State Surcharges at month-end
- Payment of Data Ticket's invoice
- Disbursement of the net remittance to the Agency
- Scanning of all payments directly to joint bank account daily using remote check deposit
- The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run $200.00 per year

Charge-backs and NSF's **$5.00 per issued instance**

- Data Ticket will process credit card charge-backs and NSFs when notified of each occurrence
- Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation

Refunds **$5.00 per issued instance**

- Data Ticket will process refunds when notified of each need
- In the event the utilizes Joint Banking Data Ticket will verify, generate and send each refund due
- Refunds will be issued weekly
- Refunds will be sent via 1st Class Mail

Monthly Minimum **$200.00**

- A minimum fee of $200.00 will be charged on a monthly basis if services do not reach this level. This is separate and in addition to the Joint Escrow Banking Service fee.

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EXHIBIT B - PARKING FEE PROPOSAL FOR THE CITY OF ROCKLIN - SERVICES INCLUDED AT NO ADDITIONAL COST

Online Access for the Agency's Patrons: **Included**

The Agency's Patrons will have the ability to perform the following functions online:

- View real-time citation(s) data
- Pay for a single or many citation(s)
- Request a 1st Level Administrative Review and attach up to three documents supporting their position
- Request a 2nd Level Administrative Hearing Request and attach up to three documents supporting their position
- Print a receipt
- View pictures of the citation taken by the issuing officer (if the Agency allows)

Online Access for the Agency's Staff: **Included**

Access to the Agency's data is based on unique usernames and passwords assigned to each individual who requires access to the system. Data Ticket does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to Data Ticket.

Our Solution is setup to maintain a complete audit trail for each and every transaction in the system so that the username is displayed next to every transaction in the system, indicating who performed the transaction and when.

Dependent on the access rights provided to each Agency Staff member, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSFs and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place a citation on hold
- Change citation data, including violations, date, time, plate, location, comments, make, model, color, registration expiration date and others
- Perform Administrative Reviews online by entering the disposition directly online
- Generate a time expired or letter of non responsibility for a citation in the adjudication process
- View the complete reason for the Review Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the Agency via US Mail
- Add a note to a citation and see all comments added to the citation
- View the reason for the 2nd Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without registered owner information

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EXHIBIT B - PARKING FEE PROPOSAL FOR THE CITY OF ROCKLIN - SERVICES INCLUDED AT NO ADDITIONAL COST

Reporting: **Included**

- Data Ticket offers 23 reports online for our Clients to generate, print and re-print 24/7. We provide real-time reports that can be generated for any timeframe required and we provide pre-processed/month-end reports that reflect the month-end view of data.
- All reports are available online and because we do not purge data unless specifically requested to do so by a Client, the data is available as long as the Agency is a Client.
- All reports are generated in HTML so our Clients can copy and paste the data into Excel for data manipulation purposes.
- If the Agency were to request a report that was not already available, Data Ticket would work with the Agency to design the report and provide it to the Agency at no cost.

Manual Payment Processing: **Included**

- Manually received payments (checks, cash, money orders and credit card payments sent via US Mail) are received at our PO Box in Newport Beach where a bonded and insured courier picks up the mail daily and delivers it to our Newport Beach office
- On-site Mail Department opens, sorts and batches the payments before providing them to our on-site Data Entry Department
- After double-blind entry of each payment, the citations are updated by our Quality Assurance team
- Payments are then provided to our Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank

Registered Owner Information: **Included**

- Registered owner information for all citations issued on California license plates
- Turnaround time for acquisition of California registered owner information is same day
- Registered owner information for all citations issued on out of state license plates
- Data Ticket is a recognized Strategic Partner with NLETs and has access to registered owner information nationwide through the NLETs service
- Access to this system requires the use of the City's ORI for tracking purposes only; Data Ticket will utilize its own ORI for actually acquiring the out of state data
- Turnaround time for acquisition of out of state registered owner information using NLETs is same day

CA DMV Holds and Releases: **Included**

- California DMV Holds and Release performed daily via an online connection
- Holds and releases can also be performed real-time, upon request
- Citation amounts placed on hold are updated daily in the event a partial payment is made

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EXHIBIT B - PARKING FEE PROPOSAL FOR THE CITY OF ROCKLIN - SERVICES INCLUDED AT NO ADDITIONAL COST

Customer Service: **Included**

- Data Ticket provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, fix-it tickets, sign-offs, FTB, advanced credit reporting collections and more
- All calls are recorded to quality assurance and recordings can be sent to the Agency at any time for review.
- Data Ticket's IVR is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding current status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express

Web Presence: **Included**

- Data Ticket's Solution is 100% web-based and Section 508 Compliant and is provided at: www.CitationProcessingCenter.com; this is a generic website in the sense that it is not Agency branded. This website allows for the Agency and the Agency's Patrons to access citations online
- If the Agency prefers to have an Agency branded website, one in which the look and feel mimics that of the Agency's website, Data Ticket can and will provide this feature to the Agency.

Conversion: **Included**

- Data Ticket will convert the citations currently with the Agency's existing vendor at no cost to the Agency
- Citations that have not had a payment and do not have a registered owner will immediately be sent to the appropriate DMV so as to obtain a registered owner

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EXHIBIT B - PARKING FEE PROPOSAL FOR THE CITY OF ROCKLIN – FEES ASSESSED TO THE PATRON

Credit / Debit Card Processing **$3.50 per transaction**

- Data Ticket is PCI Compliant and provides for the ability to pay via Visa, MasterCard, Discover, and American Express on our website, www.CitationProcessingCenter.com, via our toll-free, bi-lingual Customer Service Representatives, and via our toll-free, bi-lingual IVR Solution
- There is no charge to the Agency for credit / debit card processing; however, the Patron is charged $3.50 per transaction; this means the Patron can pay for a single or many citations at once and incur a single $3.50 fee

Payment Plan Processing **variable cost**

- An administrative fee will be assessed to Patrons who wish to participate in a payment plan
- This fee will cover the cost of the payment plan initiation, and the cost of a confirmation letter that is sent to the Patron confirming the details of the payment plan
- The Agency will have the ability to determine whether Payment Plans are accepted and, if so, what the parameters for payment will be

Credit Card Chargeback Processing **$30.00 per transaction**

- If a chargeback occurs, a fee will be charged to the Patron for the processing of the chargeback
- No fee will be charged to the Agency

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EXHIBIT B - ADMINISTRATIVE CITATION FEE PROPOSAL FOR THE CITY OF ROCKLIN

Description of Service	Cost
Manual Administrative Citation Processing ***Services for the above-mentioned items include:*** • On-site data entry of manually written citations performed within 48 hours of receipt • On-site quality assurance verification of manually entered citations • Scanning of all manually written citations onto our network for storage and ease of retrieval • Bi-monthly shredding of manually written citations	$19.00 per citation
Semi-Custom Noticing: ***Services for the above-mentioned items include:*** • A single Courtesy Notice printed on an 8 ½ x 11" piece of paper and provided in a window envelope will be sent to the responsible party • All notices are attached to the citation online and are viewable via the web • All notices sent via 1st Class Mail • All notices include a return envelope in which the responsible party may submit payment • This cost will increase as the US Postal Service increases the 1st Class postage rate • Notices will be sent daily, Monday - Friday	Included

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EXHIBIT B - ADMINISTRATIVE CITATION FEE PROPOSAL FOR THE CITY OF ROCKLIN

Description of Service	Cost
Delinquent Collections ***Services for the above-mentioned items include:*** • In addition to the 1st Courtesy Notice, two additional notices will be sent to the responsible party, at a time frame to be defined by the Agency • Notices will include a return envelope in which the responsible party may submit payment • Notices will be sent via 1st Class Mail, for which Data Ticket will be responsible • A citation is considered delinquent at Cite Date plus 31 days • All notices are sent via First Class mail and all notices are printed on an 8 ½ x 11" sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment • All notices are attached to the citation online and are viewable via the web • Notices will be sent via 1st Class Mail, and Data Ticket will be responsible for the cost incurred • Notices will be sent daily, Monday - Friday • If Data Ticket does not collect on a citation that is delinquent, the Agency does not owe this fee	Included
Adjudication Holds and Scanning ***Services for the above-mentioned item include:*** • Data Ticket will accept Hearing Requests on behalf of the Agency • Dependent on the Agency's choice, Data Ticket will either review and approve the Hearing Request or provide the documentation received to the Agency for its decision • If the Request is accepted, Data Ticket's Adjudication Department will place the citation on an Administrative Hearing Request Hold and scan all received documentation into the Solution so it is displayed on the web for the Agency's Staff and the Hearing Officer	Included

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EXHIBIT B - ADMINISTRATIVE CITATION FEE PROPOSAL FOR THE CITY OF ROCKLIN

Description of Service	Cost
Adjudication Letters ***Services for the above-mentioned item include:*** • For each request received, Data Ticket will send a semi-custom Hearing Approval Letter and a Schedule letter or it will send a Semi-Custom Denial Letter • Once the Hearing has been held, Data Ticket will send a semi-custom disposition letter to the Appellant detailing the Hearing Officer's findings ◦ All Letters are sent via First Class mail and all Letters are printed on an 8 ½ x 11" sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment ◦ All Letters are attached to the citation online and are viewable via the web • Letters will be sent via 1st Class Mail, and Data Ticket will be responsible for the cost incurred ◦ Should the Agency request Letters to be sent via Certified Mail, Data Ticket will arrange this at a cost of $5.00 per Letter ◦ Letters will be sent daily, Monday - Friday	Included
Administrative Hearings ***Services for the above-mentioned item include:*** ◦ Data Ticket's independent, certified, insured hearing officers will be provided to perform in-person, phone, and written hearings, as required by the Agency • Each hearing request will be reviewed, heard or read, and all required research will be performed ◦ The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the Agency, Appellant and Data Ticket ◦ The City will incur costs associated with mileage ◦ Data Ticket will work with the Agency to arrange for the use of a conference room at a Agency location or the Agency may elect to have citations heard at a centralized location within the County	$85.00 per hour
Franchise Tax Board SSN Look-up ***Services for the above-mentioned item include:*** ◦ This fee will be assessed to lookup a social security number associated with a particular registered owner and address ◦ This charge is charged per unique SSN, not per citation	$3.00 per unique SSN

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EXHIBIT B - ADMINISTRATIVE CITATION FEE PROPOSAL FOR THE CITY OF ROCKLIN

Description of Service	Cost
FTB Collections ***Services for the above-mentioned item include:*** • This fee is charged if a citation is paid at the Franchise Tax Board • This charge is not combined with any other charge; for example if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged • Data Ticket will send a custom FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail • All notices are attached to the citation online and are viewable via the web • Data Ticket will pay for the Agency's cost to participate in the FTB program; annually, FTB will send an invoice to the Agency for the number of debts placed at FTB; the Agency will simply provide this invoice to Data Ticket and Data Ticket will pay it in full • If Data Ticket does not collect on a citation that is at FTB, the Agency does not owe the collection fee • Data Ticket will send an FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail	15% of revenue collected
Joint / Escrow Banking Services ***Services for the above-mentioned item include:*** • Daily deposits of funds to the Agency's escrow account • Online, real-time reconciliation reports that tie directly to the bank statement • Processing of all credit card charge-backs and Insufficient Funds • Month-end reconciliation of all funds collected • Payment of Data Ticket's invoice • Disbursement of the net remittance to the Agency • Scanning of all payments directly to joint bank account daily using remote check deposit • The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run $200.00 per year	$100.00 per month

4600 Campus Drive, Suite 200
Newport Beach, CA 92660
949 752 6937 (x) 310 - Phone
MFleming@DataTicket.com

EXHIBIT B - ADMINISTRATIVE CITATION FEE PROPOSAL FOR THE CITY OF ROCKLIN

Description of Service	Cost
Charge-backs and NSF's **Services for the above-mentioned item include:** • Data Ticket will process credit card charge-backs and NSFs when notified of each occurrence • Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation	$5.00 per issued instance
Refunds **Services for the above-mentioned item include:** • Data Ticket will process refunds when notified of each need • In the event the utilizes Joint Banking Data Ticket will verify, generate and send each refund due • Refunds will be issued weekly • Refunds will be sent weekly via 1st Class Mail	$5.00 per issued instance
Monthly Minimum • A minimum fee of $200.00 will be charged on a monthly basis if services do not reach this level. This is separate and in addition to the Joint Escrow Banking Service fee.	$200.00

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EXHIBIT B - ADMINISTRATIVE FEE PROPOSAL FOR THE CITY OF ROCKLIN - SERVICES INCLUDED AT NO ADDITIONAL COST

Online Access for the Agency's Patrons: **Included**

The Agency's Patrons will have the ability to perform the following functions online:

- View real-time citation(s) data
- Pay for a single or many citation(s)
- Request an Administrative Hearing and attach up to three documents supporting their position (optional)
- Print a receipt
- View pictures of the citation taken by the issuing officer (if the Agency allows)

Online Access for the Agency's Staff: **Included**

Access to the Agency's data is based on unique usernames and passwords assigned to each individual who requires access to the system. Data Ticket does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to Data Ticket.

Our Solution is setup to maintain a complete audit trail for each and every transaction in the system so that the username is displayed next to every transaction in the system, indicating who performed the transaction and when.

Dependent on the access rights provided to each Agency Staff member, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSFs and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place a citation on hold
- Change citation data, including violations, date, time, location, comments, and others
- View the complete reason for a Hearing Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the Agency via US Mail
- Add a note to a citation and see all comments added to the citation
- Print a receipt

Conversion: **Included**

- Data Ticket will convert the citations currently with the Agency's existing vendor at no cost to the Agency

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EXHIBIT B - ADMINISTRATIVE FEE PROPOSAL FOR THE CITY OF ROCKLIN - SERVICES INCLUDED AT NO ADDITIONAL COST

Reporting: **Included**

- Data Ticket offers 23 reports online for our Clients to generate, print and re-print 24/7. We provide real-time reports that can be generated for any timeframe required and we provide pre-processed/month-end reports that reflect the month-end view of data.
- All reports are available online and because we do not purge data unless specifically requested to do so by a Client, the data is available as long as the Agency is a Client.
- All reports are generated in HTML so our Clients can copy and paste the data into Excel for data manipulation purposes.
- If the Agency were to request a report that was not already available, Data Ticket would work with the Agency to design the report and provide it to the Agency at no cost.

Manual Payment Processing: **Included**

- Manually received payments (checks, cash, money orders and credit card payments sent via US Mail) are received at our PO Box in Newport Beach where a bonded and insured courier picks up the mail daily and delivers it to our Newport Beach office
- On-site Mail Department opens, sorts and batches the payments before providing them to our on-site Data Entry Department
- After double-blind entry of each payment, the citations are updated by our Quality Assurance team
- Payments are then provided to our Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank

Customer Service: **Included**

- Data Ticket provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, fix-it tickets, sign-offs, FTB, advanced credit reporting collections and more
- All calls are recorded to quality assurance and recordings can be sent to the Agency at any time for review.
- Data Ticket's IVR is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding current status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express

Web Presence: **Included**

- Data Ticket's Solution is 100% web-based and Section 508 Compliant and is provided at: www.CitationProcessingCenter.com; this is a generic website in the sense that it is not Agency branded. This website allows for the Agency and the Agency's Patrons to access citations online
- If the Agency prefers to have an Agency branded website, one in which the look and feel mimics that of the Agency's website, Data Ticket can and will provide this feature to the Agency.

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EXHIBIT B - ADMINISTRATIVE FEE PROPOSAL FOR THE CITY OF ROCKLIN – FEES ASSESSED TO THE PATRON

Credit / Debit Card Processing **$3.50 per transaction**

- Data Ticket is PCI Compliant and provides for the ability to pay via Visa, MasterCard, Discover, and American Express on our website, www.CitationProcessingCenter.com, via our toll-free, bi-lingual Customer Service Representatives, and via our toll-free, bi-lingual IVR Solution
- There is no charge to the Agency for credit / debit card processing; however, the Patron is charged $3.50 per transaction; this means the Patron can pay for a single or many citations at once and incur a single $3.50 fee

Payment Plan Processing **variable cost**

- An administrative fee will be assessed to Patrons who wish to participate in a payment plan
- This fee will cover the cost of the payment plan initiation, and the cost of a confirmation letter that is sent to the Patron confirming the details of the payment plan
- The Agency will have the ability to determine whether Payment Plans are accepted and, if so, what the parameters for payment will be

Credit Card Chargeback Processing **$30.00 per transaction**

- If a chargeback occurs, a fee will be charged to the Patron for the processing of the chargeback
- No fee will be charged to the Agency

EXHIBIT C

GENERAL PROVISIONS

1. **Independent Contractor**. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

2. **Licenses, Permits, Etc**. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant 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 which are legally required for Consultant to practice its profession at the time the services are performed.

3. **Time**. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

4. **Insurance**.

A. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under this Agreement and the results of that work by Consultant, its agents, representatives, employees, or subcontractors. All coverage available to the Consultant as named insured shall be made available to the City, its officers, employees and volunteers as additional insured. Consultant shall provide to City the full policy limits of Consultant's insurance, with coverage at least as broad as, and limits no less than, the following:

1. General Liability. Consultant shall maintain in full force and effect a policy of commercial general liability insurance (ISO occurrence form CG0001) with limits no less than the following: one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement, or the

general aggregate limit shall be twice the required occurrence limit. (The occurrence form of policy is required whenever it is available.)

2. Worker's Compensation and Employer's Liability Insurance. Consultant shall fully comply with the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for worker's compensation. Consultant shall also maintain in full force and effect a policy of employer's liability insurance with limits no less than the following: one million dollars ($1,000,000) each accident; one million dollars ($1,000,000) policy limit bodily injury by disease; one million dollars ($1,000,000) each employee bodily injury by disease.

3. Automobile. Consultant shall maintain in full force and effect a policy of commercial automobile liability insurance (ISO Form CA0001 Code 1 (any auto) or Code 8, 9 if no automobiles owned), with limits no less than the following: one million dollars ($1,000,000) per accident for bodily injury and property damage.

4. Errors and Omissions. Consultant shall maintain in full force and effect a policy of errors and omissions insurance covering the services to be provided under this agreement with limits no less than the following: one million dollars ($1,000,000) each occurrence, two million dollars ($2,000,000) policy aggregate.

B. The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, employees and volunteers shall be added as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Consultant, and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code.

2. For any claims related to work or operations performed by or on behalf of Consultant, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. The insurance coverage shall not be assigned, reduced, amended, cancelled, terminated, or not renewed by either party except after thirty (30) days written notice by certified mail, return receipt requested, to City.

C. The insurance company or companies providing Consultant the coverages required by this Agreement shall be admitted in the State of California and have a current A.M. Best's rating of no less than A:VIII or equivalent acceptable to City.

D. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees and volunteers; or the Consultant shall procure a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. The insurance shall be maintained from the time the work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claims made policy form is used, the following requirements apply:

1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City for review.

F. If Consultant, for any reason, fails to maintain insurance coverage which is required under this Agreement, the failure shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from the breach. Alternatively, City may purchase the required insurance coverage, and without further notice to Consultant, City may deduct from the sums due to Consultant any premium costs advanced by City for the insurance.

G. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this Agreement. The certificates and

endorsements should be on forms provided by the City, or on other than the City's forms, provided those endorsements or certifications conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement at any time.

Consultant shall replace certificates of insurance for policies expiring prior to completion of the work under the Agreement, and shall continue to furnish certificates for five years beyond the Agreement terminate date, when the Consultant has a claims made form of insurance.

I. The worker's compensation and employee's liability insurance are to contain, or be endorsed to contain, the following provisions:

1. The insurance company waives any right of subrogation against the City, its officers, employees, and volunteers, which might arise by reason of any payment by the insurance company in connection with work performed by Consultant under this Agreement.

2. The insurance coverage shall not be assigned, reduced, amended, cancelled, terminated, or not renewed by either party except after thirty (30) days written notice by certified mail, return receipt requested, to City.

5. **Indemnity**. Consultant agrees to and shall defend, indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including attorney's fees and litigation costs and expenses, arising out of the performance of the work described herein, caused in whole or in part by any intentional or negligent act or omission of Consultant, any subcontractor of Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification and duty to defend and hold harmless the City shall survive completion of the work and term of this Agreement and shall be for the full period of time allowed by law. Lack of insurance coverage does not negate Consultant's obligation under this paragraph or this Agreement.

6. **Consultant Not Agent**. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

7. **Assignment Prohibited**. Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of City, said approval to be in the sole discretion of City.

8. Personnel: Qualifications and Conflicts of Interest.

A. Consultant shall assign only competent personnel to perform services under this Agreement. If City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to this Agreement, Consultant shall remove the person immediately upon receiving notice from City. No personnel shall be assigned to this Agreement who, due to a financial conflict of interest, is disqualified from performing services under this Agreement.

B. Prior to commencing work under this Agreement, all personnel assigned to the Agreement shall determine whether, by virtue of the work to be performed, they are "consultants" as defined by the Political Reform Act (Cal. Gov. Code §81000, et seq.). They shall then notify the City Clerk in writing of their determination and shall complete and file all required disclosure statements.

9. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

10. City Representative. The City of Rocklin Chief of Police or his/her designee is the representative of the City and will administer this Agreement for the City.

11. Non-Discrimination. Consultant shall not discriminate in its employment practices because of of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

12. Ownership of Information. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of City, and Consultant agrees to deliver reproducible copies of such documents to City on completion of the services hereunder. The City agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

13. **Waiver**. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

14. **Entirety of Agreement**. This Agreement contains the entire agreement of City and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.

15. **Notices.** All notices to be given under this Agreement shall be in writing in the manner set forth below, addressed to the party to be served at the addresses set forth below, or at such other address for which that party may have given notice under the provisions of this Section. Any notice, demand, approval, consent, or other communication given by (a) mail shall be deemed to have been given four business days after it is deposited in the United States mail, first class and postage prepaid; (b) overnight common carrier courier service shall be deemed to be given on the business day (not including Saturday) immediately following the date it was deposited with such common carrier; (c) delivery in person or by messenger shall be deemed to have been given upon delivery in person or by messenger; or (d) electronic facsimile or email message shall be deemed to have been given on the date of transmission of the entire communication, provided that (i) such transmission occurs during 8:00 a.m. and 5:00 p.m., Pacific Time, on business days, and (ii) the sending party sends a hard copy of the original transmitted document(s) not later than the first (1st) business day following such transmission, by one of the methods described in subsections (a), (b) or (c) above.

Consultant: Data Ticket, Inc.
4600 Campus Drive, Suite 200
Newport Beach, CA 92660
Tel: (949) 752-6937, ext. 314
Attn: Heather Nowlan

City: Rick Horst, City Manager
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677
Fax: (916) 625-5195
Email: ricky.horst@rocklin.ca.us
With Copy to Sandi Bumpus, Police Services Administrator
Sandi.Bumpus@rocklin.ca.us

16. **Counterparts**. Where Consultant is a general partnership, the partners may execute this Agreement in two or more counterparts which shall, in the aggregate,

be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who assigned it.

17. **Governing Law**. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect.

NOTICE TO CONSULTANT
OF DISCLOSURE OBLIGATIONS UNDER THE
CALIFORNIA POLITICAL REFORM ACT
(Data Ticket Inc./Parking and Administrative Citations Processing)

The Political Reform Act ("PRA") (Government Code §81000, et seq.) provides that "no public official at any level of state or local government shall make, participate in making, or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest." In addition, the Act requires every public official to disclose those economic interests that could foreseeably be affected by the exercise of his or her duties.

The term "public official" includes consultants. (Government Code §82048.) The PRA regulations (2 CCR 18701(a)(2) define consultant to include an individual who makes certain described governmental decisions, or, who serves in a staff capacity with the agency and in that capacity performs the same or substantially all of the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code. A copy of Government Code §82048 and Regulation 18701(a)(2) are attached for your reference.

It is not the business or firm providing services to the City that is considered the consultant. The individuals working for the firm who provide the services are considered the consultants. These individuals must file Statements of Economic Interest based on their personal financial interests and are subject to disqualification and other laws affecting public officials.

Because not all consultants participate in making decisions on behalf of the City in a manner covered by the Political Reform Act, the City does not amend its Conflict of Interest Code each time a consultant is hired. Instead, consultants are included generically in the City's Conflict of Interest Code as designated employees.

Under the law, it is the responsibility of each individual who will be providing services under the agreement to file an Assuming Office Statement, an Annual Statement, and a Leaving Office Statement if he/she determines the work being done under contract with the City qualifies the individual as a "consultant" within the meaning of the law.

Prior to commencing work under this agreement, you must notify the Rocklin City Clerk of your determination and request and file the appropriate forms, if necessary. Please complete and sign the form below and return to the City Clerk.

Attachment

legal\administration\conflict of interest notice to consultant

DETERMINATION OF DISCLOSURE OBLIGATIONS UNDER
CALIFORNIA POLITICAL REFORM ACT
(Data Ticket Inc./Parking and Administrative Citations Processing)

I have read this Notice to Consultant of Disclosure Obligations under the California Political Reform Act and have determined that (check one):

_____ By virtue of the work that I will perform under this Consultant Services Agreement, I am a public official within the meaning of the Political Reform Act. Enclosed is my Assuming Office Statement (Form 700).

X Under this Consultant Services Agreement, I will not be performing the duties of a public official/consultant within the meaning of the Political Reform Act.

Dated: July 30, 2015

Data Ticket, Inc
(Name of Consultant)

By: [signature]
(Signature)

Brook Westcott
(Type Name)

4000 Campus Dr Ste 200
(Address)

Newport Beach CA 92660
(Address)

CALIFORNIA ADMINISTRATIVE CODE
TITLE 2. ADMINISTRATION
DIVISION 6. FAIR POLITICAL PRACTICES COMMISSION
CHAPTER 7. CONFLICTS OF INTEREST
ARTICLE 1. CONFLICTS OF INTEREST; GENERAL PROHIBITION

§18701. Public Official, Definitions.

(a) For purposes of Government Code §82048, which defines "public official," and Government Code §82019, which defines "designated employee," the following definitions apply:

(1) "Member" shall include, but not be limited to, salaried or unsalaried members of committees, boards or commissions with decision-making authority. A committee, board or commission possesses decision-making authority whenever:

(A) It may make a final governmental decision;

(B) It may compel a governmental decision; or it may prevent a governmental decision either by reason of an exclusive power to initiate the decision or by reason of a veto that may not be overridden; or

(C) It makes substantive recommendations that are, and over an extended period of time have been, regularly approved without significant amendment or modification by another public official or governmental agency.

(2) "Consultant" means an individual who, pursuant to a contract with a state or local government agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule, or regulation;

2. Adopt or enforce a law;

3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;

4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;

5. Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;

6. Grant agency approval to a plan, design, report, study, or similar item;

7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

(B) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Government Code §87302.

(b) For purposes of Government Code §87200, the following definitions apply:

(1) "Other public officials who manage public investments" means:

(A) Members of boards and commissions, including pension and retirement boards or commissions, or of committees thereof, who exercise responsibility for the management of public investments;

(B) High-level officers and employees of public agencies who exercise primary responsibility for the management of public investments, such as chief or principal investment officers or chief financial managers. This category shall not include officers and employees who work under the supervision of the chief or principal investment officers or the chief financial managers; and

(2) Individuals who, pursuant to a contract with a state or local government agency, perform the same or substantially all the same functions that would otherwise be performed by the public officials described in subdivision (b)(l)(B) above.

(3) "Public moneys" means all moneys belonging to, received by, or held by, the state, or any city, county, town, district, or public agency therein, or by an officer thereof acting in his or her official capacity, and includes the proceeds of all bonds and other evidences of indebtedness, trust funds held by public pension and retirement systems, deferred compensation funds held for investment by public agencies, and public moneys held by a financial institution under a trust indenture to which a public agency is a party.

(4) "Management of public investments" means the following nonministerial functions: directing the investment of public moneys; formulating or approving investment policies; approving or establishing guidelines for asset allocations; or approving investment transactions.

COMMENT: In limited circumstances, the members of a nonprofit organization may be "public officials." (In re Siegel (1977) 3 FPPC Ops. 62.)

Amendment of section heading, section and Note filed 1-11-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of

Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2)

WEST'S ANNOTATED CALIFORNIA CODES
GOVERNMENT CODE
TITLE 9. POLITICAL REFORM
CHAPTER 2. DEFINITIONS

§82048 Public Official

"Public official" means every member, officer, employee or consultant of a state or local government agency, but does not include judges and court commissioners in the judicial branch of government. "Public official" also does not include members of the Board of Governors and designated employees of the State Bar of California, members of the Judicial Council, and members of the Commission on Judicial Performance, provided that they are subject to the provisions of Article 2.5 (commencing with Section 6035) of Chapter 4 of Division 3 of the Business and Professions Code as provided in Section 6038 of that article.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Assignment of Grazing Services Agreement

Date: February 11, 2025

Submitted By: Rick Lawrence, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing the Assignment of the 2024 Grazing Project Contract for Services from Blue Tent Farms, LLC to Ecosystem Concepts, Inc. and Authorizing the City Manager to Execute an Assignment Agreement with Ecosystem Concepts, Inc.

Background:
On February 27, 2024, the City Council approved a Contract for Services with Blue Tent Farms, LLC for 2024 Grazing Services (Resolution No. 2024-056). The scope of work includes grazing of the city-owned open space areas as part of the City's fuel load reduction efforts. The contract was for one year, with the option for two additional one year terms.

Blue Tent Farms, LLC has subcontracted specific elements of the work to Ecosystem Concepts, Inc. since the contract's inception, consistent with the terms of the agreement, and Ecosystem Concepts, Inc. has provided services that meet or exceed contractual expectations. On November 7, 2024, the City received a request from Blue Tent Farms, LLC to assign the entirety of the service contract to Ecosystem Concepts, Inc. This request is due to operational restructuring.

Ecosystem Concepts, Inc. has demonstrated the qualifications, capacity, and experience to continue providing the contracted services independently. By assigning the contract to Ecosystem Concepts, Inc., the City ensures continuity of service and avoids potential disruptions. Staff has reviewed the request and determined the following:

- Ecosystem Concepts, Inc. has agreed to assume all obligations and responsibilities under the original contract, including adhering to performance standards, timelines, and compliance requirements.
- The assignment poses no additional financial or legal risks to the City.
- The assignment aligns with the City's procurement and contracting policies.

An assignment agreement will be executed to formally transfer the contract from Blue Tent

Farms, LLC to Ecosystem Concepts, Inc., retaining all terms, conditions, and responsibilities outlined in the original agreement.

Fiscal Impact:
This action will not result in any additional fiscal impact. The originally approved contract amount and payment terms will remain unchanged.

ATTACHMENTS:
1. Resolution
2. Original Agreement and Change Orders

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING THE ASSIGNMENT OF THE 2024 GRAZING PROJECT CONTRACT FOR SERVICES FROM BLUE TENT FARMS, LLC TO ECOSYSTEM CONCEPTS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN ASSIGNMENT AGREEMENT WITH ECOSYSTEM CONCEPTS, INC.

WHEREAS, on February 27, 2024, the City Council of the City of Rocklin awarded a Contract for Services to Blue Tent Farms, LLC for grazing services within the City's open space areas for three (3) years plus two (2) additional years, in, writing, at the discretion of the City; and

WHEREAS, Blue Tent Farms, LLC has formally requested the City approve the assignment of the contract to their subcontractor, Ecosystem Concepts, Inc., citing organizational restructuring; and

WHEREAS, Ecosystem Concepts, Inc. has been a subcontractor under the contract and has demonstrated the capability to fulfill all terms and conditions of the agreement, ensuring continuity of service to the City; and

WHEREAS, the City has reviewed the qualifications and performance of Ecosystem Concepts, Inc. and determined they are qualified, responsible, and capable of fulfilling the requirements of the service contract; and

WHEREAS, the proposed assignment will not result in additional costs or changes to the scope of work under the original agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rocklin as follows:

1. The City Council hereby approves and authorizes the assignment of the service contract for 2024 Grazing Services from Blue Tent Farms, LLC to Ecosystem Concepts, Inc.

2. The City Manager is authorized to execute the Assignment Agreement to effectuate the assignment of the contract for services from Blue Tent Farms, LLC, to Ecosystem Concepts, Inc.

3. All terms and conditions of the original agreement shall remain in full force and effect, and Ecosystem Concepts, Inc. shall be bound by all provisions of the original contract as the successor contractor.

PASSED AND ADOPTED this 11th day of February, 2025, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF CONTRACT FOR SERVICES
(WEED ABATEMENT AND GRAZING PROGRAM SERVICES)

This Assignment and Assumption of Contract for Services (Assignment) is made as of February 11, 2025 between Blue Tent Farms, LLC (Assignor), which is identified as "Contractor" in the Contract for Services" between Blue Tent Farms, LLC and the City of Rocklin dated February 27, 2024, for certain weed abatement and grazing program services, and Ecosystem Concepts, Inc. (Assignee).

Recitals

A. On February 27, 2024 Assignor, as Contractor, and City of Rocklin, entered into a "Contract for Services" dated February 27, 2024 (Agreement), pursuant to which Contractor is obligated to provide certain weed abatement and grazing program services. A true and correct copy of the Agreement is attached and incorporated hereto as Attachment A.

B. Assignor desires to assign and Assignee desires to assume all rights and obligations under the Agreement.

C. Section 13 of the Agreement, "Assignability," provides in pertinent part that, "Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City." Accordingly, the Parties hereto wish to memorialize their desire to obtain and confirm the City's consent for this Assignment.

For good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

Section 1. Assignment and Assumption.

Assignor assigns to Assignee all of Assignor's right, title, and interest under the Agreement, a copy of which is attached and incorporated hereto as Attachment A. Assignee assumes and agrees to fully and timely perform, comply with, and observe all of the obligations and covenants of Assignor in the Agreement and Assignee shall so performed commencing on and after the date of this Assignment.

Section 2. Successors and Assigns.

This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Section 3. Governing Law.

This Assignment shall be governed and construed in accordance with California law.

The Parties have executed this Assignment as of the date first set forth above.

CONTRACTOR

Blue Tent Farms, LLC

By: _____
Tim Arrowsmith, Managing Partner

Ecosystem Concepts, Inc.

By: _____
Robert McGrew, Vice President

The City hereby consents to this Assignment from Assignor Blue Tent Farms, LLC to Assignee Ecosystem Concepts, Inc.

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Avinta Singh, City Clerk

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CONTRACT FOR SERVICES

THIS CONTRACT is made on February 27, 2024, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and Blue Tent Farms, LLC "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the 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 the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of One Million, Five Hundred and Thirty-Nine Thousand, One Hundred and Fifty-Eight Dollars ($1,539,158.00).** The payments specified in Exhibits A and/or 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.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. 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.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or the Schedule of Fees as set forth in Exhibit C. All invoices submitted by Contractor shall contain the following information:

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(1) Job/project name or description;
(2) City's current purchase order and/or work order number (if applicable);
(3) Contractor's invoice number;
(4) Date of invoice issuance;
(5) Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
(6) Amount of invoice, itemizing all authorized reimbursable expenses; and
(7) Total billed to date under agreement.

D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the Schedule of Performance, Exhibit B, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, 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 performed under this agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. 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 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.

G. Term and Option for Renewal: The initial contract will be for a term of one (1) year from the date of award. The City may renew the contract for up to two (2) additional years, one year at a time, at its sole discretion. Sixty days prior to the expiration date of the current contract, the City may re-negotiate out-year pricing (increases and/or decreases) based on market fluctuations.

If the term of the contract is extended beyond the initial one-year term, any requests made by the Contractor for a price increase must be fully documented utilizing an appropriate Consumer or Producer Price Index or other relevant market data to justify a price change, not to exceed 4%. In its request for price increases Contractor shall cite sources, specific conditions, and document how those conditions affect the cost.

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Price adjustments will not be automatic. They must be mutually agreed upon by both the City and the Contractor. The City will review the proposed pricing and determine if it is allowable, fair, reasonable, and in the best interest of the City to extend the agreement.

3. FACILITIES AND EQUIPMENT

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

4. TERM OF CONTRACT

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 set forth in Exhibit B unless sooner terminated as provided herein.

B. The services of Contractor are to commence upon execution of this Contract and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B.**

5. SUSPENSION/TERMINATION:

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this agreement.

B. This Contract may be terminated by either party, provided that the other party is given not less than **thirty (30)** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

i. Contractor shall immediately cease rendering services pursuant to this agreement;
ii. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this agreement;
iii. 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. Contractor shall furnish to City such

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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.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this agreement.

7. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

8. EXTENSIONS OF TIME

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

9. PROPERTY OF CITY

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged

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information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS:

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

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 or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this 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. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State.

C. 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. 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

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that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

D. 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 scope of services or schedule of performance specified in Exhibits A or B.

E. Contractor shall assign only competent personnel to perform services pursuant to this agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this agreement, because the 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 the City of the desire for the removal of such person.

F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred.

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

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13. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The 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. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

14. INTEREST IN CONTRACT

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

15. MATERIALS CONFIDENTIAL

To the extent permitted by law, all of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

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17. INDEMNITY AND LITIGATION, COSTS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City, its officers, officials, agents, employees and volunteers against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from all acts or omissions of Contractor, or its officers, agents or employees in rendering services under this Agreement; excluding however, such liability, claims, losses, damages or expenses arising from the City's sole negligence, or willful acts. The provisions of this paragraph shall survive termination or suspension of this Contract. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance requirements of this agreement. City approval of the Insurance required by this Agreement does not in any way relieve the Contractor from liability under this section.

18. CONTRACTOR TO PROVIDE INSURANCE

Contractor agrees to have and maintain the policies set forth below, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. Minimum Scope and limit of Insurance

1. ***Commercial General Liability (CGL)***: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. ***Automobile Liability***: Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. ***Workers' Compensation*** as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. If Contractor has no employees, Contractor must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits.

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If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. **OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. ***Additional Insured Status***. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. ***Primary Coverage***. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. ***Notice of Cancellation***. Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days' for notice of cancellation due to non-payment.

4. ***Waiver of Subrogation***. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. ***Self-Insured Retentions***. Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase

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coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6. ***Acceptability of Insurers***. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7. ***Claims Made Policies***. If any of the required policies for professional liability insurance provide claims-made coverage:

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

8. ***Verification of Coverage***. Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. ***Subcontractors***. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

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10. ***Special Risks or Circumstances***. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. GENERAL/MISCELLANEOUS PROVISIONS:

A. **Contract Documents**. This agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written agreement 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 written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity**. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records**. Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. **Entire Agreement**. This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. No alteration or modification of this agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. **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

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agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver**. Neither City's acceptance of, or payment for, any 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.

G. **Notice**. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:	City of Rocklin Public Works Department 4081 Alvis Court Rocklin, CA 95677 City of Rocklin Office of the City Attorney 3970 Rocklin Road Rocklin, CA 95677
Contractor:	Blue Tent Farms, LLC, dba Western Grazers 859 Washington Street #259 Red Bluff, CA 96080

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

I. **Attorney's Fees**. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

J. **Power and Authority to Enter into Agreement**. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any

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entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

K. **Counterparts; Electronic Signatures**. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include **digital electronic signatures** (DocuSign). The use of digital **electronic signatures** and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

L. **Exhibits**. All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

CONTRACTOR

By: _____
Tim Arrowsmith, Managing Partner

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

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ATTEST:

By: DocuSigned by: Avinta Madhukanda-Singh 88A95AD69CB047E...
Avinta Singh, City Clerk

APPROVED AS TO FORM:

By: _____
Daniel Cucchi, Acting Asst. City Attorney

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EXHIBIT A

Contractor Proposal/Scope of Work

ACCESS

City-owned open space properties anticipated for grazing are divided into Sections A, B, C, D, and E totaling of approximately 972 acres. Additional open space properties may be appended to the contract.

The City shall furnish access to open space sites to assist in carrying out each specific project assignment. The City will provide keys necessary for accessing gates leading to the open spaces. The keys will be returned at the end of the contract term. Gates shall be closed and locked when not in use. The Contractor shall respect public and private properties and boundaries at all times.

ANIMALS

The Contractor shall supply, utilize, and care for the herd of adequate size to achieve the City's objectives within the City's timeframe and schedule. The Contractor shall be responsible for maintaining all animals in good health and complying with the City of Rocklin's Weed Abatement and Open Space Management Grazing Program Regulations and Permit Conditions.

The Contractor shall utilize a licensed Veterinarian and provide the City the name, contact information, as well as the license number of the Veterinarian prior to the start of grazing season. Grazing animals shall consist of goats, sheep, or any combination of both. Guardian dogs and/or herding dogs may be used in support of grazing activities.

All operations shall be carried out in accordance with best animal management and husbandry practices.

All grazing animals owned by the contractor, will be certified disease free, healthy, well-nourished and free of internal and external parasites, Caprine Arthritis Encephalitis (CAE) free for goats, Ovine Progressive Pneumonia (OPP) for sheep, and current on vaccinations for disease prevention. The licensed veterinarian, prior to the job, will inspect all grazing animals and perform blood testing at the cost of the contractor.

The City shall receive copy of veterinarian records for all grazing animals to be utilized on the project upon request. Testing should continue every 2-3 years following the initial test to ensure the herds overall health and well-being.

All working dogs, including guardian and herding dogs, shall be current on vaccines and microchipped. Proof of vaccines and microchipping must be submitted to City prior to the start of grazing season.

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If any animal dies during the grazing season, it shall be disposed of offsite within 48 hours or less. Contractor's dead animals cannot be buried on City property, disposed of in City trash receptacles, or left to decompose on City property.

No lambing, or kidding will be permitted on City property.

COMMUNICATION

The Contractor shall be available by phone, 24 hours a day, 7 days a week, and be responsive to immediate needs or emergency situations while grazing animals are present within the City. If the Contractor utilizes non-English speaking staff, the Contractor shall provide a communication plan that describes how communication with non-English speaking staff will be facilitated.

DAMAGES

The Contractor shall be responsible for any damage that occurs to property, public or private, that is a result of Contractor negligence and/or is damaged through the normal course of work. In the event that damage has occurred, the Contractor is to notify the City and property owner immediately and develop a plan to bring the site back to its initial condition. Should the City discover a location that has not been left in its initial condition, and the City has not been notified by the Contractor, the Contractor will be notified in writing to bring the site back into compliance.

The Contractor and its employees act as an agent of the City of Rocklin and represent the City in the performance of their work. Only Contractor's employees are allowed on City premises where work is being performed. The City shall have the right to have the Contractor remove employees from assignment to City facilities that are deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest, create a risk of liability to the City, or whose actions are inconsistent with the best interest of the City.

EQUIPMENT AND SUPPLIES

The Contractor shall provide animals for grazing of vegetation, herdsman and all tools, materials, parts, and equipment for the on-site management of animals twenty-four hours a day, seven (7) days a week for the duration of the project.

FENCING

The Contractor shall be responsible for installing temporary electric fencing (netting) around the entire perimeter of each active grazing site within the open space areas to contain the grazing animals and to protect adjacent properties unless otherwise approved by the City. Refer to the permit requirements for signage language as well as signage distance requirements.

PERMIT

The Contractor shall be responsible for complying with the City of Rocklin's Weed Abatement and Open Space Management Grazing Program Regulations and Permit Conditions. The

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Contractor shall work with the City in obtaining a grazing permit through the Rocklin Fire Department.

ROAD CROSSINGS & CLEAN UP

The Contractor shall be responsible for transportation of animals to and from each location. If crossing a road is necessary to move animals from one open space to another open space, the Contractor will notify Animal Control/Rocklin Police Department in advance of such event. Following a road crossing, the Contractor shall clean up debris and fecal matter that may have accumulated on the roadway, sidewalk, curb and gutter during the road crossing. Clean up shall occur in in a timely manner and use dry methods to limit impacts to stormwater runoff.

SIGNAGE

Signage shall be posted at each campsite in the form of an A-frame barricade, banner, or other method that identifies the Contractors business name and corresponding phone number. Signage shall also include a general description of purpose for grazing activities and how to avoid negative interactions with the animals. Signage shall be in public view and reasonably visible to pedestrians.

Contractor will post signs every 165 feet warning the public of electric fencing and stating the business name with a 24hr. contact phone number, per the Weed Abatement and Open Space Management Grazing Program Regulations and Permit Conditions issued by the Fire Department.

STAGING LOCATIONS

The Contractor shall utilize staging locations, including campsites, restrooms, equipment storage, loading/unloading, and inspection/wellness locations, on public property that are in agreement with City staff. Visual and audible impacts to adjacent private property shall be minimized to extent feasible.

VEGETATION REDUCTION AND BIOLOGICAL RECOMMENDATIONS

Grazing animals are intended to reduce vegetation to an approximate height of four (4) inches, including shrubbery, grasses, and brush as feasible, as determined by the City. Annual thatch monitoring is performed following completion of the grazing season. Residual dry matter (RDM) is evaluated on an annual basis and used to determine grazing pressure recommendations. The Contractor shall incorporate grazing pressure recommendations, in addition to other biological recommendations regarding environmentally sensitive species, habitats, or other best practices to help achieve the goals of the open spaces.

WATER SOURCES AND SUPPLEMENTAL FEED

The Contractor shall be responsible for providing water for the grazing animals, guardian dogs, and herding dogs. The Contractor shall be required to obtain and use, at their own expense, a portable water meter from Placer County Water Agency to access fire hydrants as a source of water. The use or access to private water sources are not permitted.

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If necessary, supplemental feed may be used at the Contractors expense. Supplemental feed shall be placed away from naturally occurring surface water and any environmentally sensitive habitats. Supplemental feed shall be "weed free" to prevent the introduction of invasive plant species.

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GRAZING PROGRAM REGULATIONS AND PERMIT CONDITIONS

Purpose; Permit Required

A. The City of Rocklin Weed Abatement and Open Space Management Grazing Program ("Grazing Program") implements Rocklin, California Municipal Code **Chapter 6.36 – LIVESTOCK**; **6.36.050 – Grazing animals utilized for weed abatement**, and **6.36.040 – Restrictions**. Chapter 6.36.050 – Grazing animals utilized for weed abatement allows Grazing Animals (limited to goats and sheep) to graze open space, wetlands, and other appropriate areas of natural vegetation on a short-term basis. For the purposes of this program and these regulations, any specific reference to grazing animals, goats or sheep shall be interpreted to include both goats and sheep.

B. Grazing Animals, as permitted by the Grazing Program, shall only be used for the purpose of removing potentially combustible vegetation and shall not be kept as pets within the City of Rocklin.

C. It shall be unlawful for any landowner, herdsmen, contractor or any other person to engage in or carry on, or to permit to be engaged in or carried on, in or upon any land within the City, grazing activities utilizing any grazing animals unless the person first obtains and continues to maintain in full force and effect a Grazing Program permit issued by the City of Rocklin Fire Department; except if the keeping of such animals is otherwise consistent with the City of Rocklin zoning requirements.

D. The Grazing Program permit shall be completed by both the grazing contractor and the landowner, and they shall submit the completed application to the issuing department (Rocklin Fire Department). The issuing department's director (Fire Chief or his or her designee) shall either grant or deny the permit application within 20 calendar days of the day the completed application is submitted.

E. Prior to issuance of the Grazing Program permit, pre-grazing photos of the grazing site shall be provided to the City of Rocklin Fire Department. Within 10 days of the completion of the grazing activities, post-grazing photos shall be taken and submitted to the Rocklin Fire Department. Failure to submit pre- and post-grazing photos shall be grounds for denial of any subsequent permit applications by the grazing contractor and/or landowner of record.

F. The issuing department (Rocklin Fire Department) or their designee shall schedule and conduct regular inspections of grazing sites to ensure that permit conditions are met. The contractor shall be responsible for attending scheduled inspections and failure to do so shall be grounds for revocation of the Grazing Program permit.

G. Effective January 1, 2022 the City of Rocklin has implemented the following fee schedule located at https://www.rocklin.ca.us/pod/fee-schedule. Please refer to pages 35-39 for the **Public Safety Fire Department Services and Inspection fees** that are required for Grazing Permits. **The current Grazing Permit fee is based on acreage** for privately owned properties *(schools are exempt from fees but must still complete an application.)* Please attach a check made payable to the City of Rocklin along with the completed Grazing Permit Application.

H. Applications may be submitted directly to the Rocklin Fire Department, Fire Administration office, located at 4060 Rocklin Road, Rocklin, CA 95677. The Fire

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Administration office is open Monday through Friday between 8:00 a.m. and 5:00 p.m. and can be reached at (916) 625-5300. Please call ahead to coordinate application drop off and approval processing.

Care and Control of Animals

A. The Contractor shall supply, utilize, and care for animals to graze the designated areas agreed to between the landowner and the Contractor.

B. The Contractor is completely responsible for, and shall pay all costs necessary to ensure the health and safety for the animals and to comply with any applicable federal and state animal health requirements.

C. All animals will be healthy, well-nourished and free of internal and external parasites, and current on vaccinations for disease prevention. Grazing contractors shall monitor livestock on a daily basis. Any sick or injured animals should be treated and removed from the project if necessary. If veterinary care for any animal is required, the Contractor shall be responsible for costs incurred. Any animals that die during this project shall promptly be removed and disposed of off-site by the Contractor.

D. The contractor and landowner shall coordinate to ensure access to a supply of drinking water for all animals working on the project. This may include streams, creeks, ponds, or portable water tanks.

Nature of the Operation

A. The Contractor shall provide all personnel, tools, equipment, materials, means of transportation, and support facilities necessary for the onset management of the animals and support of herdsmen, including a clean and adequate water supply for the animals.

B Contractor shall conduct grazing activities in a manner which keeps all animals under herdsmen's control and appropriately confined within paddocks using portable electric fencing except when moving between grazing locations. The City or land owner, reserves the right to have Contractor remove from the grazing site any animal which creates a noise nuisance or habitually escapes confinement or control of the herdsmen.

Environmental Management and Indemnification

A. Any species of plants or trees to be protected from animal grazing should be identified prior to the start of grazing. Soil erosion is to be avoided and animals shall be moved immediately if any evidence of erosion damage is visible.

B. Landowner shall be responsible for identifying environmentally sensitive areas within the grazing site. The Contractor shall ensure that no animal grazing occurs in identified environmentally sensitive areas.

C. Landowner and Contractor hereby agree, jointly and severely, to defend, indemnify and hold harmless City and its officers, officials, employees, agents, consultants, subcontractors and volunteers from and against any and all claims, damages, losses and expenses including without limitation attorney fees, expert fees and related costs arising out of or relating to violations or alleged violations of any rule, regulation, or statute protecting environmentally sensitive areas or plant or animal species of any kind whatsoever in undertaking the grazing activities authorized by this permit.

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Herdsmen

A person employed by the Contractor shall be on or near the work site during the entire time of this project. Living accommodations such as a portable self-contained living trailer (e.g., tent trailer, trailer, 5th wheel, camper shell or motor home) shall be provided by the Contractor for this person. The herdsmen shall have a cell phone provided by the Contractor for communication. The herdsmen shall not smoke or use open fires for cooking. The campsite shall be kept clean and near the current grazing paddock. Movement of the camp is the responsibility of the Contractor.

Herd Control and Predator Deterrence

The Contractor may use dogs, or upon approval by the City, other appropriate animals for herd control and predator deterrence. The Contractor's dogs may work off leash in order to accomplish this scope of work. All dogs used for this purpose shall be vaccinated for rabies and shall have a certificate of vaccination by a licensed veterinarian.

Signage

Signage identifying the contractors business name and a 24 hour contact phone number shall be required every 165' on all sides of the paddock area where there is the potential of public accessibility. The intent is that citizens and neighbors first address their questions and concerns directly with the contractor.

Contractor Insurance Requirements

A. During the term of this permit and any extension thereof, the Contractor shall obtain and thereafter maintain at least the minimum insurance coverage as set forth below:

1. Worker's Compensation: Statutory Limits;
2. Commercial General Liability: $2,000,000 combined single limit; and
3. Commercial Automobile Liability: $1,000,000 combined single limit.

B. All insurance required hereunder shall:

1. Provide that it is primary to and not contributing with, any policy of insurance carried by City or Landowner covering the same loss;
2. Include an endorsement providing that written notice shall be given to Landowner at least thirty (30) days prior to termination, cancellation, or reduction of coverage in such policy. (10 day non-payment is OK)
3. Include an endorsement waiving all rights of subrogation against City and Landowner;
4. Include an endorsement in substance and form satisfactory to City, naming City and Landowner as an additional insured; and
5. Be procured from companies that are licensed in the State of California and that are reasonably acceptable to City.

C. Contractor shall provide City with a certificate of insurance evidencing that Contractor has obtained all insurance required under this permit prior to commencement of any work or activity at the Grazing Site.

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D. The amount of coverage of insurance obtained by Contractor pursuant to these Permit requirements shall not limit Contractor's liability nor relieve Contractor of any obligation or liability resulting from activities related to this permit.

Indemnification Provisions

A. Contractor understands the nature of the work to be performed under this permit, has inspected the site where the work is to be performed, and understands any potential dangers incidental to performing the work at the site. Contractor hereby voluntarily releases, discharges, waives, and relinquishes any and all actions and causes of action for personal injury (including death) or property damage occurring to himself/herself arising out of or as a result of performing the work under this permit. Contractor agrees to defend, indemnify and hold harmless the City of Rocklin, its officers, employees and volunteers, from any claims, demands, damages, costs, expenses or liability for personal injury (including death) or property damage, arising out of or connected with his/her work under this permit or issuance of this permit. Contractor agrees that under no circumstances will he/she, or his/her heirs, executors, administrators and assigns prosecute or present any claim against the City of Rocklin or any of its officers, employees or volunteers for person injury (including death) or property damage, including those which arise by the negligence of the City of Rocklin or any of said persons, whether passive or active. The indemnification provisions of this section shall not be construed to require Contractor to indemnify against liability for claims, damages, losses, or expenses arising out or relating to trespassers or other persons entering or using the grazing site for purposes unrelated to the grazing activities related to this permit.

B. Landowner shall indemnify, defend and hold harmless City and its officers, officials, employees, agents, consultants, subcontractors and volunteers from and against any and all claims, damages, losses and expenses including without limitation attorney fees, expert fees and related costs arising out of or relating to the activities authorized by this permit. Landowner agrees that under no circumstances will he/she, or his/her heirs, executors, administrators and assigns prosecute or present any claim against the City of Rocklin or any of its officers, employees or volunteers for person injury (including death) or property damage, including those which arise by the negligence of the City of Rocklin or any of said persons, whether passive or active.

Denial or Revocation; Appeal Process

A. The requirements, regulations and provisions set forth above shall be deemed conditions imposed upon every grazing management permit approved, and failure to comply with every such requirement shall be grounds for suspension, revocation or other action on the permit issued pursuant to these regulations.

B. Failure to comply with any and all requirements will result in escalating enforcement including a verbal warning followed by a written warning and finally revocation of the permit. Contractors who have had a permit revoked in the previous year shall not receive a warning prior to revocation or suspension. Revocation of a grazing permit in a previous year shall be grounds for denial of future permit applications.

C. The denial or revocation of a grazing permit by the issuing department's director (Fire Chief or his or her designee) may be appealed by the applicant or permit holder to the city manager. The appeal must be filed in writing with the city clerk not later than the fifteenth day after the date

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notice of the director's decision is mailed to the applicant or permit holder. On receipt of an appeal, the city clerk shall set the matter for hearing occurring within fifteen days after receipt of the appeal. Notice of the hearing shall be mailed to the applicant or permit holder, at least three days before the hearing. On appeal, the city manager may hear and determine the matter as if it were an original application. The city manager shall issue a decision in writing within 20 calendar days from the date of the appeal hearing. The City Manager's determination of the matter shall be final.

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Grazing Permit Application

LANDOWNER INFORMATION		
Landowner Name:		
Street Address:		
City, State, Zip Code:		
Telephone Number:	( )	
Email Address:		
Emergency Contact Name and Phone Number:		( )

By signing below, the Landowner agrees that all work to be performed shall comply with the City's Weed Abatement and Ope Space Management Grazing Program requirements, including requirement to indemnify and hold the City harmless from clain arising from the Landowner's grazing activities and any other applicable City, State or Federal regulations, including, but not limited to, specific conditions incorporated into applicable conservation easement provisions.

Landowner's Signature _____ Date _____

CONTRACTOR INFORMATION		
Contractor Name:		Driver License No.:
Street Address:		
City, State, Zip Code:		
Telephone Number:	( )	
Email Address:		
Emergency Contact Name and Phone Number:		( )

By signing below, the Contractor agrees that all work to be performed shall comply with the City's Weed Abatement and Ope Space Management Grazing Program requirements, including requirement to indemnify and hold the City harmless from clain arising from the Contractor's activities authorized by this permit and any other applicable City, State or Federal regulations, including, but not limited to, specific conditions incorporated into applicable conservation easement provisions.

Contractor's Signature _____ Date _____

FIRE DEPARTMENT USE ONLY *Permit Issued by:*

Print Name and Title: _____

Signature: _____ Date: _____

- ☐ Proof of Insurance Received Date:_____
- ☐ Pre-Grazing Photos Received Date:_____
- ☐ Post-Grazing Photos Received Date:_____
- ☐ Rocklin Business License No:_____
- ☐ Permit Fees Paid:_____

❑ Fire-Original ❑ Applicant-Copy ❑ Animal Control-Copy ❑ Public Services-Copy ❑ Code Enforcement-Copy

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PLEASE PROVIDE THIS INFORMATION FOR EACH GRAZING SITE. ATTACH MULTIPLE COPIES OF THIS PAGE IF NECESSARY.

GRAZING SITE INFORMATION	
Location:	
Area/Acres to be Grazed:	
Map Attached:	☐ Yes ☐ No
Description of the vegetation and/or fuels abated:	
Expected Start Date:	
Expected End Date:	
Number of Animals:	
If animals will be moved across a public street, list street name(s):	

Conditions of Approval

FIRE DEPARTMENT USE ONLY *Permit Terminated by:*

Print Name and Title: _____

Signature: _____ Date: _____

☐ PERMIT TERMINATION EFFECTIVE Date: _____

☐ Non-Compliance of Permit Regulations and Conditions

☐ Violation of RMC 6.36: _____

☐ Other: _____

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EXHIBIT B

Schedule of Performance

The initial contract will be for a term of three (3) years from the date of award. The City may renew the contract for up to two (2) additional years, one year at a time, at its sole discretion. Sixty days prior to the expiration date of the current contract, the City may re-negotiate out-year pricing (increases and/or decreases) based on market fluctuations.

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EXHIBIT C

Schedule of Fees

This Agreement is for an amount not to exceed total sum of One Million, Five Hundred and Thirty-Nine Thousand, One Hundred and Fifty-Eight Dollars ($1,539,158.00).

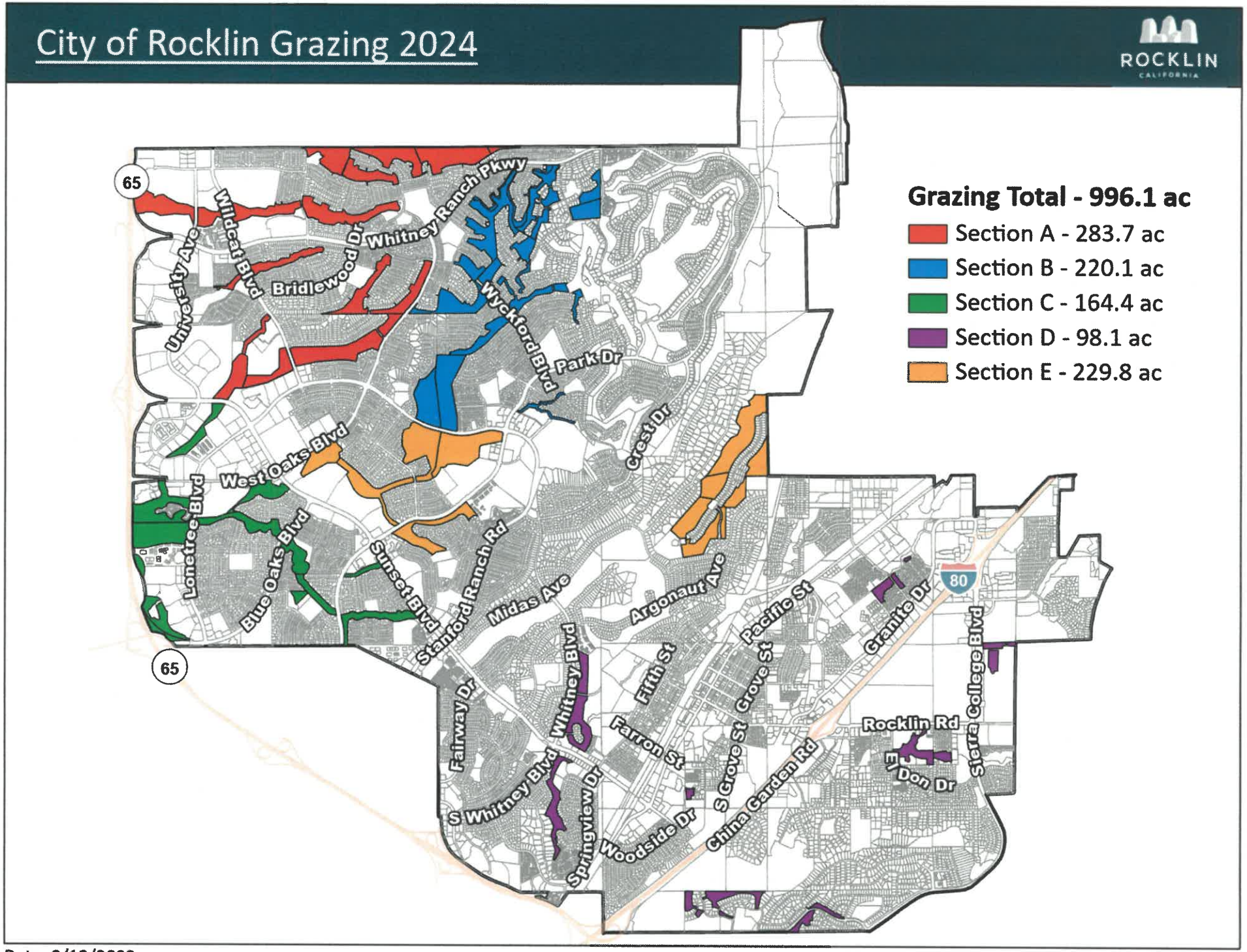
Section	Estimated Acreage	Price Per Acre	Jan. 2024 - Dec. 2024	Jan. 2025- Dec. 2025	Jan. 2026- Dec. 2026
Section A (CFD 5)	283.7	$495.00	$140,431.50	$146,048.00	$151,889.00
Section B (CFD 5)	220.1	$495.00	$108,949.50	$113,306.00	$117,838.00
Section C (CFD 6)	164.4	$495.00	$81,378.00	$84,633.00	$88,018.00
Section D (CFD 5)	98.1	$495.00	$48,559.50	$50,501.00	$52,521.00
Section E (CFD 5)	229.8	$495.00	$113,751.00	$118,301.00	$123,033.00
TOTAL			**$493,070.00**	**$512,789.00**	**$533,299.00**

If the term of the contract is extended beyond the initial one-year term, any requests made by the Contractor for a price increase must be fully documented utilizing an appropriate Consumer or Producer Price Index or other relevant market data to justify a price change, not to exceed 4%. In its request for price increases Contractor shall cite sources, specific conditions, and document how those conditions affect the cost.

Price adjustments will not be automatic. They must be mutually agreed upon by both the City and the Contractor. The City will review the proposed pricing and determine if it is allowable, fair, reasonable, and in the best interest of the City to extend the agreement.

The City Manager or their Designee is authorized to add/delete square acreage as the City increases/decreases open space areas.

City of Rocklin Grazing 2024



Date: 9/19/2023

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EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

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

CONTRACTORS

By: _____
[Title]

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RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of completing the work in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the City for this project, the Bidder agrees to comply with and to be bound by this procedure.

1. If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

2. Within five (5) calendar days after the opening of Bids, Bidder shall provide a written notice to the City of any and all mistakes regarding the Bid for which a Bidder requests relief.

3. No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

4. If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

5. Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

Blue Tent Farms LLC
Contractor

3/6/24
Date

Signature

CHANGE ORDER

CHANGE ORDER NO.: Year 1 – CO-01 (SWRA)	PROJECT NAME: City Grazing Services (Resolution 2024-056)
DATE OF ISSUANCE: 06/01/2024	CONTRACTOR: Blue Tent Farms, LLC

You are directed to make the following changes to the plans and specifications or do the following work not included in the plans and specifications on this contract.

1.) Effective June 01, 2024, add 20.8 acres for SWRA to the existing grazing contract. 20.8 acres @ $495.00 per acre = $10,296.00 per year for Year 1, January – December 2024.

JUSTIFICATION: Resolution 2024-056 was approved by City Council on February 27, 2024, authorizing the City Manager to execute an agreement with Blue Tent Farms, LLC, for the 2024 Grazings Services and authorizes the City Manager to add/delete square acreage as the City increases/decreases open space areas.

CHANGE TO CONTRACT PRICE	CHANGE TO CONTRACT TIME
1st Period January 01, 2024 – December 31, 2024 Original Year 1 Contract Price: **$493,070.00:** Year 1 January 01, 2024 – December 31, 2024	Original Contract Time: January 01, 2024 – December 31, 2026
Current Contract price, as adjusted by previous change orders: same as above.	Current contract time, as adjusted by previous change orders: same as above
The Contract Order Price due to this Change will be increased by: **$10,296.00** for Year 1, January 01, 2024 – December 31, 2024	The Contract Time due to this Change Order will be increased/decreased by: same as above
Due to this Change Order, the new Contract Price for Year 1 will be: **$503,366.00** for January 01, 2024 – December 31, 2024 detailed as follows: - Section A (CFD 5): $140,431.50 - Section B (CFD 5): $108,949.50 - Section C (CFD 5): $81,378.00 - Section D (CFD 5): $48,559.50 - Section E (CFD 5): $113,751.00 - **Section F (GF): $10,296.00 (NEW – SWRA)**	The new Contract Time due to this Change Order will be: same as above

NOTE: TO BE EFFECTIVE, THIS ORDER MUST BE APPROVED BY THE CITY MANAGER,

Requested by: Shawn Darling, Parks & Recreation Manager	Approved by: Aly Zimmermann, City Manager
Date: 6/4/24	Date: 06/04/2024

We, the undersigned contractor, have given careful consideration to the change proposed, and agree, if the proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified and will accept as full payment therefore the prices shown above.

Accepted by: Blue Tent Farms, LLC (Contractor)	Date: 5/3/24

CHANGE ORDER

CHANGE ORDER NO.: Year 1- CO-02	PROJECT NAME:City Grazing Services (Resolution 2024-056)
DATE OF ISSUANCE: 6/01/2024	CONTRACTOR: Blue Tent Farms. LLC

You are directed to make the following changes to the plans and specifications or do the following work not included in the plans and specifications on this contract.

1) Effective June 01 2024, add 2.52 acres of City owned and maintained open space located off Schriber Way and Lakepoint Dr in Section D (CFD 5) @ $495.00 per acre = **$1,247.40.**

JUSTIFICATION: RESOLUTION 2024-056 WAS APPROVED BY THE CITY COUNCIL ON FEBRUARY 27, 2024 AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BLUE TENT FARMS, LLC. FOR THE 2024 GRAZING SERVICES AND AUTHORIZES THE CITY MANAGER TO ADD/DELETE ACREAGE AS THE CITY INCREASES/DECREASES OPEN SPACE AREAS.

CHANGE TO CONTRACT PRICE	CHANGE TO CONTRACT TIME
Original Contract Price: **$439,070**	Original Contract Time: January 01, 2024 December 31, 2024
Current Contract price, as adjusted by previous change orders: **$503,366.00**	Current contract time, as adjusted by previous change orders: same as above
The Contract Price due to this Change Order will be increased/decreased **by $1,247.40 added to section D (CFD5)**	The Contract Time due to this Change Order will be increased/decreased by days: same as above
The new Contract Price due to this Change Order will be: **$ 504,612.90** -Section A (CFD 5): $140,431.50 -Section B (CFD 5): $106,949.50 -Section C (CFD 6): $81,378.00 -Section D (CFD 5): $49,806.90 -Section E (CFD 5): $113,751.00 -Section F (GF): $10,296.00 (SWRA)	The new Contract Time due to this Change Order same as above

NOTE: TO BE EFFECTIVE, THIS ORDER MUST BE APPROVED BY THE CITY MANAGER OR HIS DESIGNEE

Requested by: Justin Nartker, Director of Public Works	Approved by: Aly Zimmermann, City Manager 06/04/2024

We, the undersigned contractor, have given careful consideration to the change proposed, and agree, if the proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted by: Tim Arrowsmith, Blue Tent Farms, LLC (Contractor)	Date: 6/2/24

CHANGE ORDER

CHANGE ORDER NO.: Year 1- CO-03	PROJECT NAME:City Grazing Services (Resolution 2024-056)
DATE OF ISSUANCE: 8/15/2024	CONTRACTOR: Blue Tent Farms, LLC

You are directed to make the following changes to the plans and specifications or do the following work not included in the plans and specifications on this contract.

1) Effective August 15, 2024, add 1.32 acres of City owned and maintained detention basin located off Schriber Way in Section D (CFD 5) @$495.00 per acre = $653.40.

JUSTIFICATION: Resolution 2024-056 was approved by the City council on February 27, 2024 authorizing the City Manager to execute an agreement with Blue Tent Farms, LLC, for the 2024 Grazing Services and authorizes the City Manager to add/delete acreage as the City increases/decreases open space areas.

CHANGE TO CONTRACT PRICE	CHANGE TO CONTRACT TIME
Original Contract Price: **$493,070**	Original Contract Time: January 01, 2024-December 31, 2026
Current Contract price, as adjusted by previous change orders: **$504,612.90**	Current contract time, as adjusted by previous change orders: same as above
The Contract Price due to this Change Order will be increased by **$653.40 added to section D (CFD5)**	The Contract Time due to this Change Order will be increased/decreased by days
The new Contract Price for 2024 due to this Change Order will be: **$ 505,266.30** -Section A (CFD 5): $140,431.50 -Section B (CFD 5): $108,949.50 -Section C (CFD 6): $81,378.00 -Section D (CFD 5): $50,460.30 -Section E (CFD 5): $113,751.00 -Section F (GF): $10,296.00 (SWRA)	The new Contract Time due to this Change Order same as above

NOTE: TO BE EFFECTIVE, THIS ORDER MUST BE APPROVED BY THE CITY MANAGER OR HIS DESIGNEE

Requested by: Justin Nartker, Director of Public Works	Approved by: Aly Zimmermann, City Manager

We, the undersigned contractor, have given careful consideration to the change proposed, and agree, if the proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified and will accept as full payment therefore the prices shown above.

Accepted by: Tim Arrowsmith, Blue Tent Farms, LLC. (Contractor)	Date 8/15/24

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: West Rocklin Annexation Area Pre-Zoning / PZ2024-0001

Date: February 11, 2025

Submitted By: Anna Leanza, Principal Planner
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:
Conduct a Public Hearing and Consider the Following Action:

Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Approving a Zoning Ordinance Amendment to Pre-Zone Two Parcels within the West Rocklin Annexation Area (West Rocklin Annexation Area Pre-Zoning/PZ2024-0001).

Background:
The staff report is included as Attachment 1 in order to maintain the integrity of the formatting.

ATTACHMENTS:
1. Staff Report
2. Ordinance

City Council Staff Report

Subject: West Rocklin Annexation Pre-Zoning

Date: February 11, 2025

Submitted By: Anna Leanza, Principal Planner
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:
Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Approving a Zoning Ordinance Amendment to Pre-Zone Two Parcels within the West Rocklin Annexation Area (West Rocklin Annexation Area Pre-Zoning/PZ2024-0001).

Application Request/Project Description:
Staff recommends approval of an ordinance to pre-zone two parcels, formerly part of the Caltrans right-of-way along State Route 65, totaling 6.28 acres. The pre-zoning is a prerequisite for the City to submit to the Placer County Local Agency Formation Commission (LAFCO) a formal application for the annexation of the two parcels. If the City Council approves the Ordinance, the Ordinance will become effective after, **and only if**, the LAFCO approves the annexation of the parcels. If LAFCO approves the annexation of the parcels into the City, the prezoning designations for the two parcels recommended by staff will become the zoning, with no further action needed by the City. Staff has included language in the Ordinance indicating it would be effective subject to the LAFCO approval of the annexation.

Staff recommends that Parcel 1 (Assessor's Parcel Number (APN) 365-020-076) be pre-zoned Planned Development 24 Units Per Acre Minimum (PD-24+) and Open Space (OS), to accommodate an entitled multi-family residential project known as the West Oaks Apartments, and that Parcel 2 (APN 017-276-003) be pre-zoned Planned Development Business Professional/Commercial (PD-BP/C) and Open Space (OS), to become consistent with the existing zoning designations to the north.

Summary of Planning Commission Hearing and Action:
On January 7, 2025, the Planning Commission (Commission) considered the proposed ordinance to pre-zone two parcels. The pre-zoning is a prerequisite for the City to submit to the Placer County Local Agency Formation Commission (LAFCO) a formal application for the annexation of the two parcels. A Resolution of Intent to Annex, another prerequisite

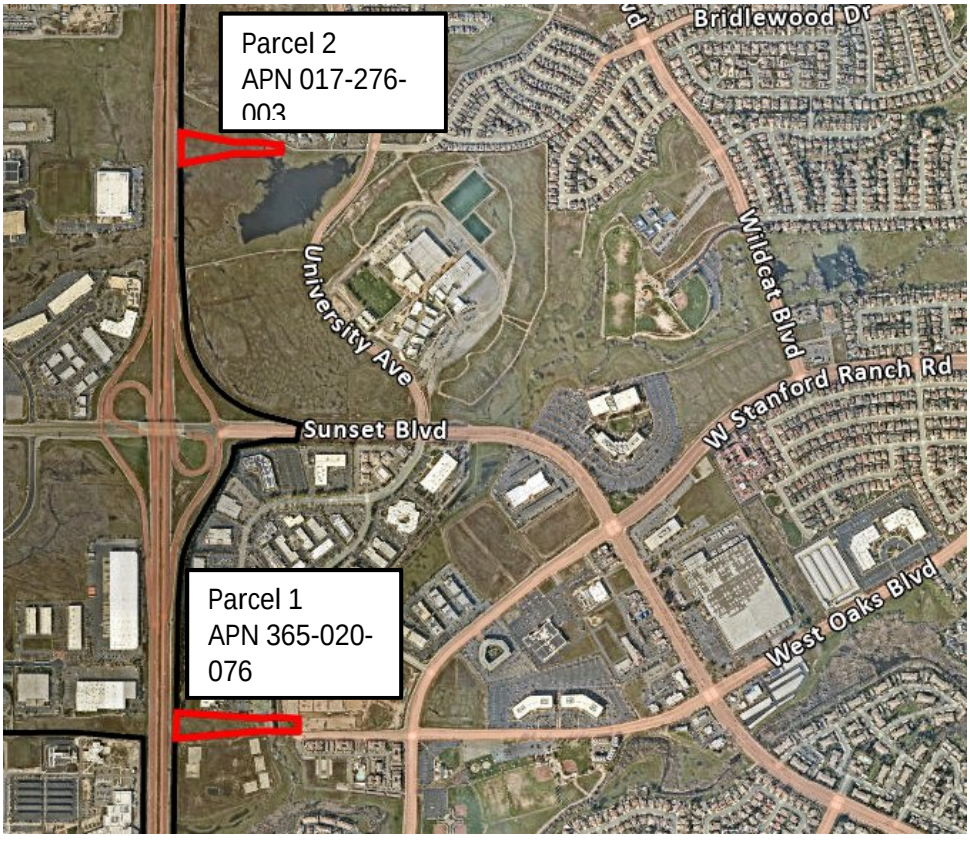
of an application for annexation, was approved by City Council on August 13, 2024 via Resolution No. 2024-190.

Following staff's presentation, the Commission opened the public hearing. No members of the public commented on the item. The Commission voted 5-0 to approve a resolution recommending City Council approval of an ordinance to pre-zone the two parcels.

Project Ownership and Applicant:
The property owner for Parcel 1 is Black Iris LLC. The property owner for Parcel 2 is William Jessup University.

Location and Site Characteristics:
The pre-zoning pertains to two, geographically separate, parcels located along the easterly edge of the State Route 65 right of way. Parcel 1 is located at the westerly terminus of West Oaks Boulevard and is approximately 3.4 acres (APN 365-020-076). Parcel 2 lies west of University Avenue and south of Orchid Drive (APN 017-276-003), and is approximately 2.9 acres (**Figure 1**).

Figure 1. Project Location



The parcels proposed for annexation were formerly Caltrans rights-of-way (ROW), acquired by Caltrans when State Route 65 was originally constructed, and intended to accommodate street overcrossings of the freeway. After determining the overcrossings

would not be necessary, Caltrans declared the properties as surplus and sold them to private buyers.

Parcel 1, is contiguous to 12.5 acres located just south of Parcel 1, which is designated for high density residential development at a minimum density of 24+ dwelling units per acre. On January 23, 2024, the City Council approved a 371-unit multi-family development, the West Oaks Apartments project, by Resolution Nos. 2024-36, -37 and -38. As the approved project includes the parcel that is not currently in the City of Rocklin's city limits, the approvals for that project are contingent upon the successful annexation of the former Caltrans ROW portion of the site into the City.

Parcel 2 is owned by Jessup University and due to its size and shape, staff believes the ultimate development of that parcel will be greatly facilitated by its annexation into the City of Rocklin. To date, there has not been discussion of any potential development of the property, alone or in combination with an adjacent parcel. Given the above, staff and the property owner believe that including Parcel 2 is a logical addition to the on-going annexation efforts.

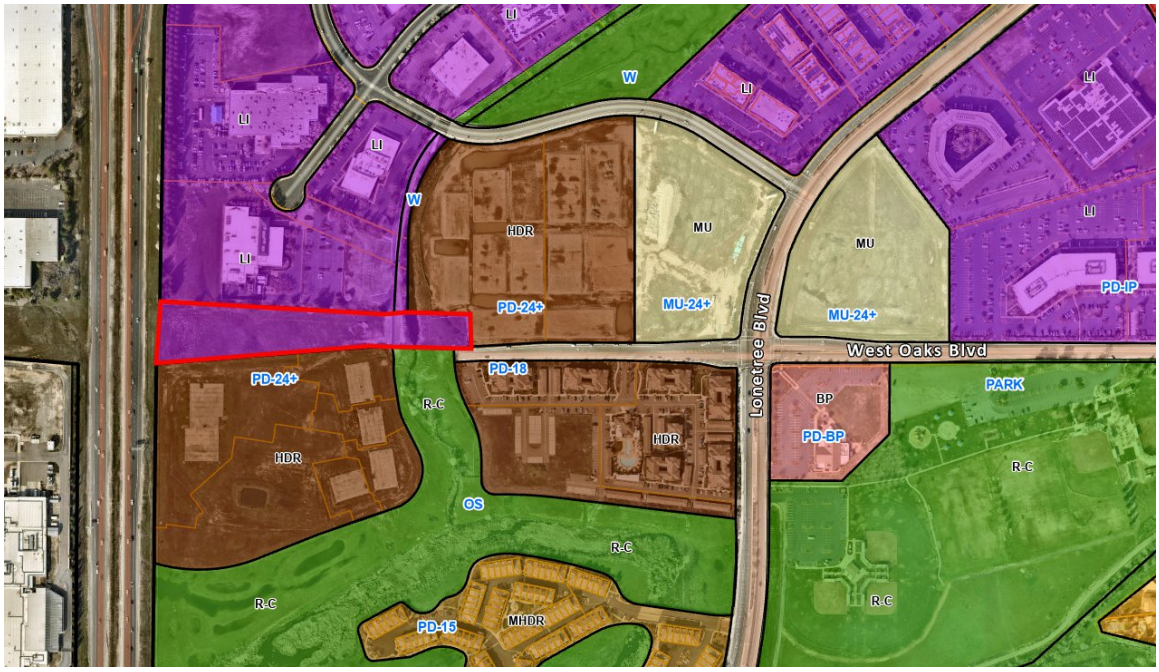
The proposed annexation sites are generally flat and covered with native and naturalized grasses and other vegetation. Unnamed seasonal drainages cross the easterly portions of both sites, before flowing into a larger seasonal wetland to the south. Both parcels are vacant and there is no evidence that either of the sites have been previously developed.

Surrounding Land Uses:
Parcel 1 is bounded by industrial uses to the north, a mostly vacant site to the south (previously developed with building foundations), the approved, but yet to be constructed, multi-family residential project known as Lonetree Apartments Phases 1 and 2 to the east, and State Route 65 to the west. See **Table 1** and **Figure 2** for surrounding land use and zoning designations.

Table 1. Parcel 1 Surrounding Uses

	Current Use	Current General Plan Designation/Zoning
Project Site	Vacant	Light Industrial (LI) / No City Zoning
North	Industrial Buildings	Light Industrial (LI) / Planned Development-Light Industrial (PD-LI)
South	Vacant	High Density Residential (HDR)/Planned Development 24+ Dwelling Units per Acre (PD-24+)
West	State Route 65	No City General Plan Designation or Zoning
East	Vacant	High Density Residential (HDR) / Planned Development 24+ Dwelling Units per Acre (PD-24+)

Figure 2. Parcel 1 Surrounding Land Use Designations and Zoning



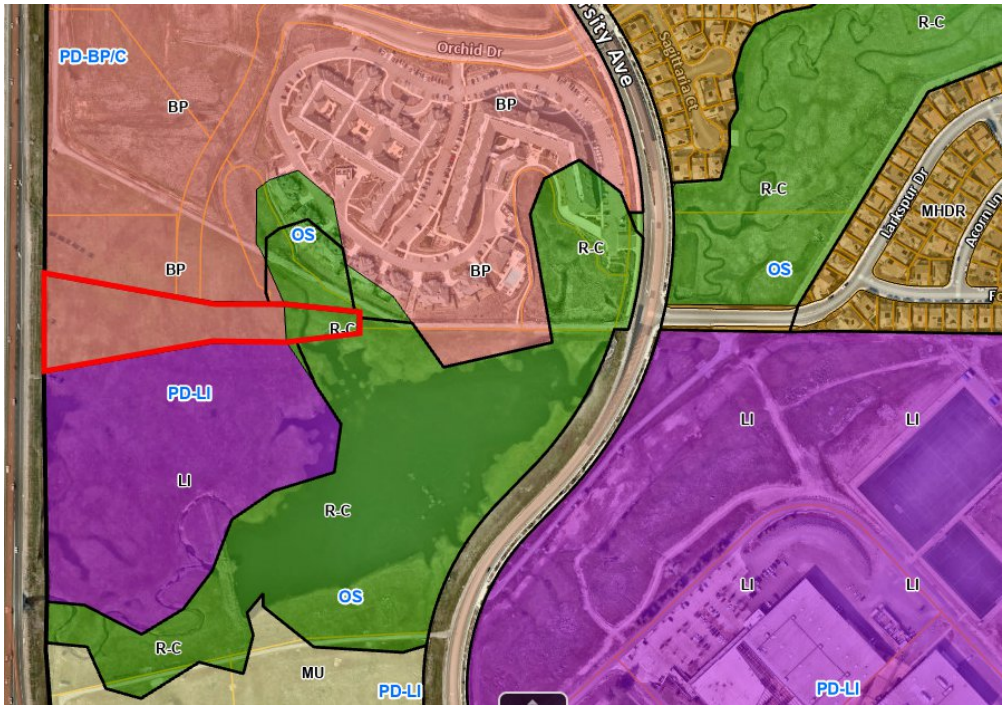
Parcel 2 is bounded by vacant land designated for business professional uses to the north, vacant land designated for light industrial and open space uses to the south,

open space and an assisted living facility to the east, and State Route 65 to the west. See **Table 2** and **Figure 3** for surrounding land use and zoning designations.

Table 2. Parcel 2 Surrounding Uses

	Current Use	Current General Plan Designation/Zoning
Project Site	Vacant	Business Professional (BP) and Recreation Conservation (R-C) / No City Zoning
North	Vacant	Business Professional (BP) / Planned Development Business Professional/Commercial (PD-BP/C)
South	Vacant	Light Industrial (LI) and Recreation Conservation (R-C) / Planned Development Light Industrial (PD-LI), Open Space (OS)
West	State Route 65	No City General Plan Designation or Zoning
East	Open Space and Ansel Park Assisted Living	Business Park (BP) and Recreation Conservation (R-C) / Planned Development Business Professional / Commercial (PD-BP/C) and Open Space (OS)

Figure 3. Parcel 2 Surrounding Land Use Designations and Zoning



General Plan and Zoning Compliance:
Because neither parcel is within the incorporated area of the City, each will be given a zoning designation that is a logical extension of adjacent sites. For Parcel 1, staff recommends a zoning designation of Planned Development 24 units per acre minimum (PD-24+) and Open Space (OS) to accommodate the approved West Oaks Apartment project and the adjacent waterway. Once the annexation of Parcel 1 is complete, the parcel will require a General Plan Amendment to change the current land use designation of Light Industrial to High Density Residential and Recreation Conservation. For Parcel 2, a designation zoning of Planned Development Business Professional / Commercial (PD-BP/C) and Open Space (OS) is recommended.

Environmental Determination:
The Mitigated Negative Declaration (MND) prepared for the West Oaks Apartments project, consistent with the requirements of the California Environmental Quality Act (CEQA) and approved by City Council on January 23, 2024, by Resolution No. 2024-036, included Parcel 1 in the study area and the environmental analysis. Staff has determined that document sufficiently analyzed potential impacts of pre-zoning and development of the site and appropriate mitigation measures were included in the MND.

As no changes are proposed to the existing General Plan land use designation of Parcel 2, staff has determined that the Environmental Impact Report (EIR) prepared for the City's 2012 General Plan Update, approved by the City Council on October 10, 2012, by Resolution No. 2012-170, adequately considered any potential impacts resulting from the future development of the parcel. Furthermore, any proposed future development of Parcel 2 will be evaluated under CEQA to determine if the General Plan Update EIR sufficiently addressed any potential environmental effects, or if additional environmental review is necessary.

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A ZONING ORDINANCE AMENDMENT TO PRE-ZONE TWO PARCELS WITHIN THE WEST ROCKLIN ANNEXATION AREA (West Rocklin Annexation Area Pre-Zoning/PZ2024-0001)

The City Council of the City of Rocklin finds and determines that:

Section 1. **Purpose.** The purpose of this ordinance is to amend the Zoning Map to pre-zone Assessor's Parcel Number 365-020-076 (Parcel 1) to Planned Development 24 units per acre minimum (PD-24+) and Open Space (OS), and Assessor's Parcel Number 017-276-003 (Parcel 2) to Planned Development Business Professional/Commercial (PD-BP/C) and Open Space (OS).

Section 2. **Authority.** The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code section 37100.

Section 3. **Findings.**

A. The proposed pre-zone would apply zones of Planned Development Residential, 24 dwelling units per acre minimum (PD-24+) and Open Space (OS) to a 3.4-acre site (Parcel 1, APN 365-020-076), consistent with the General Plan land use designations of High Density Residential and Recreation/Conservation for the parcel, and zones of Planned Development Business Professional/Commercial (PD-BP/C) and Open Space (OS) to a 2.9-acre parcel (Parcel 2, APN 017-276-003), consistent with the General Plan land use designations of Business Professional and Open Space for the parcel.

B. The City Zoning Map will be amended to reflect the new zoning of the sites.

C. The proposed Prezone is consistent with and implements the policies of the City of Rocklin's General Plan, including the Housing Element.

D. The land uses and their densities allowed in the proposed Prezone are not likely to create serious health problems or create nuisances on properties in the vicinity.

E. The City Council has considered the effect of the proposed Prezone on the housing needs of the region and has balanced those needs against the public service needs of its residents and available fiscal and environmental resources.

F. The area is physically suited to the uses authorized in the proposed general development plan and zoning.

G. The proposed Prezone is compatible with the land uses existing and permitted on the properties in the vicinity.

Section 4**.** **Environmental Review.** The Mitigated Negative Declaration (MND) prepared for the West Oaks Apartments project, consistent with the requirements of the California Environmental Quality Act (CEQA), and approved by City Council on January 23, 2024 by Resolution No. 2024-036, included Parcel 1 in the study area and the environmental analysis. The Environmental Impact Report (EIR) prepared for the 2012 General Plan Update, consistent with the requirements of CEQA, and approved by the City Council on October 10, 2012 by Resolution No. 2012-170, adequately considered any potential impacts resulting from future development of Parcel 2. As such, no additional environmental review is necessary.

Section 5**.** **Amendments to the Zoning Map.** The City Council hereby approves of the amendments to City of Rocklin Zoning Map, as provided in Exhibit A, attached hereto and incorporated by reference herein.

Section 6**.** **Severability.** If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 7**.** **Effective Date.** This ordinance shall take effect thirty (30) days after the date of its adoption, subject to Placer County Local Agency Formation Commission's (LAFCO) approval of the annexation of the parcels.

Section 8**.** **Publication.** Within 15 days of the passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Councilmembers voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within 15 days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Councilmembers voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the full text of the ordinance, along with the names of those City Councilmembers voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on February 11, 2025, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers
ABSTAIN: Councilmembers

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on _____, 2025, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading: 02.11.2025
Second Reading:
Effective Date:

Exhibit A: Prezone Diagram for APN 365-020-076

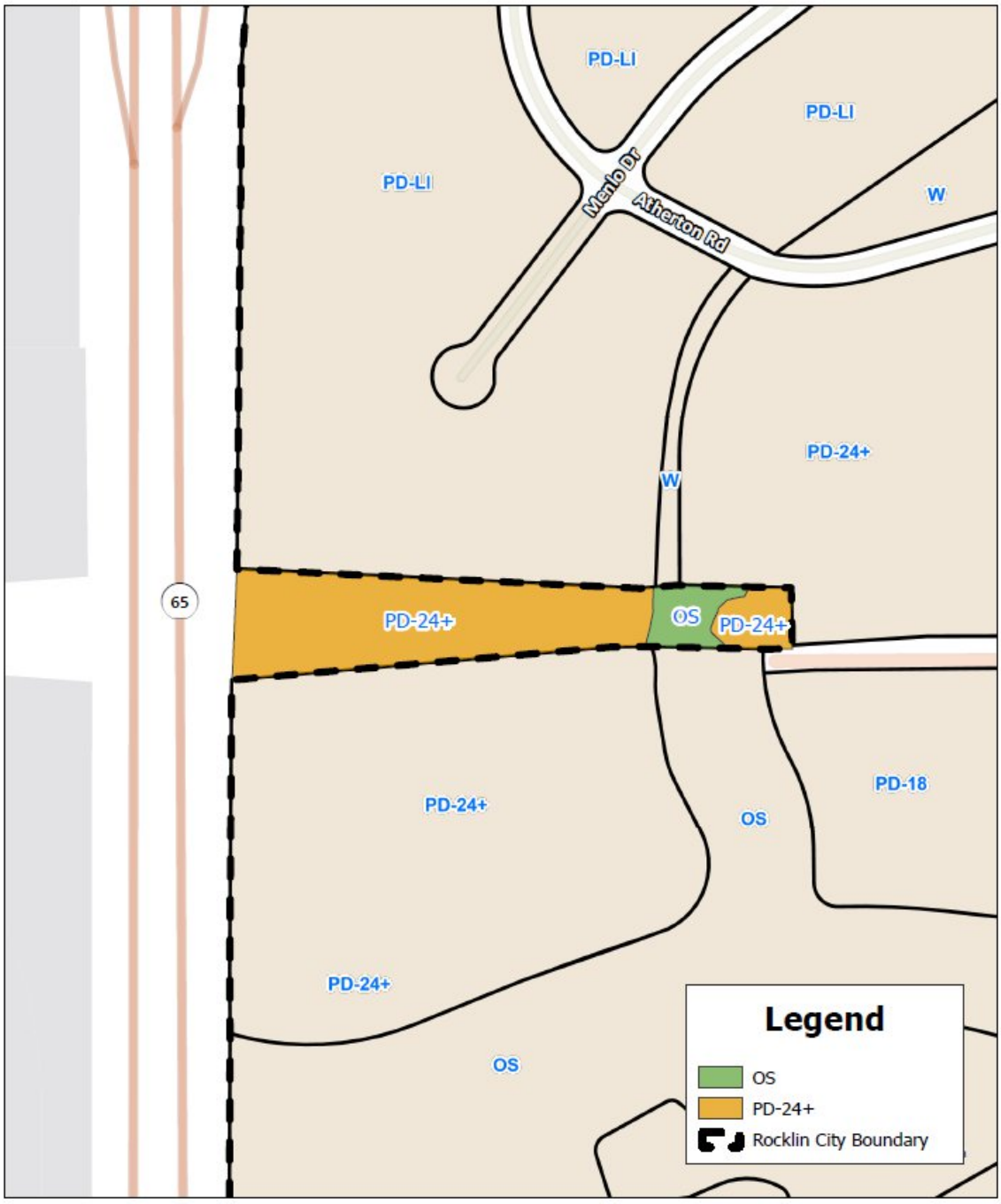


Exhibit A: Prezone Diagram for APN 017-276-003

