



ROCKLIN CITY COUNCIL

City Council Regular Meeting

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

September 10, 2024
General Session 6:00 p.m.

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 three-minute time limit. The Brown Act does not permit the City Council to take action on items brought up under Citizens Addressing the City Council.

WRITINGS RECEIVED AFTER AGENDA POSTING

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

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The Levine Act requires a party (or the party's agent(s)) to a proceeding before the City of Rocklin that involves any action or consideration to their contract, license, permit, or other entitlement for use, to disclose any campaign contribution made to a City elected or appointed officer (including Councilmembers, Planning Commissioners, and members of other City boards and commissions) totaling more than \$250 within the 12 months before the City decision.

AUDIO/VISUAL PRESENTATIONS

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

POSTING OF AGENDA

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

AGENDA

MEETING INSTRUCTIONS

The public may listen to audio or view the meeting via live stream at <https://www.rocklin.ca.us/agendas-minutes>.

For those that do not plan on attending in person, but wish to make a public comment during the meeting, public comments will be accepted in email form until 3:00 p.m. on the meeting day. Public comments should be submitted to the City Clerk at PublicComments@rocklin.ca.us. Emailed public comments will be distributed to City Council and treated as a public record.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA REVIEW

CITIZENS ADDRESSING THE CITY COUNCIL

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

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

CONSENT CALENDAR

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

- C1. [Minutes of the August 13, 2024 Regular Meeting of the City Council](#)
Recommendation: Approve the Minutes of the August 13, 2024 Regular Meeting of the City Council.
- C2. [Minutes of the August 27, 2024 Regular Meeting of the City Council](#)
Recommendation: Approve the Minutes of the August 27, 2024 Regular Meeting of the City Council.

- C3. [Energy Efficiency Conservation Block Grant Agreement](#)
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Enter Into a Grant Agreement with the Department of Energy for an Energy Efficiency Conservation Block Grant.
- C4. [City Property Located at 5240 Front Street - Declaration of Exempt Surplus Land](#)
Recommendation:
A. Adopt a Resolution of the City Council of the City of Rocklin Repealing Resolution No. 2024-186 that Declared that the Real Property Located at 5240 Front Street, Rocklin, California (APN 010-144-003-000) to be Surplus Land Pursuant to California Government Code § 54220 et seq.
B. Adopt a Resolution of the City Council of the City of Rocklin Declaring that the Real Property Located at 5240 Front Street, Rocklin, California (APN 010-144-003-000) is Exempt Surplus Land Pursuant to California Government Code § 54220 et seq. and Finding That Such Declaration is Exempt From Environmental Review Under the California Environmental Quality Act, and Taking Related Actions.
- C5. [Second Amended and Restated Joint Powers Agreement for Pioneer Community Energy](#)
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving the Revised Second Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy.
- C6. [Astound Business Solutions, LLC Internet And WAN Data Transport Services Agreement](#)
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing an Agreement with Astound Business Solutions, LLC for Fiber Internet and WAN Data Transport Services and Authorizing the City Manager to Execute an Agreement.
- C7. [Rocklin Road at Pacific Street Roundabout Notice of Completion](#)
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the Rocklin Road at Pacific Street Roundabout Project, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (George Reed, Inc.).
- C8. [Proclamation for 100 Year Anniversary of Boy Scout Troop 29](#)
Recommendation: Approve a Proclamation of the City Council of the City of Rocklin Honoring the 100 Year Anniversary of Boy Scout Troop 29.

PRESENTATIONS

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

PUBLIC HEARINGS

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

PH1. **2023 Consolidated Annual Performance and Evaluation Report (CAPER)**

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

Adopt a Resolution of the City Council of the City of Rocklin Authorizing Staff to Submit the 2023 Consolidated Annual Performance and Evaluation Report (CAPER) and Authorizing the City Manager to Execute and File All Documents Required for Submittal to the U.S. Department of Housing and Urban Development (HUD).

PH2. **Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing and Approval of the Issuance of California Enterprise Development Authority Revenue Obligations for the Benefit of the Rocklin Academy**

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

Adopt a Resolution of the City Council of the City of Rocklin Approving the Issuance by California Enterprise Development Authority of Not to Exceed \$50,000,000 Aggregate Principal Amount of the Authority's Revenue Obligations for the Benefit of the Rocklin Academy for the Purpose of Financing, Refinancing and/or Reimbursing the Cost of Acquiring, Constructing, Developing, Installing, Equipping and Furnishing Educational Facilities and Related and Ancillary Facilities.

FUTURE AGENDA ITEMS

PUBLIC COMMENT ON CLOSED SESSION

CLOSED SESSION

- CS1. Pursuant to Government Code Section 54956.9(d)(4), Conference with Legal Counsel, Anticipated Litigation—Initiation of Litigation: one (1) potential case.

REPORT OUT OF CLOSED SESSION

ADJOURNMENT



City Council Staff Report

Subject: Minutes of the August 13, 2024 Regular Meeting of the City Council

Date: September 10, 2024

Submitted By: Avinta Singh, City Clerk
DRAFT City Council Meeting Minutes of Aug 13, 2024

Department: City Clerk's Office

Recommendation:

Approve the Minutes of the August 13, 2024 Regular Meeting of the City Council.

ATTACHMENTS:

1. [DRAFT City Council Meeting Minutes of August 13, 2024](#)



**REGULAR MEETING OF THE
ROCKLIN CITY COUNCIL**

**August 13, 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

AGENDA REVIEW

None.

CITIZENS ADDRESSING THE CITY COUNCIL

Mr. Jerry Mitchell indicated that he was running for office for the position of South Placer Municipal Utility District Director Ward 1.

Mr. Benjamin Bjorkman expressed concern about parking availability in business lots and making the spaces available to churches for use and spoke about a film that referenced Rocklin. Mayor Janda noted that the area of parking concern referenced by Mr. Bjorkman was not in the Rocklin city limits and any concerns should be addressed to Placer County.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

Vice Mayor Gayaldo shared that she along with other elected officials participated in a tour of Beale Air Force Base and its financial impact on Placer County and shared that the base was exploring an independent energy option; stated that she attended a townhall meeting including Mayor Janda and City staff that was hosted by the Springfield HOA; observed the City's Recreational Swim program and was pleased with the popularity of the program, suggested a night swim or a movie night opportunity at the pool in the future; attended a retirement event for Debbie Boon with the Placer County Law Enforcement Chaplaincy; spoke about the recent Shop with a Cop event which provided some youth with assistance in getting ready for back to school; reported attendance in Placer County's Board of Supervisors Meeting; and was excited for the return of additional hours for the Rocklin Library branch to include Sundays.

Councilmember Broadway shared that he participated in National Night Out, and thanked City staff and block captains for helping coordinate the event with neighborhoods and residents.

Councilmember Bass shared that he participated in a few meetings with members of the community to address issues throughout the city and thanked staff for their responsiveness.

Mayor Janda reported attendance at the Celebrate America event; attended National Night Out; attended a townhall meeting with the Springfield HOA and encouraged any neighborhoods in the community to contact the City Council if they are interested in voicing their concerns or receiving updates about the City.

City Manager Zimmermann expressed her appreciation to the Parks and Recreation Department staff for their help in coordinating the Concerts at Quarry Park which have been successful; noted the following upcoming August concerts: Fleetwood Mac's Rumors, Steel Pulse and Christopher Cross; shared that Police Chief Banks will provide an overview of National Night Out; and added that the school year was commencing and reminded residents to drive carefully.

CONSENT CALENDAR

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

C1. Revision of the City Council Procedural Rules

Action: Adopted Resolution 2024-184 of the City Council of the City of Rocklin Adopting Revised City Council Procedural Rules and Superseding Resolution No. 2022-248.

- C2. Amendment No. 1 to the Contract for Services with Keyser Marston Associates, Inc.
Action: Adopted Resolution 2024-185 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Amendment No. 1 to the Contract for Services with Keyser Marston Associates, Inc.
- C3. Pulled for discussion.
- C4. Various Personnel Updates
Action: Adopted Resolution 2024-187 of the City Council of the City of Rocklin Approving the Position Reallocation, Retitle, and Related Salary Range Changes, and Updated Salary Schedule.
- C5. Community Development Department Quarterly Building Report
Action: Received the Quarterly Building Report for the Quarter which ended June 30, 2024.
- C6. City Engineer - Interim Authorization
Action: Adopted Resolution 2024-188 of the City Council of the City of Rocklin Authorizing Larry M. Wing, Senior Engineer, to Sign Improvement Plans and Notices of Completion on behalf of the City Engineer.
- C7. West Oaks Townhomes Public Improvements Notice of Completion
Action: Adopted Resolution 2024-189 of the City Council of the City of Rocklin Accepting the Public Work Known as West Oaks Townhomes Public Improvements (SD2017-0013), Approving the Notice of Completion, and Authorizing and Directing the Senior Engineer to Execute Said Notice on Behalf of the City. Local Vendor Goods and Supplies
- C8. Resolution of Intent to Annex - West Rocklin Annexation
Action: Adopted Resolution 2024-190 of the City Council of the City of Rocklin of Intent to Annex and a Request for the Local Agency Formation Commission (LAFCO) of Placer County to Initiate Proceedings to Annex Two Islands of County Property Consisting of Two Parcels Adjacent to the East Side of State Route 65 (ANEX2022-0002 / West Rocklin Annexation).
- C9. Blue Oaks Boulevard Pedestrian Signal Project – PG&E Contract
Action: Adopted Resolution 2024-191 of the City Council of the City of Rocklin Approving an Agreement to Perform Tariff Schedule Related Work with Pacific Gas and Electric Company (PG&E) for the Blue Oaks Boulevard Pedestrian Signal Project and Authorizing and Directing the City Manager to Execute the Agreement.

C10. Whitney Ranch Parkway Widening Project

Action:

- A. Adopted Resolution 2024-192 of the City Council of the City of Rocklin Approving the Plans and Specifications for the Whitney Ranch Parkway Widening Project and Authorizing City Staff to Call for Bids.
- B. Adopted Resolution 2024-193 of the City Council of the City of Rocklin Adopting a Mitigation Monitoring and Reporting Program for the Whitney Ranch Parkway Widening Project.

C11. Sierra College Boulevard Widening Project – Property Acquisition Recommendation
Action: Adopted Resolution 2024-194 of the City Council of the City of Rocklin Approving an Agreement and Related Budget Amendments for the Acquisition of Real Property, Escrow Instructions, and Certificate of Acceptance in Connection with the Sierra College Boulevard Widening Project and Authorizing the City Manager to Execute the Agreement, Escrow Instructions, Certificate of Acceptance, and Other Required Real Estate Documents.

C12. California Highway Patrol Grant

Action: Adopted Resolution 2024-195 of the City Council of the City of Rocklin Ratifying the Grant Application Submitted to the Department of California Highway Patrol and Authorizing the City Manager to Execute the Grant Agreement.

C13. County of Placer Department of Health and Human Services Animal Control and Care Services Contract

Action: Adopted Resolution 2024-196 of the City Council of the City of Rocklin Approving a Contract for Services with County of Placer, Department of Health and Human Services-Animal Services Division and Authorizing the City Manager to Execute the Contract and Subsequent Amendments.

C14. Woodside Drainage Repair Bid Award

Action: Adopt Resolution 2024-197 of the City Council of the City of Rocklin Awarding a Construction Agreement for the Woodside Drainage Repair Project to Central Valley Engineering & Asphalt, Inc., and Authorizing the City Manager to Execute the Agreement.

C15. Raw Water Mainline Emergency Repair

Action: Adopted Resolution 2024-198 of the City Council of the City of Rocklin Declaring the Existence of an Emergency and Accepting the Repair of the Raw Water Mainline on Whitney Oaks Boulevard and Park Drive, Under the City Manager's Authorization in Accordance with Section 22050 of the Public Contract Code.

C16. Pulled for discussion.

Motion to approve Consent Calendar Item Nos. C1, C2 and C4 through C15 by Councilmember Broadway and seconded by Councilmember Bass. Passed by the following vote:

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

CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION

Councilmember Bass requested to pull Consent Item C3 and member of the public, Mr. Benjamin Bjorkman requested to pull Consent Item C16 for discussion.

- C3. Declaration of City Owned Surplus Property at 5240 Front Street (APN 010-144- 003-000)

Action: Adopted Resolution 2024-186 of the City Council of the City of Rocklin Declaring City Property Located at 5240 Front Street, Rocklin, Assessor's Parcel Number 010-144-003, as Surplus.

Councilmember Bass requested clarification as there may be confusion in the community on City owned surplus property and the process to follow to make the property commercially viable.

City Manager Zimmermann provided an overview of the state-mandated Surplus Land Act process and stated that surplus property had to be made available for affordable housing, a notice of availability would be issued for a sixty-day period to determine if there was interest from any entity to develop housing on the property, and in the absence of any interest the property could be marketed to commercial buyers. City Manager Zimmermann also noted that a Blue Memo had been submitted referencing a typographical error on the resolution.

PUBLIC COMMENT

There were none.

Motion to approve Consent Calendar Item No. C3 by Councilmember Broadway and seconded by Councilmember Bass. Passed by the following vote:

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

- C16. Purchase of One Chevrolet 2500 Double Cab Truck from Winner Chevrolet
Action: Adopted Resolution 2024-199 of the City Council of the City of Rocklin Approving and Authorizing the Purchase of One Chevrolet 2500 Double Cab Truck from Winner Chevrolet and Authorizing the City Manager to Purchase the Vehicle from Winner Chevrolet.

PUBLIC COMMENT

Mr. Benjamin Bjorkman asked staff which part of the budget will the purchase of an additional vehicle be derived from.

City Manager Zimmermann responded that the purchase of the vehicle was a planned purchase identified on the replacement schedule and included in the Operating Budget.

Vice Mayor Gayaldo noted that the vendor Winner Chevrolet had been identified through the State of California's competitive bid process which allowed the City to piggyback on the bid contract.

Motion to approve Consent Calendar Item No. C16 by Councilmember Broadway and seconded by Vice Mayor Gayaldo. Passed by the following vote:

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

SPECIAL PRESENTATIONS

- P1. Eagle Scout Library Beautification Project

Samantha Springer, provided a presentation of her Eagle Scout Project to beautify an outdoor area of the Rocklin Public Library.

Members of the City Council expressed their appreciation to Miss Springer on her beautiful project benefiting the library and were impressed with her accomplishments at such a young age.

- P2. 2024 National Night Out Recap

Police Chief Rustin Banks provided a recap of the 2024 National Night Out event held on August 6, 2024 that promoted community partnerships; thanked the City Council for attending; noted that a new model was implemented this year which included two

large-scale gatherings at Whitney Ranch and Johnson Springview Park and three smaller gatherings.

City Councilmembers expressed their appreciation to City staff, including Community Services Officer Wendy Smith, and members of the community for helping to organize the event; noted that great feedback was received for the event; it was a great opportunity for police and fire to engage with the community; and spoke favorably of the hybrid model for National Night Out.

PUBLIC HEARINGS

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

PH1. Annexation Into Community Facilities District No. 1 (Vista Oaks, APNs 046-010-007-000 and 046-020-003-000)

Action: Conducted a Public Hearing and Considered the Following Actions:

A. Adopted Resolution 2024-200 of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 1 (Annexation No. 85), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (Vista Oaks, APNs 046-010-007-000 and 046-020-003-000).

Mayor Janda opened the public hearing for Item PH1.

Management Analyst Megan Bressemer presented the item to City Council.

PUBLIC COMMENT

There were none.

Mayor Janda closed the public hearing for Item PH1.

Motion to approve Public Hearing Item No. PH1.A. by Councilmember Broadway, seconded by Councilmember Halldin. Passed by the following vote:

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

Mayor Janda asked City Clerk Avinta Singh for the results of the Special Annexation Election. City Clerk Singh reported that there were ninety-one qualified votes and ninety-one yes votes that were received.

- B. Adopted Resolution 2024-201 of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 1 (Annexation No. 85) (Vista Oaks, APNs 046-010-007-000 and 046-020-003-000).

Motion to approve Public Hearing Item No. PH1.B. by Councilmember Broadway, seconded by Councilmember Halldin. Passed by the following vote:

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

- PH2. Establishment of Vista Oaks Territory as a Future Annexation Area of Community Facilities District No. 5

Action: Conducted a Public Hearing and Considered the Following Action:
Adopted Resolution 2024-202 of the City Council of the City of Rocklin Providing for the Establishment of Territory as a Future Annexation Area of Rocklin Community Facilities District No. 5 (Vista Oaks, APNs 046-010-007-000 and 046-020-003- 000).

Mayor Janda opened the public hearing for Item PH2.

Management Analyst Megan Bressemer presented the item to City Council.

PUBLIC COMMENT

There were none.

Mayor Janda closed the public hearing for Item PH2.

Motion to approve Public Hearing Item No. PH2. by Councilmember Broadway, seconded by Councilmember Halldin. Passed by the following vote:

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

FUTURE AGENDA ITEMS

There were none.

PUBLIC COMMENT ON CLOSED SESSION

There were none.

Members of the City Council left the Council Chambers and convened Closed Session at 6:47 p.m.

CLOSED SESSION

CS1. Pursuant to Government Code Section 54956.9(d)(4), Conference with Legal Counsel, Anticipated Litigation—Initiation of Litigation: one (1) potential case.

Members of the City Council returned to the Council Chambers at 8:26 p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Matthew McOmber indicated that the City Council authorized the initiation of one case.

ADJOURNMENT

Mayor Janda adjourned the meeting at 8:26 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of August 13, 2024 as approved by the Rocklin City Council.

Avinta Singh, City Clerk



City Council Staff Report

Subject: Minutes of the August 27, 2024 Regular Meeting of the City Council

Date: September 10, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:

Approve the Minutes of the August 27, 2024 Regular Meeting of the City Council.

ATTACHMENTS:

1. [DRAFT City Council Meeting Minutes of August 27, 2024](#)



ROCKLIN CITY COUNCIL

City Council Regular Meeting

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

August 27, 2024

General Session at 6:00 p.m.

Notice of Teleconference Meeting Location:

13050 Amberly Court #701

Bonita Springs, FL 34135

MEETING MINUTES -DRAFT-

CALL TO ORDER

Mayor Janda called General Session to order at 6:03 p.m.

PLEDGE OF ALLEGIANCE

Members of the Military Order of the Purple Heart led the pledge of allegiance.

ROLL CALL

Present: Councilmembers David Bass, Ken Broadway, Jill Gayaldo, Bill Halldin (via teleconference), and Mayor Greg Janda

Absent: None

AGENDA REVIEW

City Manager Aly Zimmermann requested that Item C3 be removed from the agenda as staff would like to further research the item.

CITIZENS ADDRESSING THE CITY COUNCIL

Mr. Peter Eakland addressed the City Council voicing concerns about transit service changes to Route 20 which provided service between east and west Rocklin per the Comprehensive Operational Analysis study done by the PCTPA.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

Councilmember Halldin reported attendance at the Western Placer Waste Management Authority meeting at which they received an update on the construction at the recovery facility.

Vice Mayor Gayaldo reported attendance at the Sacramento Area Council of Governments (SACOG) General Director's meeting and the Strategic Planning meeting and underscored the deadline per AB 350 related to regional transportation plans and its impacts; shared that she attended Roseville's State of the City event; attended the Placer Mosquito and Vector Control District meeting noting that the social media student interns were from Whitney High School, and cautioned about the deaths from mosquito born illnesses on the East Coast.

Councilmember Bass stated that the Rocklin Unified School District had done an amazing job with Back to School Night and reminded the public to drive safely especially as school had resumed.

Mayor Janda shared that he along with City Manager Zimmermann and Councilmember Broadway, attended the first session for Leadership Rocklin's 2024/2025 class; shared that both he and Vice Mayor Gayaldo attended a federal job fair at Jessup University sponsored by Congressman Kiley; and added that he had the opportunity to introduce recent performers at the Quarry Park Amphitheater.

City Manager Zimmermann shared that in observance of Labor Day that City facilities will be closed on Monday, September 2 2024; noted that upcoming Concerts at Quarry Park Amphitheater included Christopher Cross and Judy Collins; and wished Deputy City Clerk Bolster-Koller a happy birthday.

CONSENT CALENDAR

Item C3 was removed during the Agenda Review section.

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

- C1. Minutes of the June 25, 2024 Regular Meeting of the City Council
Action: Approved the Minutes of the June 25, 2024 Regular Meeting of the City Council.
- C2. Proclamation Declaring the City of Rocklin a Purple Heart City
Action: Approved a Proclamation Declaring the City of Rocklin a Purple Heart City, and Designate the Mayor to Sign the Proclamation on Behalf of the City Council.

C3. Removed from the agenda.

C4. Pulled for discussion.

C5. Wildcat West Final Map

Action:

A. Adopted Resolution 2024-204 of the City Council of the City of Rocklin Approving the Final Map of Wildcat West Subdivision (SD2022-0001) and Approving and Authorizing Execution of a Subdivision Improvement Agreement.

B. Adopted Resolution 2024-205 of the City Council of the City of Rocklin Approving and Authorizing Execution of a Subdivision Landscaping Agreement of Wildcat West Subdivision (SD2022-0001).

C6. Various Personnel Updates

Action: Adopted Resolution 2024-206 of the City Council of the City of Rocklin to Reallocate and Retitle 2.0 FTE Information Technology Analyst Positions as 1.0 FTE Information Technology Analyst I/II in the Confidential Bargaining Unit and 1.0 FTE Information Technology Analyst I/II in the Public Service Employee's Bargaining Unit (AFSCME Council 57, Local 146-AFL-CIO) and Adopt Revised Confidential and Public Service Employee's Bargaining Unit Salary Schedules.

C7. Accounts Paid List - April to June 2024

Action: Received the Accounts Paid List for April 1, 2024 to June 30, 2024.

C8. Pulled for discussion.

C9. Sun Ridge Systems Inc. Software Services Agreement

Action: Adopted Resolution 2024-208 of the City Council of the City of Rocklin Approving an Evergreen Agreement for Software Support Services with Sun Ridge Systems, Inc. and Authorizing the City Manager to Execute the Agreement and Amendments.

Motion to approve Consent Calendar Item Nos. C1, C2, and C5 through C7, and C9 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 ITEMS PULLED FOR DISCUSSION

Councilmember Bass requested to pull Consent Item C4 and Councilmember Broadway requested to pull Consent Item C8 for discussion.

C4. Remaining ARPA Funds Expenditure Plan

Action: Adopted Resolution 2024-203 of the City Council of the City of Rocklin Authorizing the Remaining ARPA Funds Expenditure Plan.

Councilmember Bass requested clarification on the SWRA-JSP Connector Bridge and funding sources, and expressed concerns with project cost estimates prior to putting the project out for a competitive bid.

Management Analyst Elizabeth Sorg confirmed that the recommended ARPA funding was in addition to the \$500,000 budget appropriation secured by Assemblymember Patterson; and noted that final costs for the bidding process were not available yet.

City Manager Zimmermann indicated that the staff recommendation identified the four major projects and included language that if any program were undersubscribed then the remaining funds would be added to the Business Retention program.

Vice Mayor Gayaldo was pleased that approximately \$3 million of the ARPA funding had been used to help local businesses as this helped boost businesses that had suffered due to COVID-19; commented that while the hope was to partner with the South Placer Municipal Utility District to construct a bridge and asked staff if SPMUD had declined to participate.

City Manager Zimmermann confirmed for Vice Mayor Gayaldo that the original project was an informal partnership between SPMUD and the City; that SPMUD needed a solution to protect the sewer pipe crossing the creek between SWRA and JSP and the solution was a pedestrian bridge over the pipe. The cost estimate was based on an initial analysis that included access to the bridge location, the design and engineering, environmental work, and added that the location was a high flood plain area. Ms. Zimmermann stated that as SPMUD was unable to move forward with the project, the City was investigating an alternate location for placement of the bridge for pedestrian connectivity and closer proximity to the Spring View Middle school.

PUBLIC COMMENT

Mr. Jerry Mitchell addressed the City Council noting that he had a better understanding of the proposal on the bridge and was excited about the prospect of a pedestrian bridge.

Motion to approve Consent Calendar Item No. C4 by Councilmember Bass and seconded by Councilmember Broadway. Passed by the following roll call vote:

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

C8. Target Solutions Learning, LLC Agreement

Action: Adopted Resolution 2024-207 of the City Council of the City of Rocklin Approving and Ratifying an Evergreen Contract with Target Solutions Learning, LLC and Authorizing the City Manager to Sign Contract and Subsequent Amendments.

Councilmember Broadway expressed that his concern with evergreen agreements was the ability to cancel should the need arise, noting the termination clause did not provide that flexibility and would require the City to maintain the agreement for an extensive period of time. He preferred that language be included to provide flexibility with appropriate notification to cancel the agreement; he underscored that the services provided by the current vendor had been extremely effective and to the satisfaction of staff.

City Manager Zimmermann stated that the language used was the vendor's standard contract language and that if desired by the City Council, alternative language could be explored, and adding that if the vendor was unwilling to modify the language, then modifying the five-year term could be explored.

Council Member Bass agreed that given the length of the contract, that modest language be incorporated offering more flexibility.

City Manager Zimmermann noted for Mayor Janda that ratification of the agreement was retroactive and that staff will continue to work with the vendor. Mayor Janda agreed to adjust the term language.

PUBLIC COMMENT

There were none.

Motion to approve Consent Calendar Item No. C8 by Councilmember Broadway to revisit the agreement with the vendor seeking to establish terms relative to termination or to provide staff with flexibility to negotiate a reduction in length of the agreement, and to return to the City Council; 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

PRESENTATIONS

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

P1. Purple Heart City Proclamation

Mayor Janda read the proclamation and presented it to Commander Bruce Hodgman with the Military Order of the Purple Heart (MOPH) USA Chapter 385.

Commander Hodgman shared that the Order was a veteran organization from 1932 comprised of volunteers. He performed a time-honored military ritual recognizing some Chapter members who were in attendance.

P2. Summer Civic Career Program (SCCP) Presentation

Administrative Services Director Tameka Usher provided an overview of the 2024 Summer Civic Career Program.

Council Member Broadway, Rocklin Unified School District Superintendent Roger Stock, and Rocklin Educational Excellence Foundation President Camille Maben shared words of encouragement with student participants, emphasized the opportunity presented to students on civic careers and public service, and thanked staff for their support of the program.

Student participants were presented with a certificate and received a scholarship.

Vice Mayor Gayaldo stated that it was special to have students of the SCCP program present alongside the MOPH members and underscored the importance of opportunities made available to students for careers in public service.

P3. League of California Cities Update

Cal Cities Regional Public Affairs Manager Charles Anderson provided an overview of the League of California Cities, including the Sacramento Valley Division which the City of Rocklin is a part of.

Members of the City Council appreciated the thorough presentation and comments followed.

Councilmember Bass expressed disappointment with the League of California Cities for its support of Proposition 1; thanked the League for supporting Proposition 36; expressed his thanks for the League supporting the South San Joaquin Irrigation District in their litigation against PG&E as both he and Councilmember Halldin were following this matter carefully; requested more participation from the League in helping agencies who want energy independence from PG&E and agreed that the City should be more active with the League; and hoped for future support of Assemblymember Patterson's legislation to oppose NDA.

Councilmember Broadway stated that it was helpful for the City Council to receive action alerts from the League as it was difficult to stay on top of the over 2,000 pieces of legislation being considered by the state legislature; he concurred that at times when the League took a position on a matter that was different than expected, follow up with elected officials was lacking; and encouraged the League to engage directly with elected officials if it appeared some agencies may be opposed to the League's position.

Vice Mayor Gayaldo spoke favorably of the educational classes offered by the League to new Councilmembers and agreed that the City should be more engaged as well.

Councilmember Halldin asked about the guiding principles of the League. Mr. Anderson underscored the purpose of the League was to protect a City's ability to have the resources it needs, the ability to provide services desired by constituents, provide a city with flexibility in determining what is in its community's best interest, and protect local control.

Councilmember Halldin stated that Proposition 1 eroded on local control; shared that with the multiple meeting bodies City Councilmembers belonged to, it was difficult to spend time on all issues; emphasized the importance of the League advocating to protect local control while recognizing that the result may be this is not achieved; and looked forward to finding out what occurs with the upcoming session and what the prospects are for the next session. Mr. Anderson responded that the hope was to make legislative corrections to address this in the future.

Mayor Janda appreciated Mr. Anderson's work and responses, acknowledging efforts to support the Sacramento Valley Division region; he agreed that local control appeared to be eroding on items including housing, zoning and losing the ability to shape one's city. Mr. Anderson underscored the goal was to ensure that policy committees included a mix of representation from the different cities across the state, adding that the decisions of the committees may impact a city negatively.

Mayor Janda stated that as the Sacramento Valley Division was the largest region geographically, if there was a way to come up with a legislative policy that could be moved forward to policy committees. Mr. Anderson responded that the Division Board

could request a policy position in order to get ahead on issues and make a recommendation to the policy committee.

PUBLIC HEARING

PH1. Rock Baseball Training Facility / Conditional Use Permit, U2024-0003 and Environmental, ENV2024-0006

Action: Conducted a Public Hearing and Consider the Following Actions:

- A. Adopted Resolution 2024-209 of the City Council of the City of Rocklin Approving a Notice of Exemption (Rock Baseball Training Facility / U2024-0003 and ENV2024-0006).
- B. Adopted Resolution 2024-210 of the City Council of the City of Rocklin Approving a Conditional Use Permit for a Privately Operated Recreational Training Facility (Rock Baseball Training Facility / U2024-0003).

Mayor Janda opened the public hearing for Item PH1.

Senior Planner Nathan Anderson presented the item to City Council.

Mr. Fred Saunders, project applicant and his business partner, Mr. Matt Pudge, addressed the City Council sharing details of the proposed use.

Councilmember Bass shared that he had ex parte communications with the applicant, was excited with the proposed project as it was a need in the softball community given that the fields were highly impacted, and indicated the additional economic benefits to surrounding businesses in the area.

Councilmember Broadway shared that he also had ex parte communications with the applicant, and due to his experience with baseball and softball in the community he felt the project offered a unique training opportunity.

Vice Mayor Gayaldo was excited for the training facility as there was a demand for it. Mr. Pudge noted for her that the facility could be used for other sports, would be available for rent, but used strictly for training.

Councilmember Halldin appreciated the applicant for going through the process, for sharing kind words and the positive experience with City staff, and underscored that there was an unquenchable thirst for recreational activities and training in the community.

The project applicant addressed questions from Mayor Janda related to the training area setup including netting, usage of space including whether the administrative

offices would be used as meeting spaces, hours of operation and the parking needs. The applicant responded that their previous facility was in a similar shared parking location with no significant impact to parking to surrounding uses, and noted they would lease the building directly from the owner.

PUBLIC COMMENT

There were none.

Mayor Janda closed the public hearing for Item PH1.

Motion to approve Public Hearing Item No. PH1 by Councilmember Broadway, 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

DISCUSSION ITEMS

D1. Zone Rocklin Project Update

Action: Received a Presentation on the Zoning Ordinance and Map Update Project (ZONE ROCKLIN).

Assistant City Manager Sherri Conway presented the item to City Council, and introduced AICP Martha Miller, lead project manager with Miller Planning Associates (MPA), who provided an overview of the project, and underscored having input and public participation throughout the process.

Assistant City Manager Conway stressed that the project was a collaborative effort involving staff from different departments and divisions, as well as MPA; and responded to Councilmember Bass' question that since zoning provided a regulatory document and served as an implementation tool for the general plan, it was important over the course of the next twelve to eighteen months to give the public many opportunities to be engaged.

PUBLIC COMMENT

Mr. Neil Bullock addressed the City Council emphasizing the importance of identifying opportunities to refine projects along the way and suggested that the zoning review process include procedures allowing for earlier public engagement.

FUTURE AGENDA ITEMS

There were none.

PUBLIC COMMENT ON CLOSED SESSION

There were none.

Members of the City Council left the Council Chambers and convened Closed Session at 8:16 p.m.

CLOSED SESSION

CS1. Pursuant to Government Code Section 54956.9(d)(4), Conference with Legal Counsel, Anticipated Litigation—Initiation of Litigation: one (1) potential case.

CS2. Pursuant to Government Code Section 54956.9(d)(1), Conference with Legal Counsel, Existing Litigation City of Rocklin v. Legacy Family Adventures and David Busch, El Dorado Superior Court Case No. PC2019039.

Members of the City Council returned to the Council Chambers at 10:03 p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Matthew McOmber indicated that for Closed Session Item No. CS1, the City Council provided direction to staff with there being no further reportable action on this item; and with Closed Session Item No. CS2 there was no reportable action.

ADJOURNMENT

Mayor Janda adjourned the meeting at 10:03 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of August 27, 2024 as approved by the Rocklin City Council.

Avinta Singh, City Clerk



City Council Staff Report

Subject: Energy Efficiency Conservation Block Grant Agreement

Date: September 10, 2024

Submitted By: Elizabeth Sorg, Management Analyst

Department: City Manager's Office

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Enter Into a Grant Agreement with the Department of Energy for an Energy Efficiency Conservation Block Grant.

Background:

The U.S. Department of Energy has made available \$500 million in grants to help local governments adopt more energy efficient technology and equipment. Funding was made available in formula allocations that took into account local populations and needs, similar to other block grant programs, like the Community Development Block Grant. As part of this grant, recipients can either receive a direct grant or a reimbursement voucher. The vouchers created streamlined application and reporting requirements for grantees, and are focused primarily on equipment replacement.

Staff has applied for and been awarded \$127,710 from the Department of Energy in the form of a voucher, which will reimburse the City for the purchase of a zero emission vehicle and the charging infrastructure for the vehicle. This voucher will assist the City in meeting the California Air Resource Board Advanced Clean Fleet requirements. The Grant Agreement (Attachment 2) provides guidance for the expenditure of these funds, including reporting requirements, reimbursement procedures, and allowable costs. A fleet vehicle has been identified for replacement, and the purchase will come back to City Council for approval following the standard procurement procedures.

Staff recommends the City Council adopt a Resolution (Attachment 1) authorizing the City Manager to approve the grant agreement and any necessary budget and accounting transactions related to the acceptance of the grant.

Fiscal Impact:

The staff recommendation has no impact on the general fund; however, the resolution includes the budget and accounting authority needed to carry out and account for the grant agreement.

ATTACHMENTS:

1. [Resolution](#)
2. [Resolution Exhibit A - Terms and Conditions of Award](#)

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT
AGREEMENT WITH THE DEPARTMENT OF ENERGY FOR AN
ENERGY EFFICIENCY CONSERVATION BLOCK GRANT

WHEREAS, the Federal Government approved a \$550 million grant program through the Bipartisan Infrastructure Law; and

WHEREAS, the grant is designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, reduce fossil fuels, and improve energy efficiency; and

WHEREAS, the City of Rocklin is entitled to up to \$127,710 in formula funding for this grant; and

WHEREAS, the City of Rocklin applied for a grant on April 25, 2024 to replace one gasoline fleet vehicle with a zero-emission vehicle and charging infrastructure; and

WHEREAS, the City of Rocklin's grant application was approved on August 9, 2024.

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

Section 1. The City Council of the City of Rocklin approves and authorizes the City Manager to enter into a grant agreement with the Department of Energy included as "Exhibit A" to this Resolution.

Section 2. The City Manager, or the City Manager's designee, is hereby authorized to approve any additional grant forms needed to receive the grant.

Section 3. The City Manager, or the City Manager's designee, is hereby authorized to approve any and all financial transactions, budgets, and appropriations needed to carry out the Energy Efficiency Conservation Block Grant.

PASSED AND ADOPTED this 10th day of September, 2024 by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

Special Terms and Conditions

Entity Name: _____ (“Recipient”), which is identified in the Assistance Agreement, and the Office of State and Community Energy Programs (“SCEP”), and Energy Efficiency and Conservation Block Grant Program (“EECBG”), an office within the United States Department of Energy (“DOE”), enters into this Award, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Special Terms and Conditions
Attachment 1	Federal Assistance Reporting Checklist (FARC) ¹
Attachment 2	NEPA Determination ²

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

¹ The FARC will be provided at a later date.

² The NEPA Determination is attached to your application in the EECBG Program Voucher Application Portal

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically The EECBG Program Voucher Portal (<https://doerebates.my.site.com/eecbgvouchers/s/>), constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via the EECBG Program Voucher Portal by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable to all subcontractors as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all sub contractors and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a

NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Application approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award.

This authorization is specific to the project activities and locations as described in the Application approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Application and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Condition(s):

NEPA Logs if conducting potentially ground disturbing activities.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* “This material is based upon work supported by the U.S. Department of Energy’s Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant (EECBG) Program Application # XXXXXXXXX”
- *Full Legal Disclaimer:* “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

Abridged Legal Disclaimer: “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as

described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference

with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total “Funds Obligated” stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subcontractors, and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient’s facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 27. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the

Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 28. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement by CFO through ACH. Equipment rebate voucher applications will be approved for payment by DOE once the equipment has been installed and all required documentation has been provided.

B. Payments

All payments are made by electronic funds transfer to the bank account identified attached to the Recipient's UEI and identified in the Recipient's SAM.gov account.

C. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that award, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent in excess of the authorized amount.

A. Supporting Documents for Agency Approval of Payments

DOE may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, proof of installation and other expenditure explanations that justify the payment requests.

Term 29. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the budget in Attachment 1 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost stated in the budget on the recipient's application.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, stated in the budget on the recipient's application.

Subpart C. Miscellaneous Provisions

Term 30. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its contractors.

Term 31. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, tThe Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information

is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 2. A foreign public entity.
 3. A domestic or foreign nonprofit organization.
 4. A domestic or foreign for-profit organization.
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients*

and Contractors and/or 2 CFR 910.501 Audit requirements, (f) Subrecipients and Contractors).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
 1. Receives a subaward from the Recipient under this Award; and
 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 32. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity,

other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 33. Contractor Change Notification

Except for contractors specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified contract agreements, including naming any To Be Determined contractors. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the service to be provided or the equipment to be purchased.
- An assurance that the process undertaken by the Recipient to solicit the contractor complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected contractor and that the Recipient's written standards of conduct were followed.³
- A completed Environmental Questionnaire, if applicable.
- An assurance that the contractor is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting contract agreement.

³ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify contractor agreements under this agreement, but the Recipient may not proceed with the contractor agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the contractor documentation stipulated above, the Recipient may proceed to award or modify the proposed contractor agreement.

Term 34. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, 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 you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 35. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 36. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term “Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE’s interim COI Policy.

Term 37. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to

be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring contractor compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video

surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 39. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects (subpart A which is referred to as the "Common Rule")*, and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>

Term 40. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 41. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 42. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts.
- (2) being responsible for compliance by any subcontractor with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, , contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

Term 43. Buy American Requirement for Infrastructure Projects

**NOTE: Buy American Requirements only apply to awards over \$250,000. Please disregard this section if your total EECBG Program award is less than \$250,000.*

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

(A) all iron and steel used in the project are produced in the United States;

(B) the manufactured products used in the project are produced in the United States; or

(C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is 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 Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement 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.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- 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. Unreasonable Cost- 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.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;

- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- **Time-limited:** Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- **Targeted:** Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- **Conditional:** The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant

waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 44. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients and contractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide⁴ should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 45. Potentially Duplicative Funding Notice

If the Recipient have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 46. Transparency of Foreign Connections

⁴ See OFCCP's Technical Assistance Guide at: <https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rte.jsp>

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or contractors:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or contractors that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 47. Foreign Collaboration Considerations

- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published

process for evaluating requests for access, or the routine use of foreign facilities by
awardee staff in accordance with the Recipient's standard policies and procedures.

Authorized Signature	Date

Name:

Title:

Entity Name:



City Council Staff Report

Subject: City Property Located at 5240 Front Street - Declaration of Exempt Surplus Land

Date: September 10, 2024

Submitted By: Sherri Conway, Assistant City Manager

Department: City Manager's Office

Recommendation:

- A. Adopt a Resolution of the City Council of the City of Rocklin Repealing Resolution No. 2024-186 that Declared that the Real Property Located at 5240 Front Street, Rocklin, California (APN 010-144-003-000) to be Surplus Land Pursuant to California Government Code § 54220 et seq.
- B. Adopt a Resolution of the City Council of the City of Rocklin Declaring that the Real Property Located at 5240 Front Street, Rocklin, California (APN 010-144-003-000) is Exempt Surplus Land Pursuant to California Government Code § 54220 et seq. and Finding That Such Declaration is Exempt From Environmental Review Under the California Environmental Quality Act, and Taking Related Actions.

Background:

On August 13, 2024, the City Council adopted Resolution No. 2024-186, which declared the real property at 5240 Front Street, Rocklin, California (APN 010-144-003-000) (the Property) to be surplus land pursuant to the Surplus Land Act (SLA), California Government Code § 54220 et seq. Resolution No. 2024-186 is included for reference as Attachment 3. The Property consists of 0.32 acres (approximately 14,000 sq. ft.) as depicted and confirmed on the Assessor's parcel map included within Exhibit "A" to the first Resolution (Attachment 1).

Based on further review and analysis of state law and California Department of Housing and Community Development (HCD) Updated Surplus Land Act Guidelines dated August 1, 2024, staff has determined that the Property qualifies for an exemption under the SLA because it is less than one-half acre in size (i.e., less than 21,780 sq. ft.) and is not contiguous to land owned by a state or local agency that is used for open space or low- and moderate-income housing purposes. Therefore, staff recommends the City Council adopt the first Resolution, repealing the prior declaration.

The second Resolution (Attachment 2) declares the the Property is exempt surplus land with respect to the SLA because it is less than one-half acre in size (i.e., less than 21,780 sq. ft.) and is not contiguous to land owned by a state or local agency that is used for open space or

low- and moderate-income housing purposes.

Per the August 1, 2024 HCD SLA Guidelines, any determination by a local agency that its surplus lands are exempt from the SLA must provide HCD with a copy of the resolution (or other documentation recording a formal action by the governing body), at least 30 days prior to disposition, declaring the property exempt surplus land together with written findings and evidence supporting such declaration. In this matter, the Assessor's parcel map confirms the size of the Property.

Approval of the second Resolution will confirm the City Council's declaration that the Property is exempt surplus land consistent with state law, and in this matter the Assessor's parcel map appended to the Resolution confirms the size of the Property. Subsequent to the approval of the Resolution, staff will submit a copy of this Resolution to HCD.

Environmental Analysis:

Pursuant to § 15060 (c) (3) of the California Environmental Quality Act (CEQA) Guidelines (i.e., California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387), approval of the attached Resolution is exempt from CEQA because the actions described therein will not result in a direct or reasonably foreseeable indirect physical change in the environment and the actions described therein are not a "Project", as defined within § 15378 of the CEQA Guidelines.

Fiscal Impact:

There is no direct impact to the General Fund from the staff recommendations.

ATTACHMENTS:

1. [Resolution A with Exhibit A - Assessor's Parcel Map](#)
2. [Resolution B with Exhibit A - Assessor's Parcel Map](#)
3. [Resolution No. 2024-186 \(adopted August 13, 2024\)](#)

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN, CALIFORNIA REPEALING RESOLUTION NO. 2024-186 THAT DECLARED THAT THE REAL PROPERTY LOCATED AT 5240 FRONT STREET, ROCKLIN, CALIFORNIA (APN 010-144-003-000) TO BE SURPLUS LAND PURSUANT TO CALIFORNIA GOVERNMENT CODE § 54220 ET SEQ.

WHEREAS, this Resolution concerns the real property located at 5240 Front Street, Rocklin, California (APN 010-144-003-000) (the “Property”), consisting of 0.32 acres (approximately 14,000 sq. ft.) as depicted and confirmed on the Assessor’s parcel map included within Exhibit “A” to this Resolution; and

WHEREAS, on August 13, 2024, the City Council adopted its Resolution No. 2024-186 declaring the Property to be surplus land pursuant to the Surplus Land Act (the “SLA”) i.e., California Government Code (“GC”) § 54220 *et seq.*, which requires a lengthy notification and negotiation process; and

WHEREAS, based on further review and analysis of the matter and particularly GC §§ 54221 (f) (1) (B) and 54222.3 and § 103 (c) (3) (A) of the California Department of Housing and Community Development (the “HCD”) Updated Surplus Land Act Guidelines dated August 1, 2024, staff has determined that the Property qualifies for an exemption under the Surplus Land Act because it is less than one-half acre in size (i.e., less than 21,780 sq. ft.) and is not contiguous to land owned by a state or local agency that is used for open space or low- and moderate-income housing purposes; and

WHEREAS, consistent with the foregoing, on September 10 2024, the City Council adopted a resolution declaring the Property as exempt surplus land; and

WHEREAS, therefore, it is appropriate and necessary that the City Council repeal its Resolution No. 2024-186 *ab initio*; and

WHEREAS, approval of this Resolution will confirm the City Council’s repeal of its Resolution No. 2024-186; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

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

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council hereby repeals its Resolution No. 2024-186, *ab initio*.

Section 3. The officers and staff of the City are hereby authorized, jointly and severally, to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed.

Section 4. This Resolution shall take effect upon the date of its adoption.

PASSED AND ADOPTED this 10th day of September, 2024 by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

Greg Janda, Mayor

ATTEST:

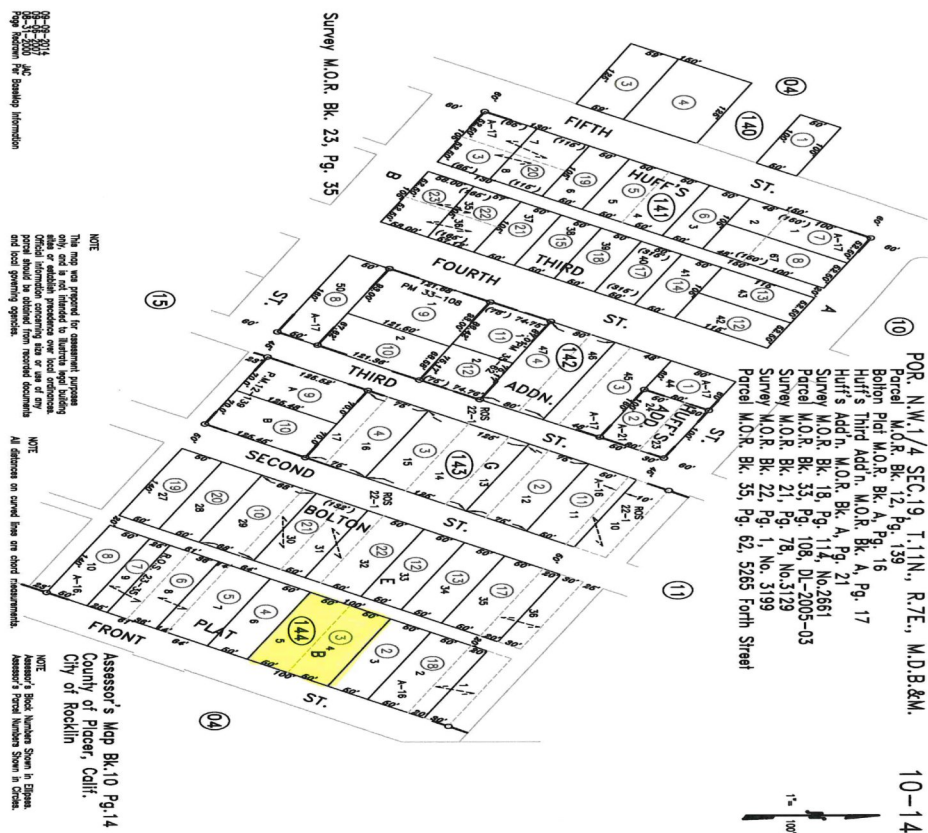
Avinta Singh, City Clerk

EXHIBIT "A"

ASSESSOR'S PARCEL MAP

APN 010-144-003-000

(See Attachment)



RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN, CALIFORNIA DECLARING THAT THE REAL PROPERTY LOCATED AT 5240 FRONT STREET, ROCKLIN, CALIFORNIA (APN 010-144-003-000) IS EXEMPT SURPLUS LAND PURSUANT TO CALIFORNIA GOVERNMENT CODE § 54220 ET SEQ. AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TAKING RELATED ACTIONS

WHEREAS, this Resolution concerns the real property located at 5240 Front Street, Rocklin, California (APN 010-144-003-000) (the “Property”), consisting of 0.32 acres (approximately 14,000 sq. ft.) as depicted and confirmed on the Assessor’s parcel map included within Exhibit “A” to this Resolution; and

WHEREAS, consistent with California Government Code (“GC”) §§ 54221 (f) (1) (B) and 54222.3 and § 103 (c) (3) (A) of the California Department of Housing and Community Development (the “HCD”) Updated Surplus Land Act Guidelines dated August 1, 2024 (the “Updated HCD Guidelines”), the Property is exempt surplus land with respect to the California Surplus Land Act (the “SLA”), because it is less than one-half acre in size (i.e., less than 21,780 sq. ft.) and is not contiguous to land owned by a state or local agency that is used for open space or low- and moderate-income housing purposes; and

WHEREAS, pursuant to §§ 103 (e) and 400 (e) of the Updated HCD Guidelines, any determination by a local agency that its surplus lands are exempt from the SLA must provide HCD with a copy of the resolution (or other documentation recording a formal action by the governing body), at least 30 days prior to disposition, declaring the property exempt surplus land together with written findings and evidence supporting such declaration; and

WHEREAS, approval of this Resolution will confirm the City Council’s declaration that the Property is exempt surplus land consistent with GC §§ 54221 (f) (1) (B) and 54222.3 and § 103 (c) (3) (A) of the Updated HCD Guidelines and in this matter, the Assessor’s parcel map appended to this Resolution as Exhibit “A” confirms the size of the Property; and

WHEREAS, subsequent to the approval of this Resolution, staff will submit a copy of this Resolution to HCD pursuant to §§ 103 (e) and 400 (e) of the Updated HCD Guidelines; and

WHEREAS, pursuant to § 15060 (c) (3) of the California Environmental Quality Act (the “CEQA”) Guidelines (i.e., California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387), approval of this Resolution is exempt from CEQA because the actions described herein will not result in a direct or reasonably foreseeable indirect physical change in the environment and the actions described

herein are not a “Project”, as defined within § 15378 of the CEQA Guidelines; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

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

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council hereby declares that the Property is exempt surplus land consistent with GC §§ 54221 (f) (1) (B) and 54222.3 and consistent with § 103 (c) (3) (A) of the Updated HCD Guidelines.

Section 3. The City Manager, or designee, is authorized to submit an adopted copy of this Resolution to HCD pursuant to §§ 103 (e) and 400 (e) of the Updated Guidelines.

Section 4. This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code § 21000 *et seq.*) (the “CEQA”). Staff has determined that the City Council’s declaration that the Property is exempt surplus land does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines § 15060(c)(3) because it is not a project as defined by the CEQA Guidelines § 15378. Adoption of this Resolution does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. If and when the Property is sold to a purchaser and that purchaser proposes a use for the Property that requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA.

Section 5. The City Clerk is directed to file a Notice of Exemption pursuant to CEQA Guidelines § 15062.

Section 6. The officers and staff of the City are hereby authorized, jointly and severally, to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed.

Section 7. This Resolution shall take effect upon the date of its adoption.

PASSED AND ADOPTED this 10th day of September, 2024 by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

ASSESSOR'S
PARCEL MAP APN
010-144-003-000



RESOLUTION NO. 2024-186

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN DECLARING
CITY PROPERTY LOCATED AT 5240 FRONT STREET, ROCKLIN,
ASSESSOR'S PARCEL NUMBER 010-144-003, AS SURPLUS

WHEREAS, the City of Rocklin owns a vacant, undeveloped parcel located at parcel of 5240 Front Street, Rocklin, California, Assessor's Parcel No. 010-144-003; and

WHEREAS, the property located at 5240 Front Street has a land use designation of Mixed Use and a Zoning Designation of Historic District; and

WHEREAS, the sale of City property to a private entity may assist in the generation of quality developments, including, but not limited to, affordable housing; and

WHEREAS, pursuant to the Surplus Land Act (California Government Code Section 54220 et seq.) and the Guidelines as issued by the California Department of Housing and Community Development, the property must be formally declared as "surplus" and "not necessary" for the City's use prior to any sale or lease of the surplus properties; and

WHEREAS, in accordance with the Surplus Land Act, the surplus property shall be subject to the Notice of Availability process prior to accepting offers for the sale of the property.

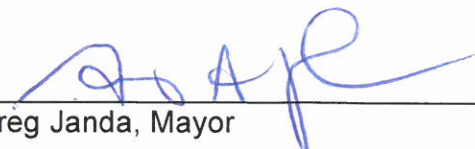
NOW, THEREFORE, the City of Rocklin does resolve as follows:

Section 1. The City of Rocklin hereby finds the above recitals to be true and correct findings of fact in support of the City's declaration of the property located at 5240 Front Street, Rocklin, California, Assessor Parcel Number 010-144-003, as surplus land and not necessary for the City's use.

Section 2. The City of Rocklin hereby declares the property located at 5240 Front Street, Rocklin, California, Assessor's Parcel Number 010-144-003, as depicted in Exhibit "A", attached hereto and incorporated herein, to be surplus land and not necessary for the City's use, in accordance with the Surplus Land Act (California Government code Section 54220 et seq.)

PASSED AND ADOPTED this 13th day of August, 2024, by the following vote:

AYES: Councilmembers: Bass, Broadway, Gayaldo, Halldin, Janda
NOES: None
ABSENT: None
ABSTAIN: None



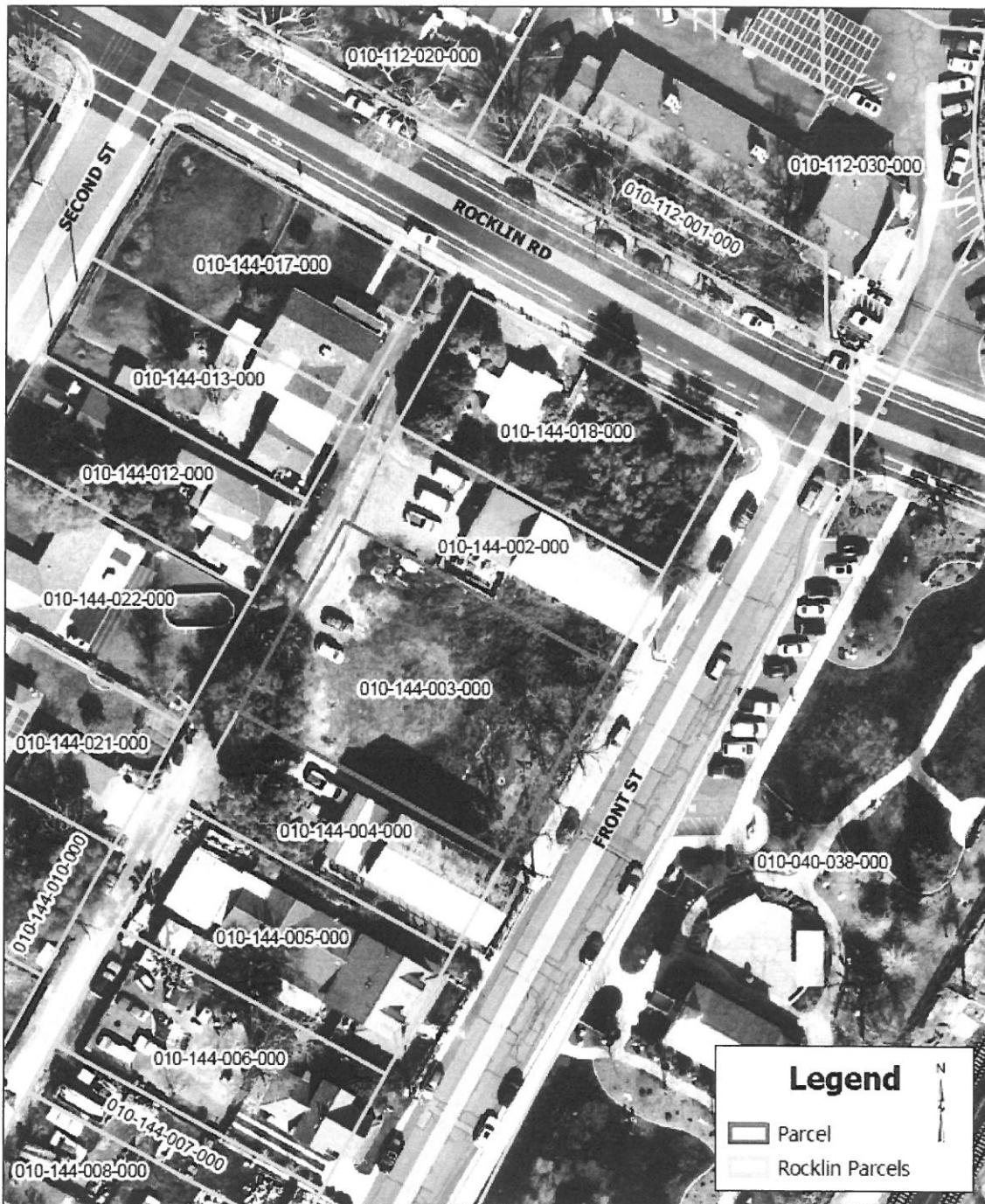
Greg Janda, Mayor

ATTEST:



Avinta Singh, City Clerk

Map of Surplus Property





City Council Staff Report

Subject: Second Amended and Restated Joint Powers Agreement for Pioneer Community Energy

Date: September 10, 2024

Submitted By: Elizabeth Sorg, Management Analyst

Department: City Manager's Office

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Approving the Revised Second Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy.

Background:

Pioneer Community Energy (Pioneer) is a Joint Powers Authority (JPA) formed between the Counties of Placer and El Dorado, the Town of Loomis, and the Cities of Auburn, Colfax, Grass Valley, Lincoln, Nevada City, Placerville, and Rocklin. Pioneer is a Community Choice Aggregation Program (CCA) authorized under state law (Assembly Bill 117, statutes of 2002). The CCA provides local control over the electricity supply with a primary goal of providing stable and competitive electricity rates to the residents and businesses within its member jurisdictions. Pioneer purchases the electricity supply and Pacific Gas & Electric (PG&E) transmits and delivers the power through PG&E's infrastructure (poles and wires). PG&E continues to own, operate, and maintain the distribution infrastructure. PG&E also continues to provide meter reading and billing services for Pioneer's customers.

At the January 18, 2024, Pioneer Governing Board (Board) meeting, the Board adopted resolution a approving the Second Amended and Restated Joint Exercise of Powers Agreement for Pioneer. The bulk of the changes were clarifying or clerical in nature. The most substantive change was to Section 19, Amendment. The current process requires all amendments to the JPA be individually approved by each Voting Member, resulting in complications and delays. The proposed language provided remedies this by eliminating this requirement for certain amendments and allowing the Board to approve such amendments to the JPA with a two-thirds vote after providing notice to Voting Members.

Subsequently, at the January 23, 2024 Rocklin City Council meeting, the City Council adopted all the proposed amendments, with the request that Section 14. A and B (Section 14) be included in Section 19 with the intention any amendments to Section 14 would need to be brought to the Member Agencies for approval. Section 14 of the JPA relates to a Member withdrawal from the JPA.

At the June 20, 2024, Pioneer Board meeting (Attachment 4), the Board adopted the City of Rocklin's amendment, as well as an amendment from the Town of Loomis to extend the notification period to Members of amendments to the JPA from thirty (30) days to forty-five (45) days and to update a Job Title in the JPA from Executive Director to Chief Executive Officer (Attachment 2).

Due to the Second Amended and Restated JPA not being unanimously approved by the Voting Members, the amendments approved at the January 23, 2024, Rocklin City Council meeting need to be re-adopted, along with amendments proposed by the City of Rocklin and Town of Loomis. All amendments are included in the Revised Second Amended and Restated JPA.

The Pioneer Board is expected to execute the Revised Second Amended and Restated JPA at the September 19, 2024, Pioneer Board meeting.

Staff recommends that the City Council adopt a Resolution authorizing the Mayor to execute the Revised Second Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy.

Fiscal Impact:

There is no direct fiscal impact to the staff recommendation.

ATTACHMENTS:

- [2. Resolution Exhibit A - Revised Second Amended and Restated Joint Powers Agreement](#)
- [3. Revised Second Amended and Restated Joint Powers Agreement \(Redlined Version\)](#)
- [4. Staff Report - June 20, 2024 Pioneer Community Energy Board of Directors Meeting](#)
- [1. Resolution](#)

REVISED

SECOND AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY

This Revised Second Amended and Restated Joint Exercise of Powers Agreement (hereafter “Agreement” or “Revised JPA”) amends and restates the Amended and Restated Joint Exercise of Powers Agreement (“Amended and Restated JPA”), with the effective date of February 22, 2017, for PIONEER COMMUNITY ENERGY, (hereafter “Pioneer”), as amended and executed pursuant to Amendments No. 1 through 5, by and among the Voting Members (including the New Voting Members) and the Associate Members listed in Exhibit A to this Agreement, all public entities of the State of California who become signatories to this Agreement, and relates to the joint exercise of powers among all of the signatories hereto either as Voting Members or Associate Members (hereafter collectively referred to as the “Members”).

RECITALS:

- A. Whereas, each of the Members has a vested interest in the economic well-being of its respective jurisdiction and the region as a whole as well as energy efficiency and clean energy growth and development;
- B. Whereas, the Members desire to enter into this Agreement to provide for local control of energy resources, the adoption of programs to foster economic development, energy efficiency, and resource conservation, and to further define and describe the scope of powers to be exercised by Pioneer;
- C. Whereas, the Members share various powers under California law, including but not limited to the power to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, and the power to enter into voluntary contractual assessments with property owners to provide financing for the installation of public and private improvements authorized within their jurisdictions;
- D. Whereas, the purposes for entering into this restated Agreement include, but are not limited to:
 - 1) Providing electric power and other forms of energy to customers at a competitive cost;
 - 2) Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources and the overall power supply portfolio.
 - 3) Carrying out programs to reduce energy consumption;
 - 4) Stimulating and sustaining the local economy by developing local jobs in renewable energy; and
 - 5) Reducing greenhouse gas emissions related to the use of electric power and other forms of energy in Placer County and neighboring regions;

- E. Whereas, it is the intent of this Agreement to promote the development and use of a wide range of energy sources and energy efficiency programs, including but not limited to hydroelectric, biomass, landfill gas, conversion of waste-to-energy, solar, and wind energy production;
- F. Whereas, Pacific Gas and Electric and Liberty Energy are the investor owned providers of retail electric service throughout the Voting Member jurisdictions and a Community Choice Aggregator is authorized to aggregate electrical load served by such investor owned providers within its members' jurisdiction. Each of the Voting Members must adopt an ordinance electing to implement through Pioneer a common Community Choice Aggregation pursuant to California Public Utilities Code Sections 331.1(b) and 366.2(12)(A).
- G. Whereas, on September 9, 2015 the County of Placer and the City of Colfax entered into the original Joint Exercise of Powers Agreement for the purpose of establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code Section 6500, et seq.; and
- H. Whereas, the Amended and Restated JPA became effective on February 22, 2017 and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members of the Joint Exercise of Powers Agreement and established a Community Aggregation Program within the jurisdictions of the Voting Members; and
- I. Whereas, Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy, as it is known today; and
- J. Whereas, Amendment No. 1 to the Amended and Restated JPA, which was approved by the Governing Board on December 27, 2020 and became effective March 9, 2021, authorized the County of El Dorado and the City of Placerville to become Voting Members; and
- K. Whereas, Amendments No. 2 through 4 to the Amended and Restated JPA made certain changes to the Amended and Restated JPA; and
- L. Whereas, Amendment No. 5 to the Amended and Restated JPA, which was approved by the Governing Board on October 25, 2022 and became effective February 27, 2023, authorized the City of Nevada City and the City of Grass Valley as Voting Members; and
- M. Whereas, on January 18, 2024, the Governing Board approved the Second Amended and Restated Joint Powers Agreement to clean-up and streamline the approval process for future amendments to the Agreement; and
- N. Whereas, the Second Amended and Restated Joint Powers Agreement did not receive a unanimous vote of all of the governing bodies of the Voting Members;
- O. Whereas, the Board of Directors wish to amend the proposed Second Amended and Restated Joint Powers Agreement approved by the Board of Directors on

January 18, 2024 to incorporated the requested amendments of the Voting Members.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the Members hereto agree to establish a joint powers authority as follows:

Section 1. Authority for this Joint Exercise of Powers Agreement

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of power common to the counties and public agencies and other powers specified therein (hereinafter the “Act”). Under Sections 6505 and 6507 of the Act, Pioneer is a public agency separate from its Members. As provided by Section 6508.1 of the Act, and Section 12 hereof the debts, liabilities or obligations of Pioneer shall not be the debts, liabilities or obligations of the individual Members, unless the governing body of a Member agrees in writing to assume any of those debts, liabilities or obligations.

The Members are each empowered by the laws of the State of California to exercise, in their respective jurisdictions, the powers set forth herein, including but not limited to the power to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, and the power to enter into voluntary contractual assessments with properties owners for authorized improvements within their jurisdictions.

Section 2. Purpose of Agreement

The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to the Members and other powers granted to Pioneer under the Act, to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs, to exercise all other powers necessary and incidental to accomplishing these purposes, and to provide a Community Choice Aggregation (hereinafter “CCA”) Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2, and as further described in Section 10.

Without limiting the generality of the foregoing, the Members also intend for this Agreement to be used as a mechanism by which Voting Members and non-voting Associate Members may authorize Pioneer to provide Property Assessed Clean Energy (“PACE”) Programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, Division 7 of the California Streets and Highways Code (“Chapter 29”). Pioneer may provide PACE Programs pursuant to Chapter 29 within the boundaries of each Voting Member as set forth in Section 10(C) herein, and within the boundaries of each non-voting Associate Member as set forth in Sections 16 herein. The Members intend that other agreements with Associate Members shall define the terms and conditions associated with the implementation of the CCA Program, the PACE Program, and any other energy programs approved by Pioneer within the territorial jurisdiction of such Associate Members.

Section 3. Effective Date and Term

This Agreement shall be effective as a revised second amendment and restatement of the Original Agreement, and Pioneer shall continue to exist as a separate public agency under the terms of this Agreement after approval and signature of the Revised Second Amended and Restated Agreement by all Voting Members. This Agreement shall be in full force and effect

until terminated in the manner herein provided, subject to the rights of the Members to withdraw from Pioneer.

Section 4. Powers

Pioneer shall have all powers common to the Members, and such additional powers accorded to it by law, including the power to develop and implement comprehensive energy and resource development and conservation programs, as described herein. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by Pioneer within the territory of Pioneer shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act (CEQA). As required by Government Code Section 6509, the power of Pioneer is subject to the restrictions upon the manner of exercising power possessed by the City of Colfax.

Pioneer is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section 5C and Section 8:

- A. to make and enter into contracts;
- B. to employ agents and employees, including but not limited to an Chief Executive Officer;
- C. to acquire, contract, manage, maintain, and operate ally buildings, infrastructure, works, or improvements;
- D. to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;
- E. to lease any property;
- F. to sue and be sued in its own name;
- G. to incur debts, liabilities, obligations and to issue bonds, and to make and enter into agreements and other documents of any nature whatsoever as may be necessary or convenient in the exercise of the powers provided under the Marks-Roos Local Bond Pooling Act of 1985, as amended, and other provisions of California law that authorize public agencies to issue bonds and incur indebtedness, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et. seq.;
- H. to form subsidiary or independent corporations or entities, if necessary to carry out energy supply and energy conservation programs and to take advantage of legislative or regulatory changes;
- I. to deposit its money pursuant to Section 6505.5 of the Act and to invest its money which is not required for the immediate use of Pioneer, as Pioneer determines is

advisable in the same manner and upon the same conditions as local agencies, pursuant to Section 53635 of the California Government Code;

- J. to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;
- K. to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;
- L. to adopt rules, regulations, policies, bylaws and procedures governing the operation of Pioneer (“Operating Rules and Regulations”);
- M. to establish and operate a CCA program, and make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program, including the acquisition of electric power supply and the provision of retail and regulatory support services;
- N. to establish and operate one or more PACE programs pursuant to Chapter 29, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of Pioneer;
- O. to establish a non-voting “Associate Member” status that provides membership in Pioneer to jurisdictions that are outside jurisdictional boundaries of Pioneer’s Voting Members, but within whose boundaries a PACE, CCA, or other energy program is established and implemented by Pioneer on behalf of the Associate Member. Said jurisdictions shall adopt one or more agreements (a “PACE Agreement”, “CCA Agreement”, or other energy program agreement, as applicable) on terms and conditions established by Pioneer. The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement, CCA Agreement or other energy program agreement for the purposes of implementing the PACE Program, CCA Program or other energy program, respectively, within the jurisdictional boundaries of the Associate Member. Except as expressly provided for by the PACE Agreement, CCA Agreement or other energy program agreement, Associate Members shall not have any rights otherwise granted to Pioneer Members by this Agreement, including but not limited to the right to vote, the right to amend this Agreement and the right to sit on committees or boards established under this Agreement;
- P. to execute agreements for the purpose of authorizing Pioneer to implement, manage and administer area-wide and regional programs in the interest of providing energy supply, development of energy generation, energy efficiency, resource conservation, local public welfare and other economically related energy programs. The costs incurred by Pioneer in implementing a program, including indirect costs, shall be costs of Pioneer and shall not be assessed to the Members, unless approved by the Governing Body of the Member.

Section 5. Governance and Internal Organization

- A. Governing Board. The governing body of Pioneer shall consist of two (2) members of the Placer County Board of Supervisors, and one (1) member each for all other Voting Members, appointed respectively by each Voting Member that is or becomes a signatory to this Agreement (“Board Member”). The total number of Board Members shall equal the total number of Voting Members listed in Exhibit A plus one (1).

The Boards of Supervisors, City Councils and Town Councils of the Voting Members listed in Exhibit A shall respectively appoint such member(s) set out above and not less than one alternate member per Board Member. The term of office of each Board Member and respective alternate may be terminated at any time by the appointing Board of Supervisors, City Council or Town Council. The designated alternate shall have authority to attend, participate, and vote at any meeting of the Board whenever the regular member, for whom they are designated to act as an alternate, is absent from the meeting.

- B. Quorum. The majority of the members of the Board shall constitute a quorum. No action may be taken by the Board unless a quorum is present, except that less than a quorum may adjourn a meeting from time to time.
- C. Powers and Function of Board. The Board will exercise governance, policy guidance and oversight over the business and activities of Pioneer, consistent with this Agreement and applicable law. Unless otherwise specified in Section 8, action by Pioneer Board will be taken by majority vote of the Board Members present.
- D. Chairperson. The Chairperson and Vice Chairperson of the Board shall be selected by the Board from its members. The term of office of the Chairperson and Vice Chairperson shall each be one calendar year.
- E. Secretary. The Board shall appoint a Secretary to the Board who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of Pioneer.
- F. Meetings. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act, Division 2, Chapter 9 of the California Government Code (hereafter, the “Brown Act”). The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law.
- G. Bylaws. The Board shall adopt bylaws for the conduct of business that shall not be inconsistent with the provisions of this Agreement, and the laws of the State of California.

- H. Board Member Compensation. Board Members shall serve without compensation from Pioneer. However, Board Members may be compensated by their respective appointing authorities. The Board, however, may adopt by resolution a policy relating to the reimbursement by Pioneer of expenses incurred by Board Members.

Section 6. Chief Executive Officer and Other Staff

- A. Chief Executive Officer. The Board shall appoint a Chief Executive Officer for Pioneer, who shall be responsible for the day-to-day operation and management of Pioneer. The Chief Executive Officer may exercise all powers of Pioneer, except the powers specifically set forth in Section 4, or those powers that by law must be exercised by the Board. The Chief Executive Officer shall hire and supervise any Pioneer employees or consultants.
- B. Chief Executive Officer Reports to the Board. The Chief Executive Officer shall prepare, no later than the 20th day of each first month of each fiscal quarter, a report to the Board on the operations of Pioneer during the preceding fiscal quarter. The Bylaws shall specify the information to be included in the Chief Executive Officer's reports.
- C. Services Providers. The Chief Executive Officer may appoint one or more services providers to serve as Pioneer's agent(s) for planning, implementing, operating and administering the PACE Program, the CCA Program, and any other program approved by the Board, in accordance with the provisions of a written agreement between Pioneer and the appointed administrative services provider or providers (a "Services Agreement"). The appointed services provider may be one of the Voting Members. A Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the PACE Program, the CCA Program and other approved programs. The Services Agreement shall set forth the term of the Agreement and the circumstances under which the Services Agreement may be terminated by Pioneer. This section shall not in any way be construed to limit the discretion of Pioneer to hire its own employees to administer the PACE Program, the CCA Program or any other program.
- D. Independent Monitor. The Board may appoint or contract for the services of an independent monitor to review programs operated by Pioneer and to report to the Board.
- E. Advisory Commissions, Boards or Committees. The Board may establish any advisory commissions, boards, and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement which shall comply with the requirements of the Brown Act. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees.

Section 7. Treasurer and Auditor-Controller

The Governing Board shall appoint a Treasurer for Pioneer. The Treasurer shall be the depository of Pioneer and shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The duties and obligations of the Treasurer are further specified in Section 9. The Governing Body shall appoint an Auditor-Controller for Pioneer in compliance with the Act. The Auditor-Controller of Pioneer shall make or contract with a certified public accountant to cause an annual audit in compliance with Section 6506 of the Act. Pioneer of the Board to appoint a Treasurer and Auditor/Controller shall include Pioneer to combine both offices to be held by one officer or employee pursuant to section 6505.6 of the Act.

Section 8. Special Voting Requirements and Voting Shares

- A. Involuntary Termination. Action of the Board on matters set forth in Section 15A (involuntary termination of a Member) shall require the affirmative vote of at least two-thirds of the Board Members; provided, however, the Member subject to involuntary termination may not vote, and the number of Board Members constituting two-thirds of all Board Members shall be recalculated as if the Voting Member subject to possible termination were not a Voting Member.
- B. Amendment. Action of the Board on matters set forth in Section 19 (amendment of this Agreement) shall require an affirmative vote of at least two-thirds of the Board members.
- C. Eminent Domain. A decision to exercise the power of eminent domain on behalf of Pioneer to acquire any property interest other than an easement, right-of-way, or temporary construction easement shall require a vote of at least two-thirds of all Board Members.
- D. Contributions by Members. The imposition on any Member of any obligation to make contributions or pledge assets as a condition of continued participation in the PACE Program, the CCA Program, or other energy programs shall require a vote of at least two-thirds of all Board Members and the approval of the governing boards of the Members and Associate Members who are being asked to make such contribution or pledge.

Section 9. Financial Provisions

- A. Fiscal Year. For the purposes of this Agreement, Pioneer shall have such fiscal year from July 1 to and including the following June 30.
- B. Depository. All funds of Pioneer shall be held in separate accounts in the name of Pioneer and not commingled with funds of any Member or any other person or entity. All funds of Pioneer shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of Pioneer shall be open to inspection by the Members at all reasonable times, The Board shall contract with a certified public accountant to make an annual audit of the accounts and records of Pioneer, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

- C. Expenditures. All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.
- D. Budget. The initial budget shall be approved by the Board. The Board may revise the budget from time to time through an Pioneer Document as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of Pioneer shall be approved by the Board in accordance with the Operating Rules and Regulations.
- E. Funding of Initial Costs. The County of Placer funded certain activities necessary to implement the CCA Program. These costs were repaid in full when the CCAP Program became operational.
- F. CCA Program Costs. The Members desire that all costs incurred by Pioneer that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services provided under the CCA Program, including but limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

Section 10. Implementation Action and Pioneer Documents

- A. Each Member shall adopt an ordinance or resolution in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Member intends to implement a CCA Program by and through its participation in Pioneer.
- B. Each Member that wishes to participate in the CCA Program shall adopt a resolution expressing its desire to become a Member to this Agreement, and its intention to have the territory of the Member's jurisdiction included in the service territory of the CCA.
- C. Each New Voting Member that wishes to participate in the PACE Program shall adopt a resolution authorizing it to become a Voting Member under this Agreement. Execution by such New Voting Member of this Agreement shall constitute consent to Pioneer undertaking contractual assessment proceedings under Chapter 29 for all of the properties in such New Voting Member's incorporated area and to the contractual assessment financing of certain improvements (as enumerated from time to time in Chapter 29, "Improvements") by Pioneer, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to Pioneer's PACE Program, and to the assumption of jurisdiction thereover by Pioneer for the purposes thereof. Execution by such New Voting Member of this Agreement shall also serve to authorize Pioneer to take each step required for it to provide contractual assessment financing for the Improvements, including the levying, collecting and enforcement of contractual assessments to finance the

Improvements and the issuance and enforcement of bonds and other financing instruments to represent and be secured by such contractual assessments. The New Voting Members shall not be required to adopt a PACE Agreement and shall not be subject to the rights and obligations set forth therein, but shall instead, upon becoming Voting Members hereunder, be subject to the rights and obligations expressly set forth herein.

Pioneer may additionally provide PACE Programs pursuant to Chapter 29 within the boundaries of non-voting Associate Members, as described further in Section 16 herein.

- D. Implementation Plan and Statement of Intent. Pioneer shall cause to be prepared an Implementation Plan and Statement of Intent meeting the requirements of California Public Utilities Code Section 366.2 and any applicable California Public Utilities Commission regulations. The Implementation Plan and Statement of Intent shall specify the service territory of the CCA to be within the boundaries of the Member jurisdictions that have taken the actions specified in A and B above. The Implementation Plan and Statement of Intent shall not be filed with the California Public Utilities Commission until it is approved by the Board in the manner provided by Section 5.

If a City or County adopts an ordinance and resolution pursuant to A and B above, expressing its desire to become a Member to this Agreement subsequent to the filing of the then most recently filed Implementation Plan and Statement of Intent, the Board shall direct the preparation and filing of a new or amended Implementation Plan and Statement of Intent to include the territory of the County or City as soon as reasonably practicable. The Board may require the County or City to pay the cost of preparation and submission of the Implementation Plan and Statement of Intent. Upon California Public Utilities Commission certification of the new or amended Implementation Plan and Statement of Intent, the Board shall take an action to approve the membership of the County or City. The County or City shall then be entitled to all rights under this Agreement, including a seat on the Board and voting rights pursuant to Section 5.A and Section 8.

- E. Termination of CCA and PACE Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of Pioneer to terminate the implementation or operation of the CCA or the PACE Program at any time in accordance with any applicable requirements of state law.
- F. Pioneer Documents. The Members acknowledge and agree that the affairs of Pioneer will be implemented through various documents duly adopted by the Board through Board resolution. The Members agree to abide by and comply with the terms and conditions of all such documents that may be adopted by the Board, subject to the Members' right to withdraw from Pioneer as described in Section 14.

Section 11. Records and Reports

The Board shall establish reporting requirements and direct staff to maintain such reports, including, but not limited to, funds and accounts as may be required by good accounting practice

or by law. All books and records of Pioneer shall be open to inspection at all reasonable times by any Member to this Agreement or its representatives. Annual audits of Pioneer's accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the California Government Code.

Section 12. Debts, Liabilities and Obligations

Pioneer is a public agency separate from the Members. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of Pioneer shall not be debts, liabilities or obligations of the individual Members unless the governing board of a Member agrees in writing to assume any of the debts, liabilities or obligations of Pioneer. A Member who has not agreed to assume a Pioneer debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Members agree to assume the debt, liability or obligation of Pioneer. Should any debt, liability or obligation of Pioneer not be waived or allowed payable through assets of Pioneer, none of the County or City members shall be liable, except as provided by Government Code sections 895 through 895.8.

Section 13. Insurance and Indemnity

Pioneer shall acquire and maintain such insurance coverage as is necessary to protect the interests of Pioneer, the Members, and the public. The insurance shall also contain a written endorsement to such policy or policies, which names each of the Voting Members as additional insureds. Pioneer shall defend, indemnify, and hold harmless the Members, and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of Pioneer under this Agreement.

Section 14. Withdrawal

- A. Right to Withdraw by Voting Member. A Voting Member may withdraw its participation in the CCA Program, effective as of the beginning of Pioneer's fiscal year, by giving no less than 12 months advance written notice of its election to do so, which notice shall be given to Pioneer and each Voting Member. Withdrawal of a Voting Member shall require an affirmative vote of its governing board.
- B. Right to Withdraw By Voting Member After Amendment. Notwithstanding Section 14A, a Voting Member may withdraw its membership in Pioneer following an amendment to this Agreement adopted by the Board which the Board Member appointed as the representative of a Voting Member voted against provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Member shall require an affirmative vote of its governing board and shall not be subject to the twelve month advance notice provided in Section 14A. In the event of such withdrawal, the Member shall be subject to the provisions of Section 15B.
- C. Continuing Liability; Further Assurances. A Voting Member that withdraws its participation in the CCA Program may be subject to certain continuing liabilities, as described in Section 15B. The withdrawing Voting Member and Pioneer shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to

effectuate the orderly withdrawal of such Voting Member from participation in the CCA Program.

- D. **Withdrawal of Associate Member.** The rights of an Associate Member to withdraw from Pioneer shall be governed by the applicable PACE Agreement or CCC Agreement.

Section 15. Termination

- A. **Involuntary Termination of a Member.** Participation of a Member in the CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Member's participation in the CCA Program upon a vote of Board Members as provided in Section 8A. Prior to any vote to terminate participation with respect to a Member, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Member whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement that the Member has allegedly violated. The Member subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Member that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 15B.
- B. **Continuing Liability; Refund.** Upon a withdrawal or involuntary termination of a Member, the Member shall remain responsible for any claims, demands, damages, or liabilities arising from the Member's membership or participation in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Member shall not be responsible for any liabilities arising after the date of the Member's withdrawal or involuntary termination. Claims, demands, damages, or liabilities for which a withdrawing or terminated Member may remain liable include, but are not limited to, losses from the resale of power contracted for by Pioneer to serve the Member's load. With respect to such liability, upon notice by an Member that it wishes to withdraw from the program, Pioneer shall notify the Member of the minimum waiting period under which the Member would have no costs for withdrawal if the Member agrees to stay in the CCA Program for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining ratepayers. If the Member elects to withdraw before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset actual costs to the remaining ratepayers, and may not include punitive charges that exceed actual costs. In addition, such Member also shall be responsible for any costs or obligations associated with the Member's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Member. Pioneer may withhold funds otherwise owing to the Member or may require the Member to deposit sufficient funds with Pioneer, as reasonably determined by Pioneer and approved by a vote of the Board, to cover the Member's liability for the costs described above. Any amount of the Member's

funds held on deposit with Pioneer above amounts not required to pay any liabilities or obligations shall be returned to the Member. The liability of any Member under this section 15B is subject and subordinate to the provisions of Section 12, and nothing in this section 15B shall reduce, impair, or eliminate any immunity from liability provided by Section 12.

- C. **Mutual Termination.** This Agreement may be terminated by mutual agreement of all the Voting Members; provided, however, the foregoing shall not be construed as limiting the rights of a Voting Member to withdraw its participation in the CCA Program, as described in Section 14A.
- D. **Disposition of Property upon Termination of Pioneer.** Upon termination of this Agreement, any surplus money or assets in possession of Pioneer for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Voting Members in proportion to the contributions made by each. If no such contributions have been made, then such surplus after payment of all liabilities, costs, expenses, and charges shall be distributed to each Voting Member based on Annual Energy Use Divided by Total Annual Energy, multiplied by 100. “Annual Energy Use” means the annual electricity usage, expressed in kilowatt hours (“kWh”) within the Voting Member’s respective jurisdiction, and “Total Annual Energy” means the sum of all the Members Annual Energy Use. All measures of kilowatt hours shall be set using the electric load forecast upon which the current annual budget was based. If a Member has more than one Board Member, the distribution will be made pursuant to the above calculation as it relates to the respective jurisdiction.
- E. **Negotiations with Associate Members.** If the Voting Members wish to terminate this Agreement, or if the Voting Members elect to withdraw from the CCA Program following an amendment to this Agreement as provided in Section 14B, but two or more Associate Members wish to continue to participate in the CCA Program, the Voting Members will negotiate in good faith with such Associate Members to allow the Associate Members to become the Voting Members to this Agreement or to effect a transfer of CCA Program operations to another entity.

Section 16. Associate Members

- A. With the approval of the Board, any qualified public agency (as defined by Section 6500 of the JPA law) may become a non-voting Associate Member of this Agreement for purposes of participating in the CCA Program. A public agency requesting such membership may apply by presenting to Pioneer a resolution of the public agency approving of this form of participation.
- B. Any qualified public agency (as defined by Section 6500 of the JPA law) may become a non-voting Associate Member of this Agreement for purposes of participating in the PACE Program upon (i) such qualified public agency (a) adopting a resolution expressing its desire to become a non-voting Associate Member to this Agreement and authorizing the implementation of a PACE Program within the boundaries of its jurisdiction and (b) executing a PACE

Agreement and (ii) the Board approving the qualified public agency as a non-voting Associate Member.

- C. The date and terms upon which the applying public agency will become a non-voting Associate Member will be determined by the Board and set forth in a CCA Agreement or PACE Agreement, as applicable.

Section 17. Termination of Powers

Pioneer shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

Section 18. Disposition of Assets; Property and Money

Upon termination of this Agreement under Section 15, all costs, expenses, and charges legally incurred by Pioneer shall be paid and discharged; and Pioneer shall sell such property as may be necessary and shall distribute to the federal or State government such property and funds as are lawfully required; the balance of such property and any surplus money on hand shall be distributed or returned in proportion to contributions made by the affected Members except to the extent otherwise agreed upon by the affected Members.

Section 19. Amendments

This Agreement may only be amended by a written amendment approved by a vote of Board Members as provided in Section 8. Amendments to Sections 4, 14.A. and B of this Agreement, and the addition of new Voting Members shall also be separately approved by a duly adopted resolution of the governing board of each Member. Pioneer shall provide written notice to all Members of amendments to this Agreement at least forty-five (45) days prior to the date upon which the proposed amendment is being considered by the Board. If the proposed amendment is adopted by the Board, the Authority shall provide prompt written notice to all Members of the effective date of such amendment along with a copy of the amendment.

Section 20. Severability

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions of provisions shall not be affected thereby.

Section 21. Entire Agreement

This Agreement contains the entire agreement between the Members and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except as provided in Section 19.

Section 22. Counterparts and Effective Date

This Agreement may be executed in counterparts and be as valid and binding as if each Member signed the same copy. A faxed copy of the executed signature page shall be sufficient to cause the terms of this Agreement to become fully operative. The effective date of the Agreement shall be the date that the last Voting Member has executed this Agreement.

WITNESS THE AGREEMENT HEREOF the date set opposite our respective entities:

IN WITNESS WHEREOF, the parties have executed this Revised Second Amended and Restated Joint Powers Agreement.

EXECUTED ON

COUNTY OF EL DORADO, a political
subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

COUNTY OF PLACER, a political
subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF AUBURN, a Municipal Corporation

And approved as to form _____

ATTEST:

By _____
Mayor, City Council

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF COLFAX, a Municipal Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF GRASS VALLEY, a Municipal
Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF LINCOLN, a Municipal Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF NEVADA CITY, a Municipal
Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF PLACERVILLE, a Municipal
Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF ROCKLIN, a Municipal Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

TOWN OF LOOMIS, a Municipal Corporation

And approved as to form _____

By _____
Mayor, Town Council

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

Exhibit A

Voting Members and Associate Members

Section A.1 Voting Members

City of Auburn

City of Colfax

City of Grass Valley

City of Lincoln

City of Nevada City

City of Placerville

City of Rocklin

County of El Dorado

County of Placer

Town of Loomis

Section A.2 Associate Members

City of Folsom

County of Sacramento

Town of Truckee

REVISED

**SECOND AMENDED AND RESTATED JOINT EXERCISE OF POWERS
AGREEMENT FOR ~~THE SIERRA VALLEY~~PIONEER COMMUNITY
ENERGY ~~AUTHORITY~~**

~~THIS~~This Revised Second Amended and Restated Joint Exercise of Powers Agreement (hereafter “Agreement” or “Revised JPA”) amends and restates the Amended and Restated Joint Exercise of Powers Agreement ~~for the SIERRA VALLEY~~ (“Amended and Restated JPA”), with the effective date of February 22, 2017, for PIONEER COMMUNITY ENERGY ~~AUTHORITY~~, (hereafter “~~Authority~~”) ~~originally entered as of September 9, 2015, (the “Original Agreement”) which was by and between the COUNTY OF PLACER, and the CITY OF COLFAX, both~~Pioneer”), as amended and executed pursuant to Amendments No. 1 through 5, by and among the Voting Members (including the New Voting Members) and the Associate Members listed in Exhibit A to this Agreement, all public entities of the State of California. ~~By this amendment and restatement it becomes a Joint Exercise of Powers Agreement by and between the COUNTY OF PLACER, the CITY OF COLFAX and the cities of Rocklin, Lincoln and Auburn and the town of Loomis within the County of Placer who become signatories to this Agreement (the “New Voting Members”, and together with the County of Placer and the City of Colfax, the “Voting Members”), as well as those local agencies that become signatories to this Agreement as Associate Members,~~ and relates to the joint exercise of powers among all of the signatories hereto either as Voting Members or Associate Members (hereafter collectively referred to as the “Members”).

RECITALS:

- A. Whereas, each of the Members has a vested interest in the economic well-being of its respective jurisdiction and the region as a whole as well as energy efficiency and clean energy growth and development;
- B. Whereas, the Members desire to enter into this Agreement to provide for local control of energy resources, the adoption of programs to foster economic development, energy efficiency, and resource conservation, and to further define and describe the scope of powers to be exercised by ~~the Authority~~Pioneer;
- C. Whereas, the Members share various powers under California law, including but not limited to the power to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, and the power to enter into voluntary contractual assessments with property owners to provide financing for the installation of public and private improvements authorized within their jurisdictions;
- D. Whereas, the purposes for entering into this restated Agreement include, but are not limited to:
 - 1) Providing electric power and other forms of energy to customers at a competitive cost;

- 2) Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources and the overall power supply portfolio.
 - 3) Carrying out programs to reduce energy consumption;
 - 4) Stimulating and sustaining the local economy by developing local jobs in renewable energy; and
 - 5) Reducing greenhouse gas emissions related to the use of electric power and other forms of energy in Placer County and neighboring regions;
- E. Whereas, it is the intent of this Agreement to promote the development and use of a wide range of energy sources and energy efficiency programs, including but not limited to hydroelectric, biomass, landfill gas, conversion of waste-to-energy, solar, and wind energy production;
- F. Whereas, Pacific Gas and Electric and Liberty Energy are the investor owned providers of retail electric service throughout the Voting Member jurisdictions and a Community Choice Aggregator is authorized to aggregate electrical load served by such investor owned providers within its members' jurisdiction. Each of the Voting Members must adopt an ordinance electing to implement through ~~the Authority~~PioneerPioneer a common Community Choice Aggregation pursuant to California Public Utilities Code Sections 331.1(b) and 366.2(12)(A).¶
- G. Whereas, on September 9, 2015 the County of Placer and the City of Colfax entered into the original Joint Exercise of Powers Agreement for the purpose of establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code Section 6500, et seq.; and ¶
- H. Whereas, the Amended and Restated JPA became effective on February 22, 2017 and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members of the Joint Exercise of Powers Agreement and established a Community Aggregation Program within the jurisdictions of the Voting Members; and¶
- I. Whereas, Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy, as it is known today; and ¶
- J. Whereas, Amendment No. 1 to the Amended and Restated JPA, which was approved by the Governing Board on December 27, 2020 and became effective March 9, 2021, authorized the County of El Dorado and the City of Placerville to become Voting Members; and ¶
- K. Whereas, Amendments No. 2 through 4 to the Amended and Restated JPA made certain changes to the Amended and Restated JPA; and¶
- L. Whereas, Amendment No. 5 to the Amended and Restated JPA, which was approved by the Governing Board on October 25, 2022 and became effective

February 27, 2023, authorized the City of Nevada City and the City of Grass Valley as Voting Members; and ¶

- M. Whereas, ~~the Voting Members wish to amend and restate the~~ on January 18, 2024, the Governing Board approved the Second Amended and Restated JPA Joint Powers Agreement to clean-up and streamline the ~~Agreement~~ approval process for future amendments to the Agreement; and¶
- N. Whereas, the Second Amended and Restated Joint Powers Agreement did not receive a unanimous vote of all of the governing bodies of the Voting Members; ¶
- O. Whereas, the Board of Directors wish to amend the proposed Second Amended and Restated Joint Powers Agreement approved by the Board of Directors on January 18, 2024 to incorporated the requested amendments of the Voting Members.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the Members hereto agree to establish a joint powers authority as follows:

Section 1. Authority for this Joint Exercise of Powers Agreement

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of power common to the counties and public agencies and other powers specified therein (hereinafter the “Act”). Under Sections 6505 and 6507 of the Act, ~~the Authority Pioneer Pioneer~~ is a public agency separate from its Members. As provided by Section 6508.1 of the Act, and Section 12 hereof the debts, liabilities or obligations of ~~the Authority Pioneer Pioneer~~ shall not be the debts, liabilities or obligations of the individual Members, unless the governing body of a Member agrees in writing to assume any of those debts, liabilities or obligations.

The Members are each empowered by the laws of the State of California to exercise, in their respective jurisdictions, the powers set forth herein, including but not limited to the power to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, and the power to enter into voluntary contractual assessments with properties owners for authorized improvements within their jurisdictions.

Section 2. Purpose of Agreement

The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to the Members and other powers granted to Pioneer under the ~~Authority Pioneer under the~~ Act, to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs, to exercise all other powers necessary and incidental to accomplishing these purposes, and to provide a Community Choice Aggregation (hereinafter “CCA”) Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2, and as further described in Section 10.

Without limiting the generality of the foregoing, the Members also intend for this Agreement to be used as a mechanism by which Voting Members and non-voting Associate Members may authorize ~~the Authority Pioneer Pioneer~~ to provide Property Assessed Clean Energy (“PACE”) Programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, Division 7 of the California Streets and Highways Code (“Chapter 29”). ~~The Authority Pioneer Pioneer~~ may

provide PACE Programs pursuant to Chapter 29 within the boundaries of each Voting Member as set forth in Section 10(C) herein, and within the boundaries of each non-voting Associate Member as set forth in Sections 16 herein. The Members intend that other agreements with Associate Members shall define the terms and conditions associated with the implementation of the CCA Program, the PACE Program, and any other energy programs approved by ~~the AuthorityPioneerPioneer~~ within the territorial jurisdiction of such Associate Members. ~~As of the Effective Date of this Agreement, the Associate Members include the County of Nevada, County of Sacramento, City of Grass Valley, City of Folsom, City of Nevada City and Town of Truckee.~~

Section 3. Effective Date and Term

This Agreement shall be effective as ~~anaa revised~~ second amendment and restatement of the Original Agreement, and ~~the AuthorityPioneerPioneer~~ shall continue to exist as a separate public agency under the terms of this Agreement ~~upon executionafterafter~~ approval and signature of the ~~Revised~~ Second Amended and Restated Agreement by ~~the County of PlacerNew Members and after the City of ColfaxCalifornia Public Utilities Commission certifies the Implementation Plan filed by Pioneer to include the Newall Voting~~ Members. This Agreement shall be in full force and effect until terminated in the manner herein provided, subject to the rights of the Members to withdraw from ~~the AuthorityPioneerPioneer~~.

Section 4. Powers

~~The AuthorityPioneerPioneer~~ shall have all powers common to the Members, and such additional powers accorded to it by law, including the power to develop and implement comprehensive energy and resource development and conservation programs, as described herein. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by ~~the AuthorityPioneerPioneer~~ within the territory of ~~the AuthorityPioneerPioneer~~ shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act (CEQA). As required by Government Code Section 6509, the power of ~~the AuthorityPioneerPioneer~~ is subject to the restrictions upon the manner of exercising power possessed by the City of Colfax.

~~The AuthorityPioneerPioneer~~ is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section ~~SC~~5C and Section 8:

- A. to make and enter into contracts;
- B. to employ agents and employees, including but not limited to an ~~Chief~~ Executive ~~Director~~Officer;
- C. to acquire, contract, manage, maintain, and operate ally buildings, infrastructure, works, or improvements;
- D. to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;
- E. to lease any property;

- F. to sue and be sued in its own name;
- G. to incur debts, liabilities, obligations and to issue bonds, and to make and enter into agreements and other documents of any nature whatsoever as may be necessary or convenient in the exercise of the powers provided under the Marks-Roos Local Bond Pooling Act of 1985, as amended, and other provisions of California law that authorize public agencies to issue bonds and incur indebtedness, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et. seq.;
- H. to form subsidiary or independent corporations or entities, if necessary to carry out energy supply and energy conservation programs and to take advantage of legislative or regulatory changes;
- I. to deposit its money pursuant to Section 6505.5 of the Act and to invest its money which is not required for the immediate use of ~~the AuthorityPioneer~~, as the ~~AuthorityPioneer~~Pioneer, as Pioneer determines is advisable in the same manner and upon the same conditions as local agencies, pursuant to Section 53635 of the California Government Code;
- J. to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;
- K. to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;
- L. to adopt rules, regulations, policies, bylaws and procedures governing the operation of ~~the AuthorityPioneer~~Pioneer (“Operating Rules and Regulations”);
- M. to establish and operate a CCA program, and make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program, including the acquisition of electric power supply and the provision of retail and regulatory support services;
- N. to establish and operate one or more PACE programs pursuant to Chapter 29, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of ~~the AuthorityPioneer~~Pioneer;
- O. ~~○~~—to establish a non-voting “Associate Member” status that provides membership in ~~the AuthorityPioneer~~Pioneer to jurisdictions that are outside jurisdictional boundaries of ~~the AuthorityPioneer~~Pioneer’s Voting Members, but within whose boundaries a PACE, CCA, or other energy program is established and implemented by ~~the AuthorityPioneer~~Pioneer on behalf of the Associate Member. Said jurisdictions shall adopt one or more agreements (a “PACE Agreement”, “CCA Agreement”, or other energy program agreement, as applicable) on terms and conditions established by ~~the AuthorityPioneer~~Pioneer. The rights of Associate Members shall be limited solely to those terms and

conditions expressly set forth in the PACE Agreement, CCA Agreement or other energy program agreement for the purposes of implementing the PACE Program, CCA Program or other energy program, respectively, within the jurisdictional boundaries of the Associate Member. Except as expressly provided for by the PACE Agreement, CCA Agreement or other energy program agreement, Associate Members shall not have any rights otherwise granted to ~~AuthorityPioneerPioneer~~ Members by this Agreement, including but not limited to the right to vote, the right to amend this Agreement and the right to sit on committees or boards established under this Agreement;

- P. to execute agreements for the purpose of authorizing ~~the AuthorityPioneerPioneer~~ to implement, manage and administer area-wide and regional programs in the interest of providing energy supply, development of energy generation, energy efficiency, resource conservation, local public welfare and other economically related energy programs. The costs incurred by ~~the AuthorityPioneerPioneer~~ in implementing a program, including indirect costs, shall be costs of ~~the AuthorityPioneerPioneer~~ and shall not be assessed to the Members, unless approved by the Governing Body of the Member.

Section 5. Governance and Internal Organization

- A. Governing Board. The governing body of ~~the AuthorityPioneerPioneer~~ shall consist ~~of up to a eleven (11) person Board, consisting~~ of two (2) members of the Placer County Board of Supervisors, and one (1) member each for all other Voting Members, appointed respectively by ~~the El Dorado County Board of Supervisors, the Cities of Auburn, Colfax, Grass Valley, Rocklin, Lincoln, Nevada City, Placerville and the Town of Loomis~~each Voting Member that is or becomes a signatory to this Agreement (“Board Member”). The total number of Board Members shall equal the total number of Voting Members listed in Exhibit A plus one (1).

The ~~BoardBoardsBoards~~ of Supervisors ~~from Placer County, the Board of Supervisors from El Dorado County, and the City/~~, City Councils and Town Councils ~~set out above~~of the Voting Members listed in Exhibit A shall respectively appoint such member(s) set out above and not less than one alternate member per Board Member. The term of office of each Board Member and respective alternate may be terminated at any time by the appointing Board of Supervisors ~~or~~, City/ Council or Town Council. The designated alternate shall have authority to attend, participate, and vote at any meeting of the Board whenever the regular member, for whom they are designated to act as an alternate, is absent from the meeting.

- B. Quorum. The majority of the members of the Board shall constitute a quorum. No action may be taken by the Board unless a quorum is present, except that less than a quorum may adjourn a meeting from time to time.
- C. Powers and Function of Board. The Board will exercise governance, policy guidance and oversight over the business and activities of ~~the AuthorityPioneerPioneer~~, consistent with this Agreement and applicable law.

~~Action by the Authority~~Unless otherwise specified in Section 8, action by Pioneer Board will be taken by majority vote of the Board Members present.

- D. Chairperson. The Chairperson and Vice Chairperson of the Board shall be selected by the Board from its members. The term of office of the Chairperson and Vice Chairperson shall each be one calendar year.
- E. Secretary. The Board shall appoint a Secretary to the Board who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of ~~the Authority~~Pioneer.
- F. Meetings. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act, Division 2, Chapter 9 of the California Government Code (hereafter, the "Brown Act"). The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law.
- G. Bylaws. The Board shall adopt bylaws for the conduct of business that shall not be inconsistent with the provisions of this Agreement, and the laws of the State of California.
- H. Board Member Compensation. Board Members shall serve without compensation from ~~the Authority~~Pioneer. However, Board Members may be compensated by their respective appointing authorities. The Board, however, may adopt by resolution a policy relating to the reimbursement by ~~the Authority~~Pioneer of expenses incurred by Board Members.

Section 6. Chief Executive ~~Director~~Officer and Other Staff

- A. Chief Executive ~~Director~~Officer. The Board shall appoint ~~an~~ a Chief Executive ~~Director~~Officer for ~~the Authority~~Pioneer, who shall be responsible for the day-to-day operation and management of ~~the Authority~~Pioneer. The Chief Executive ~~Director~~Officer may exercise all powers of ~~the Authority~~Pioneer, except the powers specifically set forth in Section 4, or those powers that by law must be exercised by the Board. The Chief Executive ~~Director~~Officer shall hire and supervise any ~~Authority~~Pioneer employees or consultants.
- B. Chief Executive ~~Director~~Officer Reports to the Board. The Chief Executive ~~Director~~Officer shall prepare, no later than the 20th day of each first month of each fiscal quarter, a report to the Board on the operations of ~~the Authority~~Pioneer during the preceding fiscal quarter. The Bylaws shall specify the information to be included in the Chief Executive ~~Director~~Officer's reports. 

- C. Services Providers. The Chief Executive ~~Director~~Officer may appoint one or more services providers to serve as ~~the Authority Pioneer Pioneer~~'s agent(s) for planning, implementing, operating and administering the PACE Program, the CCA Program, and any other program approved by the Board, in accordance with the provisions of a written agreement between ~~the Authority Pioneer Pioneer~~ and the appointed administrative services provider or providers (a "Services Agreement"). The appointed services provider may be one of the Voting Members. A Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the PACE Program, the CCA Program and other approved programs. The Services Agreement shall set forth the term of the Agreement and the circumstances under which the Services Agreement may be terminated by ~~the Authority Pioneer Pioneer~~. This section shall not in any way be construed to limit the discretion of ~~the Authority Pioneer Pioneer~~ to hire its own employees to administer the PACE Program, the CCA Program or any other program.
- D. Independent Monitor. The Board may appoint or contract for the services of an independent monitor to review programs operated by ~~the Authority Pioneer Pioneer~~ and to report to the Board.
- E. Advisory Commissions, Boards or Committees. The Board may establish any advisory commissions, boards, and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement which shall comply with the requirements of the Brown Act. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees.

Section 7. Treasurer and Auditor-Controller

The Governing Board shall appoint a Treasurer for ~~the Authority Pioneer Pioneer~~. The Treasurer shall be the depository of ~~the Authority Pioneer Pioneer~~ and shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The duties and obligations of the Treasurer are further specified in Section 9. The Governing Body shall appoint an Auditor-Controller for ~~the Authority Pioneer Pioneer~~ in compliance with the Act. The Auditor-Controller of ~~the Authority Pioneer Pioneer~~ shall make or contract with a certified public accountant to cause an annual audit in compliance with Section 6506 of the Act. ~~The authority Pioneer Pioneer~~ of the Board to appoint a Treasurer and Auditor/Controller shall include ~~the authority Pioneer Pioneer~~ to combine both offices to be held by one officer or employee pursuant to section 6505.6 of the Act.

Section 8. Special Voting Requirements and Voting Shares

- A. Involuntary Termination ~~or Amendment~~. Action of the Board on ~~the~~ matters set forth in Section ~~14515A~~ (involuntary termination of a Member), ~~or section 18~~ (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of the Board Members; provided, however, the Member subject to

involuntary termination may not vote, and the number of Board Members constituting two-thirds of all Board Members shall be recalculated as if the Voting Member subject to possible termination were not a Voting Member.¶

- B. Amendment. Action of the Board on matters set forth in Section ~~18~~19 (amendment of this Agreement) shall require ~~the~~an affirmative vote of at least two-thirds of the Board Members.¶
- C. ~~B.~~ Eminent Domain. A decision to exercise the power of eminent domain on behalf of ~~the AuthorityPioneerPioneer~~ to acquire any property interest other than an easement, right-of-way, or temporary construction easement shall require a vote of at least two-thirds of all Board Members.
- D. ~~C.~~ Contributions by Members. The imposition on any Member of any obligation to make contributions or pledge assets as a condition of continued participation in the PACE Program, the CCA Program, or other energy programs shall require a vote of at least two-thirds of all Board Members and the approval of the governing boards of the Members and Associate Members who are being asked to make such contribution or pledge.

Section 9. Financial Provisions

- A. Fiscal Year. For the purposes of this Agreement, ~~the AuthorityPioneerPioneer~~ shall have such fiscal year from July 1 to and including the following June 30.
- B. Depository. All funds of ~~the AuthorityPioneerPioneer~~ shall be held in separate accounts in the name of ~~the AuthorityPioneerPioneer~~ and not commingled with funds of any Member or any other person or entity. All funds of ~~the AuthorityPioneerPioneer~~ shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of ~~the AuthorityPioneerPioneer~~ shall be open to inspection by the Members at all reasonable times, The Board shall contract with a certified public accountant to make an annual audit of the accounts and records of ~~the AuthorityPioneerPioneer~~, which shall be conducted in accordance with the requirements of Section 6505 of the Act.
- C. Expenditures. All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.
- D. Budget. The initial budget shall be approved by the Board. The Board may revise the budget from time to time through an ~~AuthorityPioneerPioneer~~ Document as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of ~~the AuthorityPioneerPioneer~~ shall be approved by the Board in accordance with the Operating Rules and Regulations.

- E. Funding of Initial Costs. The County of Placer ~~has~~ funded certain activities necessary to implement the CCA Program. ~~If the CCA Program becomes operational, these initial costs paid by the County of Placer shall be included in the customer charges for electric services as provided by Section 14 to the extent permitted by law, and the County of Placer shall be reimbursed from the payment of such charges by customers of the Authority. Prior to such reimbursement, the County of Placer shall provide such documentation of costs paid as the Board may request. In the event that the CCA~~ These costs were repaid in full when the CCAP Program ~~does not become~~ became operational, ~~the County of Placer shall not be entitled to any reimbursement of the initial costs it has paid from the Authority or any Member.~~
- F. CCA Program Costs. The Members desire that all costs incurred by ~~the Authority~~ Pioneer that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services provided under the CCA Program, including but limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

Section 10. Implementation Action and ~~Authority~~ Pioneer Documents

- A. Each Member shall adopt an ordinance or resolution in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Member intends to implement a CCA Program by and through its participation in ~~the Authority~~ Pioneer.
- B. Each Member that wishes to participate in the CCA Program shall adopt a resolution expressing its desire to become a Member to this Agreement, and its intention to have the territory of the Member's jurisdiction included in the service territory of the CCA.
- C. Each New Voting Member that wishes to participate in the PACE Program shall adopt a resolution authorizing it to become a Voting Member under this Agreement. Execution by such New Voting Member of this Agreement shall constitute consent to ~~Authority~~ Pioneer undertaking contractual assessment proceedings under Chapter 29 for all of the properties in such New Voting Member's incorporated area and to the contractual assessment financing of certain improvements (as enumerated from time to time in Chapter 29, "Improvements") by ~~Authority~~ Pioneer, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to ~~the Authority~~ Pioneer's PACE Program, and to the assumption of jurisdiction thereover by ~~Authority~~ Pioneer for the purposes thereof. Execution by such New Voting Member of this Agreement shall also serve to authorize ~~Authority~~ Pioneer to take each step required for it to provide contractual assessment financing for the Improvements, including the levying, collecting and enforcement of contractual assessments to finance the Improvements and the issuance and enforcement of bonds and other financing instruments to represent and be secured by such contractual assessments. The

New Voting Members shall not be required to adopt a PACE Agreement and shall not be subject to the rights and obligations set forth therein, but shall instead, upon becoming Voting Members hereunder, be subject to the rights and obligations expressly set forth herein.

~~The Authority~~PioneerPioneer may additionally provide PACE Programs pursuant to Chapter 29 within the boundaries of non-voting Associate Members, as described further in Section 16 herein.

- D. Implementation Plan and Statement of Intent. ~~The Authority~~PioneerPioneer shall cause to be prepared an Implementation Plan and Statement of Intent meeting the requirements of California Public Utilities Code Section 366.2 and any applicable California Public Utilities Commission regulations. The Implementation Plan and Statement of Intent shall specify the service territory of the CCA to be within the boundaries of the Member jurisdictions that have taken the actions specified in A and B above. The Implementation Plan and Statement of Intent shall not be filed with the California Public Utilities Commission until it is approved by the Board in the manner provided by Section 5.

If a City or County adopts an ordinance and resolution pursuant to A and B above, expressing its desire to become a Member to this Agreement subsequent to the filing of the then most recently filed Implementation Plan and Statement of Intent, the Board shall direct the preparation and filing of a new or amended Implementation Plan and Statement of Intent to include the territory of the County or City as soon as reasonably practicable. The Board may require the County or City to pay the cost of preparation and submission of the Implementation Plan and Statement of Intent. Upon California Public Utilities Commission certification of the new or amended Implementation Plan and Statement of Intent, the Board shall take an action to approve the membership of the County or City. The County or City shall then be entitled to all rights under this Agreement, including a seat on the Board and voting rights pursuant to Section 5.A and Section 8.

- E. Termination of CCA and PACE Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of ~~the~~ Authority~~Pioneer~~Pioneer to terminate the implementation or operation of the CCA or the PACE Program at any time in accordance with any applicable requirements of state law.
- F. Authority~~Pioneer~~Pioneer Documents. The Members acknowledge and agree that the affairs of ~~the Authority~~PioneerPioneer will be implemented through various documents duly adopted by the Board through Board resolution. The Members agree to abide by and comply with the terms and conditions of all such documents that may be adopted by the Board, subject to the Members' right to withdraw from ~~the Authority~~PioneerPioneer as described in Section 14.

Section 11. Records and Reports

The Board shall establish reporting requirements and direct staff to maintain such reports, including, but not limited to, funds and accounts as may be required by good accounting practice or by law. All books and records of ~~the Authority~~PioneerPioneer shall be open to inspection at

all reasonable times by any Member to this Agreement or its representatives. Annual audits of ~~the AuthorityPioneerPioneer~~'s accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the California Government Code.

Section 12. Debts, Liabilities and Obligations

~~The AuthorityPioneerPioneer~~ is a public agency separate from the Members. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of ~~the AuthorityPioneerPioneer~~ shall not be debts, liabilities or obligations of the individual Members unless the governing board of a Member agrees in writing to assume any of the debts, liabilities or obligations of ~~the AuthorityPioneerPioneer~~. A Member who has not agreed to assume ~~an Authorityaa~~ Pioneer debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Members agree to assume the debt, liability or obligation of ~~the AuthorityPioneerPioneer~~. Should any debt, liability or obligation of ~~the AuthorityPioneerPioneer~~ not be waived or allowed payable through assets of ~~the AuthorityPioneerPioneer~~, none of the County or City members shall be liable, except as provided by Government Code sections 895 through 895.8.

Section 13. Insurance and Indemnity

~~The AuthorityPioneerPioneer~~ shall acquire and maintain such insurance coverage as is necessary to protect the interests of ~~the AuthorityPioneerPioneer~~, the Members, and the public. The insurance shall also contain a written endorsement to such policy or policies, which names each of the [Voting Members] as additional insureds. ~~The AuthorityPioneerPioneer~~ shall defend, indemnify, and hold harmless the Members, and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of ~~the AuthorityPioneerPioneer~~ under this Agreement.

Section 14. Withdrawal

- A. Right to Withdraw by Voting Member. A Voting Member may withdraw its participation in the CCA Program, effective as of the beginning of ~~the AuthorityPioneerPioneer~~'s fiscal year, by giving no less than 12 months advance written notice of its election to do so, which notice shall be given to ~~the AuthorityPioneerPioneer~~ and each Voting Member. Withdrawal of a Voting Member shall require an affirmative vote of its governing board.
- B. Right to Withdraw By Voting Member After Amendment. Notwithstanding Section 14A, a Voting Member may withdraw its membership in ~~the AuthorityPioneerPioneer~~ following an amendment to this Agreement adopted by the Board which the Board Member appointed as the representative of a Voting Member voted against provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Member shall require an affirmative vote of its governing board and shall not be subject to the twelve month advance notice provided in Section 14A. In the event of such withdrawal, the Member shall be subject to the provisions of Section 15B.
- C. Continuing Liability; Further Assurances. A Voting Member that withdraws its participation in the CCA Program may be subject to certain continuing liabilities,

as described in Section 15B. The withdrawing Voting Member and ~~the AuthorityPioneerPioneer~~ shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Voting Member from participation in the CCA Program.

- D. Withdrawal of Associate Member. The rights of an Associate Member to withdraw from ~~the AuthorityPioneerPioneer~~ shall be governed by the applicable PACE Agreement or CCC Agreement.

Section 15. Termination

- A. Involuntary Termination of a Member. Participation of a Member in the CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Member's participation in the CCA Program upon a vote of Board Members as provided in Section 8A. Prior to any vote to terminate participation with respect to a Member, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Member whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement that the Member has allegedly violated. The Member subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Member that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 15B.
- B. Continuing Liability; Refund. Upon a withdrawal or involuntary termination of a Member, the Member shall remain responsible for any claims, demands, damages, or liabilities arising from the Member's membership or participation in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Member shall not be responsible for any liabilities arising after the date of the Member's withdrawal or involuntary termination. Claims, demands, damages, or liabilities for which a withdrawing or terminated Member may remain liable include, but are not limited to, losses from the resale of power contracted for by ~~the AuthorityPioneerPioneer~~ to serve the Member's load. With respect to such liability, upon notice by an Member that it wishes to withdraw from the program, ~~the AuthorityPioneerPioneer~~ shall notify the Member of the minimum waiting period under which the Member would have no costs for withdrawal if the Member agrees to stay in the CCA Program for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining ratepayers. If the Member elects to withdraw before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset actual costs to the remaining ratepayers, and may not include punitive charges that exceed actual costs. In addition, such Member also shall be responsible for any costs or obligations associated with the Member's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Member. ~~The AuthorityPioneerPioneer~~

may withhold funds otherwise owing to the Member or may require the Member to deposit sufficient funds with ~~the Authority~~PioneerPioneer, as reasonably determined by ~~the Authority~~PioneerPioneer and approved by a vote of the Board, to cover the Member's liability for the costs described above. Any amount of the Member's funds held on deposit with ~~the Authority~~PioneerPioneer above amounts not required to pay any liabilities or obligations shall be returned to the Member. The liability of any Member under this section 15B is subject and subordinate to the provisions of Section 12, and nothing in this section 15B shall reduce, impair, or eliminate any immunity from liability provided by Section 12.

- C. Mutual Termination. This Agreement may be terminated by mutual agreement of all the Voting Members; provided, however, the foregoing shall not be construed as limiting the rights of a ~~Associate~~VotingVoting Member to withdraw its participation in the CCA Program, as described in Section 14A.
- D. Disposition of Property upon Termination of ~~Authority~~PioneerPioneer. Upon termination of this Agreement, any surplus money or assets in possession of ~~the Authority~~PioneerPioneer for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Voting Members in proportion to the contributions made by each. If no such contributions have been made, then such surplus after payment of all liabilities, costs, expenses, and charges shall be distributed to each Voting Member based on Annual Energy Use Divided by Total Annual Energy, multiplied by 100. "Annual Energy Use" means the annual electricity usage, expressed in kilowatt hours ("kWh") within the Voting Member's respective jurisdiction, and "Total Annual Energy" means the sum of all the Members Annual Energy Use. All measures of kilowatt hours shall be set using the electric load forecast upon which the current annual budget was based. If a Member has more than one Board Member, the distribution will be made pursuant to the above calculation as it relates to the respective jurisdiction.
- E. Negotiations with Associate Members. If the Voting Members wish to terminate this Agreement, or if the Voting Members elect to withdraw from the CCA Program following an amendment to this Agreement as provided in Section 14B, but two or more Associate Members wish to continue to participate in the CCA Program, the Voting Members will negotiate in good faith with such Associate Members to allow the Associate Members to become the Voting Members to this Agreement or to effect a transfer of CCA Program operations to another entity.

Section 16. Associate Members

- A. With the approval of the Board, any qualified public agency (as defined by Section 6500 of the JPA law) may become a non-voting Associate Member of this Agreement for purposes of participating in the CCA Program. A public agency requesting such membership may apply by presenting to ~~the Authority~~PioneerPioneer a resolution of the public agency approving of this form of participation.
- B. Any qualified public agency (as defined by Section 6500 of the JPA law) may become a non-voting Associate Member of this Agreement for purposes of

participating in the PACE Program upon (i) such qualified public agency (a) adopting a resolution expressing its desire to become a non-voting Associate Member to this Agreement and authorizing the implementation of a PACE Program within the boundaries of its jurisdiction and (b) executing a PACE Agreement and (ii) the Board approving the qualified public agency as a non-voting Associate Member.

- C. The date and terms upon which the applying public agency will become a non-voting Associate Member will be determined by the Board and set forth in a CCA Agreement or PACE Agreement, as applicable.

Section 17. Termination of Powers

~~The Authority~~Pioneer~~Pioneer~~ shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

Section 18. Disposition of Assets; Property and Money

Upon termination of this Agreement under Section ~~14~~15, all costs, expenses, and charges legally incurred by ~~the Authority~~Pioneer~~Pioneer~~ shall be paid and discharged; and ~~the Authority~~Pioneer~~Pioneer~~ shall sell such property as may be necessary and shall distribute to the federal or State government such property and funds as are lawfully required; the balance of such property and any surplus money on hand shall be distributed or returned in proportion to contributions made by the affected Members except to the extent otherwise agreed upon by the affected Members.

Section 19. Amendments

This Agreement may ~~not only~~only be amended ~~except~~ by a written amendment approved by a vote of Board ~~members~~Members~~Members~~ as provided in Section 8. ~~The Authority~~Amendments to Section 4~~Amendments to Sections 4, 14.A. and B~~ of this Agreement, and the addition of new Voting Members shall also be separately approved by a duly adopted resolution of the governing board of each Member. Pioneer shall provide written notice to all Members of amendments to this Agreement, ~~including the effective date of such amendments~~, at least ~~30~~forty-five (45) days prior to the date upon which the proposed amendment is being considered by the Board ~~votes on such amendments. Any~~. If the proposed amendment ~~required to add a new Voting Member shall only be executed by the Voting Members. Any amendment required to add a new Associate Member shall only be executed~~is adopted by the ~~new Associate Member and Board~~Board, the Authority shall provide prompt written notice to all Members of the effective date of such amendment along with a copy of the amendment.

Section 20. Severability

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions of provisions shall not be affected thereby.

Section 21. Entire Agreement

This Agreement contains the entire agreement between the Members and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except as provided in Section 19.

Section 22. Counterparts and Effective Date

This Agreement may be executed in counterparts and be as valid and binding as if each Member signed the same copy. A faxed copy of the executed signature page shall be sufficient to cause the terms of this Agreement to become fully operative. The effective date of the Agreement shall be the date that the ~~second member has~~ last Voting Member h executed ~~the~~ this Agreement. 















WITNESS THE AGREEMENT HEREOF the date set opposite our respective entities: 





IN WITNESS WHEREOF, the parties have executed this ~~Amendment No~~ Revised Second Amended and Restated Joint Powers Agreement. 



EXECUTED ON

COUNTY OF EL DORADO, a political
subdivision

And approved as to form _____

By _____

ATTEST:

Chairman, Board of Supervisors



SIGNATURES CONTINUED ON NEXT PAGE 



EXECUTED ON

COUNTY OF PLACER, a political
subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE 

EXECUTED ON

CITY OF AUBURN, a Municipal Corporation

And approved as to form _____

ATTEST:

By _____
Mayor, City Council



SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF COLFAX, a Municipal Corporation

And approved as to form _____

ATTEST:

By _____
Mayor, City Council

☐☐

~~CITY OF ROCKLIN, a Municipal Corporation~~☐☐

☐☐

~~EXECUTED ON~~ _____☐☐

~~By: _____~~☐☐
~~Mayor, ☐~~

SIGNATURES CONTINUED ON NEXT PAGE☐☐

☐☐

☐☐
☐☐
☐☐
☐☐



EXECUTED ON

CITY OF GRASS VALLEY, a Municipal Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:



SIGNATURES CONTINUED ON NEXT PAGE



EXECUTED ON

CITY OF LINCOLN, a Municipal Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:



SIGNATURES CONTINUED ON NEXT PAGE



EXECUTED ON

CITY OF NEVADA CITY, a Municipal
Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:



SIGNATURES CONTINUED ON NEXT PAGE



EXECUTED ON

CITY OF PLACERVILLE, a Municipal
Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:



SIGNATURES CONTINUED ON NEXT PAGE



EXECUTED ON

CITY OF ROCKLIN, a Municipal Corporation

And approved as to form _____

ATTEST:

By _____
Mayor, City Council



SIGNATURES CONTINUED ON NEXT PAGE



EXECUTED ON

TOWN OF LOOMIS, a Municipal Corporation

And approved as to form _____

By _____
Mayor, Town Council

ATTEST:



SIGNATURES CONTINUED ON NEXT PAGE



Exhibit A

Voting Members and Associate Members



Section A.1 Voting Members

City ~~Council~~of Auburn

~~And approved as to form:~~

City ~~Attorney~~of Colfax

~~ATTEST:~~

City ~~Clerk~~of Grass Valley

¶¶

~~TOWN OF LOOMIS, a Municipal Corporation~~¶¶

¶¶

~~EXECUTED ON~~_____¶¶

By: _____¶¶

~~Mayor,~~¶

City of Lincoln¶¶

City of Nevada City

~~City of Nevada City~~¶¶

City of Placerville¶

City of Rocklin¶

County of El Dorado¶

County of Placer¶

Town of Loomis¶¶

¶¶

~~And approved as to form:~~¶¶

¶¶

¶¶

~~Town Attorney~~¶¶

¶¶

ATTEST:¶¶

¶¶

¶¶

~~Town Clerk~~¶¶

¶¶

¶¶

CITY OF LINCOLN, a Municipal Corporation¶¶

¶¶

EXECUTED ON _____¶¶

By: _____¶¶
Peter Gilbert, Mayor¶¶

¶¶

And approved as to form:¶¶

¶¶

¶¶

Mona Ebrahimi, ¶¶

Section A.2 Associate Members¶¶

City Attorney of Folsom¶¶

¶¶

ATTEST:¶¶

¶¶

¶¶

Gwen Scanlon, City Clerk¶¶

¶¶

¶¶

¶

County of Sacramento¶¶

Town of Truckee¶¶

¶¶

¶¶

Document comparison by Workshare 10.0 on Wednesday, August 14, 2024 9:34:37 AM

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Document 2 ID	iManage://RWGDM1/RWGIMAN1/2852296/7
Description	#2852296v7<RWGIMAN1>— 2d Amended and Restated JPA to reflect Board Direction 101923
Rendering set	Red same color all changes

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Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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Deletions	209
Moved from	2
Moved to	2
Style changes	0
Format changes	0
Total changes	515



Document comparison by Workshare 10.0 on Wednesday, August 14, 2024
1:39:52 PM

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Document 2 ID	iManage://RWGDM1/RWGIMAN1/2976967/1
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Rendering set	Standard

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Moved cell	
Split/Merged cell	
Padding cell	

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Moved to	4
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Format changes	0
Total changes	555

Staff Report – Item 4

To: The Governing Board

From: Patrick Enright, General Counsel
Don Eckert, Executive Director

Item 4: **Adopt Resolution of the Governing Board of Pioneer Community Energy Approving the Revised Second Amended and Restated Joint Powers Agreement for Pioneer Community Energy**

Date: 6/20/2024

RECOMMENDATION

Adopt a Resolution of the Governing Board of Pioneer Community Energy Approving the Revised Second Amended and Restated Joint Powers Agreement (hereinafter "**Revised JPA**") for Pioneer Community Energy with any changes requested by the Governing Body.

BACKGROUND

In 2015, the Placer County and the City of Colfax entered into a Joint Powers Agreement (JPA) for the purpose of establishing the Sierra Valley Energy Authority to operate a PACE program. In 2017, the JPA was amended and restated to rename the agency Pioneer Community Energy, create a community choice aggregation program and add the cities of Auburn, Lincoln, Rocklin, and the Town of Loomis as member agencies. Since then, that First Amended and Restated JPA has been amended five times to make minor text changes and add new members.

On November 16, 2023, the Governing Board considered the Second Amended and Restated JPA and authorized staff to give thirty (30) days-notice to each member agency and proceed with the formal amendment process. Since the thirty (30) days has been provide and the Revised JPA is a continuation of the process to amend the JPA per comments from Board Agencies, there is no requirement to provide an additional thirty (30) days prior to the Governing Board approving the Revised JPA.

At the January 18, 2024 meeting, the Board of Directors approved the Second Amended and Restated Joint Powers Agreement (hereinafter "**Second JPA**"). Any amendment to the JPA requires a vote of all Board Members. Pioneer forwarded the Revised JPA to each of the Members. All of the Board Members have adopted Resolutions to approve the Revised JPA except for the Town of Loomis ("Loomis") and the City of Rocklin ("Rocklin").

The proposed Second JPA made the following revisions and changes to the JPA:

- **Name.** Change name of agency to Pioneer Community Energy throughout (this was legally effectuated by a resolution adopted in 2017 but references to Sierra Valley Energy Authority remained in the First Amended and Restated); likewise changed references to "the Authority" to "Pioneer" for ease of reading.
- **Recitals.** Update recitals to reflect history of Pioneer and subsequent amendments.
- **Effective date.** Revise effective date to reflect Second Amended and Restated.
- **Exhibit A for List of Members.** Remove references to specific member agencies in Sections 2 and 5 and of the JPA, moving the list of the members to a new Exhibit A for easier reference and updating.

- **Special Voting Requirements.** Revise Section 8 to separate the discussion of involuntary termination of a member from the discussion of general amendments to the JPA. We moved but did not change the requirement that amendments of the JPA require a 2/3 vote of the Governing Board.
- **Amendments.** Revise Section 19, Amendments, to specify that only amendments to Section 4, Powers, and the addition of new member agencies requires approval by separate resolutions of each of the member agencies and to make other changes to streamline the amendment process.
- **Satisfied/completed obligations.** Revise sections that have now been completed to indicate they are satisfied (for example, Section 9E, which describes the provision of start-up funding by Placer County).
- **Clean-up.** Fix incorrect cross references, revise confusing references and typos.

The bulk of the changes proposed were clarifying or clerical in nature. The primary substantive proposed change to the Second JPA was to Section 19. Currently, notice of a proposed amendment must be sent to each member agency 30 days in advance of the Board considering the amendment. A two-thirds majority of the Board is required to approve an amendment. Further, the amendment must be approved by separate resolution of each of the member agencies, and finally, notice must be provided to members after the amendment is final.

The Second JPA approved by the Board of Directors on January 18, 2024, simplified the amendment process that do not directly impact the member agencies or change the nature of Pioneer or its powers. The Second JPA provided a simplified process for amendments except for amendments to Section 4 (Powers) and amendments to add a new party to the JPA. For all amendments, except for section 14 and to add a new member, the Second JPA may be amended by a 2/3 vote of the Board of Directors. There is no longer a requirement for each member agency to approve by resolution the amendments to the JPA. For those amendments to section 4 and to add a new member, there was still the requirement for a separate resolution of each member agency to amend the JPA.

All other amendments could be approved by the Board with a two-thirds vote, with notice provided to the member agencies 30 days prior and after the action. Individual member agency approval by resolution would not be required. This is intended to allow amendments that are more internal in nature (affecting board membership, basic governance, etc.) to proceed with solely a Board vote. That said, member agencies would be given thirty (30) days written notice and an opportunity to object to any proposed amendment.

Status of Approval of Second Amended and Restated Joint Powers Agreement

All Members Agencies approved the Second JPA except for Loomis and Rocklin. Loomis and Rocklin have different concerns, but the concerns revolved around the amendment to section 19 of the Second JPA that eliminated the requirement for most amendments to the JPA to be approved by resolution of each of the Member Agencies.

To address these concerns, Loomis proposed three options that greatly expand the amendments that need approval by resolution of all of the Board Agencies or do increase the time for Member Agencies to have to consider any amendments before the Pioneer Board of Directors approve any amendments. Staff after meeting with Loomis representatives is recommending that prior to the Board approving any amendment that each Member Agencies receive at forty-five (45) days written note, which is an increase from thirty (30) days. Loomis had request sixty (60) days, but is agreeable to forty-five (45) days. This also addresses Loomis' concern that their Council only meets once a month and give the Town Council an opportunity to comment before any proposed amendment. Please attached a copy of the options that Loomis proposed for modifying the Second JPA.

Rocklin is requesting that Section 19 be amended to include section 14.A and B concerning the withdrawal of members from the JPA. Therefore, any amendment to section 14.A and B will require a resolution of approval from each of the Member Agencies.

ANALYSIS & DISCUSSION

Staff had discussions with representatives from Loomis and Rocklin and proposes the following modifications to the Second Amended and Restated Joint Powers Agreement as originally adopted by the Board of Directors in January.

- **Amendments.** Revise Section 19, Amendments, to specify that besides amendments to Section 4, Powers, and the addition of new member agencies, that a unanimous vote of all of the members agencies is required to amend section 14.A and B of the JPA addressing withdrawals from the JPA. Any changes to Sections 4, 14.A and B and adding a new member will require approval by separate resolutions of each of the member agencies and to make other changes to streamline the amendment process.
- **Expand Notice Requirement.** Revise section 19 to require at least 45 days' notice to all Members of any proposed amendments to the JPA. This is an increase from thirty (30) days' notice, and reflect that the Town of Loomis has only one regular meeting per month to consider any proposed amendments.
- **Change Title of Executive Director to Chief Executive Officer.** Per the Employment Agreement recently entered into with Executive Director changing his title to Chief Executive Officer this change will ratify the change in title for the Executive Director.

There are no other changes from the 2nd JPA adopted by the Board of Directors on January 18, 2024. If the Board of Directors approve the Revised JPA, the Revised JPA must be approved by separate resolution of each of the member agencies, and finally, notice must be provided to members after the amendment is final.

STRATEGIC PLAN

The report supports the Strategic Priority: Operational Excellence.

FISCAL IMPACT

The Revised Second Amended and Restated JPA will not have any direct fiscal impact beyond the time of staff and General Counsel to process the amendment.

ATTACHMENTS

1. Resolution Approving Revised Second Amended and Restated JPA
2. Second Amended and Restated JPA approved by the Board on January 19, 2024
3. Redline version between the Second Amended and Restated JPA and the Revised Second Amended and Restated JPA.
4. Options of Town of Loomis

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF ROCKLIN APPROVING THE REVISED
SECOND AMENDED AND RESTATED JOINT EXERCISE OF POWERS
AGREEMENT FOR PIONEER COMMUNITY ENERGY

WHEREAS, the Sierra Valley Energy Authority was established on September 9, 2015, between the County of Placer and the City of Colfax; and

WHEREAS, the Sierra Valley Energy Authority was originally created for the purpose of providing a financing conduit and program expansion platform for the mPOWER Program; and

WHEREAS, counties and cities have the power under California law to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, by providing a Community Choice Aggregation (“CCA”) Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2; and

WHEREAS, the Amended and Restated JPA allowed for the establishment of a Community Choice Aggregation Program within the jurisdictions of the Voting Members and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

WHEREAS, the Amended and Restated JPA became effective on February 22, 2017; and

WHEREAS, on July 17, 2017, the Governing Board of the Sierra Valley Energy Authority took action to rename and brand Sierra Valley Energy Authority as Pioneer Community Energy (“Pioneer”); and

WHEREAS, the Governing Board of Pioneer has since approved five amendments to the Amended and Restated JPA, which make certain changes and add new Voting Members to the JPA; and

WHEREAS, pursuant to Section 19 of the Amended and Restated JPA, the governing body of each Voting Member must individually approve amendments to the Amended and Restated JPA and thereafter the Governing Board of Pioneer ratifies the amendment; and

WHEREAS, individual approval of amendments by each Voting Member results in logistical complications and delays, which can be remedied by eliminating this requirement for certain amendments and allowing the Governing Board of Pioneer to approve such amendments to the JPA with a two-thirds vote after providing notice to the Voting Members; and

WHEREAS, the Revised Second Amended and Restated JPA includes all amendments proposed in the Second Amended and Restated JPA; and

WHEREAS, the Revised Second Amended and Restated JPA includes additional amendments of (1) requiring any proposed amendments to Member withdrawal (Section 14.A and B) will require Voting Member approval; (2) extend the notification period to Members of an upcoming amendment to the JPA from thirty (30) days to forty-five (45) days; and reflect the title change from Executive Director to Chief Executive Officer; and

WHEREAS, to these ends, the CITY COUNCIL OF ROCKLIN desires to approve the execution of the Revised Second Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy to incorporate the changes made by the previous amendments to the Amended and Restated JPA, clarify language, correct clerical errors, and streamline adoption of amendments to the JPA that no not directly impact the member agencies or change the nature of Pioneer or its powers.

NOW, THEREFORE, the CITY COUNCIL OF ROCKLIN hereby resolves as follows:

Section 1. The recitals above are true and correct and are incorporated by this reference and constitute findings in this matter.

Section 2. The CITY COUNCIL of ROCKLIN hereby approves the Revised Second Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy, in the form attached hereto as Exhibit "A," and authorizes and directs the Mayor to execute the Revised Second Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy in the name and on behalf of ROCKLIN.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 10th day of September, 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: Astound Business Solutions, LLC Internet And WAN Data Transport Services Agreement

Date: September 10, 2024

Submitted By: Brian Graves, IT Manager
Tameka Usher, Administrative Services Director

Department: Administrative Services - IT

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing an Agreement with Astound Business Solutions, LLC for Fiber Internet and WAN Data Transport Services and Authorizing the City Manager to Execute an Agreement.

Background:

The City has been utilizing Astound Business Solutions, LLC (Formerly Wave Business Solutions, LLC) for fiber Internet and Wide Area Network (WAN) data transport services for over 20 years. Fiber services are of vital importance to the daily operations of the City and therefore play a key role in the services delivered to residents. Over the years, Astound Business Solutions (Astound) has proven to be an excellent partner to the City. They are very responsive to City needs and their fiber Internet and WAN data transport services have proven to be extremely reliable and perform to expectations. Astound has also consistently offered the City the lowest prices for broadband services over the years when compared to competitors offering similar services in the area.

Staff recently entered into negotiations with Astound with the intent of increasing bandwidth on City Internet and WAN data transport circuits to meet current and future needs. In order to not increase overall costs to the City, a long-term agreement is recommended. Through these negotiations, Astound Business Solutions has agreed to provide the City with the additional bandwidth required without increasing overall costs to the City, locking in prices under a new agreement with a ten (10) year term.

Under the new agreement, the City's Internet connection speed will increase 10-fold from 500 Mbps to 5 Gbps. This is a significant upgrade in Internet bandwidth needed to accommodate the movement of additional technology infrastructure, data, and services to the cloud. For example, this bandwidth upgrade will enable the City to improve its disaster recovery capabilities by offloading backup data to immutable object-based storage in the cloud for safe keeping without negatively impacting access to other services. It will also enable the City to

restore data from the cloud more rapidly when needed, reducing potential downtime associated with equipment failures, malicious attacks, or disasters. The City is also expanding the use of cloud service providers for video storage and retrieval and steadily increasing its use of the Microsoft 365 suite of innovated productivity apps. The additional bandwidth will ensure minimal latency and adequate performance for City staff accessing these cloud services and data.

The new agreement also significantly increases bandwidth on fiber WAN circuits connecting remote City office buildings, including the Corporation Yard, Event Center, Fire Stations 24 and 25, and the Recreation buildings in Johnson Springview Park, to the City's data center. The bandwidth increase will accommodate IP security cameras, IP Television service, and other bandwidth intensive solutions installed at those sites in the future and will ensure efficient operations for staff working from these locations to provide services to the community. Since the initial build costs associated with the deployment of the fiber infrastructure have already been recovered, Astound is able to both increase the bandwidth and lower the prices on these circuits to offset the cost increase for the bandwidth upgrade on the Internet circuit.

Pursuant to the Rocklin Municipal Code (RMC) 3.04.070.I, the City Council may approve a contract duration longer than three years and authorize an exception to the re-bid requirement for good cause. Given the importance of these circuits to City business and the long history of excellent fiber Internet and WAN data transport services and support provided to the City by Astound Business Solutions, and the significant discount and fixed pricing offered to the City for such a large increase in bandwidth, staff recommends suspension of the re-bid requirement and approval of the agreement using a 10-year term.

Fiscal Impact:

The total cost for services over the ten-year term is \$579,000. Sufficient funds are available in the Fiscal Year 2024/25 Operating Budget in the General Fund (100) to cover the cost of the proposed agreement for the current fiscal year. Funding for subsequent years will be requested during the annual budget process, contingent upon the availability of sufficient funds.

ATTACHMENTS:

[2. Resolution Exhibit A - Service Order and Master Services Agreement](#)

[1. Resolution](#)

Service Order



This Service Order (this “Service Order”) is entered into as of the date of last signature below (the “Effective Date”), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, “Provider”), and the customer specified below (“Customer”). This Service Order is made pursuant to and will be governed by Provider’s “Terms and Conditions for Enterprise Services” which are included in this agreement below (the “T&Cs”). The T&Cs are incorporated into this Service Order by this reference. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the T&Cs. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC.

Termination of Old Contracts. Provider and Customer are the parties to that certain Service Order dated June 8, 2023 and certain unwritten agreements or written agreements that the parties cannot presently locate, pursuant to which Customer receives Internet and data transport services (collectively, the “Old Contracts”). The Parties now intend for this Service Order to replace and supersede the Old Contracts in their entirety. Accordingly, as of the service commencement date for the Services provided to Customer pursuant to this Service Order, the Old Contracts shall terminate and have no further force or effect; provided, that any outstanding payment obligations of Customer under the Old Contracts shall survive until met.

CUSTOMER NAME	CUSTOMER DBA	CUSTOMER POINT OF CONTACT	CUSTOMER BILLING ADDRESS
City of Rocklin - Department of Administrative Services		Name: Brian Graves Email: brian.graves@rocklin.ca.us Office: 916-625-5072 Mobile:	
EXISTING ACCOUNT NUMBER	ASTOUND SALES REP		ASTOUND SALES SEGMENT
48 - 103644901	Glenn Tuazon - 000547		Enterprise

INITIAL SERVICE TERM	SERVICE ORDER REFERENCE NUMBER
120 months	OP417602

Provider shall provide to Customer the services set forth below (each, a “Service”), at the location(s) set forth below (each, a “Service Site”), in exchange for the one-time, non-recurring installation charge (“NRC”), and the monthly recurring service charges (“MRC”) set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
DIA 5 Gb	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	N/A		1	\$1,625.00	\$1,625.00	\$0.00	\$0.00
/30 IP Block (1 Usable)	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	N/A		1	\$0.00	\$0.00	\$0.00	\$0.00
BGP Routing	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	N/A		1	\$0.00	\$0.00	\$0.00	\$0.00
EPL 200 Mb	2001 Wildcat Blvd , Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	\$515.00	\$515.00	\$0.00	\$0.00
EPL 200 Mb	2650 Sunset Blvd , Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	\$515.00	\$515.00	\$0.00	\$0.00
EPL 200 Mb	3401 Crest Dr , Rocklin, CA 95765, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	\$515.00	\$515.00	\$0.00	\$0.00
EPL 1 Gb	4081 Alvis Ct , Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	\$775.00	\$775.00	\$0.00	\$0.00
EPL 50 Mb	5100 Sierra College Blvd , Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	\$365.00	\$365.00	\$0.00	\$0.00
EPL 200 Mb	5460 5th St , Rocklin, CA 95677, USA	MPOE	4080 Rocklin Rd , Rocklin, CA 95677, USA	MPOE	1	\$515.00	\$515.00	\$0.00	\$0.00
NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite.							TOTALS	\$4,825.00	\$0.00

Note: The charges listed above do not include applicable taxes, fees and surcharges.

NOTES

SERVICE ORDER

Astound Business Solutions, LLC / City of Rocklin - Department of Administrative Services

PROPRIETARY AND CONFIDENTIAL

In Process

SERVICE ORDER

Astound Business Solutions, LLC / City of Rocklin - Department of Administrative Services

PROPRIETARY AND CONFIDENTIAL

pg. 3
7/29/24

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

Authorized Customer Signature

Aly Zimmermann

Printed Name

City Manager

Title

Date Signed

APPROVED AS TO FORM:

By: _____

Daniel Cuchi, Acting Assistant City Attorney

DocuSigned by:
Bobbilyn Westbrook
3AEC89DB768C4D4...

Authorized Provider Signature

Bobbilyn Westbrook

Printed Name

Regional Sales Director

Title

8/9/2024

Date Signed

ATTEST:

By: _____

Avinta Singh, City Clerk

SERVICE ORDER

Astound Business Solutions, LLC / City of Rocklin - Department of Administrative Services

PROPRIETARY AND CONFIDENTIAL

EXHIBIT A



STANDARD TERMS AND CONDITIONS FOR ENTERPRISE SERVICES

ARTICLE 1 – INTRODUCTION; DOCUMENTS COMPRISING AGREEMENT

1.1 Introduction. Wave Business Solutions, LLC (“**Provider**”) and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated Internet access, phone over fiber, hosted voice, dark fiber, wavelength, and related services (as applicable, the “**Services**”). These Standard Terms and Conditions for Enterprise Services (these “**T&Cs**”) may be incorporated by reference into one or more Service Orders that are executed by and between Provider and the customer specified in such Service Order(s) (“**Customer**”). When so incorporated, these T&Cs together with the applicable Service Order(s) shall be collectively referred to as the “**Agreement**” between Provider and Customer and shall govern Provider’s provision of Services to Customer. For purposes of the Agreement, the term “**Affiliate**” shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Each of Provider and Customer may be referred to in the Agreement as a “**Party**” and together as the “**Parties**.”

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a “**Service Site**”); (iii) the initial term of the Service Order (the “**Initial Service Term**”); (iv) the pricing for the Service, including (a) the monthly recurring charges (“**MRC**”) for the Service, and (b) any non-recurring charges (“**NRC**”) associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Depending on the location of the Service Site, in some instances Services may be provided by an Affiliate of Provider.

1.3 Additional Documents Comprising Agreement; Order of Precedence. The Service Level Agreements attached to these T&Cs as Exhibits (together, the “**SLA**”) constitute a part of these T&Cs. Customer’s use of any Services purchased pursuant to the Agreement will also be governed by Provider’s Acceptable Use Policy for Commercial Services (the “**AUP**”) which is posted on Provider’s website at <http://wavebusiness.com/commercial-AUP>. Additional provisions that are applicable only to specific types of Services are contained in Provider’s Service-Specific Terms and Conditions (the “**Service-Specific T&Cs**”) which is posted on Provider’s website at <http://wavebusiness.com/serviceterms>. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) these T&Cs (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

ARTICLE 2 – TERM AND RENEWAL

The Initial Service Term of each Service Order shall be as specified in the Service Order. The total period of time a Service Order is in effect is referred to as the “**Service Term**” for the Service Order at issue.

ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider’s control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “**Provider Equipment**”) necessary to connect Provider’s network facilities to the Customer demarcation point(s) at the Service Site (the “**Demarcation Point(s)**”); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “**Customer Equipment**”) from the Demarcation Point(s) to Customer’s internal network. Unless a Service Site is within Provider’s control, Customer shall be responsible for maintaining appropriate HVAC, electrical power, and security at the Service Site. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall use commercially reasonable efforts to install the Services consistent with Provider's usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer's option, participate in Provider's final testing of the Service. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the "**Service Commencement Date**"). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider's business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider's service area).

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as "**Fees**." Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.5% per month, or the highest amount allowed by law, whichever is lower.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a "**Fee Dispute Notice**"). A Fee Dispute Notice must be submitted to Provider within ninety (90) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such ninety (90) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer's delivery of the applicable Fee Dispute Notice. Fee disputes unresolved within that time period shall be resolved by the mediation and arbitration procedures set forth in Sections 11.2 and 11.3 below.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively "**Applicable Taxes**"). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 Customer Default. Each of the following shall constitute a default by Customer under the Agreement (each a separate event of "**Default**"): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from

Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 Remedies for Customer Default. In the event of a Default by Customer under the Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected; (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate all Service Orders entered into with Customer; and/or (iv) pursue any other remedy available to Provider under the Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

5.3 Provider Default. Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 Remedies for Provider Default. In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); and/or (ii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by Customer shall be accomplished by providing termination notice to disconnects@wavebroadband.com and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 Early Termination for Customer Convenience. Customer may, at any time after executing a Service Order, discontinue one or more of the Services ordered and/or terminate the Service Order by giving at least thirty (30) days' advance written notice to disconnects@wavebroadband.com and to the notice address specified in Article 13 below. Any early termination of a Service pursuant to this Section 6.1 shall be referred to as **"Termination for Customer Convenience."** In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

6.2 Early Termination for Default. In accordance with Article 5 above, either Party may elect to terminate one or more Service Orders prior to the scheduled expiration date in the event of an uncured Default by the other Party.

6.3 Termination Charge. In the event of Termination for Customer Convenience pursuant to Section 6.1 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider. The **"Termination Charge"** shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (iii) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services. If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty.

6.4 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

ARTICLE 7 – CONFIDENTIAL INFORMATION

7.1 Definition of Confidential Information. If and to the extent permitted by California law, “**Confidential Information**” shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals exchanged between the Parties to the extent permitted by California law, shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement, (iv) it constitutes a “Public Record,” as that term or phrase is defined pursuant to the California Public Records Act, or (v) it was known to the Receiving Party prior to the Disclosing Party’s disclosure of same.

7.2 Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence to the extent permitted by California law. To the extent permitted by California law, the Receiving Party: (i) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (ii) shall reproduce such Confidential Information only to the extent necessary for such purposes; (iii) shall restrict disclosure of such Confidential Information to employees or contractors that have a need to know for such purposes (with disclosure to contractors being limited to contractors that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (iv) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under the Agreement; and (v) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 General Limitations. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in the Agreement, Provider’s aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer’s sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY’S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY’S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY’S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY’S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR

REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

8.6 Disclaimer Regarding HIPAA Compliance. If and to the extent Customer is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and needs its business associates to comply with HIPAA, Provider hereby notifies Customer that Provider's operations are not compliant with HIPAA. Provider's operations are generally exempt from HIPAA business associate regulations pursuant to the conduit exception. However, if and to the extent the Services provided pursuant to any Service Order would not qualify for the conduit exception, Provider's operations with respect to the Services are not HIPAA compliant. Provider will not execute a business associate agreement under HIPAA.

ARTICLE 9 – INDEMNIFICATION FOR THIRD PARTY CLAIMS

9.1 Indemnification by Customer. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "**Provider Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer's noncompliance with or Default under the Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under the Agreement.

9.2 Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "**Customer Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider's noncompliance with or Default under the Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under the Agreement.

9.3 Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 9, the indemnified Party shall promptly notify the indemnifying Party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified Party without the consent of the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying Party, all at the cost and expense of the indemnifying Party.

ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer's payment obligations under Article 4) due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other severe weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "**Force Majeure Event**"). The Party claiming relief under this Article shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the cessation of such event. If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately

on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 General Provisions. Except for actions seeking a temporary restraining order or injunction, or suits to compel compliance with this dispute resolution process, the Parties agree to use the dispute resolution procedures set forth in this Article 11 with respect to any controversy or claim (each, a “**Dispute**”) arising out of or relating to the Agreement. All discussions occurring and documents exchanged pursuant to Section 11.3 below are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or mediation process.

11.2 Negotiations. Should any Dispute arise, either Party may give the other Party written notice of the Dispute (each, a “**Dispute Notice**”). The Parties shall use good faith efforts to resolve the Dispute through negotiation within thirty (30) days of the date on which the Dispute Notice is delivered. With respect to Fee disputes arising under Article 4, compliance with the negotiation procedures described in Section 4.2 shall be in lieu of the provisions of this Section 11.2. If the Parties do not resolve the Dispute within such thirty (30) day period, either of the Parties may submit the matter to non-binding mediation through a professional mediation service. Any Dispute that is not resolved by negotiation and is not submitted to mediation shall be resolved by binding arbitration pursuant to Section 11.4 below.

11.3 Mediation. If a Dispute is submitted to mediation, the Parties will cooperate in selecting a qualified mediator from a panel of neutral mediators having experience in the telecommunications and broadband internet industry. The Parties shall share equally in the costs of mediation. Any Dispute submitted to mediation that is not resolved within sixty (60) days of submitting the Dispute to mediation shall be resolved by binding arbitration as provided in Section 11.4 below.

11.4 Binding Arbitration. Any arbitration hearing shall be before a single neutral arbitrator and shall be held in the Sacramento, California offices of Judicial Arbitration & Mediation Services, Inc., or a similar professional dispute resolution organization. The arbitration shall be administered pursuant to the rules and procedures of the American Arbitration Association. The Parties shall equally share the fees of the arbitrator. The Federal Arbitration Act, 9 U.S.C. §§ 1-15, not state law, shall govern the arbitrability of all disputes.

11.5 Governing Law. The Agreement and all matters arising out of the Agreement shall be governed by the laws of the State of California. Any judicial action arising in connection with the Agreement shall be in the Superior Court of the State of California, Placer County, or in the Federal District Court for the Eastern District of California, as applicable. ***Each party irrevocably waives, to the fullest extent permitted by law, trial by jury of any disputes, claims or issues arising under the Agreement.***

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party’s consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing. Notices to Provider shall be directed to Provider’s address set forth below. Notices to Customer shall be directed to Customer’s addresses set forth in the applicable Service Order. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient’s time). Notices received after 5:00 p.m. (recipient’s time) will be effective the next business day.

Provider’s Address for Notices:
Wave Business Solutions, LLC
401 Parkplace Center, Suite 100
Kirkland, WA 98033

With a Copy to:
Wave Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540

ATTN: Enterprise Sales
Email: dlampkin@wavebusiness.com

ATTN: Legal Department

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.2 No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

15.3 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

15.4 Exhibits. The following Exhibits, which are attached to these T&Cs, are incorporated herein and by this reference made a part of these T&Cs:

EXHIBIT A - Service Level Agreement for Lit Fiber Services

15.5 Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.6 Counterparts; Electronic Signatures. Any Service Order entered into by the Parties pursuant to these T&Cs may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document. The Parties consent to the use of electronic signatures.



EXHIBIT A
Service Level Agreement
for
High Availability Enterprise Services

This Service Level Agreement for High Availability Enterprise Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services ("MSA") between Wave Business Solutions, LLC ("WAVE") and Customer. This SLA applies to the following types of Enterprise Services offered by WAVE: (a) Data Transport Services, (b) Dedicated Internet Access Services, and (c) Phone Solutions Over Fiber Services.

1. AVAILABILITY SLA

WAVE's Network is designed to provide a target **Availability of at least 99.9%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.9% Availability	Less than 45 minutes	Target Met
	45 Min. up to 4 hours	5%
	> 4 hours up to 12 hours	10%
	> 12 hours up to 18 hours	20%
	> 18 hours up to 24 hours	35%
	> 24 hours	50%

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in Services due to failure or malfunction of the WAVE Network or WAVE Equipment, WAVE's NOC is designed to provide a **MTTR of 6 hours or less**. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from WAVE on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. PACKET DELIVERY/PACKET LOSS SLA

The WAVE Network is designed to provide **no greater than 0.1% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

PROPRIETARY AND CONFIDENTIAL

Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.1% Packet Loss	0% - 0.1%	Target Met
	> 0.1% - 0.4%	5%
	> 0.4% - 0.7%	10%
	> 0.7% - 1.0%	25%
	> 1.0%	50%

4. LATENCY SLA

The WAVE Network is designed to provide a monthly average round trip Latency not to exceed the following:

- **Round Trip Local Market Latency of 12 ms or less**
- **Round Trip Inter-Market Latency* of 45 ms or less**

If WAVE determines the applicable Latency target was not met in a given month and also cannot remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the WAVE NOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency Round Trip	Target Inter-Market Latency* Round Trip	Actual Latency Round Trip (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
12 ms or less	45 ms or less	≤ Target Latency	Target Met
		> Target up to 8 ms over Target	5%
		> 8 ms up to 15 ms over Target	10%
		> 15 ms up to 20 ms over Target	25%
		> 20 ms over Target	50%

* Inter-Market Latency means up to 800 network miles between locations

5. NETWORK JITTER SLA

The WAVE Backbone Network is designed to have a monthly average one-way Network Jitter of **no greater than 2 ms**. If the Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30th of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the applicable Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

“Availability” means the ability of Customer to exchange Ethernet packets with the WAVE Network via Customer’s router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

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$$\begin{array}{l} \text{\% Availability} \\ \text{(per calendar month)} \end{array} = \frac{\text{(Total Minutes in Month – Total Minutes of Unavailability in Month)}}{\text{Total Minutes in Month}}$$

For Ethernet Transport Services and Phone Over Fiber Services, Availability is calculated at the individual circuit level, between WAVE's Backbone Network and the Customer's router port. For Dedicated Internet Access Services, Availability is calculated from the Customer's router port through the WAVE Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore "TTR" in excess of WAVE's targeted MTTR.

"Emergency Maintenance" means WAVE's efforts to correct conditions on the WAVE Network that are likely to cause a material disruption to or outage in services provided by WAVE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. WAVE may undertake Emergency Maintenance at any time WAVE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond WAVE's reasonable control, such as, by way of example only, Force Majeure, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by WAVE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE's delivery of the Services to Customer.

"Jitter" or "Network Jitter" refers to an undesirable variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

"Latency" means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on WAVE's Network to another designated point on WAVE's Network. Latency is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

"Mean Time to Restore" or "MTTR" means the average time required to restore the WAVE Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes WAVE to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the WAVE NOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\begin{array}{l} \text{MTTR in Hrs} \\ \text{(per calendar month)} \end{array} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by WAVE. Unavailability does not include periods of Service degradation, such as slow data transmission.

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“Packet Loss” means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

“Scheduled Maintenance” means any maintenance of the portion of the WAVE Network to which Customer’s router is connected that is performed during a standard maintenance window (1:00AM – 5:00AM Pacific Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the WAVE NOC upon notification of a Service-related problem. Trouble Tickets may be generated by WAVE pursuant to its internal network monitoring process, or by Customer’s reporting of a problem to the WAVE NOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the WAVE NOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by WAVE will not provide a basis for Customer credits or Chronic Outage remedies.

“WAVE Network” means all equipment, facilities and infrastructure that WAVE uses to provide Services to Customer, and includes Customer’s access port. The “WAVE Network” does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer’s local area network after the demarcation point for the Services provided by WAVE.

“WAVE Backbone Network” means WAVE’s core fiber backbone that connects WAVE’s POPs and regional hubs.

“WAVE’s Network Operations Center” or **“WAVE’s NOC”** means WAVE’s network operations center which is staffed 24x7x365 and can be reached at: 888-317-0488.

8. CLAIMING CREDITS AND REMEDIES

8.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be in good standing with WAVE and current in its financial obligations to WAVE. Credits are exclusive of any applicable taxes charged to Customer or collected by WAVE.

- (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the WAVE NOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to WAVE’s customer service department within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the WAVE NOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to WAVE’s customer service department within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and

PROPRIETARY AND CONFIDENTIAL

- (c) Provide the following documentation when requesting the remedy:
- Customer name and contact information;
 - Type of remedy requested (e.g., substitution or termination);
 - Trouble Ticket numbers for each individual Outage event;
 - Date and beginning/end time of each of the claimed Outages;
 - Trouble Ticket number for the Chronic Outage at issue;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

8.2 WAVE's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by WAVE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, WAVE will evaluate the claim and respond to Customer within thirty (30) days. If WAVE requires additional information in order to evaluate Customer's claim, WAVE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives WAVE's request for additional information in which to provide the requested information to WAVE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. WAVE will promptly notify Customer of WAVE's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, WAVE will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, WAVE will notify Customer of the date on which the requested substitution or termination will occur. WAVE's determination regarding whether or not an SLA has been violated shall be final.

8.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected circuit and Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) The acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) The failure of or refusal by Customer to reasonably cooperate with WAVE in diagnosing and troubleshooting problems with the Services, including the unavailability of required Customer personnel due to Customer's failure to keep WAVE provided with current and accurate contact information for such personnel; (iii) Scheduled Service alteration, maintenance or implementation; (iv) The failure or malfunction of network equipment or facilities not owned or controlled by WAVE or WAVE's Affiliates; (v) Force majeure events; (vi) WAVE's inability (due to no fault of WAVE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (viii) WAVE's termination of the Service for cause, or as otherwise authorized by the MSA; (ix) Improper or inaccurate network specifications provided by Customer; (x) Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer; (xi) Special configurations of the standard Service that have been mutually agreed to by Customer and WAVE, unless a separate Service Level Agreement for the special configuration has been established with the Service Order; or (xii) WAVE's inability to deliver Service by the Customer's desired due date.

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING AN AGREEMENT WITH ASTOUND BUSINESS
SOLUTIONS, LLC FOR FIBER INTERNET AND WAN DATA TRANSPORT SERVICES
AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT

WHEREAS, The City of Rocklin (City) has been partnering with Astound Business Solutions for fiber Internet and WAN data transport services for over 20 years; and

WHEREAS, The City seeks to increase bandwidth on its Internet and WAN data transport circuits to meet current and future needs without increasing costs and desires to lock in prices for the long term; and

WHEREAS, Astound Business Solutions has agreed to increase bandwidth to meet current and future City requirements at no additional cost to the City and lock in prices for services under a ten-year term; and

WHEREAS, Pursuant to the Rocklin Municipal Code (RMC) 3.04.070.I. the City Council may approve a contract duration longer than three years for good cause and authorize an exception to re-bid requirement for good cause; and

WHEREAS, Astound Business Solutions has been an excellent partner to the City for broadband services, has been responsive to City needs, and the services provided by Astound Business Solutions have proven to be extremely reliable with acceptable performance, and provided to the City at lower cost than competitors.

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 suspend the re-bid requirement for the fiber Internet and WAN data transport services.

Section 2. The City Council hereby approves and authorizes the City Manager to execute an agreement with Astound Business Solutions, LLC (formerly WAVE Business Solutions, LLC) in substantially the form attached hereto as Exhibit A.

PASSED AND ADOPTED this 10th day of September, 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: Rocklin Road at Pacific Street Roundabout Notice of Completion

Date: September 10, 2024

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

Department: Public Works

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the Rocklin Road at Pacific Street Roundabout Project, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (George Reed, Inc.).

Background:

The Rocklin Road at Pacific Street Roundabout Project, a key infrastructure improvement aimed at alleviating existing and future traffic congestion, was approved by the City Council on October 26, 2021 (per Resolution No. 2021-183). This project consists of the construction of a multi-lane roundabout located at the intersection of Rocklin Road and Pacific Street and has been approved in subsequent Capital Improvement Plans and Operating Budgets.

The City Council awarded the contract to George Reed, Inc. in the amount of \$4,458,803.75, with a 15% contingency of \$668,821 (rounded), for a total authorized project amount of \$5,127,625 (rounded).

Thirty-six (36) change orders were issued for this project. Change Orders 1-34 amounted to \$644,239 (rounded), and Change Orders 35 and 36 were approved by the City Council on May 14, 2024 (per Resolution No. 2024-107), amounting to \$319,074 (rounded). The total change order amount is \$963,313 (rounded). The construction cost includes \$482,843 that has been reimbursed by the South Placer Municipal Utility District for work done on their behalf. The total construction costs to the city are:

Original Cost	\$4,458,804
Change Orders 1 - 36	\$ 963,313
Sub - Total	\$5,422,117
SPMUD (Reimbursement)	-\$ 482,843
City Total Cost	\$4,939,274

The City's cost is under the authorized project amount of \$5,127,625 (rounded), and the project was completed on March 1, 2023. Staff recommends the City Council accept the public work known as the Rocklin Road at Pacific Street Roundabout Project, accept the Notice of Completion, and authorize and direct the execution and recordation of the Notice of Completion on behalf of the city.

Fiscal Impact:

This Project is funded by Congestion Mitigation and Air Quality (CMAQ) Funds (Fund 240), SPMUD reimbursement (Fund 240), and SB325 Sales Tax Funds (Fund 210). Upon the approval of this Notice of Completion, staff will proceed with submitting the final project closeout to the California Department of Transportation. Accordingly, as noted in the Resolution, staff recommends the City Council authorize the City Manager to execute any and all necessary financial transactions necessary to ensure the proper closeout of the Project.

ATTACHMENTS:

- [1. Resolution](#)

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ACCEPTING THE PUBLIC WORK KNOWN AS THE ROCKLIN ROAD AT PACIFIC
STREET ROUNDABOUT PROJECT, APPROVING THE NOTICE OF COMPLETION
THEREOF, AND AUTHORIZING AND DIRECTING THE EXECUTION AND
RECORDATION OF SAID NOTICE ON BEHALF OF THE CITY
(GEORGE REED, INC.)

WHEREAS, on October 26, 2021, the City Council of the City of Rocklin adopted Resolution No. 2021-183 awarding the contract for the Rocklin Road at Pacific Street Roundabout Project to George Reed, Inc. in the amount of \$4,458,804 (rounded); and

WHEREAS, this project consisted of the construction of a multi-lane roundabout located at the intersection of Rocklin Road and Pacific Street for the purposed of existing and future traffic relief; and

WHEREAS, Rocklin Municipal Code section 3.04.050 authorized a contingency amount of fifteen percent of the contract, \$668,821 (rounded), which was approved by the City Council of the City of Rocklin for a total authorized project cost of \$5,127,625 (rounded); and

WHEREAS, Thirty-Six (36) change orders were issued increasing the cost by \$963,313 bringing the project amount to \$5,422,117 (rounded); and

WHEREAS, South Placer Municipal Utility District (SPMUD) reimbursed the City \$482,843 for work done on their behalf bringing the City's total cost to \$4,939,274 (rounded).

WHEREAS, the project was completed on March 1, 2023, and funded using Congestion Mitigation and Air Quality Funds (CMAQ) (Fund 240), SPMUD reimbursements (Fund 240) and SB325 Sales Tax Funds (Fund 210);

WHEREAS, upon the approval of this Notice of Completion, staff will proceed with submitting the final project closeout to the California Department of Transportation, which may necessitate budgetary and accounting authority to align with the final grant funding.

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

Section 1 The attached Notice of Completion relative to the public work known as the Rocklin Road at Pacific Street Roundabout Project (George Reed, Inc.), is hereby approved and the public work accepted.

Section 2. The Director of Public Works is authorized and directed to execute said Notice on behalf of the City of Rocklin.

Section 3. The City Clerk is authorized and directed to record said Notice in the Office of the Placer County Recorder when fully executed and notarized and within ten (10) days of Council approval.

Section 4. The City Manager is hereby authorized to make any necessary financial, budgetary, and accounting transactions in connection with the Pacific Street Roundabout Project, and to undertake all actions necessary to close out the project.

PASSED AND ADOPTED this 10th day of September, 2024, by the following vote:

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

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

Recording Requested by and Return to:

No Fee Per Gov't Code §27383

City Clerk
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as the Rocklin Road at Pacific Street Roundabout Project is complete. The locations of said project are the intersection at Rocklin Road and Pacific Street, Rocklin, CA. The owner of said project is the City of Rocklin. The date of completion was March 1, 2023. The contractor on the project was George Reed, Inc., and the surety on said project was Western Surety Company.

I, Justin Nartker, being first duly sworn, depose and say: I am the Director of Public Works of the City of Rocklin, a general law city in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Rocklin. I have read the Notice of Completion, and know its contents and the facts stated therein are true.

City of Rocklin

ATTEST:

Justin Nartker, Director of Public Works - City of Rocklin – 3970
Rocklin Road- Owner of the Public Work Improvement

Avinta Singh, City Clerk

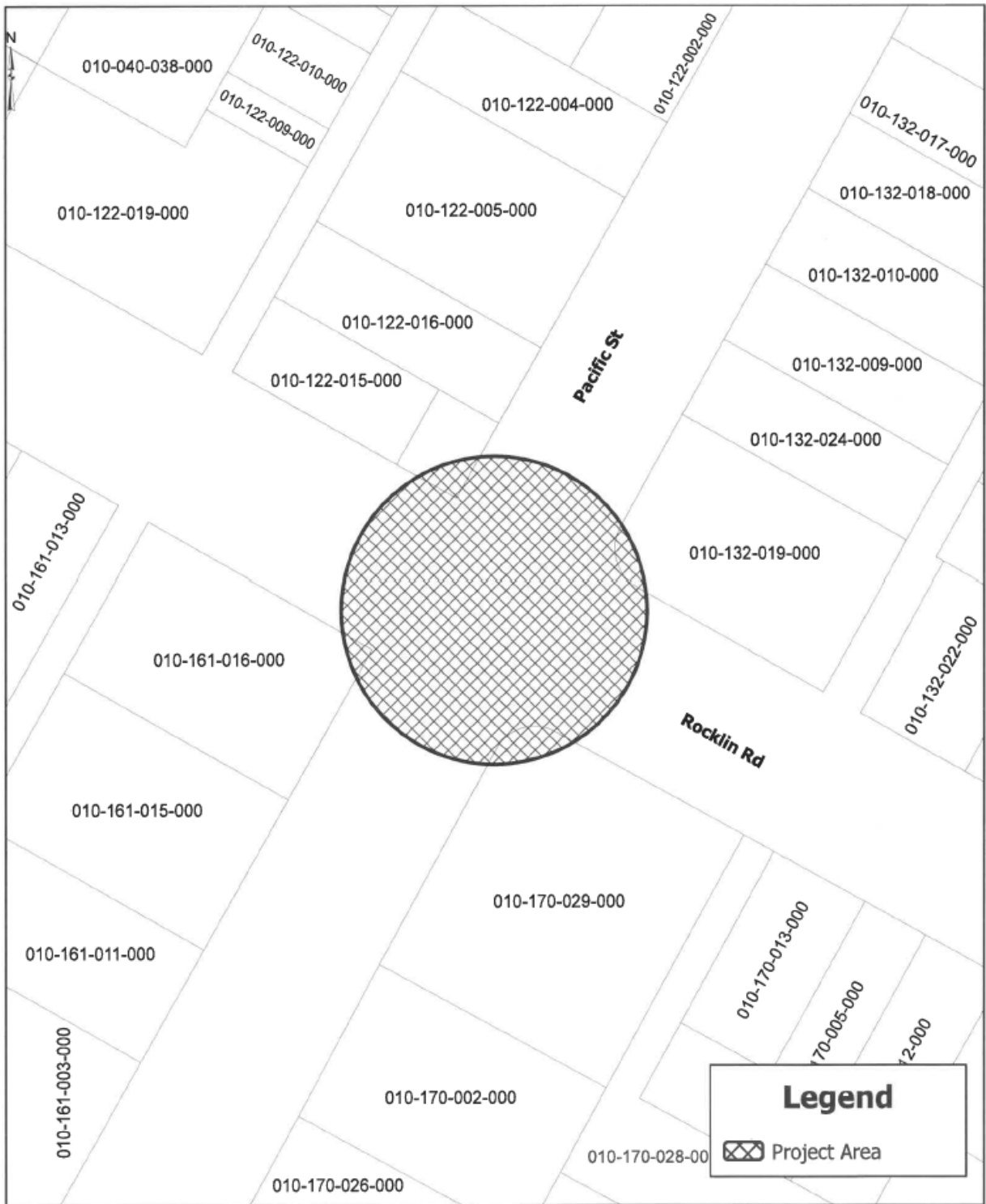
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Signature: _____

Justin Nartker, Director of Public Works
Rocklin, California

Exhibit A





City Council Staff Report

Subject: Proclamation for 100 Year Anniversary of Boy Scout Troop 29

Date: September 10, 2024

Submitted By: Elizabeth Sorg, Management Analyst

Department: City Manager's Office

Recommendation:

Approve a Proclamation of the City Council of the City of Rocklin Honoring the 100 Year Anniversary of Boy Scout Troop 29.

ATTACHMENTS:

[1. Proclamation Honoring Boy Scout Troop 29](#)

Proclamation

Issued by City Council

BOY SCOUT TROOP 29 100TH ANNIVERSARY

WHEREAS, the mission of the Boy Scouts of America is to prepare young people to make ethical and moral choices throughout their lives by instilling the values of the Scout Oath and Law; and

WHEREAS, Boy Scout Troop 29 is dedicated to this mission by providing a values-based program that offers responsible fun and adventure, fosters ethical character development, and trains youth in citizenship, leadership, and service; and

WHEREAS, Boy Scout Troop 29 was established in 1924 to serve Placer County under the leadership of Raymond Graham; and

WHEREAS, the Troop became reactivated in 1949 after World War II with a sponsorship from the Rocklin Parent Teachers Association and later the Rocklin Lion's Club; and

WHEREAS, the Boy Scout Troop 29 has met at various community buildings in Rocklin for the past 75 years, including Finnish Temperance Hall and the Johnson Springview Community Center; and

WHEREAS, in the 100 years of service in Placer County and 75 years of service in Rocklin, Troop 29 has mentored over 5,000 youth and 175 Eagle Scouts; and

WHEREAS, the City of Rocklin wishes to celebrate the 100-year anniversary of Boy Scout Troop 29 and their service to Placer County and the City of Rocklin.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rocklin, does hereby honor the 100 year anniversary of Boy Scout Troop 29 and the service the group and its members have provided to the City in those 100 years.

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk



City Council Staff Report

Subject: 2023 Consolidated Annual Performance and Evaluation Report (CAPER)

Date: September 10, 2024

Submitted By: Gabrielle de Farcy, Associate Management Analyst
Elizabeth Sorg, Management Analyst

Department: City Manager's Office

Recommendation:

Conduct a Public Hearing and Consider the Following Action:

Adopt a Resolution of the City Council of the City of Rocklin Authorizing Staff to Submit the 2023 Consolidated Annual Performance and Evaluation Report (CAPER) and Authorizing the City Manager to Execute and File All Documents Required for Submittal to the U.S. Department of Housing and Urban Development (HUD).

Background:

As a recipient of U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds, the City of Rocklin must complete a Consolidated Annual Performance and Evaluation Report (CAPER) on an annual basis. The CAPER identifies programs and activities that the City undertook during the Program Year (PY) to meet the priority needs identified in the five-year Consolidated Plan.

On July 26, 2024, a draft of the PY 2023 CAPER was made available for public review. Notice of the Public Review Draft CAPER's availability, comment period and the scheduled public hearing before the City Council was published in the Placer Herald. In addition, the notice was emailed to various service providers through dissemination by the Placer Collaborative Network (PCN) and The Placer Consortium on Homelessness (PCOH) and posted in the City's posting box outside of City Hall. The report was made available through links in email notices, at City Hall and on the City's website. Comments on the draft report were due by the end of the business day, Friday, August 16, 2024. As of the publishing of this report, no comments have been received.

CDBG Standard Entitlement PY 2023 Summary

Total PY 2023 Award: \$300,177.00

PY 2022 Carryover: \$2,976.91

- Accessibility and Safety Projects
 - Amount budgeted: \$198,091.96
 - Amount expended: \$196,611.00
 - Households assisted: 100
- Seniors First Senior Nutrition Program
 - Amount budgeted: \$11,256.63
 - Amount expended: \$11,252.83
 - Persons assisted: 70
- Stand Up Placer Mental Health Program
 - Amount budgeted: \$11,256.64
 - Amount expended: \$11,256.64
 - Persons assisted: 512
- St Vincent de Paul Food Bags Delivery Program
 - Amount budgeted: \$11,256.64
 - Amount expended: \$11,256.64
 - Persons assisted: 49
- KidsFirst Mental Health Program
 - Amount budgeted: \$11,256.64
 - Amount expended: \$6,816.05
 - Persons served: 14
- Planning/Administration
 - Amount budgeted: \$60,035.40
 - Amount expended: \$60,035.40

There are three programs identified in the 2023 Annual Action Plan that were unable to spend the total allocation amount awarded. Due to HUD's 15% spending caps associated with the Public Services category, unspent funds will be reallocated to Public Facilities for the Accessibility and Safety Project identified in the 2024 Annual Action Plan. The unspent funds include:

- PY 2023 Accessibility and Safety Projects - \$1,480.96 unspent funds
- PY 2023 KidsFirst Program - \$4,440.59 unspent funds
- PY 2023 Seniors First Program - \$3.80 unspent funds

The combined total of unspent funds that will be carried over to Accessibility and Safety Projects in PY 2024 is \$5,925.35

CARES Act - CDBG-CV-1 and CDBG-CV-3

Although not technically a part of the PY 2023 Annual Action Plan, the City is including a brief update regarding CARES Act funding and spending in the CAPER. The City's initial allocation of CDBG-CV-1 (\$164,189) funds was the primary focus of the first substantial amendment to the 2020 Annual Action Plan approved by the City Council on September 22, 2020.

In addition to CDBG-CV-1 funds, on September 11, 2020, the City of Rocklin was also notified that it had received \$299,113 in a third round of CDBG-CV-3 funding from the CARES Act. Approval of the second substantial amendment to the 2020 Annual Action Plan was approved by the City Council on August 10, 2021. All grant funds were not allocated during that amendment.

In an effort to create another opportunity to accept new or revised proposals to spend the remaining CDBG-CV-1 and CDBG-CV-3 funds available, approval of the third substantial amendment to the 2020 Annual Action Plan was approved by the City Council on October 11, 2022. A summarized list of CDBG-CV activities and status are below.

- CDBG-CV-1
 - KidsFirst - \$45,000 for a Rental/Utility Assistance Program (Completed)
 - Salvation Army - \$39,000 for a Rental Assistance Program (Completed)
 - Stand Up Placer - \$15,000 for a Counseling Program (Open)
 - The Gathering Inn - \$45,189 for a Counseling Program (Completed)
 - The Gathering Inn - \$20,000 for a Medical Clinic (Completed)
- CDBG-CV-3
 - Salvation Army - \$20,000 for a Rental Assistance Program (Open)
 - St. Vincent de Paul - \$44,125 for Senior and Disabled Food Bags/Basic Essentials Program (Open)
 - St. Vincent de Paul - \$92,713.02 for a Rental/Utility Assistance & Essentials Program (Open)
 - The Gathering Inn - \$142,274.98 for Direct Services for Rocklin Homeless due to COVID (Completed)

HUD's original deadline to spend 80% of the CV funds by September 1, 2023 was revised to require that 100% of the funds be spent by September 1, 2026 and final spending and accomplishments data reported to HUD by November 9, 2026.

At the time of this report's preparation, \$436,168.19 (94%) of CDBG-CV-1 and CDBG-CV-3 funds have been spent. The City's focus will be to continue to work with the subrecipients to maximize their remaining funds within the mandated timeframe.

Fiscal Impact:

There is no impact to the general fund. The CDBG allocation is budgeted annually in the CDBG Housing and Urban Development Entitlement Fund (Fund 257).

ATTACHMENTS:

1. [Resolution](#)
2. [Resolution Exhibit A - CAPER](#)

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AUTHORIZING STAFF TO SUBMIT THE 2023 CONSOLIDATED ANNUAL PERFORMANCE
AND EVALUATION REPORT (CAPER) AND AUTHORIZING THE CITY MANAGER TO
EXECUTE AND FILE ALL DOCUMENTS REQUIRED FOR SUBMITTAL TO THE U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

WHEREAS, the City of Rocklin has applied for and received Community Development Block Grant (CDBG) funds as an entitlement jurisdiction for the Government of the United States under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the Department of Housing and Urban Development (HUD) is the federal agency that oversees the administration of the CDBG program, and

WHEREAS, HUD requires entitlement jurisdictions to complete an annual evaluation of their grant programs through a report known as the Consolidated Annual Performance and Evaluation Report (CAPER);

WHEREAS, the CAPER, and a notice of the public comment period, have been published for citizen comment from July 26, 2024 to August 16, 2024 prior to forwarding the documents to City Council;

WHEREAS, a public hearing was held on September 10, 2024.

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 authorizes staff to submit the City of Rocklin's CAPER to the 2023 Action Plan in the form attached hereto as Exhibit A and by this reference incorporated herein, certifying that the City of Rocklin has and will continue to conduct its activities in accordance with applicable statutes and regulations governing the CDBG program.

Section 2. The City Council of the City of Rocklin hereby also authorizes the City Manager, or her designee, to execute and file the CAPER and all documents that are required to receive CDBG funding for and on behalf of the City of Rocklin, and to make minor changes to those documents where necessary, including minor corrections, to reflect public comment, and/or respond to modifications requested by HUD.

PASSED AND ADOPTED this 10th day of September, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

Exhibit A
2023 CAPER Document



Draft

Consolidated Annual Performance and Evaluation Report (CAPER)

Program Year 2023-2024

HUD Entitlement: Community Development Block Grant

Public Review Period: July 26, 2024 – August 16, 2024

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

This 2023 Consolidated Annual Performance and Evaluation Report (CAPER) covers the reporting period from July 1, 2023 to June 30, 2024. It is the fourth CAPER in the five-year 2020 – 2024 Consolidated Plan. The Consolidated Plan is a comprehensive planning document that serves as the guiding document for the use of funds from the HUD Community Development Block Grant entitlement program in the areas of housing and community development. The Action Plan, a component of the Consolidated Plan, identifies the specific activities the City will undertake during the Program Year. Both the Consolidated Plan and the Action Plan are implemented by City staff. The City was awarded an entitlement allocation of \$300,177 in Community Development Block Grant (CDBG) funds for the 2023 Program Year (PY).

The CAPER identifies programs and activities that the City undertook during the 2023 PY to meet priority needs identified in the Consolidated Plan. In addition, the CAPER discusses actions that the City took to address barriers to public services for seniors, therapy for domestic violence victims, therapy and case management services to children, adults and families to support the recovery from trauma, and ADA improvements. The CAPER shows both annual accomplishments and the cumulative accomplishments for the Consolidated planning period. This CAPER shows progress towards goals from July 2023 through June 2024.

CARES Act – CDBG-CV-1 and CDBG-CV-3

Although not technically a part of the PY 2023 Annual Action Plan, the City is including a brief update regarding CARES Act funding and spending in the CAPER. The City's initial allocation of CDBG-CV-1 (\$164,189) funds was the primary focus of the first substantial amendment to the 2020 Annual Action Plan approved by the City Council on September 22, 2020.

In addition to CDBG-CV-1 funds, on September 11, 2020, the City of Rocklin was also notified that it had received \$299,113 in a third round of CDBG-CV-3 funding from the CARES Act. Approval of the second substantial amendment to the 2020 Annual Action Plan was approved by the City Council on August 10, 2021. All grant funds were not allocated during that amendment.

In an effort to create another opportunity to accept new or revised proposals to spend the remaining CDBG-CV-1 and CDBG-CV-3 funds available, approval of the third substantial amendment to the 2020 Annual Action Plan was approved by the City Council on October 11, 2022. A complete list of CDBG-CV activities and status include:

CDBG-CV-1

- KidsFirst - \$45,000 for the Rental/Utility Assistance Program to respond to income reductions related to Coronavirus (Completed)
- Salvation Army – \$39,000 for the Rental Assistance Program to respond to income reductions related to Coronavirus (Completed)
- Stand Up Placer - \$15,000 for a Counseling Program to respond to the service needs of victims of domestic violence stemming from Coronavirus (Open)
- The Gathering Inn - \$45,189 for the Counseling Program to respond to the service needs of the homeless stemming from Coronavirus (Completed)
- The Gathering Inn - \$20,000 for the Medical Clinic to prevent, prepare for, and respond to Coronavirus and its effects on homeless populations (Completed)

CDBG-CV-3

- Salvation Army – \$20,000 for the Rental Assistance Program to respond to income reductions related to Coronavirus (Open)
- St. Vincent de Paul – \$44,125 for Senior and Disabled Food Bags/Basic Essentials Program (Open)
- St. Vincent de Paul – \$92,713.02 for the Rental/Utility Assistance & Essentials Program (Open)
- The Gathering Inn - \$142,274.98 for Direct Services for Rocklin Homeless due to COVID (Housing, Case Management, Drivers, Transportation, Food, Shelter, Day Services)/Rental Assistance (Completed)

HUD's original deadline to spend 80% of the funds by September 1, 2023 was revised to require that 100% of the funds be spent by September 1, 2026 and final spending and accomplishments data reported to HUD by November 9, 2026.

At the time of this report's preparation, \$436,168.19 (94%) of CDBG-CV-1 and CDBG-CV-3 funds have been spent. The City's focus will be to continue to work with the following subrecipients to maximize their remaining funds within the mandated timeframe:

- Stand Up Placer (CV-1 Counseling Program) – \$15,000
- Salvation Army (CV-3 Rental Assistance Program) – \$4,690.47
- St. Vincent de Paul (CV-3 Food Bags Program) – \$4,033.08
- St. Vincent de Paul (CV-3 Rental Assistance Program) – \$3,410.26

Unspent Funds from PY 2023/Carry over

There are three programs identified in the 2023 Annual Action Plan that were unable to spend the total allocation amount awarded. Due to HUD's 15% spending caps associated with the public services category, unspent funds will be reallocated to public facilities for the ADA improvement project identified in the 2024 Annual Action Plan. The unspent funds include:

- PY 2023 Public Services ADA Project – \$1,480.96 unspent funds
- PY 2023 KidsFirst Program – \$4,440.59 unspent funds

- PY 2023 Seniors First Program – \$3.80 unspent funds

The combined total of unspent funds that will be carried over to Public Services ADA project in PY 2024 is \$5,925.35

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected Strategic Plan	Actual Strategic Plan	Percent Complete	Expected Program Year	Actual Program Year	Percent Complete
CD1.1: Improve safety and accessibility in public	Non-Housing Community Development	CDBG: \$198,091.96	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2303	2900	125.92%	100	100	100.00%
CD2.3: Meet senior nutrition and social needs	Non-Housing Community Development	CDBG: \$22,513.27	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	413	369	89.35%	102	119	116.67%
CD2.4: Provide mental health services	Non-Housing Community Development	CDBG: \$22,513.28	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	267	922	345.32%	57	526	922.81%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The use of CDBG funds enabled the City to address many of its highest priority needs in PY 2023-2024.

Public services, public facilities improvements, and activities to address senior nutrition, domestic violence victim services and counseling/therapy for those individuals, as well as, therapy services to children, adults and families to support the recovery from trauma were provided to 745 individuals in PY 2023. These services meet the basic needs of low-income households, victims of sexual and domestic abuse and human trafficking, and seniors. Services include basic nutrition, therapy services, and improving accessibility through installation of ADA ramps on public streets.

During PY 2023, the City:

- Continued to develop its relationships with private for-profit developers and non-profit housing providers to expand the availability of affordable housing.
- Continued to participate in the Homeless Resource Council of the Sierra's Placer County Continuum of Care (CoC).
- Continued participation advisory committees to the CoC, including the Point in Time Count (PIT Count) committee and the Local Government Advisory Committee.
- Held regular meetings with the Roseville Housing Authority and Placer County Housing Authority to discuss affordable housing options in the City.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	493
Black or African American	36
Asian	36
American Indian or American Native	11
Native Hawaiian or Other Pacific Islander	11
American Indian or Alaskan Native & White	2
Black/African American & White	16
Other multi-racial	40
Total	645
Hispanic	112
Not Hispanic	533

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

11 seniors declined to state their race/ethnicity. Therefore, those 11 seniors were put in the white race/ethnicity section in order to capture an accurate total number of individuals assisted. A declined/unknown reporting category is not available. In PY 2023, resources targeted to special needs populations were allocated on a City-wide basis, where needs were identified and/or where resources could be coordinated with existing facilities and services. The table above includes demographic data for families assisted through CDBG Services (Public Services - Seniors First Senior Nutrition Program, St Vincent de Paul Home Delivery Program, Stand Up Placer Therapy Services and KidsFirst Therapy Services). The Infrastructure Improvements activity was also targeted to neighborhoods with older infrastructure and lowest income levels. The City assigned the priority for each category based upon the overall relative need of the public with disabilities, resources received, and policies established by the City. The City will continue to pursue all available Federal, State and local resources and look to all segments of the community to assist with meeting homeless, affordable housing, and community development needs.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	300,177	294,252
Other	public - federal	463,302	40,081

Table 3 - Resources Made Available

Narrative

The City of Rocklin was awarded \$300,177 in Standard CDBG funding in PY 2023. The City has expended \$294,251.65 which represents 98% of the total resources available in PY 2023.

In addition, the City of Rocklin was awarded a total of \$463,302 in CDBG-CV funds (\$164,189 in CDBG-CV-1 funds and \$299,113 in CDBG-CV-3 funds). At the time of this report's preparation, the City has spent \$40,081.35 in CDBG-CV-1 and CDBG-CV-3 funds in PY 2023. The total amount spent in Program Years 2021 through 2023 in CDBG-CV-1 and CDBG-CV-3 funds is \$436,168.19.

Rocklin is an "exception grantee" under the CDBG rules that relate to the use of CDBG funds to benefit low-income areas. Rather than a residential area needing to be comprised of 51% or more low-income households to be considered low-income, the City of Rocklin's exception criteria is 47.31%. Areas that are within the upper quartile of low-income households are low-income areas for the purposes of CDBG funding. The data show that Rocklin has an overall Low-Moderate Income (LMI) population of 28.08%. The programs that were funded using CDBG money in PY 2023 provided services to seniors, victims of sexual and domestic assault and human trafficking, disabled and therapy services to children, adults and families to support the recovery from trauma within the City of Rocklin.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Central Rocklin/Downtown area		65	Sidewalk repairs and accessibility improvements to remove architectural barriers in the public right-of-way and improve safety for disabled persons.
City of Rocklin	100		citywide

Table 4 – Identify the geographic distribution and location of investments

Narrative

The Central Rocklin/Downtown area is a defined target area that describes a specific geographic area within the City of Rocklin. Infrastructure Improvements, in the form of ADA ramp improvements, were planned and constructed in this target area. The remaining funds, comprised of public services and administration, were spent on activities throughout the City of Rocklin. Based on the 2011-2015 American Community Survey (ACS) data provided to HUD by the US Census Bureau, the City's "upper quartile" is 47.31% as there is only one census tract within the City that contains 51% or more Low-Moderate Income (LMI) households.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City has allocated funds from the Low- and Moderate-Income Housing Asset Fund (LMIHA) to The Gathering Inn (\$65,000) and St. Vincent de Paul (\$15,000) to fund Homeless Prevention and Rapid Rehousing efforts and The Salvation Army (\$25,000) to fund a Rental Assistance Program in PY 2023.

The City does not receive a formula allocation of HOME Investment Partnerships Program (HOME) funds. The City of Rocklin's Section 8 Housing Choice Voucher program is administered by the City of Roseville's Housing Authority under contract with the City of Rocklin. The Placer County Housing Authority also issues Section 8 Housing Choice Vouchers in Rocklin.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	0	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Sierra College Senior Apartments was approved in December 2022, which is expected to be a new 180 unit Senior affordable apartment project on the south side of Rocklin Road, just west of Havenhurst Circle.

The elimination of prior ongoing funding sources by the State of California, such as Redevelopment, has severely limited the City's ability to participate in funding of affordable housing. Through a contract with the Roseville Housing Authority, the City was able to provide 132 Section 8 Housing Choice Vouchers throughout PY 2023. Another 116 Section 8 Housing Choice Vouchers were issued in Rocklin by the Placer County Housing Authority for a combined total of 248 Section 8 Housing Choice Vouchers issued.

Discuss how these outcomes will impact future annual action plans.

The City's goal is to increase the number of rental and purchase units affordable to very low, low and moderate-income households. The City will continue to pursue available Federal, State and local resources to the extent possible to address affordable housing needs. The City will meet the underserved needs of the homeless population through participation in a countywide Continuum of Care process and in partnership with supportive service providers. The City provided CDBG funding for a variety of public service activities to create or expand services that target underserved needs within the community.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	0	0

Table 7 – Number of Households Served

Narrative Information

The downturn of the housing market in the late 2000's reduced the private market development of single-family homes and multi-family housing units. This has also reduced the availability of affordable homes for purchase and rental. Multi-family home developers have been affected by reductions or eliminations of a variety of funding sources. Now, the market is working to catch up with demand, particularly in the rental market. The City is challenged to develop new affordable housing units given the reduction of resources to subsidize affordable housing production.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

City staff has participated in regular committee meetings organized by the Homeless Resource Council of the Sierras (CoC) and Placer County Health and Human Services (HHS) Department from August 2015 to the present to consider homeless shelter needs and options in the county, as well as strategies to create permanent housing solutions. Attendees have included local agency staff from cities and counties, and numerous non-profits. The City of Rocklin will continue to coordinate with Placer County and serve on the Board for the Continuum of Care (CA-515) to implement the Strategic Plan to End Homelessness in Placer County as well as similar future planning endeavors to address homelessness. Their mission is to bring people together in collaboration to develop, coordinate and support projects, services and resources that will enhance our partner's ability to end homelessness.

A collaborative local government commission to the CoC was created to address homelessness in the region: the Local Government Advisory Committee, or LoGAC. Executive staff from several cities and the County participate in the LoGAC and report back to the CoC on issues of relevance. The City of Rocklin will continue to coordinate with the Placer Consortium on Homelessness whenever possible on providing homeless needs assistance. The City will also coordinate with surrounding jurisdictions in the provision of housing assistance and related services to homeless persons.

The City has also created a dedicated Community Oriented Policing and Problem Solving unit (COPPS). Part of the mission of this unit is to provide direct outreach to the unhoused population and help them access resources. Trained officers make contact with the unhoused to provide them with information and connect them to service provider.

In late spring/early summer 2022 the City of Rocklin Police Department and Code Enforcement established a partnership with Placer County Probation and Health and Human Services encouraging their use of a Probation Outreach Vehicle (POV) to provide weekly outreach opportunities and connections with individuals experiencing homelessness in Rocklin. This purpose of the POV vehicle is to provide a weekly location that provides consistent services assistance and check in opportunities for probation with Rocklin individuals experiencing homelessness.

The City also funds community partners to provide necessary services to the unhoused population. In PY 2023, the City of Rocklin awarded St. Vincent de Paul with \$15,000 in Low- and Moderate-Income Housing Asset (LMIHA) Funds for emergency rental assistance to be paid directly to landlords to prevent homelessness. Additional services provided by St. Vincent de Paul include meal programs and medical care. The City of Rocklin awarded The Salvation Army \$25,000 in Low- and Moderate-Income Housing

Asset (LMIHA) Funds for a rental assistance program to serve residents facing housing instability. The Gathering Inn, another LMIHA recipient, has a Saturday health clinic, a clothing closet, and laundry facilities.

Placer County's Continuum of Care (CoC) conducted a Point in Time count (PIT) in January of 2024. The PIT provides the homeless assistance community with the data needed to understand the number and characteristics of persons who are homeless at one point-in-time. A PIT count survey was conducted to document sheltered and unsheltered homeless on the night of January 23, 2024. There were 336 sheltered and 366 unsheltered for a total of 702 homeless persons counted throughout Placer County as a whole (including all incorporated Cities). Countywide numbers in 2024 were down slightly compared to the 709 individuals that were reported Countywide in 2022. In the City of Rocklin specifically, there were 13 sheltered and 26 unsheltered individuals counted in 2024 for a total of 39 homeless persons, which is a decrease in 18%.

Addressing the emergency shelter and transitional housing needs of homeless persons

In PY 2023, the Gathering Inn received \$65,000 from the Low- and Moderate-Income Housing Asset (LMIHA) Funds for Homelessness Prevention and Rapid Rehousing activities to assist the homeless with social, health and case management services. This organization is a nomadic sheltering program offering overnight accommodations for up to 65 homeless persons and is the only overnight emergency shelter in Placer County serving all demographics of individuals experiencing homelessness. There are 28 hosting churches of which 7 are located in Rocklin. The organization helps homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living. This includes shortening the period of time that individuals and families experience homelessness, facilitates access for homeless individuals and families to affordable housing units, and prevents individuals and families who were recently homeless from becoming homeless again. The Gathering Inn served 8 individuals between July 1, 2023 and June 30, 2024 and provided 865 bednights. All 8 individuals secured permanent housing. The CoC evaluates services and identifies gaps in homeless services at least annually.

The collaboration with the Placer Consortium on Homelessness is one of the City's mechanisms to prevent homelessness in the City of Rocklin. Partnership with The Gathering Inn is also a way to assist the needs of the homeless through education and services. Homeless priorities have been established within the framework of the Homeless Resource Council of the Sierras; the priorities have been set as: emergency shelter, transitional housing, permanent supportive housing, and rapid re-housing. Most housing options for the homeless individuals and families are in permanent supportive housing programs; with only temporary openings because of a change in status of a resident. In comparison, except for victims of domestic violence, there are very few beds available in emergency shelter situations. There were 253 emergency beds in PY 2023 provided by the following emergency shelters:

- Advocates for Mentally Ill Housing (45)

- Project Roomkey (13)
- North Tahoe-Truckee Homeless Services (2)
- Stand Up Placer (39)
- VOA (19)
- Sierra Community House (1)
- The Gathering Inn (175)

Emergency shelter is identified as a high-priority, while Transitional housing and Supportive housing are identified as a medium-priority. The need for emergency shelter, mental health services, substance abuse treatment, and emergency food and clothing exists, especially for some subpopulations, such as those with severe mental illness or individuals who are chronically homeless (who have had regular or continued periods of homelessness). Emergency shelter may be used as engagement housing in order to build trust until such time as the client is ready to move into a permanent supportive housing situation.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

In PY 2016, City staff constructed a list of services offered to Rocklin residents that need physical and mental health services, foster care, food and other assistance in order to better pair the services to those who need them. In PY 2023, City staff continued to add to the list as they became aware of new services. City staff provide a comprehensive Housing Resources Guide produced by Placer County. Annually, staff also create an apartment resource guide for all available apartment complexes within with City. City staff are on the board of the Placer County CoC, which provides funding to local public service organizations to prevent homelessness, particularly for families and youth. The City has also recently acquired a subscription to the local HMIS database so outreach workers can enter people needing service into the system to refer those who need assistance to service providers.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Local service providers are applying for and have received Rapid Rehousing and Homeless Prevention funds to assist homeless families and individuals. There are emergency beds, transitional housing beds, and permanent supportive housing beds currently serving families. Domestic violence, substance abuse, mental and physical disabilities can all contribute toward individual and family homelessness. There are

collaborative community efforts to provide coordinated services to those in need of assistance. The designation of chronic family homelessness is very helpful in focusing services on the most vulnerable populations first. The City also coordinated with surrounding jurisdictions in the provision of housing assistance and related services to homeless persons.

The Gathering Inn helps homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitates access for homeless individuals and families to affordable housing units, and prevents individuals and families who were recently homeless from becoming homeless again.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City does not have public housing within its jurisdiction, however the City of Rocklin contracts with The Roseville Housing Authority to operate and administer the Housing Choice Voucher (HCV) Section 8 Rental Assistance Program which serves both the cities of Roseville and Rocklin. The Placer County Housing Authority provides Section 8 Housing Choice Vouchers to Rocklin residents as well.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City does not have public housing within its jurisdiction and therefore this section does not apply.

Actions taken to provide assistance to troubled PHAs

The City does not have public housing within its jurisdiction and therefore this section does not apply.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Rocklin is committed to removing or reducing barriers to affordable housing whenever possible. Barriers to affordable housing identified in the City's Analysis of Impediments to Fair Housing Choice, include: 1) Lack of sufficient affordable housing supply; 2) Loss of affordable units; and 3) Need for rental subsidy for lower-income households. During PY 2023, the City has continued to ensure the availability of adequate sites for the development of affordable housing and has researched state and federal funding sources to support efforts to construct affordable housing. The City continues to support opportunities for the redevelopment or re-use of underutilized parcels, particularly for high density and affordable housing development. The City has over 200 condominiums that must remain affordable to persons of low or moderate income. City staff verifies program participant's income and administers the program. The City has also adopted an affordable housing fee reduction program to incentivize the construction of more affordable units for very low and extremely low income individuals.

There are several affordable housing developments that are in the pre-entitlement phase, and staff have been working with developers to ensure these projects receive their entitlements.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Consistent with priority needs identified in the Consolidated Plan, during PY 2023 the City provided funding for the following activities that addressed priority special needs populations:

The City provided CDBG funds to Seniors First to administer a Senior Nutrition program, which provides hot meals to seniors in need. The City provided CDBG funds to St. Vincent de Paul to administer a program to provide groceries and basic essentials to low-income, homebound elderly and disabled adults. The City provided CDBG funds to Stand Up Placer to provide additional therapy services, crisis intervention and advocacy services to Rocklin residents. The City provided CDBG funds to KidsFirst to provide therapy services to children, adults and families to support their recovery from trauma. The City provided Low- and Moderate-Income Housing Asset Funds to The Gathering Inn to provide case management, temporary housing and other support services to serve individuals and families facing homelessness. In Addition, the City provided Low- and Moderate-Income Housing Asset Funds to St. Vincent de Paul and The Salvation Army for emergency rental assistance to be paid directly to landlords to prevent homelessness.

Other Federal, State and local resources, including funds from charitable organizations and private donations, were made available to service providers to assist special needs populations. Service providers received these funds directly. Maintaining a partnership with The Placer Consortium on

Homelessness and Affordable Housing (PCOH) has helped to address and reduce obstacles to meeting underserved needs. In addition, the City's Housing Element includes recommendations and programs to alleviate obstacles to meeting underserved needs. The City will continue to use CDBG dollars to address underserved needs and to provide education about services and service providers to the extent feasible.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Maintaining a partnership with PCOH has helped to address and reduce obstacles to meeting underserved needs. In addition, The City of Roseville Housing Authority and Placer County Housing Authority administer the Housing Choice Voucher Section 8 Rental Assistance Programs, of which an inspection is required of painted surfaces for the discovery of the potential presence of lead-based paint. If the inspection conducted identifies that a potential hazard exists, the program requires the rehabilitation contractor or homeowner to follow HUD guidelines for mitigation or removal of the lead-based paint hazard. The City also requires that property owners properly maintain their dwelling units. Complaints of deteriorating surfaces containing lead-based paint, and posing a hazard to occupants are reportable to the Placer County Environmental Health Department and represent a potential County Health Code violation subject to appropriate mitigation by the property owner. The City's Housing Element includes recommendations and programs to alleviate obstacles to meeting underserved needs. The City will continue to use CDBG dollars to address underserved needs and to provide education about services and service providers to the extent feasible.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

During PY 2023, the City of Rocklin took the following actions to reduce the incidence of poverty within the City's jurisdiction:

\$65,000 in Rocklin Low- and Moderate-Income Housing Asset funds were allocated to The Gathering Inn. Funds were geared toward Rocklin individuals and families who are homeless or at risk of becoming homeless, and those persons living below the poverty level. The City of Rocklin assisted households by identifying and linking residents to various housing, social services and educational programs.

\$15,000 in Rocklin Low- and Moderate-Income Housing Asset funds were allocated to St. Vincent de Paul. Funds were geared toward families and individuals in Rocklin for emergency rental assistance to be paid directly to landlords to prevent homelessness.

\$25,000 in Rocklin Low- and Moderate-Income Housing Asset funds were allocated to The Salvation Army for Rocklin individuals and families for emergency rental assistance to be paid directly to landlords to prevent homelessness.

City staff continue to work with new and existing business owners, developers and local business associations to promote a healthy job/housing balance which fosters a variety of jobs with varying levels of skill and training to strengthen the current local economy.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City has continued to rely on the Rocklin Housing Division to administer its housing programs and implement housing policies. The Housing Division administers affordable housing homeownership programs and down payment assistance programs, in addition to oversight of CDBG subrecipients and related activities. The Housing Division also provides program and resource information and referrals to residents; including referrals to homeless assistance, fair housing, legal services, etc. The programs administered by the Housing Division are funded through a variety of public and private sources, including Federal, State and City funding under local affordable housing requirements. The City is the lead agency for allocated CDBG funding and has established goals under the Entitlement Program to integrate planning and projects in correlation with community needs and priorities.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City has continued to support services that meet the needs of Rocklin residents. The Housing Division acts as a liaison between other public and private agencies to maximize service to Rocklin residents and prevent the duplication of services. The City of Roseville's Housing Authority administers the Section 8 Housing Choice Voucher program for the City of Rocklin, under contract. Section 8 Housing Choice Vouchers are also issued in Rocklin by the Placer County Housing Authority. The City will continue to provide assistance to outside organizations when necessary and as funds are available.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City has completed several of the implementation tasks identified in the Analysis of Impediments to Fair Housing. Many of them have been ongoing tasks that have been addressed throughout the year.

Fair Housing pamphlets and literature are also made available to the public. Housing Division staff continues to further their knowledge of fair housing laws and issues, including making pamphlets and news articles available to staff. Housing Division staff continues to address all housing-related complaints, including those regarding discrimination. In the case of alleged discrimination, those residents are provided with information regarding fair housing law, a HUD discrimination complaint form, and referrals to legal services, the State Department of Fair Housing and Employment, and other appropriate agencies.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Each year, the City conducts a risk assessment of subrecipients to determine the need for monitoring. All subrecipients are subject to an annual risk assessment and on-site monitoring visit to ensure compliance with the CDBG program requirements. The City of Rocklin has developed a monitoring system to ensure that the activities carried out in the furtherance of the Consolidated Plan are done in a timely manner and in accordance with the federal monitoring requirements of 24 CFR 570.501 (b) and 24 CFR 85.40 and all other applicable laws, regulations, policies, and sound management and accounting practices. All subrecipients received ongoing monitoring in PY 2023. In May of 2023, City staff conducted an on-sight monitoring visit to Stand Up Placer (2023 Standard CDBG Counseling/Advocacy Services).

In terms of the actions taken for compliance with minority business outreach and comprehensive planning requirements, the City's Notice to Bid is advertised in the local paper twice (two consecutive weeks), posted on the City's website and on CIPList.com. The CIPList.com subscribers include many minority or women owned businesses.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

A notice of the Draft CAPER's availability, public review period (July 26, 2024 through August 16, 2024) and anticipated public hearing date of September 10, 2024 was published in the Placer Herald newspaper on July 26, 2024.

The City notified public service agencies directly via an email to local non-profit collaborations (Placer Collaborative Network and Placer Consortium on Homelessness) regarding the availability of the 2023 CAPER and attached electronic copies/links of the public review/hearing notice and Draft document. These organizations provide services to minorities and non-English speaking persons, as well as, persons with disabilities. The City encourages all agencies who receive these types of notices to share this information with their clients and other organizations who may be interested in the Draft CAPER.

Comments on the Draft CAPER were due by Friday, August 16, 2024. No comments were received as of preparing this draft report.

The CAPER will be submitted to HUD by September 28, 2024 for review.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were two programs identified in the previous Annual Action Plan that were unable to spend the total allocation amount awarded. Due to HUD's 15% spending caps associated with the public services category, these unspent funds were reallocated to public facilities for the ADA improvement project identified in the 2023 Annual Action Plan.

In PY 2022 there was carry over funds to PY 2023. The Public Services ADA project had \$2,886.85 in unspent funds and the KidsFirst program had \$90.06 in unspent funds.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0				
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0				
Direct, on-the job training (including apprenticeships).	0				
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0				
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0				
Outreach efforts to identify and secure bids from Section 3 business concerns.	0				
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0				
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0				
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0				
Held one or more job fairs.	0				
Provided or connected residents with supportive services that can provide direct services or referrals.	0				
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0				
Assisted residents with finding child care.	0				
Assisted residents to apply for, or attend community college or a four year educational institution.	0				
Assisted residents to apply for, or attend vocational/technical training.	0				
Assisted residents to obtain financial literacy training and/or coaching.	0				
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0				
Provided or connected residents with training on computer use or online technologies.	0				
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0				
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0				
Other.	0				

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

Section 3 did not apply to any programs in PY 2023. Therefore, the above section does not apply.



City Council Staff Report

Subject: Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing and Approval of the Issuance of California Enterprise Development Authority Revenue Obligations for the Benefit of the Rocklin Academy

Date: September 10, 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 Action:

Adopt a Resolution of the City Council of the City of Rocklin Approving the Issuance by California Enterprise Development Authority of Not to Exceed \$50,000,000 Aggregate Principal Amount of the Authority's Revenue Obligations for the Benefit of the Rocklin Academy for the Purpose of Financing, Refinancing and/or Reimbursing the Cost of Acquiring, Constructing, Developing, Installing, Equipping and Furnishing Educational Facilities and Related and Ancillary Facilities.

Background:

California Enterprise Development Authority (Authority)

The Authority is a joint powers authority (JPA) established by the California Association for Local Economic Development (CALED), to issue tax-exempt and taxable conduit revenue bonds to fund commercial and industrial development projects within member jurisdictions. Federal and state laws provide the ability for cities and counties to join together under cooperative agreements to form joint powers authorities to issue tax-exempt and taxable bonds to fund projects that provide a public benefit and serve the needs of residents within the jurisdictions of the participating members. Cities and counties in California utilize joint powers authorities primarily for economies of scale, to access specialized transaction knowledge and resources, and to avoid using valuable local staff time on these types of transactions.

The Authority was created by the cities of Selma, Lancaster and Eureka. There are over 270 cities and counties who are associate members. The Authority's activities are dedicated to providing economic development assistance to member jurisdictions as an extension of the economic development assistance provided by CALED to its members. The City became an associate member of the Authority on May 25, 2021 (per Resolution No. 2021-80).

Rocklin Academy (Borrower)

The Borrower is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the Code). The Facilities will be owned by the Borrower or by one or more limited liability companies whose sole member is the Borrower, and leased and operated by the Borrower or a related or successor entity as public charter school facilities supporting the Borrower's mission of providing a distinct educational program strengthened by community and parent involvement to achieve high standards, rich core content and innovative learning.

The Borrower commenced operations in 2000, opened its first school in 2001, and now operates three charter schools in Rocklin, California, serving approximately 2,500 students from TK to 12th grade, as well as a preschool and a charter school located in Sacramento County. The Schools seek to provide students with a challenging and comprehensive college preparatory education in small public school settings.

The Borrower and the Authority have requested that the City conduct a Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) hearing and approve a resolution in accordance with Internal Revenue Code Section 147(f) authorizing the issuance of tax-exempt obligations by the Authority in an amount not to exceed \$50,000,000. A TEFRA hearing is required by the Internal Revenue Code before tax-exempt debt can be issued for the benefit of a private nonprofit corporation. The hearing gives the public an opportunity to comment on the use of tax-exempt funds by the Borrower.

The proceeds of the Obligations will be used to finance, refinance and/or reimburse the costs of the acquisition, construction, development, installation, equipping and furnishing of charter school educational facilities known as Rocklin Academy Gateway, located at 6550 Lonetree Boulevard, Rocklin, California 95765 (the Facilities). The proceeds of the Obligations will also be used to fund a reserve fund, working capital and capitalized interest with respect to the Obligations, if necessary, and to pay certain expenses incurred in connection with the issuance of the Obligations.

The issuance of the Obligations as tax-exempt will reduce financing costs and debt service costs for the Borrower. In order to satisfy the requirements for the obligations to be issued as tax-exempt, an applicable elected representative which is also a member of the Authority is required to conduct the TEFRA hearing and approve the issuance of the tax-exempt obligations in accordance with Section 147(f) of the Code. The City Council of the City of Rocklin constitutes an applicable elected representative under Section 147(f) of the Code.

A public notice (Attachment 2) of today's public hearing was published on behalf of the City at least seven days prior to the hearing in the Placer Herald newspaper by the law firm of Kutak Rock LLP.

Staff recommends the City Council conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 to receive comments relating to the issuance of the Obligations by the Authority to finance, refinance and/or reimburse the cost of the Facilities, and adopt the Resolution approving the issuance of the Obligations by the Authority to finance, refinance and/or reimburse the cost of the Facilities for the benefit of the Borrower.

Environmental Analysis:

The approval of the Obligations to finance and refinance the Facilities is not subject to compliance with the California Environmental Quality Act (California Public Resources Code,

Section 21100, et seq.).

Fiscal Impact:

There is no direct fiscal impact to the General Fund from the staff recommendation. The City does not bear any responsibility for the tax-exempt status of the interest on the Obligations, the debt service on the Obligations or any other matter related to the Obligations.

ATTACHMENTS:

1. [Resolution](#)
2. [TEFRA Hearing Public Notice](#)

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN APPROVING THE ISSUANCE
BY CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY
OF NOT TO EXCEED \$50,000,000 AGGREGATE PRINCIPAL AMOUNT
OF THE AUTHORITY'S REVENUE OBLIGATIONS FOR THE BENEFIT
OF THE ROCKLIN ACADEMY FOR THE PURPOSE OF FINANCING,
REFINANCING AND/OR REIMBURSING THE COST OF ACQUIRING,
CONSTRUCTING, DEVELOPING, INSTALLING, EQUIPPING AND
FURNISHING EDUCATIONAL FACILITIES AND RELATED AND
ANCILLARY FACILITIES

WHEREAS, The Rocklin Academy, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, and/or a related or successor entity (the "Borrower") has requested that the California Enterprise Development Authority (the "Authority") issue tax-exempt and/or taxable revenue obligations in an amount not to exceed \$50,000,000 (the "Obligations"), for and on behalf of the Borrower, pursuant to the provisions of Chapter 5 of Division 7 of Title 1 of the Government Code of the State (commencing with Section 6500) (the "Act"), to (a) finance, refinance and/or reimburse the costs of the acquisition, construction, development, installation, equipping and furnishing of charter school educational facilities known as Rocklin Academy Gateway, located at 6550 Lonetree Boulevard, Rocklin, California 95765 (the "Facilities"), (b) fund a reserve fund, working capital and capitalized interest with respect to the Obligations, if necessary; and (c) pay certain expenses incurred in connection with the issuance of the Obligations; and

WHEREAS, the Facilities will be owned by the Borrower or by one or more limited liability companies whose sole member is the Borrower, and leased and operated by the Borrower or a related or successor entity as an educational institution serving approximately 1,136 students in grades TK-8; and

WHEREAS, the City of Rocklin (the "City") is an Associate Member of the Authority and is eligible to participate in the Authority's financing programs; and

WHEREAS, the issuance of the Obligations shall be subject to the approval of and execution by the Authority of all financing documents relating thereto to which the Authority is a party; and

WHEREAS, the Facilities are located within the territorial limits of City; and

WHEREAS, the interest on the Obligations may qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") only if the Obligations are approved in accordance with Section 147(f) of the Code; and

WHEREAS, the City Council of the City (the “City Council”) is the elected legislative body of the City and is the applicable elected representative required to approve the issue within the meaning of Section 147(f) of the Code; and

WHEREAS, the Borrower and the Authority have requested the City Council to approve the issuance of the Obligations in order to satisfy the public approval requirements of Section 147(f) of the Code; and

WHEREAS, it is intended that this Resolution shall comply with the public approval requirements of Section 147(f) of the Code; provided, however, that this Resolution is neither intended to nor shall it constitute an approval by the City Council of the Facilities for any other purpose; and

WHEREAS, a public hearing was held by the City Council on this 10th day of September, 2024, at a meeting which commenced at the hour of 6:00 p.m., at City of Rocklin City Council Chambers, 3970 Rocklin Road, Rocklin, California 95677, following a duly published notice thereof in a newspaper of general circulation in the City of Rocklin on August 30, 2024, and all persons desiring to be heard have been heard;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN, CALIFORNIA, as follows:

Section 1. The City Council hereby finds and determines that all of the recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Obligations by the Authority, from time to time, pursuant to a plan of finance, which Obligations may be tax-exempt and/or taxable as approved by the Authority in its resolution, in an amount not to exceed \$50,000,000 to finance, refinance and/or reimburse the costs of the Facilities. This resolution shall constitute “host” approval of the issuance of the Obligations within the meaning of Section 147(f) of the Code and shall constitute the approval of the issuance of the Obligations within the meaning of the Act; provided, however, that this Resolution shall not constitute an approval by the City Council of the Facilities for any other purpose. The City shall not bear any responsibility for the tax-exempt status of the interest on the Obligations, the payment of the principal of or interest on the Obligations or any other matter related to the Obligations. The City does not have any responsibility for the debt and is not pledging any assets as security for the debt.

Section 3. All actions heretofore taken by the officers, employees and agents of the City with respect to the approval of the Obligations are hereby approved, confirmed and ratified, and the officers and employees of the City and their authorized deputies and agents are hereby authorized and directed, jointly and severally, to execute and deliver any and all certificates and documents which they or bond counsel may deem necessary or advisable in order to consummate the Obligations and otherwise to effectuate the purposes of this Resolution.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing for the Facilities; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation or operation of the Facilities; or (iii) make any contribution or advance any funds whatsoever to the Authority.

Section 5. This Resolution shall take effect from and after its adoption.

Section 6. The City Clerk of the City of Rocklin shall certify the adoption of this resolution, and thenceforth and thereafter the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 10th day of September, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

EXHIBIT A

CERTIFICATE OF THE CITY CLERK

I, Avinta Singh, City Clerk of the City of Rocklin, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at the meeting of the City Council of the City of Rocklin duly and regularly held in Rocklin, California, on September 10, 2024, of which meeting all of the members of said Board had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of the City of Rocklin hereto this 10th day of September, 2024.

Avinta Singh, City Clerk

NOTICE OF PUBLIC HEARING WITH RESPECT TO THE ISSUANCE OF TAX-
EXEMPT REVENUE OBLIGATIONS BY THE CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY FOR THE PURPOSE OF FINANCING,
REFINANCING AND/OR REIMBURSING THE COST OF ACQUIRING,
CONSTRUCTING, DEVELOPING, INSTALLING, EQUIPPING AND FURNISHING
EDUCATIONAL FACILITIES FOR THE BENEFIT OF THE ROCKLIN ACADEMY
AND/OR A RELATED ENTITY

NOTICE IS HEREBY GIVEN that at 6:00 p.m., or as soon thereafter as the matter may be heard, on September 10, 2024, at City of Rocklin City Council Chambers, 3970 Rocklin Road, Rocklin, California 95677, the City Council of the City of Rocklin (the “City Council”) will conduct a public hearing (the “Public Hearing”) at which the City Council will hear and consider information concerning the issuance, from time to time, pursuant to a plan of finance, of one or more series of tax-exempt revenue obligations by the California Enterprise Development Authority (the “Issuer”) in an aggregate principal amount not to exceed Fifty Million Dollars (\$50,000,000) (the “Obligations”) for the benefit of The Rocklin Academy, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the “State”), and/or a related entity (the “Borrower”). The Issuer will loan the proceeds of the Obligations to the Borrower pursuant to one or more loan agreements (collectively, the “Loan Agreements”). The proceeds of the Obligations loaned to the Borrower will be applied to (a) finance, refinance and/or reimburse the costs of the acquisition, construction, development, installation, equipping and furnishing of charter school educational facilities known as Rocklin Academy Gateway, serving approximately 1,136 students in grades TK-8, located at 6550 Lonetree Boulevard, Rocklin, California 95765 (the “Facilities”), (b) fund a reserve fund, working capital and capitalized interest with respect to the Obligations, if necessary; and (c) pay certain expenses incurred in connection with the issuance of the Obligations. The Borrower is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). The Facilities will be owned by the Borrower or by one or more limited liability companies whose sole member is the Borrower, and leased and operated by the Borrower or a related or successor entity as public charter school facilities supporting the Borrower’s mission of providing a distinct educational program strengthened by community and parent involvement to achieve high standards, rich core content and innovative learning. The Obligations will be paid entirely from repayments by the Borrower under the Loan Agreements.

Neither the faith and credit nor the taxing power of the City of Rocklin (the “City”), the State, or any other political corporation, subdivision or agency of the State is pledged to the payment of the principal of, premium, if any, or interest on, the Obligations, nor shall the City, the State or any other political corporation, subdivision or agency of the State be liable or obligated to pay the principal of, premium, if any, or interest on, the Obligations. The Public Hearing is intended to comply with the public approval requirements of Section 147(f) of the Code.

Those wishing to comment on the proposed financing and the nature and location of the Facilities may either appear in person at the public hearing or submit written comments, which must be received by the City prior to the hearing. Written comments should be sent to the City Clerk, City of Rocklin, 3970 Rocklin Road, Rocklin, California 95677.

Dated: August 30, 2024