



ROCKLIN CITY COUNCIL

City Council Regular Meeting

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

June 11, 2024
General Session at 6:00 p.m.

Notice of Teleconference Meeting Location:
32 Yonkalla Trail
Graeagle, CA 96103

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

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.

Zoom Participation Via Computer Or Smartphone

You can join the meeting from your computer using a web browser or the Zoom software. You can also join the meeting using the Zoom app on your Apple IOS or Android device. Click the link below to join the Zoom meeting:

[Click here to join this meeting via Zoom](#)

Meeting ID: 843 1843 8996

Meeting password: 788255

Zoom Participation By Telephone (Audio Only Option)

1. Dial (669) 900-6833
2. When asked for the meeting ID, enter 843 1843 8996#
3. When asked for your participant ID, press # to continue
4. When asked for the meeting password, enter 788255#
5. To inform the City Clerk that you would like to make a public comment, dial *9 to "Raise your hand". The Clerk will unmute you when it is your turn to speak.

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.

1. REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

2. **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.

2A. [Meeting Minutes of Regular City Council Meeting of May 28, 2024](#)

Recommendation: Approve the Minutes of the May 28, 2024 Regular Meeting of the City Council.

2B. [November 5, 2024 General Municipal Election](#)

Recommendation:

- A. Adopt a Resolution of the City Council of the City of Rocklin Calling and Declaring a General Municipal Election to be Held on Tuesday, November 5, 2024, and Requesting the Placer County Board of Supervisors Consolidate the Election with the State-Wide General Election; and Requesting the County Elections Official Render Election Services for the General Municipal Election.
- B. Adopt a Resolution of the City Council of the City of Rocklin Adopting Regulations for Candidates of Elective Office Pertaining to Candidate Statements Submitted to the Voters at an Election to be Held on Tuesday, November 5, 2024 Election.

2C. [Accounts Paid List - January to March 2024](#)

Recommendation: Receive the Accounts Paid List for January 1, 2024 to March 31, 2024.

2D. [Quarterly Treasurer's Report](#)

Recommendation: Receive the Treasurer's Report for the Quarter Ending March 31, 2024.

2E. [2022 Homeland Security Grant Program - Award of Grant](#)

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Subawardee Grant Agreement with the City of Sacramento Accepting the Terms and Award of the 2022 Homeland Security Grant Program-Urban Area Security Initiative.

2F. [Senate Bill 1 Projects](#)

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Adopting a List of Projects Fiscal Year 2024/25 funded by Senate Bill 1: The Road Repair and Accountability Act of 2017.

2G. [Fuel Purchases and Vehicle Parts/Services - Increase in Spending Authority](#)

Recommendation:

- A. Adopt a Resolution of the City Council of the City of Rocklin to Authorize Increasing the Total Not-to-Exceed Amount with Hunt & Sons, Inc. Under Sacramento Area Council of Governments Agreement #1920029.
- B. Adopt a Resolution of the City Council of the City of Rocklin to Authorize Increasing the Total Not-to-Exceed Amount with Golden State Emergency Vehicle Service Under Sourcewell Agreement #1130021-OKC-1.

2H. [Amendment No. 2 to Contract for Open Space Monitoring Services](#)

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving Amendment No. 2 to the Contract For Services with Vollmar Natural Lands Consulting, Inc., and Authorizing the City Manager to Execute Amendment No. 2.

3. SPECIAL PRESENTATIONS

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

3A. Placer Mosquito & Vector Control District Annual Update

4. PUBLIC HEARINGS

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

4A. [Levy and Collection of Assessments for Lighting Maintenance District No. 1 for Fiscal Year 2024/25](#)

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

- A. Adopt a Resolution of the City Council of the City of Rocklin Ordering the Levy and Collection of Assessments for Lighting Maintenance District No. 1 and Confirming a Diagram and Assessment.
- B. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Collection of Taxes, Assessments, and Liens on the 2024/25 Tax Roll (Lighting Maintenance District No. 1).

4B. [Levy and Collection of Assessments for Landscape and Lighting Maintenance District No. 2 for Fiscal Year 2024/25](#)

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

- A. Adopt a Resolution of the City Council of the City of Rocklin Ordering the Levy and Collection of Assessments for Landscape and Lighting Maintenance District No. 2 and Confirming a Diagram and Assessment.
- B. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Collection of Taxes, Assessments, and Liens on the 2024/25 Tax Roll (Landscape and Lighting Maintenance District No. 2).

5. DISCUSSION ITEMS

Discussion Items include oral presentations including those recommending "receive and file".

- 5A. [Fiscal Year 2023/24 Third Quarter: Financial Report and Strategic Plan Update](#)
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Quarterly Financial Report for the Quarter Ended March 31, 2024.

- 5B. [AB 481 - Military Equipment Report and Inventory: Annual Update](#)

Recommendation:

- A. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Approving and Adopting A Military Equipment Use Policy For Fiscal Year 2024-25.
- B. Receive the 2023 AB 481 annual Military Equipment Report and inventory listing.

6. **FUTURE AGENDA ITEMS**

7. **ADJOURNMENT**



City Council Staff Report

Subject: Meeting Minutes of Regular City Council Meeting of May 28, 2024

Date: June 11, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:

Approve the Minutes of the May 28, 2024 Regular Meeting of the City Council.

ATTACHMENTS:

1. [DRAFT City Council Meeting Minutes of May 28, 2024](#)



**REGULAR MEETING OF THE
ROCKLIN CITY COUNCIL**

**May 28, 2024
GENERAL SESSION at 6:00 p.m.**

**Council Chambers
3970 Rocklin Road, Rocklin, CA 95677
www.rocklin.ca.us**

**MEETING MINUTES
-DRAFT-**

CALL TO ORDER

Mayor Janda called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Janda led the pledge of allegiance.

ROLL CALL

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

The City Council observed a moment of silence in memory of Mr. Aldo Pineschi, who had such a great impact in the Placer County region and in Rocklin.

AGENDA REVIEW

There were no changes to the agenda.

CITIZENS ADDRESSING THE CITY COUNCIL

Mr. Rich Rutledge requested that the City Council consider installing a mural of tribute for Sgt. Maciel Hay who is the first active-duty female to graduate from the U.S. Army sniper school, and also consider tributes for U.S. Navy ships/vessels.

Vaishnav Bachina, Rocklin Elementary School student, shared an inspirational message on what constitutes a winner and the importance of not giving up.

1. REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

Councilmember Halldin shared that he, along with Councilmember Broadway and Vice Mayor Gayaldo served as celebrity waiters for the luncheon event benefitting the Lighthouse Counseling and Family Resource Center, which now has a location in Rocklin; and that he along with Councilmember Bass and Vice Mayor Gayaldo, attended the Veterans of Foreign Wars (VFW) Memorial Day Service at the Rocklin Cemetery.

Vice Mayor Gayaldo shared attendance at the City of Rocklin's Employee Service Recognition event and the Spring Employee and Family Fun Day event for City staff; participated in the Celebrity Waiters Luncheon (CWL); reported attendance at the Sacramento Area Council of Governments (SACOG) meeting; shared that the Placer Mosquito and Vector Control District will be presenting at the next City Council meeting; shared attendance at Pacific Erector's 35th anniversary celebration which was a local business; recognized the Public Works department for organizing the successful Meet the Machines event geared towards pre-school aged kids; reported a remarkable attendance at the J Boog Concert at Quarry Park; attended the VFW Memorial Day event; attended the Rocklin Historical Society's appreciation lunch along with Councilmember Halldin; and participated as a judge for the International Center for Integrative Medicine's program for high school students.

Councilmember Broadway reported attendance at the Employee Service Recognition event; participated in the CWL event; shared that he and Mayor Janda attended Rocklin High School's senior scholarship awards event; chaired the Placer County Transportation Planning Agency board meeting where a resolution requesting that the Board of Supervisor's call an election to allow voters to consider and approve the Transportation Improvement Plan and Use Tax had been approved; and attended the open house at the Public Works Corp Yard for the Meet the Machines event.

Councilmember Bass reported attendance at the VFW Memorial Service Day event; acknowledged the accomplishments of both Rocklin and Whitney High Schools softball teams; and shared the achievements of Sierra College's softball team and highlighted William Jessup University's participation in the Softball World Series.

Mayor Janda shared his attendance at the Employee Service Recognition event recognizing that two employees received 35-years of service with the City and underscoring that Rocklin provides a great community to live and work in; attended the employee recognition family event; presented two City Council scholarships to seniors at Rocklin High School; and attended the official opening event for the new Costco.

City Manager Zimmermann shared that in recognition of the City's first celebration of Public Works Week this year, Corp Yard facilities were opened up to residents for the Meet the Machines event which catered towards younger children, and noted that the event provided an opportunity to learn about the important work done by staff to ensure smooth operations

in the City; announced that Congressman Kiley is recommending the I-80 and Rocklin Road interchange project for congressional funding to support the right-of-way acquisition; and provided an update that the City's request to become a Purple Heart City had been approved.

2. 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.

- 2A. Minutes of the May 14, 2024 Regular Meeting of the City Council
Action: Approved the Minutes of the May 14, 2024 Regular Meeting of the City Council.
- 2B. Side Letter of Agreement to the Memorandum of Understanding with the Rocklin Firefighter's Union Regarding Holiday Hours
Action: Adopted Resolution 2024-114 of the City Council of the City of Rocklin to Approve a Side Letter of Agreement to the Memorandum of Understanding Between the City of Rocklin and the Rocklin Firefighter's Union to Modify Section IV, Article 27, Holidays.
- 2C. Second Amendment to Downey Brand, LLP Professional Services Agreement
Action: Adopted Resolution 2024-115 of the City Council of the City of Rocklin Approving the Second Amendment to the Professional Services Agreement with Downey Brand, LLP, and Authorizing the City Manager to Execute the Second Amendment.
- 2D. Twin Oaks Park Cell Tower Collocation Project
Action:
- A. Adopted Resolution No. 2024-116 of the City Council of the City of Rocklin Approving a Notice of Exemption (T-Mobile – Twin Oaks Park Cell Tower Collocation Project).
 - B. Adopted Resolution No. 2024-117 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute an Amendment to the Communications Site License Agreement (T-Mobile – Twin Oaks Park Cell Tower Collocation Project).
- 2E. 2023 Homeland Security Grant Program - Award of Grants
Action: Adopted Resolution No. 2024-118 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Subawardee Grant Agreements with the County of Placer Accepting the Terms and Awards of the 2023 Homeland Security Grant Program.
- 2F. South Whitney Mixed Use Project Open Space Easement
Action: Adopted Resolution No. 2024-119 of the City Council of the City of Rocklin

Accepting Grant of Open Space Easement (Riparian Area and Creek Protection)
(South Whitney Mixed Use (DL2015-0001)).

2G. Whitney Ranch Unit 49 Final Map

Action:

- A. Adopted Resolution No. 2024-120 of the City Council of the City of Rocklin Approving the Final Map of Whitney Ranch Unit 49 Subdivision/(SD2021-0003) and Approving and Authorizing Execution of a Subdivision Improvement Agreement.
- B. Adopted Resolution No. 2024-121 of the City Council of the City of Rocklin Approving and Authorizing Execution of a Subdivision Landscaping Agreement of Whitney Ranch Unit 49 Subdivision/(SD2021-0003).

2H. Setting a Public Hearing on Delinquent Nuisance Abatement Charges (Weed Abatement)

Action: Adopted Resolution No. 2024-122 of the City Council of the City of Rocklin Setting a Public Hearing on Delinquent Nuisance Abatement Charges (Weed Abatement).

2I. Setting a Public Hearing on Delinquent Refuse Collection Charges

Action: Adopted Resolution No. 2024-123 of the City Council of the City of Rocklin Setting a Public Hearing on Delinquent Refuse Collection Charges.

2J. Whitney Park Parking Lot Extension for Bicycle Pump Track – Award of Construction Contract

Action: Adopted Resolution No. 2024-124 of the City Council of the City of Rocklin Rejecting a Bid from Imagecon, Inc. and Awarding a Construction Contract for the Parking Lot Extension Element of the Bicycle Pump Track and Parking Lot Extension Project to Consolidated Engineering, Inc. and Authorizing the City Manager to Execute the Agreement.

2K. 2024 Micro-Pave Resurfacing Project Change Order

Action: Adopted Resolution No. 2024-125 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Change Order No. 1 with American Pavement Systems, Inc. for the 2024 Micro-Pave Resurfacing Agreement.

2L. Increase in Spending Authority for General Motors Parts and Repair Purchases through Sourcewell Cooperative Purchasing Agreement

Action: Adopted Resolution No. 2024-126 of the City Council of the City of Rocklin to Authorize Increasing the Total Not-to-Exceed Amount with General Motors Under Sourcewell Agreement #101520-GNL.

2M. Purchase of Three (3) Unmarked Police Vehicle

Action: Adopted Resolution No. 2024-127 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Purchase Three (3) Unmarked Police Vehicles.

2N. Police Department HVAC & Roof Replacement

Action:

- A. Adopted Resolution No. 2024-128 of the City Council of the City of Rocklin Approving a Notice of Exemption (Police Department HVAC & Roof Replacement).
- B. Adopted Resolution No. 2024-129 of the City Council of the City of Rocklin Awarding the Contract for Police Department HVAC & Roof Replacement to CNW Construction Inc. and Authorizing the City Manager to Execute the Construction Agreement.

2O. Increase in Purchasing Limit for Police Department Uniforms through the Cooperative Agreement with Curtis Blue Line

Action: Adopted Resolution No. 2024-130 of the City Council of the City of Rocklin Authorizing the City Manager to Increase the Purchasing Limit with Curtis Blue Line Through a Cooperative Purchase Agreement for Fiscal Year 2023/24.

2P. Approval of Contracts for Fire Department Scheduling and Integrated Communications, and Fire Department Electronic Patient Care Reporting and Records Management

Action: Adopted Resolution No. 2024-131 of the City Council of the City of Rocklin Approving Evergreen Contracts with ImageTrend, Inc and UKG Kronos Systems, LLC and Authorize the City Manager to Sign Subsequent Amendments.

2Q. Pulled for discussion.

Motion to approve Consent Calendar Item Nos. 2A through 2P by Councilmember Broadway and seconded by Councilmember Bass. Passed by the following roll call vote:

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

CONSENT CALENDAR ITEM PULLED FOR DISCUSSION

2Q. Historical Marker Donation Policy

Action: Adopted Resolution No. 2024-132 of the City Council of the City of Rocklin Approving the Historical Marker Donation Policy.

Councilmember Halldin requested to pull Consent item 2Q for discussion.

Management Analyst Elizabeth Sorg presented the item to City Council.

Vice Mayor Gayaldo expressed concern about the language of the proposed policy related to donors bearing costs to install historical markers, the proposed age of historical events, including the number of requests permitted per year, and reference to lack of an appeals process. City Manager Zimmermann responded to questions from the City Council. City Council comments and discussion followed.

PUBLIC COMMENT

The following speakers addressed the City Council expressing concerns on the age of the historical event requirement, definition of a historical marker, an appeal process, costs to install a historical marker, and language of the revised policy.

Ms. Gloria Beverage
Mr. Kent Dazey
Ms. Millie Yan
Ms. Royce Ann Ruhkala Burks

Motion to approve Consent Calendar Item No. 2Q by Councilmember Broadway and seconded by Councilmember Bass. Passed by the following roll call vote:

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

3. SPECIAL PRESENTATIONS

3A. Leadership Rocklin 2024 Cohort Project

Christie Harrison and Josh Morgan, members of the graduating class of the 2024 Leadership Rocklin Cohort, gave an overview of the year's project which was the repainting of 48 fire hydrants throughout the City. The cohort recognized Mr. David Tietz with an award and made him an honorary member of their graduating class for his expertise and guidance with their project. In addition, the members presented the

City Council with Leadership Rocklin 2023/24 shirts for their support of their project and continued support of the organization's program.

4. DISCUSSION ITEMS

- 4A. Fiscal Year 2024/25 Draft Operating Budget and 2025-2029 Draft Capital Improvement Program

Action: Reviewed the Fiscal Year 2024/25 Draft Budget and 2025-2029 Draft Capital Improvement Program, and Provided Direction to Staff.

City Manager Aly Zimmermann introduced the item and provided a review of the workshop agenda for the FY2024/25 Draft Operating Budget and 2025-2029 Draft Capital Improvement (CIP) Program and highlighted that the City of Rocklin's Fitch credit rating had been updated to AA+; City Treasurer/Deputy Director of Administrative Services Daniel Choe presented an overview of the Draft Budget and General Fund Five-Year Forecast; and City Engineer/Deputy Director of Development Services Hunter Young presented highlights of the 2025-2029 Draft CIP Program.

The following department directors presented departmental sections to the City Council:

Tameka Usher, Director of Administrative Services
David Mohlenbrok, Director of Community Development
Reginald Williams, Fire Chief
Veronica Tracy, Director of Parks and Recreation
Rustin Banks, Police Chief
Justin Nartker, Director of Public Services

City Council comments and discussion followed. City Manager Aly Zimmermann and City Treasurer/Deputy Director of Administrative Services Daniel Choe responded to questions from the City Council.

PUBLIC COMMENT

Ms. Millie Yan suggested methods used on the state level for staff to consider for making adjustments to a two-year budget and also in the event of budget cuts in the future.

Mr. Benjamin Bjorkman was overall pleased with City services, appreciated the City's stance on being fiscally responsible by making cost reductions without impacts to services, and offered suggestions to cut costs in preparation for 2026.

Additional City Council comments ensued. City Manager Aly Zimmermann thanked the City Council for their feedback with no further action being required until adoption of the item at the June 25, 2024 City Council meeting.

5. FUTURE AGENDA ITEMS

There were none.

The City Council took a recess at 8:47 p.m.

PUBLIC COMMENT ON CLOSED SESSION

There were none.

Members of the City Council left the Council Chambers and convened Closed Session at 8:54 p.m.

6. CLOSED SESSION

- 6A. Pursuant to Government Code Section 54956.9(d)(1), Conference with Legal Counsel, Existing Litigation: Hogan v. City of Rocklin, et al., Placer County Superior Case No. SVC0051563

Members of the City Council returned to the Council Chambers at 9:45 p.m.

REPORT OUT OF CLOSED SESSION

There was no reportable action.

ADJOURNMENT

Mayor Janda adjourned the meeting at 9:45 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of May 28, 2024 as approved by the Rocklin City Council.

Avinta Singh, City Clerk



City Council Staff Report

Subject: November 5, 2024 General Municipal Election

Date: June 11, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:

- A. Adopt a Resolution of the City Council of the City of Rocklin Calling and Declaring a General Municipal Election to be Held on Tuesday, November 5, 2024, and Requesting the Placer County Board of Supervisors Consolidate the Election with the State-Wide General Election; and Requesting the County Elections Official Render Election Services for the General Municipal Election.
- B. Adopt a Resolution of the City Council of the City of Rocklin Adopting Regulations for Candidates of Elective Office Pertaining to Candidate Statements Submitted to the Voters at an Election to be Held on Tuesday, November 5, 2024 Election.

Background:

In November of every even-numbered year, the City of Rocklin conducts a General Municipal Election to fill either three or two of the five at-large seats on the City Council. All seats have four-year terms with three up for election in 2024 and two up for election in 2026. This staggering process provides for continuity and stability on the City Council, and allows for an efficient transfer of institutional knowledge over time. In December of this year, the terms of Councilmembers Bass, Broadway and Janda will expire, thereby requiring an election to fill those seats.

In accordance with the City of Rocklin's municipal code, the City Council must approve resolutions that call and give notice of the election; request consolidation of the election with the Statewide General Election; request that the County of Placer provide elections services, and lastly to adopt regulations pertaining to candidate statements.

The City Clerk acts as the Elections Official and prepares reports approving and certifying the election, publishes required legal notices, receives campaign disclosure filings, issues and receives candidate nomination documents, and gives the oath of office to newly elected officials. The Placer County Elections Division conducts the election, tallies the results, and supplies the City with certified election results.

The cost of the election is borne by the City and is estimated below in the financial

considerations, with the exception of the optional candidate statement of qualifications which is paid for by candidates and covers costs associated with publishing the statement in the Sample Ballot pamphlet.

Key Election Dates

Publish the Notice of Election	07/01/24 - 07/15/24
Candidate Workshops	07/08/24 - 07/20/24
Nomination/Candidate Filing Period Opens	07/15/24
Regular Candidate Filing Period Closes	08/09/24
Extended Nomination Period Closes	08/14/24*
*Only when an incumbent does not file.	
Secretary of State Random Alpha Drawing	08/15/24
Start of Vote-by-Mail Period	10/07/24
Last Day to Register to Vote	10/21/24
Close of Write-In Candidate Filing Period	10/22/24
Election Day	11/05/24
Oath of Office for Newly Elected Officials	12/10/24

To run for office, an individual must be a resident and registered to vote in the City of Rocklin. Voter registration is confirmed prior to issuance of nomination documents and instructions. Interested parties are encouraged to watch the City Clerk's election website for information, or to call the City Clerk's Office at (916) 625-5560.

Fiscal Impact:

According to the Placer County Registrar of Voters, the cost of the election is estimated at \$61,300. This is an estimate, with the final cost calculated after the election is over. Final costs are based on various expenses such as the number of candidates and measures across all jurisdictions in the County, the actual number of candidates on the ballot in the City of Rocklin, and the number of registered voters at the time of the election. Despite these variables, the estimate is historically in line with recent City elections and there are sufficient funds in the Fiscal Year 2024/25 Operating Budget to cover the cost.

ATTACHMENTS:

- [1. Resolution A - Calling and Declaring Election and Requesting Consolidation](#)
- [2. Resolution A Exhibit A - City Boundary Map](#)
- [3. Resolution B - Candidate Statement](#)

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN CALIFORNIA, CALLING AND DECLARING A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, AND REQUESTING THE PLACER COUNTY BOARD OF SUPERVISORS CONSOLIDATE THE ELECTION WITH THE STATE-WIDE GENERAL ELECTION; AND REQUESTING THE COUNTY ELECTIONS OFFICIAL TO RENDER ELECTION SERVICES FOR THE GENERAL MUNICIPAL ELECTION

WHEREAS, under the provisions of the law relating to general law cities in the State of California and Rocklin Municipal Code Chapter 2.04.030, a general election shall be held on Tuesday, November 5, 2024, for the election of municipal officers; and

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

Section 1. Call of Election.

Pursuant to the requirements of the laws of the State of California pertaining to municipal elections in general law cities, and the Rocklin Municipal Code Chapter 2.04.030, there is hereby called and ordered to be held in the City of Rocklin on Tuesday, the 5th of November 2024, a general municipal election to fill expiring seats on the City Council.

1. The election is being held for the purpose of filling three (3) at-large City Council seats that are set to expire in December of 2024. Members of the City Council are elected at large, with voters selecting up to three candidates to fill the available seats.

The expiring seats are currently filled with the following incumbents:

Incumbent's Name	Office	Term
David Bass	City Council	Regular/4 Year
Ken Broadway	City Council	Regular/4 Year
Greg Janda	City Council	Regular/4 Year

2. The terms of office for successful candidates will start upon the adoption of the official certification of the vote by the City Council, and continue until a successor is elected in 2028.
3. If by the close of candidate filing the number of qualified candidates does not exceed the number of seats to be filled in a particular office, the City Council may, in accordance with Elections Code Section 10229(a) adopt one of the following courses of action: 1) appoint to the office the person who has been nominated; 2) appoint to the office an eligible elector if no one has been

nominated; 3) hold the election, if either no one, or only one person has been nominated. Pursuant to Elections Code Section 10229(b), this provision shall not apply if, at the regularly scheduled municipal election, more than one person has been nominated to another city office to be elected on a citywide basis or a city measure has qualified and is to be submitted to the voters at that municipal election.

4. The City of Rocklin has determined the following election particular:

a. In the case of a tie vote, the election shall be determined by lot.

Section 2. Request for Consolidation of Election and Services of County Elections Official.

- A. Pursuant to Elections Code section 10403 and Rocklin Municipal Code Chapter 2.04.030, the Board of Supervisors of the County of Placer is hereby requested to consolidate the City of Rocklin's general municipal election on November 5, 2024, with the state-wide general election held on the same day. The consolidated election will be held and conducted in the manner prescribed by Elections Code section 10418.
- B. Pursuant to Elections Code section 10002, the Board of Supervisors of the County of Placer is hereby requested to authorize and direct the county Elections Official as defined by Elections Code Section 320, to render all necessary election services to the City of Rocklin relating to the conduct of the municipal election to be held on November 5, 2024, at City expense.
- C. Pursuant to Elections Code section 10411, the Board of Supervisors for the County of Placer is authorized to canvass the returns of the election.
- D. Pursuant to Elections Code section 10002, the City of Rocklin shall reimburse the County of Placer in full, for municipal election services performed upon presentation of a bill to the City of Rocklin.
- E. The City of Rocklin hereby certifies that there have been no changes to the City boundary lines since the last election, for reference a map is attached hereto as Exhibit "B."

Section 3. This Resolution shall be considered a Notice of Election. In all particulars not recited by this Resolution, the general municipal election on November 5, 2024 shall be held and conducted as provided by the California Elections Code for the conduct of general municipal elections.

Section 4. The City Clerk is hereby directed to file a certified copy of this resolution with the Placer County Board of Supervisors and the Placer County Elections Office.

PASSED AND ADOPTED this 11th day of June, 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

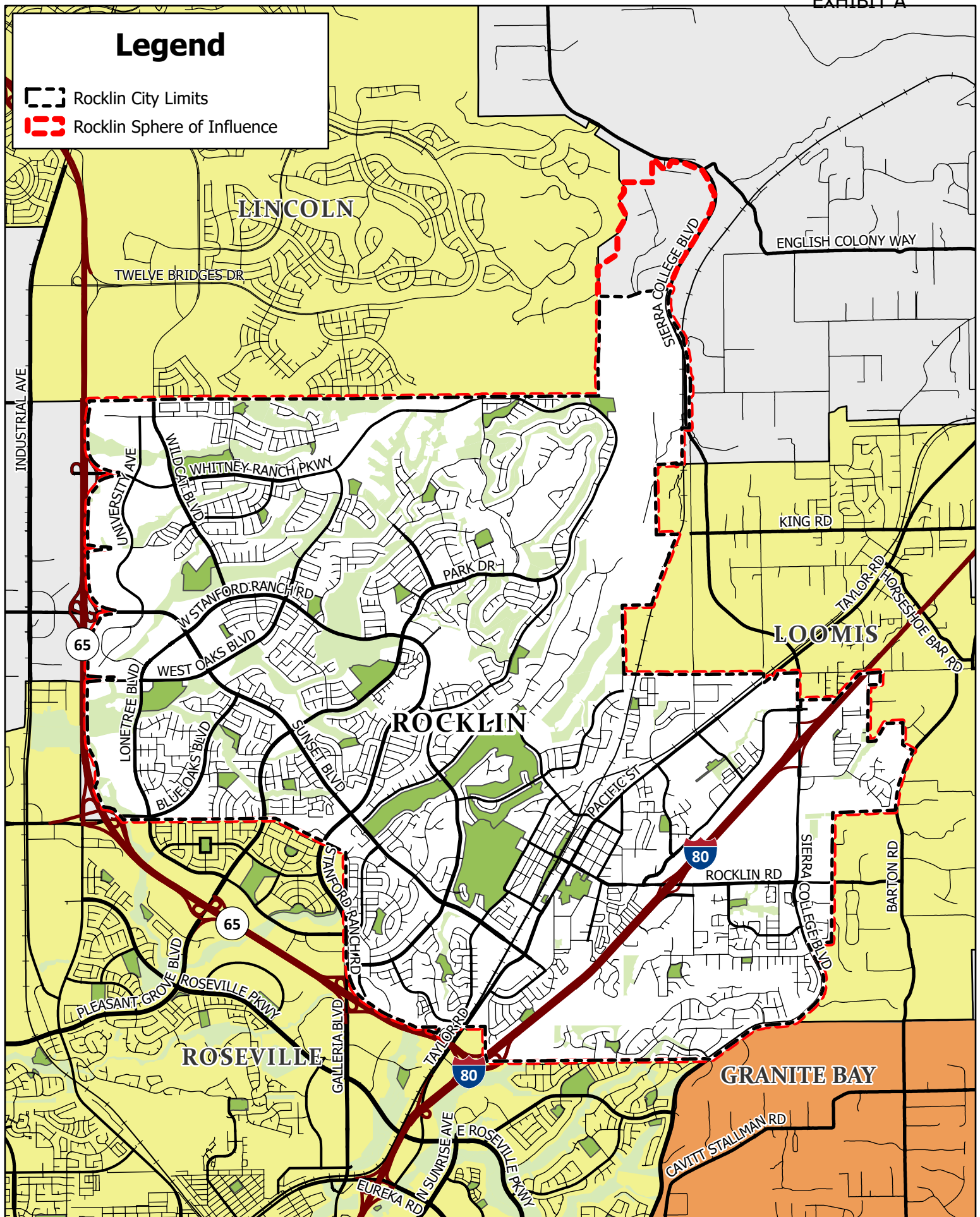


Figure 3.0-2

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024

WHEREAS, California Elections Code §13307 provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate, for a municipal election, including costs of the candidate's statement;

NOW, THEREFORE, the City Council of the City of Rocklin, California, does hereby resolve, declare, determine and order as follows:

Section 1. General Provisions.

That pursuant to Elections Code §13307, each candidate for elective office to be voted for at an election to be held in the City of Rocklin on Tuesday, November 5, 2024, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself.

The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be in uniform font and single line spacing with no form of emphasis such as Bolding, Italics, Bullets, Diamonds, Stars, Boxes, Circles, Check Marks, Asterisks, Underlining, unusual spacing, or all capital letters (except in Titles and Acronyms). Or other such formatting that is deemed unacceptable by the Placer County Elections Office.

The statement shall be filed [in typewritten form] in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period. The statement is confidential until the close of the nomination period.

Section 2. Foreign Language Policy.

- A. Pursuant to the Federal Voting Rights Act, candidate statements will be translated into all languages required by the County of Placer. The County of Placer has not been designated as a jurisdiction that requires foreign language translation. However, candidates may, at their own cost, request translation of candidate statements into Spanish, Tagalog, Korean, and Punjabi.
- B. The County will mail separate voter information guides and candidate's statements, in languages noted in subsection A. above, to only those voters who

are on the county voter file as having requested a voter information guide in a particular language. The County will make the voter information guides and candidate's statements in the required languages available at all polling places/vote centers, on the County's website, and in the Elections Official's office.

Section 3. Payment.

The City Clerk, in coordination with the County Elections Office, shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section. Including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. The estimated payment is required, and is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, neither the Clerk nor County Elections Official is bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the Clerk/County Elections Official shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of establishing final costs.

Section 4. All translations shall be provided by professionally certified translators as contracted with and provided by the Placer County Elections Office.

Section 5. The City Clerk shall provide each candidate or candidate's representative a copy of this resolution at the time nomination papers are issued.

Section 6. That all previous resolutions establishing Council policy on payment for candidates are repealed.

Section 7. That this resolution shall apply to the next ensuing election, and to each municipal election thereafter unless new provisions of law or procedure require adoption of updated provisions.

Section 8. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this 11th day of June, 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk



City Council Staff Report

Subject: Accounts Paid List - January to March 2024

Date: June 11, 2024

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

Department: Administrative Services - Finance

Recommendation:

Receive the Accounts Paid List for January 1, 2024 to March 31, 2024.

Background:

The Accounts Paid List (Attachment 1) details expenses paid to vendors, types of expenses, and the amount paid for the period between January 1, 2024 to March 31, 2024.

Fiscal Impact:

This report will not have a direct fiscal impact. The items included in this report are either within the budget or have been approved as budget amendments.

ATTACHMENTS:

1. [Accounts Paid List January 1 - March 31, 2024](#)



City of Rocklin

ACCOUNTS PAID LIST

for

January 01, 2024 through March 31, 2024

meeting of

JUNE 11, 2024

A handwritten signature in blue ink, appearing to read "D. Johnson", written over a horizontal line.

Deputy Director of Administrative Services

A handwritten date "05/8/2024" in blue ink, written over a horizontal line.

DATE



City of Rocklin

Accounts Paid Summary

From: 1/1/24 To: 3/31/24

<u>Vendor Name</u>		<u>Total Amount Paid</u>
4LEAF, INC.	PROFESSIONAL SERVICES	18,876.19
AARDVARK	UNIFORMS	18,455.84
ADVANCED INTEGRATED PEST MANAGEMENT	MAINTENANCE CONTRACTS	5,784.00
ADVANTAGE GEAR, INC.	UNIFORMS	5,480.85
AFSCME DISTRICT COUNCIL 57	PAYROLL DEDUCTS PAYABLE	8,121.99
AGY SOCHA	TRAVEL/TRAINING/MEALS	129.30
ALEX SCHNETZ	TRAVEL/TRAINING/MEALS	143.00
ALLSTAR FIRE EQUIPMENT	NON-CAP. EQUIPMENT	7,111.28
AMERICAN PAVEMENT SYSTEMS, INC.	PROJECT RETENTION	17,425.74
AMERICAN RAMP COMPANY	PARK IMPROVEMENTS	33,649.98
ANDRE BOOKER	TRAVEL/TRAINING/MEALS	300.00
ANGELA DOYLE	TRAVEL/TRAINING/MEALS	797.76
ANIMAL DAMAGE MANAGEMENT, INC.	PROFESSIONAL SERVICES	1,670.00
APS ENVIRONMENTAL, INC.	PROFESSIONAL SERVICES	525.00
ARC DOCUMENT SOLUTIONS, LLC	PROFESSIONAL SERVICES	6,170.83
ARCSTREM LLC	INSTRUCTIONAL SERVICES	1,319.50
AT&T	COMMUNICATIONS	71,231.28
AT&T MOBILITY	COMMUNICATIONS	22,781.65
AVDIS & CUCCHI, LLP	PROFESSIONAL SERVICES	50,000.00
AVI-SPL LLC	PROFESSIONAL SERVICES	15,167.37
AZCO SUPPLY INC.	REPAIR & MAINTENANCE	4,810.16
BAUER COMPRESSORS INC.	MAINTENANCE CONTRACTS	1,462.56
BETTER BUSINESS PLANNING, INC	PROFESSIONAL SERVICES	306.80
BOETHING TREELAND FARMS, INC.	PROGRAM SUPPLIES/MATERIALS	1,740.33
BOY SCOUT TROOP #29	PROFESSIONAL SERVICES	7,136.01
BPR CONSULTING GROUP LLC	PROFESSIONAL SERVICES	6,350.62
BRANDON ASHER (TWIN CITY TROPHIES)	PROGRAM SUPPLIES/MATERIALS	598.43
BRUSCA ASSOCIATES, INC.	PROFESSIONAL SERVICES	4,100.00
BUREAU VERITAS NORTH AMERICA INC.	PROFESSIONAL SERVICES	121,530.43
BUSHNELL LANDSCAPE INDUSTRIES, INC.	PROFESSIONAL SERVICES	975.00
CALIFORNIA BUILDING STANDARDS COMMISSION	STATE BLDG STANDARDS FUND	1,426.50
CALIFORNIA CLETS USERS GROUP	LICENSES/MEMBERSHIPS/SUBSCRIP	125.00
CALIFORNIA CRIMINAL JUSTICE WARRANT	LICENSES/MEMBERSHIPS/SUBSCRIP	100.00
CALIFORNIA DEPT OF TAX & FEE ADMINISTRATION	PROGRAM SUPPLIES/MATERIALS	457.00
CALIFORNIA EMERGENCY SERVICES ASSOCIATION	TRAVEL/TRAINING/MEALS	854.00
CALIFORNIA NARCOTICS OFFICERS ASSOC.	LICENSES/MEMBERSHIPS/SUBSCRIP	100.00
CALIFORNIA RESERVE POLICE OFFICERS ASSOC.	RESERVE OFFICER EXPENSE	192.00
CALIFORNIA STATE DEPT OF CONSERV.	SEISMIC EDUCATION LIABILITY	4,408.27

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<u>Vendor Name</u>	<u>Total Amount Paid</u>
CALIFORNIA STATE DEPT. OF GENERAL SERVICES	CASP SB1186 - STATE PORTION 305.61
CALIFORNIA STATE DEPT. OF JUSTICE	PROFESSIONAL SERVICES 2,410.00
CALIFORNIA STATE FISH & WILDLIFE	LICENSES/MEMBERSHIPS/SUBSCRIP 1,402.00
CALLYO 2009 CORP	PROFESSIONAL SERVICES 3,888.00
CAPITOL SAND & GRAVEL CO	REPAIR & MAINTENANCE 1,003.86
CASCADE HEALTHCARE SERVICES LLC	TRAVEL/TRAINING/MEALS 450.00
CDW GOVERNMENT INC.	NON-CAP. EQUIPMENT 165,486.41
CENTRAL VALLEY ENG. & ASPHALT INC.	INFRASTRUCTURE 87,726.46
CENTRALSQUARE TECHNOLOGIES	MAINTENANCE CONTRACTS 1,833.76
CHAVAN & ASSOCIATES, LLP	PROFESSIONAL SERVICES 19,800.00
CHRIS WADE	TRAVEL/TRAINING/MEALS 774.49
CINTAS CORPORATION	LAUNDRY DEDUCTION PAYABLE 6,908.76
CINTAS FIRST AID & SAFETY	PROFESSIONAL SERVICES 428.40
CITY OF ROCKLIN - PETTY CASH	PROGRAM SUPPLIES/MATERIALS 142.96
CITY OF ROSEVILLE	HWY 65 PAYABLE 55,304.19
CITY OF ROSEVILLE - FINANCE	TRAVEL/TRAINING/MEALS 140.00
CITY OF SACRAMENTO	TRAVEL/TRAINING/MEALS 1,897.55
CLASSIC TOW SERVICE	PROFESSIONAL SERVICES 2,170.00
CLOUDBURST CONSULTING GROUP, INC	PROFESSIONAL SERVICES 3,246.50
COAR DESIGN GROUP	BUILDING 24,334.48
CODY FORREST	TRAVEL/TRAINING/MEALS 1,175.00
COMMERCIAL PUMP SERVICE, INC	COMMUNICATIONS 500.00
COMMERCIAL WALL COVERING SERVICES, INC.	REPAIR & MAINTENANCE 1,955.00
CONNIE NYE	TRAVEL/TRAINING/MEALS 67.58
CONNOR BAGAN	TRAVEL/TRAINING/MEALS 2,411.00
CONSOLIDATED COMMUNICATIONS	COMMUNICATIONS 3,941.80
COPWARE INC.	PROFESSIONAL SERVICES 965.00
CORE PSYCHOLOGICAL CORPORATION	RECRUITMENT EXPENSES 2,000.00
CORY MAYLETT DESIGN	PROFESSIONAL SERVICES 3,165.00
COST RECOVERY SYSTEMS INC.	PROFESSIONAL SERVICES 8,000.00
COUNTCO CAPITAL, LLC	RENTAL/LEASE 16,988.43
CPS HR CONSULTING	PROFESSIONAL SERVICES 25,279.25
CRAFCO, INC.	PROGRAM SUPPLIES/MATERIALS 14,610.58
CRAIG MIERS & GEORGE SCOTT ARCHITECTS, LLP	BUILDING 1,404.03
CRASH DATA GROUP INC	MAINTENANCE CONTRACTS 1,500.00
CREATIVE MEDIA SOLUTIONS	PROFESSIONAL SERVICES 300.00
CURTIS BLUE LINE	UNIFORMS 8,588.85
CWKK CORP	MAINTENANCE CONTRACTS 474.00
CYRACOM INTERNATIONAL , INC	PROFESSIONAL SERVICES 351.85
DANIEL CHOE	TRAVEL/TRAINING/MEALS 283.77
DARRELL JANTZ	TRAVEL/TRAINING/MEALS 240.00
DATCO SERVICES CORPORATION	PROFESSIONAL SERVICES 2,928.50
DAVID DOWNING (USA FENCE CO.)	REPAIR & MAINTENANCE 300.00

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Vendor Name	Total Amount Paid
DAWN BULLWINKEL (DRB CONSULTING LLC)	PROFESSIONAL SERVICES 33,656.61
DELL	NON-CAP. EQUIPMENT 1,127.28
DOCUSIGN, INC.	MAINTENANCE CONTRACTS 12,489.75
DOKKEN ENGINEERING	INFRASTRUCTURE 43,534.89
DOMINGUEZ LANDSCAPE SERVICES INC.	PROFESSIONAL SERVICES 395,802.77
DOUBLE B DEMOLITION INC	PARK IMPROVEMENTS 121,694.25
DOUGLAS EVAN THOMAS	PROFESSIONAL SERVICES 150.00
DOWNEY BRAND LLP	PROFESSIONAL SERVICES 152,630.07
ECONOMIC AND PLANNING SYSTEMS, INC.	PROFESSIONAL SERVICES 4,160.00
EDGES ELECTRICAL GROUP, LLC	PROPERTY DAMAGE EXPENDITURE 9,532.38
EDMUND GEARHART	INSTRUCTIONAL SERVICES 455.00
EFI GLOBAL, INC	PROFESSIONAL SERVICES 380.00
EL DORADO HILLS COUNTY WATER DISTRICT	TRAVEL/TRAINING/MEALS 1,785.00
EMPIRE SAFETY & SUPPLY	PROGRAM SUPPLIES/MATERIALS 3,378.05
ENTENMANN-ROVIN COMPANY	UNIFORMS 1,095.65
ESRI INC.	MAINTENANCE CONTRACTS 45,500.00
ETHOS-CALIFORNIA VETERINARY GROUP INC	PROFESSIONAL SERVICES 63.00
FASTSIGNS	PROGRAM SUPPLIES/MATERIALS 186.73
FEDEX	RECRUITMENT EXPENSES 94.42
FEHR & PEERS	PROFESSIONAL SERVICES 1,152.90
FIRECODE SAFETY EQUIPMENT, INC.	REPAIR & MAINTENANCE 810.00
FIREFIGHTERS BURN INSTITUTE	LICENSES/MEMBERSHIPS/SUBSCRIP 250.00
FIRST AMERICAN ADMINISTRATORS INC	VISION CLAIM 954.00
FLOCK GROUP INC	PROFESSIONAL SERVICES 59,176.03
FORCE SCIENCE, LTD	TRAVEL/TRAINING/MEALS 1,650.00
FOSTER & FOSTER CONSULTING ACTUARIES, INC	PROFESSIONAL SERVICES 17,422.00
FRANCHISE TAX BOARD	FTB WITHHOLDING 6,061.27
FRONTLINE METAL, LLC	PROFESSIONAL SERVICES 2,132.71
FUSUS, INC	MAINTENANCE CONTRACTS 50,000.00
FUTURE CHEVROLET OF SACRAMENTO	PROFESSIONAL SERVICES 18,995.39
FUTURE FORD LINCOLN	VEHICLE & EQUIPMENT PARTS 278.94
GALLAGHER BENEFIT SERVICES INC	PROFESSIONAL SERVICES 700.00
GARRITT H. WALSH (SELECT ELECTRIC)	PROFESSIONAL SERVICES 544.46
GBIS HOLDINGS, INC	MAINTENANCE CONTRACTS 35.00
GENUINE PARTS CO	VEHICLE & EQUIPMENT PARTS 10,798.84
GEORGE REED, INC	INFRASTRUCTURE 15,807.09
GERLING AND ASSOCIATES, INC.	FLEET CAPITAL 109,519.20
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC.	PROFESSIONAL SERVICES 5,669.28
GOVERNMENTJOBS.COM, INC	RECRUITMENT EXPENSES 9,820.85
GRAINGER	GENERAL OFFICE SUPPLIES 126.42
GRANICUS INC	MAINTENANCE CONTRACTS 8,100.67
GREATER SACRAMENTO AREA ECONOMIC COUNCIL	TRAVEL/TRAINING/MEALS 9,000.00
GREATER SACRAMENTO INVESTMENTS, LLC	INSTRUCTIONAL SERVICES 4,704.00

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Vendor Name	Total Amount Paid
GREG M. STENSLER	TRAVEL/TRAINING/MEALS 321.52
GREGORY TAWNEY (D-TAC K9, LLC)	PROFESSIONAL SERVICES 2,400.00
GYMDOC, INC.	MAINTENANCE CONTRACTS 570.72
HARRIS INDUSTRIAL GASES	PROGRAM SUPPLIES/MATERIALS 437.65
HDL COREN & CONE	PROFESSIONAL SERVICES 7,235.43
HERC EXCHANGE LLC	RENTAL/LEASE 9,844.87
HERITAGE LANDSCAPE SUPPLY GROUP	PARK REPAIR & MAINT NON-CAP EX 19,864.17
HONEYWELL INTERNATIONAL INC	MACHINERY & EQUIPMENT 226,955.47
HORIZON VENTURES INC	PROGRAM SUPPLIES/MATERIALS 4,138.33
HUNT & SONS INC.	FUEL/OIL 102,658.74
IAFF ROCKLIN FIREFIGHTERS	PAYROLL DEDUCTS PAYABLE 12,622.50
IMAGETREND, INC	MAINTENANCE CONTRACTS 500.00
INFINITY TECHNOLOGIES	PROFESSIONAL SERVICES 12,730.00
INSOMNIAC PRODUCTIONS	ADVERTISING/PROMOTIONAL 1,737.45
INTERNATIONAL ASSOC OF CHIEFS OF POLICE	LICENSES/MEMBERSHIPS/SUBSCRIP 190.00
INTERNATIONAL BUSINESS INFORMATION TECHNOLOGIES	MAINTENANCE CONTRACTS 4,500.00
INTERNATIONAL MAILING EQUIPMENT INC.	MAINTENANCE CONTRACTS 1,643.00
INTERNATIONAL STUDENT TOURS, INC.	TRAVEL/TRAINING/MEALS 4,660.00
INTERSTATE SALES	NON-CAP. EQUIPMENT 1,085.37
IO PREDICT INC	RECRUITMENT EXPENSES 1,152.00
J & A STEAM, LLC	PROFESSIONAL SERVICES 3,000.00
J.J.R. ENTERPRISES, INC	PROGRAM SUPPLIES/MATERIALS 10,123.90
JACOB RAMIREZ	TRAVEL/TRAINING/MEALS 2,411.00
JACOBS ENGINEERING GROUP, INC.	INFRASTRUCTURE 144,829.59
JAM SERVICES, INC	PROGRAM SUPPLIES/MATERIALS 2,654.44
JAMES GARING	TRAVEL/TRAINING/MEALS 124.32
JASON SHEARER	RET HEALTH PAYGO INSURANCE 1,698.00
JASON WESTGATE	TRAVEL/TRAINING/MEALS 240.00
JEFFREY WALLOCH	RET HEALTH PAYGO INSURANCE 531.00
JEREMY GLAZINER	TRAVEL/TRAINING/MEALS 750.00
JOBELEPHANT.COM INC	RECRUITMENT EXPENSES 1,697.00
JOHN G ROBY (SIRCHIE ACQUISITION CO LLC)	PROGRAM SUPPLIES/MATERIALS 454.41
JOHNSON PETROLEUM CONSTRUCTION INC.	PROFESSIONAL SERVICES 300.00
JON HARTMAN	INSTRUCTIONAL SERVICES 6,675.50
JORGE HERNANDEZ AGUILAR	RECRUITMENT EXPENSES 115.00
JR MUNSAYAC	TRAVEL/TRAINING/MEALS 108.46
JULIE BARBOUR	PROFESSIONAL SERVICES 558.80
JULIE ERVIN	TRAVEL/TRAINING/MEALS 27.47
JUSTIN KOTEY	TRAVEL/TRAINING/MEALS 150.00
JUSTIN NARTKER	TRAVEL/TRAINING/MEALS 398.72
KALKAT, INC.	PROFESSIONAL SERVICES 3,276.00
KAREN SMITH	TRAVEL/TRAINING/MEALS 29.34
KATHERINE SOUZA	RECRUITMENT EXPENSES 27.00

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Vendor Name	Total Amount Paid
KENNY BLACK	LICENSES/MEMBERSHIPS/SUBSCRIP 75.00
KEYSER MARSTON ASSOCIATES, INC.	PROFESSIONAL SERVICES 11,763.10
KIDSFIRST CHILD ABUSE PREVENTION COUNCIL OF PLACER	PROFESSIONAL SERVICES 6,423.05
KIMLEY-HORN AND ASSOCIATES INC.	PROFESSIONAL SERVICES 84,325.67
KRISTINA TERESINSKI (TINADOODLES)	PROFESSIONAL SERVICES 625.00
KUSTOM SIGNALS INC.	NON-CAP. EQUIPMENT 7,531.33
L.N. CURTIS & SONS	NON-CAP. EQUIPMENT 1,336.38
LAFCO	LICENSES/MEMBERSHIPS/SUBSCRIP 31,998.59
LARIOS ROOFING	PROFESSIONAL SERVICES 3,500.00
LAW OFFICES OF LIEBERT CASSIDY & WHITMOR	PROFESSIONAL SERVICES 68,058.50
LEAGUE OF CALIFORNIA CITIES	LICENSES/MEMBERSHIPS/SUBSCRIP 23,346.00
LEGAL DEFENSE FUND OF THE PEACE OFFICERS RESEARCH	RESERVE OFFICER EXPENSE 36.00
LEGAL SHIELD	PAYROLL DEDUCTS PAYABLE 871.36
LEHR AUTO ELECTRIC INC.	NON-CAP. EQUIPMENT 50,488.74
LEXISNEXIS	PROFESSIONAL SERVICES 5,763.35
LIFE-ASSIST INC	PROGRAM SUPPLIES/MATERIALS 6,337.67
LIGHTHOUSE COUNSELING AND FAMILY RESOURCE CENTER	PROFESSIONAL SERVICES 100,000.00
LOGAN STONER	TRAVEL/TRAINING/MEALS 750.00
MAGELLAN HEALTHCARE, INC	PROFESSIONAL SERVICES 2,151.96
MALLORY SAFETY AND SUPPLY LLC	PROGRAM SUPPLIES/MATERIALS 3,010.05
MARA RAUBITSCHK (ART WITH MARA)	INSTRUCTIONAL SERVICES 2,577.00
MARC GUILLERMO	TRAVEL/TRAINING/MEALS 30.00
MATT MCCLURE	TRAVEL/TRAINING/MEALS 254.58
MCMASTER-CARR	PROGRAM SUPPLIES/MATERIALS 756.51
METRO MOBILE COMMUNICATIONS, INC.	UNIFORMS 2,563.98
MICHAEL PETERSON (BUILDING CONCEPTS)	FACILITIES REPAIRS AND MAINT 48,220.00
MICHAEL ROSS (ROSS LADDER SERVICE)	MAINTENANCE CONTRACTS 2,738.75
MIKE DAVIS (FOUR STAR BUILDING)	PROFESSIONAL SERVICES 19,687.00
MIRACLE PLAYSYSTEMS, INC.	PARK REPAIR & MAINT NON-CAP EX 17,153.14
MOTOROLA SOLUTIONS, INC.	NON-CAP. EQUIPMENT 880.79
MUCHMORE THAN CONSULTING, LLC	PROFESSIONAL SERVICES 2,409.50
MUNICIPAL EMERGENCY SERVICES, INC.	REPAIR & MAINTENANCE 928.55
MUNICIPAL RESOURCE GROUP LLC	PROFESSIONAL SERVICES 225.00
NAPPI FABRICATIONS	FLEET CAPITAL 52,997.25
NEIGHBORLY PEST MANAGEMENT	PROFESSIONAL SERVICES 2,245.00
NEIL COSTA	TRAVEL/TRAINING/MEALS 195.67
NETWORK DESIGN ASSOCIATES	PROFESSIONAL SERVICES 29,512.50
NEWPORT BEACH-ALLIANT INSURANCE SERVICE, INC.	INSURANCE PREMIUMS 2,749.00
NI GOVERNMENT SERVICES INC.	COMMUNICATIONS 98.45
NORTHERN CALIF CITIES SELF INS FUND	WORKERS COMP INS PREMIUMS 489,753.50
NUTRIEN AG SOLUTIONS, INC.	PROGRAM SUPPLIES/MATERIALS 2,774.56
OCCU-MED, LTD.	RECRUITMENT EXPENSES 4,150.93
OCEAN SHORE PRINTING	GENERAL OFFICE SUPPLIES 552.53

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Vendor Name	Total Amount Paid
ONE TIME PAY	ACTIVENET REFUND CLEARING 6,857.20
PACIFIC GAS & ELECTRIC CO.	UTILITIES 486,228.57
PAPE MACHINERY INC	VEHICLE & EQUIPMENT PARTS 2,781.37
PARTS AUTHORITY LLC	VEHICLE & EQUIPMENT PARTS 5,385.41
PBM CONSTRUCTION, INC.	REPAIR & MAINTENANCE 251,266.04
PBM SUPPLY & MFG INC	PARK REPAIR & MAINT NON-CAP EX 7,540.64
PEACE OFFICERS RESEARCH ASSOCIATION OF CA	RESERVE OFFICER EXPENSE 24.00
PEDIATRIC EMERGENCY STANDARDS, INC	PROGRAM SUPPLIES/MATERIALS 390.00
PETDATA	PROFESSIONAL SERVICES 3,359.60
PLACER COUNTY ADMINISTRATIVE OFFICES	COUNTY IMPACT FEE 115,270.56
PLACER COUNTY AIR POLLUTION CONTROL DISTRICT	MAINTENANCE CONTRACTS 150.00
PLACER COUNTY DISTRICT ATTORNEY	PROFESSIONAL SERVICES 1,950.00
PLACER COUNTY ENVIRONMENTAL HEALTH	PROFESSIONAL SERVICES 1,115.00
PLACER COUNTY FLOOD CONTROL & CONSERVATION	LICENSES/MEMBERSHIPS/SUBSCRIP 95,322.17
PLACER COUNTY HEALTH & HUMAN SERVICES	PROFESSIONAL SERVICES 25,353.00
PLACER COUNTY OFFICE OF EMERGENCY SERVICES	LICENSES/MEMBERSHIPS/SUBSCRIP 7,900.87
PLACER COUNTY PUBLIC WORKS DEPARTMENT	PROFESSIONAL SERVICES 267,622.50
PLACER COUNTY WATER AGENCY	UTILITIES 158,384.05
PLACER LAW ENFORCEMENT AGENCY	LICENSES/MEMBERSHIPS/SUBSCRIP 100.00
PORT53 TECHNOLOGIES INC	MAINTENANCE CONTRACTS 13,770.00
PRIDE INDUSTRIES ONE INC.	PROFESSIONAL SERVICES 134,492.32
PRIETO ROSEVILLE	VEHICLE & EQUIPMENT PARTS 6,819.37
PRIME TIME ENTERTAINMENT	RENTAL/LEASE 4,500.00
PRIORITY DISPATCH	MAINTENANCE CONTRACTS 5,600.00
PROFORCE LAW ENFORCEMENT	PROGRAM SUPPLIES/MATERIALS 10,960.72
PUBLIC RISK,INNOVATION,SOLUTIONS AND MANGAGEMENT	PROFESSIONAL SERVICES 2,100.00
PYRO SPECTACULARS NORTH, INC	PROFESSIONAL SERVICES 32,161.00
R & M REFRIGERATION	REPAIR & MAINTENANCE 2,454.79
R3 CONSULTING GROUP INC	PROFESSIONAL SERVICES 2,131.00
RAIN BIRD SERVICES CORP	COMMUNICATIONS 750.00
RALPH ANDERSON & ASSOCIATES	PROFESSIONAL SERVICES 11,490.00
RAPID FIRST PLUMBING	REPAIR & MAINTENANCE 2,251.00
RDO EQUIPMENT CO	VEHICLE & EQUIPMENT PARTS 524.13
RICK LAWRENCE	TRAVEL/TRAINING/MEALS 120.00
RIVERVIEW INTERNATIONAL TRUCKS	VEHICLE & EQUIPMENT PARTS 310.11
ROBBINS & HOLDAWAY, A PROF. CORP.	PROFESSIONAL SERVICES 3,540.00
ROBERT ZAUCHA	TRAVEL/TRAINING/MEALS 420.00
ROCKLIN POLICE OFFICERS ASSOCIATION	PAYROLL DEDUCTS PAYABLE 32,790.13
ROCKLIN RANCH VETERINARY HOSPITAL	PROFESSIONAL SERVICES 121.12
ROCKLIN WINDUSTRIAL	PROGRAM SUPPLIES/MATERIALS 56.49
ROSS RECREATION EQUIPMENT CO, INC.	PROGRAM SUPPLIES/MATERIALS 199.82
RUHKALA GRANITE & MARBLE CO INC.	MISCELLANEOUS EXP. 1,090.00
RUSSELL SCHERMERHORN	TRAVEL/TRAINING/MEALS 21.56

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<u>Vendor Name</u>	<u>Total Amount Paid</u>
RUSTIN BANKS	TRAVEL/TRAINING/MEALS 120.00
RYAN BRAYTON	TRAVEL/TRAINING/MEALS 816.42
SACRAMENTO COUNTY	PROFESSIONAL SERVICES 7,224.00
SACRAMENTO REGIONAL PUBLIC SAFETY	TRAVEL/TRAINING/MEALS 651.00
SAFETY-KLEEN SYSTEMS, INC.	MAINTENANCE CONTRACTS 1,717.48
SANLI PASTORE & HILL, INC.	PROFESSIONAL SERVICES 18,799.00
SARAH WALTON	TRAVEL/TRAINING/MEALS 151.42
SEARCH AMERICA, LLC	PROFESSIONAL SERVICES 329.85
SECURITY & ASSET MANAGEMENT, LP	MAINTENANCE CONTRACTS 6,194.89
SEEVERS JORDAN ZIEGENMEYER	PROFESSIONAL SERVICES 1,700.00
SENIORS FIRST, INC.	PROFESSIONAL SERVICES 5,618.82
SENTINEL FIRE EQUIPMENT	REPAIR & MAINTENANCE 1,833.49
SERVPRO OF AUBURN/ROCKLIN	PROFESSIONAL SERVICES 675.00
SHAWN WATKINS	TRAVEL/TRAINING/MEALS 539.76
SHERBURN L. HINKLEY (HINKLEY MASONRY)	PROFESSIONAL SERVICES 575.00
SHI INTERNATIONAL CORP.	NON-CAP. EQUIPMENT 5,508.53
SHUMS CODA ASSOCIATES, INC	PROFESSIONAL SERVICES 3,950.87
SIERRA TRAFFIC MARKINGS, INC.	REPAIR & MAINTENANCE 2,484.37
SITWISE CONSTRUCTION INC	PROFESSIONAL SERVICES 9,390.00
SLOAN SAKAI YOUNG & WONG LLP	PROFESSIONAL SERVICES 960.00
SMITHWAY ASSOCIATES, INC	RENTAL/LEASE 5,683.32
SOUTH PLACER M.U.D.	UTILITIES 8,718.74
SOUTH PLACER REGIONAL	SPRTA MITIGATION FEES 84,627.97
ST VINCENT DE PAUL SOCIETY ROSEVILLE AREA CONF	PROFESSIONAL SERVICES 18,614.48
STATE CONTROLLER DEPARTMENTAL ACCOUNTING OFFICE	PROFESSIONAL SERVICES 2,925.78
STATES RECOVERY SYSTEMS INC	BAD DEBT EXPENSE 4,579.00
STERICYCLE, INC	PROFESSIONAL SERVICES 903.90
STRYKER CORPORATION	MAINTENANCE CONTRACTS 10,436.81
SUNBELT RENTALS INC.	RENTAL/LEASE 5,339.74
SUTTER BUTTES COMMUNICATIONS	MACHINERY & EQUIPMENT 4,905.88
SWARCO MCCAIN, INC	REPAIR & MAINTENANCE 20,463.30
SWIERSTOK ENTERPRISES INC	FACILITIES & OTHER IMPROVEMENT 177,677.17
SYMBOL ARTS	UNIFORMS 1,038.08
SYN-TECH SYSTEMS, INC	LICENSES/MEMBERSHIPS/SUBSCRIP 550.00
SYTECH SOLUTIONS	PROFESSIONAL SERVICES 3,200.00
TELEFLEX LLC	PROGRAM SUPPLIES/MATERIALS 602.38
TERRI RUGGERI	INSTRUCTIONAL SERVICES 1,387.75
TERRY E MASTEN (LUNA BAKING CO)	INSTRUCTIONAL SERVICES 546.00
TESCO CONTROLS INC.	PROGRAM SUPPLIES/MATERIALS 2,250.00
TETRA TECH, INC.	PROFESSIONAL SERVICES 1,420.36
THE GOODYEAR TIRE & RUBBER COMPANY	PROFESSIONAL SERVICES 25,197.26
THE GUMSHOE GROUP, LLC	RECRUITMENT EXPENSES 1,600.00
THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LONG TERM DISABILITY PAYABLE 92.84

Date and Time of Data: 5/8/24, 12:02 pm

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Vendor Name	Total Amount Paid
THE RADAR SHOP INC.	PROFESSIONAL SERVICES 1,992.00
THOMSON-REUTERS WEST	LICENSES/MEMBERSHIPS/SUBSCRIP 225.87
THYSSEN-KRUPP ELEVATOR	MAINTENANCE CONTRACTS 3,736.84
TIM R. STEVENSON (ATLAS WELDCO)	PROFESSIONAL SERVICES 468.75
TIMOTHY D. GLISSMAN (GLISSMAN EXCAVATING)	PROFESSIONAL SERVICES 6,920.00
TIMOTHY SHERRILL	TRAVEL/TRAINING/MEALS 360.00
TKE ENGINEERING, INC	PROFESSIONAL SERVICES 832.50
TRAFFIC & PARKING CONTROL CO, INC.	PROGRAM SUPPLIES/MATERIALS 4,824.32
TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	PROFESSIONAL SERVICES 1,429.97
TREE PRO TREE SERVICES INC	REPAIR & MAINTENANCE 135,441.72
TRIEPI SMITH AND ASSOCIATES, INC	PROFESSIONAL SERVICES 4,359.53
TRUE MANAGEMENT SERVICES, LLC	PROFESSIONAL SERVICES 500.00
TYLER TECHNOLOGIES INC.	PROFESSIONAL SERVICES 2,343.15
U.S. BANK NATIONAL ASSOCIATION	FUEL/OIL 31,067.83
U.S. CAD HOLDINGS LLC	MAINTENANCE CONTRACTS 12,340.00
UE MEDICAL DEVICES INC	NON-CAP. EQUIPMENT 12,394.48
ULINE	GENERAL OFFICE SUPPLIES 80.73
ULTRA LINK CABLING SYSTEMS, INC.	PROFESSIONAL SERVICES 2,574.19
UNITED OF OMAHA LIFE INSURANCE COMPANY	PAYROLL DEDUCTS PAYABLE 13,987.93
UNITED RENTALS	PROGRAM SUPPLIES/MATERIALS 32.53
VALDEZ PAINTING, INC	FACILITIES REPAIRS AND MAINT 3,843.20
VALLEY POWER SYSTEMS INC.	PROFESSIONAL SERVICES 614.00
VALLEY ROCK LANDSCAPE MATERIAL	PROGRAM SUPPLIES/MATERIALS 1,926.56
VCA ANIMAL HOSPITALS, INC	PROFESSIONAL SERVICES 622.85
VERIZON BUSINESS	COMMUNICATIONS 197.08
VERIZON WIRELESS	COMMUNICATIONS 11,372.01
VIRTUAL PM INC.	MAINTENANCE CONTRACTS 7,500.00
VOLLMAR NATURAL LANDS CONSULTING	PROFESSIONAL SERVICES 32,552.00
VORTEX INDUSTRIES, INC.	REPAIR & MAINTENANCE 2,306.93
V-POWER EQUIPMENT, INC.	REPAIR & MAINTENANCE 7,867.24
WALKER'S OFFICE SUPPLIES	GENERAL OFFICE SUPPLIES 2,675.49
WAVE BROADBAND	MAINTENANCE CONTRACTS 55,805.32
WAVELENGTH AUTOMATION, INC	LICENSES/MEMBERSHIPS/SUBSCRIP 774.00
WAXIE SANITARY SUPPLY	PROGRAM SUPPLIES/MATERIALS 726.25
WENDY SMITH	TRAVEL/TRAINING/MEALS 268.03
WESTERN PLACER CO FIRE CHIEFS ASSOC.	LICENSES/MEMBERSHIPS/SUBSCRIP 360.00
WESTERN PLACER WASTE MANAGEMENT AUTHOR.	REPAIR & MAINTENANCE 59.38
WEST-MARK INC	VEHICLE & EQUIPMENT PARTS 2,056.76
WHITE CAP SUPPLY HOLDINGS II, LLC	PROGRAM SUPPLIES/MATERIALS 1,495.46
WHITLOCK & WEINBERGER TRANSPORTATION, INC.	PROFESSIONAL SERVICES 986.25
WILLDAN FINANCIAL SERVICES	PROFESSIONAL SERVICES 16,602.07
WINNER CHEVROLET, INC.	FLEET CAPITAL 187,672.53
WITTMAN ENTERPRISES, LLC	PROFESSIONAL SERVICES 7,168.00

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Vendor Name	Total Amount Paid
ZOHO CORPORATION	MAINTENANCE CONTRACTS 2,512.00
US BANK	JAN FEB MAR CALCARD PAYMENT 328,400.97
	Total: \$6,837,547.67



City Council Staff Report

Subject: Quarterly Treasurer's Report

Date: June 11, 2024

Submitted By: Megan Bressem, Management Analyst
Daniel Choe, Deputy Director of Administrative Services
Daniel Choe

Department: Administrative Services - Finance

Recommendation:

Receive the Treasurer's Report for the Quarter Ending March 31, 2024.

Background:

The Quarterly Treasurer's Report (Attachment 1), for the quarter ending March 31, 2024, provides the depository, maturity date, amount, and estimated annualized interest earnings for the City's investments pursuant to the Investment Policy (Resolution No. 2023-67).

ATTACHMENTS:

[1. Treasurer's Report for Quarter Ending March 31, 2024](#)

CITY OF ROCKLIN
TREASURER'S REPORT OF INVESTMENTS & CASH
March 31, 2024

DEPOSITORY	PURCHASE DATE	MATURITY DATE	RATE %	AMOUNT	TOTAL AMOUNT	ANNUALIZED INT. RETURN	SPECIAL NOTES
INVESTMENTS							
LOCAL AGENCY INVESTMENT FUND			4.232	\$ 26,746,821	\$ 26,746,821	\$ 1,131,925	Type: State Pooled Investment Account Considered 1 day funds
CITIGROUP INC.	12/11/1998	02/15/2098	6.875	\$ 20,000	\$ 20,000	\$ 1,375	Type: Corporate Bond Coupon Rate: 6.875 Cost is reported Market Value: \$23,440.86* Par Value: \$20,000
PLACER COUNTY TREASURER'S INVESTMENT PORTFOLIO			3.339	\$ 8,941,577	\$ 8,941,577	\$ 298,559	Type: County Pooled Investment Account Considered 1 day funds
FIVE STAR BANK (ROCKLIN RISE) DEPOSIT			4.272	\$ 5,352,473	\$ 5,352,473	\$ 228,658	Type: Public Money Market Account Considered 1 day funds
CITY OF ROCKLIN INVESTMENT PORTFOLIO			3.210	\$ 72,502,410	\$ 72,502,410	\$ 2,327,327	Type: City Pooled Investment Account Considered 1 day funds
TOTAL INVESTMENTS					\$ 113,563,281	\$ 3,987,844	
AVERAGE PERCENTAGE ON INVESTMENTS			3.512%			WEIGHTED AVERAGE MATURITY 1.37 years	
OPERATING ACCOUNTS							
WELLS FARGO OPERATING ACCOUNT			N/A	\$ 7,457,701	\$ 7,457,701	\$ -	Type: Checking Account Immediate Access Compensatory balance arrangement
CDBG ACCOUNT			1.080	\$ 157,020	\$ 157,020	\$ 1,696	Type: Checking Account Immediate Access
TOTAL OPERATING ACCOUNTS					\$ 7,614,721	\$ 1,696	

* Sources of pricing as reported by Wells Fargo Investments.

I hereby certify that the above amounts and locations of accounts represent the total investments of the City of Rocklin as of the date of this report and that the investments are in conformity with Legislative Policy No. 1 as restated in Resolution 2023-67 on May 9, 2023. I hereby certify that the City of Rocklin has sufficient funds available to meet its expenditure requirements for the next six months.

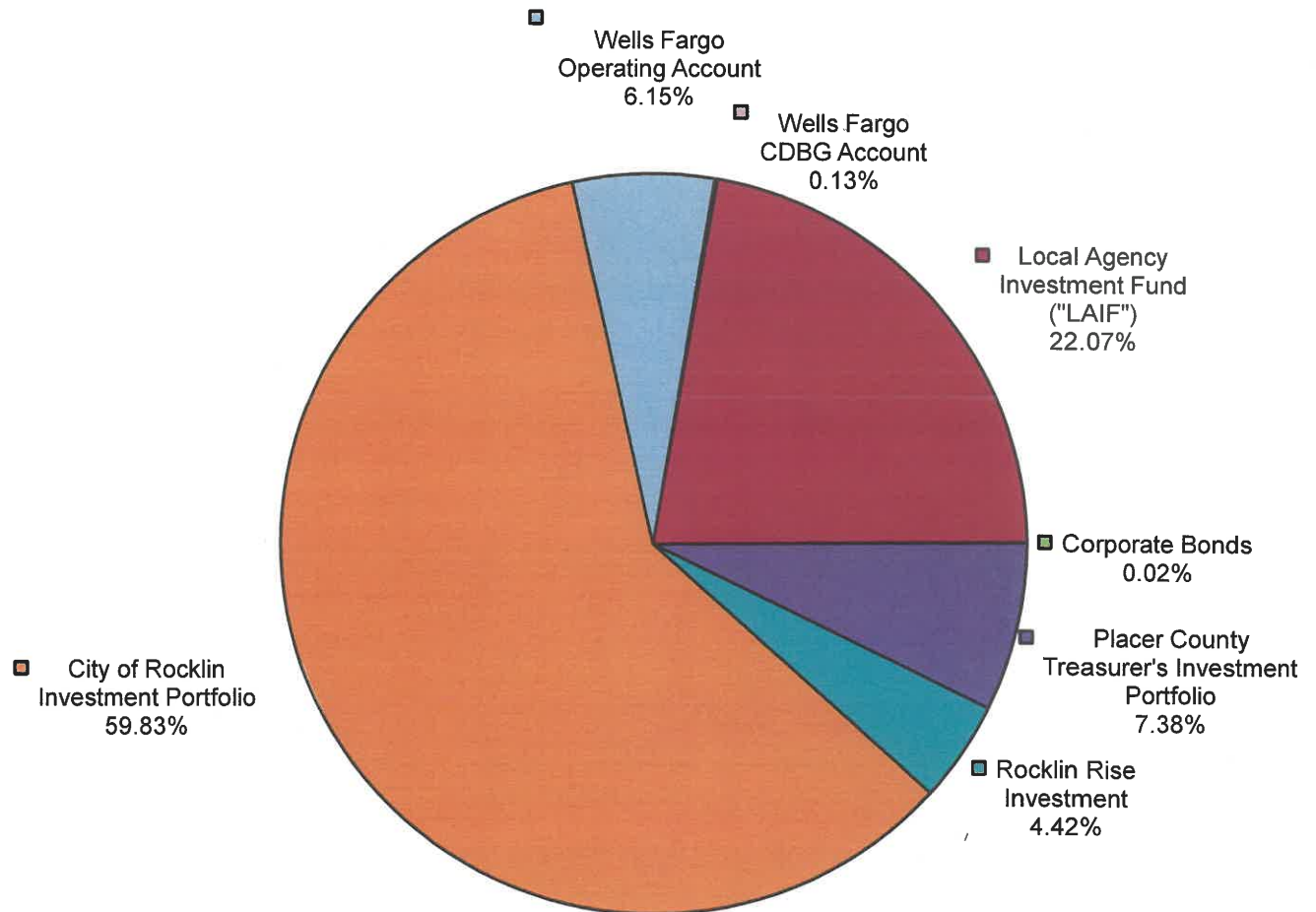

DANIEL CHOI
CITY TREASURER

05/14/2024
DATE


ALY ZIMMERMANN
CITY MANAGER

05/16/2024
DATE

CITY OF ROCKLIN INVESTMENT REPORT for the Quarter Ended March 31, 2024





City Council Staff Report

Subject: 2022 Homeland Security Grant Program - Award of Grant

Date: June 11, 2024

Submitted By: Darrell Jantz, Sergeant
Rustin Banks, Police Chief

Department: Police

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Subawardee Grant Agreement with the City of Sacramento Accepting the Terms and Award of the 2022 Homeland Security Grant Program-Urban Area Security Initiative.

Background:

The Homeland Security Grant includes a suite of risk-based grants to assist state, local, tribal and territorial efforts in preventing, protecting against, mitigating, responding to and recovering from acts of terrorism and other threats. This grant provides grantees with the resources required for implementation of the National Preparedness System and working toward the National Preparedness Goal of a secure and resilient nation. More specifically, the Urban Area Security Initiative program provides funding to enhance regional preparedness and capabilities in designated high-threat, high-density areas.

The City of Sacramento in coordination with the City of Rocklin Police Department for the benefit of the Sacramento Urban Area applied for and was awarded a grant on September 1, 2022, from the Homeland Security Grant Program-Urban Area Security Initiative (UASI) in the amount of three million and ninety-seven thousand dollars (\$3,097,000), starting on or about June 1, 2024 and concluding April 30, 2025. The City of Rocklin Police Department has been awarded a subaward from the City of Sacramento in the amount of eighty-nine thousand and eighty dollars (\$89,080) for the specific purpose to purchase an X-Ray unit for the Explosive Ordnance Disposal Team (EOD).

The equipment will increase safety and "Time on Target" for bomb technicians.

The California Governor's Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA) require the Rocklin City Council adopt a Resolution (Attachment 1) in order to execute the agreement and accept and use the Subaward.

Fiscal Impact:

The total amount of the grant is \$89,080. No City match is required. City Council approval of the staff recommendation will initiate a budget amendment to increase appropriations by \$89,080 in the Fiscal Year 2023/24 Operating Budget (Fund 275), with offsetting revenue. There is no additional fiscal impact to the staff recommendation.

ATTACHMENTS:

1. [Resolution](#)
2. [Resolution Exhibit A - Subawardee Agreement](#)
3. [Notification](#)

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE
SUBAWARDEE GRANT AGREEMENT WITH THE CITY OF SACRAMENTO
ACCEPTING THE TERMS AND AWARD OF THE 2022 HOMELAND
SECURITY GRANT PROGRAM-URBAN AREA SECURITY INITIATIVE

WHEREAS, the City of Sacramento in coordination with the City of Rocklin Police Department applied for and was awarded a grant under the Homeland Security Grant Program-Urban Area Security Initiative (UASI) in the amount of three million and ninety-seven thousand dollars (\$3,097,000), starting on or about June 1, 2024 and concluding April 30, 2025; and

WHEREAS, City of Rocklin Police Department is receiving a subaward from the City of Sacramento in the amount of eighty-nine thousand and eighty dollars (\$89,080) for the specific purpose to purchase an X-Ray unit for the Explosive Ordnance Disposal Team (EOD),

WHEREAS, the California Governor's Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA) require the Rocklin City Council obtain a resolution in order to execute the agreement and accept and use the Subaward; and

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 the Subaward Agreement with the City of Sacramento (Exhibit A) accepting the terms and award of the 2022 Homeland Security Grant Program-UASI on behalf of the Police Department's EOD Team.

Section 2. The City Council of the City of Rocklin hereby authorizes the City Manager to appropriate an expenditure budget of \$89,080 and a corresponding revenue budget in the like amount to account for and administer grant in the Reimbursement Fund 275.

PASSED AND ADOPTED this 11th day of June, 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

CONTRACT #:
CONTRACT NAME: EOD X-Ray Unit
CONTRACT PROJECT #: G11016922
DEPARTMENT: Police
DIVISION: Homeland Security

**CITY OF SACRAMENTO
SUBAWARD AGREEMENT**

THIS SUBAWARD AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the **City of Sacramento**, a municipal corporation (the "City"), and City of Rocklin, a municipal corporation (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

I. GENERAL INFORMATION

§1.1 Federal Award Information

The "Federal award" (as such term is defined in the Code of Federal Regulations("CFR"), 2 CFR §200.1, and used in this Agreement) is the:

Grant Program Name	<u>FY 2022 Homeland Security Grant Program - Urban Area Security Initiative</u>
FAIN #	<u>EMW-2022-SS-00043</u>
CFDA #	<u>97.067</u>
Federal Award Date	<u>September 1, 2022</u>

This is not a "Research & Development" award as defined in 2 CFR §200.1 and 200.331, and there is no "indirect cost rate" for this federal award as defined in 2 CFR §200.1 and 200.331.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.1 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate ("DHS").

The State of California, through its Governor's Office of Emergency Services ("CalOES"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.1 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Sacramento Urban Area in the amount of \$ 3097000.

§1.2 Subaward Information and Period of Performance

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward Amount	<u>\$89,080</u>
-----------------	-----------------

Period of Performance ("Term")	06/01/2024 through 4/30/2025
Subrecipient SAM Unique Entity Identifier	F9JTDHKSXB5

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	City of Sacramento
Authorized Representative:	Karina Palacios - Administrative Analyst
Authorized Department:	Police
Address:	5770 Freeport Blvd., Suite 100
	Sacramento, CA 95822
Phone:	916-767-2297
E-Mail:	kpacios@pd.cityofsacramento.org

Party:	City of Rocklin
Authorized Representative:	Karen Smith - Administrative Analyst
Authorized Department:	Police
Address:	4080 Rocklin Road
	Rocklin, CA 95677
Phone:	916-625-5356
E-mail:	karen.smith@rocklin.ca.us

Formal notices, demands, and communications to be given hereunder by either Party shall be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

§1.4 Authorities

Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient, governing board or authorized body agree:

- A. That any liability arising out of the use of the Subaward, and any products or services purchased therefrom, shall be the responsibility of Subrecipient,

governing board or authorized body. City disclaims all liability as to the use of the Subaward, and any products of services purchased therefrom.

- B. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.
- C. That the official executing this Agreement is authorized to do so.

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II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference:

- A. Department of Homeland Security FY 2022 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO");
- B. FY 2022 DHS Standard Terms and Conditions ("DHS Standard Conditions") (**Exhibit A**);
- C. FEMA Information Bulletins ("IB");
- D. CalOES 2022 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"),
- E. CalOES 2022 Standard Assurances for All CalOES Federal Grant Programs ("CalOES Assurances") (**Exhibit B**);
- F. CalOES Grant Management Memos ("GMM"); and
- G. The cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on <http://www.whitehouse.gov/omb/>.

Subrecipient hereby certifies that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward.

§2.2 City Administrative Requirements

- A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.
- B. The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects ("Subrecipient Workbook") (**Exhibit C**). The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects.

Subrecipient shall use the Subaward funds strictly in accordance with the Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.

Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form, which is located in the Subrecipient Workbook, all required supporting documentation and a revised Workbook showing such modification.

Workbook modification requests must be submitted prior to deadlines set by the City. Inaccurate or incomplete requests shall be returned to the Subrecipient for revision. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

- C. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the Sacramento Urban Area region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward.

Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR §315 and Section 2.3.P. of this Agreement.

- D. Any "equipment" (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds:
1. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the Sacramento Urban Area, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
 2. Shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and
 3. Shall have a Sacramento Urban Area identification decal affixed to it.

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

- E. This Subaward is not a "fixed amount award" as such term is defined in 2CFR §200.45. Subrecipient agrees that disbursement of this Subaward to Subrecipient shall be made on a reimbursement method. If Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide

evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR §200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall provide to the City a completed Reimbursement Request Form, which is located in the Subrecipient Workbook, along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request").

All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation.

The City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision.

The City shall forward Reimbursement Requests to CalOES for payment within thirty (30) days of receipt, provided such request is deemed accurate and complete. The City shall reimburse Subrecipient within thirty (30) days of its receipt of funds from CalOES.

Final Reimbursement Requests for this Subaward must be received by the City no later than **30** days following the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline").

After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the Sacramento Urban Area region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

- F. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of any loss or reduction of Subaward funds.

§2.3 DHS and CalOES Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this Subaward and set forth in Section 2.1. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

- A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.
- B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3733, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.
- C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Standard Conditions and the *Reporting Accusations and Findings of Discrimination* section of the CalOES Assurances.
- D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Subrecipient shall comply with provisions of the Hatch Act (5 U.S.C. §1501-1508 and §7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

- E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.213 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarbing or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.E.2. above; and
4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

- F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in such Act.

- G. Subrecipient shall comply with all Federal statutes relating to non-discrimination,

including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments.

Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

- H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.
- I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Act and statutory requirements for whistleblower protections.
- J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000.
- K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements.
- L. Subrecipient shall comply with the provisions set forth in the *Property- Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable to Federally Funded Construction Projects* section of the CalOES Assurances.
- M. Subrecipient acknowledges the applicability of the Freedom of Information Act and the California Public Records Act to certain information as more fully set

forth in the *Freedom of Information Act* section of the CalOES Assurances.

- N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.
- O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals and logos.
- P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.
- Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.
- R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.
- S. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.
- T. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.
- U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; (1) *Energy Policy and Conservation Act*, (2) *Hotel and Motel Fire Safety Act of 1990*, (3) *Terrorist Financing E.O. 13224*, (4) *USA Patriot Act of 2001*, (5) *Fly America Act of 1974*,

and (6) Whistleblower Protections and Whistleblower Protection Act.

- W. Subrecipient acknowledges and shall comply with the following Special Conditions and Corrective Actions applicable to this Subaward:
1. Subaward funding is subject to restricted drawdown for the duration of the Term;
 2. Subrecipient shall submit sufficient documentation to support expenditures prior to reimbursement or advance of funds. Documentation must include invoices, timesheets, evidence supporting overtime and backfill costs, cancelled checks or other proof of payment, and copies of related contracts (See §2.2.E).
CalOES may request additional procurement material. CalOES will not issue reimbursement or advance payment until the documentation is reviewed and the payment is determined to be adequately supported;
 3. Failure to comply with these conditions may result in disallowed costs or additional restrictions on current and future subaward funding, pursuant to 2 CFR §200.205 and §200.338.

§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a "Federal award" as such term is defined in 2 CFR §200.1 and that Subrecipient's use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the "Uniform Requirements"). Subrecipient agrees that it is considered a "non- Federal entity" and a "subrecipient" as such terms are defined in 2 CFR §§200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a "subrecipient" and a "non-Federal entity" as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a "pass-through entity" as such term is defined in 2 CFR §200.1 and that each of them shall have the rights and remedies of a "pass-through entity" in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements.

Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

- A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.
- B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set forth in 2 CFR §200.113.

- C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions, including, but not limited to, the sampling of procurements and equipment to ensure grant compliance during the City's bi-annual monitoring. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.
- D. **Financial Management and Internal Controls**
Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.
Subrecipient shall complete and submit a Grants Management Assessment Form to the City (**Exhibit D**) to inform the City of potential risks of non-compliance with respect to the terms and conditions of this Subaward.
- E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.
- F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.
- G. **Property Standards**
When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward funds, Subrecipient shall comply with the regulations set forth in 2 CFR §200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:
1. Requirements for insurance coverage for real property and equipment.
 2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR §200.1).
 3. Regulations involving Federally owned and exempt property.
 4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR §200.1).
 5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR §200.1).

6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR §200.1). Such requirements include, without limitation:
 - a. A reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright;
 - b. The rights of the Federal government to data produced under the Subaward;
 - c. The applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward; and
 - d. Subrecipient's compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401. Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to "non-Federal entities" as set forth in 2 CFR §200.318 through 200.326 (the "Procurement Regulations"). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.

In addition, Subrecipient must include in all of its contracts paid or reimbursed

in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non- Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non- Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee and monitor activities supported by the Grant to assure compliance with applicable Federal requirements and performance expectations.

Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in 2 CFR §200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a "pass-through entity," may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors' access to Subrecipient's records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City's risk evaluation of Subrecipient under 2 CFR §200.331(b).

J. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §200.333 to 200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. These access rights shall not be

limited to any required record retention period, but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

K. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E ("Cost Principles"). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

L. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F ("Audit Requirements"). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an "auditee" (as defined in 2 CFR §200.1) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

M. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR §200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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III. STANDARD PROVISIONS

§3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§3.3 Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County of Sacramento and the City of Sacramento, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Sacramento County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§3.4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the

subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by

a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above- stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

- A. Notwithstanding the provisions of §1.4(A) above, pursuant to Government Code Sections 895.4 and 895.6, the Parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

§3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all the Requirements and other provisions of this Agreement.

§3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338.

Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward.

Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed

under 2 CFR §200.342.

Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR §200.341.

§3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 CFR §200.339.

In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the Parties thereto.

§3.13 Complete Agreement

This Agreement sets forth all the rights and duties of the Parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

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IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

CITY OF SACRAMENTO

A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: Howard Chan, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments

Exhibit A	DHS Standard Terms and Conditions CalOES
Exhibit B	CalOES Standard Assurances
Exhibit C	Subrecipient Workbook
Exhibit D	Grants Management Assessment Questionnaire

SUBRECIPIENT:

City of Rocklin

Subrecipient Name

F9JTDAHKSXB5

SAM Unique Entity Identification Number

Signature of Authorized Person

Print Name and Title

Additional Signature *(if required)*

Print Name and Title

FY 2022 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and

FY 2022 DHS Standard Terms and Conditions

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

FY 2022 DHS Standard Terms and Conditions

therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency,

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a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVI. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial

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assistance.

XXIX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXX. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

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Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXV. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

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XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.



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As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;



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- (d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



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The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:



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- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;



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- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;



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- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.



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8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.



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14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;



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- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA’s General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the Department of Homeland Security Standard Terms and Conditions 2022, Version 3, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant: City of Rocklin - Police Department

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Exhibit C

[illegible]

Exhibit D

City of Sacramento

GRANT MANAGEMENT ASSESSMENT QUESTIONNAIRE

ENTITY INFORMATION			
Entity Name	City of Rocklin	Sam.gov UEI #	F9JTDAHKSXB5
Entity Type	Government <i>Other:</i>		
CFDA / FAL # & Title	97.067 FY 2022 Homeland Security Grant Program		
Grant Program	Homeland Security Grant Program		
City Grant ID #	G11016922	City Contract #	
Project Title / Descr	EOD X-Ray Unit		
Performance Period	06/01/2024 through 04/30/2025		
Subaward Total	\$89,080		

As required by 2 CFR §200.331, the City of Sacramento is required to evaluate a subrecipient's risk of non-compliance with federal statutes, regulations, and grant terms and conditions. This assessment is made so that the City can determine and provide an appropriate level of technical assistance, training, and grant monitoring in relation to this subaward.

The following questions are related to the subrecipient's experience with managing federal grant resources. This questionnaire must be completed and returned after execution of the underlying subaward agreement.

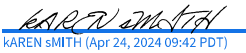
SINGLE AUDITS			
1.	Within the last 5 years, has the entity undergone a Single Audit under OMB A-133 or Subpart F of 2 CFR 200?	Yes	
2.	Fiscal Year of Most Recent Single Audit Report	Fiscal Year Ending:	6/30/2023
3.	Name of Audit Agency/Firm	Chavan & Associates, LLP	
4.	What was the auditor's opinion?	Unmodified	
5.	How many findings were there?	0	
6.	What was the total of questioned costs?	\$0	
OTHER AUDITS			
7.	Within the last 5 years, has the entity undergone any other types of audits?	Yes	
8.	If "Yes," please select the type of audit:		
a.	Financial Statement Audit	Yes	
b.	Defense Contract Agency Audit (DCAA)	No	
c.	Other:	No	
9.	Name of Audit Agency/Firm:	Financial Statement Audit- Chavan & Associates	

ACCOUNTING		
10.	What type of accounting system does the entity use?	Combo: Auto & Manual
11.	Does the accounting system have the capability to identify the receipt and expenditure of grant awards separately for each grant award?	Yes
12.	Does the accounting system have the capability to record expenditures for each grant award by the budget cost categories shown in the approved budget?	Yes
13.	Does the accounting system have the capability to record cost sharing ("match") separately for each grant award, and maintain documentation to support recorded match or cost share?	Yes
14.	Does the accounting system have the capability to accurately track employees' actual time spent performing work for each grant award, and to accurately allocate charges for employee compensation for each grant award, and maintain records to support the actual time spent and specific allocation of charges associated with each employee?	Yes
POLICIES & PROCEDURES		
15.	Does the entity have written property policies, procedures, and/or guidance that comply with 2 CFR §200.310-200.316?	Yes
16.	Does the entity have written procurement policies, procedures, and/or guidance that comply with 2 CFR §§200.317-200.327?	Yes
17.	Does the entity's written procurement policies, procedures, and/or guidance prevent entering into procurement contracts with entities and individuals suspended or debarred from procurement contracts under federal awards?	Yes
18.	What kind of travel policy does the entity use?	Entity's Policy
19.	Does the entity have written subrecipient policies, procedures and/or guidance that comply with 2 CFR §200.331?	Yes
HIGH RISK STATUS		
20.	Has a federal grant-making agency designated the entity as "High Risk?" (High risk includes any status under which a federal awarding agency provides additional oversight due to the entity's past performance or other programmatic or financial concerns with the entity.)	
	If "Yes", provide an attachment that contains the following for each federal awarding agency that has designated the entity as high risk:	No
	- Name of the federal awarding agency - Date the agency notified the entity of the "high risk" designation - Contact information for the "high risk" point of contact (name, phone, and email) - Reason for "high risk" status, as set out by the federal awarding agency	
PRIOR GRANT EXPERIENCE		
21.	In the last 5 years, has the entity received any grants from the following:	
a.	City of Sacramento	
	If "Yes," please provide a list of past grant awards issued by the City of Sacramento detailing:	
	- Name of the awarding city department - Grant Program Title/Description - Award/Contract Number - Award Year - Award Total	Yes
b.	Other Government	Yes

c.	Non-Profit/Philanthropic Organizations	Yes
d.	None of the Above	No

ENTITY CERTIFICATION *(Must be made by the chief executive, executive director, chief financial officer, or other official with the requisite knowledge and authority.)*

On behalf of the applicant entity, I certify to the City of Sacramento that the information provided above is complete and accurate to the best of my knowledge. I am duly authorized and to make this certification on behalf of the entity.

Signature	 KAREN SMITH (Apr 24, 2024 09:42 PDT)	Date	Apr 24, 2024
Title	Administrative Analyst		

Yes

City of
SACRAMENTO
Police Department

Katherine Lester
Chief of Police

5770 Freeport Blvd., Suite 100
Sacramento, CA 95822-3516

(916) 808-0800
Fax: (916) 808-0818
www.sacpd.org

April 22, 2024

Rustin Banks
Chief of Police
City of Rocklin – Police Department
4080 Rocklin Road
Rocklin, CA 95677

SUBJECT: NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL

Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP)
Urban Area Security Initiative
Subaward Period of Performance: 06/01/2024 through 04/30/2025

Dear Chief Banks,

We are pleased to announce the approval of your FY 2022 HSGP - UASI subaward in the amount of \$89,080 for the purchase of the EOD X-Ray System. Once the completed subaward agreement is approved, you may initiate the project and request for reimbursement of eligible subaward expenditures. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Thank you for your consideration and assistance with this matter. If you have any questions regarding this, please contact Lt. Lai Lai Bui at lbui@sacpd.org.

Sincerely,


Daniel Monk (Apr 23, 2024 15:06 PDT)

Daniel Monk, Deputy Chief
Office of Specialized Services

cc: Darrell Jantz, Sergeant
Karen Smith, Administrative Analyst



City Council Staff Report

Subject: Senate Bill 1 Projects

Date: June 11, 2024

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

Department: Public Services

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Adopting a List of Projects Fiscal Year 2024/25 funded by Senate Bill 1: The Road Repair and Accountability Act of 2017.

Background:

Senate Bill 1 (SB 1) the “Road Repair and Accountability Act of 2017”, was established during Fiscal Year (FY) 2017/18 and provides funds to California cities and counties for eligible basic road maintenance, rehabilitation, and critical safety projects on roadway systems within their jurisdiction. Prior to receiving the apportionment of Road Maintenance and Rehabilitation Account (RMRA) funds from the State Controller, the City must submit a detailed list of proposed eligible projects to the California Transportation Commission (CTC) along with a City Council Resolution approving the list.

The CTC estimates that the City of Rocklin will receive approximately \$1,706,800 in RMRA funds in FY 2024/25. Both the City Council Resolution (Attachment 1) and the SB1 project list (Attachment 2) are due to the CTC by July 1, 2024, with project expenditure reports due on December 1, 2024. The City has one project, the Pavement Management Program. This project is included in the City's 2025-2029 Capital Improvement Program.

Public input on the projects is received through the City's budget and CIP processes, and through public comment received at City Council meetings. The 2023 California Statewide Local Streets and Roads Needs Assessment found that overall, the City of Rocklin's streets are in “good condition”. The SB1 revenue is expected to increase the overall quality of the City's road system, including rehabilitation of approximately 500 lane miles of streets and roads throughout the City. Adoption of the attached resolution is necessary to submit the City's SB1 Project List to the CTC.

Fiscal Impact:

There is no fiscal impact. The CTC has projected that the City of Rocklin will receive \$1,706,800 in FY 2024/25 to be used toward eligible projects in the SB 1 Road and Rehabilitation Fund (205).

ATTACHMENTS:

1. [Resolution](#)
2. [Resolution Exhibit A - SB 1 Project List](#)

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024/25 FUNDED BY
SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City of Rocklin are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Rocklin must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Rocklin will receive an estimated \$1,706,800 in RMRA funding in Fiscal Year 2024/25 from SB 1; and

WHEREAS, this is the sixth year in which the City of Rocklin is receiving SB 1 funding and will enable the City of Rocklin to continue essential road maintenance and rehabilitation projects, safety improvements, repair and replacement of aging bridges, and increased access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, through the public process the City of Rocklin has received community input into our community's transportation priorities/the project list; and

WHEREAS, the City of Rocklin used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Rocklin maintain and rehabilitate approximately 500 lane miles of streets and roads throughout the City of as well as many similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that overall the City of Rocklin's streets are in "good" condition and this revenue will help us increase the overall quality of our road system.

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety will have significant positive benefits.

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

Section 1. The foregoing recital is true and correct.

Section 2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2024/25 Road Maintenance and Rehabilitation Account revenues, in substantially the form attached hereto as Exhibit "A".

PASSED AND ADOPTED this 11th day of June, 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

EXHIBIT A

City of Rocklin Proposed FY 2024/25 Project List Road Maintenance and Rehabilitation Account Project

Pavement Management Program

New Project

Location: Various streets in the in the City of Rocklin.

Description: Perform various road resurface treatments, e.g., HDMB, Slurry, etc., as well as removing and replacing of degraded asphalt on roadways. These are done as part of general repairs and is necessary to preserve the roadways and prevent major rehabilitation in the coming years.

Construction: FY 2024/25

Useful Life: Estimated 20 years





City Council Staff Report

Subject: Fuel Purchases and Vehicle Parts/Services - Increase in Spending Authority

Date: June 11, 2024

Submitted By: Matt McClure, Public Services Manager
Justin Nartker, Public Services Director

Department: Public Services

Recommendation:

- A. Adopt a Resolution of the City Council of the City of Rocklin to Authorize Increasing the Total Not-to-Exceed Amount with Hunt & Sons, Inc. Under Sacramento Area Council of Governments Agreement #1920029.
- B. Adopt a Resolution of the City Council of the City of Rocklin to Authorize Increasing the Total Not-to-Exceed Amount with Golden State Emergency Vehicle Service Under Sourcewell Agreement #1130021-OKC-1.

Background:

Rocklin Municipal Code sections 3.04.090 (C) and (D) allow for the use of cooperative purchasing programs and piggyback purchasing utilizing purchase agreements and contracts maintained by other governmental agencies. Based on factors such as increases in costs and need for services, staff recommends that the previously approved not-to-exceed amounts for the below contracts be increased.

Fuel Purchases - Hunt & Sons, Inc.

Resolution No. 2023-140 was adopted by the City Council on September 12, 2023, authorizing the purchase of goods and services through cooperative purchase agreements for purchases totaling over \$50,000. In accordance with the resolution, the City has used Sacramento Area Council of Governments Agreement #1920029, valid from December 15, 2019 through September 1, 2024, with Hunt & Sons, Inc. for fuel/oil purchases up to \$400,000.

The original contract total not-to-exceed amounts were based on past experience and anticipated purchases for Fiscal Year (FY) 2023/24. However, due to increases in fuel prices, actual fuel purchases to date, and anticipated purchases through June 30, 2024, the total not to exceed amount is estimated at \$450,000 for fuel purchased from Hunt & Sons, Inc. Staff recommends an increase in the Hunt & Sons, Inc. not-to-exceed amount by \$50,000, bringing the new total to \$450,000.

Vehicle Parts/Services - Golden State Emergency Vehicle Service

On December 18, 2023, the City Manager authorized the purchasing of goods and services from Golden State Emergency Vehicle Service through a cooperative purchase agreement for purchases up to \$50,000. In accordance with this authorization, the City has used Sourcewell Agreement #1130021-OKC-1, valid from April 5, 2022, through February 10, 2026, with Golden State Emergency Vehicle Service for the purchase of parts and repair services for fire trucks.

The original contract total not-to-exceed amounts were based on past experience and anticipated purchases for Fiscal Year (FY) 2023/24. Actual fleet purchase, repair costs to date and anticipated repairs through June 30, 2024, will bring the estimated total not-to-exceed amount at \$125,000 for the vehicles covered under the cooperative purchasing agreement for Golden State Emergency Vehicle Service. Staff recommends an increase in the Golden State Emergency Vehicle Service not-to-exceed amount by \$75,000, bringing the new total to \$125,000.

Fiscal Impact:

There is no additional fiscal impact to the staff recommendation. The costs of these increases are included in the FY 2023/24 Operating Budget.

ATTACHMENTS:

1. [Resolution A - Hunt & Sons, Inc.](#)
2. [Resolution B - Golden State Emergency Vehicle Service](#)

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN TO
AUTHORIZE INCREASING THE TOTAL NOT-TO-EXCEED AMOUNT WITH
HUNT & SONS, INC. UNDER SACRAMENTO AREA COUNCIL OF
GOVERNMENTS AGREEMENT #1920029

WHEREAS, on September 12, 2023, the City Council adopted Resolution No. 2023-140, authorizing the purchase of various goods and services through cooperative purchase agreements under Rocklin Municipal Code sections 3.04.090 (C) and (D); and

WHEREAS, the Resolution authorized the use of Sacramento Area Council of Governments Agreement #1920029, valid from December 15, 2019, through September 1, 2024, with Hunt & Sons, Inc. for up to \$400,000; and

WHEREAS, actual purchases to date and anticipated purchases until June 30, 2024, are estimated at \$450,000 for the fuel purchases covered by this agreement; and

WHEREAS, staff recommends an increase in the total not-to-exceed amount by \$50,000 with Hunt & Sons, Inc. under Sacramento Area Council of Governments, Agreement #1920029, bringing the new total to \$450,000; and

WHEREAS, the costs of this increase are included in the Fiscal Year (FY 2023/24) Operating Budget.

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

Section 1. The total contract not-to-exceed amount of \$450,000 with Hunt & Sons, Inc. through Sacramento Area Council of Governments, Agreement #1920029 is hereby approved.

PASSED AND ADOPTED this 11th day of June, 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN TO
AUTHORIZE INCREASING THE TOTAL NOT-TO-EXCEED AMOUNT WITH
GOLDEN STATE EMERGENCY VEHICLE SERVICE UNDER
SOURCEWELL AGREEMENT #1130021-OKC-1

WHEREAS, on December 18, 2023, the City Manager authorized the purchase of various goods and services from Golden State Emergency Vehicle Service through a cooperative purchase agreement under Rocklin Municipal Code sections 3.04.090 (C) and (D); and

WHEREAS, the City Manager authorized the use of Sourcewell Agreement #1130021-OKC-1, valid from April 5, 2022, through February 10, 2026, with Golden State Emergency Vehicle Service for up to \$50,000; and

WHEREAS, actual purchases/repairs to date and anticipated repairs until June 30, 2024, are estimated at \$125,000 for the vehicles covered under this Sourcewell Agreement; and

WHEREAS, staff recommends an increase in the total not-to-exceed amount by \$75,000 with Golden State Emergency Vehicle Service under Sourcewell cooperative purchasing agreement, Agreement #1130021-OKC-1, bringing the new total to \$125,000; and

WHEREAS, the costs of this increase are included in the Fiscal Year (FY 2023/24) Operating Budget.

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

Section 1. The total contract not-to-exceed amount of \$125,000 with Golden State Emergency Vehicle Service through Sourcewell Cooperative Purchasing Agreement, Agreement #1130021-OKC-1 is hereby approved.

PASSED AND ADOPTED this 11th day of June, 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk



City Council Staff Report

Subject: Amendment No. 2 to Contract for Open Space Monitoring Services

Date: June 11, 2024

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

Department: Public Services

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Approving Amendment No. 2 to the Contract For Services with Vollmar Natural Lands Consulting, Inc., and Authorizing the City Manager to Execute Amendment No. 2.

Background:

The City Council adopted Resolution No. 2023-21 at the February 14, 2023 City Council Meeting, approving a Contract for Services with Vollmar Natural Lands Consulting, Inc., to provide open space monitoring services (Attachment 2). The contract was for an initial period of ten months with the City's option to renew this contract for two (2) additional one (1) year periods, for a not to exceed amount of \$95,858 per year.

Amendment No. 1 was issued to extend the Contract for Services from January 1, 2024, to January 1, 2025 (Attachment 3); however the contract was not updated with the additional cost and services for year two. The increase in cost covers additional surveys and monitoring services (e.g. Swainson's Hawk Survey, Burrowing Owl Survey, Reptiles and Amphibian Monitoring), in certain open space areas, every five years and are due in year two of the contract. The contract cost for year two is a not to exceed amount of \$107,600.

Amendment No. 2 will increase the contract amount from \$95,858 to \$203,458 to cover the additional costs for the second year. Staff recommends the City Council approve Amendment No. 2.

Fiscal Impact:

There is no additional fiscal impact to the staff recommendation. The costs of these increases are included in the Fiscal Year 2023/24 Operating Budget.

ATTACHMENTS:

1. Resolution with Exhibit A - Amendment No. 2 to Vollmar Natural Lands Consulting, Inc. Contract
2. Original Contract with Vollmar Natural Lands Consulting, Inc.
3. Amendment No. 1 to Vollmar Natural Lands Consulting, Inc. Contract

RESOLUTION NO. 2024-
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING AMENDMENT NO. 2 TO THE CONTRACT FOR SERVICES WITH VOLLMAR NATURAL
LANDS CONSULTING, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT NO. 2

WHEREAS, on February 14, 2023, the City of Rocklin entered into a Contract for Services with Vollmar Natural Lands Consulting, Inc., (Resolution No. 2023-21), to provide environmental studies, monitoring, and consulting services for the City's open space areas; and

WHEREAS, the Contract for Services was for an initial ten (10) month period with the option to be renewed on a year to year basis for two (2) additional one (1) year periods at the City's option; and

WHEREAS, Amendment No. 1 was issued extending the Contract for Services for one (1) additional year from January 1, 2024, to January 1, 2025; and

WHEREAS, the contract amount was for \$95,858 for the first ten months, however the cost for second year comes in at \$107,600 this will bring the Contract For Services not to exceed amount to \$203,458; and

WHEREAS, the contract amount will be funded by both the CFD 5 (232) and CFD 6 (233) Funds as part of the Fiscal Year 2024/25 Operating Budget.

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 approves Amendment No. 2 to the Contract for Services with Vollmar Natural Lands Consulting, Inc., and authorizes the City Manager to execute Amendment No. 2 in substantially the form attached hereto as Exhibit "A."

PASSED AND ADOPTED this 11th day of June, 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

AMENDMENT NO. 2
TO CONTRACT FOR SERVICES BETWEEN THE CITY OF ROCKLIN
AND VOLLMAR NATURAL LANDS CONSULTING, INC., EFFECTIVE FEBRUARY 14, 2023

This Amendment is entered into as of this 11th day of June 11, 2024, by and between the City of Rocklin, a municipal corporation ("City") and Vollmar Natural Lands Consulting, Inc., ("Contractor"), who agree as follows:

RECITALS

WHEREAS, Vollmar Natural Lands Consulting, Inc., and the City of Rocklin entered into an agreement on February 14, 2023, to provide environmental studies, monitoring, and consulting services for the City's open space areas; and

WHEREAS, the Amendment No. 1 extended the Contract for Services for year 2 from January 1, 2024, to January 1, 2025; and

WHEREAS, the initial Contract for Services was for a ten (10) month period with the option to be renewed on a year to year basis for two (2) additional one (1) year periods at the City's option; and

WHEREAS, the contract amount was for \$95,858 for the first ten months, however the cost for second year is in the amount of \$107,600, for a total not to exceed amount of \$203,458 for this Contract For Services.

AGREEMENT

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

1. Section "2" entitled "Compensation" is amended to increase the not to exceed amount of the Contract from \$95,858 to \$203,458.
2. Exhibit C is amended to include the fees for the additional services, as set forth in Exhibit C, attached hereto, and incorporated herein.

Except as set forth in this Amendment, the Contract 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 Contract, the terms of this Amendment will prevail.

Executed as of the date first written above.

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

CONTRACTOR

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Daniel Cucchi, Acting Asst. City Attorney

ATTEST:

By: _____
Avinta Singh, City Clerk

**EXHIBIT C
SCHEDULE OF FEES**

The total compensation for the Scope of Services identified in Exhibit A shall not exceed \$203,458. The cost breakdown has been included below.

March 1, 2023 to December 31, 2023

Table 4. Volturn Natural Lands Consulting Budget for City of Rocklin Open Space Monitoring Services

2023 Budget															TOTAL PROJECT COST	
Principal in Charge	Project Manager	Labor (Hours)			TOTAL LABOR HOURS	Principal in Charge	Project Manager	Labor (Cost)			TOTAL LABOR COST	Vehicle Mileage (mi)	GPS Use (hrs)	TOTAL ODCs		
		GIS Specialist	Senior Field Biologist	Staff Field Biologist				GIS Specialist	Senior Field Biologist	Staff Field Biologist					COST (\$)	
RATE																
TASK 1. REVIEW AND FIELD PREPARATION																
TASK 2. PRESERVE FIELD SURVEYS																
	4	16	24	0	0	44	\$416	\$126	\$126	\$111	\$96	\$1,524	\$0	\$0	\$0	\$1,524
Subtask 2a: Wetland General Conditions	0	4	0	32	32	68	\$0	\$504	\$0	\$3,562	\$3,072	\$7,128	\$450	\$800	\$1,250	\$9,378
Subtask 2b: V7 Grassland General Conditions	0	0	0	16	16	32	\$0	\$0	\$0	\$1,776	\$1,536	\$3,312	\$225	\$400	\$625	\$4,537
Subtask 2c: Oak Woodland General Conditions	0	0	0	4	4	8	\$0	\$0	\$0	\$444	\$384	\$828	\$60	\$100	\$156	\$944
Subtask 2d: Wetland Invasive Plants	0	0	0	16	16	32	\$0	\$0	\$0	\$1,776	\$1,536	\$3,312	\$225	\$400	\$625	\$4,537
Subtask 2e: V7 Grassland Invasive Plants	0	0	0	16	16	32	\$0	\$0	\$0	\$1,776	\$1,536	\$3,312	\$225	\$400	\$625	\$4,537
Subtask 2f: Oak Woodland Invasive Plants	0	0	0	14	14	28	\$0	\$0	\$0	\$1,664	\$1,344	\$2,808	\$225	\$400	\$625	\$4,229
Subtask 2g: V7 Hydrology	0	0	0	14	14	28	\$0	\$0	\$0	\$1,664	\$1,344	\$2,808	\$225	\$400	\$625	\$4,229
Subtask 2h: V7 Floristics	0	0	0	14	14	28	\$0	\$0	\$0	\$1,664	\$1,344	\$2,808	\$225	\$400	\$625	\$4,229
Subtask 2i: V7 Invertebrates	0	0	0	14	14	28	\$0	\$0	\$0	\$1,664	\$1,344	\$2,808	\$225	\$400	\$625	\$4,229
Subtask 2j: V7 Grassland Vegetation	0	0	0	28	28	56	\$0	\$0	\$0	\$3,168	\$2,688	\$5,796	\$394	\$700	\$1,094	\$7,190
Subtask 2k: Oak Woodland Vegetation	0	0	0	14	14	28	\$0	\$0	\$0	\$1,664	\$1,344	\$2,808	\$225	\$400	\$625	\$4,229
Subtask 2l: V7 Grassland Thatch	0	0	0	15	15	30	\$0	\$0	\$0	\$1,665	\$1,345	\$2,810	\$225	\$400	\$625	\$4,230
Subtask 2m: Oak Woodland Thatch	0	0	0	10	10	20	\$0	\$0	\$0	\$1,110	\$900	\$2,010	\$113	\$200	\$313	\$2,323
Subtask 2n: Known Special-Status Plants	0	0	0	4	4	8	\$0	\$0	\$0	\$444	\$384	\$828	\$60	\$100	\$156	\$944
Subtask 2o: General Birds	0	0	0	0	0	0	\$0	\$0	\$0	\$888	\$768	\$1,656	\$113	\$200	\$313	\$1,969
Subtask 2p: Oak Tree Census	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 2q: VFI B	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 2r: Swainson's Hawk	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 2s: Burrowing Owl	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 2t: Raptors and Amphibians	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 2u: Wetland Delineation	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 2v: Unknown Special-Status Plants	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 3. HABITAT MAPPING																
Subtask 3a: Special Status Species	0	0	16	0	0	16	\$0	\$0	\$2,016	\$0	\$0	\$2,016	\$0	\$0	\$0	\$2,016
Subtask 3b: Habitat Conditions	0	0	40	0	0	40	\$0	\$0	\$5,040	\$0	\$0	\$5,040	\$0	\$0	\$0	\$5,040
Subtask 3c: Wetland Delineation	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 3d: Creek Conditions	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 3e: Vegetation Community	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 3f: Oaks	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 3f: Oaks	6	12	8	3	3	32	\$675	\$1,512	\$1,008	\$333	\$288	\$4,017	\$0	\$0	\$0	\$4,017
TASK 4. RECOMMENDATIONS																
TASK 5. DATA ANALYSIS AND REPORT PREPARATION																
Subtask 5a: Data Analysis	0	4	24	0	40	68	\$0	\$504	\$3,024	\$0	\$3,040	\$7,368	\$0	\$0	\$0	\$7,368
Subtask 5b: Draft and Final Reports	2	24	32	0	100	156	\$252	\$3,024	\$4,032	\$0	\$6,020	\$16,948	\$0	\$0	\$0	\$18,948
Subtask 5c: Wetland Delineation Report	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	12	60	144	224	180	604	1,752	7,560	10,144	\$24,864	\$34,944	\$57,204	\$3,094	\$5,200	\$8,594	\$105,658

Fee Schedule for January 1, 2024 to December 31, 2024

Table 4. Vollmar Natural Lands Consulting Budget for City of Rocklin Open Space Monitoring Services

2024 Budget													
	Labor (Hours)				Labor (Cost)				TOTAL LABOR COST	Other Direct Costs			
	Principal In Charge	Project Manager	GIS Specialist	Senior Field Biologists	Staff Field Biologists	Principal In Charge	Project Manager	GIS Specialist	Senior Field Biologists	Staff Field Biologists	Vehicle Mileage (mi)	GPS Use (day)	TOTAL ODCs
RATE													
TASK 1. BACKGROUND REVIEW AND FIELD PREP	4	16	8	0	0	\$148	\$584	\$2,016	\$1,008	\$0	\$0	\$0	\$0
TASK 2. PRESERVE FIELD SURVEYS													
Subtask 2a. Wetland General Conditions	0	4	0	32	32	\$0	\$504	\$0	\$3,552	\$3,072	\$450	\$900	\$1,250
Subtask 2b. VP Grassland General Conditions	0	0	0	16	16	\$0	\$0	\$0	\$1,776	\$1,536	\$225	\$400	\$625
Subtask 2c. Oak Woodland General Conditions	0	0	0	4	4	\$0	\$0	\$0	\$444	\$384	\$56	\$100	\$156
Subtask 2d. Wetland Invasive Plants	0	0	0	16	16	\$0	\$0	\$0	\$1,776	\$1,536	\$225	\$400	\$625
Subtask 2e. VP Grassland Invasive Plants	0	0	0	16	16	\$0	\$0	\$0	\$1,776	\$1,536	\$225	\$400	\$625
Subtask 2f. Oak Woodland Invasive Plants	0	0	0	14	14	\$0	\$0	\$0	\$1,554	\$1,344	\$225	\$400	\$625
Subtask 2g. VP Hydrology	0	0	0	14	14	\$0	\$0	\$0	\$1,554	\$1,344	\$225	\$400	\$625
Subtask 2h. VP Floristics	0	0	0	14	14	\$0	\$0	\$0	\$1,554	\$1,344	\$225	\$400	\$625
Subtask 2i. VP Invertebrates	0	0	0	14	14	\$0	\$0	\$0	\$1,554	\$1,344	\$225	\$400	\$625
Subtask 2j. VP Grassland Vegetation	0	0	0	28	28	\$0	\$0	\$0	\$3,552	\$3,072	\$450	\$900	\$1,250
Subtask 2k. Oak Understory Vegetation	0	0	0	14	14	\$0	\$0	\$0	\$1,554	\$1,344	\$225	\$400	\$625
Subtask 2l. VP Grassland Thatch	0	0	0	14	14	\$0	\$0	\$0	\$1,554	\$1,344	\$225	\$400	\$625
Subtask 2m. Oak Understory Thatch	0	0	0	10	10	\$0	\$0	\$0	\$1,110	\$960	\$113	\$200	\$313
Subtask 2n. Known Special-Status Plants	0	0	0	4	4	\$0	\$0	\$0	\$444	\$384	\$56	\$100	\$156
Subtask 2o. General Birds	0	0	0	8	8	\$0	\$0	\$0	\$888	\$768	\$113	\$200	\$313
Subtask 2p. Oak Tree Census	0	0	0	20	20	\$0	\$0	\$0	\$2,220	\$1,920	\$281	\$500	\$781
Subtask 2q. VELB	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 2r. Swainson's Hawk	0	0	0	4	4	\$0	\$0	\$0	\$444	\$384	\$56	\$100	\$156
Subtask 2s. Burrowing Owl	0	0	0	4	4	\$0	\$0	\$0	\$444	\$384	\$56	\$100	\$156
Subtask 2t. Raptors and Amphibians	0	0	0	20	20	\$0	\$0	\$0	\$2,220	\$1,920	\$281	\$500	\$781
Subtask 2u. Wetland Delineation	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 2v. Unknown Special-Status Plants	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 3. HABITAT MAPPING													
Subtask 3a. Special Status Species	0	0	16	0	0	\$0	\$0	\$2,016	\$0	\$0	\$0	\$0	\$0
Subtask 3b. Habitat Conditions	0	0	40	0	0	\$0	\$0	\$5,040	\$0	\$0	\$0	\$0	\$0
Subtask 3c. Wetland Delineation	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 3d. Creek Conditions	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 3e. Vegetation Community	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtask 3f. Oaks	0	0	16	0	0	\$0	\$0	\$2,016	\$0	\$0	\$0	\$0	\$0
TASK 4. RECOMMENDATIONS	6	12	8	3	3	\$876	\$1,512	\$1,008	\$333	\$288	\$4,017	\$0	\$0
TASK 5. DATA ANALYSIS AND REPORT PREPARATION													
Subtask 5a. Data Analysis	0	4	24	0	40	\$0	\$504	\$3,024	\$0	\$3,840	\$0	\$0	\$0
Subtask 5b. Draft and Final Reports	2	24	32	0	100	\$282	\$3,024	\$4,032	\$0	\$9,600	\$0	\$0	\$0
Subtask 5c. Wetland Delineation Report	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	12	60	344	272	472	1762	7980	10144	\$30,192	\$39,552	\$3,760	\$6,700	\$10,460

CONTRACT FOR SERVICES

THIS CONTRACT is made on February, 14, 2023, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and Vollmar Natural Lands Consulting, Inc. 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 \$95,858**. 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:

- (1) Job/project name or description;
- (2) City's current purchase order and/or work order number (if applicable);

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- (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.

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 until December 31, 2023 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 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 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

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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 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

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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.

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,

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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.

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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4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Professional liability coverage shall extend for at least five years after completion of the Contractor's services under this Agreement.

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 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.

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

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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 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
	Attn: Public Services
	4081 Alvis Court
	Rocklin, CA 95677

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City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor: Vollmar Natural Lands
Consulting, Inc.
2401 Capitol Ave. Ste. 301
Sacramento, CA 95816

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.

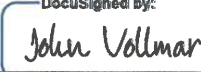
I. **Attorney's Fees.** In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

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 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.

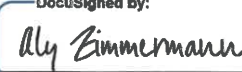
K. **Counterparts; Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and 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.

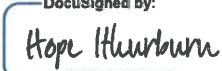
CONTRACTOR

By: 
John Vollmar, CEO/CFO

CITY OF ROCKLIN

By: 
Aly Zimmermann, City Manager

ATTEST:

By: 
Hope Ithurnburn, City Clerk

APPROVED AS TO FORM:

By: 
Sheri Chapman, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

TASK 1. BACKGROUND REVIEW AND FIELD PREPARATION

TASK 2. PRESERVE FIELD SURVEYS

- Subtask 2a. Wetland and Riparian General Conditions Surveys
- Subtask 2b. Vernal Pool Grassland General Conditions Surveys
- Subtask 2c. Oak Woodland/Savannah General Conditions Surveys
- Subtask 2d. Wetland and Riparian Invasive Plant Monitoring
- Subtask 2e. Vernal Pool Grassland Invasive Plant Monitoring
- Subtask 2f. Oak Woodland/Savannah Invasive Plant Monitoring
- Subtask 2g. Vernal Pool Hydrologic Monitoring
- Subtask 2h. Vernal Pool Floristic Monitoring
- Subtask 2i. Vernal Pool Invertebrate Monitoring
- Subtask 2j. Vernal Pool Grassland Vegetation Monitoring
- Subtask 2k. Oak Woodland/Savannah Understory Vegetation Monitoring
- Subtask 2l. Vernal Pool Grassland Thatch Monitoring
- Subtask 2m. Oak Woodland/Savannah Understory Thatch Monitoring
- Subtask 2n. Known Occurrences of Special-Status Plant Surveys
- Subtask 2o. General Bird Surveys
- Subtask 2p. Oak Tree Census and Health Monitoring (Periodic Task)
- Subtask 2q. VELB Surveys (Periodic Task)
- Subtask 2r. Swainson's Hawk Surveys (Periodic Task)
- Subtask 2s. Burrowing Owl Surveys (Periodic Task)
- Subtask 2t. Reptile and Amphibian Surveys (Periodic Task)
- Subtask 2u. Wetland Delineation Review (Periodic Task)
- Subtask 2v. Unknown Occurrences of Special-Status Plant Surveys (Periodic Task)

TASK 3. HABITAT MAPPING

- Subtask 3a. Special-Status Species Map
- Subtask 3b. Habitat Conditions Map
- Subtask 3c. Wetland Delineation Re-Map (Periodic Task)
- Subtask 3d. Creek Conditions Mapping (Periodic Task)
- Subtask 3e. Vegetation Community Map Revisions (Periodic Task)
- Subtask 3f. Oak Mapping (Periodic Task)

TASK 4. MANAGEMENT AND RESTORATION RECOMMENDATIONS

TASK 5. DATA ANALYSIS AND REPORT PREPARATION

- Subtask 5a. Data Analysis
- Subtask 5b. Draft and Final Monitoring Reports
- Subtask 5c. Wetland Delineation Report (Periodic Task)

Complete Task Descriptions

Task 1. Background Review and Field Preparation

Prior to beginning monitoring surveys, we will review all prior year reports, and identify key methods to maintain for consistency as well as any data gaps to remedy. We will prepare key site and project information including field maps, GIS data layers (preserve boundaries, vegetation community types, known special-status species occurrences, vernal pool and other wetland locations, etc.), species information, relevant resource inventories, technical information, and any other information important for conducting biological monitoring. The team will meet to discuss the goals for the year, as well as discussing specific survey methods, to ensure consistency across surveyors. Project Manager Linnea Neuhaus will review and make any necessary changes to further develop data management and project communication plans prior to the start of field surveys. Specific field survey dates will be selected based on long-range weather forecasts and on-the-ground wetland and upland conditions, and schedules will be adjusted over the course of each monitoring year to adapt to changing conditions.

Task 2. Preserve Field Surveys

Subtask 2a. Wetland and Riparian General Conditions Surveys

This task is based on GOSMP Section 6.2. Under this task, we will visit all wetland and riparian areas twice per year, during peak spring bloom (typically March-April) and during high summer (typically July). We will collect data on habitat conditions using sub-meter accurate GPS handhelds or tablet computers. We will note changes relative to the baseline condition (or other established Management Goal), including changes in vegetation species composition, changes in hydrology or topography, and changes in overall condition (including land practices on adjacent properties with the potential to affect the preserve function). We will include maintenance status of infrastructure, including fencing, allowable trails, roadways, etc., and any negative disturbance, including animal (e.g. boring insects, beaver damage, and feral animals) / human damage (e.g. vandalism or dumping). We will specifically identify and map problematic erosion, beaver dams, or other disturbance. We will track the success of enhancement and restoration efforts, and re-take reference photographs of the overall wetland / riparian setting.

Subtask 2b. Vernal Pool Grassland General Conditions Surveys

This task is based on GOSMP Section 6.3. Under this task, we will monitor all vernal pool grasslands once per year, in late spring (typically late April). We will note general condition of the vernal pool grasslands, including changes in vegetation species composition, compared to the Baseline Condition for the preserve area. Disturbances, including animal and human, will be noted as well, including fencing repair needs or trash removal. We will re-take reference photographs.

Subtask 2c. Oak Woodland/Savannah General Conditions Surveys

This task is based on GOSMP Section 6.4. Under this task, we will monitor all mapped oak woodland and oak savannah once per year, in high summer (typically July). The overall general condition of the oak woodland/savannah will be noted, including changes in vegetation species composition relative to the baseline condition. Animal and human-caused damage or disturbances will be noted as well, including fencing repair needs or trash removal (or any other infrastructure maintenance requirements). We will specifically note and map problematic stormwater run-off or beaver dams, and track the success of enhancement and restoration efforts.

Subtask 2d. Wetland and Riparian Invasive Plant Monitoring

This task is based on GOSMP Section 6.2. Under this task, we will monitor invasive plants in wetland and riparian areas twice per year, concurrent with the Wetland and Riparian General Conditions Survey. We will monitor invasive plant species (listed by California Invasive Plant Council) in order to make recommendations for eradication. Monitoring surveys will include a qualitative assessment (e.g. visual estimate of cover) of potential or observed noxious weeds or other non-native species invasions, especially in or around any wetland features. Additional actions to control invasive species will be evaluated and prioritized. We will also note species listed by the California Department of Food and Agriculture (CDFA) list of "noxious weeds" that are subject to regulation or quarantine by county agricultural departments, the California Department of Food and Agriculture's Integrated Pest Control Branch, and the University of California State Integrated Pest Management Program list of "Exotic and invasive pests and diseases that threaten California's agricultural, urban, or natural areas".

Subtask 2e. Vernal Pool Grassland Invasive Plant Monitoring

This task is based on GOSMP Section 6.3. Under this task, we will monitor invasive plants in vernal pool grasslands once per year, during high summer (typically July). The methods will be the same as for Wetland and Riparian Invasive Plant Monitoring. The survey will take place concurrently with the high summer Wetland and Riparian Invasive Plant Monitoring.

Subtask 2f. Oak Woodland/Savannah Invasive Plant Monitoring

This task is based on GOSMP Section 6.4. Under this task, we will monitor invasive plants in oak woodlands and oak savannahs once per year, during high summer (typically July). The methods will be the same as for Wetland and Riparian Invasive Plant Monitoring. The survey will take place concurrently with the high summer Wetland and Riparian Invasive Plant Monitoring.

Subtask 2g. Vernal Pool Hydrologic Monitoring

This task is based on GOSMP Section 6.3. Under this task, we will monitor hydrology in a selected subset of created and natural vernal pools three times per year, in winter (typically January), early spring (typically early March) and high summer (typically July). Surveys will include observations of potential water depth, maximum current water depth, and percent inundation for each monitored vernal pool. The winter and early spring surveys will be conducted concurrent with the Vernal Pool Invertebrate Monitoring, and the high summer survey will be conducted concurrent with the Vernal Pool Grassland Invasive Plant Monitoring.

Subtask 2h. Vernal Pool Floristic Monitoring

This task is based on GOSMP Section 6.3. Under this task, we will monitor vernal pool vegetation in the same subset of vernal pools as is monitored for hydrology. Monitoring will be conducted once per year, during peak spring bloom in the pools. The timing of this may vary based on the different pools' phenology, but will typically occur from March through May. As with wet season vernal pool surveys, the timing of floristic surveys will be determined by tracking local pools and conducting surveys at the peak of the vernal pool blooming season. Vernal pool general characteristics will be noted including if the vernal pool is created/restored or naturally occurring. Plant species having 25% or higher relative vegetation will be considered dominant and will be recorded. If none of the plant species in the vernal pool have 25% or higher relative cover, then the plant species with 10% relative cover or greater will be considered dominant. A comprehensive list of all plant species observed will be created to track species composition relative to the Baseline Condition (on an on-going basis). All VNLC biologists are trained and experienced in visually estimating percent vegetation cover accurately, and will use

standardized calibration methods to maintain consistency across surveyors and across survey years.

As in Subtask 2a, surveyors will each use a Trimble GeoXT for navigation and to map special-status species and notable features or site conditions. Survey data will be recorded digitally or on paper datasheets provided in the Plan. All data will be converted and stored electronically within a Microsoft Access database. Representative photographs will be taken, to be included in reports. Any necessary tasks will be identified for recommendation to the City.

Subtask 2i. Vernal Pool Invertebrate Monitoring

This task is based on GOSMP Section 6.3. Under this task, we will monitor vernal pool invertebrate species twice per year. We will survey the same subset of vernal pools as is monitored for hydrology. Surveys will be timed to best detect target species (typically January and February or early March). Many vernal pool invertebrates, including the vernal pool fairy shrimp (*Branchinecta lynchi*), are relatively short-lived and the timing of best detection varies from year to year. We will track the ponding status and the hatching and development of target species in the project vicinity and/or within the project site and will time our survey accordingly. Each survey round will be conducted within a ten calendar-day period to minimize variation in survey results caused by differences in survey timing.

Surveys will be conducted by VNLC biologists permitted by the USFWS to conduct listed large branchiopod surveys, and will follow the methods outlined in Interim Survey Guidelines to Permittees for Recovery Permits under Section 10(a)(1)(A) of the Endangered Species Act for Listed Vernal Pool Branchiopods (ignoring the bi-weekly sampling frequency requirement). Surveyors will work alone to limit the cost to the City. Each surveying biologist will carry a sub-meter accurate GPS handheld or tablet computer. Biologists will use the GPS to navigate to target pools and to map all special-status species and notable features or site conditions. Data will be recorded digitally within a standardized and survey-specific data dictionary loaded onto the GPS units. Representative photographs will be taken, to be included in reports.

Subtask 2j. Vernal Pool Grassland Vegetation Monitoring

This task is based on GOSMP Section 6.3. Under this task, we will monitor the health of the upland grassland community around the vernal pools once per year in late spring (typically late April). A minimum of 20 randomly selected upland grassland plots will be selected for monitoring. An additional 10 plots will be selected which can represent those grasslands dominated by native grassland populations, invasive weed populations, and other target communities. The selected plots will measure three by three meters square and the location will be recorded using a sub-meter accurate GPS unit. Observations collected will include a species list, the total cover of vegetation, the absolute cover of each species, and trends within the plot. A list of plant species observed will be created to track species composition relative to the Baseline Condition (on an on-going basis).

Subtask 2k. Oak Woodland/Savannah Understory Vegetation Monitoring

This task is based on GOSMP Section 6.4. The methods for this task will follow the methods for the Vernal Pool Grassland Vegetation Monitoring (Subtask 2j), and will be conducted concurrently with it. Under this task, we will monitor the vegetation composition of an additional 20 randomly-selected three-meter by three-meter plots in oak woodland and oak savannah.

Subtask 2l. Vernal Pool Grassland Thatch Monitoring

This task is based on GOSMP Section 6.3. Under this task, we will monitor thatch levels in upland grassland community around the vernal pools once per year in fall, after grazing is complete but before the onset of winter rains (typically September to October). At each of the Vernal Pool Grassland Vegetation Monitoring plots, we will estimate RDM using standardized visual estimation guides, take standardized robel pole photographs, and collect one RDM clip plot (circular 0.1 m² hoops). Clipped material will be brought to the office and further air dried and weighed to estimate moisture content. Biologists will navigate to RDM plots and collect data electronically with Trimble GPS units. Plot locations may be adjusted to avoid non-range vegetation, wetlands, boundaries and disturbance by at least 2 meters. If thatch presents a fire hazard, or is in excess of 1,200 lbs./ac., we will make a recommendation of a removal practice.

Subtask 2m. Oak Woodland/Savannah Understory Thatch Monitoring

This task is based on GOSMP Section 6.4. The methods for this task will follow the methods for the Vernal Pool Grassland Thatch Monitoring (Subtask 2l), and will be conducted concurrently with it. Under this task, we will monitor the vegetation composition of the additional 20 plots in oak woodland and oak savannah.

Subtask 2n. Known Occurrences of Special-Status Plant Surveys

This task is based on GOSMP Action 6-9-1. The objective of monitoring will be to identify presence and size of special-status plant populations. Under this task, we will visit all documented extant populations of special-status plants, as shown in the CNDDDB, and in baseline reports and prior monitoring reports. Populations will be mapped using a sub-meter accurate GPS handheld. Abundance will be assessed semi-quantitatively using broad abundance categories, i.e., 0, 1 - 100, 101 - 500, 501 - 1,000, and >1,000 plants. Changes to occupied habitat, such as changed hydrology or vegetation composition, will be observed and recorded. At present, only a single special-status plant population is documented, Hispid salty bird's-beak in Stanford Ranch. This task will be conducted concurrent with Vernal Pool Floristic Monitoring (Subtask 2h.)

Subtask 2o. General Bird Surveys

This task is based on Action 6-6-1 of the GOSMP. (The goal does not appear elsewhere in the GOSMP, and little detail is provided in the GOSMP on the requirements of this task.) For this task, we propose to conduct two rounds of surveys, one at the beginning of the breeding season (typically March), and one at the end of the breeding season (typically September). During each survey round, we will perform a single point count of birds at each of the preserve areas. The point counts will consist of 10-minute surveys conducted from fixed locations to accurately depict the baseline avian abundance, community structure, and activity patterns present. The surveys will be conducted on foot and birds will be observed through high-powered binoculars and by ear. At each point count location, we will record: the bird species present; the number of individuals present/species; the general behavior and habitat use of each bird/flock of birds; and other pertinent information. The surveys will be conducted concurrent with other surveys including the General Conditions Surveys and Thatch Monitoring.

Subtask 2p. Oak Tree Census and Health Monitoring (Periodic Task)

This task is based on Action 6-10-4 of the GOSMP. Under this task, we will census all oak trees over three feet in height. For each oak, we will record species type, diameter at breast height (DBH), and dripline radius (DLR). All untagged trees greater than six inches DBH will be tagged with aluminum tree tags. All trees measuring less than six inches in DBH, but three feet or greater in height will be mapped with a sub-meter accurate GPS handheld, mapping the extent of DLR for each tree or group of trees. These polygons will be classified based on the dominant oak

species. The health and structural condition of each tree will be classified. This is a periodic survey which will be required for the Garnet Creek, Parklands North, and Placer Creek Corporate Center preserves in 2024 and the Claremont, Orchard Creek, Stanford Ranch, and Sunset West preserves in 2025. These surveys will be conducted concurrently with the Oak Woodland/Savannah General Conditions Surveys in those preserves.

Subtask 2q. VELB Surveys (Periodic Task)

This task is based on GOSMP Action 6-4-4. Under this task, we will conduct a single survey of suitable VELB habitat. Suitable habitat for VELB will be identified based on the results of Wetland and Riparian General Conditions Surveys and other surveys, as well as by reviewing CNDDDB data and prior reports. We will conduct exit hole surveys in all suitable habitat (i.e. clusters of elderberry shrubs with stems >1" diameter). The approximate number of exit holes in each habitat cluster will be recorded in a sub-meter accurate GPS handheld or tablet computer. This is a periodic survey which will be required for the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025. It will be conducted concurrent with the general conditions surveys.

Subtask 2r. Swainson's Hawk Surveys (Periodic Task)

This task is based on Action 6-4-2 of the GOSMP. Under this task, we will conduct two rounds of surveys in suitable habitat. Suitable habitat for Swainson's Hawk will be identified based on the results of Wetland and Riparian General Conditions Surveys, the General Bird Surveys, and other surveys, as well as by reviewing CNDDDB data and prior reports. Two surveys will be conducted, at the beginning of the breeding season (Around April) and near the end of the breeding season (around September). The surveys will be conducted in the evening hours, and the VNLC biologist will arrive at the Study Area within the recommended start time of each respective survey window and survey for nesting Swainson's Hawk until sunset. Potential Swainson's Hawk nests will be surveyed with both binoculars and a high-powered spotting scope. The surveys will be conducted either via a car or on foot depending on the nature of the Study Area. If a Swainson's Hawk nest is confirmed in the vicinity of the Study Area, the biologist will record the location of the nest with a sub-meter accurate GPS. Any other nesting raptors observed incidentally during the nesting Swainson's Hawk survey will be recorded via GPS as well. This is a periodic survey which will be required for the Garnet Creek and Placer Creek Corporate Center preserves in 2024 and the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025.

Subtask 2s. Burrowing Owl Surveys (Periodic Task)

This task is based on Action 6-4-3 in Goal 6-4 in Table 6-1 of the GOSMP. Under this task, we will conduct a single survey if the five-year survey interval falls within the contract period. Suitable habitat for Burrowing Owl will be identified based on the results of Wetland and Riparian General Conditions Surveys, the General Bird Surveys, and other surveys, as well as by reviewing CNDDDB data and prior reports. Surveys will be conducted by walking meandering transects through suitable habitat, searching for Burrowing Owls and their sign around burrows. All Burrowing Owls and their burrows will be mapped with a sub-meter accurate GPS handheld. This is a periodic survey which will be required for the Garnet Creek and Placer Creek Corporate Center preserves in 2024 and the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025. The surveys will be conducted concurrent with the general conditions surveys.

Subtask 2t. Amphibian and Reptile Surveys (Periodic Task)

This task is based on Action 6-6-2 of the GOSMP. Surveys will be focused on rare species with the potential to occur in the preserves (e.g. northwestern pond turtle and western spadefoot), but will also note common species observed. Potential habitat for rare species will be identified based on the General Conditions Surveys, and on prior reports. All suitable habitat for each species will be surveyed during the appropriate identification window. Populations of rare reptiles and amphibians will be mapped using a sub-meter accurate GPS handheld. Survey methods will vary based on target species, but will generally be non-invasive where practicable. Where possible, such as with northwestern pond turtle, foothill yellow-legged frog, and giant gartersnake, we will use visual encounter surveys by qualified biologists using binoculars. Surveys for western spadefoot and other hard-to-see species may be conducted as dipnet or seine surveys by appropriately-permitted biologists. All new populations of rare species will be mapped with sub-meter accurate GPS handhelds and reported to the CNDDDB. This is a periodic survey which will be required for all nine preserves in 2025.

Subtask 2u. Wetland Delineation Review (Periodic Task)

This task is based on GOSMP Action 6-1-3. Under this task, we will load existing wetland delineation maps onto a sub-meter accurate GPS handheld. We will field-verify all delineated features, and search for instances in which changing conditions have caused changes in the extent of potentially jurisdictional wetlands and Waters of the U.S. and of the State of California. In instances where feature boundaries have changed significantly, or areas have been converted from wetland to upland or vice versa, we will collect wetland delineation data points and map the new boundaries. This is a periodic survey which will be required for the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025.

Subtask 2v. Unknown Occurrences of Special-Status Plant Surveys (Periodic Task, Not Required)

This is an intermittent task which will not be required for any of the preserves during the period from 2023-2025. A description of the task is included here for completeness.

This task is based on Action 6-9-3 in Goal 6-9 in Table 6-1 of the GOSMP. Under this task, we will conduct rare plant surveys if the five-year survey interval falls within the contract period. Rare plants with the potential to occur in the preserves will be identified based on the Baseline report, CNDDDB, and other sources. Potential habitat for these species will be identified based on the General Conditions Surveys, the Baseline report, and other sources. All suitable habitat for each species will be surveyed during the appropriate identification window. Populations of rare plants will be mapped using a sub-meter accurate GPS handheld. Abundance will be assessed semi-quantitatively using broad abundance categories, i.e., 0, 1 - 100, 101 - 500, 501 - 1,000, and >1,000 plants. All new populations will be submitted to the CNDDDB, and included in future Known Occurrences of Special-Status Plant Surveys. These surveys will be combined with other surveys as appropriate to the identification window of each plant (e.g. vernal pool plants such as legumens will be surveyed for concurrent with other vernal pool vegetation monitoring).

Task 3. Habitat Mapping

Subtask 3a. Special Status Species Map

This task is based on GOSMP Action 6-4-5, Action 6-8-3, and Action 6-9-4. Under this task, we will use data collected in the field surveys to update all maps of special-status wildlife and plant species. Maps will be included in the annual reports, and all occurrences will be submitted to CNDDDB.

Subtask 3b. Habitat Conditions Map

This task is based on GOSMP Action 6-3-1 and Action 6-7-2. Under this task, we will update all site maps based on the results of general conditions surveys. Maps will reflect the latest information on general site conditions, invasive weed populations, beaver dams, problematic erosion, human disturbance, and other issues of note.

Subtask 3c. Wetland Delineation Re-Map (Periodic Task)

This task is based on GOSMP Action 6-1-3. Under this task, we will use data gathered during the Wetland Delineation Review to revise the mapping of all delineated wetlands and Waters. We will produce new wetland delineation maps reflecting current conditions in the preserves. The new maps will meet all Sacramento District Army Corps of Engineers mapping and data standards. This is a periodic task which will be required for the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025.

Subtask 3d. Creek Conditions Mapping (Periodic Task)

This task is based on GOSMP Action 6-2-3. Under this task, we will use data gathered during the general conditions surveys to update all creek conditions maps. The revised maps will display creeks broken into reaches, with each reach rated by condition, and appropriateness for restoration or enhancement efforts. Significant issues such as degradation or aggradation, riparian vegetation loss, and human disturbance will be identified. This is a periodic task which will be required for the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025.

Subtask 3e. Vegetation Community Map Revisions (Periodic Task)

This task is based on GOSMP Action 6-8-2. Under this task, we will use data gathered during the General Conditions Surveys, as well as the latest available aerial photos, to update all vegetation community maps. Any areas of habitat type conversion will be identified. The acreage and type of converted areas will be measured for inclusion in the reports. Reasons for habitat conversion will be discussed in the annual reports. This is a periodic task which will be required for the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025.

Subtask 3f. Oak Mapping (Periodic Task)

This task is based on GOSMP Action 6-10-5. Under this task, we will revise the oak habitat maps for each preserve, based on the data collected in the Oak Tree Census and Health Monitoring. Revised maps will show updated acreage of oak canopy in each preserve, along with updated species counts and health metrics. Changes in oak tree communities will be discussed in the annual monitoring reports. This is a periodic survey which will be required for the Garnet Creek and Parklands North preserves in 2024 and the Claremont, Orchard Creek, Stanford Ranch, and Sunset West preserves in 2025.

Task 4. Management And Restoration Recommendations

During each inspection, biologists will note issues which may require management, as well as opportunities for habitat enhancement, as described above. Issues will be mapped for inclusion in the annual reports. All issues which may require urgent management action will be reported to the VNLC project manager. The VNLC project manager will contact the City point-of-contact to report urgent management needs. Non-urgent management needs and habitat enhancement recommendations will be described in the annual management report, along with priority ratings

for each action. We will meet with City personnel to discuss maintenance issues or violations which must be reported to the regulatory agencies. During this meeting, we will discuss potential remedies for any such issues, and agree on the approach to each which will be included in the annual report.

Task 5. Data Analysis And Report Preparation

Subtask 5a. Data Analysis

We will create a custom relational database for the project in Microsoft Access, including tables for each data type and queries to produce each required analysis for the reports. We will enter data into the database as it is collected over the course of the year, allowing rapid identification of management issues and data gaps. Geographic data will be collected in ESRI ArcGIS formats for analysis and display in ArcMap software.

Subtask 5b. Draft and Final Monitoring Reports

A thorough yet concise annual draft monitoring report will be submitted to the City that details the methods and results of monitoring surveys, and discusses specific management recommendations. The report will cover overall site conditions by preserve, and will include (for each parcel) specific recommendations with regard to (1) any habitat enhancement measures deemed to be necessary to meet preserve goals, (2) any maintenance problems or violations, (3) a proposed resolution and timeline for any maintenance problems or violations, and (4) any changes in the monitoring or management program that appear to be warranted based on monitoring results to date, or recommendations for changes to monitoring or maintenance goals. It will also include specific features mapped and documented during field surveys, as well as an analysis and summary of all monitoring parameters measured during field surveys (e.g. number and percent of pools meeting the vernal pool dominants threshold, and specific instances and analyses of pools not meeting the threshold). In addition, monitoring reports will include precipitation data to allow the Preserve Manager to evaluate the performance of the vernal pools relative to available water supply. Summary tables and figures will be included to clearly highlight important findings. The report will include representative photographs, a set of appropriately scaled color maps with all notable features shown, and electronic copies of field data sheets. After review by the City, we will incorporate the City's changes into the final monitoring report. If requested, the City will have an additional opportunity to review an electronic copy of this final report before hard copies are printed and submitted.

Subtask 5c. Wetland Delineation Report (Periodic Task)

According to the GOSMP, a re-delineation of all wetlands is required once every 10 years. We will use the data produced in the Wetland Delineation Re-Map to produce a wetland delineation report for the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025. The report will meet all Sacramento Army Corps district standards for wetland delineations. We will submit this report for review to the City. After any necessary revisions, we will submit the report to the Corps for re-verification.

EXHIBIT B

Schedule of Performance

This Agreement will commence on the start date of March 1st, 2023, as presented Herein. This Agreement is for an initial ten month period and will be renewable on a year-to year basis for two additional one-year terms at the City's option pursuant to the Contract Documents. See Below for the project schedule:

Table 2. Project Schedule

Task Number	Task Name	Personnel	Winter (January)	Early Spring (Late February to Early March)	Peak Vernal Pool Bloom (Late March to Early May)	Late Spring (Late April)	Mid-Summer (June-July)	Post-Crazing (September-October)	November	December
1	Background Review and Field Preparation	All	X							
2a	Wetland and Riparian General Conditions Surveys	C, OC, SR, SW, WR, B, GC, PN	X				X			
2b	Vernal Pool Grassland General Conditions Surveys	OC, SR, SW, PCCC				X				
2c	Oak Woodland/ Savannah General Conditions Surveys	C, SR, SW, GC, PN					X			
2d	Wetland and Riparian Invasive Plant Monitoring	C, OC, SR, SW, WR, B, GC, PN					X			
2e	Vernal Pool Grassland Invasive Plant Monitoring	OC, SR, SW, PCCC					X			
2f	Oak Woodland/ Savannah Invasive Plant Monitoring	C, SR, SW, GC, PN					X			
2g	Vernal Pool Hydrologic Monitoring	OC, SR, SW, PCCC	X	X			X			
2h	Vernal Pool Floristic Monitoring	OC, SR, SW, PCCC	X	X						
2i	Vernal Pool Invertebrate Monitoring	OC, SR, SW, PCCC	X	X						
2j	Vernal Pool Grassland Vegetation Monitoring	OC, SR, SW, PCCC				X				
2k	Oak Woodland/ Savannah Understory Thatch Monitoring	C, SR, SW, GC, PN				X				
2l	Vernal Pool Grassland Thatch Monitoring	OC, SR, SW, PCCC						X		
2m	Oak Woodland/ Savannah Understory Thatch Monitoring	C, SR, SW, GC, PN						X		
2n	Known Occurrences of Special Status Plant Surveys	SR			X					
2o	General Bird Surveys	All			X			X		
2p	Oak Tree Census and Health Monitoring	2024: GC, PN, PCCC 2025: C, SR, SW					X			
2q	VELB Surveys	2025: C, OC, SR, SW, WR					X			

Task Number	Task Name	Preserves	Winter (January)	Early Spring (Late February to Early March)	Peak Vernal Pool Bloom (Late March to Early May)	Late Spring (Late April)	Mid-Summer (June-July)	Post-Grazing (September-October)	November	December
2r	Swainson's Hawk Surveys	2024: GC, PCCC 2025: C, OC, SR, SW, WR			X			X		
2s	Burrowing Owl Surveys	2024: GC, PCCC 2025: C, OC, SR, SW, WR			X			X		
2t	Reptile and Amphibian Surveys	2024: All		X			X			
2u	Wetland Delineation Review	2025: C, OC, SR, SW, WR				X				
2v	Unknown Occurrences of Special-Status Plant Surveys	NOT REQUIRED								
3a	Special Status Species Map	All					X			
3b	Habitat Conditions Map	All					X			
3c	Wetland Delineation Re-Map	2025: C, OC, SR, SW, WR					X			
3d	Creek Conditions Mapping	C, OC, SR, SW, WR, B, GC, PN					X			
3e	Vegetation Community Map Revisions	2025: C, OC, SR, SW, WR					X			
3f	Oak Mapping	2024: GC, PN 2025: C, OC, SR, SW					X			
4	Management and Restoration Recommendations	All	X	X	X	X	X	X	X	X
5a	Data Analysis	All	X	X	X	X	X	X	X	X
5b	Draft and Final Monitoring Report	All								
5c	Wetland Delineation Review	2025: C, OC, SR, SW, WR								X

EXHIBIT C
SCHEDULE OF FEES

The total compensation for the Scope of Services identified in Exhibit A shall not exceed Ninety-Five Thousand, Eight Hundred and Fifty-Eighty Dollars (\$95,858). The cost breakdown has been included below.

Table 4. Volunteer Natural Lands Consulting Budget for City of Rocklin Open Space Monitoring Services

	2023 Budget										TOTAL PROJ COST
	Principal in Charge	Project Manager	GIS Specialist	Senior Field Biologists	Staff Field Biologists	TOTAL LABOR HOURS	Principal in Charge	Project Manager	GIS Specialist	Senior Field Biologists	
	4	16	24	0	0	44	\$146	\$2,015	\$3,024	\$0	\$5,624
TASK 1. REVIEW AND FIELD PREPARATION											
TASK 2. PRESERVE FIELD SURVEYS											
Subtask 2a. Wetland General Conditions	0	4	0	32	32	68	\$0	\$504	\$0	\$3,552	\$3,072
Subtask 2b. VP Grassland General Conditions	0	0	0	16	16	32	\$0	\$0	\$0	\$1,776	\$1,536
Subtask 2c. Oak Woodland General Conditions	0	0	0	0	4	8	\$0	\$0	\$0	\$444	\$384
Subtask 2d. Wetland Invasive Plants	0	0	0	16	16	32	\$0	\$0	\$0	\$1,776	\$1,536
Subtask 2e. VP Grassland Invasive Plants	0	0	0	16	16	32	\$0	\$0	\$0	\$1,776	\$1,536
Subtask 2f. Oak Woodland Invasive Plants	0	0	0	16	16	32	\$0	\$0	\$0	\$1,776	\$1,536
Subtask 2g. VP Hydrology	0	0	0	14	14	28	\$0	\$0	\$0	\$1,554	\$1,344
Subtask 2h. VP Floristics	0	0	0	14	14	28	\$0	\$0	\$0	\$1,554	\$1,344
Subtask 2i. VP Invertebrates	0	0	0	14	14	28	\$0	\$0	\$0	\$1,554	\$1,344
Subtask 2j. VP Grassland Vegetation	0	0	0	28	28	56	\$0	\$0	\$0	\$3,108	\$2,688
Subtask 2k. Oak Understorey Vegetation	0	0	0	14	14	28	\$0	\$0	\$0	\$1,554	\$1,344
Subtask 2l. VP Grassland Thatch	0	0	0	15	15	30	\$0	\$0	\$0	\$1,665	\$1,440
Subtask 2m. Oak Understorey Thatch	0	0	0	10	10	20	\$0	\$0	\$0	\$1,110	\$960
Subtask 2n. Knapweed Special-Species Plants	0	0	0	4	4	8	\$0	\$0	\$0	\$444	\$384
Subtask 2o. General Birds	0	0	0	8	8	16	\$0	\$0	\$0	\$988	\$798
Subtask 2p. Oak Tree Census	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
Subtask 2q. VELB	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
Subtask 2r. Swainson's Hawk	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
Subtask 2s. Burrowing Owl	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
Subtask 2t. Red-tailed and Ash-throated	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
Subtask 2u. Wetland Delineation	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
Subtask 2v. Unknown Special-Species Plants	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
TASK 3. HABITAT MAPPING											
Subtask 3a. Special Status Species	0	0	18	0	0	18	\$0	\$2,016	\$0	\$0	\$2,016
Subtask 3b. Habitat Conditions	0	0	40	0	0	40	\$0	\$5,040	\$0	\$0	\$5,040
Subtask 3c. Wetland Delineation	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
Subtask 3d. Creek Conditions	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
Subtask 3e. Vegetation Community	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
Subtask 3f. Oaks	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
TASK 4. RECOMMENDATIONS											
Subtask 4a. Data Analysis	0	4	24	0	40	68	\$0	\$504	\$3,024	\$0	\$3,528
Subtask 4b. Draft and Final Reports	2	24	32	0	100	158	\$792	\$3,024	\$4,032	\$0	\$7,848
Subtask 4c. Wetland Delineation Report	12	60	144	224	380	804	\$1,752	\$7,560	\$24,000	\$3,024	\$36,336
TOTAL											

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:

A blue ink handwritten signature of John Vollmar is written over a horizontal line.

John Vollmar, CEO/CFO

AMENDMENT NO. 1

TO CONTRACT FOR SERVICES BETWEEN THE CITY OF ROCKLIN AND VOLLMAR NATURAL LANDS CONSULTING, INC.

THIS AMENDMENT is entered into as of January 1, 2024, by and between the City of Rocklin, a municipal corporation ("City"), and Vollmar Natural Lands Consulting, Inc. ("Consultant"), who agree as follows:

RECITALS

WHEREAS, the City and Contractor entered into a Contract for Services on February 14, 2023, to provide environmental studies, monitoring, and consulting services for the City's open space areas (hereafter "Agreement"); and

WHEREAS, the Agreement was for an initial 10-month period, starting on March 1, 2023, and is renewable on a year-to-year basis for two (2) additional one-year terms at the City's option; and

WHEREAS, the City and Contractor agree to amend the Agreement to extend the term for one (1) additional year from January 1, 2024 to January 1, 2025.

AGREEMENT

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

1. Section 4 of the Agreement entitled "Term of Contract" subsection "A" is amended to extend the term for one (1) year until January 1, 2025.

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.

CITY

By: 
F29E9749AAD9403...
Aly Zimmermann, City Manager

CONTRACTOR

By: 
482580A8D5154C2
John Vollmar, CEO/CFO

APPROVED AS TO FORM:

DocuSigned by:
Daniel Cucchi
By: 5553D9734517413...
Daniel Cucchi, Acting Assistant City Attorney

ATTEST:

DocuSigned by:
Avinta Madhukansh-Singh
By: 82A06AD69CB047E...
Avinta Singh, City Clerk



City Council Staff Report

Subject: Levy and Collection of Assessments for Lighting Maintenance District No. 1 for Fiscal Year 2024/25

Date: June 11, 2024

Submitted By: Megan Bressemer, Management Analyst
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:

Conduct a Public Hearing and Consider the Following Actions:

- A. Adopt a Resolution of the City Council of the City of Rocklin Ordering the Levy and Collection of Assessments for Lighting Maintenance District No. 1 and Confirming a Diagram and Assessment.
- B. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Collection of Taxes, Assessments, and Liens on the 2024/25 Tax Roll (Lighting Maintenance District No. 1).

Background:

In accordance with the California Streets and Highways Code, Division 15, Part 2, section 22500 et seq. (the Landscaping and Lighting Act of 1972), the City of Rocklin established the Lighting Maintenance District No. 1 (the District). The District was formed for the purposes of maintaining street lights and safety lighting located within the District. A map of the District is included on page 8 of the Engineer's Report (Attachment 3).

The Landscaping and Lighting Act of 1972 (the Act), identifies the process required to annually levy and collect assessments to meet the needs of the District. The Act requires an annual Engineer's Report to be prepared each fiscal year (FY) for which assessments are to be levied and collected. The report is to contain plans and specifications regarding improvements to be maintained, an estimated cost for maintaining the improvements, a diagram of the proposed assessment area and an assessment of the estimated costs.

For areas within the district created before the 1996/97 tax year, Proposition 218 requires any modification of assessment rates or methodologies to be brought to the voters. The maximum allowable tax for these areas has not changed since the 1996/97 tax year.

For FY 2024/25, budgeted expenses for the District will equal budgeted assessment revenue. The Engineer's Report (Attachment 3) shows that based on the budgeted needs of the District

and depending on location, the District's assessment rate for FY 2024/25 will be between \$11.05 and \$125.15 for a single-family residential parcel.

Pursuant to the Act, in order for the City to levy and collect assessments for FY 2024/25 to pay for the cost of maintaining street lights and safety lighting for the District, it is necessary for the City Council to request the preparation of an Engineer's Report, approve or modify and approve the completed Engineer's Report, declare an intent to levy and collect assessments, and set and hold a hearing.

On May 14, 2024, the City Council adopted Resolutions No. 2024-100, No. 2024-101 and No. 2024-102, which ordered the Engineer's Report, approved the report and set the public hearing for June 11, 2024. A Notice of Public Hearing was published in the Placer Herald on May 24, 2024.

This item includes two resolutions for adoption. Resolution A (Attachment 1) would authorize staff to request that Placer County attach property tax liens ordering the levy and collection of assessments for the District and confirm a diagram and assessment. Resolution B (Attachment 2) is required by Placer County to levy and collect assessments and place liens on the 2024/25 tax roll on the City's behalf. It also indemnifies the County for any errors in those tax rolls submitted by the City.

Adoption of the attached resolutions will allow the City to levy and collect assessments for FY 2024/25 for the cost of maintaining street lights and safety lighting for the District.

Fiscal Impact:

The total assessment revenue for FY 2024/25 is proposed to be set at approximately \$251,800 to meet the operational needs of the District. The District's budget is equal to the assessments for FY 2024/25.

ATTACHMENTS:

1. [Resolution A](#)
2. [Resolution B](#)
3. [LMD No. 1 Engineer's Report](#)

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR
LIGHTING MAINTENANCE DISTRICT NO. 1
AND CONFIRMING A DIAGRAM AND ASSESSMENT

WHEREAS, pursuant to Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), the City Council of the City of Rocklin has formed a maintenance district that is known and designated as Lighting Maintenance District No. 1 (hereinafter referred to as the "Maintenance District"); and

WHEREAS, the City Council has ordered the preparation of an Engineer's Report ("report") (Resolution No. 2024-100), and the report has been prepared and filed with this City Council pursuant to law for its consideration and, subsequently thereto, the City Council approved said report (Resolution No. 2024-101), and adopted the Resolution of Intention to order the levy and collection of assessments in said Maintenance District as set forth in said report and, further, proceeded to give notice of the time and place for public hearing on the question of the levy of the proposed assessment (Resolution No. 2024-102); and

WHEREAS, at this time, the City Council has heard all testimony and evidence and is desirous of proceeding with the levying of assessments.

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

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby orders the services and maintenance work to be done as set forth in the report as approved, and orders the levy and collection of the assessments as shown and set forth and described in said report.

Section 3. The diagram and assessment, as set forth and contained in said report, are hereby confirmed and adopted.

Section 4. The adoption of this Resolution constitutes the levy of the maintenance assessments for the fiscal year commencing July 1, 2024 and ending June 30, 2025.

Section 5. The City Treasurer shall place in a special fund known as the:

"LIGHTING MAINTENANCE DISTRICT NO. 1"

All monies collected by the Tax Collector pursuant to the provisions of this Resolution and law and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

Section 6. The City staff is hereby ordered and directed to file a certified copy of the diagram and assessment roll with the County Auditor together with a certified copy of this Resolution upon its adoption.

Section 7. A certified copy of this assessment shall be on file in the office of the City Clerk as Resolution No. 2024-101, and open for public inspection.

PASSED AND ADOPTED this 11th day of June, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
REQUESTING THE COLLECTION OF TAXES,
ASSESSMENTS AND LIENS ON THE 2024/25 TAX ROLL
(LIGHTING MAINTENANCE DISTRICT NO. 1)

WHEREAS, pursuant to Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), the City Council of the City of Rocklin established the Lighting Maintenance District No. 1, for which annual assessments are collected on behalf of the City by the County of Placer on the annual property tax roll; and

WHEREAS, the County of Placer requires, as a condition of the collection of taxes, assessments, liens and other charges on behalf of the City that the City warrants the legality of said charges and defend and indemnify the County from any challenge to the legality thereof.

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

Section 1. The Auditor-Controller of Placer County is requested to attach for collection on the County 2024/25 tax rolls the City of Rocklin Lighting Maintenance District No. 1 assessments ("Assessments") as set forth in Rocklin City Council Resolution No. 2024-101.

Section 2. The City warrants and represents that the Assessments comply with all requirements of state law, including, but not limited to, Articles XIII C and XIII D of the California Constitution (Proposition 218).

Section 3. The City releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by the County of any of the Assessments on behalf of the City.

Section 4. The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments in any manner arising out of the collection by County of any of the Assessments requested to be collected by the County for the City, or in any manner arising out of the City establishment and imposition of said Assessments. The City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of the Assessments, the County may offset the amount of the judgment from any other monies collected by the County on behalf of the City, including property taxes.

Section 5. The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's assessments, and that the City will not refer such persons to County officers and employees for response.

Section 6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the assessments, as provided by Government Code sections 29304 and 51800.

PASSED AND ADOPTED this 11th day of June, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk



City of Rocklin

Engineer's Report

Lighting Maintenance District No. 1

FISCAL YEAR 2024/2025

Intent Meeting: May 14, 2024
Public Hearing: June 11, 2024

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Temecula, California 92590
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F. 951.587.3510 888.326.6864

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I. OVERVIEW

A. BACKGROUND

The City of Rocklin Lighting Maintenance District No. 1 ("the District") was formed for the purpose of maintaining streetlights and safety lighting located within the District. The 2024/2025 Engineer's Report for the District is submitted pursuant to Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), and in accordance with the provisions of Chapter 1, Article 4, commencing with Section 22565, of the Act.

The 2024/2025 Engineer's Report consists of the following:

1. Plans and specifications of the improvements to be maintained.
2. An estimate of the costs for maintaining the improvements for the 2024/2025 Fiscal Year.
3. An assessment of the estimated costs for the maintenance work for the 2024/2025 Fiscal Year.
4. A diagram of the area proposed to be assessed.
5. An assessment roll for the 2024/2025 Fiscal Year.

II. PLANS AND SPECIFICATIONS

The District was formed to maintain all "Improvements" within the District; which consist of street lighting and safety lighting in the District. The total number of streetlights to be maintained in 2024/2025 will be 1,632.

Safety lighting to be maintained consists of traffic signals and flashing yellow safety lights. There are twenty (20) traffic signals, three (3) flashing beacons, ten (10) speed radar signs and forty-two (42) blinker signs to be maintained in the District during Fiscal Year 2024/2025.

III. ESTIMATE OF COST

The City's budget for the District is shown below and details the estimated costs for Fiscal Year 2024/2025 as available at the time of preparation of this report.

The total cost of operating the District in 2024/2025 is as follows:

Estimated Street Lighting Costs	\$229,900
Administrative Overhead	21,900
Total Costs	\$251,800
 Total Assessments ⁽¹⁾	 \$251,800

⁽¹⁾ Slight variance from Total Assessment in Table A of Section IV. Due to rounding.

The estimated cost of street lighting is based on the following assumptions:

1. Projected rates from PG&E; and
2. Updates to the street light inventory.

IV. METHOD OF APPORTIONMENT

A. ASSESSMENT OF THE ESTIMATED COSTS

The formula detailed below was used during the 1996/1997 assessment proceedings. In compliance with Proposition 218, the city will levy the 2024/2025 assessments using the methodology and data used in the previous year. There is no change in the assessment methodology.

The annual levy by Zone of Benefit for 2024/2025 is shown in Table A (page 6 of this report).

The annual assessment for lighting maintenance is calculated using the following formula:

$$\text{Annual Assessment} = I + J + K + L + M$$

Where,

I = Street Lighting Maintenance Assessment

J = Administrative Overhead

K= Miscellaneous Energy Assessment

L= 1996-1997 Fixed Adjustment

M= Cost of Public Notification

The formula for the Street Lighting Maintenance Assessment is as follows:

1996/1997 estimated energy costs for street lighting minus the difference between the 1995/1996 estimated and actual costs for street lighting energy, divided by the total number of assessable units per zone.

The Administrative Overhead is a flat \$5.74 per parcel. This amount is 15% of the total cost of maintenance, divided by the total number of assessable units in the District as of 1996/1997.

The formula is as follows:

$$(\text{Street Light Costs} + \text{Traffic Safety Light Costs} + \text{Reserve Capitalization}) \times .15 / \text{Total Assessable Units}$$

The Miscellaneous Energy Assessment is calculated using the following formula, where the letter represents the column in the table:

$$\text{Miscellaneous Energy Assessment} = \text{Total Estimated Costs} / \text{Total District EDUs}$$

Equivalent Dwelling Units (EDUs) are assigned to each land use, as shown in the table below, based on the criteria assigned in a particular category. The total number of EDUs for the District is divided into the total cost of "Miscellaneous Energy", deriving a "per EDU" assessment.

EDU Assignments:

Land Use Category	Land Use	Unit	EDU per Unit
Residential	Single Family	DU	1.00
	Multi-Family	DU	0.63
	Mobile Home Park	DU	0.56
	Retirement	DU	0.28
Hotel / Motel		Room	0.69
Office		1,000 SF	1.75
Retail			
Low	Mini-Storage	1,000 SF	0.14
	Lumber Yard	1,000 SF	0.40
	Hardware	1,000 SF	0.59
	Auto Dealer	1,000 SF	0.95
Medium	Neighborhood	1,000 SF	1.38
	Regional Center	1,000 SF	1.66
	Supermarket	1,000 SF	1.69
	Specialty	1,000 SF	2.05
High	Restaurant	1,000 SF	3.02
	Convenient Market	1,000 SF	3.49
	Discount Club	1,000 SF	4.36
	Coffee Shop	1,000 SF	4.66
	Fast Food	1,000 SF	6.11
	Banks	1,000 SF	7.86
	Gas Station	Station	1.88
Industrial	Light Industrial	1,000 SF	0.92
	Heavy Industrial	1,000 SF	0.70
	Warehouse	1,000 SF	0.69
Golf Courses		Hole	4.27

The EDU assignments for parcels designated as other than single family residential, or vacant or undeveloped land can be found in the above table.

The 1996/1997 fixed adjustment was calculated using the following formula:

$$((\text{Total Costs Per Zone}/120,822)*15,000)/\text{Total Parcels Per Zone} *$$

*Fixed Adjustment per 1996/1997 calculation. This adjustment was derived by using a formula that allocates the 1996/1997 deficit reduction costs (\$15,000) back to each zone of benefit based on the percentage of 1996/1997 lighting costs (\$120,822) of the zone of benefit as compared to the District.

TABLE A
ANNUAL LEVY BY ZONE OF BENEFIT – 2024/2025
Lighting Maintenance District No. 1

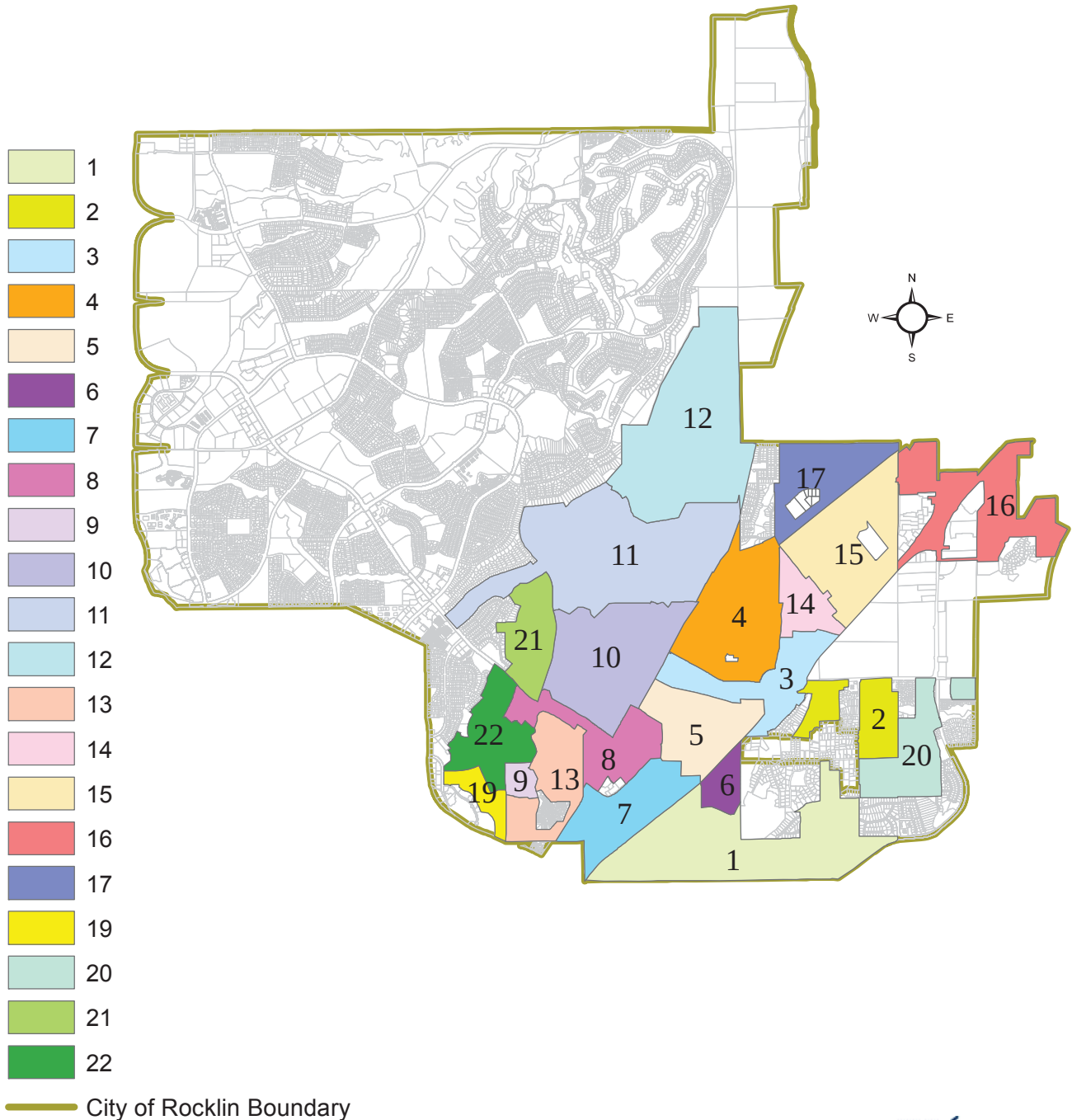
Zone	Total Levied Parcels	High Density EDU	High Density Assessment	EDU	Applied Assessment Rate (\$)	Assessment (\$)	Max Assessment Rate (\$)	Total Assessment (\$) ⁽¹⁾
1	408	0.00	0.00	408.00	\$11.04	\$4,504.32	\$11.05	\$4,504.32
2	169	39.17	440.08	164.00	\$40.44	6,632.16	\$40.44	7,072.24
3	131	857.11	9528.80	63.00	\$40.58	2,556.54	\$40.58	12,085.34
4	520	301.62	4312.90	455.00	\$40.58	18,463.90	\$40.58	22,776.80
5	99	335.95	7364.98	78.00	\$40.58	3,165.24	\$40.58	10,530.22
6	75	0.00	0	75.00	\$35.10	2,632.50	\$35.11	2,632.50
7	460	238.87	3,218.78	409.00	\$36.86	15,075.74	\$36.86	18,294.52
8	103	557.66	7,281.26	74.76	\$125.14	9,355.70	\$125.15	16,636.96
9	24	0.00	0	24.00	\$58.26	1,398.24	\$58.27	1,398.24
10	457	89.21	960.72	441.00	\$26.54	11,704.14	\$26.54	12,664.86
11	910	18.00	385.20	901.00	\$35.84	32,291.84	\$35.85	32,677.04
12	392	6.17	55.58	391.00	\$55.58	21,731.78	\$55.59	21,787.36
13	438	255.26	2,283.34	427.00	\$32.26	13,775.02	\$32.27	16,058.36
14	133	281.33	3,177.76	106.00	\$52.12	5,524.72	\$52.12	8,702.48
15	66	990.87	8,316.92	14.00	\$34.96	489.44	\$34.97	8,806.36
16	15	106.46	887.62	13.03	\$31.38	409.02	\$31.38	1,296.64
17	35	410.46	3,100.94	10.00	\$20.90	209.00	\$20.90	3,309.94
19	73	0.00	0	73.00	\$33.68	2,458.64	\$33.69	2,458.64
20	292	310.69	2,396.12	286.00	\$46.00	13,156.00	\$46.00	15,552.12
21	280	4.73	45.60	279.00	\$45.60	12,722.40	\$45.61	12,768.00
22	598	2.94	33.10	597.00	\$33.10	19,760.70	\$33.11	19,793.80
Total	5,678	4,806.50	53,789.70	5,288.80		\$198,017.04		\$251,806.74

⁽¹⁾ Slight Variance from Total Assessment in City's Budget in Section III. due to rounding.

V. ASSESSMENT DIAGRAM

The Assessment Diagram for the District is shown below and it contains the zones of benefit for the District.

City of Rocklin Lighting Maintenance District No. 1



VI. ASSESSMENT ROLL

The Assessment Roll is a listing of the proposed assessment for Fiscal Year 2024/2025 apportioned to each lot or parcel, as shown on the last equalized roll of the Assessor of the County of Placer. The Preliminary Assessment Roll is provided as part of this report and is incorporated herein.

The description of each lot or parcel is part of the records of the Assessor of the County of Placer and these records are, by reference, made part of this Report.



City Council Staff Report

Subject: Levy and Collection of Assessments for Landscape and Lighting Maintenance District No. 2 for Fiscal Year 2024/25

Date: June 11, 2024

Submitted By: Megan Bressemer, Management Analyst
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:

Conduct a Public Hearing and Consider the Following Actions:

- A. Adopt a Resolution of the City Council of the City of Rocklin Ordering the Levy and Collection of Assessments for Landscape and Lighting Maintenance District No. 2 and Confirming a Diagram and Assessment.
- B. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Collection of Taxes, Assessments, and Liens on the 2024/25 Tax Roll (Landscape and Lighting Maintenance District No. 2).

Background:

In accordance with the California Streets and Highways Code, Division 15, Part 2, section 22500 et seq. (the Landscaping and Lighting Act of 1972), the City of Rocklin established the Landscape and Lighting Maintenance District No. 2 (the District). The District was formed for the purposes of maintaining street lights, safety lighting, and all costs related to the maintenance of roadway landscaping located within the District. A map of the District is included on page 14 of the Engineer's Report (Attachment 3).

The Landscaping and Lighting Act of 1972 (the Act), identifies the process required to annually levy and collect assessments to meet the needs of the District. The Act requires an annual Engineer's Report to be prepared each fiscal year (FY) for which assessments are to be levied and collected. The report is to contain plans and specifications regarding improvements to be maintained, an estimated cost for maintaining the improvements, a diagram of the proposed assessment area and an assessment of the estimated costs.

For areas within the district created before the 1996/97 tax year, Proposition 218 requires any modification of assessment rates or methodologies to be brought to the voters. The maximum allowable tax for these areas has not changed since the 1996/97 tax year.

The maximum tax for areas annexed into the District after the 1996/97 tax year are based on a

base year rate equivalent to the first year's actual utility and maintenance costs, increased by an annual 4% inflationary factor.

For FY 2024/25, budgeted expenses for the District exceed budgeted assessment revenue by \$424,000 due to increases in operating expenses. District reserves will cover the shortfall. The Engineer's Report (Attachment 3) shows that based on the budgeted needs of the District and depending on location, the District's assessment rate for FY 2024/25 will be between \$5 and \$1,525.

Pursuant to the Act, in order for the City to levy and collect assessments for FY 2024/25 to pay for the cost of maintaining street lights, safety lighting, and roadway landscaping for the District, it is necessary for the City Council to request the preparation of an Engineer's Report, approve or modify and approve the completed Engineer's Report, declare an intent to levy and collect assessments, and set and hold a hearing.

On May 14, 2024, the City Council adopted Resolutions No. 2024-103, No. 2024-104 and No. 2024-105, which ordered the Engineer's Report, approved the report and set the public hearing for June 11, 2024. A Notice of Public Hearing was published in the Placer Herald on May 24, 2024.

This item includes two resolutions for adoption. Resolution A (Attachment 1) would authorize staff to request that Placer County attach property tax liens ordering the levy and collection of assessments for the District and confirm a diagram and assessment. Resolution B (Attachment 2) is required by Placer County to levy and collect assessments and place liens on the 2024/25 tax roll on the City's behalf. It also indemnifies the County for any errors in those tax rolls submitted by the City.

Adoption of the attached resolutions will allow the City to levy and collect assessments for FY 2024/25 for the cost of maintaining street lights, safety lighting, and roadway landscaping for the District.

Fiscal Impact:

Total assessment revenue for FY 2024/25 is proposed to be set at approximately \$2,757,800 to meet the operational needs of the District. Based on the District's budget, this level of funding will leave the District with a deficit of \$424,000 for FY 2024/25. The deficit will be covered by the existing fund balance.

ATTACHMENTS:

1. [Resolution A](#)
2. [Resolution B](#)
3. [LLMD No. 2 Engineer's Report](#)

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2
AND CONFIRMING A DIAGRAM AND ASSESSMENT

WHEREAS, pursuant to Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), the City Council of the City of Rocklin has formed a maintenance district that is known and designated as: Landscape and Lighting Maintenance District No. 2 (hereinafter referred to as the "Maintenance District"); and

WHEREAS, this City Council has ordered the preparation of an Engineer's Report ("report") (Resolution No. 2024-103), and the report has been prepared and filed with the City Council pursuant to law for its consideration and, subsequently thereto, the City Council approved said report (Resolution No. 2024-104), and adopted the Resolution of Intention to order the levy and collection of assessments in said Maintenance District as set forth in said report and, further, proceeded to give notice of the time and place for public hearing on the question of the levy of the proposed assessment (Resolution No. 2024-105); and

WHEREAS, at this time, the City Council has heard all testimony and evidence and is desirous of proceeding with the levying of assessments.

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

Section 1. The above recitals are all true and correct.

Section 2. The City Council hereby orders the services and maintenance work to be done as set forth in the report as approved, and orders the levy and collection of the assessments as shown and set forth and described in said report.

Section 3. The diagram and assessment, as set forth and contained in said report, are hereby confirmed and adopted.

Section 4. The adoption of this Resolution constitutes the levy of the maintenance assessments for the fiscal year commencing July 1, 2024 and ending June 30, 2025.

Section 5. The City Treasurer shall place in that special fund known as the:

"LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2"

All monies collected by the Tax Collector pursuant to the provisions of this Resolution and law and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

Section 6. The City staff is hereby ordered and directed to file a certified copy of the diagram and assessment roll with the County Auditor together with a certified copy of this Resolution upon its adoption.

Section 7. A certified copy of this assessment shall be on file in the office of the City Clerk as Resolution No. 2024-104, and open for public inspection.

PASSED AND ADOPTED this 11th day of June, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
REQUESTING THE COLLECTION OF TAXES,
ASSESSMENTS AND LIENS ON THE 2024/25 TAX ROLL
(LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2)

WHEREAS, pursuant to Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), the City Council of the City of Rocklin established the Landscape and Lighting Maintenance District No. 2, for which annual assessments are collected on behalf of the City by the County of Placer on the annual property tax roll; and

WHEREAS, the County of Placer requires, as a condition of the collection of taxes, assessments, liens and other charges on behalf of the City that the City warrants the legality of said charges and defend and indemnify the County from any challenge to the legality thereof.

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

Section 1. The Auditor-Controller of Placer County is requested to attach for collection on the County 2024/25 tax rolls the City of Rocklin Lighting Maintenance District No. 2 assessments ("Assessments") as set forth in Rocklin City Council Resolution No. 2024-104.

Section 2. The City warrants and represents that the Assessments comply with all requirements of state law, including, but not limited to, Articles XIII C and XIII D of the California Constitution (Proposition 218).

Section 3. The City releases and discharges the County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of the Assessments on behalf of the City.

Section 4. The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments in any manner arising out of the collection by County of any of the Assessments requested to be collected by County for City, or in any manner arising out of the City establishment and imposition of said Assessments. The City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of the Assessments, the County may offset the amount of the judgment from any other monies collected by the County on behalf of the City, including property taxes.

Section 5. The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's assessments, and that City will not refer such persons to County officers and employees for response.

Section 6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the assessments, as provided by Government Code sections 29304 and 51800.

PASSED AND ADOPTED this 11th day of June, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk



City of Rocklin

Engineer's Report

Landscape and Lighting Maintenance District No. 2

FISCAL YEAR 2024/2025

Intent Meeting: May 14, 2024
Public Hearing: June 11, 2024

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I. OVERVIEW

A. BACKGROUND

The City of Rocklin Landscaping and Lighting Maintenance District No. 2 ("the District") was formed for the purpose of maintaining streetlights, safety lighting, and all related costs of maintenance of roadway landscaping located within the District. The 2024/2025 Engineer's Report for the District is submitted for review pursuant to Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), and in accordance with the provisions of Chapter 1, Article 4, commencing with Section 22565, of the Act.

The 2024/2025 Engineer's Report consists of the following:

1. Plans and specifications of the improvements to be maintained.
2. An estimate of the costs for maintaining the improvements for the 2024/2025 Fiscal Year.
3. An assessment of the estimated costs for the maintenance work for the 2024/2025 Fiscal Year.
4. A diagram of the area proposed to be assessed.
5. An assessment roll for the 2024/2025 Fiscal Year.

II. PLANS AND SPECIFICATIONS

The District was formed to maintain all "Improvements" within the District, which consist of street lighting, safety lighting, and all related costs for the maintenance of roadway landscaping in the District. The total number of streetlights to be maintained in 2024/2025 will be 2,924.

Safety lighting to be maintained consists of traffic signals and flashing yellow safety lights. There are fifty-two (52) traffic signals, three (3) flashing beacons, four (4) speed radar signs and twenty (20) blinker signs to be maintained in the District during 2024/2025.

Landscaping maintenance costs consist of labor, materials, water, electric (for landscape water meters), contract and professional services, and equipment associated with the maintenance of landscaping. The cost of operating irrigation timers for roadway landscaping is also included in this category of expense. There are one hundred fifty-four (154) irrigation controllers. Maintenance costs will be allocated to the "benefit zones" of the District based on the level of maintenance required by each zone.

III. ESTIMATE OF COST

The City's budget for the District shown below details the estimated costs for Fiscal Year 2024/2025, as available at the time of preparation of this report.

Estimated Landscape Maintenance Costs	\$1,452,900
Estimated Signals and Lights Costs	1,282,700
Estimated Administrative Overhead	418,600
County Collection Fee	27,600
Total Costs	\$3,181,800
 Reserve Contribution	 (\$423,974)
 Total Assessments*	 \$2,757,826

* Levy will be slightly less than budget due to rounding of parcels to the nearest even penny in order to be placed on the Secured Roll.

Details of total costs:

Labor/Benefits	\$777,800
Materials/supplies	115,500
Utilities	416,200
Services	738,700
Communications	649,700
Travel, Training	7,500
Fleet Services	115,600
Repair and Maintenance	287,000
Rentals	7,000
Collection Fees	27,600
Equipment	5,000
Miscellaneous	500
Administrative Overhead	33,700
(1) Total	\$3,181,800

Proposed maintenance includes:
Replacement/repair of existing landscape, walls, and fences.

(1) Costs exceed expenses due to an increase in operating expenses. This expense will be paid from District reserves.

IV. METHOD OF APPORTIONMENT

A. ASSESSMENT OF THE ESTIMATED COSTS

Assessments are listed by Zone of Benefit in the attached Table A. All assessments were created by the calculations described below in June of 1996, except in Zones of Benefit 42 through Zone of Benefit 86. Zones of Benefit 42-54 and 56-86 were established by resolution following a landowner election. Zone of Benefit 55 was established at the time of annexation into the City in accordance with Local Agency Formation Commission findings. All zones have been assigned a base year assessment, and zones 42 through 86 are adjusted annually by 4 percent to reflect inflationary increases.

Unit Assignment Tables

For all "planned" parcels located in zones 24, 32, 33, 34, 35, and 36 (Stanford Ranch), and for developed commercial and multi-family parcels located in zones 23, 30, 52, 54, and 56 an Equivalent Dwelling Unit (EDU) total has been assigned to each parcel. An EDU is defined for taxing purposes as a single-family detached house on a single lot. The standard EDU is based on an average density of 5.3 single-family units per acre for an approved final large lot subdivision map. All other uses are compared to the single-family dwelling unit in establishing the number of taxable units assigned to a parcel of land.

Zoning Classification	EDUs per unit or acre	
Developed Residential		
Single Family Residential	1.0	per unit
Condominium	1.0	per unit
Duplex, Triplex	0.8	per unit
Multi-Family	10.0	per acre
Developed Non-Residential		
Business/Professional	10.0	per acre
Commercial	10.0	per acre
Industrial	6.0	per acre
Undeveloped Parcels	5.3	per acre

For parcels located in zone 58 and zone 67, the following EDU factors have been designated and only those parcels within these two zones that are in their final map phase prior to June 30th of the current year are subject to the upcoming fiscal year's assessment.

Zoning Classification	EDUs per unit or acre	
Developed Residential		
Single Family Residential	1.0	per unit
Multi-Family Residential	0.63	per unit
Developed Non-Residential		
Business/Professional	5.3	per acre
Commercial	5.3	per acre

For parcels located in zones 59 through 86 the following EDU factors have been designated for each land use:

Zoning Classification	EDUs per unit or acre	
Developed Residential		
Single Family Residential	1.0	per unit
Multi-Family Residential	0.63	per unit
Developed Non-Residential		
Business/Professional	5.3	per acre
Commercial	5.3	per acre
Undeveloped Non-Residential		
Commercial	5.3	per acre

Zone 55

For all parcels located in the Atherton Tech Center/Herman Miller Property (zone 55), an Equivalent Taxing Unit (ETU) total has been assigned to each parcel. An ETU is defined for taxing purposes as a Final Use Parcel. A Final Use Parcel is a parcel that has been subdivided to its final lot size. Parcels not determined to be Final Use Parcels are assigned an ETU factor based upon estimated future development. The Herman Miller property (now owned by William Jessup University) was determined to have an ETU assignment of 28 ETUs.

Zones of Benefit 23 through 41

Assessments in Zones of Benefit 23 through 41 were calculated as detailed below.

The annual assessment for landscaping and lighting is calculated using the following formula:

$$\text{Annual Assessment} = I + J + K + L + M$$

Where,

I = Street Lighting Maintenance Assessment

J = Administrative Overhead

K = Traffic Safety Lighting Assessment

L = Landscape Maintenance Assessment

M = Cost of Notification

The formula for the Street Lighting Maintenance Assessment is as follows:

$$(G-(D-E))/C$$

Where,

G = 1996-1997 Estimated Street Light Maintenance Costs

D = 1995-1996 Estimated Street Light Maintenance Costs

E = 1995-1996 Actual Street Light Maintenance Costs

C = Number of assessable Equivalent Dwelling Units assigned in the benefit zone

The Administrative Overhead of \$3.33 per Equivalent Dwelling Unit represents 15% of the total 1996-1997 lighting maintenance costs for District 1, divided evenly by the number of assessable 1996-1997 EDUs in District 1. See the 1996-1997 Engineer's Report for District 1 EDU figures.

The Traffic Safety Lighting Assessment is calculated using the following formula:

$$\text{Traffic Safety Lighting Assessment} = \text{Total Cost of Maintenance for Traffic Safety} / \text{Total EDU's}$$

The Landscape Maintenance Assessment is calculated using the following formula:

$$\text{Landscape Assessment} = \text{Cost of Landscape Maintenance per Zone} / \text{total EDUs per zone}$$

B. ASSESSMENT RATES

Zones of Benefit 23 through 41

Assessments in Zones of Benefit 23 through 41 for the purposes of this report were established in June of 1996 and have not changed. In compliance with Proposition 218, the City will levy the 2024/2025 assessments using the same methodology used in the previous year. There has been no change in the assessment methodology since the 1996-1997 assessment proceedings.

Zones of Benefit 42 through 54 and 56 through 86

Assessments in Zones of Benefit 42 through 54 and 56 through 86 were assigned a base year assessment in the year of the zone's formation with a 4% inflation rate to be added to the base levy in each year after the base year. The base year and base assessment are shown below:

Zone	Zone Description	Resolution Number	Base Year	Base Rate/EDU
42	Stanford Ranch Lot 34	98-269	1999-2000	\$117.00
43	Andrea Court	98-168	1998-1999	\$158.00
44	Parcel 38 Stanford Ranch	98-222	1998-1999	\$101.00
45	Reedy Subdivision	98-332	1999-2000	Single Family = \$88.00 High Density = \$21.00
46	Sunset West/R.C.Collet	99-105	1999-2000	\$28.54
47	Sunset West/Cresleigh	99-106	1999-2000	\$29.53
48	Sunset West-Diversified Investors/Syncom Homes/Cresleigh/Kaufman and Broad	99-373	2000-2001	\$33.88
49	Sunset West Lot 49A, B & C	00-176	2000-2001	\$61.37
50	Quarry Ridge Units 1-4	00-346	2001-2002	\$73.87
51	Yankee Hill Estates Units 1-6	01-299	2002-2003	\$90.21
52	Rock Eight Units 1-3	02-140	2002-2003	\$69.05
53	Quarry Ridge Units 6 & 7	02-236	2003-2004	\$57.27
54	Sunset West Lots 1 & 2A	03-047	2003-2004	\$28.83
56	Sierra Valley Oaks	03-237	2004-2005	\$50.53
57	Parcel K- Stonegate	04-037	2004-2005	\$52.49
58	Whitney Oaks	05-070	2005-2006	\$123.96
59	Blue Oaks	05-170	2006-2007	\$67.08
60	Orchard Creek	06-036	2006-2007	\$34.53
61	Croftwood	06-055	2006-2007	\$310.44
62	Granite Lakes Estates	07-060	2007-2008	\$159.84
63	Rocklin Executive Office Park	07-252	2008-2009	\$243.05
64	Sierra College Center	07-307	2008-2009	\$184.55
65	Meyer Court	08-219	2008-2009	\$65.18

Zone	Zone Description	Resolution Number	Base Year	Base Rate/EDU
66	Pacific Tech Center	08-121	2008-2009	\$92.23
67	Whitney Ranch Phase II SD-2006-06A	11-155	2011-2012	\$66.02
68	Sierra College Interchange Rocklin Commons DL 2006-7	13-30	2013-2014	\$77.68
69	Sierra College Interchange Rocklin Crossings DL 2006-7	13-31	2013-2014	\$58.60
70	Sunset West Parcel 48 SD-2006-02	2013-119	2013-2014	\$47.57
71	Sunset West Parcel 39 SD-2006-04	2013-184	2013-2014	\$75.47
72	Rocklin Del Rio Self Storage DL-2009-01	2014-7	2013-2014	\$9.13
73	Rocklin 60 SD-2005-07	2014-242	2014-2015	\$379.95
74	Arco Station DR-2013-11	2014-88	2014-2015	\$256.98
75	Avalon SD-2013-01	2014-246	2014-2015	\$357.15
76	Parklands South SD-2013-03	2014-266	2014-2015	\$371.46
77	Center at Secret Ravine DL-2009-03	2015-79	2015-2016	\$96.56
78	Brighton Subdivision SD-2014-0002	2015-220	2015-2016	\$279.57
79	Garnet Creek SD-2013-10	2015-216	2015-2016	\$79.87
80	Spring Valley Phase 1 Village 1 SD-2013-07	2015-223	2015-2016	\$207.49
81	Audi Rocklin SD-2013-06	2015-307	2015-2016	\$79.82
83	Parklands North 2016-04	2016-04	2015-2016	\$455.86
85	Granite Drive Estates 216-99	2016-41	2016-2017	\$10.23
86	Spring Valley Village Phase I 2016-64	2016-64	2016-2017	\$206.24

The base year assessment for landscaping and lighting maintenance is calculated using the following formula:

$$\text{Annual Assessment} = I + J + K + L$$

Where,

I = Street Lighting Maintenance Assessment

J = Administrative Overhead

K = Traffic Safety Lighting Assessment

L = Landscape Maintenance Assessment

The formula for the Street Lighting Maintenance Assessment is as follows: **G/C**

Where,

G = Estimated Street Light Maintenance Costs for the year in which the zone was formed

C = Number of assessable Equivalent Dwelling Units assigned in the benefit zone for the year in which the zone was formed or, in the case of zone 58, the number of anticipated Equivalent Dwelling Units once the zone is fully developed.

The Traffic Safety Assessment and Landscape Maintenance Assessment are calculated using the same formulas applied in Zones of Benefit 23 through 41. The assessments are calculated using the same data used in the year in which the zone was created.

Zone of Benefit 55

Assessments in Zone of Benefit 55 were assigned a base year assessment in the fiscal year following the zone's annexation with a 4% inflation rate to be added to the base levy in each year after the base year. A study conducted by City staff determined that the costs of maintenance in Zone of Benefit 55 would be approximately the equivalent to assessments collected under the 2002-2003 Placer County CSA#28 - Zone 47 assessment methodology. The base assessment was determined to be equivalent to the area's prior year assessment as determined by the methodology applied by the Placer County CSA #28 - Zone 47.

The base year assessment for landscaping and lighting maintenance is calculated using the following formula:

$$\text{Annual Assessment} = (I \times A) + L$$

Where,

I = Street Lighting Maintenance Assessment

A = Gross Assessable Acreage

L = Landscape Maintenance Assessment

The formula for the Street Lighting Maintenance Assessment is as follows: **G/B**

Where,

G = Estimated Street Light Maintenance Costs

B = Gross assessable acres in the benefit zone

The Landscape Maintenance Assessment is calculated using the following formula:

$$\text{Landscape Assessment} = \text{Cost of Landscape Maintenance per zone} / \text{ETUs per zone}$$

Zone of Benefit 55 allows for the assessments on a common area to be reapportioned to the parcels receiving benefit from that common on the basis of land area.

TABLE A
ESTIMATED UNITS AND EDU'S – 2024/2025
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 2

Zone	Total Parcels FY 2024/2025	Total EDUs FY 2024/2025	Maximum Assessment Rate	Applied Rate	Total FY 2024/2025 Levy
23	198	268.02	\$48.30	\$48.30	\$12,945.36
24	1,052	1,276.55	\$90.46	\$90.45	115,467.30
25	132	132.00	\$50.78	\$50.78	6,702.96
26	37	37.00	\$8.79	\$8.78	324.86
27	73	73.00	\$24.12	\$24.12	1,760.76
28	123	123.00	\$72.61	\$72.60	8,929.80
29	80	80.00	\$34.79	\$34.78	2,782.40
30	885	1,633.32	\$49.57	\$49.56	80,955.30
31	291	291.00	\$60.09	\$60.08	17,483.28
32	746	2,024.78	\$84.76	\$84.76	171,620.18
33	1,148	1,354.34	\$89.50	\$89.50	121,213.36
34	1,185	3,132.17	\$71.83	\$71.83	224,973.26
35	1,854	1,854.00	\$5.00	\$5.00	9,270.00
36	512	657.38	\$87.73	\$87.72	57,666.84
39	93	0.00	\$0.00	\$0.00	0.00
41	76	76.00	\$36.10	\$36.10	2,743.60
42	101	101.00	\$311.81	\$311.80	31,491.80
43	8	8.00	\$438.05	\$438.04	3,504.32
44	65	65.00	\$280.01	\$280.00	18,200.00
45	140	140.00	\$234.59	\$234.58	32,841.20
46	517	535.79	\$76.04	\$76.04	40,741.52
47	176	176.00	\$78.78	\$78.78	13,865.28
48	1,030	1,030.00	\$86.81	\$86.80	89,404.00
49	258	258.00	\$157.29	\$157.28	40,578.24
50	62	62.00	\$182.09	\$182.08	11,288.96
51	198	198.00	\$213.80	\$213.80	42,332.40
52	95	96.10	\$163.64	\$163.64	15,725.80
53	30	30.00	\$130.51	\$130.50	3,915.00
54	3	57.24	\$65.70	\$65.70	3,760.88
55	37	174.61	\$1,524.15	\$1,524.15	266,137.78
56	70	70.00	\$110.69	\$110.68	7,747.60
57	109	109.00	\$114.98	\$114.98	12,532.82

Zone	Total Parcels FY 2024/2025	Total EDUs FY 2024/2025	Maximum Assessment Rate	Applied Rate	Total FY 2024/2025 Levy
58	1,836	1,853.08	\$262.68	\$262.68	486,762.92
59	166	451.23	\$135.88	\$135.88	61,313.56
60	12	440.24	\$69.96	\$69.96	30,796.90
61	139	139.00	\$628.89	\$628.88	87,414.32
62	50	110.00	\$311.35	\$311.34	34,247.74
63	7	3.13	\$455.23	\$455.22	1,425.90
64	1	54.01	\$345.66	\$345.66	18,669.02
65	9	9.00	\$117.39	\$117.38	1,056.42
66	7	41.02	\$172.75	\$172.74	7,086.28
67	1,547	1,547.00	\$109.93	\$109.92	170,046.24
68	19	199.75	\$119.58	\$119.58	23,887.18
69	21	261.65	\$90.21	\$90.21	23,603.40
70	61	61.00	\$73.23	\$73.22	4,466.42
71	48	48.00	\$116.18	\$116.18	5,576.64
72	1	50.88	\$14.06	\$14.06	715.12
73	169	169.00	\$562.42	\$562.42	95,048.98
74	1	6.73	\$380.44	\$380.44	2,560.34
75	76	76.00	\$528.67	\$528.66	40,178.16
76	66	66.00	\$549.85	\$549.84	36,289.44
77	4	18.82	\$137.44	\$137.43	2,586.52
78	74	74.00	\$397.92	\$397.92	29,446.08
79	79	79.00	\$113.68	\$113.68	8,980.72
80	130	130.00	\$295.32	\$295.32	38,391.60
81	1	24.59	\$113.61	\$113.61	2,793.64
83	76	76.00	\$648.83	\$648.82	49,310.32
85	71	81.82	\$14.00	\$14.00	1,145.46
86	89	89.00	\$282.25	\$282.24	25,119.36
Total	16,051	22,283.24			\$2,757,825.54

Note: Levy for individual parcels are rounded to the nearest even pennies as required by Placer County.

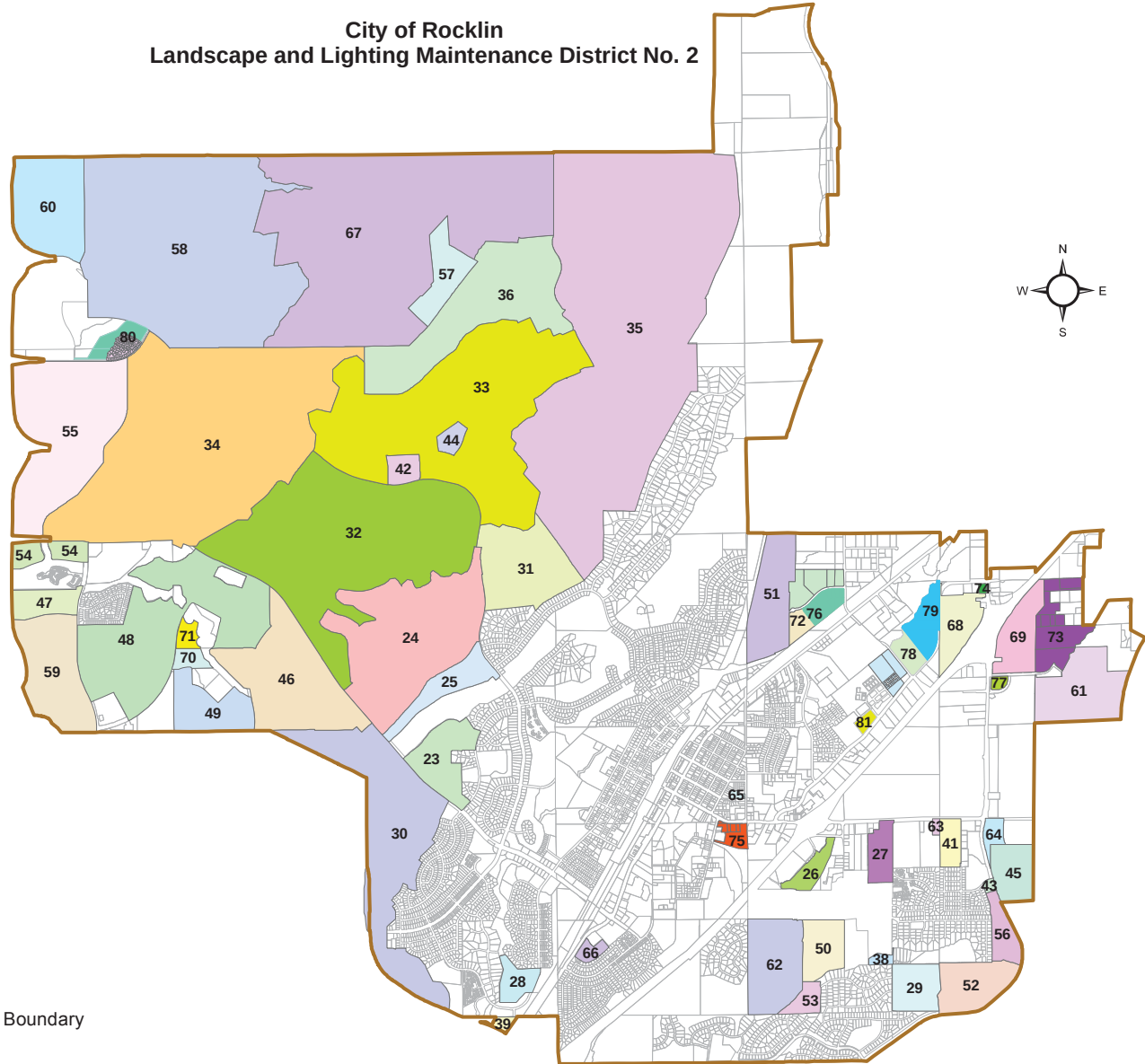
V. ASSESSMENT DIAGRAM

The map showing benefit zone boundaries is attached to the Report.

Zones

23	51
24	52
25	53
26	54
27	55
28	56
29	57
30	58
31	59
32	60
33	61
34	62
35	63
36	64
38	65
39	66
41	67
42	68
43	69
44	70
45	71
46	72
47	73
48	74
49	75
50	76
77	
78	
79	
80	
81	
83	
85	
86	
City of Rocklin Boundary	

City of Rocklin Landscape and Lighting Maintenance District No. 2



VI. ASSESSMENT ROLL

The Assessment Roll is a listing of the proposed assessment for Fiscal Year 2024/2025 apportioned to each lot or parcel, as shown on the last equalized roll of the Assessor of the County of Placer. The Preliminary Assessment Roll is provided as part of this report and is incorporated herein.

The description of each lot or parcel is part of the records of the Assessor of the County of Placer and these records are, by reference, made part of this Report.



City Council Staff Report

Subject: Fiscal Year 2023/24 Third Quarter: Financial Report and Strategic Plan Update

Date: June 11, 2024

Submitted By: Zonousia Lee, Senior Management Analyst
Sherri Conway, Assistant City Manager

Department: Administrative Services - Finance

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Accepting the Quarterly Financial Report for the Quarter Ended March 31, 2024.

Background:

Fiscal Year (FY) 2023/24 3rd Quarter Financial Report

The quarterly financial report provides an overview of the City of Rocklin's current financial position. The City departments and the Finance division evaluate budget-to-actual performance for fiscal soundness or potential issues requiring immediate actions, recommend any necessary mitigating plan, and to make operational changes as required. The Quarterly Financial Report for the quarter ended March 31, 2024 is reflected as Exhibit A to the Resolution (Attachment 2).

2023-2025 Strategic Plan Update

During the May 9, 2023 City Council Meeting, the City Council affirmed the outcomes of the 2023-2025 Strategic Planning and Two-Year Work Plan Items. The 2023-2025 Strategic Plan and associated Two-Year Work Plan Items were developed by City Council and City staff following the March 22, 2023 Strategic Planning workshop. The strategic outcomes or 5 "Pillars", along with the directional statements, served as a guiding tool for staff to develop the two-year programs and project goals as outlined in the Work Plan Matrix. The items identified in the Work Plan Matrix are the focus of staff and other resource priorities for the next two years (July 1 2023 - June 30 2025).

The Strategic Plan Program Update (Attachment 3) serves to track the staff-recommended and City Council approved Two-Year Work Plan Items and prioritize the strategic outcomes that are designed to create progress and meet community needs in each pillar. The matrix tracks the progress of the two-year work plan items during the first quarter of Fiscal Year 2024/25 (January - March 2024).

Staff will continue to provide progress updates to City Council as part of the quarterly budget update.

ATTACHMENTS:

1. [Resolution](#)
2. [Resolution Exhibit A - FY24 Third Quarter Financial Report](#)
3. [Strategic Plan Progress Update January - March 2024](#)

RESOLUTION NO. 2024-

ACCEPTING THE QUARTERLY FINANCIAL REPORT FOR THE
QUARTER ENDED MARCH 31, 2024

WHEREAS, the quarterly financial report provides an overview of the City of Rocklin's current financial position, and in connection therewith, City departments with the Finance division evaluate budget-to-actual performance for fiscal soundness or potential issues requiring immediate actions, recommend any necessary mitigating plan, if needed, and to make operational changes as required. The Quarterly Financial Report for the quarter ended March 31, 2024 is attached hereto as Exhibit A.

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

Section 1. The City Council of the City of Rocklin accepts the Quarterly Financial Report for the quarter ended March 31, 2024 as reflected in Exhibit "A," attached hereto and incorporated herewith by reference.

PASSED AND ADOPTED this 11th day of June, 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk



Fiscal Year 2023/24 Quarterly Financial Report For the Quarter Ended March 31, 2024

The quarterly financial report provides an overview of the City of Rocklin's (City) current financial position. The City departments and the Administrative Services - Finance Division evaluate budget-to-actual performance for fiscal soundness or potential issues requiring immediate action, any necessary mitigating plans, or operational changes required.

On June 27, 2023, the City Council adopted Resolution No. 2023-109 approving the FY 2023/24 Budget, totaling \$119 million for operations and capital improvements for all funds, and \$67.4 million in the General Fund. Year-to-date expenditure budget through March 31, 2024 is \$74.6 million, as amended. This reflects the City Council approved budget amendments and carryforward funds from fiscal year (FY) 2022/23 to support projects, grants, and equipment purchases continued from the prior year.

Economic Development Update

Labor Market Data

The City of Rocklin's unemployment rate was at 4.2% in March of 2024, with a labor force of 35,900 and employment at 34,400. The unemployment rate in the Sacramento--Roseville--Arden-Arcade MSA was 4.9% in March 2024, above the prior year estimate of 4.3%. This compares with an unadjusted unemployment rate of 5.3% for California and 3.9% for the nation during the same period. The unemployment rate was 4.7% in El Dorado County, 4.3% in Placer County, 4.9% in Sacramento County, and 5.8% in Yolo County.

Between March 2023 and March 2024, total jobs in the region increased by 34,000 or 3.2%.

- The education and health services sector saw significant growth, adding 17,900 jobs and leading year-over-year job expansion for the region. Specifically, healthcare and social assistance contributed 16,900 jobs, while private educational services accounted for an additional 1,000 jobs.
- Government payrolls expanded by 8,900 jobs since last March, with gains distributed across local government (up 4,000 jobs), state government (up 4,500 jobs), and federal government (up 400 jobs).
- In the same period, construction payroll increased by 4,900 jobs. Within the industry sector, the construction of buildings increased moderately by 100 jobs, while specialty trade contractors gained 4,400 jobs.
- In contrast, four industries reported declines. Financial activities are down 100 jobs, the trade, transportation, and utilities industry is down 700 jobs, manufacturing is down 100 jobs, and information saw a drop of 900 jobs.

Between February 2024 and March 2024, combined employment in the counties of El Dorado, Placer, Sacramento, and Yolo increased by 5,300 to total 1,100,700 jobs.

- The private education and health services sector increased by 1,800 jobs. Healthcare and social assistance gained 1,700 jobs. Private educational services gained 100 jobs.
- The construction and farming sector had a normal seasonal gain of 500 jobs each.
- Government employment gained 2800 jobs. The increase included 100 jobs for the federal government, 1,800 jobs for local government and 900 jobs for state government.
- In contrast, trade, transportation, and utilities is down 400 jobs, transportation, warehousing, and utility is down 300 jobs, and retail trade is down 100 jobs.

Residential Real Estate

From March 2023 to March 2024, the median home price in Rocklin decreased by 4.6% for detached single-family residential properties, reaching a median home price of \$685,000. The average days on the market show how many days, on average, a property is on the market before it sells. In March 2024, the average days on the market were 34, reflecting a 22.7% decrease from 44 days in March of 2023.

General Fund Revenues

The following chart reflects the current fiscal year's budget-to-actual revenue received through March 31, 2024, and the comparative budget-to-actual revenues from the prior year for the same period.

General Fund Revenue Summary For the Quarter Ended March 31, 2024

Revenue Category	Budget FY 2022/23	Revenues through 03/31/2023	% Received FY 2022/23	Budget FY 2023/24	Revenues through 03/31/2024	% Received FY 2023/24
Property Tax	22,191,300	12,744,556	57.4%	24,006,800	13,486,500	56.2%
Sales and Use Tax	20,209,000	11,988,812	59.3%	20,737,300	12,489,111	60.2%
Building Permits	3,161,300	2,152,654	68.1%	3,515,300	2,253,346	64.1%
Franchise	2,416,800	891,584	36.9%	2,465,100	940,043	38.1%
Other Revenues	12,829,800	7,123,373	55.5%	14,977,200	10,391,156	69.4%
Total	\$60,808,200	\$ 34,900,979	57.4%	\$65,701,700	\$39,560,156	60.2%

General Fund operating revenues are within budgetary expectations as of March 31, 2024. Year-to-date through March 31, the City's General Fund revenue is \$39.6 million, which is 60.2% of General Fund total resources expected to be received for FY 2023/24.

Property Tax. Property taxes are the largest General Fund revenue source, accounting for approximately 37% of all General Fund revenues. Year-to-date through March 31, property tax revenues are \$13.5 million, up 5.8% from the prior year. This reflects the first property tax revenue disbursement received in January 2024, with the second significant property tax disbursement to be received in May 2024.

Sales and Use Tax. Sales and use taxes make up approximately 32% of General Fund revenues. Sales tax is imposed on the total retail price of any tangible personal property and the use or storage of such property. Year-to-date through March 31, sales tax revenues are \$12.5 million (60.2% of budget) compared to \$12 million (59.3% of budget) one year ago. On February 27, 2024, by City Council resolution, the sales tax budget was reduced by \$420,000 to reflect the current consumer trend of making price-conscious decisions to purchase more essential household items, which are generally non-taxable, over more expensive purchases. The City's tax consultant projects this trend to continue, with the full year's sales tax revenue expected to meet the revised expectations. Given the volatility of sales tax, staff constantly monitors sales tax revenues for signs of performance above or below the budget. At this time, sales and use tax appear to be on track to meet budget.

Building Permits. Year-to-date building permit revenue through March 31, 2024 is \$2.3 million (64.1% of budget) compared to \$2.2 million (68.1% of budget) one year ago. Although building permit revenue is up approximately 4.7% from the prior year, at this time, staff projects revenue to be under budget due to timing of anticipated multi-family projects. Staff will continue to monitor for signs of above or below budget performance.

Franchise Tax. Franchise tax includes fees from gas, electric, garbage, and telecommunication services. Year-to-date franchise tax revenue is \$0.94 million (38.1% of budget) compared to \$0.9 million (36.9% of budget) one year ago. At this time, franchise tax appears to be on track to meet budget.

Other Revenues. Other General Fund Revenues through March 31, 2024, amount to \$10.4 million (69.4% of budget) compared to \$7.1 million (55.5% of budget) one year ago. A significant portion of this increase is attributed to interest earnings resulting from the City's robust and diversified investment strategy implemented in December 2022 and favorable market conditions. Throughout the reporting period, other revenues are on track to meet the budget.

Department Revenues and Expenditures

The following charts reflect comparative budget to actual information for the General Fund departments.

**General Fund Department Revenue Summary
For the Quarter Ended March 31, 2024**

Department	Revenues			Revenues		
	Budget FY 2022/23	through 03/31/2023	% Received FY2022/23	Budget FY 2023/24	through 03/31/2024	% Received FY 2023/24
City Manager	-	-	0.0%	125,000	36,397	29.1%
Community Development	4,255,800	2,717,426	63.9%	4,741,300	3,363,530	70.9%
Fire	562,600	638,524	113.5%	2,819,500	573,563	20.3%
Parks & Recreation	2,044,800	1,129,126	55.2%	2,479,000	1,380,819	55.7%
Police	1,413,100	612,938	43.4%	1,564,800	611,625	39.1%
Public Services	278,800	134,048	48.1%	245,200	209,097	85.3%
Total	\$8,555,100	\$5,232,061	61.2%	\$11,974,800	\$6,175,030	51.6%

Year-to-date General Fund department revenues through March 31, 2024 is \$6.2 million (51.6% of budget) compared to \$5.2 million (61.2% of budget) one year ago. The FY 2023/24 Fire revenue budget has been adjusted to directly reflect resources from the Community Facilities District No. 1. At this time, department revenues appear to be in line with the budget.

General Fund Department Expenditure Summary
For the Quarter Ended March 31, 2024

Department	Budget FY 2022/23	Expended through 03/31/2023	% Expended FY 2022/23	Budget FY 2023/24	Expended through 03/31/2024	% Expended FY 2023/24
City Council	97,800	48,770	49.9%	99,400	71,817	72.3%
City Manager	1,154,900	806,349	69.8%	2,810,058	990,923	35.3%
City Attorney	2,118,400	1,263,008	59.6%	1,429,617	762,006	53.3%
City Clerk	398,000	217,424	54.6%	329,000	182,720	55.5%
Administrative Services	7,401,800	3,978,837	53.8%	6,150,891	3,733,261	60.7%
Community Development	5,553,300	3,346,394	60.3%	6,446,715	3,336,786	51.8%
Fire	12,465,000	8,726,833	70.0%	16,047,149	10,636,348	66.3%
Parks & Recreation	6,769,800	3,837,019	56.7%	9,163,908	3,790,706	41.4%
Police	21,680,100	15,125,483	69.8%	24,864,197	16,139,190	64.9%
Public Services	5,501,800	2,933,243	53.3%	6,137,658	3,860,919	62.9%
Non Departmental	4,971,400	2,918,814	58.7%	4,523,350	1,708,116	37.8%
Total	\$ 68,112,300	\$ 43,202,173	63.4%	\$ 78,001,943	\$ 45,212,793	58.0%

Departments have expended approximately 58% of their total budget in the General Fund for FY 2023/24. Expenditures are generally incurred as needs arise and not equally throughout the year. As of March 31, 2024, both revenues and expenditures are within budgetary expectations. The City Manager's budget for FY 2023/24 includes a \$1.2 million budget appropriation from the General Fund reserves for the architectural and engineering services contract for the construction of the fourth fire station.

2023-2025 Strategic Planning Framework



 <i>Rocklin is resilient and seeks ways to assist the community, businesses and citizens to be adaptable in the face of a changing world. The community is connected through a network of roadways, trails, and sidewalks that allow people and goods to move safely and efficiently throughout the City. Rocklin's infrastructure is designed, built, and maintained to withstand and quickly recover from disasters and disruptions.</i>		
	Pillar Objective	Progress Update January – March 2024
1.	Work towards constructing and staffing a 4 th Rocklin Fire Station south/east of Interstate 80	Staff met with the station design consultant to establish basic design needs for new Fire Station as they work towards conceptual plan drawings.
2.	Update the City's drainage infrastructure master plan and prioritize critical improvements	Consultant was retained and is working to identify creek crossing areas for maintenance and CIP work.
3.	Update the City's ADA Transition Plan	
4.	Establish a 3-year Pavement Management Program	
5.	Create and Implement a Strategic Plan for Information Technology services	RFP document creation completed.
6.	Strengthen Interagency Relationships (FEMA, Caltrans, CalOES, Army Corps, CDFW, etc.)	Regular coordination meetings are on-going. Staff worked with PCWA to help them lower their repair costs by including their pavement repairs into our larger resurfacing project. This provided PCWA access to a larger economy of scale project which will directly benefit homeowners and businesses who are connecting water service or upgrading water service.
7.	Identify innovative solutions to infrastructure maintenance and enhancements	
8.	Implement programs to reduce fire loss and increase community preparedness	Staff reviewed fire hydrant infrastructure and ways to maintain and improve visibility and access for fire hydrants.

 <i>Rocklin stimulates a vibrant and diverse community through technology and efficient planning that is flexible and responsive. Rocklin's business friendly environment promotes economic vitality, welcoming new and supporting existing businesses through excellent customer service.</i>		
	Pillar Objective	Progress Update January – March 2024
1.	Continue implementation of the adopted Economic Development Strategy and support efforts to recruit, retain and expand local businesses	Attended the GSEC trip to Germany to strengthen local workforce development relationships with larger corporations.
2.	Invest in technology that supports economic development efforts	Completed initial testing and launched electronic plan review. Launched Solar App.
3.	Nurture efforts to establish the Quarry District as a regional destination	Executed Purchase & Sale Agreement with G3 Concepts for Big Gun Property.
4.	Establish a small business outreach program with CDD to assist business owners with planning, permitting, and inspections of new and tenant improvement projects	
5.	Create and promote events and activities that will attract outside visitors and overnight stays	
6.	Support the newly created Arts Commission's efforts: - o To review, update, and implement elements of the 2016 Rocklin Public Art Master Plan - o To advise the city council on all matters affecting arts and culture of the city - o To encourage programs in the arts and to promote the cultural enrichment of the community; - o To establish an effective liaison between the city, county, and local cultural and artistic groups	Launched Arts Commission Community Survey on January 16. Data collected will be used to encourage and promote arts and cultural programs in the community.

			<i>Rocklin responsive to the unique and emerging needs of the community and offers a quality of life that supports health, happiness and prosperity to all. This results in a community where residents have access to diverse parks, unique amenities, inviting gathering spaces, quality events, and exceptional educational opportunities.</i>		
	Pillar Objective		Progress Update January – March 2024		
1.	Update the City's Zoning Code		Received proposals February 23 and conducted interviews week of March 18.		
2.	Use master planning processes to guide future development of parks that provide the community with amenities that currently are not offered within Rocklin's park system		City Council awarded a design contract for the SWRA improvements for pickleball and the restroom. Building Demolition Completed February 1. Pickleball, restrooms and maintenance facility are in plan process.		
3.	Increase recreation programing to ensure programs are offered to all ages and abilities within the community		Rec Technologies app for court rentals and tournaments has been a successful partnership and will be expanding to offer youth programming in the Fall. XOSO is an adult sports contractor and has been successfully running Adult Volleyball, Pickleball, Kickball, and Softball.		
4.	Identify critical gaps in City Trails within the public Right Of Way		Engineering issued a purchase order and the work is underway for creating Rocklin's Active Transportation Plan (ATP).		
5.	Complete the Oak & Pine affordable housing project and support efforts to increase the availability of affordable housing		Provided feedback on project special studies and coordinated steps for NEPA compliance.		
6.	Continue to work with regional partners to address homelessness in the City		PIT Count was conducted on January 24. Staff continue ongoing discussions at CoC about PIT Count data		

 SUSTAINABLE			<i>Rocklin seeks opportunities to diversify its funding sources to ensure a strong fiscal foundation. Intentional long-term financial planning ensures community success and supports the City's quality of life.</i>		
	Pillar Objective		Progress Update January – March 2024		
1.	Evaluate opportunities to create new sources of revenue to support critical City services		Adding new cellular site at Whitney Park and Dish colocation at Twin Oaks Park.		
2.	Implement a new Records Management enterprise system that is user friendly for both City staff and the public				
3.	Implement a Section 115 Trust to better address CalPERS obligations				
4.	Implement a two-year operating budget		Exploring vendors that provide an electronic budget software.		
5.	Update the City's Purchasing Code		Drafting updates to procurement code for presentation to City Council in 2024.		
6.	Update Infrastructure Reserve Studies				
7.	Implement comprehensive workforce development and succession planning programs		Developed a draft engagement plan and have regular meetings with the Workforce Health consultant to finalize and start implementing the engagement plan. Focus shifted back to completing the performance management process, which will help with the development of a succession planning program.		
8.	Establish plans for reaching 100% funded for the City's facility and fleet replacement reserves				

 SAFE <i>Rocklin residents feel comfortable walking and biking throughout the community, enjoying parks and public spaces, and know that the City is prioritizing the safety, health, and wellbeing of its community. Rocklin invests in public safety by providing resources and technology to consistently reduce crime and ensure the City remains safe. The City partners with nonprofits, social service agencies, and the community to address the Root causes of crime and social instability.</i>		
	Pillar Objective	Progress Update January – March 2024
1.	Maintain, improve, and expand City partnerships that aid in crime prevention and creating a safe community	Continue to build upon the relationships staff have with major retailers in an effort to further reduce the amount of retail theft that occurs in the City.
2.	Continue public education efforts regarding prevention of crimes of opportunity	Plans to hold an “Every 15 minutes” training at Whitney High School. Hosted a RockPAL Boxing clinic during spring break.
3.	Evaluate the creation of a Real Time Crime Center	RTCC Software vendor was identified and brought to Council for approval in January 2024. RPD currently transitioning out of the pilot and into full implementation.
4.	Improve Interoperability between law enforcement, fire, and EMS agencies	City Manager and Fire Chief working on funding to provide dual band radios for every emergency fire vehicle and firefighter position.
5.	Update antiquated Fire station alerting systems	Fire Station Alerting System went live on January 31, 2024; reducing workload of dispatchers and improving response times for firefighters.
6.	Improve Cardiac Arrest Survivability by deploying citizen CPR public education and increasing AED distribution	AEDs and training for all City employees to occur during the 1st and 2nd quarter of 2024. Each City facility will receive a minimum of one new AED.



City Council Staff Report

Subject: AB 481 - Military Equipment Report and Inventory: Annual Update

Date: June 11, 2024

Submitted By: Luke Sincerny, Captain
Rustin Banks, Chief

Department: Police

Recommendation:

- A. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Approving and Adopting A Military Equipment Use Policy For Fiscal Year 2024-25.
- B. Receive the 2023 AB 481 annual Military Equipment Report and inventory listing.

Background:

California Assembly Bill (AB) 481 requires an annual ordinance for a law enforcement agency to adopt a policy for use of military equipment prior to purchasing, raising funds, acquiring, using and/or collaborating with other law enforcement agencies in the deployment or use of military equipment within the governing body's jurisdiction. It is required per AB 481 to provide an annual report to the governing body for each type of military equipment approved within one year of approval and annually thereafter for as long as the military equipment is available for use.

In May 2023, the Rocklin City Council introduced an ordinance (No. 1164) adopting a military equipment policy authorizing use of all military equipment as outlined in the Rocklin Police Department inventory report. In order to adhere to the policy, as well as AB 481, an annual report must be submitted to the governing body with any updates relevant to the policy, and the governing body must vote on whether to re-adopt the ordinance at a regular meeting each year.

Per AB 481, the military equipment policy and inventory report will be available on the Police Department website for as long as the military equipment is available for use. The policy and annual report have been posted to the website for 30 days prior to the June 11, 2024 City Council meeting.

Fiscal Impact:

There is no fiscal impact associated with this action.

ATTACHMENTS:

1. Ordinance
2. Rocklin Police Department Policy 706 - Military Equipment
3. 2023 Annual Military Equipment Report
4. Report Appendix A - 2023 Military Equipment Inventory List

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING AND ADOPTING A MILITARY EQUIPMENT USE POLICY
FOR FISCAL YEAR 2024-25

WHEREAS, Assembly Bill 481, codified as Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of their governing body by ordinance adopting a "military equipment" use policy, at a regular meeting prior to taking certain actions relating to the funding, acquisition, or use of military equipment; and

WHEREAS, the Rocklin Police Department has submitted a Military Equipment Use Policy for Fiscal Year (FY) 2024-25 for the City Council's consideration and adoption.

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

Section 1. Purpose.

The purpose of this ordinance is to annually adopt the military equipment use policy as required by California Government Code section 7070 et seq., as amended from time to time, with the requisite findings and determinations set forth therein.

Section 2. Authority.

This ordinance is enacted under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code sections 37100, and 7070, et seq.

Section 3. Findings.

- A. Assembly Bill 481, codified as Government Code sections 7070 through 7075, requires law enforcement agencies to annually obtain approval of their governing body by ordinance adopting a "military equipment" use policy, which includes the Department's inventory of "military equipment," at a regular meeting prior to taking certain actions relating to the funding, acquisition, or use of military equipment, and Government Code section 7070 specifically

defines the term or phrase "military equipment."

- B. The Rocklin Police Department's Military Equipment Use Policy is found within the Rocklin Police Department Policy Manual, Policy 706.
- C. The Rocklin Police Department's Military Equipment Use Policy was published on the Rocklin Police Department's website and presented to the City Council at least thirty days prior to the regular City Council meeting wherein the Policy was considered for adoption.
- D. The Rocklin Police Department's Military Equipment Use Policy meets the requirements of California Government Code section 7070(d).

Section 4. Determinations.

Based upon the findings set forth above, in addition to information provided as part of the regular City Council meeting wherein the Rocklin Police Department's Military Use Policy for FY 2024-25 was considered for adoption, the City Council of the City of Rocklin determines as follows:

- 1. The military equipment identified in the Rocklin Police Department's Military Equipment Use Policy is necessary, because there are no reasonable alternatives that can achieve the same objections of officer and civilian safety.
- 2. The Rocklin Police Department's Military Equipment Use Policy will safeguard the public ' s welfare, safety, civil rights, and civil liberties.
- 3. The military equipment identified in the Rocklin Police Department's Military Equipment Use Policy is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
- 4. The Rocklin Police Department's Military Equipment Use Policy is approved and adopted for FY 2024-25.

Section 5. Effective Date. This ordinance shall take effect 30 days after the date of its adoption.

Section 6. Environmental. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA)

pursuant to CEQA Guidelines sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

Section 7. Severability. If any section, subsection, 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 this ordinance. City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 8. Publication. Within 15 days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, a summary of the ordinance, or an advertisement of the ordinance to be published in a newspaper of general circulation, with the names of those City Councilmembers voting for and against the ordinance, in accordance with Government Code section 36933.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on June 11, 2024, 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 _____, 2024, by the following vote:

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

Greg Janda, Mayor

Avinta Singh, City Clerk

First Reading: 06.11.2024

Second Reading:

Effective Date:

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, use, collaborating in the use, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Rocklin Police Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
 - Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms and standard-issue ammunition.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.

- Any other equipment as determined by a governing body or a state agency to require additional oversight.

706.2 POLICY

It is the policy of the Rocklin Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of the Rocklin Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department. See Attachment A.

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.

- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy. The Department should not use military equipment belonging to any other law enforcement agency unless the military equipment is approved for use in that jurisdiction.

Military equipment use and acquisition is often a collaboration with the City of Roseville and the Roseville Police Department due to our regional SWAT and EOD teams.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

706.9 COMPLAINT PROCEDURE

All complaints or concerns regarding this policy will be handled pursuant to the Department's normal complaint process.



2023 ANNUAL MILITARY EQUIPMENT REPORT

ASSEMBLY BILL 481

Contact: Luke Sincerny, Captain – Professional Standards Unit (916) 625-5444, luke.sincerny@rocklin.ca.us

BACKGROUND

AB 481

Assembly Bill 481 (“AB 481” or the “Bill”) was signed by Governor Newsom on September 30, 2021, and requires that law enforcement agencies obtain approval from the agency’s governing body prior to purchasing, raising funds for, or acquiring “military equipment”, using “military equipment”, and collaborating with other law enforcement agencies in the deployment or use of “military equipment” within the governing body’s territorial jurisdiction.

The term “military equipment”, as used in AB 481, in fact does not necessarily indicate equipment that has been used by the military, obtained from the military, or is even considered military grade. Pursuant to AB 481, items deemed to be “military equipment” include, but are not limited to, unmanned aerial or ground vehicles (i.e. drones or bomb disposal robots), armored vehicles, command post vehicles, battering rams, water cannons, pepper balls, “bean bag” launchers, “rubber bullets”, long range acoustic devices, and commonly used long rifles. The Bill’s stated intent is to increase transparency, accountability and oversight surrounding the acquisition and use of the designated “military equipment” by state and local law enforcement.

After initial approval by the governing body, AB 481 requires law enforcement agencies that receive approval for the use of “military equipment” to submit annual reports to the governing body regarding the use of the equipment, any complaints received, any internal audits or other information about violations of the military equipment use policy, the cost and quantity of each type of military equipment, and the quantity of military equipment if the agency intends to acquire additional military equipment in the next year. The governing body is required to review any ordinance it has adopted at least annually and vote on whether to renew the ordinance at a regular, public meeting.

Rocklin Police Department’s “Military Equipment” Policy

The Rocklin Police Department’s “Military Equipment” policy complies with AB 481 and is based on a model

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policy utilized by many other law enforcement agencies in California. The “Military Equipment” policy is reviewed annually and published on the Rocklin Police Department’s website.

ANNUAL REPORTING

The Rocklin Police Department is required to prepare an annual report for its governing body on the status of the military equipment program. The report must be made publicly available on the department’s website for as long as the military equipment is available for use, and the report must include, at a minimum, all information as required by Government Code § 7072. This annual military equipment covers the period of January 1, 2023 to December 31, 2023.

Use of Equipment

All “Military Equipment” maintained by the Rocklin Police Department is intended to be used to support law enforcement operations in order to safeguard the public’s welfare, safety, civil rights, and civil liberties. Any Military Equipment used during the reporting period was consistent with such intended use and pursuant to the Department’s Military Equipment Policy. Attached as Appendix A to this report is a summary of the equipment used and the purpose of the use during the reporting period.

Civilian Complaint Reporting

The Rocklin Police Department maintains a procedure for citizens to report a complaint or concern associated with the Department. The Rocklin Police Department has not received any complaints from the public during the reporting period regarding the intended or actual use of Military Equipment or the Department’s Military Equipment Policy.

Internal Audits

The Rocklin Police Department has assigned a designee to act as the Military Equipment Coordinator. The Military Equipment Coordinator, among other duties, conducts an annual inventory of all equipment listed under the “Military Equipment” policy. The Rocklin Police Department has all equipment listed under this policy documented and accounted for. There have been no reports or complaints of violations of the Military Equipment Policy during the reporting period, and no internal audits have indicated any violations or misuse.

Fiscal Impact

There is no fiscal impact associated with equipment identified under the “Military Equipment” policy, as the equipment has already been acquired and / or budgeted for. Any future equipment would be subject to approved budgets at the time of acquisition and approval. Attached as Appendix A to this report is the Rocklin Police Department’s current inventory of Military Equipment. Appendix A lists any initial and ongoing costs

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associated with the Military Equipment. All Military Equipment is funded by City of Rocklin's general fund allocated to the Rocklin Police Department unless otherwise indicated on the current inventory list (e.g., paid for by another local agency, grant funded, etc.).

Quantity Possessed

The Rocklin Police Department maintains an updated list of "Military Equipment" in its inventory. Attached as Appendix A to this report is the current list of qualifying equipment maintained by the Department.

Intent to Acquire Additional Military Equipment

During the next calendar year for reporting purposes (January 1, 2024 – December 31, 2024), the Rocklin Police Department does not intend to acquire new equipment that is not already listed on the current Military Equipment inventory (Appendix A). If warranted, the Department does intend on replacing old equipment that is nearing the end of its expected lifespan, but this will be replacement only and it will not expand existing quantities.

Respectfully submitted,

Captain Luke Sincerny

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TYPE	PepperBall SA-200 Launcher
DESCRIPTION	.68 caliber, air powered, less lethal PepperBall launcher. Rounds - PepperBall, Capsaicin II, .68 caliber, red in color.
QUANTITY	3 PepperBall Launchers / 400 Rounds of PepperBall rounds
CAPABILITIES	Operational range of 5 feet - 150 feet, allows for rapid follow up engagements.
EXPECTED LIFESPAN	PepperBall Launcher - 15 years / PepperBall Rounds - 10 years
MANUFACTURER'S DESCRIPTION	
PURPOSE AND AUTHORIZED USES	To limit the escalation of conflict when applicable and compel an individual to cease their actions when less lethal bean bag rounds present a reasonable option. Can be used to control potentially vicious animals. Potential use to gain tactical advantages. Can be used against specific, violent agitators in riot / crowd control situations. Effective de-escalation tactic due to increased distance from personnel to subject.
FISCAL IMPACT	Per PepperBall Launcher - \$500 / PepperBall Rounds - \$1000 for 500 rounds
LEGAL / PROCEDURAL RULES	Rocklin policy 301, 301.3, 304, 304.9, 304.10
REQUIRED TRAINING	Personnel utilizing PepperBall Launchers shall be trained by a POST certified instructor and subject to additional annual training.
COMPLIANCE MECHANISIMS	Use is subject to applicable policy and by authorized personnel.
2023 USAGE	No deployments outside of training

TYPE	DJI Matrice 300 RTK Drone with Zenmuse H20 Camera
DESCRIPTION	Quadcopter drone with thermal imaging Zenmuse H20 camera, smart controller and batteries.
QUANTITY	1
CAPABILITIES	Flight up to 400 feet in altitude with an unobstructed range of 4.9 miles, or within line of sight. Zenmuse camera is capable of 23 times hybrid optical zoom, and 200 times maximum zoom.
EXPECTED LIFESPAN	5 years
MANUFACTURER'S DESCRIPTION	The Matrice 300 RTK is DJI's latest commercial drone platform that takes inspiration from modern aviation systems. Offering up to 55 minutes of flight time, advanced AI capabilities, 6 direction sensing and more.
PURPOSE AND AUTHORIZED USES	Drones are utilized to enhance the department's mission of protecting lives and property when other means or resources are not available or are less effective. Uses include, but are not limited to; search / rescue, major collision investigations, natural disaster management, crime scene photography, SWAT or other tactical public safety and life preservation mission, and in response to specific requests from RFD.
FISCAL IMPACT	Initial cost - \$30,000 / Annual maintenance - \$500
LEGAL / PROCEDURAL RULES	Rocklin PD Policy 610 / FAA Part 107 Regulations
REQUIRED TRAINING	Initial 20 hr Ground School Training. Must pass the FAA Part 107 Test to obtain license to fly the drones and re-apply for license / test every two years. Pilots must attend ongoing monthly training.
COMPLIANCE MECHANISIMS	Operational use under the review of the drone coordinator.

TYPE	DJI Mavic 2 Enterprise Dual Drone
DESCRIPTION	Quadcopter drone with thermal imaging camera, spotlight, speaker, beacon, smart controller and batteries
QUANTITY	3
CAPABILITIES	Flight up to 400 feet in altitude with an unobstructed range of 3.5 miles, or within line of sight.
EXPECTED LIFESPAN	5 years
MANUFACTURER'S DESCRIPTION	The Mavic 2 Enterprise is the ultimate expression of a tool that delivers beyond expectation to meet current workplace challenges and future demands.
PURPOSE AND AUTHORIZED USES	Drones are utilized to enhance the department's mission of protecting lives and property when other means or resources are not available or are less effective. Uses include, but are not limited to; search / rescue, major collision investigations, natural disaster management, crime scene photography, SWAT or other tactical public safety and life preservation mission, and in response to specific requests from RFD.
FISCAL IMPACT	Initial cost per drone - \$6000 / Annual maintenance per drone - \$200
LEGAL / PROCEDURAL RULES	Rocklin PD Policy 610 / FAA Part 107 Regulations
REQUIRED TRAINING	Initial 20 hr Ground School Training. Must pass the FAA Part 107 Test to obtain license to fly the drones and re-apply for license / test every two years. Pilots must attend ongoing monthly training.
COMPLIANCE MECHANISIMS	Operational use under the review of the drone coordinator.

TYPE	DJI Mavic Mini 2 Drone
DESCRIPTION	Mini quadcopter drone with camera, controller and batteries
QUANTITY	3
CAPABILITIES	Flight up to 400 feet in altitude with an unobstructed range of 3.7 miles, or within line of sight.
EXPECTED LIFESPAN	5 years
MANUFACTURER'S DESCRIPTION	The DJI Mini 2 is a compact drone with ultra-clear 4k video.
PURPOSE AND AUTHORIZED USES	Drones are utilized to enhance the department's mission of protecting lives and property when other means or resources are not available or are less effective. Uses include, but are not limited to; search / rescue, major collision investigations, natural disaster management, crime scene photography, SWAT or other tactical public safety and life preservation mission, and in
FISCAL IMPACT	Initial cost per drone - \$500 / Annual maintenance per drone - \$200
LEGAL / PROCEDURAL RULES	Rocklin PD Policy 610 / FAA Part 107 Regulations
REQUIRED TRAINING	Initial 20 hr Ground School Training. Must pass the FAA Part 107 Test to obtain license to fly the drones and re-apply for license / test every two years. Pilots must attend ongoing monthly training.
COMPLIANCE MECHANISIMS	Operational use under the review of the drone coordinator.

TYPE	DJI Avata
DESCRIPTION	Quadcopter drone with 4K video capabilities, smart controller and batteries. Smaller in size and therefore more maneuverable in confined spaces.
QUANTITY	1
CAPABILITIES	Flight time of 18 minutes, generally used for indoor use, 155 degree field of view with 4K video resolution.
EXPECTED LIFESPAN	5 years
MANUFACTURER'S DESCRIPTION	The Avata is a First Person View quadcopter drone with 4K stabilized video. Safety features include built-in propeller guard, emergency brake button and downward sensors.
PURPOSE AND AUTHORIZED USES	Drones are utilized to enhance the department's mission of protecting lives and property when other means or resources are not available or are less effective. Uses include, but are not limited to; search / rescue, major collision investigations, natural disaster management, crime scene photography, SWAT or other tactical public safety and life preservation mission, and in response to specific requests from RFD.
FISCAL IMPACT	Initial cost - \$600 / Annual maintenance - \$50
LEGAL / PROCEDURAL RULES	Rocklin PD Policy 610 / FAA Part 107 Regulations
REQUIRED TRAINING	Initial 20 hr Ground School Training. Must pass the FAA Part 107 Test to obtain license to fly the drones and re-apply for license / test every two years. Pilots must attend ongoing monthly training.
COMPLIANCE MECHANISIMS	Operational use under the review of the drone coordinator.
2023 USAGE - ALL DRONES	Flight Total: 220 - Cases / Incidents: 114 Demos: 11 Training / other: 95

TYPE	Remote Operated Robot - Remotec Andros F5 - <u>SHARED ASSET</u> with Regional EOD
DESCRIPTION	Heavy-duty, remote controlled robot that can be configured with treads or pneumatic wheels / tires. Approximately 800 lbs. Equipped with an articulating arm.
QUANTITY	1
CAPABILITIES	Can be operated up to approximately 300 yards away, able to breach windows and doors remotely, ability to clear potential threats remotely via camera, equipped with speaker, light, and manipulator for multiple accessories and tool combinations. Safely assess and disrupt potential explosive devices.
EXPECTED LIFESPAN	10 years
MANUFACTURER'S DESCRIPTION	Versatile, heavy-duty robot. Proven stair climbing ability, rugged chassis, multiple communication options and tool combinations.
PURPOSE AND AUTHORIZED USES	Used to remotely gain visual / audio data, deliver HNT phones, open / breach doors and windows, disrupt packages and clear buildings and outdoor areas.
FISCAL IMPACT	Initial cost - \$300,000 / Annual maintenance - \$1000
LEGAL / PROCEDURAL RULES	Regional EOD manual, Law enforcement purposes only, Regional MOU
REQUIRED TRAINING	EOD personnel participate in ongoing, monthly training.
COMPLIANCE MECHANISIMS	Use authorized by Incident Commander, Tactical Commander, EOD personnel.

TYPE	Remote Operated Robot - ICOR - Mini Caliber - <u>SHARED ASSET</u> with Regional EOD
DESCRIPTION	Remote operated robot, tread driven, approximately 50 lbs in size, equipped with an articulating arm, camera, speaker, light, and disrupter.
QUANTITY	1
CAPABILITIES	Can be operated up to approximately 300 yards away, able to clear potential threats remotely via camera, equipped with speaker, and manipulator for multiple accessories and tool combinations. Safely assess and disrupt potential explosive devices.
EXPECTED LIFESPAN	10 years
MANUFACTURER'S DESCRIPTION	Highly portable and versatile, simple to operate and deploy for searching buildings and disrupt potentially hazardous packages remotely.
PURPOSE AND AUTHORIZED USES	Used to remotely gain visual / audio data, deliver HNT phones, open some doors, disrupt packages and clear buildings and outdoor areas.
FISCAL IMPACT	Initial cost - \$75, 000 / Annual maintenance - \$500
LEGAL / PROCEDURAL RULES	Regional EOD manual, Law enforcement purposes only, Regional MOU
REQUIRED TRAINING	EOD personnel participate in ongoing, monthly training.
COMPLIANCE MECHANISIMS	Use authorized by Incident Commander, Tactical Commander, EOD personnel.

TYPE	Remote Operated Robot - iRobot - 510 Packbot - <u>SHARED ASSET</u> with Regional EOD
DESCRIPTION	Remote operated robot, tread driven, approximately 50 lbs in size, equipped with an articulating arm, camera, speaker, light, and disrupter.
QUANTITY	2
CAPABILITIES	Can be operated up to approximately 300 yards away, able to clear potential threats remotely via camera, equipped with speaker, and manipulator for multiple accessories and tool combinations. Safely assess and disrupt potential explosive devices.
EXPECTED LIFESPAN	10 years
MANUFACTURER'S DESCRIPTION	Man-transportable robot that performs bomb disposal, surveillance and reconnaissance. Climbs stairs, navigates narrow passages, relaying video and audio while keeping the operator safe through distance. Deployable by one person in under two minutes.
PURPOSE AND AUTHORIZED USES	Used to remotely gain visual / audio data, deliver HNT phones, open / breach doors and windows, disrupt packages and clear buildings and outdoor areas.
FISCAL IMPACT	Initial cost \$75,000 / Annual maintenance - \$1000
LEGAL / PROCEDURAL RULES	Regional EOD manual, Law enforcement purposes only, Regional MOU
REQUIRED TRAINING	EOD personnel participate in ongoing, monthly training.
COMPLIANCE MECHANISMS	Use authorized by Incident Commander, Tactical Commander, EOD personnel.
2023 USAGE - ALL ROBOTS	5 EOD Deployments // Various Training Deployments

TYPE	ARMORED VEHICLE - Tactical Response Vehicle (TRV) - <u>SHARED ASSET</u> between Rocklin PD, Roseville PD and Placer County Sheriff's Office
DESCRIPTION	2005 Lenco Bearcat - Armored personnel carrier, four wheeled, green in color. Equipped with red / blue lights, siren, loudspeaker, winch, ram, spotlights and rotating overwatch turret. Can hold a driver and 8-10 personnel.
QUANTITY	1
CAPABILITIES	Open floor plan allows for transport, security and rescue of personnel / citizens. Armor provides greater safety to personnel / citizens from various projectiles up to .50 caliber rounds.
EXPECTED LIFESPAN	20 - 25 years
MANUFACTURER'S DESCRIPTION	Four-wheeled, five-speed automatic transmission, Ford F550 chassis, diesel engine powered personnel carrier with ballistic glass and armor rated up to .50 caliber.
PURPOSE AND AUTHORIZED USES	To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents to include active shooters. Use of the armored vehicle authorized by watch commander or SWAT commander.
FISCAL IMPACT	Initial cost - \$250,000 // Annual Maintenance - \$10,000
LEGAL / PROCEDURAL RULES	Rocklin Policy 418.11 and Roseville / Rocklin SWAT Team Manual
REQUIRED TRAINING	To be used only by officers trained in familiarization and deployment and in a manner consistent with Department policy.
COMPLIANCE MECHANISMS	Operational use under the review of the watch commander or SWAT commander.
2023 USAGE	3 Tactical Deployments // Various Training Deployments

TYPE	Mobile Command Trailer
DESCRIPTION	2 axle, custom TPD box style bumper pull trailer, with loading door and personnel door, black and white with Rocklin Police Department identifiers on it, retractable awning, equipped with a generator and multiple communication systems.
QUANTITY	1
CAPABILITIES	Provides shelter and a mobile office for command post personnel. Equipped with a 7,500 watt generator, multiple computer systems and multiple radio systems.
EXPECTED LIFESPAN	25 years
MANUFACTURER'S DESCRIPTION	High quality, extremely durable Mobile Command Trailer. Highly customizable with multiple configurations and options.
PURPOSE AND AUTHORIZED USES	Used as a command post office for incident command at extended critical incidents, natural disaster assistance and large preplanned events. Use authorized by watch commander or incident commander.
FISCAL IMPACT	Initial cost - \$75,000 / Annual maintenance - \$500
LEGAL / PROCEDURAL RULES	Rocklin Policy 705.6 / California State Law vehicle operation
REQUIRED TRAINING	Mobile Command Trailer to be used by personnel who have been properly trained the safe handling and trailering.
COMPLIANCE MECHANISIMS	Use limited to trained personnel at the authorization of the watch commander or incident commander.
2023 USAGE	1 DUI Checkpoint // 1 Missing Person incident

TYPE	Breaching Shotgun and Rounds
DESCRIPTION	Royal Arms Remington 870 12 Gauge Express Breaching Shotgun, pump action, short barrel with stand off compensator, pistol grip and single point sling. Ammunition used - Royal Arms TESAR - #2, 425 grain, compressed copper frangible breaching round.
QUANTITY	2 shotguns / 25 rounds of ammunition
CAPABILITIES	Shotgun designed specifically for the operator to quickly breach doors by destroying deadbolts, locks and hinges. The stand-off compensator allows for positive placement for correct position and vents gases to prevent overpressure.
EXPECTED LIFESPAN	30,000 rounds
MANUFACTURER'S DESCRIPTION	Using the Remington 870 Express Model 12 Gauge Shotgun as the base, we completely modify it with custom CNC machined parts. Royal Arms invented breaching shotguns.
PURPOSE AND AUTHORIZED USES	To quickly and safely gain entry into a structure at the authorization of the Incident Commander or SWAT Commander during an incident or in training.
FISCAL IMPACT	Initial cost per shotgun - \$850 / Cost per round of ammunition - \$5
LEGAL / PROCEDURAL RULES	Roseville / Rocklin SWAT Team Manual / Rocklin Policy 308.3.2
REQUIRED TRAINING	Users limited to active SWAT personnel who have attended a 16 hour Shotgun Breacher Course, continued annual training.
COMPLIANCE MECHANISMS	Use designated at the discretion of the SWAT Commander or appropriate SWAT Team supervisor.
2023 USAGE	No deployments outside of training

TYPE	AR-15 Rifle and Ammunition
DESCRIPTION	Colt, AR-15, Semi-Automatic Rifle, chambered in 5.56 / .223, magazine fed, shoulder fired with a pistol grip, outfitted with a sling and light. Rifles assigned to patrol feature 16 inch barrels and rifles assigned to SWAT personnel feature 10.5 inch barrels for increased maneuverability. AMMUNITION - Speer LE, Gold Dot , .223 caliber, 62 grain
QUANTITY	52 AR-15 Rifles / 30,000 rounds of Speer Gold Dot Ammunition
CAPABILITIES	Rifles provide greater accuracy at distance and the ability to defeat threats utilizing body armor. Provides personnel with the ability to meet or exceed a suspects firepower.
EXPECTED LIFESPAN	Rifle - 15,000 rounds / Ammunition - no expiration
MANUFACTURER'S DESCRIPTION	RIFLES - Colt AR-15 is the finest tool for local, regional and national law enforcement agencies. Dependable and thoroughly field-tested. AMMUNITION - Speer Gold Dot features nickel plated brass cases and boxer primers with a non-corrosive round. Gold Dot rifle ammunition asserts remarkable accuracy.
PURPOSE AND AUTHORIZED USES	To be used as precision weapons to address a potentially lethal threat with more accuracy and from greater distances than a pistol; providing more standoff in order to protect personnel and civilians alike.
FISCAL IMPACT	Per Rifle - \$1,500 / Annual maintenance per rifle - approximately \$30 / Ammunition - \$300 per case of 500 rounds
LEGAL / PROCEDURAL RULES	Rocklin policy 301, 308.3.3, 410.6
REQUIRED TRAINING	Personnel must be POST certified in patrol rifle and pass annual qualification conducted during annual rifle training.
COMPLIANCE MECHANISIMS	POST patrol rifle certification, Rocklin Police Department patrol rifle qualification.
2023 USAGE	No rounds fired outside of training

TYPE	LIGHT-SOUND DISTRACTION DEVICE
DESCRIPTION	Defense Technology, Low Roll Distraction Device, model 27914, reloadable flashbang // Combined Tactical Systems, model 7290-9, nine-bang, flashbang, non-reloadable
QUANTITY	Defense Technology Low Roll Flash Bang Bodies - 24 Defense Technology Flash Bang reload - 100 Combined Tactical Systems 9-Bang Flashbang - 6
CAPABILITIES	Non-bursting, non-fragmenting device that creates a thunderous bang with an intense bright light.
EXPECTED LIFESPAN	No expiration
MANUFACTURER'S DESCRIPTION	Defense Technology - non-bursting, designed to limit movement and rolling once deployed. Once deployed, emits a burst of light at 6-8 million Candelas and a 175dB bang. Combined Tactical System 9-bang - non-fragmenting, minimal movement that outputs arrhythmic bursts approximately .5 seconds apart at 180 dB and 1 million Candelas.
PURPOSE AND AUTHORIZED USES	To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6-8 seconds) of physiological / psychological sensory deprivation to give officers a tactical advantage. To be used during high-risk situations such as hostage rescues, high-risk search warrants, high-risk vehicle take downs, and other situations where there use would enhance officer safety.
FISCAL IMPACT	Defense Technology Low Roll Flash Bang Bodies - \$55 per body Defense Technology Flash Bang reload - \$33 per reload Combined Tactical Systems 9-Bang Flashbang - \$140 per 9-bang
LEGAL / PROCEDURAL RULES	Roseville / Rocklin SWAT Manual
REQUIRED TRAINING	Personnel deploying light-sound distraction devices shall attend an 80 hr POST certified SWAT school, Authorized personnel to attend ongoing
COMPLIANCE MECHANISIMS	Use of light-sound distraction devices shall be pursuant to use of force policy.
2023 USAGE	One deployment by patrol for barricaded suspect, deployed by on-duty SWAT officer. Three deployments by SWAT Team on barricaded suspect incidents. Total of 4 deployments. // Multiple training deployments.

TYPE	40MM Launcher and Rounds
DESCRIPTION	Defense Technology, 40MM Single shot launcher, shoulder fired with a front grip and sling. Rounds - Defense Technology, 40MM Exact Impact Sponge, #6325 less lethal, lightweight plastic and foam projectile capable of 325 FPS.
QUANTITY	5 - 40MM Launchers / 30 - 40MM Rounds
CAPABILITIES	Rifled barrel, single shot, launcher capable of firing various munitions in 40MM. 40MM exact impact sponge is a 30 gram foam projectile that delivers 120 ft/lbs of energy on impact. Operational range of 5 feet up to 131 feet.
EXPECTED LIFESPAN	40MM Launcher - 10,000 rounds / 40MM Exact Impact Rounds - 5 years
MANUFACTURER'S DESCRIPTION	40MM Launcher is a tactical single shot launcher. It will fire standard 40MM less lethal ammunition. 40MM Exact Impact Sponge rounds provide accurate and effective performance.
PURPOSE AND AUTHORIZED USES	To limit the escalation of conflict when applicable and compel an individual to cease their actions when 40MM less lethal rounds present a reasonable option. Can be used to control potentially vicious animals. Potential use to gain tactical advantages. Can be used against specific, violent agitators in riot / crowd control situations. Effective de-escalation tactic due to increased distance from personnel to subject.
FISCAL IMPACT	Per 40MM Launcher - \$1000 / Per 40MM impact round - \$18
LEGAL / PROCEDURAL RULES	Rocklin policy 301, 304.9 / Roseville / Rocklin SWAT Manual
REQUIRED TRAINING	Personnel utilizing 40MM shall be trained by a POST certified instructor and subject to additional annual training.
COMPLIANCE MECHANISIMS	Use is subject to applicable policy and by authorized personnel.
2023 USAGE	No deployments outside of training

TYPE	Less Lethal Shotgun and Rounds
DESCRIPTION	Remington 870 Less Lethal Shotgun used to deploy 12 gauge less lethal rounds, shotgun is designated as solely less lethal by orange stock and fore end grip, equipped with a sling and light. Rounds - Defense Technology, 12-gauge drag stabilized less lethal beanbag round, #3027
QUANTITY	7 - Less Lethal Shotguns / 660 - drag stabilized less lethal rounds
CAPABILITIES	Fires a 12 gauge less lethal bean bag round at approximately 270 FPS with a range up to 75 feet.
EXPECTED LIFESPAN	Less Lethal Shotgun - 30,000 rounds / Drag stabilized less lethal rounds - 5 years
MANUFACTURER'S DESCRIPTION	The Remington 870 shotgun is a 12 gauge, pump action shotgun. The Defense Technology Drag Stabilized 12 gauge rounds loaded with a 40 gram tear shaped bag made from cotton and ballistic material blend and filled with #9 shot.
PURPOSE AND AUTHORIZED USES	To limit the escalation of conflict when applicable and compel an individual to cease their actions when less lethal bean bag rounds present a reasonable option. Can be used to control potentially vicious animals. Potential use to gain tactical advantages. Can be used against specific, violent agitators in riot / crowd control situations. Effective de-escalation tactic due to increased distance from personnel to subject.
FISCAL IMPACT	Per shotgun - \$700 / Per round \$5
LEGAL / PROCEDURAL RULES	Rocklin policy 301, 304.9 / Roseville / Rocklin SWAT Manual
REQUIRED TRAINING	Personnel utilizing less lethal shotguns shall be trained by a POST certified instructor and subject to additional annual training.
COMPLIANCE MECHANISIMS	Use is subject to applicable policy and by authorized personnel.
2023 USAGE	Deployment of 2 (two) rounds at "suicide by cop" subject. // Multiple training deployments.