ROCKLIN CITY COUNCIL

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

September 9, 2025
Closed Session 5:00 p.m.
General Session 6:00 p.m.

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

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

HOW TO PARTICIPATE

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

WRITINGS RECEIVED AFTER AGENDA POSTING

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

AMERICANS WITH DISABILITIES ACT

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

LEVINE ACT PROVISIONS

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

AUDIO/VISUAL PRESENTATIONS

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

POSTING OF AGENDA

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

AGENDA

MEETING INSTRUCTIONS

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

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION

CLOSED SESSION

CS1. Pursuant to Government Code section 54957.6, Conference with Labor Negotiators, Agency Representatives: City Manager Aly Zimmermann, Director of Administrative Services Tameka Usher, and Jack Hughes; Employee Organizations: Rocklin Police Officers' Association and Rocklin Public Safety Managers

CS2. Pursuant to Government Code Section 54957.6: Conference with Labor Negotiators, Agency Designated Representatives: Mayor Gayaldo and Council Member Halldin, Unrepresented Employee: City Manager

REPORT OUT OF CLOSED SESSION

CALL GENERAL SESSION TO ORDER

PLEDGE OF ALLEGIANCE

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 26, 2025 Regular Meeting of the City Council
Recommendation: Approve the Minutes of the August 26, 2025 Regular Meeting of the City Council.

C2. Whitney Walk General Development Plan (Second Reading of Ordinance)
Recommendation: Adopt an Ordinance of the City Council of the City of Rocklin Repealing Ordinance No. 1036 (Sunset Hills Townhomes General Development Plan) and Ordinance No. 1052 (South Whitney Mixed Use General Development Plan), and Adopting the Whitney Walk General Development Plan.

C3. Regional Housing Needs Allocation (RHNA) Inventory of Sites (Second Reading of Ordinance)
Recommendation: Adopt an Ordinance of the City Council of the City of Rocklin Applying the Residential Minimum Density Overlay District to the Alternative Sites Identified for Inclusion in the City's Regional Housing Needs Allocation (RHNA) Inventory of Sites.

C4. Arts Commission Revision of Appointment Terms
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Making Revisions to the Appointment Terms of Arts Commissioners.

C5. League of California Cities 2025 Annual Conference - Appointment of Voting Delegate
Recommendation: Designate Vice Mayor Dave Bass as the Voting Delegate to the League of California Cities 2025 Annual Conference.

C6. Updates to Affordable Housing Incentive Program
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Repealing and Replacing Resolution No. 2024-039 for the Affordable Housing Incentive Program for Qualified Affordable Housing Developments.

C7. Legal Services Agreement with Liebert Cassidy Whitmore - First Amendment
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Attorney to Execute the First Amendment to the Legal Services Agreement with Liebert Cassidy Whitmore.

C8. Accounts Paid List - April to June 2025
Recommendation: Receive the Accounts Paid List for April 1, 2025 to June 30, 2025.

C9. CAL FIRE Local Responsibility Area Wildland Protection Reimbursement Agreement
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute a Cooperative Fire Programs Local Responsibility Area Wildland Protection Reimbursement Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) and Related Budget Amendments.

C10. Monument Park Shade Sail Installation Project Contract and Budget Appropriation for Two Shade Sail Projects
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Monument Park Shade Sail Installation to Miracle Playsystems, Inc., Authorizing the City Manager to Execute the Contract, and Authorizing a Budget Appropriation.

C11. Homeland Security Grant Program-Urban Areas Security Initiative (UASI) - Grant Subaward
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Subawardee Grant Agreements with the City of Sacramento Accepting the Terms and Subaward of the 2024 Homeland Security Grant Program Urban Areas Security Initiative.

C12. Various Roadway and Pedestrian Improvements Project - Notice of Completion
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the Various Roadway and Pedestrian Improvements Project, Approving the Notice of Completion, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City.

C13. Police Department HVAC & Roof Replacement – Notice of Completion
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the Police Department HVAC & Roof Replacement, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (CNW Construction, Inc.).

C14. Electric Vehicle Purchases
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the Purchase of Two (2) 2026 Chevrolet Silverado Electric 4WT Trucks from Winner Chevrolet and Authorizing the City Manager to Purchase the Vehicles.

PUBLIC HEARINGS

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

PH1. 2024 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 2024 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).

DISCUSSION ITEMS

D1. Proposition 50 (Congressional Redistricting)
Recommendation: Discuss Proposition 50 (Congressional Redistricting), which is set to appear on the November 4, 2025 Statewide Special Election Ballot, and Provide Direction to Staff.

FUTURE AGENDA ITEMS

ADJOURNMENT

City Council Staff Report

Subject: Minutes of the August 26, 2025 Regular Meeting of the City Council

Date: September 9, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the August 26, 2025 Regular Meeting of the City Council.

ATTACHMENTS:
1. Draft City Council Meeting Minutes of August 26, 2025

ROCKLIN CITY COUNCIL

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

August 26, 2025
Closed Session 5:30 p.m.
General Session 6:00 p.m.
Notice of Teleconference Meeting
Location: 13050 Amberly Court #701
Bonita Springs, FL 34135

MEETING MINUTES
-DRAFT-

CALL TO ORDER

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

ROLL CALL

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

PUBLIC CLOMMENT ON CLOSED SESSION

There were none.

Members of the City Council left the Council Chambers and convened Closed Session at 5:31 p.m.

CLOSED SESSION

CS1. Pursuant to Government Code Section 54956.9(d)(1), Conference with Legal Counsel, Existing Litigation, Constance Parks v. City of Rocklin, Placer County Superior Court Case NO. S-CV-0052491

CS2. Pursuant to Government Code Section 54956.8: Conferences with Real Property Negotiators -- Acquisition of Rights of Way for the Rocklin Road/Interstate 80 Interchange Project

Agency Negotiator for Each Identified Property: Aly Zimmermann, City Manager. Properties and Respective Property's Negotiating Parties: 4400 Rocklin Road, Grewal Enterprises Rocklin LLC; 4410 Rocklin Road, Jair Jack TR; 4450 Rocklin Road, Sani Ranvir Singh & Kaur Jasveer TTEE; 4470 Rocklin Road, Heritage Inn Rocklin LLC; 4480 Rocklin Road, Heritage Inn Rocklin LLC; 4805 Granite Drive, Safeway Inc. Sublessee; 4877 Granite Drive, R Henry Properties LLC; 4500 Rocklin Road, Johl Petroleum Inc.; 4555 Rocklin Road, AV Investments, Inc.; 4460 Rocklin Road, Boroski & Borowski Three, LLC.
Under Negotiation: Price, Terms of Payment, or Both.

Members of the City Council returned to the Council Chambers at 6:05 p.m.

REPORT OUT OF CLOSED SESSION

There was no reportable action.

CALL GENERAL SESSION TO ORDER

Mayor Gayaldo called the meeting to order at 6:05 p.m.

PLEDGE OF ALLEGIANCE

Mayor Gayaldo led the pledge of allegiance.

ROLL CALL

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

AGENDA REVIEW

There were no changes to the agenda.

CITIZENS ADDRESSING THE CITY COUNCIL

Placer County Board of Supervisor Anthony DeMattei shared that county services will be expanding in West Placer and that the West Oaks County Center in the City of Rocklin will include a regional office for himself as well as a new Sheriff's Office.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Council Member Broadway reported attendance at the ribbon cutting ceremony for the Keaton's Child Cancer Alliance's new location in Roseville; attended the kickoff session for the Chamber of Commerce's Leadership Rocklin class; and attended the ribbon cutting

ceremony along with City Manager Aly Zimmermann for the new Sutter Health Urgent Care center in the Rocklin Commons.

Vice Mayor Bass participated in a meeting for Mayors and Vice Mayors with neighboring cities including Roseville and Lincoln about shared regional interests; and participated in a meeting with the Rocklin Unified School District's Board of Trustees.

Council Member Halldin shared that he and Mayor Gayaldo attended the India Day celebration held at Jessup University; and met with residents over coffee at the Placer Roasting Company along with Vice Mayor Bass.

Mayor Gayaldo appreciated attending the India Day celebration to learn about the culture; attended a Girls State event recognizing Rocklin High School student Isabella Zhang; reported attendance at the groundbreaking event for Sacramento Republic FC stadium; attended a meeting of the Placer Mosquito and Vector Control District; attended a board meeting for the Placer County Law Enforcement Chaplaincy and shared an upcoming barbeque fundraising event; shared that she and Assistant City Manager Andrew Keys met with members of the Shriners Hospital for Children; attended a meeting at the State Capitol for the Victim's Alliance Impact Group along with district attorney's throughout the state; attended the kickoff event for the Rocklin FC soccer club held at Johnson-Springview Park; attended the swearing-in ceremony for two new Rocklin police officers; and shared an upcoming conference for the Spanish Hawaiian Heritage Association to be held at UC Davis.

CONSENT CALENDAR

C1. Minutes of the August 12, 2025 Regular Meeting of the City Council
Action: Approved the Minutes of the August 12, 2025 Regular Meeting of the City Council.

C2. Proclamation Recognizing Chris May
Action: Approved a Proclamation Recognizing Chris May and Designating the Mayor to Sign the Proclamation on Behalf of the City Council.

C3. City of Rocklin, Pioneer Community Energy and Energy Mission Control dba FuSE Carbon Technologies Memorandum of Understanding
Action: Adopted Resolution No. 2025-177 of the City Council of the City of Rocklin approving the Memorandum of Understanding between the City and Pioneer Community Energy for Low Carbon Fuel Standard program services to be administered by Energy Mission Control dba FuSE Carbon Technologies.

C4. Response to 2024-25 Grand Jury Report: Conflict of Interest Code, Form 700, Ethics Training Compliance
Action: Adopted Resolution No. 2025-178 of the City Council of the City of Rocklin Authorizing the Mayor to Execute the Response to the 2024-25 Grand Jury Final Report on Behalf of the City of Rocklin.

C5. Jones Hall Legal Services Agreement
Action: Adopted Resolution No. 2025-179 of the City Council of the City of Rocklin Approving the Agreement for Legal Services with Jones Hall, a Professional Law Corporation, and Authorizing the City Attorney to Execute the Agreement.

C6. Various Personnel Items
Action:
A. Adopted Resolution No. 2025-180 of the City Council of the City of Rocklin Fixing the Employer Contribution Under the Public Employees' Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants.
B. Adopted Resolution No. 2025-181 of the City Council of the City of Rocklin to Approve Amendments to the Rules, Regulations, Benefits, and Policies Related to Employee Relations Between the Management, Confidential, and Unrepresented Employees and the City and Repeal Resolution No. 2024- 272.
C. Adopted Resolution No. 2025-182 of the City Council of the City of Rocklin Authorizing the City Manager to Overfill Allocated Positions within the Fire and Police Departments

C7. Cooperative Purchase Agreements for Fiscal Year 2025/26 - Repeal and Replace Resolution No. 2025-126
Action: Adopted Resolution No. 2025-183 of the City Council of the City of Rocklin Repealing Resolution No. 2025-126 and Authorizing the City Manager to Purchase Goods and Services through Cooperative Purchase Agreements for Fiscal Year 2025/26.

C8. Adoption of Policy Implementing SB 937 Fee Deferral Requirements
Action: Adopted Resolution No. 2025-184 of the City Council of the City of Rocklin Adopting a Policy for Implementation of SB 937 and Authorizing the City Manager to Develop a Program Consistent with the Requirements of SB 937, Update Processes, and Take All Other Actions Necessary to be Compliant with the Requirements of SB 937.

C9. 2024 Homeland Security Grant Program - Award of Grants
Action: Adopted Resolution No. 2025-185 Approving and Authorizing the City Manager to Execute Subawardee Grant Agreements with the County of Placer Accepting the Terms and Awards of the 2024 Homeland Security Grant Program.

C10. Memorial Park Play Structure Replacement - Amendment No. 1 and Notice of Completion
Action:
A. Adopted Resolution No. 2025-186 of the City Council of the City of Rocklin Approving Amendment No. 1 to the Construction Contract with Miracle Playsystems, Inc. and Authorizing the City Manager to Execute Amendment No. 1 and Approving a Budget Transfer.
B. Adopted Resolution No. 2025-187 of the City Council of the City of Rocklin Accepting the Public Work Known as the Memorial Park Play Structure Replacement, Approving the Notice of Completion Thereof, and Authorizing

and Directing the Execution and Recordation of Said Notice on Behalf of the City (Miracle Playsystems, Inc.).

C11. Corporation Yard Shop Roof Restoration and Gutter Replacement – Notice of Completion
Action: Adopted Resolution No. 2025-188 of the City Council of the City of Rocklin Accepting the Public Work Known as the Corporation Yard Shop Roof Restoration and Gutter Replacement, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (United Building Contractors, Inc.).

C12. Bluffs Subdivision ADA Ramps Phase 2 – Notice of Completion
Action: Adopted Resolution No. 2025-189 of the City Council of the City of Rocklin Accepting the Public Work Known as the Bluffs Subdivision ADA Ramps Phase 2, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Hyatt Contracting, Inc.).

PUBLIC COMMENT

There were none.

Motion to approve Consent Calendar Item Nos. C1 through C12, by Council Member Broadway, seconded by Vice Mayor Bass. Passed by the following vote:

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

PRESENTATIONS

P1. Summer Civic Career Program (SCCP) Presentation

Management Analyst Elise Hardy provided an overview of the 2025 Summer Civic Career Program and announced the design winner for next year's t-shirt was Kaitlyn Lynch.

Council Member Broadway expressed his appreciation to Rachel Lund, the Rocklin Educational Excellence Foundation board, and City staff for providing an opportunity to students through the program to directly engage with the City and learn more about civics; shared words of encouragement with student participants and thanked their parents.

Mayor Gayaldo invited RUSD Superintendent Roger Stock to help present student participants with certificates and scholarship checks.

P2. Proclamation Recognizing Chris May

Mayor Gayaldo presented the proclamation to Chris May for his leadership and dedication as President of Rocklin Little League.

The City Council took a recess at 6:37 p.m. and returned at 6:47 p.m.

PUBLIC HEARINGS

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

PH1. 2021-2029 Housing Element Program 10 - Alternative Sites / General Plan Amendments, GPA2025-0001 and GPA2024-0001; Rezone, Z2025-0001; Environmental Review, ENV2025-0009

Mayor Gayaldo opened the public hearing for item PH1.

Principal Planner Nathan Anderson presented the item to the City Council; requested that the City Council approve the project as recommended by staff and the Planning Commission, and noted there was a Blue Memo addressing the following points: public correspondence received since publication of the agenda packet, additional housing direction received from Housing and Community Development (HCD), agreement received from HCD for modifying Program 10 removing acreage requirements and use of unit totals for demonstrating compliance, and changes to the available sites inventory.

City Council comments and discussion ensued and City staff answered questions.

Public Comment

The following speakers addressed the City Council speaking about the 2021-2029 Housing Element Program 10 Inventory of Sites for housing/rezone, including the following sites: 1-13, 1-18; 1-19, 1-20, 1-21.

Ms. Teresa Presel
Mr. Matthew Dillon
Ms. Gabriele Windgasse
Mr. Richard Schultz
Mr. Michael Williams
Ms. Bre Moebius
Mr. Morris Daggett
Ms. Kelly Forrest
Ms. Kathy Flure
Mr. Tom Palmertree
Ms. Nancy Druin
Mr. William Mitchell
Ms. Brent Boothby
Mr. Todd Winslow
Mr. Cameron Goetz
Ms. Katie Brabond Clouse

The City Council took a recess at 9:07 p.m. and returned at 9:16 p.m.

Ms. Dannon McElroy	Mr. Chris Janzen
Ms. Erica Merris	Ms. Allegra Hakim
Mr. Ryan O'Connor	Mr. Benjamin Bjorkman
Nicholas O'Connor	Ms. Tina Carey
Ms. Kate Livengood	Ms. Keri Sheldon
Ms. Kirstie Strelo	Ms. Lorinda Odell

Public Comment via Zoom

Ms. Emilie Costan
Ms. Eileen Pietz

City Council comments and discussion continued.

Due to the City Council meeting approaching 11 p.m. and per the City Council Procedural Rules for extending the time of adjournment for hearings in progress, Council Member Broadway made a motion to extend the length of the meeting, seconded by Vice Mayor Bass. Passed by the following vote:

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

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

A. Adopted Resolution No. 2025-190 of the City Council of the City of Rocklin Approving an August 2025 Addendum to the 2012 General Plan Environmental Impact Report and a Statutory Exemption for the 2021-2029 Housing Element Program 10 – Alternative Sites for Inclusion in the Approved Inventory of Sites for the Regional Housing Needs Allocation (RHNA) Project (2021-2029 Housing Element Program 10 – Alternative Sites / ENV2025-0009).

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

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

B. Adopted Resolution No. 2025-191 of the City Council of the City of Rocklin

Approving a General Plan Amendment for the 2021-2029 Housing Element Program 10 – Alternative Sites for Inclusion in the Approved Inventory of Sites for the Regional Housing Needs Allocation (RHNA) Project and the Rocklin West Annexation Project (2021-2029 Housing Element Program 10 – Alternative Sites / GPA2025-0001 and Rocklin West Annexation / GPA2024-0001).

Motion to approve Public Hearing Item No. PH1.B by Council Member Broadway with the changes as recommended in the Blue Memo; removal of the following vacant residential sites: 1-18 (4099 Yankee Hill Road), 1-19 (east of terminus of Jaybird Place), 1-20 (College Park), and 1-21 (west of train at Willard Way); and modifying site 1-10 (south of Schriber Way and Lakepointe) from lower income to moderate income RHNA. The motion was seconded by Council Member Janda.

Council Member Halldin requested removal of site 1-13 (1800 Wildcat Blvd.) due to the impact of the proposed zoning amendment from business professional to mixed use. Vice Mayor Bass underscored the context of the current zoning as requiring commercial and did not agree with HCD's view of this.

Council Member Halldin made a substitute motion to add site 1-13 to the list of properties to be removed from the available RHNA sites, as previously stated in Council Member Broadway's motion; the motion was seconded by Vice Mayor Bass.

Council Member Broadway made a substitute motion to re-add site 1-13 to the list of available sites to accommodate lower income RHNA which reverted the motion back to the original motion, seconded by Council Member Janda. The motion passed with the following roll call vote:

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

C. Introduced, Waived the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Applying the Residential Minimum Density Overlay District to the Alternative Sites Identified for Inclusion in the City's Regional Housing Needs Allocation (RHNA) Inventory of Sites (2021-2029 Housing Element Program 10 – Alternative Sites / Z2025-0001).

Motion to approve Public Hearing Item No. PH1.C by Council Member Broadway including the modifications approved per Public Hearing Item PH1.B, seconded by Council Member Janda. The motion passed with the following roll call vote:

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

FUTURE AGENDA ITEMS

Council Member Halldin requested an information item in the future for the Oak and Pine project providing an opportunity for public comment. City Manager Zimmermann shared that there will be an item coming before the City Council at a future meeting date for consideration of an amendment to the disposition development agreement.

Council Member Halldin requested future discussion to provide direction to staff to look into more properties for RHNA sites.

Vice Mayor Bass requested future discussion of the impacts of state level redistricting.

ADJOURNMENT

Mayor Gayaldo adjourned the meeting at 11:23 p.m.

_____
Jill Gayaldo, Mayor

This is to certify that the foregoing is a true and correct copy of the minutes of August 26, 2025 as approved by the Rocklin City Council.

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Whitney Walk General Development Plan (Second Reading of Ordinance)

Date: September 9, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Adopt an Ordinance of the City Council of the City of Rocklin Repealing Ordinance No. 1036 (Sunset Hills Townhomes General Development Plan) and Ordinance No. 1052 (South Whitney Mixed Use General Development Plan), and Adopting the Whitney Walk General Development Plan.

Background:
On August 12, 2025, the City Council introduced, waived the full reading, and read by title only the following: An Ordinance of the City Council of the City of Rocklin Repealing Ordinance No. 1036 (Sunset Hills Townhomes General Development Plan) and Ordinance No. 1052 (South Whitney Mixed Use General Development Plan), and Adopting the Whitney Walk General Development Plan.

The background materials for this item are contained in the August 12, 2025 City Council Meeting Staff Report, located on the City's website.

ATTACHMENTS:
1. Ordinance
2. Ordinance Exhibit A
3. Ordinance Exhibit B

ORDINANCE NO. XXXX

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN REPEALING ORDINANCE NO. 1036 (SUNSET HILLS TOWNHOMES GENERAL DEVELOPMENT PLAN) AND ORDINANCE NO. 1052 (SOUTH WHITNEY MIXED USE GENERAL DEVELOPMENT PLAN), AND ADOPTING THE WHITNEY WALK GENERAL DEVELOPMENT PLAN

(Whitney Walk Residential / PDG2024-0002)

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

Section 1. The City Council of the City of Rocklin finds and determines that:

A. The City Council of the City of Rocklin approved the Sunset Hills Townhomes General Development Plan (GDP) on June 9, 2015 (Ordinance No. 1036) and the South Whitney Mixed Use General Development Plan (GDP) on June 28, 2016 (Ordinance No. 1052).

B. Since the approval of the above-mentioned GDPs in 2015 and 2016, the property ownership has changed and the current property owner has submitted planning entitlements for the development of the Whitney Walk Residential project, to allow for the development of three parcels with 170 single-family units on 12.85± acres. A portion of one of the subject parcels is located within the South Whitney Mixed Use GDP area. The rest of the project is located in the Sunset Hills Townhomes GDP area.

C. To allow for the proposed Whitney Walk Residential project to proceed, the applicant is requesting that the City Council repeal the ordinance that established the current Sunset Hills Townhomes GDP (Ordinance No. 1036), repeal the ordinance that established the South Whitney Mixed Use GDP (Ordinance No. 1052), and adopt the Whitney Walk General Development Plan (PDG2024-0002), which would include Assessor's Parcel Numbers (APNs) 016-210-011-000 and 016-240-044-000, and a portion of APN 016-240-039-000 (approximately 1.6 acres) (Exhibit A).

D. The adoption of the proposed general development plan would not create serious health problems or create nuisances on properties in the vicinity. The proposal would allow for the combined and uniform development of these properties.

E. The proposed general development plan would not impact housing density on the affected parcels as the required density would remain the same.

F. The proposed general development plan is compatible with the land uses existing and permitted on the properties in the vicinity, as the properties are surrounded by single-family, multi-family, open space, and retail commercial development.

Section 2. The City Council enacts this Ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution.

Section 3. The Sunset Hills General Development Plan (Ordinance No, 1036) and the South Whitney Mixed Use General Development Plan (Ordinance No. 1052) are hereby repealed, and the Whitney Walk General Development Plan (PDG2024-0002) is adopted in a form substantively similar to Exhibit B, attached hereto and incorporated by reference herein.

Section 4. If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 5. The Whitney Walk Residential Project Initial Study/Addendum, prepared pursuant to Section 15164 of the California Environmental Quality Act ("CEQA") Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, verified that the project will have no impacts beyond those identified in the Sunset Hills Townhomes and South Whitney Mixed-Use Initial Studies/Mitigated Negative Declarations and therefore has been approved via City Council Resolution No. 2025-172.

Section 6. This ordinance shall take effect thirty (30) days after the day of its adoption.

Section 7. Within 15 days of passage of this Ordinance, the City Clerk shall cause the full text of the ordinance, a summary of the Ordinance, or an advertisement of the Ordinance to be published in a newspaper of general circulation, with the names of those City Councilmembers voting for and against the Ordinance, in accordance with Government Code section 36933.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on August 12, 2025, by the following vote:

AYES: Councilmembers: Bass, Broadway, Gayaldo, Halldin, Janda

NOES: None

ABSENT: None

ABSTAIN: None

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on September 9, 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading: 08.12.2025
Second Reading: 09.09.2025
Effective Date: 10.09.2025

EXHIBIT A

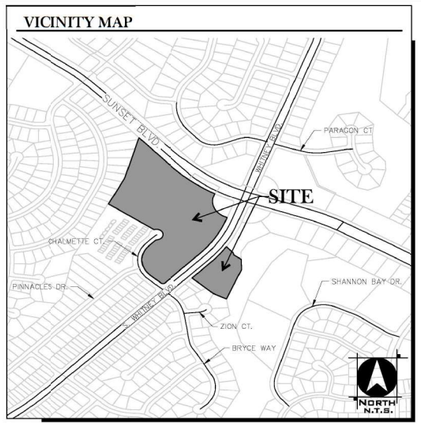
Whitney Walk Residential (PDG2024-0002)
General Development Plan Map

EXHIBIT B

Whitney Walk Residential (PDG2024-0002)
General Development Plan Text

General Development Plan Exhibit

EXHIBIT A
PDG2024-0002



PROPOSED ZONING: PD-R

PERMITTED USES

A. APARTMENTS, TOWNHOUSES, CONDOMINIUMS (FOR RESIDENTIAL USE, INCLUDING CLUSTER DEVELOPMENTS)
B. ACCESSORY STRUCTURES AND USES (SUBJECT TO REGULATIONS IN ZONING ORDINANCE CHAPTER 17.08.090 AND 17.08.100)
C. DUPLEXES, TRIPLEXES, (DUETS) SUBJECT TO REGULATIONS IN CHAPTER 17.38.
D. SINGLE–FAMILY DETACHED RESIDENCE.

CONDITIONAL USES

A. REST HOMES
B. COMMUNITY CARE FACILITIES, DAY CARE CENTER, OR RESIDENTIAL FACILITIES

RESIDENTIAL DEVELOPMENT STANDARDS

SINGLE–FAMILY DETACHED RESIDENTIAL	
MINIMUM LOT AREA	1,885 SQUARE FEET
MINIMUM LOT WIDTH	29 FEET
PRINCIPAL STRUCTURE BUILDING SETBACKS	
FRONT	10 FEET
SIDE	0.0/3.5 FEET
REAR	3 FEET
MAXIMUM LOT COVERAGE	70%
MAXIMUM BUILDING HEIGHT	
PRINCIPAL	35 FEET
WITH USE PERMIT	50 FEET
ACCESSORY	20 FEET
DUPLEXES (DUETS)	
MINIMUM LOT AREA	1,027 SQUARE FEET
MINIMUM LOT WIDTH	18.5 FEET
PRINCIPAL STRUCTURE BUILDING SETBACKS	
FRONT	8 FEET
SIDE	0.0/3.5 FEET
REAR	3 FEET
MAXIMUM LOT COVERAGE	75%
MAXIMUM BUILDING HEIGHT	
PRINCIPAL	40 FEET
WITH USE PERMIT	50 FEET
ACCESSORY	20 FEET

OFF-STREET PARKING

OFF–STREET PARKING SHALL BE PROVIDED SUBJECT TO THE WHITNEY WALK GENERAL DEVELOPMENT PLAN AND THE REGULATIONS IN CITY CODE CHAPTER 17.66, AS APPLICABLE.

PROPOSED ZONING: OA (OPEN AREA)

PERMITTED USES

AS DEFINED BY THE CITY OF ROCKLIN ZONING CODE

LAND USE SUMMARY:

TOTAL SITE AREA:	12.99± AC
EXISTING GENERAL PLAN:	HDR
EXISTING ZONING:	PD-R/OA [PLANNED DEVELOPMENT MIN. 15.5 UNITS PER ACRE AND OA (OPEN AREA)]
PROPOSED GENERAL PLAN:	HDR
PROPOSED ZONING:	PD-R/OA [PLANNED DEVELOPMENT MIN. 15.5 UNITS PER ACRE AND OA (OPEN AREA)]
PROPOSED OA:	2.28± AC
PROPOSED PD-R:	10.37± AC
PROPOSED BLA:	0.34± AC [BOUNDARY LINE ADJUSTMENT]
PROPOSED # OF UNITS:	170 UNITS
PROPOSED DENSITY:	16.4± UNITS PER ACRE

WHITNEY WALK - ROCKLIN

EXH-A

Southwest Corner of Sunset Blvd. & South Whitney Blvd., Rocklin, California

Proposed By: **Whitney Sunset 14, LLC**
1031 Roseville Parkway, Suite 148
Roseville, CA 95678

In Association With:
JD+A (Architects), TSD Engineering, Inc. (Civil), Fuhrman Leamy Land Group (Landscape Architecture)

MAY 7, 2025
THIRD SUBMITTAL

TSD ENGINEERING, INC.
expect more.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

P:\Projects\528-004.02 DWG\E- Planning\Fig\VGDP Exhibits\WW_GDP Exhibits.dwg, Casey, 17:06 20, 05-06-25

EXHIBIT B

Ordinance No. ____
Whitney Walk General Development Plan
PDG-2024-0002

PURPOSE

The Whitney Walk project area, generally located at the south of Sunset Boulevard, and east and west of South Whitney Boulevard, is a single-family residential development adjacent to existing multi-family residential development, and near existing single-family and commercial development.

This General Development Plan is established per the provisions of Rocklin Municipal Code Chapter 17.60 PD Zone. Compatibility of this development with the surrounding residential and commercial projects is addressed by establishing design standards deemed to be compatible or potentially compatible with surrounding development.

1. MAP



Map indicating the area included in the Whitney Walk General Development Plan, PDG2024-002.

2. INTERPRETATION

All provisions and definitions of the Rocklin Municipal Code (RMC) shall apply to this project unless otherwise specified in this General Development

Plan. Whenever there is a conflict between Title 17 of the RMC and this General Development Plan, the provisions of the General Development Plan shall prevail.

3. ZONING DISTRICTS

The following zoning districts are designated in the Whitney Walk General Development Plan area:

PD-R High-Density Residential Development, minimum of 15.5 dwelling units per acre.

Purpose: To provide areas for high-density residential development, conveniently located near commercial uses, employment centers, arterial and collector streets and other intensive uses.

4. ALLOWED USES

A. Permitted Uses – The following uses are permitted in the PD-R zone:
   i) Apartments, townhouses, condominiums (for residential use, including cluster developments)
   ii) Accessory structures and uses (subject to regulations in Zoning Ordinance Chapter 17.08.090 and 17.08.100)
   iii) Duplexes, triplexes, subject to regulations in Chapter 17.38.
   iv) Single-family attached residence.
   v) Single-family detached residence.

B. Conditional Uses – The following uses are permitted in the PD-R zone subject to the issuance of a conditional use permit:
   i) Rest homes
   ii) Community care facilities, day care center, or residential facilities

5. RESIDENTIAL DEVELOPMENT STANDARDS

DETACHED SINGLE-FAMILY RESIDENTIAL

Minimum Lot Area	1,885 square feet
Minimum Lot Width	29 feet
Principal Structure Building Setbacks	
Front	10 feet
Side	0 feet / 3.5 feet
Rear	3 feet
Maximum Lot Coverage	70%
Maximum Building Height	
Principal	35 feet
With Use Permit	50 feet
Accessory	20 feet

ATTACHED SINGLE-FAMILY RESIDENTIAL

Minimum Lot Area	1,027 sf
Minimum Lot Width	18.5 feet
Principal Structure Building Setbacks	
Front	8 feet
Side	0 feet /3.5 feet
Rear	3 feet
Maximum Lot Coverage	75%
Maximum Building Height	
Principal	40 feet
With Use Permit	50 feet
Accessory	20 feet

6. PARKING STANDARDS

Single-family dwellings (attached and detached) on individual lots shall provide a minimum of two (2) paved parking spaces per dwelling unit, which shall be located within the buildable portion of the lot, excluding all required front, side and rear yard setbacks.

The required two (2) parking spaces per unit shall be provided as follows:

A two-car garage of at least four hundred (400) square feet in area shall be provided.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Regional Housing Needs Allocation (RHNA) Inventory of Sites (Second Reading of Ordinance)

Date: September 9, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Adopt an Ordinance of the City Council of the City of Rocklin Applying the Residential Minimum Density Overlay District to the Alternative Sites Identified for Inclusion in the City's Regional Housing Needs Allocation (RHNA) Inventory of Sites.

Background:
On August 26, 2025, the City Council introduced, waived the full reading, and read by title only, an Ordinance of the City Council of the City of Rocklin Applying the Residential Minimum Density Overlay District to the Alternative Sites Identified for Inclusion in the City's Regional Housing Needs Allocation (RHNA) Inventory of Sites, subject to the following changes as approved by the City Council on August 26, 2025:

1. Remove Site 1-18, located at 4099 Yankee Hill Road; Assessor's Parcel Number (APN) 045-011-001, from the Alternative Sites to Accommodate Moderate Income RHNA inventory.
2. Remove a portion of Site 1-19, located East of the terminus of Jaybird Place; APN 045-011-012, from the Alternative Sites to Accommodate Moderate Income RHNA inventory.
3. Remove Site 1-20, located at College Park; APN 045-150-070, from the Alternative Sites to Accommodate Moderate Income RHNA inventory.
4. Remove Site 1-21, located West of train at Willard Way; APN 010-191-004, from the Alternative Sites to Accommodate Moderate Income RHNA inventory.
5. Modify Site 1-10, located South of Schriber Way and Lakepointe; APNs 045-053-039 and -044, to move the site from the Alternative Sites to Accommodate Low Income RHNA inventory to the Alternative Sites to Accommodate Moderate Income RHNA inventory.

The background materials for this item are contained in the August 26, City Council Meeting Staff Report, located on the City's website.

ATTACHMENTS:
1. Ordinance

2. Ordinance Exhibit A - Zoning Map Amendments
3. Ordinance Exhibit B - Zoning Table Amendments

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPLYING THE RESIDENTIAL MINIMUM DENSITY OVERLAY DISTRICT TO THE ALTERNATIVE SITES IDENTIFIED FOR INCLUSION IN THE CITY'S REGIONAL HOUSING NEEDS ALLOCATION (RHNA) INVENTORY OF SITES

WHEREAS, the proposed Ordinance would apply the Residential Minimum Density Overlay (RMDO) Overlay to the Alternative Sites identified for inclusion in the Regional Housing Needs Assessment (RHNA) inventory of sites.

WHEREAS, the proposed Zoning amendment is consistent with and implements the policies of the City of Rocklin's General Plan, including the Housing Element. To accommodate RHNA obligations, the City must maintain an adequate number of parcels with the development potential and correct land use and zoning designations to support high-and medium-density housing developments, in addition to the traditional single-family residential housing developments. The proposed Ordinance would help to facilitate these requirements.

WHEREAS, Program 10 of the Housing Element requires the City to rezone and amend General Plan land use designations to apply a General Plan land use designation with the density, size, and location requirements to accommodate the City's RHNA obligations. The proposed Zoning amendment is consistent with this requirement.

WHEREAS, the density allowed by the proposed RMDO Overlay is consistent with and implements the goals and policies of the Rocklin General Plan, including Program 10 of the Housing Element

WHEREAS, the Ordinance is consistent with the 2021-2029 Housing Element Program 10 – Alternative Sites General Plan Amendment (GPA2025-0001) which is being processed concurrently. The General Plan Amendment has been approved via Resolution No. 2025-191.

WHEREAS, the areas proposed to be amended are physically suited to the uses authorized in the RMDO Overlay. The sites are currently vacant or underutilized. Utilities and other services are available and located within close proximity to the site.

WHEREAS, the proposed amendments are not likely to create serious health problems or create nuisances on properties in the vicinity. Application of the RMDO Overlay does not approve any development on any sites within the City. Any future development would be subject to applicable requirements.

WHEREAS, the City Council has considered the effect of the proposed Zoning Code amendment on the housing needs of the region and has balanced those needs against the public service needs of its residents and available fiscal and environmental resources.

WHEREAS, the project will increase the City's inventory of sites available for lower- and moderate-income housing, thereby supporting compliance with RHNA requirements and ensuring no net loss of development opportunity. As such, approval of the project is consistent with the provisions of Senate Bill 166; commonly referred to as the "No Net Loss Law".

WHEREAS, the City of Rocklin Planning Commission recommended approval, with consideration for the removal of Sites 1-18 and 1-19, of the proposed Zoning Amendments (Z2025-0001) with a vote of 5-0 on August 5, 2025.

Section 1. Authority. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code section 37100.

Section 2. Environmental Analysis. An Addendum to the 2012 General Plan Environmental Impact Report has been approved by City Council Resolution No. 2025-190. The City further determines that the 2021-2029 Housing Element Program 10 – Alternative Sites Rezones project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 21080.85(a) of the California Public Resources Code, in that the project is being proposed to implement the goals and policies of the 2021-2029 Housing Element Program 10 of the General Plan; therefore is not subject to CEQA.

Section 3. Amendment to the Zoning Map. The City's Zoning Map is hereby amended as described in Exhibit A and Exhibit B, attached hereto and incorporated herein by this reference.

Section 4. Severability. If any section, sub-section, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 5. Effective Date. This ordinance shall take effect thirty (30) days after the day of its adoption.

Section 6. Publication. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is

authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on August 26, 2025, by the following vote:

AYES: Councilmembers: Bass, Broadway, Gayaldo, Janda

NOES: Councilmember Halldin

ABSENT: None

ABSTAIN: None

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on September 9, 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading: 08.26.2025
Second Reading: 09.09.2025
Effective Date: 10.09.2025

Exhibit A

Zoning Map Amendments

2021-2029 Housing Element Program 10 – Alternative Sites

(Z2025-0001)

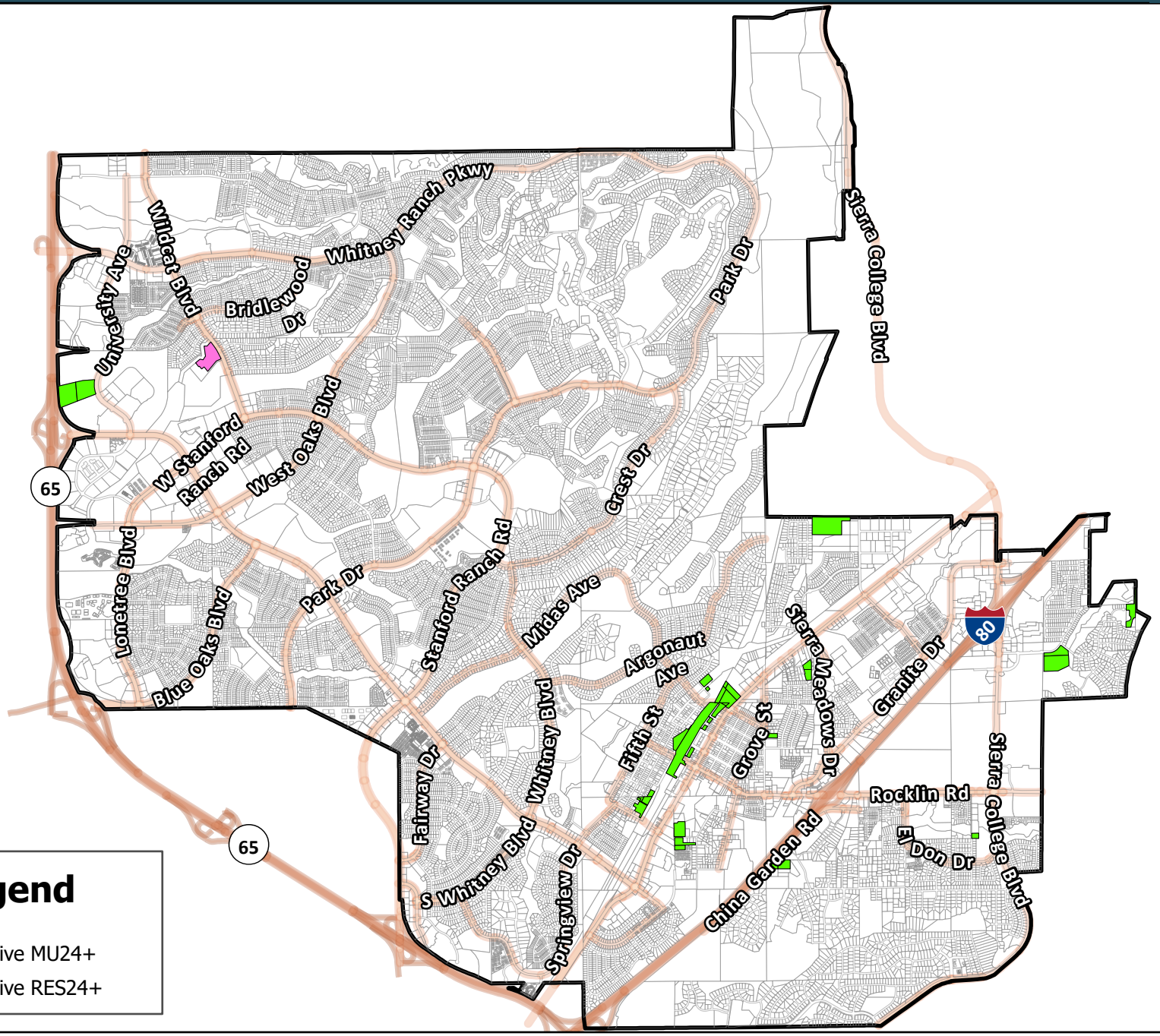
Exhibit B

Zoning Amendment Table

2021-2029 Housing Element Program 10 – Alternative Sites

(Z2025-0001)

RMDO Overlay



Legend

- Alternative MU24+
- Alternative RES24+

Date: 08/28/202

Table 7-41: Comparison of Regional Housing Need and Site Capacity

2021 Housing Element Numbers + Alternative RHNA Sites (2025)

Income Category	2021-2029 RHNA	5th Cycle Carryover	Vacant Site Capacity*		Underutilized Site Capacity*		ADU Capacity	Approved Projects	Total Capacity	Unit Surplus
			Res	Mixed Use	Res	Mixed Use				
Very Low	1,911	481	1,424	196	1,209	368	30	902	4,128	585
Low	1,151									
Moderate	771	--	748	32	0	188	10	0	978	207
Above Moderate	1,828	--	235	0	0	0	0	2,987	3,222	1,394
Total	**5,661**	**481**	**2,406**	**228**	**1,209**	**556**	**40**	**3,889**	**8,328**	**2,186**

Source: City of Rocklin, August 2025

*Capacity is based on implementation of Program 10.

2021 Housing Element Numbers (2021 w/ Corrections)

Income Category	2021-2029 RHNA	5th Cycle Carryover	Vacant Site Capacity*		Underutilized Site Capacity*		ADU Capacity	Approved Projects	Total Capacity	Surplus
			Res[1]	Mixed Use[2]	Res[3]	Mixed Use[4]				
Very Low	1,911	481	1,365	583	1,497	369	30	0	3,844	301
Low	1,151									
Moderate	771	0	805	42	0	190	10	0	1,047	276
Above Moderate	1,828	0	0	0	0	0	0	1,980	1,980	152
Total	**5,661**	**481**	**2,170**	**625**	**1,497**	**559**	**40**	**1,980**	**6,871**	**729**

Source: City of Rocklin, November 2020

*Capacity is based on implementation of Program 10.

Due to corrections in original calculations:

[1] Vacant Site Capacity - Res (Moderate) should have been 805 not 0

[2] Vacant Site Capacity - Mixed Use (Moderate) should have been 42 not 0

[3] Underutilized Site Capacity - Residential (Moderate) should have been 0 not 805

[4] Underutilized Site Capacity - Mixed Use (Moderate) should have been 190 not 195

2021 Housing Element Numbers (2021)

Income Category	2021-2029 RHNA	5th Cycle Carryover	Vacant Site Capacity*		Underutilized Site Capacity*		ADU Capacity	Approved Projects	Total Capacity	Surplus
			Res	Mixed Use	Res	Mixed Use				
Very Low	1,911	481	1,365	583	1,497	369	30	0	3,844	301
Low	1,151									
Moderate	771	0	0	0	805	195	10	0	1,010	239
Above Moderate	1,828	0	0	0	0	0	0	1,980	1,980	152
Total	**5,661**	**481**	**1,365**	**583**	**2,302**	**564**	**40**	**1,980**	**6,834**	**692**

Source: City of Rocklin, November 2020

*Capacity is based on implementation of Program 10.

Table 7-42: Available Sites to Accommodate the Lower Income RHNA

Site #	APN	Total Acreage	Assumed Acreage	Location	Existing GP	Proposed GP	Existing Zoning	Proposed Overlay	Assumed Density	Unit Capacity	NOTES	Previous Site
VACANT RESIDENTIAL SITES												
1	045-013-022-000	6.00	6.00	Between Granite Dr and Pacific St / near Dovetail Dr	HDR	-	M-2/ R24+	-	30	180		Site 18
3	016-220-005-000	0.44	1.29	W side of Sunset Bl between Springview Meadows / Third St and Whitney Bl	HDR	-	C-1/ MU24+	-	30	39		Site 10 (portion)
	016-220-004-000	0.44										
	016-220-006-000	0.41										
5	010-024-002-000	1.20	2.45	Midas Av between UPRR and Meadow Wy	HDR	-	UN/ R24+	-	30	74		Site 15
	010-023-002-000	1.25										
6	045-013-023-000	7.58	7.50	Pacific St near Brace Rd - Former Bella Vida site	HDR	-	C-2/ R24+	-	30	225	Significant OS / Floodplain acreage reduced	Site 17
	045-013-024-000	5.06										
7	017-276-004-000	25.00	10.00	W side of University Av / Adjacent to SR 65	HDR	-	PD-LI/ R24+	-	30	300	large majority wetlands, assumed 10 net acres	Site 2
8	045-101-059-000	1.48	1.48	Granite Dr near Rocklin Rd	HDR	-	C-2/ R24+	-	30	44		Site 20
1-1	010-040-025-000	2.65	2.65	Behind Peter Hill Heritage Park	MDR/MU	HDR	R1-5/C-2	Res-24+	30	80		
1-2	010-040-038-000	16.96	1.80	ROW along Front St. and Railroad	MU	HDR	C-2	Res-24+	30	54		
1-3	010-210-002-000	2.07	2.18	5476 Front Street	MU	HDR	R1-6/H-D	Res-24+	30	65		
	010-210-007-000	0.11		Part of 5476 Front			H-D					
1-4	010-210-013-000	0.59	1.98	5420 Front St	MU	HDR	H-D	Res-24+	30	59		
	010-210-020-000	0.99		5450 Front								
	010-210-021-000	0.14		Behind 5450 Front	MDR		R1-6					
	010-210-022-000	0.26		Behind 5450 Front								
1-5	010-260-002-000	3.02	3.02	5465 Ruhkala Rd	MDR	HDR	RD-4	Res-24+	30	91		
1-6	010-260-011-000	0.93	0.93	5555 Ruhkala Rd	MDR	HDR	RD-8	Res-24+	30	28		
1-7	010-260-046-000	0.93	0.93	5515 Ruhkala Rd	MDR	HDR	RD-8	Res-24+	30	28		
1-9	045-031-013-000	1.14	2.36	4455 Circuit Ct	MDR	HDR	R1-6	Res-24+	30	71		
	045-031-014-000	1.26		4465 Circuit Ct								
1-11	045-090-062-000	1.16	1.16	Flag lot on Grove at Cedar	MDR	HDR	PD-4.5	Res-24+	30	35		
1-12	045-120-029-000	1.03	1.72	5520 China Garden Road	MDR	HDR	R1-10	Res-24+	30	52		
	045-161-007-000	0.69		N terminus of Ambassador Dr	MDHR		PD-14					
	Acreage	**82.79**	**47.45**						**Units**	**1,424**		
VACANT MIXED USE SITES												
12	010-162-001-000	1.29	1.29	Pacific St and Bush St	MU	-	C-4/ MU24+	-	15	19		Site 13
13	017-284-006-000	1.88	1.88	S side of W Lonetree Bl	MU	-	PD-BP/C/ MU24+	-	15	28	Partial commercial development entitlements and construction	Site 6 (portion)
14	016-230-003-000	0.42	1.26	W Sunset Bl between Springview Meadows / Third St and Whitney Bl	MU	-	PD-MU/ MU24+	-	15	19		Site 10 (portion)
	016-230-002-000	0.42										
	016-230-001-000	0.42										
15	010-082-059-000	1.28	1.28	Grove St and Pacific St	MU	-	C-3/ MU24+	-	15	19		Site 16 (portion)
17	017-284-032-000	0.92	0.92	S side of W Lonetree Bl	RC	MU	PD-BP/C	Res-24+	15	14	Partial commercial development entitlements	Site 6 (portion)
20	017-190-045-000	2.64	1.85	Stanford Ranch Rd and Victory Ln	MU	-	PD-BP/C/ MU24+	-	15	28	Partial Commercial Application (Southern Portion - 0.79 acres)	Former Site 8 now portion of Site A-12
1-13	378-020-006-000	6.34	4.60	1800 Wildcat Blvd.	BP/COMM/LI	MU	PD-BP/CP/LI	MU-24+	15	69	Sierra Wilds Apartments (DR2025-0005)	
	Acreage	**15.61**	**13.08**						**Units**	**196**		
UNDERUTILIZED RESIDENTIAL SITES												
21	016-170-014-000	3.09	3.09	Sunset Bl and Coronado Wy	HDR	-	PD-15/ R24+	-	30	93	Currently a church. Potential to construct housing on the north and west portions of the site.	Site 9
22	045-052-038-000	24.07	16.9	W side of Sierra College Bl, S of Dominquez Rd	HDR	-	PD-C/ R24+	-	30	507	Single family home on site. Owner interested in developing a multi-family home on the site. Site also has biological resources, so acreage is reduced.	Site 22

Table 7-42: Available Sites to Accommodate the Lower Income RHNA												
Site #	**APN**	**Total Acreage**	**Assumed Acreage**	**Location**	**Existing GP**	**Proposed GP**	**Existing Zoning**	**Proposed Overlay**	**Assumed Density**	**Unit Capacity**	**NOTES**	**Previous Site**
23	045-052-012-000	1.60	1.60	W side of Sierra College Bl, just N of College Campus property and S of Secret Ravine Dr	HDR	-	PD-OA/ R24+	-	30	48	Single-family home on the southern half of the site. Acreage reduced due to open space and creek on-site.	Site 23
24	016-230-013-000	0.38	1.17	E side of Sunset Bl between Springview Meados / Third St and Whitney Bl	HDR	-	C-1/ R24+	-	30	35	Approximately 1/4 of 016-230-011-000 is covered by a parking lot.	Site 11
	016-230-011-000	0.39										
	016-230-012-000	0.4										
26	016-351-035-000	6.50	6.50	Pacific St at Roseville/Rocklin border (6355 Pacific St)	HDR	-	M-2/ R24+	-	30	195	Auto dismantler on-site that would need to be removed in order to develop housing.	Site A-1
27	016-460-030-000	5.25	5.25	Fairway Dr and Stanford Ranch Rd (6500 Fairway Dr)	HDR	-	PD-C/ R24+	-	30	158	Storage facility on-site that would need to be removed in order to develop housing.	Site A-3
29	045-031-041-000	2.46	2.46	W side of Sierra Meadows Dr at Tuttle Dr (2340 Sierra Meadows Dr)	HDR	-	PD-LI/ R24+	-	30	74	Storage facility on-site that would need to be removed in order to develop housing.	Site A-5
1-14	045-120-028-000	2.10	1.50	5705 KELLER CT	MDR	HDR	R1-10	Res-24+	30	45		
1-15	010-025-001-000	1.60	1.82	4600 Third Street	RC	HDR	UN	Res-24+	30	55		
	010-026-001-000	0.22										
	Acreage	**48.06**	**40.29**						**Units**	**1,209**		
UNDERUTILIZED MIXED USE												
31	010-030-005-000	0.15	0.31	Grove and Pacific St	MU	-	C-3/ MU24+	-	15	5	Single-family home on the eastern portion of the site. Some small accessory buildings (possibly a shed) on the western portion.	Site 16 (portion)
	010-030-004-000	0.16										
32	010-030-007-000	2.65	2.65	Grove and Pacific St	MU	-	C-3/ MU24+	-	15	40	Currently Royal Oaks Mobile Home Park.	Site 16 (portion)
33	010-030-001-000	0.95	0.95	Grove and Pacific St	MU	-	C-3/ MU24+	-	15	14	Western half of the lot (street frontage) is a car wash. Eastern half is vacant.	Site 16 (portion)
34	010-082-063-000	0.58	1.35	Grove and Pacific St	MU	-	C-3/ MU24+	-	15	20	Outdoor recreation vehicle sales building would need to be removed before development.	Site 16 (portion)
	010-082-061-000	0.77										
35	010-030-002-000	0.45	0.45	Grove and Pacific St	MU	-	C-3/ MU24+	-	15	7	Commercial buildings on-site. Vacant space on northeast quarter of the parcel.	Site 16 (portion)
36	367-160-008-000	6.15	6.15	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	92	Stanford Ranch Plaza with Save Mart and associated parking lot.	Portion A-11
37	367-160-007-000	1.05	3.36	Park Dr and Stanford Ranch Rd	MU		PD-BP/C/ MU24+	-	15	50	Stanford Ranch Plaza with shops and associated parking lot.	Portion A-11
	367-160-009-000	0.55										
	367-160-011-000	0.62										
	367-160-012-000	1.14										
38	367-160-010-000	0.88	0.88	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	13	Stanford Ranch Plaza with bank and associated parking lot.	Portion A-11
39	367-160-014-000	0.80	0.56	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	8	The Shops at Stanford Ranch. Pad site. 0.80 gross ac includes road. Assume 0.56 acre net.	Portion A-12
40	367-160-015-000	0.47	0.47	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	7	The Shops at Stanford Ranch parking.	Portion A-12
41	367-160-016-000	0.88	0.88	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	13	The Shops at Stanford Ranch parking.	Portion A-12
42	367-160-017-000	1.33	1.33	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	20	Stanford Ranch Plaza with shops and associated parking lot.	Portion A-12
43	367-160-018-000	2.52	2.52	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	38	Stanford Ranch Plaza with CVS and associated parking lot.	Portion A-12

Table 7-42: Available Sites to Accommodate the Lower Income RHNA												
Site #	**APN**	**Total Acreage**	**Assumed Acreage**	**Location**	**Existing GP**	**Proposed GP**	**Existing Zoning**	**Proposed Overlay**	**Assumed Density**	**Unit Capacity**	**NOTES**	**Previous Site**
44	367-160-019-000	1.76	1.76	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	26	Stanford Ranch Plaza with shops and associated parking lot.	Portion A-12
45	367-160-020-000	0.44	0.44	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	7	The Shops at Stanford Ranch parking.	Portion A-12
46	367-160-021-000	0.44	0.44	Park Dr and Stanford Ranch Rd	MU	-	PD-BP/C/ MU24+	-	15	7	The Shops at Stanford Ranch parking.	Portion A-12
	Acreage	**24.74**	**24.50**						**Units**	**368**		
	Total Acreage	**171.20**	**125.32**						**Total Units**	**3,196**		

Table 7-43: Available Sites to Accommodate the Moderate Income RHNA											
Site #	**Site Name**	**APN**	**Acreage**	**Existing GP**	**Proposed GP**	**Existing Zoning**	**Proposed Overlay**	**Allowable Density**	**Assumed Density**	**Unit Capacity**	**Notes**
VACANT RESIDENTIAL SITES											
	China Garden	045-110-034-000	4.55	HDR	-	PD-C / R24+	-	No Max	24	106	
	Aguilar Area West	045-110-063-000	3.40	MHDR	-	R-3	-	Up to 15.4	9	30	
		045-110-064-000	0.60	MU/MHDR	-	R-3 / MU24+	-	Up to 15.4	24	14	
		045-110-065-000	0.40	MU/MHDR	-	R-3 / MU24+	-	Up to 15.4	24	9	
		045-120-072-000	1.60	MHDR	-	R-3	-	Up to 15.4	9	14	
	Snecchi High Density north of Creek	045-053-064-000 (portion)	5.00	HDR	-	PD-C / R24+	-	No Max	30	150	
1-10	South of Schriber Way and Lakepointe	045-053-039-000	3.50	MDR/R-C	HDR	R1-12.5/OA	Res-24+	24+	30	105	CC moved from Low to Mod 08/26/25
		045-053-044-000				PD-OA	PD-OA				
1-16	N CORNER OF MIDAS AND PACIFIC	010-010-016-000	1.28	MU	HDR	PD-33	Res-24+	30	30	38	
		010-010-017-000	2.92								
		010-010-028-000	1.77								
		010-010-029-000	0.34								
		010-040-040-000	0.25								
1-19	West of Delmar Ave at City Limits	045-011-017-000	6.40	MU/R-C	HDR	RA-10/OA	Res-24+	24+	30	192	
1-22	North East of Lily Pad Ct	045-061-027-000	2.97	LDR	HDR	R1-12.5	Res-24+	24+	30	89	
		Acreage	**34.98**						**Units**	**748**	
VACANT MIXED USE SITES											
	Downtown Plan Block 34	010-161-015-000	0.30	MU	-	C-4/MU10+	-	10 to 40	10	3	
	Downtown Plan Block 34	010-161-016-000	0.30	MU	-	C-4/MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-009-000	0.05	MU	-	C-4/MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-010-000	0.07	MU	-	C-4/MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-011-000	0.05	MU	-	C-4/MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-012-000	0.10	MU	-	C-4/MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 35 and 37	010-131-006-000	0.30	MU	-	C-4/MU10+	-	10 to 40	10	3	
	Downtown Plan Block 33	010-170-002-000	0.30	MU	-	C-4/MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 41 and 43	010-072-002-000	0.30	MU	-	C-4/MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 41 and 43	010-072-012-000	0.20	MU	-	C-4/MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 41 and 43	010-072-015-000	0.20	MU	-	C-4/MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 41 and 43	010-072-009-000	0.06	MU	-	C-4/MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 40 and 42	010-092-010-000	0.30	MU	-	C-4/MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 40 and 42	010-091-018-000	0.20	MU	-	C-4/MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-044-000	0.20	MU	-	C-2/MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-134-010-000	0.30	MU	-	C-2/MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-132-013-000	0.20	MU	-	C-2/MU10+	-	10 to 40	10	2	
		Acreage	**3.43**						**Units**	**32**	
UNDERUTILIZED MIXED USE SITES											
	Downtown Plan Blocks 41 and 43	010-071-003-000	0.10	MU	-	C-4 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 41 and 43	010-071-004-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 41 and 43	010-071-005-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 41 and 43	010-071-007-000	0.06	MU	-	C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 41 and 43	010-071-008-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 41 and 43	010-071-010-000	0.10	MU	-	C-4 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 41 and 43	010-072-001-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 41 and 43	010-072-003-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 41 and 43	010-072-005-000	0.07	MU	-	C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 41 and 43	010-072-006-000	0.07	MU	-	C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 41 and 43	010-072-007-000	0.10	MU	-	C-4 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 41 and 43	010-072-008-000	0.04	MU	-	C-4 / MU10+	-	10 to 40	10	0	

Table 7-43: Available Sites to Accommodate the Moderate Income RHNA											
Site #	Site Name	APN	Acreage	Existing GP	Proposed GP	Existing Zoning	Proposed Overlay	Allowable Density	Assumed Density	Unit Capacity	Notes
	Downtown Plan Blocks 41 and 43	010-072-010-000	0.06	MU	-	C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 41 and 43	010-072-013-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 41 and 43	010-072-014-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 41 and 43	010-072-016-000	0.20	MU	-	C-2 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 40 and 42	010-091-017-000	0.50	MU	-	C-4 / MU10+	-	10 to 40	10	5	
	Downtown Plan Blocks 40 and 42	010-091-019-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 40 and 42	010-091-020-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 40 and 42	010-091-021-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 40 and 42	010-092-012-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 40 and 42	010-092-013-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 40 and 42	010-092-014-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 40 and 42	010-092-015-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 40 and 42	010-092-016-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-001-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-002-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-003-000	0.10	MU	-	C-4 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-004-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-005-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-013-000	0.07	MU	-	C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-015-000	0.10	MU	-	C-4 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-016-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 34, 36, 38 and 39	010-122-017-000	0.04	MU	-	C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 35 and 37	010-131-007-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 35 and 37	010-131-008-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 35 and 37	010-131-010-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 35 and 37	010-131-011-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 35 and 37	010-132-009-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 35 and 37	010-132-010-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 35 and 37	010-132-012-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-132-014-000	0.20	MU	-	R1-5 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 35 and 37	010-132-015-000	0.30	MU	-	C-2 R1-5 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 35 and 37	010-132-016-000	0.20	MU	-	C-2 R1-5 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 35 and 37	010-132-017-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 35 and 37	010-132-018-000	0.20	MU	-	C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 35 and 37	010-132-019-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-132-022-000	0.20	MU	-	C-2 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-132-023-000	0.20	MU	-	C-2 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-134-007-000	0.40	MU	-	C-2 R1-5 / MU10+	-	10 to 40	10	4	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-134-017-000	0.20	MU	-	C-2 R1-5 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-134-020-000	0.20	MU	-	C-2 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-134-021-000	0.20	MU	-	C-2 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-136-005-000	0.20	MU	-	C-2 R1-5 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-136-006-000	0.20	MU	-	C-2 R1-5 / MU10+	-	10 to 40	10	0	

Table 7-43: Available Sites to Accommodate the Moderate Income RHNA											
Site #	**Site Name**	**APN**	**Acreage**	**Existing GP**	**Proposed GP**	**Existing Zoning**	**Proposed Overlay**	**Allowable Density**	**Assumed Density**	**Unit Capacity**	**Notes**
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-136-023-000	0.34	MU	-	C-2 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-136-024-000	0.30	MU	-	C-2 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-136-025-000	0.26	MU	-	C-2 R1-5 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 34, 36, 38 and 39	010-161-003-000	0.40	MU	-	C-4 / MU10+	-	10 to 40	10	4	
	Downtown Plan Blocks 34, 36, 38 and 39	010-161-004-000	0.07	MU	-	C-3 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 34, 36, 38 and 39	010-161-005-000	0.07	MU	-	C-3 / MU10+	-	10 to 40	10	0	
	Downtown Plan Blocks 34, 36, 38 and 39	010-161-011-000	0.30	MU	-	C-4 / MU10+	-	10 to 40	10	3	
	Downtown Plan Blocks 34, 36, 38 and 39	010-161-013-000	0.40	MU	-	C-3 / MU10+	-	10 to 40	10	4	
	Downtown Plan Block 33	010-170-005-000	0.10	MU	-	PD-C-4 / MU10+	-	10 to 40	10	1	
	Downtown Plan Block 33	010-170-012-000	0.20	MU	-	PD-C-4 / MU10+	-	10 to 40	10	2	
	Downtown Plan Block 33	010-170-013-000	0.10	MU	-	PD-C-4 / MU10+	-	10 to 40	10	1	
	Downtown Plan Block 33	010-170-014-000	0.07	MU	-	PD-C-4 / MU10+	-	10 to 40	10	0	
	Downtown Plan Block 33	~~010-170-021-000~~ 010-170-029-000	0.58	MU	-	PD-C-4 / MU10+	-	10 to 40	10	5	~~New APN~~
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-019-000	1.00	MU	-	C-2 / MU10+	-	10 to 40	10	10	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-021-000	0.60	MU	-	C-2 / MU10+	-	10 to 40	10	6	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-022-000	1.00	MU	-	C-2 / MU10+	-	10 to 40	10	10	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-036-000	0.20	MU	-	C-2 R1-6 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-037-000	0.10	MU	-	C-2 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-038-000	0.20	MU	-	C-2 R1-6 / MU10+	-	10 to 40	10	2	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-039-000	0.10	MU	-	C-2 R1-6 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-040-000	0.10	MU	-	C-2 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-042-000	0.10	MU	-	C-2 R1-6 / MU10+	-	10 to 40	10	1	
	Downtown Plan Blocks 52, 53, 54, 55, 56 and 57	010-181-056-000	0.20	MU	-	C-2 / MU10+	-	10 to 40	10	2	
	Downtown Plan Block 6	010-191-018-000	2.00	MU	-	PD-C-2 / MU10+	-	10 to 40	10	20	
		Acreage	**19.80**						**Units**	**188**	

Total Acreage	**58.21**	**Total Unit**	**968**

Table 7-44: Capacity to Accommodate the Above Moderate RHNA						
New Map #	**Map #**	**Residential Subdivision Project Name (Construction Name)**	**Zoning**	**Total Assumed Units during the 2021-2029 Planning Period**	**Total Approved units in development**	**Developer**
PROJECTS APPROVED AND GRADING / UNDER CONSTRUCTION						
	10	Crowne Pointe (aka Croftwood) - Phase 4	PD-1.93	17	17	Tim Lewis Communities
	17	Los Cerros Subdivision - Phase 2	PD-1.2	72	72	GBD Communities
	26	Sierra Pine Subdivision	PD-8	199	199	Burrell Consulting Group / Sierra Pine Limited Partnership
	29	Whitney Ranch Phase 2J - Units 65, 66, & 67	PD-2.1, 2.6, 2.4, 1.6	58	131	Sunset Ranchos Investors, LLC /TBD
	33	Rocklin Meadows Subdivision	36	26	27	Rocklin Meadows Greenbrae 22, LLC
	35	Racetrack Subdivision	R1-6	10	10	Rick McGrath/ Equity Smart Investments, LLC
	40	Croftwood 2	PD-2.5	55	55	Jesper Petersen Revocable Trust
	53	Clover Valley Lakes	Various	558	361	Philip D. Oates Trust et al /Massie & Company
	54	Winding Lane Estates	RD-4	25	25	Robert and William Ballow
	68	Whitney Ranch Unit 60, 61A & 61B	PD-6.0 & PD-6.4	139	155	Sunset Ranchos Investors, LLC /TBD
	69	Whitney Ranch Unit 61 C	PD-8.3	61	51	Sunset Ranchos Investors, LLC /TBD
	71	Whitney Ranch Unit 63	PD-3.2C	36	23	Sunset Ranchos Investors, LLC /TBD
	72 & 73	Whitney Ranch Unit 64A & 64B	PD-4.1C and PD-4.7C	136	136	Sunset Ranchos Investors, LLC /TBD
	74	Whitney Ranch Unit 69	PD-3.8C	49	60	Sunset Ranchos Investors, LLC /TBD
	75	Whitney Ranch Unit 50	PD-7.3	68	61	Sunset Ranchos Investors, LLC /TBD
9 & 10		The Harper (aka Lonetree Apartments - Phase 1)	PD-IP	274	237	The Harper LLC
		Whitney Ranch Unit 1	PD-12	51	43	John Mourier Construction Inc
		Sierra Gateway Site	PD-20	196	195	
Total Approved and Grading/Under Construction			**Units (2025)**	**2,030**	**1,858**	
PROJECTS APPROVED BUT NOT CONSTRUCTED						
		Whitney Walk (formerly Sunset Whitney)	PD-R	155	170	Whitney Sunset 14 LLC
	52	Granite Lakes Estates 2-4	PD-1.5	65	65	Dave Cook / Capital Equity Management Group, Inc
	54	Vista Oaks Subdivision	PD-1.08	100	100	Arroyo Cap IV-1 LLC
	55	Highlands Parcel A	PD-0.67	20	20	Elliot Homes Inc

Table 7-44: Capacity to Accommodate the Above Moderate RHNA						
New Map #	**Map #**	**Residential Subdivision Project Name (Construction Name)**	**Zoning**	**Total Assumed Units during the 2021-2029 Planning Period**	**Total Approved units in development**	**Developer**
2		Grove St Apartments	PD-R/ R24+	81	78	
18		Lonetree Apartments - Phase 2	PD-IP	98	160	The Harper LLC
19		Stanford Ranch 6.8 Apts	PD-IP	101	165	
25		West Oaks Apartments	PD-BP/C/LI	300	371	
Total Projects Approved But Not Constructed			**Units**	**920**	**1,129**	
UNENTITLED LAND						
		Bell Property SE Rocklin (4185 Greenbrae Rd)	R1-10	48	-	NOT ENTITLED
		South of Greenbrae Site	PD-1.5	19	-	NOT ENTITLED
		Snecchi Site south of Creek on Sierra College Boulevard	PD-3.5	63	-	NOT ENTITLED
		College Park (North Site) MDR portion	PD-8.4 / PD-15.4 / PD-P / PD-15.5 / PD-OA	40	-	NOT ENTITLED
		College Park (Sorth Site) south of creek area - MDR Portion	Currently R1-10. Proposed as PD-8.4	25	-	NOT ENTITLED
		LDS Church Site - 046-020-071	PD-2	24	-	NOT ENTITLED
		LDS Church Site - 046-020-072	PD-2	7	-	NOT ENTITLED
		Nightwatch / Galaxy Lane Area - 046-041-001	PD-0.4	5	-	ENTITLEMENT EXPIRED
		Yankee Hill Rd / Independence Place - 010-010-044	RE-30	4	-	NOT ENTITLED
Total Unentitled Land			**Units (2025)**	**235**	**0**	
			Total Above Moderate	**3,185**	**2,987**	

Table 7-46: Low and Moderate Approved Projects

Site #	APN	Total Acreage	Assumed Acreage	Location	Existing GP	Proposed GP	Existing Zoning	Proposed Overlay	Total Units	Density	NOTES	Previous Site
PROJECTS CONSTRUCTED												
1-8	017-172-014-000	11.90	11.70	Wildcat Blvd	HDR	-	PD-20	-	288	24.6	MOVED FROM MODERATE / CONSTRUCTED - Terracina @ Whitney Ranch / 288 Apts (255 Affordable)	Moderate
Total Units Constructed								**Units**	**288**			
PROJECTS APPROVED AND GRADING / UNDER CONSTRUCTION												
Total Units Approved and Grading / Under Construction								**Units**	**0**			
PROJECT APPROVED BUT NOT UNDER CONSTRUCTION												
4	~~045-131-001-000~~ ~~045-131-003-000~~ 045-131-014-000	13.42	7.34	Rocklin Rd and El Don Dr	HDR	-	PD-15.5	-	180	24.5	Sierra College Senior Apartments / DR2021-0002 / 180 Senior Apts (179 Affordable) / 7.3 acres / Expires 12/6/25	Site 26
16	010-040-039-000	0.91	2.89	S of Pine St, W of Pacific St, N of Oak St, and E of Railroad Av	MU	-	C-4/ MU24+	-	110	38.1	Pacific Street Apartments / AD2025-0001 / 6 parcels - 2.9 acres - 110 units	Site 14 (portion)
	010-121-001-000	1.38										
	010-121-002-000	0.08										
	010-121-004-000	0.15										
	010-121-005-000	0.22										
	010-121-006-000	0.15										
1-17	017-276-005-000	12.72	12.72	W Side of University Ave /Adjacent to SR 65	RC	HDR	UN	Res-24+	324	25.5	University Avenue Apartments	
	017-276-006-000				MDR		PD-4.5					
Total Units Approved But Not Under Construction								**Units**	**614**			

	Approved Low & Moderate Units
Total Constructed	288
Total Approved and Grading / Under Construction	0
Total Approved But Not Under Construction	614
	902

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Arts Commission Revision of Appointment Terms

Date: September 9, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Making Revisions to the Appointment Terms of Arts Commissioners.

Background:
The City of Rocklin's Arts Commission was established in 2023 by Resolution No. 2023-50, with appointments being made to this meeting body at the May 9, 2023 City Council meeting. Per the Resolution, five commissioners were appointed to the Arts Commission, with two commissioners appointed to a two-year term expiring on June 30, 2025, and three commissioners were appointed to four-years terms.

Exhibit A to Resolution No. 2023-50 inaccurately indicated the four-year term expiration date as being June 30, 2029. This proposed recommendation is to correct and revise the four-year term for three Arts Commissioners to terms expiring on June 30, 2027, as set forth in the attached Exhibit A to the proposed Resolution.

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

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
MAKING REVISIONS TO THE APPOINTMENT TERMS
OF ARTS COMMISSIONERS

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

Section 1. The City Council of the City of Rocklin does hereby make corrections to the appointment terms of Arts Commissioners originally appointed on May 9, 2023 per Resolution No. 2023-050, as set forth in Exhibit A, attached hereto and hereby incorporated herein by this reference.

PASSED AND ADOPTED this 9th day of September, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

REVISED APPOINTMENT TERMS:

ARTS COMMISSION RMC Chapter 2.36 & 2.43 Four-Year Term	
Appointee	**Term Expires**
Josanna Hansen	6/30/2027
Pranil Shankar	6/30/2027
Lynn Sully	6/30/2027

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: League of California Cities 2025 Annual Conference - Appointment of Voting Delegate

Date: September 9, 2025

Submitted By: Haley Reid, Management Analyst

Department: City Manager's Office

Recommendation:
Designate Vice Mayor Dave Bass as the Voting Delegate to the League of California Cities 2025 Annual Conference.

Background:

The League of California Cities (CalCities) Annual Conference is scheduled for October 8–10, 2025, at the Long Beach Convention Center. The Annual Business Meeting will be held during the General Assembly on Friday, October 10, 2025. At this meeting, the CalCities membership considers and takes action on resolutions that establish CalCities policy for the coming year.

In order for the City of Rocklin to have a vote at the Annual Business Meeting, the City Council must designate a City official to serve as voting delegate. The City Council may also appoint up to two alternate voting delegates. Consistent with CalCities bylaws, the City's voting delegate and alternate(s) must be designated by action of the City Council, and the voting delegate must be registered to attend the conference. Voting delegates must be present at the conference to register their votes.

Vice Mayor Bass is the only City official planning to attend the conference. For the 2025 Annual Conference, staff recommends the City Council designate Vice Mayor Dave Bass as the City of Rocklin's voting delegate, with no alternate delegates appointed.

ATTACHMENTS:
1. 2025 Voting Delegate Packet for League of CA Cities Annual Conference

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 24, 2025

DATE: Wednesday, July 16, 2025

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Wed., Sept. 24. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Updates to Affordable Housing Incentive Program

Date: September 9, 2025

Submitted By: Elizabeth Sorg, Assistant to the City Manager
Andrew Keys, Assistant City Manager

Department: City Manager's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Repealing and Replacing Resolution No. 2024-039 for the Affordable Housing Incentive Program for Qualified Affordable Housing Developments.

Background:

In order to incentivize the construction of affordable housing in the city, on January 23, 2024, the City Council adopted Resolution No. 2024-038, approving the Affordable Housing Incentive Program, or AHIP (Attachment 3). The program provides three mechanisms to incentivize affordable housing construction:

1. Fee Reductions: a 40% reduction of development impact fees for the construction of affordable housing units at 60% AMI or lower. This fee reduction was approved previously by City Council on January 10, 2023 via Ordinance number 1159.
2. Low/Mod Housing Fund Subsidies: a residual receipts loan of up to $40,000 for each very low and extremely low unit constructed.
3. Fee Deferrals: the deferral of certain fees from the issuance of building permits to the certificate of occupancy.

Following the adoption of AHIP, staff have met with multiple developers and have not yet processed any fee deferrals or fee reductions due to the timing of the projects. However, estimates for fee reductions have been provided to developers so they can incorporate the reductions as part of their financing package.

The following developments have been approved to receive Low/Mod Housing Fund Subsidies, presuming the developments achieve comprehensive project funding:

Development	Units	Total Subsidy
CHW - Pacific Street Apartments	109 affordable units	$2.6 million
USA Properties - The Steven	179 affordable age-restricted units	$2.23 million

On September 19, 2024, Governor Newson signed into law SB 937 (Wiener), which mandated fee deferrals for designated residential development project until final inspection or to certificate of occupancy, whichever is sooner. In order to bring the City's fee collection practice into alignment with the new law, the City Council adopted Resolution No. 2025-___, which established the SB 937 Fee Deferral Program. Following the adoption of the program, staff are returning to recommend repealing and replacing AHIP to be consistent with the SB 937 Fee Deferral Program.

Staff recommends the adoption of the attached Resolution (Attachment 1) to repeal and replace Resolution 2024-039. The new AHIP does not recommend any changes to the existing Fee Reductions or Low/Mod Housing Fund Subsidies; the only changes recommended are to bring the fee deferral program into alignment with SB 937.

Fiscal Impact:
There are no additional fiscal impacts to the staff recommendation. All fiscal impacts as a result of the fee deferrals have been contemplated in prior City Council actions.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Affordable Housing Incentive Program
3. Updated Affordable Housing Incentive Program (Redline Version)

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN REPEALING AND REPLACING RESOLUTION 2024-039 FOR THE AFFORDABLE HOUSING INCENTIVE PROGRAM FOR QUALIFIED AFFORDABLE HOUSING DEVELOPMENTS

WHEREAS, the City of Rocklin adopted the Affordable Housing Incentive Program via Resolution 2024-039 on January 23, 2024, as part of the City's commitment to meeting its RHNA obligations by working with housing developers to expand opportunities for affordable lower income and workforce housing; and

WHEREAS, SB 937 was chaptered by the California Legislature on September 19, 2024 which requires the City to defer the payment of certain fees for designated residential housing projects; and

WHEREAS, on August 26, 2025 the City Council of the City of Rocklin adopted a Policy For Implementation of SB 937 via Resolution 2025____which authorizes the City Manager to enter into fee deferral agreements consistent with SB 937; and

WHEREAS, the City desires to revise the fee deferral program of the Affordable Housing Incentive Program to ensure consistency with SB 937 and the City's newly adopted SB 937 Implementation Policy.

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

Section 1. The City Council hereby repeals Resolution 2024-039.

Section 3. The Affordable Housing Incentive Program is hereby adopted as revised in the form attached hereto as Exhibit A, and the City Manager is authorized to enter into fee deferral agreements pursuant to the Program.

PASSED AND ADOPTED this 9th day of September, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

CITY OF ROCKLIN
AFFORDABLE HOUSING INCENTIVE PROGRAM

Fee Reductions: On January 10, 2023, the Rocklin City Council adopted Ordinance Number 1159, which established a program for development projects to receive a reduction in development impact fees for deed restrict affordable units in the project. The reduction in fees would only be available for those units for sale or lease for people at 60% or less of the area median income. At that same meeting, the City Council also adopted a resolution that established the fee reduction rate of 40% calculated on an individual basis.

Low/Mod Income Housing Fund Contributions: Affordable housing projects require a combination of private equity, tax credits, affordable housing bond proceeds, and any other funds available necessary to make the projects buildable. Typically, these funding sources are very competitive with no guarantee of funding. Because of this, affordable housing projects often fall short of the necessary financing.

If LMIHAF dollars are available, private projects requesting a commitment of funding must first demonstrate a gap in funding by submitting pro-forma that is then verified by an independent third party selected by the City. Based on the analysis of the pro-forma, staff would recommend a dollar amount of $40,000 per EL or VL unit to be developed. Any investment of the City's Low-Mod Fund would be in the form of a city loan, memorialized in an Affordable Housing Agreement between the developer and the City. The loan would be a residual receipts loan, which would carry an interest rate of 3% per year and would be repaid from 50% of the project's net annual cash flow, with any remaining balance due and payable at the end of 30-year term.

Fee Deferrals: This program will follow all guidelines as required by Section 66007 of the Government Code. Any request for a Fee Deferral may require completing an application, submission of a preliminary title report, and execution of agreement, promissory note and deed of trust which may be subordinate to construction and acquisition financing. This assumes the impact fee rates will be locked in at time of permit and not increase during the term of the fee deferral agreement. Deferring payment of fees to allow for occupancy is a valuable incentive that offers significant savings, as developers would otherwise have to finance this expense, generally from equity, which requires a return once it is funded. The City Manager is authorized to enter into agreements to defer fees for affordable housing developments and to effectuate the deferral of the fees. The City Manager may also defer fees that are not required by Section 66007 of the Government Code but that are otherwise legally deferrable.

EXHIBIT A

CITY OF ROCKLIN
AFFORDABLE HOUSING INCENTIVE PROGRAM

Fee Reductions: On January 10, 2023, the Rocklin City Council adopted Ordinance Number 1159, which established a program for development projects to receive a reduction in development impact fees for deed restrict affordable units in the project. The reduction in fees would only be available for those units for sale or lease for people at 60% or less of the area median income. At that same meeting, the City Council also adopted a resolution that established the fee reduction rate of 40% calculated on an individual basis.

Low/Mod Income Housing Fund Contributions: Affordable housing projects require a combination of private equity, tax credits, affordable housing bond proceeds, and any other funds available necessary to make the projects buildable. Typically, these funding sources are very competitive with no guarantee of funding. Because of this, affordable housing projects often fall short of the necessary financing.

If LMIHAF dollars are available, private projects requesting a commitment of funding must first demonstrate a gap in funding by submitting pro-forma that is then verified by an independent third party selected by the City. Based on the analysis of the pro-forma, staff would recommend a dollar amount of $40,000 per EL or VL unit to be developed. Any investment of the City's Low-Mod Fund would be in the form of a city loan, memorialized in an Affordable Housing Agreement between the developer and the City. The loan would be a residual receipts loan, which would carry an interest rate of 3% per year and would be repaid from 50% of the project's net annual cash flow, with any remaining balance due and payable at the end of 30-year term.

Fee Deferrals: This program ~~would allow for the deferral of residential development fees for eligible low and very low-income housing projects constructed in the City of Rocklin. Fee deferral could be considered whether or not a project is also requesting LMIHAF dollars from the City. The housing development for which fee deferrals are requested under this program must be a "Qualified Residential Development Project", including: (1) at least 10% of units with Affordable Rents or Affordable Housing Costs for Very Low Income Households; or (2) at least 49% of units with Affordable Rents or Affordable Housing Costs for Low Income Households. Any request for a Fee Deferral would require completing an application,~~will follow all guidelines as required by Section 66007 of the Government Code. Any request for a Fee Deferral may require completing an application, submission of a preliminary title report, and execution of agreement, promissory note and deed of trust which may be ~~subordinated~~subordinate to construction and acquisition financing. ~~Fees become payable and interest penalties apply if the project does not provide the affordable housing units promised by Certificate of Occupancy, approximately 24-30 months after construction begins.~~ This assumes the impact fee rates will be locked in at time of permit and not increase during the ~~fee defer. The City may also consider imposing an Application Fee to cover staff and legal processing costs. To ensure compliance and payment of deferred fees, a deed of trust would be recorded against the property to secure the fee amount.~~term of the fee deferral agreement. Deferring payment of fees to allow for occupancy is a valuable incentive that offers significant savings, as developers would otherwise have

to finance this expense, generally from equity, which requires a return once it is funded. The City Manager is authorized to enter into agreements to defer fees for affordable housing developments and to effectuate the deferral of the fees. The City Manager may also defer fees that are not required by Section 66007 of the Government Code but that are otherwise legally deferrable.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Legal Services Agreement with Liebert Cassidy Whitmore - First Amendment

Date: September 9, 2025

Submitted By: Matthew McOmber, City Attorney

Department: City Attorney's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Attorney to Execute the First Amendment to the Legal Services Agreement with Liebert Cassidy Whitmore.

Background:
On December 31, 2024, the City of Rocklin entered into a Legal Services Agreement with Liebert Cassidy Whitmore (the “Firm”) for labor negotiation and employment law issues as they arise, legal opinions, policy review, and other issues as determined necessary by the City Attorney for assignment to the Firm (the "Agreement"). The original Agreement authorized legal services up to $100,000. The Firm has provided legal services in an amount close to the not-to-exceed amount, and the City Attorney, in conjunction with the Administrative Services Department and that Department's anticipated needs for the Firm's services, desires to continue to utilize the Firm for specialized legal services during the term of the Agreement.

Therefore, the City Attorney’s Office together with the Administrative Services Department recommends increasing the not-to-exceed amount of the Agreement to $150,000 and amending the Agreement to reflect the Firm's increased hourly rates for the new Fiscal Year, and further authorize the City Attorney by Resolution to execute future amendments, if the City Attorney determines necessary, to increase the compensation an additional $50,000, for a total not-to-exceed amount of $200,000.

Fiscal Impact:
There is no additional fiscal impact to the General Fund. Sufficient funds are available in the Fiscal Years 2025/26 & 2026/27 Operating Budgets to support the recommendation.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - First Amendment to LCW Legal Services Agreement
3. LCW Legal Services Agreement

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY ATTORNEY TO EXECUTE THE FIRST AMENDMENT TO THE LEGAL SERVICES AGREEMENT WITH LIEBERT CASSIDY WHITMORE

WHEREAS, the City of Rocklin ("City") has a current Legal Services Agreement ("Agreement") with Liebert Cassidy Whitmore ("Firm") to provide competent and professional legal services, as needed, that were previously handled by the City Attorney's Office; and

WHEREAS, the City wishes to amend the Agreement to increase the not-to-exceed amount to $150,000, and to accept the Firms' request for an increase of the Firm's hourly rates consistent with comparable rates for such services;

WHEREAS, the City desires to authorize the City Attorney to further amend the Agreement, if necessary, to increase the not-to-exceed amount by an additional $50,000.

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

Section 1. The City Council approves and authorizes the City Attorney to execute the First Amendment to the Legal Services Agreement with Liebert Cassidy Whitmore in the form attached and incorporated hereto as Exhibit A.

Section 2. The City Council authorizes the City Attorney to execute one or more additional amendments to the Agreement, if necessary, to increase the maximum compensation amount by up to a total of an additional $50,000 before the term of the Agreement expires.

PASSED AND ADOPTED this 9th day of September 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ROCKLIN AND LIEBERT CASSIDY WHITMORE, A PROFESSIONAL CORPORATION FOR LEGAL SERVICES

This First Amendment is entered into between the City of Rocklin ("City") and Liebert Cassidy Whitmore, a Professional Corporation ("Firm").

R E C I T A L S

WHEREAS, City and Firm have previously entered into an agreement on December 31, 2024 to provide for various legal services ("Original Agreement"); and

WHEREAS, City and Firm desire to amend the Agreement to increase the not-to-exceed amount to $150,000.00 and increase the rates of compensation payable to Firm ("First Amendment"); and

WHEREAS, the Original Agreement and the First Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Original Agreement is amended as follows:

I. Section 4 (Compensation), subparagraph A (Fees) of the Agreement is amended as of the effective date of this First Amendment to read as follows:

Partners	$450.00 per hour
Senior Counsel	$375.00 per hour
Associates	$275.00 - $355.00 per hour
Labor Relations/Human Resources Consultant	$295.00 per hour
Paralegals	$165.00 per hour
E-Discovery Specialists	$185.00 per hour
Law Clerks	$180.00 - $200.00 per hour

In no event shall the maximum amount payable under this agreement exceed $150,000.00 (One Hundred Fifty Thousand Dollars).

II. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

III. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between City and Firm.

IV. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that they have the authority to execute this First Amendment and to bind the Party on whose behalf their execution is made.

CITY OF ROCKLIN

By: _____ Date: _____
Matthew McOmber
City Attorney

ATTEST:

By: _____
Avinta Singh
City Clerk

FIRM

By: _____ Date: _____
J. Scott Tiedemann
Managing Partner

By: _____ Date: _____
Jack Hughes
Partner

Docusign Envelope ID: 7AC2125A-32D4-41BA-94CC-0995DEBFAD18

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, dated December 31, 2024, is made by and between

CITY OF ROCKLIN, through its
OFFICE OF THE CITY ATTORNEY (CITY)

and

LIEBERT CASSIDY WHITMORE, a Professional Corporation
(FIRM)

.

WHEREAS, CITY desires to contract for professional legal services; and

WHEREAS, FIRM is particularly qualified to perform the required professional services due to its legal competence, experience, and expertise.

NOW, THEREFORE, CITY and FIRM agree as follows:

1. **PERIOD OF PERFORMANCE**

This Agreement shall begin December 31, 2024 and shall continue for five years or until the completion of the matter(s) and case(s) identified in this Agreement in Attachment A, or the completion of any other matter(s) or cases CITY, through its City Attorney, assigns to FIRM as provided in this Agreement, whichever is later, or until this Agreement is terminated pursuant to the provisions of paragraph 6 or paragraph 7.

2. **FIRM'S SERVICES AND RESPONSIBILITIES**

FIRM shall act as counsel to CITY and its officers and employees in matters or cases assigned to FIRM and shall consult with the City Attorney upon request on legal matters assigned to FIRM.

FIRM shall make every effort to provide the most cost-effective services possible to CITY and shall suggest options and techniques to dispose of cases without unnecessary pleadings or discovery.

FIRM shall timely communicate with the City Attorney as needed to keep City and City Attorney informed of material facts and status of assigned matters and cases.

FIRM shall provide CITY with the necessary representation by staff qualified to perform the legal tasks at the least costly billing category.

FIRM shall coordinate with City Attorney in performing services under this Agreement and upon request, shall report to the City Council, or to the City staff, as requested, regarding the matters or cases it is handling.

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FIRM shall obtain City Attorney's written approval before retaining any consultant or expert witness.

FIRM shall assist City Attorney in settlement evaluations and negotiations and shall obtain CITY's authority before making any settlement proposal on CITY's behalf or to the Court or to any other party to the case(s).

FIRM shall immediately notify City Attorney verbally and in writing when a judgment, verdict or other award is rendered.

FIRM shall provide to City Attorney copies of all substantive pleadings and motions filed with the court or other administrative body, including those submitted by another party. FIRM shall also provide copies of all court rulings.

FIRM shall compile and maintain all backup documentation to support all entries included in its billings.

3. **REPORTING REQUIREMENTS**

A. FIRM shall provide City Attorney (with a separate copy to City's Risk Manager or similar position, and if requested by CITY, a separate copy to CITY's excess insurance carrier) with the following reports for cases other than eminent domain cases:

1. **Case Evaluation, Plan and Budget**

(a) The *Case Evaluation, Plan and Budget* is a confidential independent evaluation of the case that will serve as the basis for developing CITY's legal position and strategy and for controlling litigation costs. It will include a budget of foreseeable defense costs and the other information set forth in Attachment B.

(b) The *Case Evaluation, Plan and Budget* shall be submitted to the City Attorney as soon as possible after FIRM's initial analysis of the case, but no later than 60 days after FIRM first appears in the case.

2. **Case Status Reports**

(a) A *Case Status Report* is a summary of the significant actions and developments in the case since the last report or since the submission of the *Case Evaluation, Plan and Budget*, as applicable.

(b) The *Case Status Report* shall contain the information set forth in Attachment C.

(c) FIRM shall ordinarily provide *Case Status Reports* every six months.

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Between reports, FIRM shall telephonically advise City Attorney of important case developments or re-assessment of CITY's exposure and, if requested, prepare a *Case Status Report*.

B. With regard to eminent domain actions assigned to FIRM, FIRM shall provide to City Attorney only those reports specifically requested by City Attorney.

4. **COMPENSATION**

A. **Fees**

FIRM shall provide legal services at the following billing rates:

Partners:	$435.00/hr.
Senior Counsel:	$365.00/hr.
Associates:	$260.00-345.00/hr.
Labor Relations/Human Resources Consultant	$280.00/hr.
Classification and Compensation Consultant	$200.00/hr.
Paralegals:	$145.00/hr.
E-Discovery Specialist	$145.00/hr.
Law Clerks	$145.00-185.00/hr.

In no event shall the maximum amount payable under this agreement exceed $100,000 (one hundred thousand dollars).

B. **Expenses**

CITY shall reimburse FIRM for its actual out-of-pocket expenses but without any additional costs for having advanced the funds. FIRM shall note that CITY is exempt from all filing fee charges.

1. Reimbursable ordinary expenses shall include, but not be limited to:

(a) Deposition fees.

(b) Transcript fees.

(c) Messenger service.

(d) Process service.

(e) Document reproduction by an outside vendor.

(f) Document filing fees/costs.

(g) Document retention and storage which may be necessary for large/document intensive cases.

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2. Reimbursable extraordinary expenses shall include charges for which FIRM has obtained City Attorney's prior written approval. Such expenses shall include, but not be limited to:

   (a) Consultants' fees.

   (b) Expert witnesses' fees.

   (c) Expenses for travel provided shall be reimbursed at actual costs. FIRM shall travel by the most cost-effective means available, however, the hourly rates charged pursuant to section 4.A. above shall be limited to 50% of the rate provided in section 4.A. for travel outside of Placer County.

   (d) Investigative services costs.

   (e) E-discovery platforms.

   (f) Other expenses approved in writing in advance by City Attorney.

   (g) In all respects, FIRM is expected to and shall perform services, and incur expenses in the most efficient and cost-effective manner possible.

3. Non-reimbursable expenses shall include, but not be limited to:

   (a) Staff time or overtime for performing secretarial, clerical, or word processing functions.

   (b) Charges for time spent to provide necessary information for CITY audits or billing inquiries.

   (c) Charges for work performed which had not been authorized by CITY. Such work shall be a gratuitous effort by FIRM.

   (d) Charges for photocopies.

   (e) Charges for online legal research.

   (f) Alcoholic beverages, personal sundry or other related expenses, recreational activities, in-room movies, or expenses for family members. All expenses are subject to review and acceptance by CITY.

5. BILLINGS AND PAYMENTS

A. Billings

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1. FIRM shall submit its itemized billing statement monthly to City Attorney; however, FIRM shall provide an interim billing upon request of City Attorney or if outstanding fees and costs exceed $15,000.

2. The original billing statement(s) shall be submitted to:

City Attorney
3970 Rocklin Road
Rocklin, CA 95677
With a courtesy copy to: CityAttorney.Office@rocklin.ca.us

Director of Administrative Services
3970 Rocklin Road
Rocklin, CA 95677
Tameka.Usher@rocklin.ca.us

3. Each billing statement shall be itemized in a time reporting format acceptable to CITY and shall include original invoices, or an equivalent form of City-approved documentation, acceptable to the City for reimbursement of expenses. FIRM understands that CITY's Auditor/Controller will not reimburse FIRM for expenses unless the original invoice or City-approved equivalent form of documentation is submitted.

4. FIRM shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. FIRM shall make such documentation available to auditors upon request and in accordance with paragraph 11.E.

B. **Payments**

1. CITY's legal, risk management and accounting staff shall review all billing statements.

2. CITY shall make its best effort to process payments promptly after receiving FIRM's monthly billing statement. CITY shall not pay interest or finance charges on any outstanding balance(s).

6. TERMINATION

This Agreement may be terminated in whole or in part at any time CITY, in its sole discretion, deems termination to be in its best interest. CITY shall terminate services by delivering to FIRM a written Termination Notice specifying the extent to which services are terminated and the effective termination date. FIRM may terminate on sixty (60) days' written notice. During the sixty (60) day notice period, FIRM shall at CITY's request, transfer pending files or complete specified services, which may include a final report.

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7. **TERMINATION DUE TO CONFLICT OF INTEREST**

If either FIRM or CITY determines a matter of professional conflict has arisen which should not or could not be postponed until the conclusion of the litigation, FIRM or CITY may give written notice of immediate termination of this Agreement subject to FIRM's duty to provide adequate representation until the appropriate substitutions can be made.

8. **CLOSING REPORT UPON TERMINATION**

Upon CITY's request, FIRM shall deliver a *Closing Report* to CITY in the format required by CITY, after termination of this Agreement.

9. **NOTICES**

All Notices and required reports shall be written and delivered via email or mailed by first class, postage prepaid, addressed to CITY or FIRM at the addresses below, or at any other address CITY or FIRM shall provide in writing to each other:

A. If to CITY:

Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677
With a courtesy copy to: CityAttorney.Office@rocklin.ca.us

Director of Administrative Services
3970 Rocklin Road
Rocklin, CA 95677
Tameka.Usher@rocklin.ca.us

Copies of reports, but not bills, shall also be sent to:

B. If to FIRM:

Liebert Cassidy Whitmore
Attn: Jack Hughes, Partner
400 Capital Mall, Suite 1260
Sacramento, CA 95814
Tel: (916) 584-7000

10. **ASSIGNMENT**

A. No part of this Agreement or any right or obligation arising from it is assignable without CITY's written consent.

B. However, FIRM may retain consultants and experts as FIRM deems appropriate

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after receiving CITY's written approval.

11. **STANDARD TERMS AND CONDITIONS**

A. **Indemnification**

1. FIRM shall indemnify and hold harmless CITY, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, audit exceptions (including, but not limited to, reasonable attorney's fees of City Attorney and counsel retained by CITY, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' loss or injury, including death, or property loss or damage (including property of CITY) arising from the negligent acts, willful acts, or errors or omissions of FIRM or any of FIRM's subcontractors, any person employed under FIRM, or under any subcontractor, or in any capacity during the progress of the work or the provision of services undertaken pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of CITY.

2. FIRM shall also defend and indemnify CITY for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless CITY with respect to FIRM's "independent contractor" status that would establish a liability on CITY for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. This provision shall survive the termination, expiration, or cancellation of this agreement.

3. For professional services provided under this agreement, FIRM shall indemnify, and hold harmless CITY, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement or from recklessness or willful misconduct.

4. FIRM shall also, at FIRM's own expense, defend the CITY against any suit or action brought against CITY founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this agreement.

B. **Insurance**

1. Without limiting FIRM's duty of indemnification, FIRM and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the

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term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the CITY and the public with limits of liability of not less than two million ($2,000,000) combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by CITY. The policy shall include an endorsement or amendment which names City of Rocklin, its elected officials, officers, employees, agents, and volunteers as additional insureds. If the above insurance is written on a Claims Made Form, the insurance shall be endorsed to provide an extended reporting period of not less than five years following termination of this Agreement.

2. FIRM and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover FIRM, subcontractor, FIRM's partner(s), subcontractor's partner(s), FIRM's employees, and subcontractor'(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by FIRM or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the CITY, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. FIRM hereby certifies that FIRM is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and FIRM shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

3. FIRM shall obtain and maintain continuously a policy of professional liability coverage with limits of liability of not less than five million ($5,000,000).

4. All insurance required by this Agreement shall be primary to and not contributing with any other insurance maintained by CITY.

C. **Independent Contractor Status**

1. This Agreement is between the CITY and FIRM and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between CITY and FIRM.

2. FIRM understands and agrees that all FIRM personnel furnishing services to CITY under this Agreement are employees solely of FIRM and not of CITY for purposes of workers' compensation laws and liability.

3. FIRM shall bear the sole responsibility and liability for furnishing workers'

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compensation benefits to any FIRM personnel for injuries arising from services performed under this Agreement.

D. **Governing Laws**

This Agreement shall be construed in accordance with the laws of the State of California.

E. **Record Retention and Inspection**

Within ten (10) days of CITY's written request, FIRM shall allow CITY or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, timesheets or other records relating to this Agreement. FIRM shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of four (4) years after termination or completion of this Agreement unless CITY's written permission is given to dispose of material prior to the end of such period or until such time as all audits are complete, whichever is later.

F. **Communications With CITY**

FIRM understands that the City Attorney is the legally empowered legal representative of the CITY and its officers and employees and FIRM shall not without specific direction from the City Attorney communicate with, advise or represent the CITY, its City Council or any other officers or employees.

G. **Validity**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

H. **Waiver**

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision or any other provision of this Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

12. **CONTRACT DOCUMENTS**

A. Attachments A through C are attached and incorporated as part of this Agreement. The attachments are titled as follows:

1. Attachment A - List of Assigned Matters and Cases

2. Attachment B - Information required for *Case Evaluation, Plan and Budget*

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3. Attachment C - Information required for *Case Status Report*

B. This Agreement shall constitute the complete and exclusive statement of understanding between CITY and FIRM which supersedes all previous written or oral agreements, and all prior communications between the CITY and FIRM relating to the subject matter of this Agreement.

13. **STANDARD OF PERFORMANCE**

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

14. **PERSONNEL**

FIRM shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by FIRM to perform services pursuant to this Agreement, FIRM shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for removal of such person or persons. All personnel performing services for FIRM shall be solely employees of FIRM and not employees of the CITY. FIRM shall be solely responsible for the salaries and other benefits, including Workers' Compensation, of all such personnel.

15. **NON-DISCRIMINATION**

FIRM shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 *et seq*.

16. **COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with

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the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

IN WITNESS WHEREOF, CITY and FIRM have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

CITY OF ROCKLIN

DocuSigned by:
By: Aly Zimmermann 11/29/2024 | 10:12 AM PST
F29E9749AAD9403...
Aly Zimmermann, City Manager
City of Rocklin

ATTEST:

DocuSigned by:
By: Avinta Madhukansh-Singh 12/1/2024 | 10:05 PM PST
88A95AD69CB047E...
Avinta Singh, City Clerk

Approved as to form:

Signed by:
By: Matthew McOmber 11/26/2024 | 5:16 PM PST
3496B8242C674E3...
Matthew McOmber, City Attorney

FIRM

Signed by:
By: J. Scott Tiedemann 11/21/2024 | 8:14 AM PST
B9858F3978DD433...
J. Scott Tiedemann, Managing Partner

DocuSigned by:
By: Jack Hughes 11/25/2024 | 8:49 AM PST
BD58B9D5112D45C...
Jack Hughes, Partner

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ATTACHMENT A

LIST OF MATTERS AND CASES ASSIGNED TO FIRM

LABOR NEGOTIATOR SERVICES

Representation, advice, and counsel necessary to serve as the Chief Labor Negotiator for Fire, POA and PSM negotiations for a new collective bargaining agreements or an extension of the current agreement, respectively.

Advise the City concerning updates, standards, best practices, and other issues applicable to the City's Employer-Employee Relations Policy (also referred to as the "Rules, Regulations and Procedures for the Administration of Employee-Employer Relations Between the City and its Employees").

Advise the City on the process and requirements to transition to the Public Employees' Medical and Hospital Care Act (PEMHCA) and the minimum for CalPers Medical. Advise on revisions to the City's 125 Cafeteria Plan.

For purposes of compliance with section 11(F) ("Communications with CITY"), this shall serve as the City Attorney's direction to FIRM to advise, communicate with, and represent the CITY, the Director of Administrative Services, City Manager, and City Attorney as needed, with respect to the foregoing matters identified as Labor Negotiator Services.

GENERAL OTHER MATTERS AS ASSIGNED BY CITY ATTORNEY

General public agency advice including but not limited to advice regarding liability and litigation assigned by the City Attorney.

Advise the City concerning updates, standards, best practices, and other issues applicable to the City's Personnel Rules and related rules and policies assigned by the City Attorney.

Any other legal matter assigned in writing by City Attorney to FIRM and accepted in writing by FIRM.

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ATTACHMENT B

CASE EVALUATION, PLAN AND BUDGET

This report shall provide a thorough evaluation of the case based on the information then available to FIRM, within 60 days of FIRM's first appearance in the case.

The evaluation shall contain a brief summary of Plaintiff's allegations, without lengthy quotations from the complaint. It shall also contain a succinct evaluation of the CITY's defenses, with citations to the controlling legal authorities, but without unnecessary detail.

The evaluation shall include a case plan explaining FIRM's recommended case strategy, including FIRM's suggestions for motions to limit issues or dispose of the case in its entirety, as well as necessary discovery.

The report shall include a defense budget which indicates the projected cost of each major case activity, including trial.

The report shall contain suggestions to contain defense costs, with the potential benefits and disadvantages of each cost-saving technique.

FIRM shall also give its recommendations regarding settlement.

Reports for cases with complex fact patterns, multiple parties, or numerous causes of action will be lengthier and more detailed than the reports for simpler cases.

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ATTACHMENT C

CASE STATUS REPORT

The *Case Status Report* is intended to update CITY on major case developments and to modify, when necessary, FIRM's defense budget or its recommendations regarding case strategy.

The CITY does not want to receive page-by page deposition or medical record summaries or lengthy analyses of the authorities FIRM is relying on in CITY's defense. Instead, a summary of the controlling facts and authorities is sufficient.

The report should indicate FIRM's charges to date and state whether its billings for its activities remain within the previously-established defense budget.

The report should also state the FIRM's estimate of the CITY's exposure in the case and the likely dollar ranges for settlement and verdict.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Accounts Paid List - April to June 2025

Date: September 9, 2025

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

Department: Administrative Services - Finance

Recommendation:
Receive the Accounts Paid List for April 1, 2025 to June 30, 2025.

Background:
The Accounts Paid List (Attachment 1) details expenses paid to vendors, types of expenses, and the amount paid for the period between April 1, 2025 to June 30, 2025.

Fiscal Impact:
This report will not have a direct fiscal impact. The items included are either within the current year budget or have been approved through budget amendments.

ATTACHMENTS:
1. Accounts Paid List April - June 2025

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City of Rocklin

ACCOUNTS PAID LIST

for

April 01, 2025 through June 30, 2025

meeting of

September 9, 2025

Signed by:
Daniel Choe
31D843A77E39437...

Administrative Services Deputy Director

8/13/2025 | 5:09 PM PDT

DATE

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City of Rocklin

Accounts Paid Summary

From: 4/1/25 To: 6/30/25

Vendor Name		Total Amount Paid
1582 MEDICAL CORPORATION	PROFESSIONAL SERVICES	37,500.00
19SIX ARCHITECTS	PROFESSIONAL SERVICES	12,515.00
4LEAF, INC.	PROFESSIONAL SERVICES	37,119.45
A & S MOTORCYCLE PARTS	PROFESSIONAL SERVICES	589.74
AARDVARK	UNIFORMS	64.35
ACORN ARBORICULTURAL SERVICE INC	PROFESSIONAL SERVICES	6,480.00
ADVANCED INTEGRATED PEST MANAGEMENT	IT SUBSCRIPTION & MAINTENANCE	4,827.00
ADVANCED TRAFFIC PRODUCTS INC.	REPAIR & MAINTENANCE	20,621.17
ADVANTAGE GEAR, INC.	NON-CAP. EQUIPMENT	13,030.93
AFSCME DISTRICT COUNCIL 57	PAYROLL DEDUCTS PAYABLE	6,786.46
AIR EXCHANGE INC.	FACILITIES REPAIRS AND MAINT	2,204.06
ALEX FLANDERS	TRAVEL/TRAINING/MEALS	884.66
ALEX SCHNETZ	TRAVEL/TRAINING/MEALS	438.91
ALL MY BEST INC.	UNIFORMS	1,185.14
ALLSTAR FIRE EQUIPMENT	NON-CAP. EQUIPMENT	24,833.44
ALTEC INDUSTRIES INC.	PROFESSIONAL SERVICES	1,481.99
AMERICAN RAMP COMPANY	PARK IMPROVEMENTS	277,005.98
ANDRE BOOKER	TRAVEL/TRAINING/MEALS	301.00
ANDREW KEYS	TRAVEL/TRAINING/MEALS	133.00
ANIMAL DAMAGE MANAGEMENT, INC.	PROFESSIONAL SERVICES	2,145.00
ARC DOCUMENT SOLUTIONS, LLC	RENTAL/LEASE	2,569.79
ASHLEY TOPETE	PRPD EXPENSE	12,676.65
AT&T	COMMUNICATIONS	77,974.85
AT&T MOBILITY	COMMUNICATIONS	28,714.30
AVI-SPL LLC	PROFESSIONAL SERVICES	770.00
AZCO SUPPLY INC.	REPAIR & MAINTENANCE	21,347.04
BAR SHACTERMAN (BAR'S BEES)	PROFESSIONAL SERVICES	1,025.00
BARRAGAN CORP INTERNATIONAL	PROFESSIONAL SERVICES	14,830.00
BELNICK HOLDCO	NON-CAP. EQUIPMENT	18,552.99
BENNETT ENGINEERING SERVICES	INFRASTRUCTURE	42,088.84
BERCO REDWOOD, INC.	PROGRAM SUPPLIES/MATERIALS	5,200.81
BETTER BUSINESS PLANNING, INC	PROFESSIONAL SERVICES	326.95
BETTS TRUCK PARTS	PROFESSIONAL SERVICES	4,485.84
BKF ENGINEERS	PARK IMPROVEMENTS	41,500.29
BLACKBURN CONSULTING	PROFESSIONAL SERVICES	95,706.50
BPR CONSULTING GROUP LLC	PROFESSIONAL SERVICES	48,302.50
BRANDON ASHER (TWIN CITY TROPHIES)	GENERAL OFFICE SUPPLIES	857.57
BRIGHTVIEW LANDSCAPE SERVICES, INC	PROFESSIONAL SERVICES	1,273.46

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Vendor Name		Total Amount Paid
BRYAN GORE	PRPD EXPENSE	7,547.86
BUREAU VERITAS NORTH AMERICA INC.	PROFESSIONAL SERVICES	70,885.33
CALIF. PEACE OFFICERS' ASSOCIATION	LICENSES/MEMBERSHIPS/SUBSCRIP	2,635.00
CALIFORNIA BUILDING STANDARDS COMMISSION	STATE BLDG STANDARDS FUND	1,848.60
CALIFORNIA DEPT OF TAX & FEE ADMINISTRATION	NON-CAP. EQUIPMENT	380.40
CALIFORNIA FIRE CHIEFS ASSOCIATION	LICENSES/MEMBERSHIPS/SUBSCRIP	100.00
CALIFORNIA NARCOTICS OFFICERS ASSOC.	LICENSES/MEMBERSHIPS/SUBSCRIP	100.00
CALIFORNIA RESERVE POLICE OFFICERS ASSOC.	RESERVE OFFICER EXPENSE	250.00
CALIFORNIA STATE DEPT OF CONSERV.	SEISMIC EDUCATION LIABILITY	4,414.74
CALIFORNIA STATE DEPT. OF GENERAL SERVICES	CASP SB1186 - STATE PORTION	322.00
CALIFORNIA STATE DEPT. OF INDUSTRIAL RELATIONS	LICENSES/MEMBERSHIPS/SUBSCRIP	225.00
CALIFORNIA STATE DEPT. OF JUSTICE	PROFESSIONAL SERVICES	4,392.98
CALIFORNIA STATE FORESTRY AND FIRE PROTECTION	PROFESSIONAL SERVICES	29,439.09
CALIFORNIA SURVEYING & DRAFTING	IT SUBSCRIPTION & MAINTENANCE	399.00
CALLYO 2009 CORP	IT SUBSCRIPTION & MAINTENANCE	3,540.00
CAL-SIERRA FENCE	PROFESSIONAL SERVICES	1,850.00
CANINE DEVELOPMENT GROUP, INC	LICENSES/MEMBERSHIPS/SUBSCRIP	280.00
CAPITOL CITY DESIGN, INC	FACILITIES & OTHER IMPROVEMENT	1,500.00
CAPITOL SAND & GRAVEL CO	REPAIR & MAINTENANCE	973.83
CARPI & CLAY, INC	PROFESSIONAL SERVICES	12,000.00
CD & POWER	PROFESSIONAL SERVICES	1,774.79
CDW GOVERNMENT INC.	NON-CAP. EQUIPMENT	74,053.74
CEB/REGENTS OF THE UNIVERSITY OF CALIF.	PROGRAM SUPPLIES/MATERIALS	525.61
CENTRALSQUARE TECHNOLOGIES	IT SUBSCRIPTION & MAINTENANCE	2,082.30
CHAD MORRIS	TRAVEL/TRAINING/MEALS	750.00
CHRIS WADE	TRAVEL/TRAINING/MEALS	200.00
CHRISTINE ALLEN	TRAVEL/TRAINING/MEALS	147.79
CHRISTOPHER CASCIATO	TRAVEL/TRAINING/MEALS	69.00
CHRISTOPHER KNAPP	PROFESSIONAL SERVICES	3,800.00
CHRISTOPHER OSBORNE	TRAVEL/TRAINING/MEALS	148.50
CINTAS CORPORATION	LAUNDRY DEDUCTION PAYABLE	7,407.50
CINTAS FIRST AID & SAFETY	PROFESSIONAL SERVICES	1,572.29
CITY OF FOSTER CITY	RECRUITMENT EXPENSES	582.00
CITY OF FRESNO	TRAVEL/TRAINING/MEALS	3,779.00
CITY OF LINCOLN	TRAVEL/TRAINING/MEALS	315.00
CITY OF ROCKLIN - PETTY CASH	PROGRAM SUPPLIES/MATERIALS	49.71
CITY OF ROSEVILLE	HWY 65 PAYABLE	78,011.49
CITY OF SACRAMENTO	TRAVEL/TRAINING/MEALS	14,176.00
CLASSIC TOW SERVICE	PROFESSIONAL SERVICES	884.00
COAR DESIGN GROUP	BUILDING	70,473.45
COASTLAND CIVIL ENGINEERING, INC.	INFRASTRUCTURE	5,772.50
COMCATE INC.	IT SUBSCRIPTION & MAINTENANCE	44,472.00
COMMERCIAL SPEEDOMETER SERVICE INC	PROFESSIONAL SERVICES	2,310.00

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Vendor Name		Total Amount Paid
CONNIE NYE	TRAVEL/TRAINING/MEALS	29.40
CONSOLIDATED COMMUNICATIONS	COMMUNICATIONS	1,550.60
CONSOLIDATED ENGINEERING, INC	PROJECT RETENTION	57,011.99
CONSOR NORTH AMERICA, INC	INFRASTRUCTURE	13,847.33
CONSTRUCTION TESTING SERVICES, INC.	REPAIR & MAINTENANCE	5,044.50
CORE PSYCHOLOGICAL CORPORATION	RECRUITMENT EXPENSES	1,000.00
COST RECOVERY SYSTEMS INC.	PROFESSIONAL SERVICES	8,000.00
COUNTCO CAPITAL, LLC	RENTAL/LEASE	15,174.84
COUNTY ENGINEERS ASSOCIATION OF CALIFORNIA	RECRUITMENT EXPENSES	208.00
COUNTY RECORDERS' ASSOCIATION OF CALIFORNIA	PROGRAM SUPPLIES/MATERIALS	187.69
CRAFCO, INC.	PROGRAM SUPPLIES/MATERIALS	12,133.27
CRAIG MIERS & GEORGE SCOTT ARCHITECTS, LLP	FACILITIES REPAIRS AND MAINT	4,235.92
CROSS CONNECTIONS EMERGENCY SERVICES INC	NON-CAP. EQUIPMENT	718.07
CRUSADER FENCE CO, INC.	PROFESSIONAL SERVICES	4,110.00
CRYE PRECISION LLC	UNIFORMS	544.22
CRYSTAL HODGSON	TRAVEL/TRAINING/MEALS	917.89
CSG CONSULTANTS INC.	PROFESSIONAL SERVICES	7,830.00
CURTIS BLUE LINE	NON-CAP. EQUIPMENT	15,606.36
CYRACOM INTERNATIONAL , INC	PROFESSIONAL SERVICES	310.05
DANIEL NELSON	TRAVEL/TRAINING/MEALS	300.75
DARRELL JANTZ	TRAVEL/TRAINING/MEALS	520.00
DATCO SERVICES CORPORATION	PROFESSIONAL SERVICES	40.00
DAVE BANG ASSOCIATES INC OF CALIFORNIA	PROGRAM SUPPLIES/MATERIALS	13,036.69
DAVID DOWNING (USA FENCE COMPANY)	REPAIR & MAINTENANCE	763.67
DAWN BULLWINKEL	PROFESSIONAL SERVICES	20,330.80
DCS TESTING & EQUIPMENT, INC.	REPAIR & MAINTENANCE	6,360.00
DELL	NON-CAP. EQUIPMENT	6,413.26
DESIREE RANER	AMERICAN FIDELITY LIABILITY	21.25
DOG & WHISTLE GOOSE CONTROL, LLC	PROFESSIONAL SERVICES	3,800.00
DOKKEN ENGINEERING	INFRASTRUCTURE	312,161.53
DOMINGUEZ LANDSCAPE SERVICES INC.	PROFESSIONAL SERVICES	496,141.17
DONNY FULLERTON	TRAVEL/TRAINING/MEALS	99.00
DRONE NERDS, INC	NON-CAP. EQUIPMENT	6,975.54
DYNAMIC DETAILING	PROFESSIONAL SERVICES	6,643.50
EASTER SEALS SUPERIOR CALIFORNIA	PROFESSIONAL SERVICES	6,400.00
ECONOMIC AND PLANNING SYSTEMS, INC.	PROFESSIONAL SERVICES	1,018.75
ECOSYSTEM CONCEPTS INC	PROFESSIONAL SERVICES	158,429.68
EFFECTIVE FITNESS COMBATIVES LLC	TRAVEL/TRAINING/MEALS	2,498.00
ELECTRICAL CONSTRUCTION SERVICES INC	PROFESSIONAL SERVICES	1,000.00
ENTENMANN-ROVIN COMPANY	UNIFORMS	655.79
ESRI INC.	IT SUBSCRIPTION & MAINTENANCE	232.11
EUNA SOLUTIONS, INC	IT SUBSCRIPTION & MAINTENANCE	19,000.00
EWING IRRIGATION PRODUCTS INC.	PROGRAM SUPPLIES/MATERIALS	3,011.92

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Vendor Name		Total Amount Paid
EXCELCHEM ENVIRONMENTAL LABS, INC.	PROFESSIONAL SERVICES	1,368.00
FASTENAL COMPANY	PROGRAM SUPPLIES/MATERIALS	250.32
FBD VANGUARD CONTRUCTION	INFRASTRUCTURE	146,413.52
FEDEX	POSTAGE	89.52
FEHR & PEERS	PROFESSIONAL SERVICES	34,957.00
FFP FUND VIII CEI PARTNERSHIP, LLC	UTILITIES	53,629.01
FIRST AMERICAN ADMINISTRATORS INC	VISION CLAIM	4,992.93
FIRST AMERICAN TITLE COMPANY	MISCELLANEOUS EXP.	768.55
FRANCHISE TAX BOARD	PAYROLL DEDUCTS PAYABLE	1,606.42
FRONTLINE METAL, LLC	ADVERTISING/PROMOTIONAL	2,595.45
FUTURE CHEVROLET OF SACRAMENTO	PROFESSIONAL SERVICES	4,691.57
FUTURE FORD LINCOLN	VEHICLE & EQUIPMENT PARTS	634.74
GARRITT H. WALSH (SELECT ELECTRIC)	PROFESSIONAL SERVICES	9,841.00
GAYNOR TELESYSTEMS, INC	NON-CAP. EQUIPMENT	6,769.06
GENUINE PARTS CO	VEHICLE & EQUIPMENT PARTS	9,930.82
GEOCON CONSULTANTS, INC.	REPAIR & MAINTENANCE	4,357.50
GO4CDL LLC	TRAVEL/TRAINING/MEALS	3,050.00
GOLD COUNTRY MEDIA	ADVERTISING/PROMOTIONAL	5,542.67
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC.	VEHICLE & EQUIPMENT PARTS	1,220.78
GRAINGER	NON-CAP. EQUIPMENT	1,096.38
GREATER SACRAMENTO AREA ECONOMIC COUNCIL	TRAVEL/TRAINING/MEALS	1,750.00
GREG JENSEN	TRAVEL/TRAINING/MEALS	92.00
GREGORY TAWNEY	PROFESSIONAL SERVICES	11,100.00
HANNA INTERPRETING SERVICES LLC	PROFESSIONAL SERVICES	382.50
HARRIS INDUSTRIAL GASES	RENTAL/LEASE	1,188.95
HDL COREN & CONE	PROFESSIONAL SERVICES	4,320.00
HDL SOFTWARE LLC	IT SUBSCRIPTION & MAINTENANCE	4,651.17
HEATHER RODGERS	TRAVEL/TRAINING/MEALS	20.00
HENRY M. REIS	PROFESSIONAL SERVICES	680.00
HERC EXCHANGE LLC	RENTAL/LEASE	6,866.71
HERITAGE LANDSCAPE SUPPLY GROUP	PROGRAM SUPPLIES/MATERIALS	62,721.63
HINDERLITER DELLAMAS & ASSOCIATES	PROFESSIONAL SERVICES	2,072.91
HI-TECH EMERGENCY VEHICLE SERVICE	VEHICLE & EQUIPMENT PARTS	2,474.85
HOLT OF CALIFORNIA	RENTAL/LEASE	28,796.38
HOMEWOOD BUILDING SUPPLY, LLC	REPAIR & MAINTENANCE	39.66
HORIZON VENTURES INC	PROGRAM SUPPLIES/MATERIALS	625.33
HPI2, LLC	UNIFORMS	576.39
HUNT & SONS INC.	FUEL/OIL	96,483.05
IAFF ROCKLIN FIREFIGHTERS	PAYROLL DEDUCTS PAYABLE	8,250.00
IMAGE OUTFITTERS PHOTOGRAPHY INC	ADVERTISING/PROMOTIONAL	200.00
INFINITY TECHNOLOGIES	PROFESSIONAL SERVICES	12,293.75
INSOMNIAC PRODUCTIONS	ADVERTISING/PROMOTIONAL	4,048.69
J & A STEAM, LLC	PROFESSIONAL SERVICES	6,200.00

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Vendor Name		Total Amount Paid
J.J.R. ENTERPRISES, INC	PROGRAM SUPPLIES/MATERIALS	10,372.10
JACOBS ENGINEERING GROUP, INC.	INFRASTRUCTURE	838,554.62
JAM SERVICES, INC	PROPERTY DAMAGE EXPENDITURE	10,628.48
JAMES GARING	TRAVEL/TRAINING/MEALS	240.50
JASON SHEARER	RET HEALTH PAYGO INSURANCE	1,698.00
JEFF FUCHS (CNW CONSTRUCTION)	BUILDING	27,431.25
JEFFREY DAIGLE	TRAVEL/TRAINING/MEALS	559.00
JEFFREY WALLOCH	RET HEALTH PAYGO INSURANCE	531.00
JERAMY GILLEN	MISCELLANEOUS EXP.	83.73
JEREMY BLACK	TRAVEL/TRAINING/MEALS	92.00
JESSE IRVIN	TRAVEL/TRAINING/MEALS	92.00
JETMULCH, INC	PROFESSIONAL SERVICES	4,954.00
JOBELEPHANT.COM INC	RECRUITMENT EXPENSES	629.00
JOHN SCHAAD	LICENSES/MEMBERSHIPS/SUBSCRIP	180.00
JOHNSON & SAMPSON CONSTRUCTION, INC.	PROFESSIONAL SERVICES	4,950.00
JOHNSON PETROLEUM CONSTRUCTION INC.	PROFESSIONAL SERVICES	605.72
JON HARTMAN	INSTRUCTIONAL SERVICES	7,761.00
JORDAN VELASCO	TRAVEL/TRAINING/MEALS	240.50
JULIE ERVIN	TRAVEL/TRAINING/MEALS	62.09
JUSTIN NARTKER	TRAVEL/TRAINING/MEALS	288.50
JUSTIN WILSON	TRAVEL/TRAINING/MEALS	112.41
KARISH INDUSTRIES	PROGRAM SUPPLIES/MATERIALS	1,189.92
KESTER CONSULTING CORPORATION	PROFESSIONAL SERVICES	105.00
KIMLEY-HORN AND ASSOCIATES INC.	INFRASTRUCTURE	44,642.08
KODEX, INC	PROFESSIONAL SERVICES	50.00
KOEFRAN INDUSTRIES, INC.	PROFESSIONAL SERVICES	250.00
KP CAL, LLC	PROGRAM SUPPLIES/MATERIALS	1,942.78
KRISTINA TERESINSKI (TINASDOODLES)	PROFESSIONAL SERVICES	700.00
L.N. CURTIS & SONS	NON-CAP. EQUIPMENT	4,076.52
LANCE SOARES INC	RENTAL/LEASE	5,276.60
LAURA DEASON	PROFESSIONAL SERVICES	4,000.00
LAURA MILLER DESIGN INC	PROFESSIONAL SERVICES	4,390.00
LAWRENCE J. OSBORNE (ELEPHANT IDEAS)	PROGRAM SUPPLIES/MATERIALS	470.68
LC ACTION POLICE SUPPLY	PROGRAM SUPPLIES/MATERIALS	507.60
LEADSONLINE PARENT LLC	IT SUBSCRIPTION & MAINTENANCE	13,099.52
LEAGUE OF CALIFORNIA CITIES	LICENSES/MEMBERSHIPS/SUBSCRIP	100.00
LEGAL SHIELD	PAYROLL DEDUCTS PAYABLE	936.00
LEHR AUTO ELECTRIC INC.	VEHICLE & EQUIPMENT PARTS	235.53
LENSLOCK INC	IT SUBSCRIPTION & MAINTENANCE	1,781.35
LES SCHWAB TIRE CENTER	PROFESSIONAL SERVICES	2,288.45
LEXISNEXIS	PROFESSIONAL SERVICES	5,295.24
LIFE-ASSIST INC	PROGRAM SUPPLIES/MATERIALS	12,108.89
LIONAKIS	BUILDING	3,100.00

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Vendor Name		Total Amount Paid
LOGICTREE IT SOLUTIONS. INC.	IT SUBSCRIPTION & MAINTENANCE	1,189.00
LRG TECHNOLOGIES LLC	NON-CAP. EQUIPMENT	2,076.84
LSA ASSOCIATES, INC.	PARK IMPROVEMENTS	16,502.50
LUKAS RODRIGUEZ	PROFESSIONAL SERVICES	4,600.00
LUMOS & ASSOCIATES, INC.	INFRASTRUCTURE	17,554.00
LUSTRE-CAL LLC	PROGRAM SUPPLIES/MATERIALS	417.62
MACCLELLAN SANDERS (MAC SANDERS PHOTO)	PROFESSIONAL SERVICES	1,002.80
MARK THOMAS & COMPANY, INC.	INFRASTRUCTURE	1,643.00
MATERIAL HANDLING SYSTEMS, INC	PROFESSIONAL SERVICES	305.78
MATHEW DESIDERI	TRAVEL/TRAINING/MEALS	385.00
MATTHEW SCOT PICCHI	TRAVEL/TRAINING/MEALS	64.35
MAVERICK NETWORKS, INC.	IT SUBSCRIPTION & MAINTENANCE	250.00
MCMASTER-CARR	PROGRAM SUPPLIES/MATERIALS	105.44
MCOMBER, MATTHEW	TRAVEL/TRAINING/MEALS	333.15
MIKE DAVIS (FOUR STAR BUILDING)	PROFESSIONAL SERVICES	23,275.50
MILLER PLANNING ASSOCIATES	PROFESSIONAL SERVICES	20,259.82
MIRACLE PLAYSYSTEMS, INC.	PARK EQUIPMENT	162,000.47
MIWALL CORPORATION	PROGRAM SUPPLIES/MATERIALS	9,617.11
MONIQUE GILLETTE	PRPD EXPENSE	11,628.90
MOST DEPENDABLE FOUNTAINS	PARK REPAIR & MAINT NON-CAP EX	15,443.38
MOTOROLA SOLUTIONS, INC.	IT SUBSCRIPTION & MAINTENANCE	122,663.36
MOULE'S FOOTHILL GLASS, INC	FACILITIES REPAIRS AND MAINT	408.84
MUNICIPAL MANAGEMENT	PROFESSIONAL SERVICES	1,716.00
MUNICIPAL RESOURCE GROUP LLC	PROFESSIONAL SERVICES	17,997.24
MUSCO SPORTS LIGHTING, LLC	PROGRAM SUPPLIES/MATERIALS	9,544.75
N & S TRACTOR INC	FLEET CAPITAL	28,254.51
NATHAN WHANN	TRAVEL/TRAINING/MEALS	1,290.38
NATIONAL ACADEMY OF ATHLETICS	INSTRUCTIONAL SERVICES	2,150.80
NATIONAL RECREATION AND PARK ASSOC.	LICENSES/MEMBERSHIPS/SUBSCRIP	900.00
NEIGHBORLY PEST MANAGEMENT	PROFESSIONAL SERVICES	2,195.00
NEIL COSTA	TRAVEL/TRAINING/MEALS	473.00
NETWORK DESIGN ASSOCIATES	NON-CAP. EQUIPMENT	58,709.70
NEWPORT BEACH-ALLIANT INSURANCE SERVICE, INC.	INSURANCE PREMIUMS	2,933.00
NI GOVERNMENT SERVICES INC.	COMMUNICATIONS	104.01
NICHOLAS VERBER	TRAVEL/TRAINING/MEALS	207.00
NICHOLS CONSULTING ENGINEERS, CHTD	PROFESSIONAL SERVICES	7,612.50
NORDIC ENTERPRISES INC	TRAVEL/TRAINING/MEALS	16,200.00
NORTHERN CA REGIONAL PUBLIC SAFETY	TRAVEL/TRAINING/MEALS	770.00
NORTHERN CALIF CITIES SELF INS FUND	WORKERS COMP INS PREMIUMS	560,227.00
NORTHERN CALIFORNIA GLOVE INC.	PROGRAM SUPPLIES/MATERIALS	992.84
NORTHERN STATE CONTRACTORS INC	PARK REPAIR & MAINT NON-CAP EX	59,392.00
NUTRIEN AG SOLUTIONS, INC.	PROGRAM SUPPLIES/MATERIALS	26,497.72
OCCU-MED, LTD.	RECRUITMENT EXPENSES	5,397.67

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Vendor Name		Total Amount Paid
OCEAN SHORE PRINTING	GENERAL OFFICE SUPPLIES	633.77
ONE TIME PAY	OTHER DEPOSITS	16,283.87
OUTDOOR LIGHTING PERSPECTIVE OF SIERRA FOOTHILLS	PROFESSIONAL SERVICES	3,195.04
PACIFIC GAS & ELECTRIC CO.	UTILITIES	358,741.57
PAPE MACHINERY INC	VEHICLE & EQUIPMENT PARTS	744.27
PARTS AUTHORITY LLC	VEHICLE & EQUIPMENT PARTS	1,881.84
PETDATA	PROFESSIONAL SERVICES	2,673.60
PETER FUENTES	TRAVEL/TRAINING/MEALS	157.50
PLACER COUNTY ADMINISTRATIVE OFFICES	COUNTY IMPACT FEE	248,252.71
PLACER COUNTY CLERK-RECORDER	PROGRAM SUPPLIES/MATERIALS	63.25
PLACER COUNTY DISTRICT ATTORNEY	PROFESSIONAL SERVICES	5,200.00
PLACER COUNTY ENVIRONMENTAL HEALTH	IT SUBSCRIPTION & MAINTENANCE	4,815.00
PLACER COUNTY FLOOD CONTROL & CONSERVATION	LICENSES/MEMBERSHIPS/SUBSCRIP	112,008.00
PLACER COUNTY HEALTH & HUMAN SERVICES	PROFESSIONAL SERVICES	42,131.50
PLACER COUNTY SHERIFF	REPAIR & MAINTENANCE	1,500.00
PLACER COUNTY TRANSPORTATION PLANNING AGENCY	PROFESSIONAL SERVICES	15,334.07
PLACER COUNTY WATER AGENCY	UTILITIES	364,763.17
PRECISION EARTHWORKS CONSTRUCTION INC	REPAIR & MAINTENANCE	6,850.00
PRIDE INDUSTRIES ONE INC.	PROFESSIONAL SERVICES	117,006.61
PRIETO ROSEVILLE	VEHICLE & EQUIPMENT PARTS	3,388.99
PSOMAS	PROFESSIONAL SERVICES	7,772.50
PYRO SPECTACULARS NORTH, INC	PROFESSIONAL SERVICES	26,029.00
R & M REFRIGERATION	PROFESSIONAL SERVICES	250.00
R3 CONSULTING GROUP INC	PROFESSIONAL SERVICES	2,405.50
RAFTELIS FINANCIAL CONSULTANTS, INC	PROFESSIONAL SERVICES	7,500.00
RAYDIANT INC	PROFESSIONAL SERVICES	1,176.00
RDO EQUIPMENT CO	VEHICLE & EQUIPMENT PARTS	287.54
REGGIE YOUNG	TRAVEL/TRAINING/MEALS	77.50
REGINALD WILLIAMS	TRAVEL/TRAINING/MEALS	267.50
RICK LAWRENCE	TRAVEL/TRAINING/MEALS	239.50
RIVERVIEW INTERNATIONAL TRUCKS	VEHICLE & EQUIPMENT PARTS	436.79
ROBBINS & HOLDAWAY, A PROF. CORP.	PROFESSIONAL SERVICES	2,465.00
ROBERT ZAUCHA	TRAVEL/TRAINING/MEALS	36.50
ROCKLIN CHAMBER OF COMMERCE	TRAVEL/TRAINING/MEALS	22.00
ROCKLIN POLICE OFFICERS ASSOCIATION	PAYROLL DEDUCTS PAYABLE	27,141.48
ROCKLIN RANCH VETERINARY HOSPITAL	PROFESSIONAL SERVICES	532.27
ROCKLIN WINDUSTRIAL	PROGRAM SUPPLIES/MATERIALS	229.35
RR & NS ENTERPRISES INC	ADVERTISING/PROMOTIONAL	2,681.25
RSC ENGINEERING, INC.	PARK IMPROVEMENTS	11,635.00
RUA & SON MECHANICAL, INC	FACILITIES REPAIRS AND MAINT	3,200.00
RUSSELL SCHERMERHORN	TRAVEL/TRAINING/MEALS	423.20
RUSTIN BANKS	TRAVEL/TRAINING/MEALS	158.50
SACRAMENTO AREA FIRE FIGHTERS LOCAL 522	PAYROLL DEDUCTS PAYABLE	2,721.28

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Vendor Name		Total Amount Paid
SACRAMENTO REGIONAL PUBLIC SAFETY	TRAVEL/TRAINING/MEALS	362.50
SACRAMENTO SHERIFF'S DEPARTMENT	TRAVEL/TRAINING/MEALS	11,181.00
SAFETY-KLEEN SYSTEMS, INC.	IT SUBSCRIPTION & MAINTENANCE	2,325.10
SAN DIEGO POLICE EQUIPMENT CO INC	PROGRAM SUPPLIES/MATERIALS	7,802.44
SARAH WALTON	TRAVEL/TRAINING/MEALS	602.18
SCOTT'S PPE RECON	REPAIR & MAINTENANCE	5,429.56
SDI PRESENCE LLC	PROFESSIONAL SERVICES	41,330.00
SEARCH AMERICA, LLC	IT SUBSCRIPTION & MAINTENANCE	329.85
SEA-WESTERN, INC	NON-CAP. EQUIPMENT	7,336.54
SECURITY & ASSET MANAGEMENT, LP	IT SUBSCRIPTION & MAINTENANCE	4,441.60
SENIORS FIRST, INC.	PROFESSIONAL SERVICES	3,750.09
SHERBURN L. HINKLEY (HINKLEY'S MASONRY)	PROPERTY DAMAGE EXPENDITURE	20,515.00
SHUMS CODA ASSOCIATES, INC	PROFESSIONAL SERVICES	9,359.02
SIERRA SAFETY	NON-CAP. EQUIPMENT	6,991.36
SIERRA STRIPING INC.	PROFESSIONAL SERVICES	1,950.00
SIERRA TRAFFIC MARKINGS, INC.	REPAIR & MAINTENANCE	95,094.85
SIERRA-SACRAMENTO VALLEY EMERGENCY	IT SUBSCRIPTION & MAINTENANCE	1,000.00
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	PROPERTY DAMAGE EXPENDITURE	19,643.79
SITEWISE CONSTRUCTION INC	PROFESSIONAL SERVICES	4,963.00
SMITHWAY ASSOCIATES, INC	RENTAL/LEASE	2,766.54
SOLARWINDS WORLDWIDE LLC	IT SUBSCRIPTION & MAINTENANCE	840.00
SOUTH PLACER M.U.D.	UTILITIES	9,068.07
SOUTH PLACER REGIONAL	SPRTA MITIGATION FEES	337,625.14
ST VINCENT DE PAUL SOCIETY ROSEVILLE AREA CONF	PROFESSIONAL SERVICES	3,406.28
STACIE FORD (BORN TO DANCE)	INSTRUCTIONAL SERVICES	318.50
STALKER RADAR	NON-CAP. EQUIPMENT	7,558.29
STAND UP PLACER, INC	PROFESSIONAL SERVICES	2,773.50
STATE CONTROLLER DEPARTMENTAL ACCOUNTING OFFICE	PROFESSIONAL SERVICES	3,000.00
STERICYCLE, INC	PROFESSIONAL SERVICES	2,067.63
STRYKER CORPORATION	REPAIR & MAINTENANCE	1,781.49
SUMER K. REGALIA	TRAVEL/TRAINING/MEALS	154.99
SUNBELT RENTALS INC.	PROGRAM SUPPLIES/MATERIALS	14,351.20
SUTTER BUTTES COMMUNICATIONS	PROFESSIONAL SERVICES	370.00
SWARCO MCCAIN, INC	PROGRAM SUPPLIES/MATERIALS	2,025.97
SYMBOL ARTS	UNIFORMS	591.25
SYTECH SOLUTIONS	PROFESSIONAL SERVICES	3,621.50
TELEFLEX LLC	PROGRAM SUPPLIES/MATERIALS	2,090.31
TENNYSON ELECTRIC LLC	REPAIR & MAINTENANCE	33,025.00
TERRI RUGGERI	INSTRUCTIONAL SERVICES	2,119.00
TETRA TECH, INC.	PROFESSIONAL SERVICES	8,844.78
THE GOODYEAR TIRE & RUBBER COMPANY	PROFESSIONAL SERVICES	18,316.27
THE GUMSHOE GROUP, LLC	RECRUITMENT EXPENSES	800.00
THE NOLLER GROUP LLC	INSTRUCTIONAL SERVICES	3,405.50

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Vendor Name		Total Amount Paid
THELONIOUS DIXON	PROFESSIONAL SERVICES	5,775.00
THINKITPRIME, LLC	IT SUBSCRIPTION & MAINTENANCE	11,321.66
THOMAS E JONES (SIERRA HILLS FRAMING)	ADVERTISING/PROMOTIONAL	218.15
THOMAS PLATINA	TRAVEL/TRAINING/MEALS	92.00
THURMOND CONSULTING LLC	PROFESSIONAL SERVICES	350.00
THYSSEN-KRUPP ELEVATOR	IT SUBSCRIPTION & MAINTENANCE	2,104.79
TIBBETTS INVESTIGATIONS	RECRUITMENT EXPENSES	1,950.00
TIM R. STEVENSON (ATLAS WELDCO)	PROFESSIONAL SERVICES	472.50
TIM SARTAIN	TRAVEL/TRAINING/MEALS	520.00
TIMOTHY D. GLISSMAN (GLISSMAN EXCAVATING)	PROFESSIONAL SERVICES	9,983.00
T-MOBILE USA, INC	PROFESSIONAL SERVICES	150.00
TRAFFIC & PARKING CONTROL CO, INC.	PROPERTY DAMAGE EXPENDITURE	2,426.41
TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	IT SUBSCRIPTION & MAINTENANCE	1,502.67
TREE PRO TREE SERVICES INC	REPAIR & MAINTENANCE	104,201.25
TRI-TECH FORENSICS, INC	PROGRAM SUPPLIES/MATERIALS	480.21
TRI-VALLEY CS LLC	INSTRUCTIONAL SERVICES	262.50
U.S. BANK NATIONAL ASSOCIATION	FUEL/OIL	30,539.84
U.S. CAD HOLDINGS LLC	IT SUBSCRIPTION & MAINTENANCE	11,000.00
UBORA ENGINEERING & PLANNING	PROFESSIONAL SERVICES	21,987.50
ULINE	PROGRAM SUPPLIES/MATERIALS	684.71
UNICO ENGINEERING, INC.	INFRASTRUCTURE	26,020.37
UNION PACIFIC RAILROAD COMPANY	INFRASTRUCTURE	6,860.73
UNITED OF OMAHA LIFE INSURANCE COMPANY	PAYROLL DEDUCTS PAYABLE	15,371.89
UNITED RENTALS	REPAIR & MAINTENANCE	103.13
VALLEY POWER SYSTEMS INC.	VEHICLE & EQUIPMENT PARTS	126.38
VALLEY ROCK LANDSCAPE MATERIAL	PROGRAM SUPPLIES/MATERIALS	4,594.59
VCA ANIMAL HOSPITALS, INC	PROFESSIONAL SERVICES	82.93
VERIZON BUSINESS	COMMUNICATIONS	192.85
VERIZON WIRELESS	COMMUNICATIONS	17,852.98
VOLLMAR NATURAL LANDS CONSULTING	PROFESSIONAL SERVICES	23,353.00
VORTEX USA INC	PROGRAM SUPPLIES/MATERIALS	5,012.54
VULCAN MATERIALS COMPANY	PROGRAM SUPPLIES/MATERIALS	205.82
WALKER'S OFFICE SUPPLIES	GENERAL OFFICE SUPPLIES	4,194.47
WATERWORKS AQUATIC MANAGEMENT, INC.	PROFESSIONAL SERVICES	1,493.50
WAVE BROADBAND	IT SUBSCRIPTION & MAINTENANCE	86,558.67
WAXIE SANITARY SUPPLY	PROGRAM SUPPLIES/MATERIALS	1,854.88
WEST COAST SAND AND GRAVEL INC	PROGRAM SUPPLIES/MATERIALS	2,690.76
WESTERN STATES FIRE PROTECTION	FACILITIES REPAIRS AND MAINT	4,052.00
WHEN TO WORK,LLC	IT SUBSCRIPTION & MAINTENANCE	1,560.00
WHITLOCK & WEINBERGER TRANSPORTATION, INC.	PROFESSIONAL SERVICES	28,537.50
WILLDAN FINANCIAL SERVICES	PROFESSIONAL SERVICES	24,332.22
WILSON TROPHY COMPANY	ADVERTISING/PROMOTIONAL	378.53
WITTMAN ENTERPRISES, LLC	PROFESSIONAL SERVICES	9,707.00

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ZACHARY LEWIS	TRAVEL/TRAINING/MEALS	38.22
ZAP MANUFACTURING INC.	REPAIR & MAINTENANCE	7,526.81
ZOOM VIDEO COMMUNICATIONS INC	IT SUBSCRIPTION & MAINTENANCE	1,185.00
ZUMAR INDUSTRIES INC.	PROGRAM SUPPLIES/MATERIALS	2,535.30
US BANK	APR, MAY, JUN CALCARD PAYMENT	341,314.33
	Total:	$8,253,048.05

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: CAL FIRE Local Responsibility Area Wildland Protection Reimbursement Agreement

Date: September 9, 2025

Submitted By: Shawn Watkins, Deputy Fire Chief
Reginald Williams, Fire Chief

Department: Fire

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute a Cooperative Fire Programs Local Responsibility Area Wildland Protection Reimbursement Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) and Related Budget Amendments.

Background:
Since 1997, the City of Rocklin has contracted with the California Department of Forestry and Fire Protection (CAL FIRE) for wildland fire protection of the Clover Valley Lakes area, and on an annual basis the City Council must authorize the City Manager to execute an agreement on the City's behalf with CAL FIRE. The agreement provides for annual renewals and rate adjustments for as long as CAL FIRE services are necessary or desirable. In 2004, Resolution No. 2004-105 authorized a reimbursement agreement for the developers of Clover Valley Lakes area to reimburse the City for the cost of CAL FIRE wildland fire protection services for the Clover Valley Lakes area. The agreement remains in effect for as long as CAL FIRE provides fire protection of wildlands within the annexation territory, and binds successors-in-interest to the property if the property is sold or transferred in whole or in part.

In 2020, Resolution No. 2020-126 was adopted by the City Council on July 14, 2020 for Fiscal Year 2020/21, which approved the CAL FIRE Agreement Cost Calculations for the Clover Valley Lakes area for 622.5 acres. In 2019, the developer, Massie & Company, LLC, sold approximately 95 acres to Jessup University. This transaction and change of ownership resulted in an amendment to the original agreement, as well as an evaluation of the current acreage. The amended acreage was determined and confirmed with the Placer County GIS and County Assessor's Office as 613.2 acres (including the Jessup University portion). CAL FIRE has included the Agreement Cost Calculations on page 8 of the Attachment 2 (Exhibit A to Resolution).

The agreement with CAL FIRE provides the City of Rocklin with automatic responses to wildland fires in the area. On "High Fire Dispatch" days, the City will receive two dozers, six engines, two Chief Officers, two Hand Crews, one Helicopter, one Air Attack, and two Air Tankers free of charge. See page 10 of Attachment 2 (Exhibit A to Resolution) for details pertaining to the Operating Plan.

Fiscal Impact:
The proposed action will have no direct fiscal impact on City funds, as the services provided by CAL FIRE will be reimbursed by the property owners.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - CAL FIRE Agreement

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE FIRE PROGRAMS LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION REIMBURSEMENT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) AND RELATED BUDGET AMENDMENTS

WHEREAS, the State of California Department of Forestry and Fire Protection (CAL FIRE) has the ability to provide wildland fire protection within the Clover Valley Lakes area of the City of Rocklin, and the City desires to contract with CAL FIRE to provide this service as long as portions of the Clover Valley Lakes area remains undeveloped; and

WHEREAS, pursuant to Resolution No. 2003-276, the City Council authorized the City Manager to execute the annual wildland fire protection agreement (Agreement) for the Clover Valley Lakes area with CAL FIRE, providing a cost to the City; and

WHEREAS, pursuant to Resolution No. 2004-105, and in accordance with Exhibit A to Resolution No. 2004-105, the developer(s) of Clover Valley Lakes area entered into a reimbursement agreement to reimburse the City for the cost of CAL FIRE wildland protection service. The Agreement remains in effect for as long as CAL FIRE provides protection of wildlands within the annexation territory, and by its terms binds successors-in-interest to the property if all or a portion of the property is sold or transferred; and

WHEREAS, an Operating Plan submitted with the CAL FIRE agreement provides the City with wildland fire protection and would cover the expenses of a wildland fire response; and in the absence of contract coverage through CAL FIRE, the City would be responsible to pay for CAL FIRE response costs; and

WHEREAS, the current CAL FIRE agreement cost calculations for 613.2 acres will cost $34,084.35 for Fiscal Year (FY) 2025/26.

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

Section 1. Each Recital is true and correct and is hereby incorporated by reference.

Section 2. The annual Cooperative Fire Programs Local Responsibility Area Wildland Protection Reimbursement Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) for wildland fire protection within the Clover Valley Lakes area of the City of Rocklin for FY 2025/26 is approved in substantially the

form attached hereto as Exhibit A to Resolution, and the City Manager is authorized to execute the agreement on behalf of the City.

Section 3. The City Manager is authorized to take necessary budgetary and accounting actions to implement and administer this Reimbursement Agreement.

PASSED AND ADOPTED this 9th day of September, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

STATE OF CALIFORNIA

COOPERATIVE FIRE PROGRAMS
LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION
REIMBURSEMENT AGREEMENT

LG-W REV 8/2024

AGREEMENT NUMBER	2CA07256
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of Rocklin

2. The term of this Agreement is: July 1, 2025 through June 30, 2026

3. The maximum amount of this Agreement is: $ 34,084.35

Thirty four thousand, eighty four dollars and thirty five cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	2	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C* – General Terms and Conditions; DGS GTC Version: 02/2025	0	pages
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	1	pages
Exhibit E – Additional Provisions	12	pages

*Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto.
General Terms and Conditions can be viewed at: http://www.dgs.ca.gov/ols

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME
City of Rocklin

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Aly Zimmermann, City Manager

ADDRESS
3970 Rocklin Road
Rocklin, CA 95677

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Matthew Sully, Deputy Director, Cooperative Fire Protection

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

California Department of General Services Use Only

EXHIBIT A

COOPERATIVE FIRE PROGRAMS

AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA

1. The project representatives during the term of this Agreement will be:

CAL FIRE Unit Chief:		Local Agency:	City of Rocklin
Name:	Brian Estes	Name:	Reginald Williams, Fire Chief
Phone:	530-277-2300	Phone:	916-625-5310
Fax:		Fax:	

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Brian Estes	Local Agency:	City of Rocklin
Section/Unit:	Nevada - Yuba - Placer	Section/Unit:	Fire Department
Attention:	Jim Hudson	Attention:	Reginald Williams
Address:	13760 Lincoln Way Auburn, CA 95603	Address:	4060 Rocklin Road Rocklin, CA 95677
Phone:	530-277-6477	Phone:	916-625-5310
Fax:		Fax:	

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

2. AUTHORIZATION

This Agreement is entered into this 1st day of July, 2025, by and between the State of California, hereinafter called STATE and City of Rocklin, County of Placer, State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection (CAL FIRE). Where the standard clauses for example in Exhibit C, use the word “Contractor” that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this Agreement.

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.

3. SCOPE OF WORK

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 613.2 acres of land as indicated on the map included under Exhibit E and desires to contract with the STATE to provide wildland fire protection to said area.

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.

4. SERVICES BY STATE

A. STATE shall provide wildland fire protection for the areas defined in the above section.

B. For those areas, which are adjacent to State Responsibility Area, STATE will provide wildland fire protection at the same level of service it now provides on adjacent State Responsibility Area.

C. For those areas (islands), which are not adjacent to State Responsibility Area, the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

5. ADMINISTRATION

A. LOCAL AGENCY agrees that STATE may dispatch fire protection resources available under this Agreement to other areas of the state when needed at the sole discretion of STATE.

B. STATE response will be subject to availability of resources.

C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.

D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

6. MUTUAL AID

LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.

7. ENTIRE AGREEMENT

This Agreement contains the whole Agreement between the parties. It cancels and supersedes any previous Agreement for the same or similar services.

EXHIBIT B

BUDGET DETAIL, INVOICING, PAYMENT AND RECONCILIATION

1. Invoicing and Payment:

A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of $50.18 per acre, plus an 10.77% administrative charge for a total of $34,084.35 upon presentation of an invoice by STATE. The rate per acre and administrative charge will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This Agreement shall be amended each fiscal year to reflect new rates.

B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be assessed for each subsequent fiscal year during the term of this Agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.

C. To minimize the need for reconciliation payment is expected in full after the LOCAL AGENCY receives the STATE invoice. Payments made by the LOCAL AGENCY will cover the protection rate per acre and the administrative charge for the protection services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

2. Budget Contingency Clause

A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Cancellation**

   Failure of either party to meet any of the terms and conditions of this Agreement, including non-payment of monies due hereunder, shall be cause for the termination of this Agreement; such termination shall become effective upon written receipt of 30 day notice of cancellation.

2. **Audit**

   If the Agreement is over $10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement. Examination and audit shall be confined to those matters connected with performance of the Agreement including, but not limited to, cost of administering the Agreement The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding.

3. **Operating Plan**

   Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be attached after Exhibit E. If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

4. **Extension of Agreement**

   Unless there is written notice by LOCAL AGENCY to terminate this Agreement STATE shall extend this Agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new Agreement been entered into.

5. **Modification**

   This Agreement may be amended at any time by written mutual consent of the parties hereto.

6. **Indemnification**

   Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party.

EXHIBIT E

ADDITIONAL PROVISIONS

Attachments

☒ Budget Plan

☒ Topographic Map

☒ Operating Plan

☐ Annual Report

LOCAL RESPONSIBILITY AREA (LRA) WILDLAND PROTECTION REIMBURSEMENT AGREEMENT

Program Cost Account (PCA #) **29005**

**THIS IS THE BUDGET PLAN FOR THE LOCAL RESPONSIBILITY AREA (LRA)
WILDLAND FIRE PROTECTION REIMBURSEMENT AGREEMENT BETWEEN THE
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE)
AND THE CITY/TOWN OF Rocklin A LOCAL AGENCY
FOR THE 2025/2026 FISCAL YEAR**

AGREEMENT COST CALCULATIONS:

Number of Acres 613.2

General Fund Reimbursement	$ 19.69	$ 12,073.91
Unit Budget	$ 30.49	$ 18,696.47
Sub-Total		$ 30,770.38
Admin Rate	10.77%	$ 3,313.97
Total Protection Cost		**$ 34,084.35**

Comments Section:

City of Rocklin
Local Wildland Contract - 2025/2026

Contract Name: City of Rocklin
Contract No.: 2CA07256
Page No.: 9



EXHIBIT E

FY 2025/26

OPERATING PLAN

TO THE AGREEMENT FOR WILDLAND FIRE PROTECTION

WITHIN LOCAL RESPONSIBILITY AREA

BETWEEN

CITY OF ROCKLIN

AND

CALIFORNIA DEPARTMENT OF FORESTRY & FIRE PROTECTION

NEVADA-YUBA-PLACER UNIT

OPERATING PLAN

Table of Contents

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3. Purpose of Plan 12
4. Definitions and Restrictions 12
5. Procedures 12
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7. Fire Prevention 14
8. Signatures 16

APPENDIX

CAL FIRE Nevada-Yuba-Placer Unit Pre-Planned Response A-1
City of Rocklin Pre-Planned Response A-2

Docusign Envelope ID: 551607A4-E1EA-4DC8-80FD-31BA8959BAB5

OPERATING PLAN

1. WHO

   This operating plan is between the California Department of Forestry and Fire Protection Nevada-Yuba-Placer Unit (CAL FIRE) and the City of Rocklin (City). It has been developed to specifically discuss the contractual agreement with CAL FIRE and the City for Watershed Fire Protection within the City limits.

2. AUTHORITY OF PLAN

   The operating plan is required of both agencies by the agreement between CAL FIRE and the City for wildland fire protection within Local Agency dated **July 1, 2025,** herein after referred to as AGREEMENT.

3. PURPOSE OF PLAN

   This operating plan will provide the Chief Officers of both agencies a means for executing the AGREEMENT and is “Exhibit B” to that AGREEMENT.

4. DEFINITIONS AND RESTRICTIONS

   See AGREEMENT for definitions and descriptions of general terms.

   This operating plan does not allow either agency to operate outside the limitations stated in the AGREEMENT and any existing automatic mutual aid agreements.

5. PROCEDURES

   A. Fire reporting/reports – When the City of Rocklin Fire Department receives a report of a wildfire within the area covered by the AGREEMENT, it will promptly notify the CAL FIRE Emergency Command Center (ECC). Each agency will process their appropriate reports and make the information available to the other upon request no later than 60 days.

   B. Incident Management – The Incident Command System (ICS) will be used to manage wildfires within the AGREEMENT area. A Unified Command Structure will be implemented with a CAL FIRE representative as IC and a City of Rocklin Fire Department representative as Deputy IC.

   C. AGREEMENT Area Fires – Each agency will maintain a pre-planned response for fires within the AGREEMENT area. Immediate cooperation between agency dispatch centers will occur to insure commonality in resource utilization. State resources will be ordered consistent with the terms of the AGREEMENT through the ECC. Any State augmentation to the pre-planned State response must be

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authorized by a CAL FIRE officer. Augmentation above pre-planned response may require, through post audit, that adjacent CAL FIRE Direct Protection Area was threatened, or that the augmentation was justified on a cost efficiency basis. Local government and private resources will be ordered through the City of Rocklin Department Emergency Command Center to insure proper utilization of the Master Mutual Aid Agreement.

D. Mutual Aid – for the purpose of this agreement, all initial attack resources will be considered mutual aid.

E. Initial Attack – Initial Attack resources will always be based on the closest forces concept as identified in the pre-planned initial attack response areas.

F. Move-up and Cover – Station coverage will be exchanged between both agencies when appropriate. Normally covering agency engines should be replaced with specific agency resources as soon as possible to prevent long term coverage problems.

G. Fire Information – Nothing in the operation of a Joint Public Information Center would preclude following agency internal information policy or procedure.

Unified Command Fire:

1. Representatives of both agencies will meet as needed to discuss procedures and locations of potential Information Centers. Both agencies will strive to keep personnel certified in the field of Public Information for use during emergencies.

2. The Unified Command will determine which agency will provide the lead Information Officer, but normally it would be the agency with the greatest commitment of resources.

H. Parties to this agreement (Chief Officer level) may order resources directly from each other's Emergency Command Centers when an immediate need exists. These resources include engines, fire crews, and bulldozers, in accordance with the AGREEMENT. The closest forces concept will be utilized.

6. GENERAL PROCEDURES

Each agency's representative and ECC personnel will meet annually to discuss, review, and update boundary fire dispatching, AGREEMENT area dispatching, fire reporting procedures, and exchange information which would affect the other agency.

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7. FIRE PREVENTION

A. POLICY

All fire prevention activities conducted on lands within the AGREEMENT area will be consistent with both agencies' guidelines. CAL FIRE and City of Rocklin Fire Department will be expected to conduct a year-round aggressive fire prevention program using guidelines within the CAL FIRE Handbook 9000 and City of Rocklin Fire Department Prevention Guidelines. This will include, but is not limited to, annual analysis and planning sessions so a proactive fire prevention plan can be generated and followed.

1. Protection/Planning Issues - Although the responsibility for enforcing fire safe ordinances pertaining to improvements in wildland areas within the City limits is the responsibility of the City of Rocklin Fire Department, a CAL FIRE representative will be available upon request to comment on these issues and assist in the enforcement of related ordinances.

2. Hazard Reduction Inspections

   a) Home Inspection – CAL FIRE will work directly with the City of Rocklin Fire Department to enforce Public Resources Code Sections 4291, 4446, 4442, 4443, 4123, or applicable International Fire Code sections.

   b) Powerline Inspections – CAL FIRE will work directly with the City of Rocklin Fire Department concerning the inspections of power lines over 750 volts, using PRC 4292, 4293, as a guide.

B. RESPONSIBILITY

CAL FIRE and the City of Rocklin Fire Department personnel will, in the performance of their duties, give full consideration to the prevention of fires and public education. Both agencies will allow staff to establish and attain fire prevention goals.

C. EXISTING AND PROJECTED DEMAND

Fire prevention, along with suppression and general emergency mitigation, is a primary role for both agencies. The demand for future services will increase thus requiring more intensive programs. Fire protection and prevention will be influenced by the following factors:

1. Increased recreation use.

2. Increased residential and commercial development.

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3. Industrial Activity.

D. OBJECTIVES

The objective of the fire prevention plan is the cost-effective reduction of fire suppression expenditures and damages from person caused fires. It is also a current and comprehensive public education program directed towards fire safety awareness and code enforcement.

E. RECOMMENDED ACTIONS

1. Public Education

a) School programs, ages K-3.

b) Timely newspaper articles concerning fire awareness.

2. Code Enforcement

a) Active PRC 4291 home inspection program in targeted areas.

b) Enforcement of the Fire Safe ordinances as they apply to construction in watershed areas.

c) Active role in railroad and powerline inspections as resources allow.

3. Area Involvement

a) Maintain a trained staff for public information during wildfire events in the City.

F. FUEL MODIFICATION

Both agencies will continue to encourage property owners and associations that own property to establish and maintain a healthy fuel complex through the following avenues:

1. Explore prescribed burning through available programs.

2. Forest Practice Inspections.

3. Manual fuel modification with mechanized programs (bio-mass), handcrew programs, and local resources.

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4. Group bio-mass programs to control stems per acres and remove dead and down materials.

G. BURNING PERMIT **ADMINISTRATION**

Burning Permit Issuance

1. The City of Rocklin Fire Department has the responsibility of issuing burn permits within the City limits and therefore the AGREEMENT area. Both agencies will agree to and establish burn permit guidelines by April 1 of each year. Guidelines will mirror those established by CAL FIRE to ensure consistency in burn programs in both the City and areas adjacent to the City.

2. The suspension of burning permits in the AGREEMENT area will be directly related to the permit suspension procedures outside of the AGREEMENT area to ensure consistency. Suspensions will be based on input from CAL FIRE and the City of Rocklin Fire Department.

H. MONITORING AND EVALUATION

Periodic monitoring and evaluation of the Operating Plan will provide for orderly and timely amendments and revisions of the Plan. The monitoring will determine if:

1. Objectives are being met.

2. Plan direction is being followed.

3. Plan is achieving desired results.

This Operating Plan has been approved and authorized as Exhibit B to be attached to the Wildland Fire Protection for Local Responsibility Areas Agreement between the NEU Unit and the City of Rocklin.

For STATE:
California Department of
Forestry and Fire Protection
Nevada-Yuba-Placer Unit
13760 Lincoln Way
Auburn, CA 95603

DocuSigned by:
Brian Estes
BC2E0B8A12EA4B3...
Brian Estes, Unit Chief

For LOCAL AGENCY:

City of Rocklin Fire Department
4060 Rocklin Road,
Rocklin, CA 95677

Reginald Williams, Fire Chief

Docusign Envelope ID: 551607A4-E1EA-4DC8-80FD-31BA8959BAB5

A-1

CAL FIRE DISPTACH PLAN

PRE-PLANNED RESPONSE

ROCKLIN WATERSHED CONTRACT

	DOZER	ENGINES	OFFICER	CREWS	HELICOPTER	AIR ATTACK	AIR TANKER
LOW	0	2	1	0	0	0	0
MEDIUM	1	4	1	2	TYPE II 1	1	2
HIGH	2	6	2	2	TYPE II 1	1	2

**** Rocklin Fire Department resources not included in wildland response resources.***

Station Proximity		Air Attack
1. Auburn	CAL FIRE 2 Engine	*Initial aircraft will be dispatched under the closest forces concept.
2. Foresthill	CAL FIRE 1 Engine	
3. Higgins	CAL FIRE 2 Engine	
4. Colfax	CAL FIRE 1 Engine	
Bulldozers	Handcrews	Copters
1. Auburn	1. Washington Ridge	*Initial helicopter dispatch will be under the closest forces concept
2. Nevada City	2. Growlersberg	
	3. Placer Center	

Docusign Envelope ID: 551607A4-E1EA-4DC8-80FD-31BA8959BAB5

A-2

ROCKLIN DISPATCH PLAN

PRE-PLANNED RESPONSE

ROCKLIN WATERSHED CONTRACT AREA

VEGETATION FIRE RESPONSE

ENGINES	OFFICER
2	1

STRUCTURE PROTECTION

ENGINES	OFFICER
3	1

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Monument Park Shade Sail Installation Project Contract and Budget Appropriation for Two Shade Sail Projects

Date: September 9, 2025

Submitted By: Laurie York, Administrative Analyst
Veronica Tracy, Parks and Recreation Director

Department: Parks and Recreation

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Monument Park Shade Sail Installation to Miracle Playsystems, Inc., Authorizing the City Manager to Execute the Contract, and Authorizing a Budget Appropriation.

Background:
Monument Park Shade Sails
The City desires to increase the safety, enjoyability, and useful life of play structures at our City Parks. Due to many factors, including the condition of the play structure, nearby trees, and when the sun shines directly on the structure, Monument Park has been identified as the next prioritized park to receive shade sails. The project consists of purchasing two shade sails and installation of those shade sails over the current play structure at Monument Park. The design is included as part of Exhibit A to the Resolution (Attachment 2).

On June 24, 2025, the City Council adopted Resolution No. 2025-126, authorizing the use of cooperative purchasing agreements consistent with Rocklin Municipal Code Sections 3.04.090(C) and (D). These provisions allow the City to leverage cooperative purchasing programs and piggyback agreements, utilizing contracts established by other governmental agencies.

Miracle Playsystems, Inc. (Miracle) has submitted a proposal through Sourcewell Contract No. 010521-LTS (Attachment 3), which satisfies the City's procurement requirements. The proposal is for all work, parts and materials necessary to install two new shade sails, for a total cost of Seventy-Eight Thousand Nine Hundred Thirty-Six Dollars and Forty-One Cents ($78,936.41). The project scope of work is included as part of Exhibit A to the Resolution (Attachment 3).

The project installation is estimated to take fifteen business days. Upon City Council approval, and execution of the contract, staff will direct Miracle to order the equipment, and, upon delivery of the equipment, staff will work with Miracle to determine the best time for installation.

Budget Appropriation

On February 25, 2025, the City Council set aside $145,568 from the Fiscal Year 2023/24 General Fund year end surplus for the installation of shade sails at two neighborhood parks to enhance the comfort and usability of these public spaces. The first park (Monument) is contemplated in this staff report. The quote for installing shade sails at the second park (Clark Dominguez) is within the City Manager's signature authority.

The funds that were previously set aside for these projects require City Council authorization to be included in the FY 2025/26 Operating Budget. Therefore, as part of the Resolution, staff recommends appropriating the funds to support the purchase and installation of the shade sails at both parks.

Environmental Analysis:

The City of Rocklin's Environmental Coordinator has reviewed the Monument Park Shade Sail Installation project and determined that it falls under the previously approved Notice of Exemption for City's Play Structure Replacement Projects (Resolution No. 2010-27) and is exempt from review under the California Environmental Quality Act (CEQA), pursuant to California Code of Regulations Sections 15301.

Fiscal Impact:

Approval of the recommended appropriation of $145,568 from the General Fund committed fund balance will provide sufficient funding to support the purchase and installation of the shade sails project.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Construction Contract
3. Miracle PlaySystems Inc. Sourcewell Contract No. 010521-LTS

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR THE MONUMENT PARK SHADE SAIL INSTALLATION PROJECT, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT, AND AUTHORIZING A BUDGET APPROPRIATION

WHEREAS, the purchase of two shade sails and installation of those shade sails over the current play structure at Monument Park is recommended for the protection of the play structure equipment and increased enjoyment of the Park by the public; and

WHEREAS, Sourcewell has performed a solicitation and executed Cooperative Purchase Contract No. 010521-LTS with Miracle Playsystems, Inc. for Playground and Water Play Equipment; and

WHEREAS, Rocklin Municipal Code Section 3.04.090(C) allows for the City to enter into cooperative purchasing/procurement arrangements with other governmental entities without separate competitive bidding by the City if a governmental agency has solicited bids and awarded a contract for the goods and services which the City desires to obtain; and

WHEREAS, staff wishes to proceed with purchasing and installing Playground Equipment with Miracle Playsystems, Inc. under Sourcewell Contract No. 010521-LTS without separate competitive bidding; and

WHEREAS, Miracle Playsystems, Inc. has provided a written Quote to the City referencing Sourcewell Contract No. 010521-LTS in the amount of Seventy-Eight Thousand, Nine Hundred Thirty-Six Dollars and Forty-Once Cents ($78,936.41) for the purchase and installation of two shade sails at Monument Park; and

WHEREAS, in accordance with the foregoing, the City and Miracle Playsystems, Inc. wish to enter into a written construction agreement; and

WHEREAS, an additional appropriation of $145,568 from the General Fund (100) committed fund balance, previously set aside by the City Council, for the purchase and installation of shade sails, is needed to support this contract.

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

Section 1. The Construction contract for the Monument Park Shade Sail Installation is awarded to Miracle Playsystems, Inc. and the City Manager is authorized to execute the Agreement with Miracle Playsystems, Inc. in substantially the form attached hereto as Exhibit “A.”

Section 2. An appropriation of $145,568 from the General Fund (100) committed fund balance is hereby approved to support the installation of Shade Sails (Project No. 20266).

PASSED AND ADOPTED this 9th day of September, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of September 9, 2025, is between the **CITY OF ROCKLIN**, a municipal corporation (hereinafter called "City"), and **Miracle Playsystems, Inc.**, a California Corporation (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.

B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

C. The Contract Documents shall include the Agreement, Attachment A (Scope of Work), Attachment B (Performance Bond), Attachment C (Payment Bond), Attachment D (Worker's Compensation Insurance Certification), Attachment E (Guarantee Form), Attachment F (Certifications Regarding Department, Suspension, Proposed Debarment, or Suspension), Attachment G (Labor and Prevailing Wage Compliance), and Attachment H (General Provisions), Technical Specifications, Standard Plans and Specifications, Standard Forms, all required bonds, Exhibits, and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

D. If applicable to this Agreement's Scope of Work, the General Provisions shall mean and refer to the current General Provisions of the City of Rocklin, which are incorporated herein by this reference as if set forth herein.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Provisions shall have the same meaning and intent in this Agreement.

III. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required for the Contract for the Project entitled:

EXHIBIT A

Monument Park Shade Sail Installation (See Attachment A for the Scope of Work).

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, a maximum of **Seventy-Eight Thousand, Nine Hundred Thirty-Six Dollars and Forty-One Cents ($78,936.41)**.

VI. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the billing and payment information below:

A. Contractor shall submit to the Public Works Director within five days after completion of the services prescribed in Section 1, an itemized statement or invoice of services rendered. City shall make payment within 30 days of receipt of Contractor's correct and approved statement or invoice.

At minimum, all invoices submitted by Contractor shall contain the following information:

i. Job/project name or description;
ii. City's current purchase order and/or work order number (if applicable);
iii. Contractor's invoice number;
iv. Date of invoice issuance;
v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
vi. Amount of invoice, itemizing all authorized reimbursable expenses; and
vii. Total billed to date under agreement.

B. Compensation under this agreement shall be reduced by applicable Contractor revenues. The term "applicable Contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Contractor's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable Contractor revenues, accruing or received by Contractor relate to allowable costs, they shall be credited to City either as a reduction, or a cash refund, as appropriate.

C. Should City, or the county, state, or federal government, disallow any amount claimed by or paid by City to Contractor, Contractor shall reimburse City, county, state or federal government, as directed by City or the state or federal government, for such disallowed cost.

D. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

VII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

VIII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within one hundred eighty (180) Calendar Days, commencing on the date of issuance of the Notice to Proceed.
B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Provisions.

X. NO WAIVER OF REMEDIES

A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.
B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.
B. Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss

suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.

C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. RESERVED (INTENTIONALLY LEFT BLANK)

XIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

A. In addition to any rights it may have, City may terminate this Contract or the Contractor's right to proceed at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.

B. Upon such termination Contractor any compensation shall be in accordance with Section 5.23 of the General Provisions, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

XIV. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Article 5 of the General Provisions.

B. City shall have the right to complete, or cause completion of the work, all as specified in the General Provisions.

XV. PERFORMANCE AND PAYMENT BONDS

A. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.

   1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
   2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract if the total amount of the contract is over $25,000.

B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

C. Bonds shall only be accepted from an *"Admitted surety insurer"*, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the***

bonds:

- The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

If this contract is the subject of a competitively bid project or work, then the following may apply:

A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.

B. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.

C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

XVII. LABOR CODE AND PREVAILING WAGE COMPLIANCE

A. In accordance with Attachment G the City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.

B. Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination (Attachment G).

XVIII. UNFAIR COMPETITION

A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

"IN ENTERING INTO A PUBLIC WORKS CONTRACT OR A SUBCONTRACT TO SUPPLY GOODS, SERVICES, OR MATERIALS PURSUANT TO A PUBLIC WORKS CONTRACT, THE CONTRACTOR OR SUBCONTRACTOR OFFERS AND AGREES TO ASSIGNING TO THE AWARDING BODY ALL RIGHTS, TITLE, AND INTEREST IN AND TO ALL CAUSES OF ACTION IT MAY HAVE UNDER SECTION 4 OF THE CLAYTON ACT (15 U.S.C. SEC. 15) OR UNDER THE CARTWRIGHT ACT (CHAPTER 2 (COMMENCING WITH SECTION 16700) OF PART 2 OF DIVISION 7 OF THE BUSINESS AND PROFESSIONS CODE), ARISING FROM PURCHASES OF GOODS, SERVICES, OR MATERIALS PURSUANT TO THE PUBLIC WORKS CONTRACT OR THE SUBCONTRACT. THIS ASSIGNMENT SHALL BE MADE AND BECOME EFFECTIVE AT THE TIME THE AWARDING BODY TENDERS FINAL

PAYMENT TO THE CONTRACTOR, WITHOUT FURTHER ACKNOWLEDGMENT BY THE PARTIES."

XIX. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of City first obtained.

XX. NO THIRD-PARTY BENEFICIARIES

This Agreement is entered into solely between the City and Contractor. There are no third-party beneficiaries, intended, unintended, or otherwise to this Agreement.

XXI. INDEMNIFICATION

A. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless City, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of the City Attorney and counsel retained by City, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or by any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of City. Contractor shall also, at Contractor's own expense, defend the City, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against City, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor shall also defend and indemnify City for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless City with respect to Contractor's "independent contractor" status that would establish a liability on City for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. The indemnification provisions are independent of, and shall not in any way be limited by, Contractor's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. City acknowledgement or approval of Contractor's evidence of insurance coverage required by this agreement does not in any way relieve Contractor from its obligations under this Section.

SIGNATURE PAGE FOLLOWS

EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:	**(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)**
Date	Tax I.D. Number
Signature	Signature
Print Name	Print Name
Title	Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

APPROVED AS TO FORM:
MATTHEW McOMBER
CITY ATTORNEY

Matthew McOmber, City Attorney

ATTEST:

Avinta Singh, City Clerk

EXHIBIT A

ATTACHMENT A
Scope of Work

Contractor shall perform all work and provide all parts and materials necessary to construct and install two (2) Shade Sails at Monument Park, located within the City of Rocklin at 2821 Ketchikan Road.

Accordingly, Contractor shall timely supply the following products and perform the following Work to the City's reasonable satisfaction:

- Order and deliver one (1) 18'x18' Shade Sail, per Plan 25_7284_Monument ParkShade _001 (Attachment A-1);
- Order and deliver one (1) 12'x12' Shade Sail, per Plan 25_7284_MonumentParkShade_001 (Attachment A-1);
- Supply and install temporary security fencing;
- Rake back and reinstall Engineered Wood Fiber (approximately 8" across 2,659 square feet);
- Remove and reinstall play equipment at existing 3' & 4' tall deck;
- Remove and dispose (offsite) of eight (8) existing posts and footings;
- Install new 18'x18' and 12'x12' Shade Sails with new posts and footings per manufacturer specifications and Plan 25_7284_MonumentParkShade_001 (Attachment A-1); and
- Ensure the timely and valid completion of Certified Playground Safety Inspector (CPSI) Inspection and Report.

Contractor shall only use the products and materials as specified herein, unless an equal or superior product is approved in advance in writing by City.

EXHIBIT A

Location Map



EXHIBIT A

Attachment A-1



EXHIBIT A

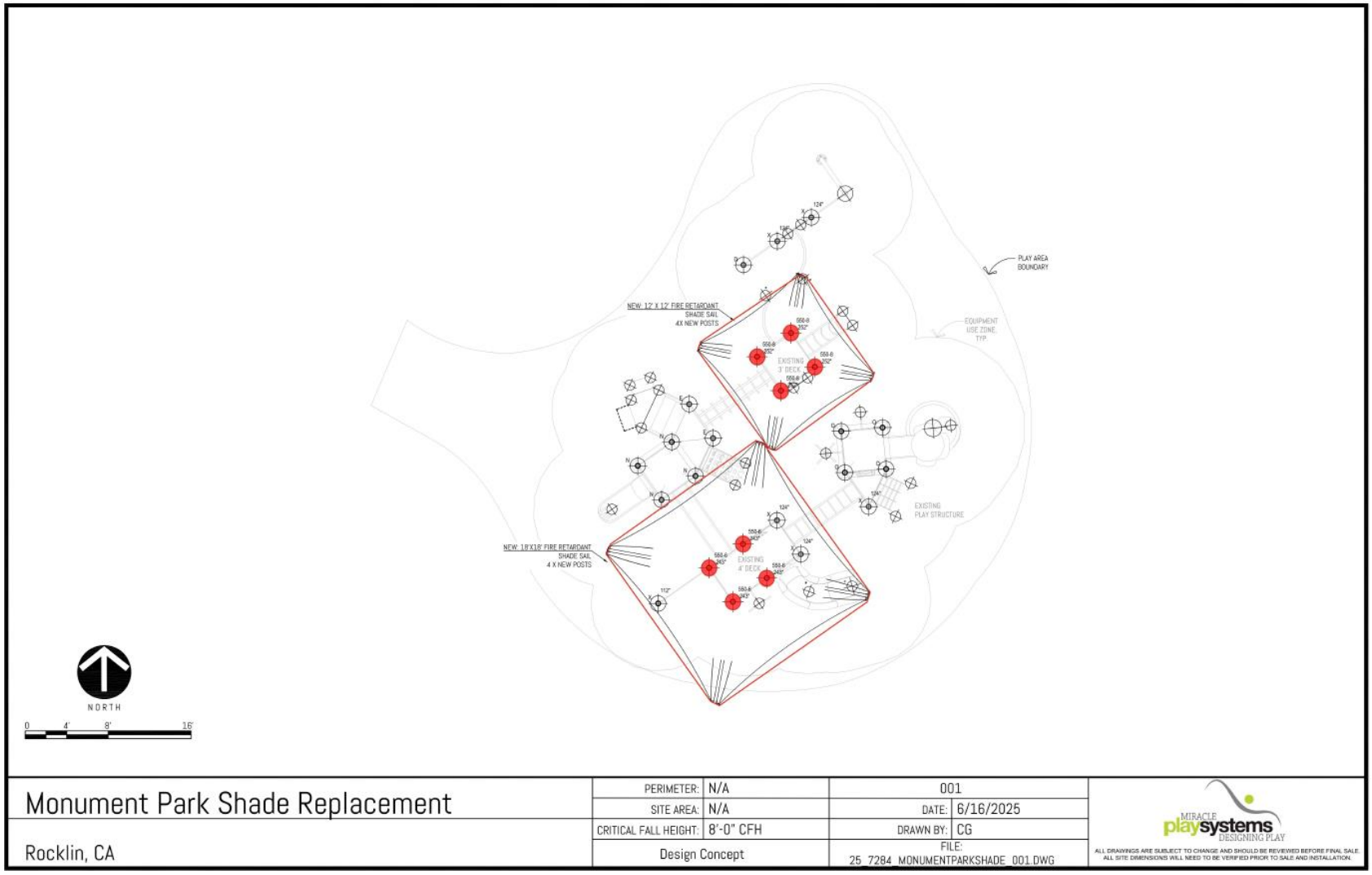

PLAY AREA BOUNDARY
NEW: 12' X 12' FIRE RETARDANT SHADE SAIL 4X NEW POSTS
EQUIPMENT USE ZONE, TYP.
EXISTING 3' DECK
EXISTING PLAY STRUCTURE
NEW: 18'X18' FIRE RETARDANT SHADE SAIL 4 X NEW POSTS
EXISTING 4' DECK
NORTH
0 4' 8' 16'
Monument Park Shade Replacement
Rocklin, CA
PERIMETER: N/A
SITE AREA: N/A
CRITICAL FALL HEIGHT: 8'-0" CFH
Design Concept
001
DATE: 6/16/2025
DRAWN BY: CG
FILE: 25_7284_MONUMENTPARKSHADE_001.DWG
MIRACLE playsystems DESIGNING PLAY
ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE. ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.

EXHIBIT A

MIRACLE PLAYSYSTEMS | DESIGNING PLAY | PLAYGROUND DESIGN



EXISTING PLAY STRUCTURE



NEW SHADE SAILS
APPROPRIATE FOR KIDS CHOICE SYSTEM.
5.0" POSTS

18'x18' SHADE SAIL

12' x 12' SHADE SAIL

6/16/2025
25_7284_MonumentParkShade_001

Creating Fun Play Environments to Enrich Communities

MIRACLE playsystems DESIGNING PLAY

EXHIBIT A

MIRACLE PLAYSYSTEMS | DESIGNING PLAY | PLAYGROUND DESIGN



Color Used In Rendering

Beige

Green Shade
Fabric (FR)

Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.

6/16/2025
25_7284_MonumentParkShade_001

Creating Fun Play Environments to Enrich Communities

MIRACLE playsystems DESIGNING PLAY

ATTACHMENT B
PERFORMANCE BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to _____, hereinafter designated as the "Principal" a contract for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee, or longer guarantee if required in the Contract Documents, of all materials and workmanship; and shall indemnify and save harmless the CITY, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by CITY in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the CITY's rights or Principal's or Surety's obligations under

the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by the CITY to be, in default under the Contract Documents, Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at Surety's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, Surety and the CITY, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

(3) Permit the CITY to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

If Surety does not proceed as provided in Paragraphs 1-3 with reasonable promptness, Surety shall be deemed to be in default on this Bond seven (7) days after receipt of additional written notice from the CITY to Surety demanding that the Surety perform its obligations under this Bond, and the CITY shall be entitled to enforce any remedy available to it.

Surety expressly agrees that the CITY may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a bid from Principal for completion of the Project if the CITY, when declaring Principal in default, notifies Surety of the CITY's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

EXHIBIT A

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

EXHIBIT A

ATTACHMENT C

PAYMENT BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to _____, (hereinafter designated as "Principal") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as the "Contract"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein. In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

EXHIBIT A

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

EXHIBIT A

ATTACHMENT D

WORKERS' COMPENSATION INSURANCE CERTIFICATION
(To be Submitted with Construction Agreement)

TO THE CITY OF ROCKLIN:

The undersigned does hereby certify that he is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Workmen's compensation or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of work on this Contract.

Name of Contractor

By:_____

Title:_____

Address:_____

Date:_____

_____

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual. If the Contractor is: (example)

1. An individual using a firm name, sign "John Doe, an individual doing business as "Blank Company."
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign" "John Doe, and Richard Doe, co-partners doing business as Blank Company, by John Doe, Co-Partner."
4. A corporation or limited liability company, sign: "Blank Company, by John Doe, Secretary." (or other title)
5. A joint venture, sign: "Blank Joint Venture, by John Doe, Managing Principal."

EXHIBIT A

ATTACHMENT E

GUARANTEE FORM

**{Print on Contractor/Subcontractor Letterhead
And Submit at Close-Out}**

_____ {Contractor's Name} hereby unconditionally guarantees that the Work performed at _____ [insert Project] has been done in accordance with the requirements of the Contract therefor and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of one (1) year from and after City acceptance of the Work, in accordance with the General Provisions, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the City to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City, or its property or licensees, the City may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the City's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the City's rights on such contract.

CONTRACTOR'S SIGNATURE_____

PRINT NAME_____

ATTACHMENT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION

Contractor hereby certifies, to the best of its knowledge and belief, except as expressly disclosed on this Certificate, that:

The Contractor and all of its Principals, if any:

1. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

2. Have not, within a three-year period preceding the effective date of this Contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 2. above.

4. Has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

"Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Contractor shall provide immediate written notice to the City if, at any time prior to contract execution, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This Certification is a material representation of fact upon which reliance will be placed when making the contract. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the Contract.

CONTRACTOR:_____
Date_____

BY:_____
Signature

_____
Type/Print Name

_____
Title

ATTACHMENT G

LABOR AND PREVAILING WAGE COMPLIANCE

1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Contractor and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Contractor shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the City.

C. By executing this Contract Contractor warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

A. The Contractor and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Contractor /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Contractor's principal office. These records shall be maintained during the course of the Work. The Contractor and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The City shall notify the Contractor in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Contractor shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Contractor shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Contractor or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Contractor and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in entering into the Contract, and will not under any circumstances, other than delays caused by the City, or the City's agents, be considered as the basis of a claim against the City.

3. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

> "No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

4 Eight-Hour Day Limitation

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Contractor, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Contractor and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Contractor shall forfeit as a penalty to the City the sum of twenty-five dollars ($25) for each worker employed in the performance of the Contract by the Contractor or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

(a) The Contractor's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Contractor or any Subcontractor

employed by the Contractor in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

ATTACHMENT H

CITY OF ROCKLIN
GENERAL PROVISIONS

CHAPTER 1 TERMS AND DEFINITIONS

1-1 GENERAL

The Contract Documents are written to the Bidder before award and the Contractor after award. Before award, interpret sentences written in the imperative mode as starting with “The Bidder must” and interpret “you” as “the Bidder” and “your” as “”the Bidder’s.” After award, interpret sentences written in the imperative mode as starting with “The Contractor must” and “you as “the Contractor” and “your” as “the Contractor’s”.

Where a location is not specified with the words “shown,” “specified,” or “described”, interpret:

1. “Shown” as “shown on the plans.”
2. “Specified” as “specified in the Specifications.”
3. “Described” as “described in the Contract Documents.” “Described” means “shown, specified or both.”

Whenever the following terms, titles, or abbreviations are used in the Contract Documents, the intent and meaning shall be as herein defined. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he”, are utilized in the Contract Documents for the sake of brevity, and are intended to refer to persons of either gender.

1-2 ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
AC	Asphalt Concrete
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
APA	American Plywood Association
ARB	California Air Resources Board
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AT&T	American Telephone and Telegraph
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practice
California-MUTCD	California Manual of Uniform Traffic Control Devices
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CDFW	California Department of Fish and Wildlife

CEQA	California Environmental Quality Act of 1970
CL	Centerline
CPM	Critical Path Method
CSI	Construction Specifications Institute
CWA	Clean Water Act
CY	Cubic Yards
DI	Drop Inlet
DIR	California Department of Industrial Relations
DLSE	Division of Labor Standards Enforcement
DWR	Daily Work Report
EA	Each
EP	Edge of Pavement
ESCP	Erosion and Sediment Control Plan
FS	Federal Specifications
LF	Linear Feet
LS	Lump Sum
MSDS	Material Safety Data Sheet
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
OSHA	Occupational Safety and Health Act
OPRL	DIR, Director's Office of Policy, Research and Legislation
PCC	Portland Cement Concrete
PG&E	Pacific Gas & Electric
PS	Pump Station
QC	Quality Control
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
SD	Storm Drain or Storm Drainage
SF	Square Foot/Feet
SS	Sanitary Sewer
STA	Station
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCP	Traffic Control Plan
Title 8	Title 8 (Construction Safety Orders) of the California Code of Regulations
Title 19	Title 19 (Public Safety) of the California Code of Regulations
Title 24	Title 24 (Building Standards) of the California Code of Regulations
TOC	Top of Curb
Typ. or TYP	Typical
UL	Underwriters' Laboratories, Inc.
UBC	Uniform Building Code (latest edition)
UMC	Uniform Mechanical Code (latest edition)
UPC	Uniform Plumbing Code (latest edition)
USA	Underground Service Alert

1-3 DEFINITIONS

Acceptance, Final Acceptance – Formal action of the City of Rocklin in determining that the Contractor's work has been completed in accordance with the Contract Documents and in notifying the Contractor in writing of the acceptability of the Work**.**

Acts of God – "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, tidal waves, flooding, tornadoes and hurricanes**.**

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the proposed Contract Documents**.**

Agreement – The written agreement signed by the City and the Contractor covering the Work and the furnishing of labor, materials, tools, equipment, supplies, transportation, supervision, resources, and everything necessary to complete the Work.

Allowance – An amount of money set aside under the Contract for a special purpose identified in the Contract.

Architect, Consulting Engineer and/or Construction Manager – A person or persons, firm, partnership, joint venture, corporation, or combination thereof or authorized representative thereof, acting in the capacity of Contractor to the City. The Architect or Consulting Engineer or Construction Manager shall issue directions to the Contractor only through the City. When the Contract Documents require that approval be obtained from the Architect or Consulting Engineer or Construction Manager, such approval shall be requested from and be given by the City.

As Shown, Etc. – Where "as shown", "as latest indicated", "as detailed", or words of similar import are used, the reference is to the Contract unless specifically stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, they shall mean the written direction, permission, or approval of the City.

Bid – When submitted on the prescribed bid form, properly signed and guaranteed, the Bid constitutes the offer of the Bidder to complete the Work at the price shown on the Bidder's bid form.

Bidder – Any person, persons, firm, partnership, joint venture, corporation, limited liability company or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Bid Documents – The sum of the documents that comprise the Bid by a Bidder to perform the Work.

Bid Form – The approved form, which includes a sum of required documents, upon which the City requires a formal Bid be prepared and submitted for the Work. See **BID FORM.**

Bid Guarantee – The cash, cashier's check, certified check, or Bidder's bond accompanying the Bid submitted by the Bidder as a guaranty that the Bidder will enter into a Contract with the City for the performance of the Work if the Contract is awarded to the Bidder.

Bid Item – Individual line items to be included in the Bid, as set forth on the Bid Form.

Bid Opening – Not applicable

Calendar Day – Every day shown on the calendar. When the Contract Time is stated in

Calendar Days, every day will be charged toward the Contract Time.

Change Order – A Contract amendment approved by the City that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract which are required for the proper completion of the Work. A Change Order may or may not include adjustments to the Contract Time and/or to the Total Contract Price.

City – Shall mean the City of Rocklin, acting through its authorized representatives.

City Council – The City Council of the City of Rocklin, a political subdivision of the State of California. Also referred to as "Council".

City of Rocklin Construction Standard Specifications – the City's standard specifications for construction, located on the City's website.

City of Rocklin Improvement Standards– the City's standard requirement for improvement projects, located on the City's website.

Completion – The point in the Project at which the Work is 100% performed.

Construction Change Directive (CCD) – A written order to the Contractor, issued after execution of the Contract, signed by the City or the Owner's Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Total Contract Price or Contract Time, or both, and which shall be used in the absence of total agreement with the Contractor on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

Contract – The entire binding agreement and contract between the City and Contractor relating to the Project, including the Agreement, and all documents incorporated into the Agreement by reference, and all Contract Documents.

Contract Documents – The Notice to Contractors, Addenda, Bid Form, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

Contract Commencement Date – The date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the executed Agreement for Construction or such other date as may be established therein.

Contract Completion Date – The date by which the Contract requires Completion.

Contract Schedule – The schedule produced by the Contractor in response to the

requirements of the Contract Documents.

Contract Time – The time stated in the Contract for completion of the Work. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two.

Contractor – The person or persons, firm, partnership, joint venture, corporation, or combination thereof, private or municipal, who (that) has (have) entered into a Contract, as defined in the Contract Documents, with the City.

Day – Any reference to "day" or "days" without expressly stating whether they are "working days" or "calendar days" shall be construed to mean calendar days.

Director – The person appointed by the City Manager for the City of Rocklin for the department through which the Project will be procured.

Drawings – Also referred to as "Plans". The Project Plans, Standard Drawings, drawings, profiles, typical cross sections, general cross sections, Working Drawings and supplemental drawings, plates or reproductions thereof, approved by the City, which show the locations, character, dimensions and details of the Work to be performed. Once approved, all such drawings are incorporated into and become a part of the Contract Documents whether or not reproduced in the Special Provisions.

In the above definition, the following terms are defined as follows:

A. Project Plans: The project plans and specific details and dimensions particular to the Work and as supplemented by the Standard Drawings insofar as the same may apply.

Engineer – The City Engineer of the City of Rocklin for which work will be done under these Contract Documents, acting personally or through agents or assistants duly authorized by the Engineer.

Estimated Quantities – The list of items of Work and the estimated quantities associated with the Work. The Estimated Quantities provide the basis for the Bid.

Field Directive – Written documentation of the actions of the City in directing the Contractor. Also referred to as a "Directive."

General Provisions – Specific clauses that are part of the Contract and are located in Chapters 1-11. They assist in the governing of the Contract and in the contract performance, setting forth conditions and requirements of the Contractor and the City.

General Requirements – The part of the Contract Documents establishing special conditions or requirements particular to the Work and general clauses that establish how the Project is to be administered and supplementary to the General Provisions and Special Provisions.

Hazardous Waste – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Inspector – The person or persons authorized to act as agent(s) for the City in the

inspection of the Work.

Invitation for Bids – The written notice whereby interested parties are informed of the date, location, and time of the Bid Opening of a proposed City Project and the terms and conditions of submitting Bids to perform the Work. Also called Notice to Contractors.

Legal Holidays – Legal holidays shall include the following holidays designated by the City: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Notice to Contractors – Same as Invitation for Bids.

Notice To Proceed – The written authorization by the City to the Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

Plans – See "Drawings."

Progress Schedule – A schedule prepared and maintained by the Contractor indicating the current status of the Work and the projected activities, tasks and durations planned to complete the Work in accordance with the Contract Time of Completion dates.

Owner's Representative – The City's designated agent engaged to perform all functions delegated to the Owner's Representative by the Contract Documents. The Owner's Representative may or may not be the Project Manager or a construction manager. The Owner's Representative will be the Contractor's primary contact during construction of the Project.

Project – Shall mean the Work.

Project Manager – The City's employee assigned to oversee the Project on a daily basis.

Proposed Change Order (PCO) – A document issued by the Contractor proposing a change to the Work and stating a proposed basis for adjustment, if any, in the Total Contract Price Contract Time, or both. A PCO shall be used by the Contractor to respond to a Request for Proposal. A PCO is not effective to authorize the proposed change to the Work, to the Total Contract Price or to the Contract Time unless it is accepted in writing by the City.

Record Drawings – Drawings prepared by the Contractor that document changes to, additions to, or deductions from the Plans, and which represent the Work as constructed, including, but not limited to, existing utilities found during construction of the Work.

Reference to Codes – Unless otherwise noted, all references to statutes are to the laws of the State of California and/or of the United States as codified in the various specified codes.

Request for Information (RFI) – A document issued by the Contractor seeking clarification and/or additional information regarding an aspect of the Work. An RFI is not to be used to request materials/equipment substitutions or value engineering/cost reduction incentive proposals. The response to the RFI does not constitute authorization or direction to proceed with any changed or additional work. Changed or additional work must be separately authorized by the City.

Request for Proposal (RFP) – A document issued by the Owner's Representative requesting pricing information and/or a proposed adjustment in Contract Time for a described scope of work. An RFP is not a Change Order, a CCD or a direction to proceed with the scope of work described in the RFP. The Contractor's response to the RFP shall be in the form of a Proposed Change Order.

Schedule of Submittals – A schedule prepared and maintained by the Contractor of required submittals and the time requirements to support scheduled performance of related construction activities.

Schedule of Values – A statement furnished by the Contractor to the City reflecting the portions of the Total Contract Price allotted for the various parts of the Work for each work activity contained on the Contract Schedule. Unless otherwise indicated in the Specifications, the total of the Schedule of Values shall equal the full cost of the Work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the Schedule of Values is the basis for reviewing the Contractor's application for progress payments.

Special Provisions – The Special Provisions are specific clauses setting forth conditions or requirements particular to the Work.

Specifications – The directions, provisions, and requirements contained herein. When the term "Specifications" or "these Specifications" is used, it means the provisions as set forth herein, together with any amendments or revisions that may be set forth in the Special Provisions. The Specifications are comprised of "General Provisions", Special Provisions", "General Requirements" and "Technical Specifications".

Standard Drawings – The City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, which are incorporated into the Standard Construction Specifications, and made a part of the Plans by reference to one or more specific Standard Drawings.

State – The State of California.

State Specifications – Unless otherwise stated in the Special Provisions, the version of the Standard Specifications of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

State Plans – Unless otherwise stated in the Special Provisions, the version of the Standard Plans of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

Subcontractor – A properly licensed party under contract to and responsible to the Contractor for performing a specified part of the Work; or a properly licensed party under contract and responsible to a Subcontractor of the Contractor.

Substantial Completion – The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so City can occupy or utilize the Work for its intended use, and only minor corrective Work remains to be performed, all required approvals, certificates of occupancy and other sign-off from any other public agencies with jurisdiction have been obtained, (provided such approvals

are not delayed as a result of causes unrelated to Contractor's or its Subcontractors', sub-subcontractors', or suppliers' performance or failure to perform the Work or to satisfy its obligations under the Contract Documents) and Contractor has cleaned up and removed all equipment, tools and other materials from the Work area. Contractor shall secure and deliver to City written warranties and guaranties from its Subcontractors, sub-subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by City and stating the period of warranty as required by the Contract Documents.

Supplemental Drawing – Supplemental Drawings define the Plans or Specifications in greater detail by providing additional information that may have not been specifically or clearly shown or called out on the Plans or in the Specifications.

Technical Specifications – The provisions of the Specifications that describe the technical aspects of the Work, including all technical references contained therein.

Total Bid Price – The aggregate sum of the Bid, including all additive items.

Total Contract Price – The total price for the Work as bid by the Contractor, including any additions or subtractions made via Change Orders.

Work – All obligations and/or actions which the Contractor is contractually required to fulfill and/or perform as specified, indicated, shown, contemplated, or implied in the Contract, including but not limited to (1) all alterations, amendments, or extensions made by Change Order or other written directives or directives of the City; (2) furnishing of all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to perform all tasks required by the Contract; (3) all tasks, duties and obligations required by the Contract; and (4) closing documents for the Project such as complete Record Drawings and submission of all manuals.

Working Day – Any day except: (a) Saturdays, Sundays, and City Legal Holidays; (b) days on which the Contractor is specifically required by the Special Provisions or by law to suspend construction operations; or (c) days on which the Contractor is prevented from proceeding with the current controlling operation or operations of the Work for at least five (5) hours per day due to inclement weather, or conditions resulting immediately therefrom.

Working Drawing – Working Drawings detail a particular item of work and the manner in which it is to be accomplished or performed. Working Drawings are prepared by the Contractor as a submittal or a portion of a submittal and may be specifically requested by the City or required in the Contract or a Field Directive or other written directive.

CHAPTER 2 – RESERVED (INTENTIONALLY LEFT BLANK)

CHAPTER 3 - 3-9 - INSURANCE

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3-9 INSURANCE

The Contractor shall procure, maintain, and keep in force at all times during the term of the Contract in insurance companies acceptable to the City, at the Contractor's sole expense, the following insurance:

3-9.01 General Liability

General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, contractual liability applicable to the Contractor's assumed liability under the Contract, and products and completed operations liability. Coverage shall be at least as broad as "Insurance Services Office Commercial General Liability Coverage Form CG 0001" (occurrence). The limits of liability shall be not less than:

Each Occurrence	Two Million Dollars ($2,000,000) combined single limits for Bodily Injury and Property Damage
Personal and Advertising Injury	One Million Dollars ($1,000,000)
Products and Completed Operations Aggregate	One Million Dollars ($1,000,000) combined single Limits for Bodily Injury and Property Damage
General Aggregate	Four Million Dollars ($4,000,000) combined single limits for Bodily Injury and Property Damage
Fire Damage	One Hundred Thousand Dollars ($100,000)

The policy shall provide coverage for claims arising out of subsidence.

The Contractor shall procure and maintain Products and Completed Operations Coverage with a carrier acceptable to the City through the expiration of the patent deficiency in the statute of repose set forth in the Code of Civil Procedure section 337.1.

3-9.02 Automobile Liability

Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired,

and non-owned automobiles. Coverage shall be at least as broad as “Insurance Services Office Business Auto Coverage Form CA 0001,” symbol 1 (any auto). The limits of liability shall not be less than:

Bodily Injury and Property Damage Combined Single Limit	One Million Dollars ($1,000,000)

3-9.03 Workers' Compensation

Workers' Compensation insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employers’ Liability coverage. The limits of Employers’ Liability shall not be less than:

Each Accident	One Million Dollars ($1,000,000)
Disease Each Employee	One Million Dollars ($1,000,000)
Disease Policy Limit	One Million Dollars ($1,000,000)

The Workers’ Compensation policy required hereunder shall be endorsed to state that the Workers’ Compensation carrier waives its right of subrogation against the City, its officers, officials, employees, agents or volunteers.

In the event the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. Contractor shall provide evidence of waiver of its right of subrogation against the City, its offices, officials, employees, agents or volunteers as a self-insurer.

3-9.04 Excess or Umbrella Liability

If the Special Provisions require limits of insurance greater than those specified in the General Provisions, the Contractor shall maintain excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for General Liability, Automobile and Employer’s Liability with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.

3-9.04.A Contractor’s Equipment

The Contractor, and each of its Subcontractors, shall separately insure its own equipment for loss and damage. The Contractor’s Property and Inland Marine policies shall include, or be endorsed to include, a waiver of subrogation against the City, its officers, officials, employees, agents, and volunteers which might arise by reason of damage to the Contractor’s property or equipment (owned, leased or borrowed) in connection with work performed under this Contract by the Contractor.

3-9.04.B Railroad Protective Liability

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor’s sole expense, Railroad Protective Liability insurance with limits of liability as set forth in the Special Provisions.

3-9.04.C Builder's Risk Insurance

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the City, at the Contractor's sole expense, Builder's Risk insurance with limits of liability equal to one hundred percent (100%) of the full replacement cost of the Work.

1. Coverage shall be written on a Replacement Cost basis without application of coinsurance and shall cover the Project sites against losses included in perils usually included in a "Special Form" policy format in addition the policy shall include:

    a. Earthquake and Land Movement and Flood.

    b. Loss that ensues from design error, defective materials, or faulty workmanship.

    c. Mechanical breakdown or electrical damage, including testing, magnetic disturbance and changes in temperature or humidity disturbance, and changes in temperature or humidity.

    The property covered shall include the Work, including any materials, equipment, or other items to be incorporated therein while the same are located at the construction site, stored off site, while in transit or at the place of manufacture. In addition, the policy shall cover collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architects, engineers and other design professionals required as a result of such insured loss. The policy shall contain a provision that the interests of the City and the Contractor, Subcontractors and material suppliers are insureds under the policy and that any loss shall be payable to the insureds as their interests may appear.

    When stated as a requirement in the Special Provisions, Builder's Risk Insurance shall include Delay in Opening coverage with limits of liability, and for the period of time, as set forth in the Special Provisions. Coverage shall include debt service, expense, loss of earnings or rental income or other loss incurred by the City, without deduction, due to the failure of the Project being completed on schedule.

2. The maximum deductible for earthquake, land movement and flood allowable under this policy shall be five percent (5%) of replacement value at risk at the time loss. A one hundred thousand dollars ($100,000) minimum is acceptable. The maximum deductible for all other perils allowable under this policy shall be ten thousand dollars ($10,000). All deductibles shall be borne solely by the Contractor, Subcontractors, or material suppliers, and the City shall not be responsible to pay any deductible, in whole or in part.

3. The City and the Contractor waive all rights against each other and against all other contractors for loss or damage to the extent reimbursed by Builder's Risk

insurance or any other property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.

4. If not covered by Builder's Risk insurance or any other property or equipment insurance required by this Contract, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, property insurance for portions of the Contractor's work and/or equipment to be incorporated therein stored offsite or in transit.

3-9.04.D Environmental Liability Insurance

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Environmental Liability insurance, using an occurrence form (Claims Made forms at not acceptable unless expressly allowed by the City), which includes coverage for sudden and accidental pollution arising out of the handling of hazardous materials or hazardous wastes; non-hazardous materials or non-hazardous wastes that, when released into the environment, violate regulatory standards of the Federal, State or Local Government; and coverage for liability arising out of the handling of asbestos.

If coverage for Environmental Liability insurance is allowed by the City to be written on a claims-made form, the following provisions apply:

Limit of coverage shall be not less than ten million dollars combined single limits for Bodily Injury and Property Damage ($10,000,000).

Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the Work. Additional provisions, including Project specific coverage may be required at the sole discretion of the City.

3-9.04.E Other Provisions

1. The Contractor's General Liability, Automobile Liability, and any Excess or Umbrella Liability or other insurances required in the Special Provisions, shall contain the following provisions:

    a. The City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officers, officials, employees, agents, or volunteers.

    b. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers,

officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

2. The Contractor's General Liability and any Excess or Umbrella Liability insurance policies shall contain an endorsement stating that any aggregate limits shall apply separately to the Work.

3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy by endorsement or provision shall state that coverage shall not be suspended, voided, cancelled, reduced in scope of coverage or in limits, non-renewed, or materially changed unless the insurer(s) provide thirty (30) Calendar Days written notice by certified mail to the City prior to such change. Ten (10) Calendar Days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.

5. All of the Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-IX.

   Exception: Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

6. The Contractor shall sign and file with the City the following certification prior to commencing performance of the work of the Contract:

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

   Said certification is included in the Contract, and signature and return of the Contract shall constitute signing and filing of the said certification.

7. The City, at its discretion, may require new types of insurance coverage or increase the limits of insurance coverage required hereunder at any time during the term of the Contract by giving thirty (30) Calendar Days written notice to the Contractor. Contractor shall immediately procure such insurance or increase the limits of coverage and provide certificates of insurance, including copies of all required endorsements, to the City within thirty (30) Calendar Days of receipt

of the City's request.

8. The required insurance coverage shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve the Contractor of its duties and responsibilities in this Contract.

9. If the Contractor fails to procure or maintain insurance as required by this Section 3-9 and each of its subsections and any Special Provisions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Contractor under the Contract. Failure of the City to obtain such insurance shall in no way relieve the Contractor from any of the Contractor's responsibilities under the Contract. Any failure of the Contractor to maintain any item of the required insurance is sufficient cause for termination of the Contract as a material breach.

10. The making of progress payments to the Contractor shall not be construed as relieving the Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the City. Partial payment does not constitute partial acceptance.

11. The City is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the Contract. The City will provide such amendments or waivers in writing to the Contractor.

12. The Contractor is responsible for the acts and omission of all of its Subcontractors and shall require all of its Subcontractors to maintain adequate insurance.

The failure of the City to enforce in a timely manner any of the provisions of this Section 3-9 and/or any of its subsections shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

3-9.04.F Deductibles and Self-Insurance Retention

Any deductible or self-insured retention over $10,000 that applies to General Liability or Automobile Liability must be declared to and approved by the City.

3-9.05 Notification of Accident or Occurrence

The Contractor shall report by telephone to the City within twenty-four (24) hours and also report in writing to the City within fifteen (15) Calendar Days after the Contractor or any Subcontractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars ($10,000) to the Work, property of the City or others, arising out of any work done by or on behalf of the Contractor as part of the Contract. Such report shall contain:

1. The date and time of the occurrence,

2. The names and addresses of all persons involved, and

3. A description of the accident or occurrence and the nature and extent of injury or damage.

3-9.06 Notification of Claim

If any claim for damages is filed with the Contractor or if any lawsuit is instituted against the Contractor, that arises out of or is in any way connected with the Contractor's performance under this Contract and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the City, Contractor shall give prompt and timely notice thereof to the City. Notice shall be prompt and timely if given within thirty (30) Calendar Days following the date of receipt of a claim or ten (10) Calendar Days following the date of service of process of a lawsuit.

CHAPTER 4 – RESERVED (INTENTIONALLY LEFT BLANK)

CHAPTER 5 - CONTROL OF WORK AND MATERIALS

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5-1 AUTHORITY OF CITY

The City will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The City will decide all questions regarding the interpretation and fulfillment of the Contract on the part of the Contractor, and all questions as to the rights of different contractors that may be involved with the Work.

The City will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.

The City will administer its authority through a duly designated representative identified at the preconstruction meeting. The Contractor and the City representative shall make good faith attempts to resolve disputes that arise during the performance of the Work.

Any order given by the City not otherwise required by the Contract to be in writing will be given or confirmed by the City in writing at the Contractor's request. Such request shall state the specific subject of the decision, directive, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.

5-2 ATTENTION AND COOPERATION OF CONTRACTOR

The Contractor shall comply with any written instruction delivered to the Contractor or the Contractor's authorized representative by appropriately authorized representatives of the City.

5-3 SUGGESTIONS TO CONTRACTOR

Any plan or method suggested to the Contractor by the City, but not specified or required in writing, if adopted or followed in whole or in part by the Contractor, shall be used at the risk and responsibility of the Contractor. The City assumes no responsibility.

5-4 SEPARATE CONTRACTS

The City reserves the right to award other contracts in connection with the Work. The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work and shall properly connect and coordinate its work with the other contractors.

If any part of the Contractor's work depends upon the work of any other contractor for proper execution or results, the Contractor shall inspect and promptly report to the City any defects in such work that render the other contractor's work unsuitable for proper execution and results. The Contractor's failure to so inspect and promptly report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's work, unless defects develop in the other contractor's work after the execution of the Contractor's work.

5-5 COOPERATION WITH OTHER CONTRACTORS

Other contractors and other forces, including the City and/or adjacent property owners may perform work adjacent to or within the Work area concurrent with the Contractor's operations. The Contractor shall conduct operations to minimize interference with the work of other forces or contractors. Any disputes or conflicts between the Contractor and other forces or contractors retained by the City which create delays or hindrance to each other shall be referred to the City for resolution. If the Contractor's work is delayed because of the acts or omissions of any other force or contractor, the Contractor shall have no claim against the City other than for an extension of time (see Section 7-18, "Extension of Time", of these General Provisions).

5-6 CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES

If any person employed by the Contractor or any Subcontractor shall fail or refuse to carry out the directions of the City or the provisions of the Contract, or is, in the opinion of the City, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language or conduct to any person on or associated with the Work or with the public; or is acting or working in a manner that compromises the safety of the public, Work or persons or property involved with the Work, or is otherwise unsatisfactory, the Contractor shall, when requested by the City, remove the worker from the Work site immediately, and shall not again employ the removed worker on the Work except with the written consent of the City.

5-7 CONTRACTOR'S EQUIPMENT

The Contractor shall provide adequate and suitable equipment, labor, and means of construction to meet all the requirements of the Work, including completion within the Contract Time. Only equipment suitable to produce the quality of work required will be permitted to operate on the Project. Specific types of equipment may be requested by the City on component parts of the Work.

The City may, at the City's option, permit the use of new or improved equipment, at the Contractor's cost. If such permission is granted, it is understood that it is granted for the purpose of testing the quality and continuous attainment of work produced by the equipment, and the City shall have the right to withdraw such permission at any time that the City determines that the alternative equipment is not producing work that is equal in all respects to that specified, or will not complete the Work in the time specified in the Contract. The cost for mobilizing and demobilizing new or improved equipment shall be borne by the Contractor.

In any case where the use of a particular type or piece of equipment has been banned, or in cases where the City has condemned for use on the Work any piece or pieces of equipment, the Contractor shall promptly remove such equipment from the site of the Work at its cost. Failure to do so within a reasonable time may be considered a breach of contract. The cost for mobilizing and demobilizing replacement equipment shall be borne by the Contractor.

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5-9 DAILY REPORTS

No less than on a weekly basis, the Contractor shall submit, upon request of the City, to the City daily reports, which shall include, without limitation, the identity of Subcontractors on the site, an accurate headcount of workers on the site, materials and equipment delivered to the

site, visitors to the site, work performed, and any problems encountered.

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5-11 RESPONSIBILITY FOR ACCURACY

The Contractor shall obtain all necessary measurements for and from the Work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work; the accuracy for all of which the Contractor shall be responsible. The Contractor is responsible for adjusting, correcting, and coordinating the work of all Subcontractors so that no discrepancies result.

5-12 DUTIES AND POWERS OF INSPECTORS

Inspectors are the authorized representatives of the City. Their duty is to inspect materials and workmanship of those portions of the Work to which they are assigned, either individually or collectively, under instructions of the City, and to report all deviations from the Contract.

City work site inspections will only be conducted Monday through Thursday from 7AM to 3:30PM, excluding City Holidays. Any inspections outside of these hours shall be requested at least three (3) days prior, must be approved by the Project Manager, and all costs associated with the inspections shall be paid by the Contractor.

5-13 INSPECTION

The inspection of the Work does not relieve the Contractor of the obligation to fulfill all Contract requirements. The purpose of inspection is not to assure Contractor that all of the Work is meeting all of the Contract requirements.

All work and materials furnished pursuant to the Contract shall be subject to inspection and approval by the City. The Contractor shall provide the City and Inspectors with access to the Work during construction and shall furnish every reasonable facility and assistance for ascertaining that the materials, equipment and the workmanship are in accordance with the requirements and intent of the Contract. Any work, materials, or equipment not meeting the requirements and intent of the Contract will be rejected, and unsuitable work, equipment or materials shall be made good, notwithstanding the fact that such work, materials or equipment may have been previously inspected or approved and /or payment may have been made. The Contractor shall be solely responsible for any costs associated with the removal of any defective work, equipment or materials discovered during the inspection and the complete cost of reconstruction.

Unless authorized in writing by the City, any work done in the absence of an Inspector, whether completed or in progress, shall be subject to inspection. The Contractor shall furnish all tools, labor, materials, access facilities, and other facilities necessary to allow such inspection, even to the extent of uncovering or taking down completed portions of the Work. The Contractor shall pay all costs incurred, whether or not any defective work is discovered. The Contractor shall also be solely responsible for any costs associated with the removal of any defective work discovered during the inspection and the complete cost of reconstruction.

Reexamination of any part of the Work may be ordered by the City, and such part of the Work shall be uncovered by the Contractor. The Contractor shall pay the entire cost of such

uncovering, reexamination, and replacement if the reexamined work does not conform to the Contract.

The Contractor shall notify the City of the time and place of any factory tests and submit test procedures for approval thirty (30) Calendar Days in advance for any tests that are required by the Contract. The Contractor shall report the time and place of preparation, manufacture or construction of any material for the Work, or any part of the Work, that the City wishes to inspect. The Contractor shall give five (5) Working Days' notice in advance of the beginning of work on any such material or of the beginning of any such test to allow the City to make arrangements for inspecting and testing or witnessing.

5-14 QUALITY OF MATERIALS AND WORKMANSHIP

Unless otherwise allowed or required by the Special Provisions, all equipment and materials shall be new and of a quality at least equal to that specified. All workmanship shall also be of the highest qualify. When the Contractor is required to furnish equipment, materials or manufactured articles or shall do work for which no detailed specifications are set forth, the equipment, materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market. If not ordinarily carried in stock, the articles shall conform to the usual standards for first-class materials or articles of the kind required. The work performed shall secure the best standard of construction and equipment of the Work as a whole or in part.

Materials shall be furnished in sufficient quantities and at such times to ensure uninterrupted progress of the Work. All required spare parts shall be delivered in new condition, not in a used or unknown condition, and with any certificates required. Materials, supplies, and equipment shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss by weather or other causes.

5-15 SUBSTITUTIONS

Certain materials, articles, or equipment may be designated in the Contract by brand or trade name or manufacturer together with catalog designation or other identifying information. Substitute material, article, or equipment which is of equal quality and of required characteristics for the intended purpose may be proposed for use, provided the Contractor complies with the requirements of the following paragraphs.

5-15.01 Written Request

The Contractor shall submit any request for substitution in writing no later than thirty (30) Calendar Days after the award of the Contract.

5-15.02 Documentation

If requested by the City, a proposal for substitution must be accompanied by complete information and descriptive data, including cost of operation, cost of maintenance, and physical requirements necessary to determine the equality of offered materials, articles, or equipment.

The Contractor shall also submit such shop drawings, descriptive data, and samples as

requested. The burden of proof of comparative quality, suitability, and performance of the offered proposal shall be upon the Contractor. The determination of equal quality, suitability, and performance shall be at the sole discretion of the City. The City will examine such submittals with reasonable promptness. If the City rejects the request for such substitution, then one of the particular products designated by brand name in the Contract shall be furnished. Acceptance of substitution by the City shall not relieve the Contractor from responsibility for deviations from the Plans and Specifications or from responsibility for errors in submittals. Failure by the Contractor to identify deviations in the request material from the Plans and Specifications shall void the submittal and any action taken thereon by the City.

Changes required for proper installation and fit of substitute materials, articles or equipment, or because of deviations from the Contract shall not be made without the written consent of the City and shall be made by the Contractor without additional cost to the City. The Contractor shall pay the costs of design, drafting, architectural or engineering services and alterations of the construction required to accommodate any Contractor substitution or construction error to maintain the original function and design.

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5-18 APPROVAL OF MATERIALS OR EQUIPMENT

5-18.01 Sources Of Supply

The City's approval at the source of supply may be required prior to procurement. Such approval shall not prevent subsequent disapproval or rejection of materials or equipment by the City if the quality is less than required by the Contract.

5-18.02 Plant Inspection

The City assumes no obligation to inspect materials or equipment at the source of supply. The Contractor is responsible for incorporating satisfactory materials and equipment into the Work, notwithstanding any prior inspections or tests.

The City will inspect materials or equipment at the source if the Contractor submits a written request and if the City deems the inspection necessary. The Contractor and the supplier will cooperate with and assist the City while performing the inspection. The City shall have access to all production areas of the material or equipment source or place of manufacturing.

5-19 PROVISIONS FOR EMERGENCIES

The City may provide necessary labor, material and equipment to correct any emergency resulting from the Contractor's operation including noncompliance with the Contract, public convenience, safety, traffic control, and protection of Work, persons, environment, and property. The nature of the emergency may prevent the City from notifying the Contractor prior to taking action. The costs of such labor, material, and equipment shall be borne by the Contractor and will be deducted from progress payments.

The performance of such emergency work under the direction of the City shall not relieve the Contractor from any damages resulting from the emergency.

5-20 RIGHT TO RETAIN IMPERFECT WORK

If any portion of the work done or materials or equipment furnished under the Contract shall prove defective or not in accordance with the Contract, and if the defect in the work, materials or equipment is not of sufficient magnitude or importance to make the work, materials or equipment dangerous or undesirable, or if the removal of such work, materials or equipment is impracticable or will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain the work, materials or equipment instead of requiring it to be removed and reconstructed or replaced. Progress payment deductions will be made as described in Section 8-9, “Deductions for Imperfect Work”, of these General Provisions.

5-21 REMOVAL OF REJECTED MATERIALS OR WORK

The Contractor shall remove all rejected or condemned materials, equipment or structures brought to or incorporated in the Work within two (2) Working Days of the City’s written directive. No such rejected or condemned materials or equipment shall again be offered for use in the Work. The Contractor shall, at the Contractor’s expense, bring into Contract compliance all rejected material, equipment or work in a manner acceptable to the City.

The City may bring into Contract compliance the rejected material or equipment if the Contractor fails to comply with this Section. All costs shall be borne by the Contractor and will be deducted from the Progress Payment.

5-22 TEMPORARY SUSPENSION OR DELAY OF WORK

The City has the authority to suspend or delay the Work, wholly or in part, for any period the City deems necessary. The Contractor shall immediately comply with the City’s written directive to suspend or delay the Work. The suspended or delayed work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the City. Public safety and convenience must be maintained throughout the suspension or delay in accordance with Sections 6-12, “Public Convenience and Safety”, and 6-13, “Public Safety and Traffic Control”, of these General Provisions.

Delays due to suspension of work shall be classified as Inexcusable or Excusable Delays in accordance with Section 7-12, “Delays”, of these Specifications. Such suspension shall not relieve the Contractor of the Contractor’s responsibilities as described in the Contract.

5-23 TERMINATION OF CONTRACT

5-23.01 Reasons for Termination

The City reserves the right to terminate the Contract or the Contractor’s control over the Work for any of the reasons listed below.

5-23.01.A Termination for Convenience

The City may at any time and for any reason terminate the Contract or the Contractor’s performance of the Work, in whole or in part.

If the Contract or the Contractor's control over the Work is terminated for cause and if it is later determined that the termination for cause was wrongful, such termination for cause automatically shall be converted to and treated as a termination for convenience. In such event, the Contractor shall be entitled to receive only the amount payable under Section 5-23.04 of these General Provisions, and the Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

5-23.01.B Termination for Cause

The City may terminate the Contract or the Contractor's control over the Work and so notify the Contract and the Contractor's sureties for the following causes:

- The Contractor is adjudged bankrupt or makes an assignment for the benefit of the Contractor's creditors, or if a receiver is appointed because of the Contractor's insolvency.
- The City has made a determination that the Contractor will be unable to complete the Work on or before the completion date as adjusted by Change Order, or the Contractor has not completed the Work on or before the completion date as adjusted by Change Order.
- The Contractor abandons the Work.
- The Work or any portion is sublet or assigned without the City's consent.
- The rate of progress is not in accordance with the Contract.
- Any portion of the Work is unnecessarily delayed.
- The Contractor willingly violates any terms or conditions of the Contract.
- The Contractor does not supply sufficient materials or properly skilled and staffed labor.
- The Contractor fails to promptly pay its Subcontractors.
- The Contractor disregards laws, ordinances, or City orders.
- The Contractor fails to correct defective work in response to defective work notices.
- The Contractor fails to comply with written directives.

5-23.02 Termination After Contract Time

In addition to any other rights it may have, the City may terminate the Contract or the Contractor's right to proceed at any time after the Contract Completion Date, as adjusted by Change Order. Upon such termination, in addition to the Contractor's other obligations under the Contract, the Contractor shall not be entitled to receive any compensation after such

termination until the Work is completed, and the Contractor shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5-23.04 of these General Provisions.

5-23.03 Notice of Termination; City Completion

If grounds exist under Sections 5-23.01B or 5-23.02 above, then the City may issue to the Contractor and its sureties a Notice of Intent to Terminate the Contract or the Contractor's Control Over the Work for Cause. The Notice shall state the grounds for termination for cause that exist and demand that Contractor cure the grounds, or make satisfactory arrangement for cure of the grounds, within ten (10) days of the date of the Notice, or else the City will terminate the Contract or the Contractor's control over the Work.

If the Contractor fails to cure the grounds, or make satisfactory arrangement for cure of the grounds, stated in the Notice of Intent to Terminate within ten (10) days of the date of the Notice of Intent to Terminate, the City may give written Notice of Termination for Cause to the Contractor and the Contractor's sureties that the Contract, or a portion of the Contract, has been terminated and/or that the Contractor's control over the Work, or a portion of the Work, has been terminated for the reasons stated in the Notice of Termination. The Notice shall also demand that Contractor's surety take over and perform the Work through Completion. The Contractor's surety shall then have the right to take over and perform the Work through Completion. The City may take over the Work through Completion at the Contractor's and surety's expense if the surety does not commence performance within thirty (30) Calendar Days from the date of mailing the Notice of Termination or if immediate resumption of the Work is necessary to avoid significant additional cost.

If the City is forced to take over the Work, it may prosecute the same to completion by day labor, by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties shall be liable to the City for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the City may, without liability, take possession of and utilize in completing the Work, the Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. The City may also take possession of and use all or any part of the Contractor's tools, equipment and appliances on the premises to complete the Work. The City assumes the responsibility for returning such equipment in as good condition as when it was taken over, reasonable wear and tear excepted. The items shall be returned to the Contractor when the Work is complete or sooner, at the City's discretion. The City agrees to pay a reasonable amount for the use of such tools and equipment.

The Contractor hereby assigns to the City all of its interest in orders and/or contracts existing at the time of termination. The assignment of said orders and/or contracts shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts which the City designates in writing.

Whenever the Contract or the Contractor's control over the Work is terminated for cause, the Contractor and its sureties and shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order and whether or not the termination date precedes or post-dates the adjusted Contract Completion Date, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set

forth in Section 5-23.04 of these General Provisions.

Immediately upon receipt of a Notice of Termination for Cause or for Convenience, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work that is not terminated.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

4. Assign to the City, in the manner, at the times, and to the extent directed by the City, all of the rights, titles, and interests of the Contractor under the orders and subcontracts so terminated. The City shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the City. The City's approval or ratification shall be final.

6. Transfer title to the City, and deliver in the manner, at the times, and to the extent directed by the City, fabricated or unfabricated parts, work in process, completed work, supplies, other material produced as a part of, or acquired in connection with, the terminated work, and the completed or partially completed drawings, information, and other property that, if the Contract had been completed, would have been submitted to the City.

7. Sell, in the manner, at the times, to the extent, and at the price that the City directs or authorizes, any property of the types referred to in Item 6 of this Section (Section 5-23.03). The Contractor is not required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed and at a price approved by the City. The proceeds of any such transfer or disposition shall be used to reduce any payments made to the Contractor under the Contract or be credited to the cost of the work covered by the Contract or paid as the City directs.

8. Complete performance of the Work not terminated by the Notice of Termination.

9. Take necessary action, or as the City directs, to protect and preserve the property related to the Contract in which the City has an interest.

5-23.04 Payments to Contractor Upon Termination of Contract

In the event of a termination for convenience, the Contractor and the City may agree upon an amount paid to the Contractor for the total or partial termination of the Contract or of the Contractor’s control over the Work. The amount may include those items specified in Chapter 9, “Changes and Claims”, of these General Provisions. However, such agreed amount shall

not exceed the Total Contract Price, reduced by the amount of payments already made and the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

If the Contractor and the City fail to agree on the amount to pay the Contractor because of the termination for convenience under this Section, the City shall determine the amount due the Contractor.

In the event of a termination for cause, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the City in finishing the work, plus all damages sustained or to be sustained by the City, including, without limitation, legal expenses, City forces, administration and management, direct and indirect, plus liquidated damages, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the Work, provided that sworn statements of said claims shall have been filed as required by Chapter 9, “Changes and Claims”, of these General Provisions, the excess not otherwise required by the Contract Documents to be retained shall be paid to the Contractor. If the sum so expended to complete, plus the City’s damages as described herein, plus liquidated damages, plus unpaid claims as described herein exceeds the unpaid balance of the Total Contract Price, the Contractor and the Contractor's surety are liable to the City for the amount of such excess.

5-23.05 Completion Not a Waiver of City Rights

No act by the City before the Work is finally accepted shall operate as a waiver or stop the City from acting upon any subsequent event, occurrence or failure by the Contractor to fulfill the terms and conditions of the Contract. The rights of the City pursuant to this Section 5-23 and all of its subsections are in addition to all other rights of the City pursuant to the Contract, and at law or in equity.

5-23.06 Survival of Obligations

No termination of this Contract or of the Contractor’s control over the Work shall excuse or otherwise relieve the Contractor of its responsibilities under the Contract with respect to any Work performed prior to the date of termination, including, without limitation, its obligation to perform the Work in a good and workmanlike manner, free of defects, and in accordance with the Contract, its warranty obligations with respect to the Work, and its obligation to make all payments due. All of the Contractor’s responsibilities under the Contract with respect to the Work performed prior to the date of termination shall survive any termination.

5-24 TERMINATION OF UNSATISFACTORY SUBCONTRACTS

When any portion of the Work subcontracted by the Contractor is not prosecuted in a satisfactory manner, the Contractor shall immediately terminate the subcontract upon written notice from the City. The Subcontractor shall not again be employed for any portion of the work on which the Subcontractor's performance was unsatisfactory. Substitution of a new subcontractor shall be accomplished in accordance with California Code

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Sourcewell

Solicitation Number: RFP #010521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive #100, Huntersville, NC 28078 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

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respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

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The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

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hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

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agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	PlayPower, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: W. Todd Brinker B286C633F68749C...
By: _____	By: _____
Jeremy Schwartz	W. Todd Brinker
Title: Director of Operations & Procurement/CPO	Title: Senior Vice President Global Sales & Marketing Outdoor Play
Date: 2/15/2021 | 10:36 PM CST	Date: 2/15/2021 | 2:23 PM CST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 2/15/2021 | 10:46 PM CST

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name:	PlayPower
Address:	11515 Vanstory Drive Suite 100 Huntersville, NC 28078
Contact:	Christine Stepp
Email:	christine.stepp@playpower.com
Phone:	570-259-5466
HST#:	431681424

Submission Details

Created On:	Tuesday November 17, 2020 12:27:42
Submitted On:	Tuesday January 05, 2021 16:13:14
Submitted By:	Christine Stepp
Email:	christine.stepp@playpower.com
Transaction #:	21ef8062-9c3f-45fb-8ccb-e615e3baf910
Submitter's IP Address:	149.20.204.131

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	PlayPower, Inc.	*
2	Proposer Address:	11515 Vanstory Drive #100, Huntersville, NC 28078	*
3	Proposer website address:	www.PlayPower.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	W. Todd Brinker Senior Vice President, Global Sales & Marketing Outdoor Play 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 704-576-7928	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christine Stepp Sales, Marketing and Contract Administrator 1000 Buffalo Road, Lewisburg, PA 17837 570-522-5441	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bill Wilhite – EZ Dock Phone: 417 -737-2110 Email: Bill.Wilhite@playpower.com Brett Kidd - Little Tikes Commercial Phone: 678-432-0077 Cell: 573-701-2236 Email: Brett.Kidd@playpower.com Mike Sutton – Miracle Recreation Phone: 724-458-4986 Cell: 715-922-8707 Email: Mike.Sutton@playpower.com Jennifer Smith Phone: 225-907-4749 Cell: 225-424-8843 Email: Jennifer@nofault.com David Sheedy – Playworld Phone: 573-366-6337 Email: David.Sheedy@playpower.com Christine Stepp – PlayPower Phone: 527-259-5466 Email: Christine.Stepp@playpower.com Brock Hodge - Soft Play Phone: 704-948-3430 Mobile:704-904-4067 Email: Brock.Hodge@playpower.com Kevin Spence – USA Shade Phone: 214-269-4112 Mobile: 214-587-9397 Email: kevin.spence@USA-Shade.com Dan Sullivan – Wabash Valley Phone: 813-760-0382 Email: daniel.sullivan@playpower.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	PlayPower, Inc. is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park & site amenities, fabric shade structures, floating dock systems, lifts for boats and personal water craft, innovative surfacing products and indoor contained play structures. PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland and Scotland. PlayPower's VISION is to be the leader in creating legendary play and recreation experiences around the world. PlayPower's MISSION is to design and manufacture fun and safe play and recreation equipment for all ages and abilities. We will be recognized as the leader for inspiring and creating innovative products and providing superior customer service. We will leverage our brands globally to the benefit of those who use our products and to our customers, employees, and shareholders. PlayPower VALUES honesty and integrity, respect and caring for others, openness and collaboration, individual and team accountability, passion and purpose. PlayPower began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include: o Miracle Recreation Equipment Company o Little Tikes Commercial o Playworld o Wabash Valley o EZ Dock o USA Shade & Fabric Structures o Soft Play o Playtime o No Fault o Tayplay o HAGS (international only) PlayPower's companies are leaders in the markets in which they serve and in combination, have HUNDREDS of years of experience bringing play and recreation to life.	*
8	What are your company's expectations in the event of an award?	• We will launch our contract heavily by targeting Sourcewell members with all of our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault • We will continue to lead Sourcewell as our North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows • Our expectation, with having multiple brands in our portfolio, and as a turnkey solution, PlayPower's Sourcewell contract sales would exceed $100M over the term of the contract.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the PlayPower Holdings Inc. and Subsidiaries 2019 Final pdf attached to this response.	*
10	What is your US market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's Outdoor Playground equipment market share is approximately 33.0% in the United States.	*
11	What is your Canadian market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's market share is 26.0% in Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PlayPower, Inc. Is a manufacturer of Recreation and Playground Equipment, Accessories and Supplies. PlayPower Inc., with a few exceptions of direct sales representatives, operates with independent representatives/dealers that cover all areas of North America and Internationally. All representatives, as contractually responsible, sell, deliver and coordinate installation of all products proposed within this RFP. In addition, PlayPower's installers are factory certified to repair and service PlayPower's recreation and playground equipment, accessories, and supplies.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PlayPower is licensed to sell in all 50 states, 10 provinces and globally. We are committed to provide Sourcewell and their members a safe, enjoyable, positive environment to play and grow. Our commitment to provide such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines, we also actively participate in ASTM and CPSC development, and are active members of IPEMA. Our employees, sales representatives, distributors, dealers and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. They have the knowledge and experience to provide positive recreation and play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 & ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logos in all of PlayPower's outdoor brand catalogs signifies PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's web site to confirm product certification.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	• PlayForm 7 – Playworld – 2016 IDEA Silver Award. Recognized by Architect's newspaper best products of 2016 award • PlayCubes – Playworld – Winner of Architectrual Records 2016 Product of the Year • The Chicago Athenaeum: Museum of Architecture and Design awarded Playworld with The Good Design Award for PlayCubes, published in the Good Design Yearbook for 2019-2020. • NRPA Best Booth – Miracle - 2018	*
17	What percentage of your sales are to the governmental sector in the past three years	PlayPower percentage of sales to the government sector as as follows: 2020 - 62% 2019 - 66% 2018 - 71%	*
18	What percentage of your sales are to the education sector in the past three years	PlayPower percentage of sales to the education sector are as follows: 2020 - 29% 2019 - 25% 2018 - 22%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	2018 2019 2020 CMAS $429,901.58 - - COA - $205,565.74 $55,895.35 COSTARS $102,812.68 $376,404.54 $351,116.88 DE USAGE $5,690.00 $17,322.82 $10,690.00 NJ STATE $295,687.34 $442,753.06 $239,850.35 PREP - $237,565.00 $561,812.00 SOURCEWEL $38,840,671.82 $29,092,389.51 $26,043,818.71 HGAC $1,192,953 $236,858 $87,436 NASPO $2,256,692 $946,192 $288,288 KPN $212,068 $15,496 $2,703	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	2019 2018 2017 GS-03F-072GA Miracle Recreation $14,061 $94,426 $157,563 GS-03F-055AA Little Tikes Commercial $41,812 $12,788 $74,698 GS-03F-0071T Playworld $8,680 $78,008 $84,356 GS-03F-0001U USA Shade $75,248 $183,919 $246,227	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Saugus Union School District	Lori Rubenstein – Director of Project Maintenance	661-294-5300 (ext. 5154)	*
Houston County BOE	Bill Dollar – Director of Maintenance	478-447-9301	*
Northside ISD	Linda Seewald – Coordinator Physical Education and Health	210-397-8630	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
ABC Unified School District School	Education	California - CA	Surfacing	$580,000	$580,000	*
Northside ISD	Education	Texas - TX	Playground Equipment	$25,000	$1,200,000	*
Fulton County School District	Education	Georgia - GA	Playground Equipment	$16,666	$1,200,000	*
MS/FEMA CDC Grant	Government	Mississippi - MS	Playground Equipment	$15,833	$3,800,000	*
NASA	Government	Florida - FL	Indoor Play Equipment	$2,200,000	#2,300,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	PlayPower's 700+ professional sales representatives/distributors/dealers are eager to provide service to Sourcewell members. Our large portfolio and sales network provides a significant advantage for Sourcewell members in being able to find almost all of their recreation and playground needs with PlayPower.	*
24	Dealer network or other distribution methods.	The majority of PlayPower's representatives, dealers and distributors are independent agencies, with a few exceptions where territories are covered with direct employees.	*
25	Service force.	All representatives, distributors, dealers and installers are factory trained and certified to either sell and/or service our products. Included is a listing of our comprehensive global list of representatives for each brand.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All inquiries regarding Customer service, warranty and repair of PlayPower recreation and playground equipment and accessories should be coordinated with our independent representative network. In addition, Sourcewell members can contact each PlayPower division directly. • Little Tikes - Claims can be submitted via email to ltc_customer_care@playpower.com where they are reviewed by our Technical Support Team. Customers can also call 800- 497-5246 and our Customer Service team will be happy to assist during normal business hours (7:00 to 5:00 CST). After hours or on weekends our 24-hour Customer Service Hotline is available by calling 866-LTC-4FUN (866-582-4386) • Miracle - Technical support line (888) 458-2752 seven days a week, 24 hours a day • Playworld –Technical support line (800) 233-8404 is available 24/7 but all calls will be handled during normal business hours 8:00am to 4:30pm EST. We have info@playworld.com for requests and we also have online chat available 8:00am-4:30pm EST on our website. • Wabash Valley – Technical support line (800) 253-8619 during the business hours of 8:00 to 5:00 EST M-F • USA Shade – Technical support line (800) 966-5005 during the business hours of 8:00 to 5:00 CST M-F • EZ Dock -(800) 654-8168, our Technical Support and Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • Soft Play- (800) 782-7529 Ext. 3429, any of our Technical Support or Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • No Fault - Main Office 1-800-232-7766 M-F during normal business hours of 8:00am-5:00pm	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in all 50 US states.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in the 10 provinces of Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PlayPower covers ALL geographic areas of the United States and Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	PlayPower serves all participating entity sectors and does not have any limitations to do so.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are not any contract restrictions that would apply to members in Hawaii, Alaska and in the US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	General Marketing Program Strategy: The marketing plan objective is to increase the sales closure rate of SOURCEWELL projects by providing high-quality leads and effective sales tools to our sales representatives. We will promote the program nationally, including a multi-program approach that overlays with our current marketing strategy and plans. Details of those programs are as follows: Catalogs/Brochures • SOURCEWELL Brochures • We have created brochures (one per brand) detailing the benefits of our SOURCEWELL contract that is utilized during sales presentations and trade shows. • Full Line Catalogs • Our full line product catalog is produced and distributed annually and is available in January. • We include information regarding the SOURCEWELL program within the catalogs. Websites: • Features SOURCEWELL in our partner and funding pages on each of our brand websites • https://www.miracle-recreation.com/planning/our-partners/sourcewell/ • https://littletikescommercial.com/sourcewell/ • https://playworld.com/sourcewell • https://www.softplay.com/capabilities/njpa/ • https://www.ez-dock.com/resources/njpa/ Email/PR: • Email Campaigns • SOURCEWELL will be featured in email campaigns to those individuals that have opted-in to that brand e-communications. Social: • Social Media Campaigns •Posts on various social platforms, including Facebook and LinkedIn, per brand Trade Shows • We have a trade show plan in place and shall include representation of the program at each trade show including product brochures. • The 3 outdoor play brands have large booths at the annual NRPA & ASLA tradeshows. Sales Tools/Training • PowerPoint sales presentation was created to discuss selling features and benefits of our Sourcewell contract for PlayPower's representatives. • Regular email newsletter to PlayPower sales representatives from sales VPs, promoting the Sourcewell contract and our sales tools for promoting our Sourcewell contract. • Sales representative communication portal provides training/sales tools/resources for our sales representatives to help promote our Sourcewell contract, programs and services. Examples of our marketing materials as they relate to SOURCEWELL are included separately in the PowerPoint which has been included with this RFP submittal.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our current marketing strategy includes programs to promote our Sourcewell contract, products and services through multiple digital media channels including: • Brand websites, on partner and funding pages • Email marketing campaigns • Social media, including Facebook and LinkedIn	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its members. We would expect on rare occasions, a representative of Sourcewell to potentially help with customer calls & visits when needed, and also to attend our annual sales meetings for our outdoor equipment brands. In understanding of this, PlayPower Inc. understands that the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our websites and direct-to-customer marketing through our vast network of representatives. PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all of our rep partners/distributors/dealers, catalogs and digital marketing. Our commitment and message to Sourcewell and its members will always remain clear and constant: we are 100% committed to Sourcewell from our executive level through our rep network.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Products and services are not available through an e-procurement ordering process. Playgrounds and recreation related products are often very custom driven project by project. Because of this, an e-procurement solution is not feasible with PlayPower's offering of products and services.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	PlayPower is committed to providing safe, reliable products. There is not a need to train Sourcewell members since all of our representatives, dealers, distributors and installers go through extensive product training. Sourcewell members have been invited to visit our factories, however formal training is not required.	*
37	Describe any technological advances that your proposed products or services offer.	Pride in Engineering and Design: Whatever Sourcewell members' level of recreation and/or playground expertise is, PlayPower will provide as much help as needed. Members can virtually design their own playground equipment, or our network of design consultants will assist every step of the way. Our advanced computer-assisted design (CAD) capabilities provide customers with the most versatile, accurate commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Direct electronic access to accurate, up-to-date product information is available to all PlayPower personnel, which includes PlayPower sales representatives, who can do on-the-spot CAD designs for customers. The design(s) then transmits to our internal system for production. Our consultants have access to all product documentation at all times and can produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design. They can also send information to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes. Quality Products, Manufacturing, and Installation: PlayPower's commercial playground equipment, play structures, dock systems etc. are manufactured utilizing proven processes that have been honed over our over combined 200+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to: • Powder-coating paint system • Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs • Rotational molding machines, including the largest in the industry-- which provide the capacity for more innovative and fun products • Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycled process with minimal waste. • Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs • MIG/TIG weld stations • Robotic welding • Fiberglass fabrication • Custom manufacturing – one of only a few playground manufacturers in the world to offer this • In-house CAD design team to help create your dream playground • All PlayPower representatives and installers are factory trained and certified • PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell members • PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel & wood), contained play, early childhood themed, etc. Materials and Innovation: PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. Just a few of our state-of-the-art innovations and features are: • Versalok® II clamping system makes installation of components a snap. The clamp is made from up to 100% recycled aluminum alloy, and all fastening hardware is stainless steel and tamper-resistant. • GatorGrip® - Miracle's handrails and rungs feature GatorGrip, with a texture that is friendly and reassuring to small hands. • Flo-Coat® - Our state-of-the-art Flo-Coat® steel tubing was developed specifically for children's playground equipment, and is zinc galvanized coated inside and out for superior resistance to abrasions, scratches, salt, and the elements. • Mira-Cote® - All metal components are finished with Mira-Cote- a durable, electrostatically applied, non-toxic, lead-free, polyester powder coating that's available in almost 30 colors. • Mira-Therm® - All decks, steps, ramps, and bridges, as well as a variety of complementary items, are coated with Mira-Therm®, our proprietary brand of polyvinyl chloride (PVC) containing UV stabilizers, color pigments, and flame retardants. Mira-Therm® coated punched steel with folded edges provides quick drainage, with holes too small for fingers. • Naturtek - Our exclusive material is the most realistic natural imitation in the marketplace. It not only looks real, but feels real. That's because we've been able to replicate the actual	*

look and feel of real rocks, trees and stumps. This product is unlike any other.
• Gelefish - We've transformed the playground by fusing trend-setting designs with traditional play events that kids love. Gelefish offers a customizable design with countless possibilities of play component configurations delivering more fun-per-foot.
• EZ Dock Flotation Chambers - Simply put, our patented flotation design creates stability. When you walk on an EZ Dock, you will immediately notice the difference when compared to other floating docks. Our docks don't just float, they actually enhance steadiness thanks to the compression and suction of the hollow chambers on the underside.
• EZ Dock Connection Couplers - EZ Dock's patented connection couplers allow sections to move independently under high-stress conditions, while still providing unified firmness. Plus, our polyethylene construction provides outstanding modularity, buoyancy, functionality and safety.
• NEOS outdoor electronic playgrounds were the first of its kind introduced in the marketplace. Our fun electronic games inspire kids of all ages to go out and play.
• PlayArmor™ is the first antimicrobial coating specifically introduced in the recreation industry that protects playground equipment and site amenities. It was created by biochemists and has been registered for use by the US Environmental Protection Agency (EPA). We are currently working and expect to have EPA approval on having PlayArmor approved in each of the 50 US states and similar approvals in all provinces in Canada.

Product Testing & Conformance:
PlayPower has developed and maintained one the most strenuous product testing programs in the industry. Product safety starts before the concept phase of the development process. Our staff plays a very active role in the development and maintenance of safety and performance guidelines and standards, not only here in the U.S., but also internationally. Injury trends and market changes are tracked and we proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We test for safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirement of various standards and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM FI487, PlayPower takes testing to a higher level. All moving and selected stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually. We also participate in the IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program which is a 3rd party validation process of our ASTM required testing. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components.
• PlayPower has the most diversified line of products & services in the industry with well over 300 combined years of business experience.
• PlayPower is the world's largest fully integrated manufacturer of commercial playground equipment and recreation equipment accessories and supplies.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Environmentally friendly playgrounds aren't a passing fad, they're here for good. Playing is serious business, especially when you consider that playtime helps promote creativity, problem-solving, ability and intellectual development. That's precisely why we pay extra-special attention to our playgrounds and site furnishings. Simple design changes go a long way towards improving how children play, learn and interact with nature. PlayPower creates playgrounds that are fantastic for your budget, Mother Nature, and most importantly, the kids. We recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Imagine piles of crumpled steel and truckloads of aluminum cans transformed into state-of-the-art playground equipment. That's essentially what happens when PlayPower puts recycling to work. We produce our playground equipment using as much recycled and recyclable material as we can use, while still maintaining the safety, durability and structural integrity you have come to expect from PlayPower. PlayPower's steel posts, handrails, and guardrails are sturdy, durable, and economical, and are made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower's playground equipment is produced from at least 50% recyclable materials. • PlayPower meets ISO 9001, ISO 14001Standards • Other environmental initiatives: • All packing and shipping materials are 100% recyclable. • Recycling 95%+ of our waste. • Many of our raw materials contain 25% to 100% recycled content. • Reduced energy usage through conservation and lean manufacturing implementation. • Audits material content and operations for safety and environmental concerns	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PlayPower meets ISO 9001, ISO 14001 Standards	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While the majority of our representative agencies are classified as Small Businesses, we have created a list, below, to showcase our WMBE and VOSB agencies: Happy Playgrounds WBE AR, OK Imagine Nation WBE IL Jefcoat Recreation WBE MS Metro Recreation VOSB MD, WV Miracle of KY & TN WBE KY, TN Playworx VOSB FL, GA Recreation Plus DBE, SBE, WMBE CO, WY Site Specifics WBE MA Hahn Enterprises WMBE LA, AR MTS Recreation WBE VA Pelican Playground WMBE LA, MS Hasley Recreation WBE Al, GA Miller Recreation VOSB C. FL	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	• PlayPower has a large, 700+ group of professional sales representatives/distributors/dealers to provide service to Sourcewell members. No one else in the industry even comes close to this! This provides a significant advantage for Sourcewell members in being able to find all of their recreation and playground equipment needs in one place with PlayPower. • PlayCreator - Proprietary Software with Safety & ADA Accessibility in mind • PlayCreator, our proprietary playground design, rules-based software systems only allow ADA compliancy design. Our commitment is to provide accessible playground equipment in order to promote a positive play environment for children of all abilities. We believe play must be inclusive, and by removing barriers for all children, we provide play and learning opportunities which we are excited and proud of. Providing accessibility to the play space entails more than just complying with minimum accessibility requirements, standards and laws. It means providing a place where children of all abilities can experience play together. PlayPower's play equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas. • Design for Safety • Nothing is more important than providing a safe, positive environment for children to play. Our commitment to providing such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines we also actively participate with ASTM and CPSC in their development, and we are active members of IPEMA. Our employees, sales representatives, and trained installers take great pride in this commitment to safety in every aspect of designing, manufacturing and installing playground equipment, and they have the knowledge and experience to provide positive play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM Fl487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in our catalogs signifies that we have received written validation from the independent laboratory that product(s) conform to the requirements of the indicated standard. SOURCEWELL members can also check the IPEMA web site to confirm product certification. • Financing • Financing - PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public & non-profit markets • World's Largest, Fully Integrated Manufacturer • Rotational Molding – not all manufacturers do this in-house • Soft Goods Assembly • PlayPower is 100% committed to Sourcewell and its members as we have already proven during our previous contract periods • David Sheedy has had proven success in launching, promoting, selling and scaling our Sourcewell contract to its current level of success. David is anxious and excited to do this again with all of our new brands and our entire sales network. • PlayPower is already familiar inside and out with Sourcewell and the needs of Sourcewell members. • We have a proven track record from selling our previous Sourcewell contracts. More importantly, we help sell the benefits of Sourcewell and ALL of its contracts – we have proven that we make Sourcewell stronger and this is to the benefit of Sourcewell, its members and other Sourcewell vendors.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	As a manufacturer of recreation and playground equipment, accessories and supplies, we warranty our materials and workmanship only. All labor, including installation and repairs can be coordinated and quoted on a case by case basis with our Representative/Distributor/ Dealer Network. A complete listing of our Representative/Distributor/ Dealer Network has been provided.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limit restrictions with our warranty. Warranty statements for all of our brands have been supplied with this RFP submittal.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Industry standards dictate that travel time is not covered under warranty. While there are some exceptions, PlayPower typically adheres to this standard.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All PlayPower brands can provide warranty repairs in all regions of the United States and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	PlayPower does not warranty products and services from other manufacturers. Any products sold from other manufacturers as a turn-key solution carry a warranty provided by the original manufacturer.	*
47	What are your proposed exchange and return programs and policies?	While the product is standard, the design of Recreation and Playground Equipment accessories and supplies is very customized. Due to this, PlayPower requires a 30% restocking fee for returns and exchanges.	*
48	Describe any service contract options for the items included in your proposal.	All of PlayPower's Representatives, Distributors, Dealers and Installers are factory trained and certified to sell and/or service and repair our products. All warranty and service work will be coordinated between the SOURCEWELL member and our representatives.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days upon invoicing	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	PlayPower has partnered with NCL Government Capital to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from $5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	PlayPower often will invoice Sourcewell members directly which makes gathering of sales data very straightforward. Reps/dealers when billing directly are required to provide copies of purchase orders from members which will include PlayPower's Sourcewell contract number and the Sourcewell Member number. The proposed process will follow our current Sourcewell process that requires orders to be coded as an Sourcewell order at the time of submission.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No. The benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds $35,000 so the real benefits of P-card would not be recognized.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the uploaded Sourcewell RFP 010521 Pricing-Discount File.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated previously, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to (list document name)	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Rebates (per calendar year): 1. $500,000 - $999,999 1% rebate 2. $1,000,000 - $1,499,99 2% rebate 3. $1,500,000+ 3% rebate	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	This service is coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass through with no markup on these services. Each service can vary due to location, size and scope of work.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only procured or more often, a turn-key solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. This service can be coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Any additional freight cost will be evaluated by PlayPower's shipping department. The best available rate and service will be passed on to Sourcewell members during the quote process.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As is the case in the 48 contiguous United States, freight is the responsibility of the SOURCEWELL member. Additional freight charges will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the Sourcewell member during the quote process.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Where it makes sense, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. The method reduces cargo handling, and so improves security, reduces damage and loss, and allows freight to be transported faster. Reduced costs over road trucking is the key benefit.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	• PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system literally prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO to proceed. The order entry system also checks for minimum discount compliance. • All Sourcewell orders are also reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee. • In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis. • Sourcewell sales tracking is included in PlayPower's corporate budgeting process.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to SOURCEWELL members directly from PlayPower or through our independent representative/distributor/dealer network.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	• Playground Equipment • Shade – freestanding and playground equipment integrated • Surfacing – unitary, loose fill, tile • Docking Systems – boat & PWC lifts, swim platforms • Indoor contained play systems	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Custom Play Equipment • ADA/Inclusive Playground Equipment • Rope Play • Nature Play • Play Sculptures • Musical Play • Early Childhood Play Equipment • Park Benches • Tables • Litter Receptacles • Bollards • Planters • Grills • Adult & Youth Outdoor Fitness Equipment • Sports Equipment • Surfacing – unitary, loose fill, tile • Slides • Sports Courts • Modular Docking Systems • Boat Lifts • PWC Lifts • Kayak & Canoe ADA Accessible Launches • Access Walkways & Floats • Habitat Observation Platforms • Waterway Work Platforms • Mining Platforms • Wetlands Walking Trails • Fishing Piers • Swimming Platforms • Campsite Platforms • Specialty Equipment • ADA Accessible Ramps • Concrete Curbing • Sidewalks • Site Inspections • Equipment Installation & All Corresponding Site Work	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Playground equipment, site furnishings, site amenities, and accessories.	(•) Yes ( ) No	Little Tikes, Miracle Recreation and Playworld deliver innovative outdoor playground solutions for all ages and abilities. Wabash Valley offers site amenities that add functional and beautiful accessories to any outdoor space, while USA Shade provides fabric shade structures which is used over playground equipment or independently. Wabash Valley provides solutions for outdoor furniture.	*
67	Water play and aquatic recreational structures and equipment.	(•) Yes ( ) No	EZ Dock is a premium waterfront life solutions provider with easy to configure floating docks, ports, launches walkways and accessories	*
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	(•) Yes ( ) No	No Fault is the premiere supplier of poured-in-place, rubber safety surfaces for playgrounds, splash pads, pool decks, sports fields, walking/jogging tracks and much more.	*
69	Services related to the solutions above.	(•) Yes ( ) No	Our independent rep agencies offer a wide variety of services which include, installation, site prep, removal of old equipment, planning and design services, plus much more. These related services offer a turn-key solution to all Sourcewell customers	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly reporting will offer a precise measure of our success with the Sourcewell contract	*
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM FI487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.	*
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	All of PlayPower's brands have the option for customization. Our playground engineers are able to design and customize to just about any imagination.	*
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA and EN standards.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Christine Stepp, Sales, Marketing and Contract Administrator, PlayPower, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	☑	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	☑	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	☑	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	☑	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	☑	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	☑	2

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CONTRACT EXTENSION

Contract Number: #010521-LTS

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc. (Vendor) 11515 Vanstory Drive, Huntersville, NC 28078 have entered into Contract #010521-LTS for the procurement of Playground and Water Play Equipment with Related Accessories and Services. The Contract has an expiration date of February 17, 2025, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of February 17, 2026. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 9/23/2023 | 10:52 AM CDT

PlayPower, Inc.

DocuSigned by:
By: W. Todd Brinker
B286C633F68749C...

W. Todd Brinker

Title:

Date: 9/25/2023 | 4:14 PM CDT

Miracle Recreation Representative Listing
United States and Canada

MIRACLE RECREATION EQUIPMENT COMPANY LINK

2024 MIRACLE CATALOG LINK

WHY CHOOSE MIRACLE RECREATION VIDEO - SHAPING THE FUTURE OF PLAY

REP ORGANIZATIONS	TERRITORIES SERVICED	REP PRINCIPLE	MAILING ADDRESS	PHONE #	FAX #	E-MAIL ADDRESS	COMPANY WEBSITE
ASH RECREATION & DESIGN	AR; OK	Brian Ash	931 Monterey Court Monett, MO 65708	800-933-6484 417-393-5788 cell	N/A	brian@ashrecreation.com	https://www.miracle-recreation.com/
BOLAND RECREATION, INC.	IA , WI	Mark Boland	2347 Oak Park Rd. Marshalltown, Ia. 50158	641-752-7589 641-751-5338 cell	641-752-6604	iowaparkplace@mchsi.com	http://www.bolandrecreation.com/
CHURCHICH RECREATION & DESIGN (CRD OF HILTON HEAD)	SC; S. NC	Jeff Churchich	20 Towne Dr., PMB 186 Bluffton, SC 29910	843-757-3156 843-368-8170 cell	843-757-3150	jeff@churchichrecreation.com	https://churchichrecreation.com/
CHURCHICH RECREATION, LLC	CO; E WY; NE,	Kit Steven	PO Box 263 Alamo, CA 94507	510-893-2162 510-295-9507 cell	510-893-2163	kit@miracleplaygroup.com	https://www.miracleplaygroup.com/
CREATIVE RECREATION, LLC	CT; RI; S. E. MA	John Hollerbach	PO Box 330235 W Hartford, CT 06133-0235	860-953-5336	860-953-5337	john@creativerec.com	https://www.creativerec.com/
CUSTOM PLAY SYSTEMS, INC.	KS; W. MO	Greg Stein	5901 NE Diamond Circle Lee's Summit, MO 64064	816-795-7795	816-350-0080	gstein@customplaysystems.com	https://www.customplaysystems.com/
DENZAK RECREATIONAL DESIGN AND SUPPLY	W. NY	Joe Denzak	PO Box 15517 Syracuse, NY 13215	315-492-2631	315-492-2633	drecreat@twcny.rr.com	https://www.denzakrec.com/
GARRETT & COMPANY, INC	ID; UT; W. WY, MT	Vern Garrett	PO Box 57426 Murray, UT 84157	801-265-8443 801-232-4576 cell	801-263-1254	vern@garrettandcompany.com	https://garrettandcompany.com/
HASLEY RECREATION, INC	AL; GA	Eric Hasley	P.O. Box 489 Flowery Branch, GA 30542	770-965-4042	770-936-1970	ehasley@hasley-recreation.com	https://hasley-recreation.com/
HUTCHINSON RECREATION & DESIGN	E. MO; S. IL	Brad & Curt Hutchinson		314-436-5000	636-528-8413	brad@hutchinson-recreation.com curt@hutchinson-recreation.com	https://www.hutchinson-recreation.com/
MIRACLE RECREATION - REGIONAL SALES DIRECTOR	MS	Anthony Cordova	878 E Highway 60 Monett, MO 65708	801-674-0464	N/A	anthony.cordova@playpower.com	https://www.miracle-recreation.com/
KINCADE RECREATION	LA	Tracey Kincade	PO Box 1762 Livingston, TX 77351	936-328-9733 936-328-9733 cell	N/A	kincaderecreation@eastex.net	http://kincaderecreation.net/
LIBERTY PARKS & PLAYGROUNDS	DE; NJ	Joel Lyons	P.O. Box 53 Stratford, NJ 08084	877-808-1583 856-264-4008	888-324-3929	joel@lyonsrecreation.com	https://www.lyonsrecreation.com/
LYONS RECREATION	E. PA	Joel Lyons	P.O. Box 53 Stratford, NJ 08084	877-808-1583 856-264-4008	888-324-3929	joel@lyonsrecreation.com	https://www.lyonsrecreation.com/
MAINE RECREATION & DESIGN	ME	Eric Welzel	347 Lunt Rd. Brunswick, ME 04011	207-729-9368 207-751-4323 cell	N/A	eric@maine-playgrounds.com	https://www.maine-playgrounds.com/
MAY RECREATION EQUIPMENT & DESIGN	S.E. TX	Randy May	3 Sunspree Place The Woodlands, TX 77382	281-363-1908 800-964-6301	281-310-8812	randy@mayrecreation.com	https://mayrecreation.com/
METRO RECREATION	District of Columbia; MD; WV	Michael Slifer	4907 Camden Place N Jefferson, MD 21755	240-409-2870	240-490-5162	mike@metrorecreation.com	https://metrorecreation.com/
MILLER RECREATION EQUIPMENT & DESIGN	W. & C. FL	Joe & Susan Miller	2017 91st Street N.W. Bradenton, FL 34209	941-792-4580	941-794-2909	mrecfla@tampabay.rr.com	https://www.millerrecreation.com/

MIRACLE OF KY & TN	KY; TN	Tami Phillips	931 Commerce Drive Leitchfield, KY 42754	270-230-0221	270-230-0210	tami@miraclekytn.com	https://miraclekytn.com/
MIRACLE OF SOUTH FLORIDA	S. FL	Connie Brown	14451 Lexington Place Davie, FL 33325	954-520-4523 cell	954-473-1964	connieb@miracleofsouthflorida.com	https://www.facebook.com/people/Miracle-of-South-Florida/100057472839055/
Miracle Playgrounds of Indiana	IN	Megan Miller	PO Box 4045 Lawrenceburg, IN 47025	877-220-6705	N/A	megan@miracleofindiana.com	https://www.miracleindiana.com/
MIRACLE PLAYGROUND SALES, INC.	S. CA	Kelly Spence	9106 Pulsar Ct, Suite C Corona, CA 92883	951-695-4515	877-215-3869	kelly.spence@miracleplayground.com	https://www.miracleplayground.com/
MIRACLE PLAYGROUND SALES OF SOUTHERN CALIFORNIA LLC	S. & C. CA	Robert Fryhoff	9106 Pulsar Ct, Suite C Corona, CA 92883	951-695-4515 714-267-7457 cell	877-215-3869	rfryhoff@miracleplayground.com	https://www.miracleplayground.com/
MIRACLE PLAYGROUND SALES SW	AZ; NV	Monte Corley	9106 Pulsar Ct, Suite C Corona, CA 92883	951-695-4515 602-315-5144 cell	877-215-3869	monte@miracleplayground.com	https://www.miracleplayground.com/
MIRACLE PLAYSYSTEMS INCORPORATED	N. & C. CA , OR , WA	Kit Steven	PO Box 263 Alamo, CA 94507	510-893-2162 510-295-9507 cell	510-893-2163	kit@miracleplaygroup.com	https://www.miracleplaygroup.com/
PARK & RECREATION SUPPLY / TEAM REIL	N. IL	John Cederlund	17421 Marengo Road Union, IL 60180	815-923-2099 815-482-2510 cell	815-923-2204	john@getreil.com	https://getreil.com/
PARK PLACE RECREATION DESIGNS	S. TX	Bob Ahrens	PO Box 18186 San Antonio, TX 78218	210-821-5878 210-416-6482 cell	210-832-0115	bob@miracleparkplace.com	https://miracleparkplace.com/
PETTINELLI & ASSOCIATES, INC	NH; VT	Robert Pettinelli	PO Box 5814 Burlington, VT 05402	802-862-3002	802-862-3112	playgrdbob@aol.com	http://pettinelliandassociates.com/
PETTINELLI RECREATION, INC	S. NY; Long Island NY, NYC	Robert K. Pettinelli, Jr	199 Blessings Road Slingerland, NY 12159	518-461-5917	518-326-9859	robertk@pettinelliandassociates.com	https://pettinellirecreation.com/
PLAYGROUND EQUIPMENT SERVICES	OH	Eric Schmidt	3460 Oakmeadow Lane Cincinnati, OH 45239	513-923-2333	513-923-2444	eric@playgroundequipmentservices.com	https://www.playgroundequipmentservices.com/
REC AND ROLL, LLC	HI	Rory Otto	580 Dillingham Blvd. Honolulu, HI 96817	808-485-8885 808-630-1064 cell	N/A	Rory@nylawn.com	https://www.recandrollhawaii.com/
SITE CONCEPTS	VA; N. NC	Jack Huffman	PO Box 9309 Chesapeake, VA 23321	757-465-5701 757-383-8405 cell	757-465-5739	jack@siteconceptsva.com	http://www.siteconceptsva.com/
SITE SPECIFICS	N, W, C MA	Cindy Maak	PO BOX 325 Rochester, MA 02770	508-763-0207 508-633-0722 cell	508-763-0208	cindy@sitespecifics.net	https://www.sitespecifics.net/
SPORTS AND RECREATION ASSOCIATES, LLC	W. PA	Mark Ford	1950 Shady Plain Road Apollo, PA 15613	724-478-1775	724-478-1785	mford46928@aol.com	http://www.sportsrecassoc.com/
TRUE NORTH RECREATION	N. & Panhandle FL	Rich & Kim Falkowski	500 Alfani St Davenport, FL 33896	407-883-8463	N/A	miracle@truenorthrecreation.com	https://www.miracle-recreation.com/
WEBBER RECREATIONAL DESIGN	MN, ND, SD	Jay Webber	1442 Brooke Court Hastings, MN 55033	651-438-3630 612-581-4704 cell	651-438-3939	jwebber@webberrec.com	https://webberrec.com/
WEBUILDFUN, INC	C. TX, W TX, Tx Panhandle, NM, MI	Vince Allen	PO Box 29 Allen, TX 75013	972-727-0653 214-869-2197 cell	972-396-4994	va@webuildfun.com	https://www.webuildfun.com/

CANADA REP AGENCIES							
CANADIAN RECREATION SOLUTIONS	AB; BC; SK	Robert McCoy	#74, 52328 Hwy 21 Sherwood Park, AB T8B 1J9	780-465-0123	N/A	robert@canadianrecreationsolutions.com	
COASTLINE SPECIALTIES LIMITED	NL	John Pike & Seth Pike	46 Robin Hood Bay Road St. John's, NL A1A 5V3	709-726-9155	N/A	john@coastlinespecialties.ca seth@coastlinespecialties.ca	

PLAYGROUND PLANNERS	E. ON	Maryanne & Shannon Swinimer	14 Laurentide Road Nepan ON K2H 6T5	613-828-5502	N/A	shannon@playgroundplanners.com maryanne@playgroundplanners.com	
CRCS	N. ON & MB	Melissa Sheridan	103 Napa Valley Dr Sudbury, ON P3E 0G8	705-522-5555	N/A	Melissa@crcsrecreation.ca	
KETZA CONSTRUCTION	YT & NT	Eric Brohman	107 Platinum Road Whitehorse, YT Y1A 5M3	647-386-6447	N/A	ebrohman@ketza.ca	
PPLT CANADA	C. ON	Robb Wilson	P. O. Box 125 Paris ON N3L 3E7	519-757-7573	N/A	robb.wilson@playpower.com	
PPLT CANADA	S.W. ON	Loreen Warner	P. O. Box 125 Paris ON N3L 3E7	519-732-0072	N/A	loreen.warner@playpower.com	
PPLT CANADA	W. ON	Steve Howes	P. O. Box 125 Paris ON N3L 3E7	519-770-7717	N/A	steve.howes@playpower.com	
PPLT CANADA	S. & C. ON	Jake Hoogstraten	P. O. Box 125 Paris ON N3L 3E7	519-761-7752	N/A	jake.hoogstraten@playpower.com	
PPLT CANADA	Maritime Provinces; NS; PE; NB	Scott O'Reilly	76 Astour Drive Eastern Passage, NS B3G 1M7	902-471-1415	N/A	scott.oreilly@playpower.com	
TECHSPORT	QC	Casey Cameron	4994 Route 125 Rawdon, Quebec. J0K 1S0	514-796-3222	N/A	casey@techsport.ca	
PPLT CANADA	Any other Eastern territories	Michael Lovering	P. O. Box 125 Paris ON N3L 3E7	519-757-2767	N/A	michael.lovering@playpower.com	
PPLT CANADA	Any other Western territories	Lorraine Friesen	861 Raymer Road, Kelowna, British Columbia, Canada V1W 1J7	250-681-5117	N/A	lorraine.friesen@playpower.com	

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CONTRACT EXTENSION

Contract Number: #010521-LTS

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc. (Vendor) 11515 Vanstory Drive, Huntersville, NC 28078 have entered into Contract #010521-LTS for the procurement of Playground and Water Play Equipment with Related Accessories and Services. The Contract has an expiration date of February 17, 2025, but the parties may extend the Contract by mutual consent.

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Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 9/23/2023 | 10:52 AM CDT

PlayPower, Inc.

DocuSigned by:
By: W. Todd Brinker
B286C633F68749C...

W. Todd Brinker

Title:

Date: 9/25/2023 | 4:14 PM CDT

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Homeland Security Grant Program-Urban Areas Security Initiative (UASI) - Grant Subaward

Date: September 9, 2025

Submitted By: Greg Jensen, Lieutenant
Chad Morris, Captain
Rustin Banks, Police Chief

Department: Police

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Subawardee Grant Agreements with the City of Sacramento Accepting the Terms and Subaward of the 2024 Homeland Security Grant Program Urban Areas Security Initiative.

Background:
The Urban Areas Security Initiative (UASI) Program assists high-threat, high-density areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. The UASI program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of these areas and to assist in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using the whole community approach.

The City of Sacramento is the regional agency for the Homeland Security Grant Program Urban Areas Security Initiative.

For the Fiscal Year 2024 award, the Department of Homeland Security is focused on the criticality of information sharing and collaboration to building a national culture of preparedness while protecting against terrorism and other threats to national security. The threats to the nation have evolved during the past two decades, which now faces continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, and threats from domestic violent extremists who currently pose the greatest terrorism threat to the nation.

The City of Sacramento, in coordination with the City of Rocklin Police Department for the benefit of the Sacramento Urban Area, applied for and was awarded a grant on September 1, 2024, from the Homeland Security Grant Program-Urban Area Security Initiative (UASI) in the amount of two million eight hundred twenty thousand six hundred seventy-two dollars

($2,820,672), starting on or about October 1, 2025 and concluding March 30, 2027. The City of Rocklin Police Department has been awarded a subaward from the City of Sacramento in the amount of sixty-three thousand dollars ($63,000) for the specific purpose to purchase the software offered by Peregrine Technologies, Inc.

The Peregrine Technologies, Inc. software is designed for law enforcement data integration, analysis and information sharing. The platform enables agencies to securely consolidate, search, and analyze records from multiple data sources to support investigations, operations, and public safety initiatives. A detailed description of services and deliverables is included in Attachment 5.

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

Staff recommends the City Council adopt a Resolution approving the grant subaward. As part of the Resolution, staff also recommends the City Council authorize any budgetary and accounting transactions up to $63,000 in the Fiscal Year 2025/26 Operating Budget in the Police Grant Fund (244) necessary to administer the grant.

Fiscal Impact:
There is no impact to the General Fund. The total grant award is $63,000 and no City match is required.

ATTACHMENTS:
1. Resolution
2. City of Sacramento Subaward Approval Notification
3. City of Sacramento Subaward Agreement with Exhibits A-E
4. City of Sacramento Grant Management Assessment Questionnaire - Rocklin PD (Exhibit D)
5. Peregrine Standard Order Form - Rocklin PD

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBAWARDEE GRANT AGREEMENTS WITH THE CITY OF SACRAMENTO ACCEPTING THE TERMS AND SUBAWARD OF THE 2024 HOMELAND SECURITY GRANT PROGRAM URBAN AREAS SECURITY INITIATIVE

WHEREAS, on or about September 1, 2024 the City of Sacramento was awarded two million eight hundred twenty thousand six hundred seventy-two dollars ($2,820,672) of which sixty-three thousand dollars ($63,000) will be subawarded to the City of Rocklin Police Department; and

WHEREAS, this subaward will be used to purchase one year of Peregrine Technologies, Inc. software effective October 1, 2025 through October 1, 2026; and

WHEREAS, the California Governor's Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA) require the City of Rocklin's City Council to adopt a resolution supporting the application and the proposed Grant Activities and identify the individual who is authorized to execute this Agreement; and

WHEREAS, the City of Sacramento Notification of Subrecipient Subaward Approval is attached hereto as Exhibit A; and

WHEREAS, the City of Sacramento Subaward Agreement is attached hereto as Exhibit B; and

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

Section 1. The City Council of the City of Rocklin hereby approves of and authorizes the City Manager to execute the Subaward Grant Agreement and to sign any and all other forms and documents and take all related actions required by the awarding agency and terms and conditions of the Grant, in order to obtain and manage use of the Grant funds and to otherwise take actions reasonably necessary to accept the terms and award of the 2024 Homeland Security Grant Program UASI described herein.

Section 2. The City Council approves and authorizes the City Manager to execute a contract in amount of $63,000 to purchase software from Peregrine Technologies, Inc. (Exhibit D Agreement).

Section 3. In accordance with Section two (2) herein, the City Manager is authorized to increase the revenue and expenditure budgets by up to $63,000 in the Police Department's Operating Budget within the Traffic Safety and Police Grants Fund (Fund 244) to implement and administer the grant.

PASSED AND ADOPTED this 9th day of September, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

City of
SACRAMENTO
Police Department

KATHERINE LESTER
Chief of Police

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

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

July 8, 2025

Chief Rustin Banks
Rocklin Police Department
4080 Rocklin Rd, Rocklin, CA 95677

SUBJECT: NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL
Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP)
Urban Area Security Initiative
Subaward Period of Performance: 07/08/2025 through 04/30/2027

Dear Chief Banks,

We are pleased to announce the approval of your FY2024 HSGP - UASI subaward in the amount of $63,000 for subscribing to Peregrine's software platform. Once the completed subaward agreement is approved, you may initiate the project and request for reimbursement of eligible subaward expenditures. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

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

Thank you for your consideration and assistance with this matter. If you have any questions regarding this subaward notification, please contact Lt. Joe Bailey at Jbailey@sacpd.org.

Sincerely,

Joe Bailey, Lieutenant
Sacramento UASI-Director

Joe Bailey, UASI Director

The Mission of the Sacramento Police Department is to work in partnership with the Community to protect life and property, solve neighborhood problems, and enhance the quality of life in our City.

Reset

CONTRACT #:
CONTRACT NAME: Peregrine Software 12 mo Subscription
CONTRACT PROJECT #: G11016924
DEPARTMENT: Police
DIVISION: Homeland Security

CITY OF SACRAMENTO
SUBAWARD AGREEMENT

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

I. GENERAL INFORMATION

§1.1 Federal Award Information

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

Grant Program Name	**FY 2024 Homeland Security Grant Program - Urban Area Security Initiative**
FAIN #	**EMW-2024-SS-00088**
CFDA #	**97.067**
Federal Award Date	**September 1, 2024**

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

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

The State of California, through its Governor's Office of Emergency Services ("CalOES"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.1 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Sacramento Urban Area in the amount of $ **2,820,672**.

§1.2 Subaward Information and Period of Performance

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

Subaward Amount	**$ 63,000**

Period of Performance ("Term")	**10/01/2025 through 3/31/2027**
Subrecipient SAM Unique Entity Identifier	**F9JTDAHKSBX5**

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

§1.3 Parties and Notice

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

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

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

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

§1.4 Authorities

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

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

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

B. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.

C. That the official executing this Agreement is authorized to do so.

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II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

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

A. Department of Homeland Security FY 2024 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO");

B. FY 2024 DHS Standard Terms and Conditions ("DHS Standard Conditions") (**Exhibit A**);

C. FEMA Information Bulletins ("IB");

D. CalOES 2024 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"),

E. CalOES 2024 Standard Assurances for All CalOES Federal Grant Programs ("CalOES Assurances") (**Exhibit B**);

F. CalOES Grant Management Memos ("GMM"); and

G. The cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on http://lwww.whitehouse.gov/omb/.

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

§2.2 City Administrative Requirements

A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.

B. The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects ("Subrecipient Workbook") (**Exhibit C**). The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects.

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

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

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

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

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

D. Any "equipment" (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds:

1. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the Sacramento Urban Area, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and RescueMutual Aid Plan;
2. Shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and
3. Shall have a Sacramento Urban Area identification decal affixed to it.

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

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

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

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

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

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

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

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

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

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

§2.3 DHS and CalOES Requirements

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

A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards,or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.

B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3733, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.

C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Standard Conditions and the *Reporting Accusations and Findings of Discrimination* section of the CalOES Assurances.

D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

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

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

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.E.2. above; and

4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

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

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

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

H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.

I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Act and statutory requirements for whistleblower protections.

J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000.

K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements.

L. Subrecipient shall comply with the provisions set forth in the *Property- Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable to Federally Funded Construction Projects* section of the CalOES Assurances.

M. Subrecipient acknowledges the applicability of the Freedom of Information Act and the California Public Records Act to certain information as more fully set

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

N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.

O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals and logos.

P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.

Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.

R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.

S. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.

T. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.

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

V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; *(1)Energy Policy and Conservation Act, (2) Hotel and Motel Fire Safety Act of1990, (3) Terrorist Financing E.O. 13224, (4) USA Patriot Act of 2001, (5) Fly America Act of 1974,*

and (6) Whistleblower Protections and *Whistleblower Protection Act.*

W. Subrecipient acknowledges and shall comply with the following Special Conditions and Corrective Actions applicable to this Subaward:

1. Subaward funding is subject to restricted drawdown for the duration of the Term;

2. Subrecipient shall submit sufficient documentation to support expenditures prior to reimbursement or advance of funds. Documentation must include invoices, timesheets, evidence supporting overtime and backfill costs, cancelled checks or other proof of payment, and copies of related contracts (See §2.2.E).
   CalOES may request additional procurement material. CalOES will not issue reimbursement or advance payment until the documentation is reviewed and the payment is determined to be adequately supported;

3. Failure to comply with these conditions may result in disallowed costs or additional restrictions on current and future subaward funding, pursuant to 2 CFR §200.205 and §200.338.

§2.4 Uniform Requirements for Federal Awards

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

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

A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.

B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as setforth in 2 CFR §200.113.

C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions, including, but not limited to, the sampling of procurements and equipment to ensure grant compliance during the City's bi-annual monitoring. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.

D. Financial Management and Internal Controls

Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.

Subrecipient shall complete and submit a Grants Management Assessment Form to the City **(Exhibit D)** to inform the City of potential risks of non-compliance with respect to the terms and conditions of this Subaward.

E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.

F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.

G. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subawardfunds, Subrecipient shall comply with the regulations set forth in 2 CFR §200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR §200.1).
3. Regulations involving Federally owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR §200.1).
5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR §200.1).

6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR §200.1). Such requirements include, without limitation:

   a. A reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright;

   b. The rights of the Federal government to data produced under the Subaward;

   c. The applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward; and

d. Subrecipient's compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401. Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

H. Procurement and Contracting Regulations

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

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

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

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

I. Financial and Performance Monitoring and Reporting

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

Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in2 CFR §200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

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

J. Record Retention and Access

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

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

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

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

K. Cost Principles

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

L. Audit Requirements

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

M. Closeout and Post Closeout

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

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III. STANDARD PROVISIONS

§3.1 Independent Party

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

§3.2 Construction of Provisions and Titles Herein

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

§3.3 Applicable Law, Interpretation and Enforcement

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

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

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

§3.4 Integrated Agreement

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

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

§3.5 Excusable Delays

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

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

§3.6 Breach

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

§3.7 Prohibition Against Assignment or Delegation

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

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification

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

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

A. Notwithstanding the provisions of §1.4(A) above, pursuant to Government Code Sections 895.4 and 895.6, the Parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.

B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.

C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

§3.9 Subcontractor Assurances

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

§3.10 Remedies for Noncompliance

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

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

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

under 2 CFR §200.342.

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

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

§3.11 Termination

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

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

§3.12 Amendments

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

§3.13 Complete Agreement

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name:_____

Title:_____

For: City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Attachments

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

SUBRECIPIENT:

City of Rocklin

Subrecipient Name

F9JTDAHKSBX5

SAM Unique Entity Identification Number

Signature of Authorized Person

Print Name and Title

Additional Signature *(if required)*

Print Name and Title

Exhibit A

FY 2024 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

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

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.

V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security

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

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

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

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq*.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

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

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

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq*.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq*.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

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

XI. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

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

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

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq*.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

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

XVI. Federal Debt Status

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

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

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

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

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

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

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

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq*.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

XXV. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq*. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

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

XXX. Reporting of Matters Related to Recipient Integrity and Performance

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

XXXI. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

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

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

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

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

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

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

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

(a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

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

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

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

XXXVI. Universal Identifier and System of Award Management

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

XXXVII. USA PATRIOT Act of 2001

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

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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

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

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

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

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.) and adopted by the Department of Homeland Security (DHS) at 2 C.F.R. Part 3002.10. Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

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

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

Initials _____

(a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
(b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) The official executing this agreement is authorized by the Applicant.

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

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

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

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

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

4. Debarment and Suspension

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

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

5. Non-Discrimination and Equal Employment Opportunity
The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units — i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) — be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
(k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in
6 C.F.R. Part 19;
(l) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

Civil Rights Policies for Program Beneficiaries and Subrecipients of DHS funding, pertaining to the following are available on the Cal OES website:

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

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

7. **Environmental Standards**
The Applicant will comply with state and federal environmental standards, including:

(a) The California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
(c) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) The Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);

(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
(m) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

8. Audits

For subrecipients expending $1,000,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

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

10. Conflict of Interest

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

11. Financial Management

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

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

12. Reporting - Accountability

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

13. Whistleblower Protections

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

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

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

17. Property-Related

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

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and

(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

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

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

21. Acknowledgment of Federal Funding from DHS

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

22. Activities Conducted Abroad

The Applicant must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

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

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

24. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

25. Duplicative Costs

Applicants are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

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

27. Federal Debt Status

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

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

29. Hotel and Motel Fire Safety Act of 1990

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

30. Non-supplanting Requirement

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

31. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

32. SAFECOM

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

33. Terrorist Financing

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

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the

government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

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

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

37. Performance Goals (HSGP and NSGP)

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and

Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

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

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

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

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

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

40. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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

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

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the DHS Standard Terms and Conditions 2024, Version 2, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

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

Applicant:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title:_____Date: _____

Initials _____

Program Standard Assurances Addendum

As the duly authorized representative of the Applicant/Subrecipient, I hereby certify that the Applicant/Subrecipient, and any of its second-tier subrecipients or representatives, will comply with all applicable local, state, and federal statutes, including but not limited to the following state and federal statutes prohibiting hate-based conduct:

(a) California Penal Code section 422.6(a);
(b) California Penal Code section 404.6;
(c) California Penal Code section 422(a);
(d) California Civil Code section 52.1;
(e) 18 U.S.C. § 249;
(f) 42 U.S.C. § 3631;
(g) 18 U.S.C. § 247; and
(h) 18 U.S.C. § 241, 245.

Additionally, Applicant/Subrecipient will not engage, and certifies that it will take steps to ensure that its second-tier subrecipients and representatives do not engage, in conduct contrary to the purposes of the grant program and/or that threatens the safety and security of Californians, including, but not limited to, acts of violence or unlawful intimidation on the basis of race, gender, religion, national origin, sexual orientation, or other protected classifications. Prohibited conduct includes, but is not limited to, violation of the federal and state laws identified herein.

The undersigned represents that he/she is authorized to enter into this Addendum for and on behalf of the Applicant/Subrecipient. Applicant/Subrecipient understands that failure to comply with this Addendum or any of the assurances may result in suspension, termination, reduction, or de-obligation of funding. Applicant/Subrecipient agrees to repay funds in the event there is a violation of grant assurances.

Applicant/Subrecipient:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title:_____Date: _____

Initials _____

EXHIBIT C — EQUIPMENT

NOTE: Unauthorized alterations will delay the approval of this request.

Exhibit C

City of Sacramento
Homeland Security Grant Program - Urban Area Security Initiative
FY 2024 Subrecipient Workbook
for
City of Rocklin

Ledger Type	Initial Application
Date	10/1/2025
Request #	1

Project No.	Equipment Description (include Quantity)	AEL#	AEL Title	Funding Source	Discipline	Solution Area Sub-Category	Deployable/ Shareable	Invoice Number	Vendor	ID Tag Number	Condition & Disposition	Deployed Location	Acquisition Date	Noncompetitive Procurement over $250k	Hold Trigger	Approval Date	Budgeted Cost	Previously Approved Amount	Amount This Request	Reimbursement Request #	Total Approved	Remaining Balance
																	$63,000	$0			$0	$63,000
20	Peregrine Software Project: City of Rocklin This project funds 12 month deployment of Peregrine software to enhance centralized data analysis, intelligence processing, and regional collaboration. The platform integrates disparate data sources, enabling real-time decision-making, streamlined investigations, and improved crime outcomes). It supports real-time crime center workflows, interagency data sharing, and compliance with privacy and security regulations	06CC-04-SADS	Satellite Data Services	UASI	LE	06 - Interoperable Communications Equipment	Shareable	TBD	Peregrine	TBD	NEW - in use	Rocklin, CA	TBD	No	No Hold Indicated	TBD	$63,000	$0	$0	1	$0	$63,000
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AUTHORIZED AGENT

NOTE: Unauthorized alterations will delay the approval of this request.

ALN:	HSGP 97.067

City of Rocklin

Supporting Information for Application, Modification, or Request for Federal Funds

This request is for a/an: **Initial Application**

October 1, 2025 (Beginning Performance Period Date) through **March 31, 2027** (Ending Performance Period Date)

N/A (Request #)

$63,000 (Amount This Request)

Under Penalty of Perjury, I certify that:

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations, and grant conditions and assurances.

Statement of Certification - Authorized Agent

By signing this report, I certify, to the best of my knowledge and belief, that the report is true, complete, and accurate, and that the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)

Printed Name of Authorized Agent

Title of Authorized Agent

Signature of Authorized Agent

Date

EXHIBIT E

ADDITIONAL FEDERAL TERMS

1. **Compliance with Nondiscrimination and Equal Employment Laws.** It is the City's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal and state anti-discrimination laws and regulations.

   A. During the performance of this Contract, Contractor agrees to comply with all Federal nondiscrimination laws and equal opportunity laws and regulations, as may be amended from time to time and not to participate directly or indirectly in the discrimination prohibited by any Federal law or regulation, including but not limited to:

      (1) Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. §§ 2000d et seq.) Treasury's implementing regulations at 31 C.F.R.Part 22, and any applicable implementing federal directives that may be issued;

      (2) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq);

      (3) The Older Americans Act, as amended (42 U.S.C. 6101), Section 324 of title 23 U.S.C., prohibiting discrimination based on gender, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23;

      (4) The Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), as well as all applicable regulations and guidelines issued pursuant to the ADA, including but not limited to those found within the Code of Federal Regulations, title 49, parts 27, 37, and 38; and

      (5) Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 et seq.), prohibiting discrimination on the basis of age.

      (6) The Rehabilitation Act of 1963, as amended, (29 U.S.C. § 794), that provides that otherwise qualified handicapped individuals shall not be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal funds.

(7) In the event Contractor fails to comply with any nondiscrimination provisions, the City and the applicable federal agency will have the right to impose such contract sanctions as they determine are appropriate, including but not limited to withholding payments to Contractor until Contractor complies, and/or cancelling, terminating, or suspending this contract, in whole or in part.

(8) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the City or the applicable federal agency;

(9) Contractor shall insert this clause, including paragraphs (a) through (e), in every subcontract and in every solicitation for a subcontract for services to be performed under the City Contract.

2. **Clean Air Act.** Contractor agrees to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

   Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

   Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

3. **Federal Water Pollution Control Act.** Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, FEMA, and the appropriate Environmental Protection Agency Regional Office.

   Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA."

4. **Debarment and Suspension** (Executive Orders 12549 and 12689). Contractor hereby confirms that it is not listed on the governmentwide exclusions in the System for Award

Management {SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5. Byrd Anti-Lobbying Amendment {31 U.S.C. 1352).

A. Contractors who apply or bid for an award of $100,000 or more, and any subcontractors, must provide the certification below. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures must be forwarded from tier to tier up to the City, who in turn will forward the certification(s) to the awarding agency.

B. By signing this Agreement, Contractor certifies, to the best of his or her knowledge or belief, that

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) None of the funds paid under this contract will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in
direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

(4) This certification is a material representation of fact upon which reliance was placed when this Agreement was executed. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than
$100,000 for each such failure.

(5) Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such subcontractors shall certify and disclose accordingly.

(6) Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

6. Procurement of Recovered Materials.

A. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.

B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

C. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act: (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price.

7. **Contract Work Hours and Safety Standards.** In the event that Contractor or any subcontractor is contracting for work requiring or involving the employment of laborers or mechanics, the following terms shall apply:

A. Overtime requirements. No contractor or subcontractor shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(l) of 29 C.F.R. § 5.5, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(l) of 40 U.S.C. section 3702, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or any subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b){2) of 29 C.R.R. § S.S.

D. Subcontracts. The Contractor or any subcontractor shall insert in any subcontracts the clauses set forth in paragraph 28(A) through (C) of this section, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth herein.

8. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered

telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

B. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service 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.

C. Exceptions.

(1) This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28.

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(l) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity {CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to

prevent future use or submission of covered telecommunications equipment or services.

E. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

9. **Domestic Preferences for Procurements.** As appropriate, and to the extent consistent with law, the contractor should, to the greatest extend practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in the whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass; including optical fiber; and lumber.

10. **Access to Records and Work Sites.** The Contractor agrees to provide the City, the State of California, the FEMA Administrator, the Department of Homeland Security, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the above-referenced entities or their authorized representatives access to work sites pertaining to the work being completed under the contract.

11. **Records Retention.**

A. During the performance of this Contract and for a period of five years after the final payment is made, Contractor shall maintain all records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses.

B. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

C. Records to be retained include, but are not limited to:

(1) General ledger and subsidiary ledgers used to account for the receipt of funds from

the City and the disbursements of such funds for eligible expenses related to the provision of Services;

(2) Budget records for 2019 and 2020; payroll, time records, and human resource records to support costs incurred for payroll expenses related to the provision of Services;

(3) Receipts of purchases made relating to the Services;

(4) Contracts and subcontracts entered into to provide the Services, and all documents related to such contracts;

(5) All reports, auditors, or other monitoring of subcontractors;

(6) All documents supporting the provision of Services;

(7) All internal and external communications (including email) related to the services; and

(8) All investigative files and inquiry reports involving the Services.

12. **Allowable Costs.** Contractor agrees that the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (2 CFR, Part 200), 48 CFR, Part 31, Federal Acquisition Regulations System, and any applicable federal agencies implementation procedures, shall be used to determine the cost allowability of individual items.

    Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 48 CFR, Part 31, Federal Acquisition Regulations System or federal agency procedures implementing 2 CFR, Part 200 are subject to repayment by Contractor to the City. Disallowed costs must be reimbursed to the City within sixty (60) days unless the City approves in writing an alternative repayment plan.

13. **OHS Seal, Logo and Flags.** Contractor shall not use the U.S. Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the U.S. Federal Emergency Management Agency ("FEMA").

14. **Compliance with Federal Law and Rules.** Contractor acknowledges that FEMA financial

assistance may be used to fund all or a portion of the Contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives. Contractor agrees to comply with all applicable instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity, which are incorporated herein by reference.

15. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract**.**

16. **Program Fraud and False or Fraudulent Statements or Related Acts.** Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

17. **Affirmative Socioeconomic Steps.** If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(l)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

18. **Drug-Free Certification.** By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code§ 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.

B. Establish a Drug-Free Awareness Program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The person's or the organization's policy of maintaining a drug-free workplace;

(3) Any available counseling, rehabilitation, and employee assistance programs; and

(4) Penalties that may be imposed upon employees for drug abuse violations.

C. Every employee of Contractor who works under this Agreement shall:

(1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and

(2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

19. **Subcontractor Compliance.** Contractor agrees that all subcontracts shall contain the provisions of this Exhibit.

20. **Protections for Whistleblowers.** Pursuant to 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against any employee in reprisal for disclosing an information the employee reasonably believes is evidence of gross mismanagement of this contract, a gross waste of federal funds, an abuse of authority related to this contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to this contract.

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

22. **Remedies.** Should Contractor violate of any of the terms of this Contract, City may terminate the Contract and pursue all available legal and equitable remedies.

Exhibit D

City of Sacramento

GRANT MANAGEMENT ASSESSMENT QUESTIONNAIRE

ENTITY INFORMATION			
Entity Name	City of Rocklin	Sam.gov UEI #	F9JTDAHKSBX5
Entity Type	Government	*Other:*	
CFDA / FAL # & Title	97.067 FY2024 Homeland Security Grant Program		
Grant Program	Homeland Security Grant Program		
City Grant ID #	G11016924	City Contract #	TBD
Project Title / Descr	Peregrine Software - 12 month subscription		
Performance Period	10/01/2025 through 03/31/2027		
Subaward Total	$63,000		

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

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

SINGLE AUDITS			
1.	Within the last 5 years, has the entity undergone a Single Audit under OMB A-133 or Subpart F of 2 CFR 200?		Yes
2.	Fiscal Year of Most Recent Single Audit Report	Fiscal Year Ending:	
3.	Name of Audit Agency/Firm		
4.	What was the auditor's opinion?		Unmodified
5.	How many findings were there?		
6.	What was the total of questioned costs?		
OTHER AUDITS			
7.	Within the last 5 years, has the entity undergone any other types of audits?		Yes
8.	If "Yes," please select the type of audit:		
a.	Financial Statement Audit		Yes
b.	Defense Contract Agency Audit (DCAA)		Yes
c.	Other:		Yes
9.	Name of Audit Agency/Firm:		

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

c.	Non-Profit/Philanthropic Organizations	Yes
d.	None of the Above	Yes

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

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

Signature	Date
Title	

Yes

Peregrine

PEREGRINE CUSTOMER ORDER FORM & SCOPE OF SERVICES

Customer Information	
Customer Name: Rocklin Police Department	**Contact:** Chief Rustin Banks
Address: 4080 Rocklin Rd, Rocklin, CA 95677	**Phone:** 916-625-5400
Email: rustin.banks@rocklin.ca.us	**Fax:** N/A

Peregrine Services
Effective Date: October 1, 2025
Initial Term: From the Effective Date through September 30, 2026 ("Initial Term").
Service Fee: The following fee schedule is available to the Customer if Order Form is signed on or before June 30, 2025. Unless otherwise terminated as set forth in the Terms and Conditions, Customer shall pay Peregrine a service fee of $63,000 annually for the Term as follows: a. **Initial Term:** $63,000 within 30 days of the Effective Date The Customer has the option to continue use of the Service for up to two (2) optional annual terms as follows: b. **Option Year 1:** $63,000 within 30 days of October 1, 2026 c. **Option Year 2:** $63,000 within 30 days of October 1, 2027
Peregrine Services: Peregrine provides a cloud-based SaaS platform designed for law enforcement data integration, analysis, and information sharing. The platform enables agencies to securely consolidate, search, and analyze records from multiple data sources to support investigations, operations, and public safety initiatives. A detailed description of services and deliverables is included in Appendix D.
Users: Customer may allow an unlimited number of employees of the Rocklin Police Department to access and use the Service.
Onboarding and Training Services: Peregrine will provide Customer with an introductory training session that provides an overview of the Service, background on accessible data sources as of the Effective Date and an introduction to the analytic capabilities of the Service. Peregrine will provide additional training, including refresher sessions and advanced training modules, from time to time upon mutual agreement of the parties.
Professional Services: Annual enterprise subscription license to the Peregrine SaaS platform. The subscription term is a fixed, non-divisible 12-month license period, commencing upon provisioning of access credentials to the Customer. For purposes of this Agreement, provisioning of access constitutes full delivery and performance of the annual enterprise subscription license. The license fee is earned in full upon provisioning of access. The license is not divisible into monthly, daily, or other increments, and no portion of the license fee will be considered "undelivered" or "unperformed" following access provisioning, regardless of any subsequent termination or cessation of use by Customer.

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The initial Customer Data sources and systems that Peregrine will integrate with the Service for Customer are: RIMS CAD and RIMS RMS. The Customer is responsible for any third-party API or data access fees. Any additional data integrations or new functionality shall be subject to mutual written agreement of the parties, including with respect to fees. All additional data integration services or new functionality and corresponding fees will be set forth in a statement of work. For clarity, Peregrine will provide any other Professional Services and additional data integration services in accordance with Section 2.2 of the Terms and Conditions.
Inspection of Services: For purposes of inspection as referenced in the City of Rockland's Standard Terms and Conditions, attached as Appendix C, the services provided under this annual enterprise subscription license will be deemed delivered upon provisioning of access to the SaaS platform. Inspection is limited solely to verification that access credentials have been provisioned and that Customer may access the platform. No additional rights to inspect, audit, or review Peregrine's software, platform architecture, source code, or internal operations are granted under this Agreement.

Peregrine services are provided subject to the terms set forth above on this Order Form together with the attached terms and conditions (the "**Terms and Conditions**," and together with this Order Form, the "**Agreement**"). Any capitalized term used in this Order Form but not defined herein shall have the meaning ascribed to it in the Terms and Conditions. By signing this Order From, Peregrine and Customer each agree to the terms and conditions set forth in this Agreement. In the event of any conflict between this Order Form and the Terms and Conditions, the terms of this Order Form shall govern to the extent of such conflict. This Order Form may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

Peregrine		**Customer**	
By:		By:	
Name:	Nicholas Noone	Name:	
Title:	President & CEO	Title:	
Date Signed:		Date Signed:	
		Attest:	
		Name:	

Approved as to Form Office of the City Attorney

By: _____

Name: _____

Title: _____

Date Signed: _____

Peregrine Customer Terms and Conditions

These Peregrine Customer Terms and Conditions govern the provision of the services described on the attached Order Form ("**Order Form**") by Peregrine Technologies, Inc. ("**Peregrine**") to Rocklin Police Department ("**Customer**"). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

1. Definitions.

"**Aggregated Data**" has the meaning specified in Section 6.1.

"**CJIS Security Policy**" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center.

"**Client-Side Software**" means any software in source or object code form that Peregrine makes available for use in connection with the Service, including Peregrine's mobile application(s).

"**Criminal Justice Information Services Division**" or "**CJIS**" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

"**Customer Data**" means any of Customer's data, information, documents or electronic files that are provided to Peregrine via the Service or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine's integration with the Service; provided that, for purposes of clarity, Customer Data as defined herein does not include Aggregated Data.

"**Documentation**" means the materials supplied by Peregrine hereunder, in any media, including any and all installer's, operator's and user's manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

"Personal Information" means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

"Professional Services" has the meaning specified in Section 2.2.

"**Service**" means Peregrine's proprietary platform that assists Users with criminal investigations and police leadership decision making, consisting of a hosted web-based interface and the Client-Side Software. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

"SOW" has the meaning specified in Section 2.2.

"**Third Party Data**" means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

"**Third Party Products**" means any third-party products provided with, integrated with, or incorporated into the Service, including Third Party Data.

"**Users**" means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

2. Provision of the Service and Additional Services.

2.1. Service. During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Customer may: (a) access and use the Service for up to the number of Users set forth in the Order Form, (b) download and reproduce the applicable Documentation solely for internal use in association with the Service, and (c) download, install, and use any Client-Side Software in support of Customer's use of the Service, in each case on a nonexclusive, non-transferable, and non-sublicensable basis and solely for Customer's internal business purposes. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form ("**Onboarding and Training Services**"), and (iii) telephone and standard technical support togf Customer during normal business hours ("**Technical Support**"). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

2.2. Professional Services. Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an "**SOW**," and such services, the "**Professional Services**"). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below. To the extent the Professional Services result in any software code or other tangible work product ("**Work Product**"), all such Work Product will remain owned solely and exclusively by Peregrine and may be used by Customer solely in connection with Customer's authorized use of the Service under this Agreement. Customer shall permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Professional Services.

2.3. Access and Policies. Customer will permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine agrees to, and cause its personnel to, abide by Customer's facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to Customer Data and the Customer's production platform for the Service in order to provide the Service, Technical Support and Professional Services. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.

2.4. Compliance with Applicable Laws. Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Service hereunder.

2.5. Licenses and Permits. Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

2.6. Nondiscrimination and Equal Opportunity. Peregrine shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Peregrine under this Agreement. Peregrine shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.

2.7. Suspension. Notwithstanding anything to the contrary in this Agreement, Peregrine may temporarily suspend Customer's and any User's access to any portion or all of the Service if: (a) Peregrine reasonably determines that (i) there is a threat or attack on the Service; (ii) Customer's or any User's use of the Service disrupts or poses a

security risk to the Service or to any other customer or vendor of Peregrine; (iii) Customer, or any User, is using the Service for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (v) Peregrine's provision of the Service to Customer or any User is prohibited by applicable law; or (vi) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an User through the Service may infringe or otherwise violate any third party's intellectual property or other rights; (b) any vendor of Peregrine has suspended or terminated Peregrine's access to or use of any Third Party Products required to enable Customer to access the Service; or (c) if Customer fails to pay any undisputed fees when due (any such suspension described in subclauses (a), (b), or (c), a "**Service Suspension**"). Peregrine shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Service following any Service Suspension. Peregrine shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Peregrine will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension.

2.8. Third Party Products. Peregrine may from time to time make Third Party Products available to Customer or Peregrine may allow for certain Third Party Products to be integrated with the Service. For purposes of this Agreement, such Third Party Products are subject to their own terms and conditions. Peregrine is not responsible for the operation of any Third Party Products and makes no representations or warranties of any kind with respect to Third Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third Party Products, then Customer should not install or use such Third Party Products. By authorizing Peregrine to transmit Customer Data from Third Party Products into the Service, Customer represents and warrants to Peregrine that it has all right, power, and authority to provide such authorization.

2.9. Open Source Components. Certain aspects of the Service, such as the Client-Side Software, may contain or be distributed with open source software code or libraries ("**Open Source Components**"). Peregrine will provide a list of Open Source Components for a particular version of any distributed portion of the Service, such as the Client-Side Software, on Customer's request. To the extent required by the license applicable to such Open Source Components: (a) Peregrine will use reasonable efforts to deliver to Customer any notices or other materials (such as source code); and (b) the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require Peregrine to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made. For purposes of clarity, Open Source Components are Third Party Products.

3. Customer Responsibilities.

3.1. Generally. Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; (d)_ensure each User has its own unique account on the Service and that Users do not share their account credentials with one another or any third party; and (e) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

3.2. Use Restrictions. Customer shall not use the Service for any purposes beyond the scope of access granted under this Agreement. Without limiting the generality of the foregoing, Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (f) attempt to gain unauthorized access to the Service or its related systems or networks; (g) copy, modify, or create

derivative works based upon the Service or any component thereof; (h) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service or any component thereof; (i) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any third party or that violates any applicable law; (j) access or use the Service for purposes of competitive analysis of Peregrine or the Service, the development, provision, or use of a competing service or product, or any other purpose that is to Peregrine's detriment or commercial disadvantage; or (k) input, upload, transmit, or otherwise provide to or through the Service any information or materials, including Customer Data, that are unlawful or injurious in any way

3.3. CJIS Requirements. Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

3.4. Operation Restrictions. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

3.5. **Customer Logo.** Peregrine may use Customer's name and logo in Peregrine's lists of customers provided that such use will comply with any standard trademark guidelines provided by Customer to Peregrine.

3.6. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Peregrine by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Peregrine is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback.

4. Fees & Payment.

4.1. Fees. Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs. All fees are non-refundable except to the extent otherwise expressly set forth in this Agreement.

4.2. Payment Terms. Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.

4.3. Taxes. Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights. The "**Peregrine Technology** "means (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology included in the Service, including Client-Side Software, graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services. Peregrine owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth in Section 2.1 above, no

license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, "**Peregrine Technology**" does not include Customer Data.

6. Data Access, Sharing and Security.

6.1. Customer Data. Peregrine may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer's usage of the Service (e.g., frequency of logins) ("**Peregrine Insights**") and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users ("**Aggregated Data**") for Peregrine's internal business purposes and to operate and improve Peregrine's proprietary software and services, and that Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.2. CJIS Security Policy. Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to the CJIS Security Policy.

6.3. Third Party Data. Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner's retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine's applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.4. Processing of Personal Information. Peregrine's rights and obligations with respect to Personal information it collects directly from individuals are set forth in Peregrine's Privacy Policy <https://peregrine.io/privacy-policy/>. Personal Information included within Customer Data and processed by Peregrine on behalf of Customer is governed by this Agreement.

6.5. Sensitive Information; Marking Requirements. To the extent Customer provides Customer Data that Customer considers to be sensitive, proprietary, restricted, or otherwise requiring sensitive treatment ("**Sensitive Information**"), Customer is solely responsible for providing appropriate markings to designate the applicable Customer Data as Sensitive Information. Customer shall provide Peregrine with documentation and/or instructions in writing with sufficient detail for Peregrine to identify and distinguish content that is Sensitive Information within other provided Customer Data. Customer shall (a) mark Sensitive Information on its face, (b) make the appropriate designations for Sensitive Information in document metadata, (c) provide Peregrine with a table or other list of Sensitive Information that contains sufficient detail to identify the Sensitive Information; or (d) identify Sensitive Information to Peregrine in some other mutually agreed upon method. Peregrine shall not be responsible for failure to designate Sensitive Information with specific access control status based on Customer failure to provide sufficient information to identify Sensitive Information.

7. Confidentiality.

7.1. Definition of Confidential Information. The term "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.

7.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential

Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.3. Exceptions. The parties' obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.4. Public Records Acts. Peregrine acknowledges that Customer is a public entity and may be governed by applicable laws, rules, or regulations relating to public records (each a "**Public Records Act**"). Nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with an applicable Public Records Act to the extent legally required.

7.5. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

8. Warranties & Disclaimers.

8.1. Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.

8.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Indemnification.

9.1. Indemnification by Peregrine. Peregrine shall at its expense defend Customer and its officers, directors, officials, agents, volunteers and employees ("**Customer Indemnified Parties**") against any claim made or brought against any Customer Indemnified Party by a third party alleging that the Service as provided to Customer and when used in accordance with this Agreement infringes any intellectual property rights of a third party (each, a "**Customer Claim**"), and shall indemnify and hold Customer Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer without Customer's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (c) provides to Peregrine, at Peregrine's cost, all reasonable assistance in the defense and settlement of the Customer Claim. Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i) Customer's use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than Peregrine (where the liability would not have arisen but for such modification), (iii) any combination of the Service with services or technologies not provided by Peregrine (where the liability would not have arisen but for such combination), (iv) Customer's use of the Service or

portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this Section 9.1, or (v) Third Party Products . If in Peregrine's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer to continue to use the potentially infringing portion of the Service, (y) modify the Service to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

9.2. Indemnification by Customer. To the extent permitted by applicable law, Customer shall at its expense defend Peregrine and its officers, directors, officials, agents, volunteers and employees ("**Peregrine Indemnified Parties**") against any claim made or brought against any Peregrine Indemnified Party by a third party based on: (a) Customer's or any User's negligence, gross negligence, fraud, or willful misconduct; (b) Customer's or any User's use of the Service in a manner not authorized by this Agreement; or (c) Customer Data or Peregrine's authorized use of such Customer Data (each, a "**Peregrine Claim**"), and shall indemnify and hold Peregrine Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Customer in a settlement with respect to such Peregrine Claim; provided, that Peregrine (i) promptly gives written notice of the Peregrine Claim to Customer; (ii) gives Customer sole control of the defense and settlement of the Peregrine Claim (provided that Customer may not agree to any settlement that imposes any liability or obligation on Peregrine without Peregrine's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (iii) provides to Customer, at Customer's cost, all reasonable assistance in the defense and settlement of the Peregrine Claim.

9.3. Sole Remedy. **THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PEREGRINE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS BY THIRD PARTIES RELATING TO THE SERVICE OR ITS USE.**

10. Limitation of Liability.

10.1. Exclusion of Consequential and Related Damages. EXCEPT FOR A PARTY'S BREACH OF SECTION 7, A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS, OR A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10.2. Liability Cap. IN NO EVENT SHALL PEREGRINE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED $200,000 IN THE AGGREGATE FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT AND ANY AND ALL OTHER AGREEMENTS BETWEEN CONTRACTOR AND THE CITY OF ROCKLIN.

11. Term & Termination.

11.1. Term of Agreement. This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form ("**Term**"), unless earlier terminated in accordance with the Order Form or Section 11.2

11.2. Termination for Cause. A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination.

11.3. Data. Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally prohibited, Peregrine shall delete all Customer Data

in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may use in perpetuity any Aggregated Data.

11.4. Survival. The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5, 6.1, 6.3, 7, 8, 9, 10, 11.3, 11.4, and 12.

12. General Provisions.

12.1. **Insurance**. Peregrine shall maintain the insurance coverages described on Appendix A: Insurance. In addition, without limiting any of the obligations or liabilities of Consultant, Consultant shall carry Cyber and Privacy Liability Insurance, applicable to the services/work being performed, with limits of not less than $2 million per occurrence, $2 million aggregate; covering, but not limited to, claims involving security breach, system failure, data recovery, damage to persons and property, business interruption, breach response, regulatory fines and penalties, credit monitoring, cyber extortion, social engineering, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage shall apply to property damage resulting from any of the above, and for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Consultant

12.2. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

12.3. Peregrine's Books and Records. To the extent required by applicable laws, rules, or regulations, Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer.

12.4. Force Majeure. Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

12.5. Federal Government. Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

12.6. Additional Government Terms. Peregrine acknowledges that Customer may be a public entity and, accordingly, certain additional laws, rules, and regulations may take precedence over the terms and conditions of this Agreement (the "**Additional Government Terms**"). The Additional Government Terms, if any, are attached hereto as Appendix B: Provisions for California Public Entities , and will govern to the extent of any conflict with any other term of this Agreement.

12.7. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the

attention of Nick Noone, CEO, Peregrine Technologies, nick@peregrine.io, with a copy to ben@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.

12.8. Waiver; Cumulative Remedies Severability. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.9. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.10. Governing Law. This Agreement shall be governed by the laws of California. The state courts located in Placer County, CA or in the United States District Court for the Eastern District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

12.11. Construction. The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement,” “hereof,” “hereunder” and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words “include” and “including,” and variations thereof, will be deemed to be followed by the words “without limitation” and “discretion” means sole discretion

12.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

Appendix A: Insurance

Peregrine, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of the Agreement. The cost of such insurance shall be included in the Peregrine's bid or proposal. Peregrine shall be fully responsible for the acts and omissions of its subcontractors or other agents.

Workers' Compensation. Peregrine shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Peregrine in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the Customer upon written verification that Peregrine is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

Commercial General and Automobile Liability Insurance

General requirements. Peregrine, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Peregrine has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. Customer, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Peregrine, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Peregrine. Coverage can be provided in the form of an endorsement to the Peregrine's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Peregrine's insurance covered shall be primary insurance as respects the Customer, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, agents or volunteers shall be excess of the Peregrine's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Peregrine agrees to give at least 30 days prior written notice to Customer before coverage is canceled or modified as to scope or amount.

Professional Liability Insurance.

General requirements. Peregrine, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim covering the Peregrine's errors and omissions.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

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

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Peregrine must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the Customer for review prior to the commencement of any work under this Agreement.

All Policies Requirements.

Submittal Requirements. Peregrine shall submit the following to Customer prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

Deductibles and Self-Insured Retentions. Insurance obtained by the Peregrine shall have a self-insured retention or deductible of no more than $100,000.

Wasting Policies. No policy required herein shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

Waiver of Subrogation. Peregrine hereby agrees to waive subrogation which any insurer or contractor may require from Peregrine by virtue of the payment of any loss. Peregrine agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Customer has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the Customer for all work performed by the Peregrine, its employees, agents, and subcontractors.

Subcontractors. Peregrine shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Peregrine shall ensure that Customer, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

Excess Insurance. If Peregrine maintains higher insurance limits than the minimums specified herein, Customer shall be entitled to coverage for the higher limits maintained by the Peregrine.

Remedies. In addition to any other remedies Customer may have if Peregrine fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Customer may, at its sole option, order Peregrine to stop work under this Agreement and withhold any payment that becomes due to Peregrine hereunder until Peregrine demonstrates compliance with the requirements hereof, or terminate this Agreement.

Appendix B: Provisions for California Public Entities

Compliance with Applicable California Laws. Peregrine shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

California Public Records Act. Peregrine acknowledges that Customer is a public entity governed by the California Public Records Act and that nothing in this Agreement shall prevent Customer from disclosing Confidential Information for purposes of complying with the California Public Records Act.

PERS Indemnification by Peregrine. In the event that Peregrine or any employee, agent, or subcontractor of Peregrine providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of Customer, at Peregrine shall indemnify, defend, and hold harmless Customer for the payment of any employee and/or employer contributions for PERS benefits on behalf of Peregrine or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Customer.

Political Reform Act Conflicts. Peregrine may serve other clients, but none whose activities within the corporate limits of Customer or whose business, regardless of location, would place Peregrine in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. No officer or employee of Customer shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

California State Auditor Requirements. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Appendix C: City of Rocklin Terms and Conditions of Purchase

CITY OF ROCKLIN
TERMS AND CONDITIONS OF PURCHASE

ARTICLE I – The materials, supplies or services covered by this order shall be furnished by Seller subject to all the terms and conditions set forth in this order including the following, which Seller, in accepting this order agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies, or the performance of all or any portion of the services, covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made a part of the order to the extent of specifying the nature of the materials, supplies, or services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of this order.

ARTICLE II – **INSPECTION.** The Materials, supplies or services furnished shall be exactly as specified in this order, free from all defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by City at all times and places. If, prior to final acceptance, and materials, supplies or services are found to be defective or not as specified, City may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by City, City may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and in addition to any costs for which Seller may become liable to City under other provisions of this order, shall reimburse City for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance, and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE III – **CHANGES.** City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be recognized without written approval of City. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition. Nothing in this Article shall excuse Seller from proceeding with performance of the order as changed hereunder.

ARTICLE IV – **TERMINATION.**

A. City may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. City shall pay Seller as full compensation for performance until such termination: (1) the unit or pro date order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by City, with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price.

B. City may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the material or supplies or perform the services within the time specified or any written extension thereof. In such event, City may purchase or otherwise secure materials, supplies or services and except as otherwise provided herein, Seller shall be liable to City for any excess costs occasioned City thereby. If, after notice of termination for default, City determines that the Seller was not in default or that the failure to perform this order is due to causes beyond control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of City, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of City, unless City shall determine that the materials, supplies, or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

C. If City determines that Seller had been delayed in the work due to causes beyond the control and without the fault or negligence of Seller, City may extend the time for completion of the work called for by this order, when promptly applied for in writing by Seller; and if such delay is due to failure of City, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Article. Sole remedy of Seller in event of delay by failure of City to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits.

D. The rights and remedies of City provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

E. As used in this Article, the Word "Seller" includes Seller and his subsuppliers at any tier.

F. Supplier acknowledges that City may terminate this agreement pursuant to this Article should funds not be appropriated by its governing body to continue services under this agreement.

ARTICLE V – TITLE. Title to the material and supplies purchased hereunder shall pass directly from Seller to City at the f.o.b. point shown, subject to the right of City to reject upon inspection.

ARTICLE VI – PAYMENT, EXTRA CHARGES, DRAFTS. Seller shall be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoice must be accompanied by transportation receipts, or facsimile, if transportation is payable and charged as a separate item.

ARTICLE VII – WARRANTY. Seller agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to City by any other article of this order. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the services or supplies by the City.

ARTICLE VIII – PATENT INDEMNITY. Seller shall indemnify City, its officers, agents, and employees against liability, including cost, for infringement of Letters Patent resulting from Seller's furnishing or supplying standard parts or components or utilizing its normal practices or methods in the performance of this order or to any parts, components, practices, or methods as to which Seller has secured indemnification from liability. The foregoing indemnity shall not apply unless Seller shall have been informed as soon as practicable by City of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to a claimed infringement which is settled without the consent of Seller, unless required by final decree of a court of competent jurisdiction.

ARTICLE IX – DECLARED VALUATION OF SHIPMENTS. Except as otherwise provided on the face of this order, all shipments by Seller under this order for City's account shall be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading shall so note.

ARTICLE X – ASSIGNMENT. This order is assignable by City. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of City.

ARTICLE XI – AFFIRMATIVE ACTION. Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principles set forth in the Executive Orders 11246 and 11375, and to undertake specifically; to maintain employment policies and practices that affirmatively promote equality or opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned within his company, with outside recruiting services, and the minority community at large; to provide the City or request a breakdown of his labor force by ethnic group, sex, and job category; and to discuss with the City his policies and practices relating to his affirmative action program.

ARTICLE XII – FAIR EMPLOYMENT PRACTICES. If this order is for an amount of $10,000 or more, Seller agrees to comply with the provisions of the California Fair Employment Practice Act and to include the provisions of the Act in any first tier subcontract into which Seller may enter in connection with performance pursuant to this order so that such provisions will be binding upon each subcontractor.

ARTICLE XIII – OTHER APPLICABLE LAWS. Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

ARTICLE XIV – This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Appendix D: Scope & Description of the Peregrine Service Applications

The Peregrine platform (the "Service," "Peregrine"), is a web-based, CJIS-compliant software-as-a-service (SaaS) that provides a single point of access to integrate, discover, view, and analyze data from ROCKLIN POLICE DEPARTMENT (RPD)-defined data sources. Under this scope of work, Peregrine will integrate data from the following RPD sources:

- RIMS CAD and RIMS RMS

Peregrine is providing these capabilities under a firm-fixed-price license that includes all support, training, and cloud hosting services needed to achieve the project objectives. Additionally, this scope of work allows for an unlimited number of users from RPD to access and utilize Peregrine.

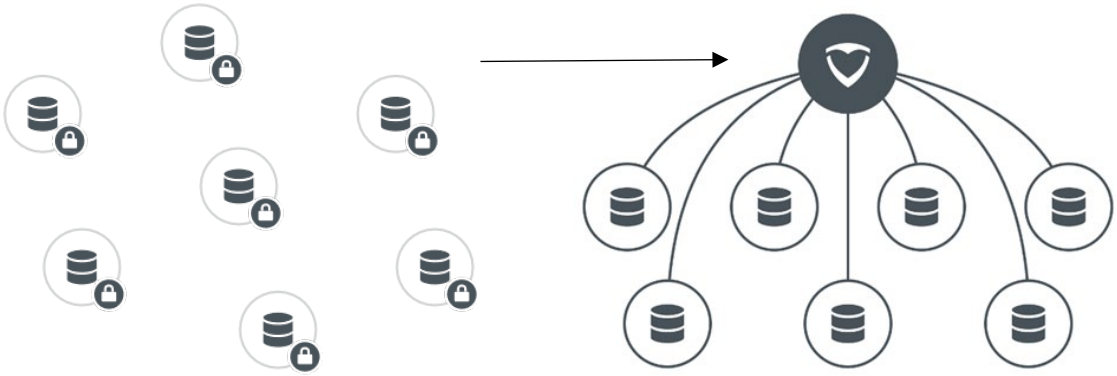
The platform performs several critical functions including data integration, search and information retrieval, advanced analytics, data management, reporting, data exchange and sharing, access control, audit logging, and security.

The Peregrine platform provides an efficient method for turning large amounts of raw data into actionable information. Peregrine does not provide nor create new data for its customers—our platform integrates existing data and makes it available to end users in a decision-ready state.

DATA INTEGRATION & MODELING

The RPD has volumes of valuable data, but that value cannot be unlocked because data is scattered across separate systems, siloed in ways that prevent it from being understood and analyzed together. The Peregrine platform is built to rapidly integrate, clean, transform, and model large amounts of raw data from disparate systems and continuously surface actionable information while reducing manual processing needs.

Peregrine Unlocks Data Sources by Integrating Them into a Single, Secure Platform



The platform securely integrates data in near-real time to ensure that users have the most current and reliable information when and where they need it. As data flows into the platform, granular security controls, retention policies, and changes from underlying systems are continuously monitored and applied.



As soon as data enters the platform, it is mapped to an agency-specific data model that is molded to the unique operations of the RPD. This data model provides a dynamic representation of all data – entities, locations, events, and the links between them. Harmonizing multi-source data into one data model allows users to smoothly analyze data without requiring a technical understanding of the underlying source systems themselves.

The data model is a dynamic layer of the Peregrine platform, one that can evolve and adapt in response to changes in the RPD's underlying data systems, even as those systems are upgraded or swapped out.

SEARCH & INFORMATION RETRIEVAL



Once data is integrated into the Peregrine platform, it is immediately accessible through front-end applications. Personnel can easily search for data and filter based on criteria relevant for their investigations, analysis, or other workflow. The Peregrine platform is intuitive to use, allowing personnel of varying technical abilities, skillsets, and functions to surface information that is relevant to them and streamline their unique search workflows.

The platform is designed to be walk-up usable; new users of the platform can immediately surface, analyze, and action data by navigating the platform's intuitive user interface and applications. These users have multiple ways to surface and view relevant information, allowing them flexibility to approach questions and decisions in ways that best suit them. These features mean that users arrive at answers more quickly and with greater accuracy, saving time and effort.

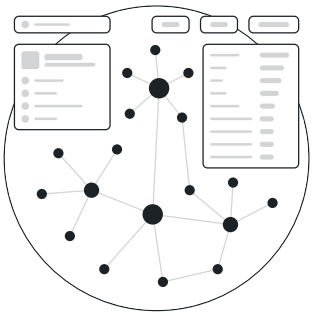
EXPLORATION, VISUALIZATION, & REPORTING TOOLS

The Peregrine platform provides a powerful suite of tools for the exploration, visualization, and reporting of data. These tools enable personnel to create dynamic data products and reports—such as interactive maps, network graphs, and dashboards—that automatically update as new data flows into the platform. Personnel can smoothly move data between analytical tools, viewing the same data in different modalities without having to log into different systems or applications. The following subsections provide more information regarding these analysis tools.



Geospatial Analysis Tool. To better understand geographical assets, events, and trends, the Peregrine platform includes an interactive Map application. The Map allows users to conduct visually intuitive geographical analysis on all agency data, both historical and in real-time. Users can surface trends, make connections, filter to areas of interest, drill into specific events, particular time periods, and add new layers of relevance on top as needed. The Map is designed for next-generation geographic contextual and situational awareness, allowing users to explore and answer specific questions with the most relevant data. The Map is intuitive for all personnel whether they are consuming pre-built analyses, conducting ad-hoc searches, or creating complex geospatial products from scratch.





Link Chart Analysis Tool. The platform's Link Chart aids in the discovery and visualization of connections between otherwise disconnected data. The Link Chart allows users to discover links between people, places, entities, and events across one or multiple degrees of separation. Peregrine's platform also automatically extracts links from both structured and unstructured data to illuminate connections between people, places, events, documents, and media data without requiring manual processing. For example, an address written in narrative form within a scanned document can be automatically linked to a person living at that address or to a vehicle registered there.

Reports & Dashboards. The platform's report and dashboard applications provide configurable, real-time executive summaries to inform situational awareness, statistical analysis, and decision making. Reports and dashboards are configurable to meet the unique needs and visual preferences of individual users. All reports and dashboards are directly connected to real-time data feeds, empowering users to drill down from high-level summary information to the most granular context with a single click. Once a user creates a dashboard, they can continue to use it indefinitely—and share it as needed.



Temporal Analysis Tool. By centralizing data—and all associated metadata—from data systems, users can understand and surface trends over time. Through an intuitive interface, users can analyze how, e.g., calls for service or types of incidents vary by day of week and time of day. Peregrine supports robust search and query capabilities at the day of week and hour of day level, enabling users to conduct analysis over specific units, in specific shifts, at specific locations. As a result, organization can make more informed, data-backed resourcing decisions to more effectively meet mission outcomes.

Real-Time Alerting. With all data centrally located, users can receive real-time notification on new data from any source system. The Peregrine platform's alerting technology can notify specific users if a pre-defined data entity was added or removed, viewed, downloaded, renamed, or shared. This includes geo-fenced areas or user-defined polygons. For instance, if a neighborhood is experiencing a trend in a type of crime, a Peregrine user can create an alert through the platform's "follow" feature. If another similar crime occurs in the defined area, a real-time notification will be sent to all users following this alert via email, SMS, or both.

Mobile Application.

The Peregrine Mobile application has many of the same capabilities as our web-based platform and includes the ability to: search across siloed data systems; rapidly visualize and analyze data with a variety of analytical tools (maps, tables, etc.), and send information between personnel and teams, and configure custom alerts. Peregrine's Mobile application is protected through two-factor authentication, including biometric authentication, and all data

in the application is fully secured and encrypted to ensure CJIS compliance. This Mobile application is available on both iOS and Android devices.

Permission-based Collaboration & Sharing

The Peregrine platform provides features for secure collaboration and sharing that will enable the RPD to build deeper, trusting partnerships with local and regional stakeholders, including with City leadership and the broader community. The platform's granular access and usage control capabilities prevent unauthorized or inappropriate use or sharing of sensitive data while allowing agencies and departments to share information with their partners in a deliberate, precise, and auditable manner.

Collaboration in the Peregrine platform extends beyond simple data sharing; it also allows for multiple users to work within the same application at the same time across multiple devices and locations. The platform's collaboration features compound the value of users' work by dynamically connecting them in real time with other users who are working with or interested in the same data. In this way, the Peregrine platform generates opportunities for users to improve the quality and speed of their answers by connecting them to users who are asking the same question.

Peregrine's collaboration features will allow RPD users to share information available in Peregrine with authorized external users (e.g., other neighboring law enforcement agencies) even if those users' organizations do not have their own Peregrine software licenses.

Implementation and Delivery Methodology

Peregrine engages with our customer via fixed-price, annual licenses. A Customer's license includes all needed implementation and delivery support to achieve project objectives.

Implementation team. Peregrine implementation teams consist of software engineering, product development, human-centered design, user engagement, and training experts. The Peregrine implementation team will provide the Customer continuous support and collaborate closely with the Customer to provide use case development, data modeling, data integration, training curriculums, use case / workflow development, and continuous support. This team is committed to ensure that the Peregrine platform is quickly deployed, securely configured, and adopted for its intended purpose.

Solution Timeline & Implementation Model. Each Peregrine platform implementation consists of four steps to maximize success and impact at the outset of our partnership. These steps typically enable implementation and use within 90 days.*

Milestone	Delivery	Deliverable
1 – Kickoff and Scoping	Week 2	1. Determine priority order of data integrations and user groups 2. Facilitate Peregrine team access to data sources and initial users 3. Set up project team and steering committee
2 – Data Integration, Data Modeling, and User Discovery	Month 1	1. Deploy the Peregrine platform 2. Ingest, integrate, transform, model, and validate data sources 3. Configure permission controls 4. Introduce platform to the first set of users 5. Conduct 45-day steering committee review
3 – Real-time Workflows and Analytics	Month 2	1. Initiate user training 2. Develop and implement user and team-specific workflows
4 – Operationalization and Next Steps	Month 3	1. Continue collecting feedback and improve user workflows 2. Validate work based on actionable results 3. Identify next steps 4. Conduct 90-day steering committee review (quarterly thereafter)

** Integration timelines provided are from date of access to relevant networks and data sources.*

Peregrine's implementation team will work with RPD to get access to appropriate networks and data sources in a timely manner and requires support from the Customer to facilitate such access.

Required Assistance from Customer IT. Under this scope of work, Peregrine will be integrating sources of information that are hosted on premises within RPD's network and sources that are third-party, cloud hosted systems. Peregrine requests the following support from RPD IT. The methods outlined below are Peregrine's preferred methods of connecting to relevant networks and systems. Should any of those methods be unavailable, Peregrine will work with RPD IT to determine the most efficient and effective methods to allow for data access.

- Enable access to RPD's network by, among other things, enabling an IPSec tunnel that enables Peregrine's access to necessary systems hosted within RPD's network;
- enable access to RPD's identity and access management (IDAM) solution in order to enable synchronization with RPD's login credentials;
- provide read-only accounts to all in-scope RPD-managed and hosted systems (e.g., RMS, CAD)

- provide or facilitate the provision to accounts to all in-scope third-party managed and hosted systems (e.g., Evidence.com, Flock)

Support Methodology

Peregrine provides ongoing support to the Customer on a 24x7x365 basis as part of the annual term license. The Peregrine platform includes an integrated support feature by which users can file support issues or ask questions. Additionally, self-help user guides are available in the Peregrine Knowledge Base, designed to answer frequently asked questions and provide walk through guides of common workflows.

System Availability

During any calendar month, the Peregrine system shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the system, provided that Peregrine is not responsible for any downtime of the applications or software caused by third party data services (e.g., RMS databases). Peregrine shall provide prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the system, as well as periodic updates during the unscheduled downtime regarding Peregrine's progress in remedying the unavailability and the estimated time at which the system shall be available.

Issue Response and Resolution

Severity Level	Level of Effort	Initial Response	Work Around	Targeted Time to Permanent Fix	Status Updates
1	Continuous best efforts, 24/7	Immediate, but in no event to exceed 30 minutes	8 hours	3 calendar days	Every 2 hours prior to work around and every calendar day until permanent correction
2	Commercially reasonable efforts, 24/7	1 hour	24 hours	5 calendar days	Every 6 hours prior to work around and every calendar day until permanent correction
3	Commercially reasonable efforts, during normal business hours	1 business day	10 business days	20 business days	Every 2 business days prior to work around and every calendar day until permanent correction

- **"Severity level 1 error"** means any system error that, for fifty percent (50%) or more of RPD's users, renders the system or any material portion of the system inoperative, or materially impairs use of the system in a production environment.
- **"Severity level 2 error"** means any system error that, for fifty percent (50%) or more of RPD's users, substantially impairs use of one or more features or functions of the system.
- **"Severity level 3 error"** means any system error that, for fifty percent (50%) or more of RPD's users, has a minimal impact on the performance or operation of the system.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Various Roadway and Pedestrian Improvements Project - Notice of Completion

Date: September 9, 2025

Submitted By: Kristen Van Groningen, Associate Civil Engineer
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the Various Roadway and Pedestrian Improvements Project, Approving the Notice of Completion, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City.

Background:
The Various Roadway and Pedestrian Improvements Project consisted of multiple projects, with overlapping trades of work, packaged together to streamline staff resources and utilize economies of scale for better pricing. The projects are listed below:

Blue Oaks Boulevard Pedestrian Signal (Project No. 50177)
A new pedestrian signal was installed on Blue Oaks Boulevard, at the open space areas, to connect existing multi-use pathways that terminate at Blue Oaks Boulevard.

Sierra College Boulevard Widening (Project No. 50164)
Southbound Sierra College Boulevard was widened between Schriber Way and Dominguez Road, a six-foot-wide sidewalk installed, and traffic signal safety enhancements performed.

Uncontrolled Crosswalk Enhancements: Crest Drive at Valley View Elementary Pedestrian Improvements and Enhanced School Zones Project (Project No. 50158)
Crosswalk enhancements on Crest Drive at Valley View Elementary School included new Americans with Disabilities Act (ADA) curb ramps, rapid rectangular flashing beacons (RRFBs), pedestrian push button assemblies, and high-visibility crosswalk markings; also included were updated school zone signage and pavement markings at ten school locations.

On May 14, 2024, the City Council awarded a construction contract to Central Valley Engineering and Asphalt, Inc., (Resolution No. 2024-110) for $1,389,069.00, with contingency ($207,898.75) for a total cost of $1,596,967.75.

The City's Engineering Division has completed final inspections and found the work to be complete and in accordance with the plans and specifications. The project is now ready for acceptance.

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

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit 1 - Notice of Completion with Exhibits A, B, and C

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ACCEPTING THE PUBLIC WORK KNOWN AS THE VARIOUS ROADWAY AND PEDESTRIAN IMPROVEMENTS PROJECT, APPROVING THE NOTICE OF COMPLETION, AND AUTHORIZING AND DIRECTING THE EXECUTION AND RECORDATION OF SAID NOTICE ON BEHALF OF THE CITY

WHEREAS, on May 14, 2024, the City Council of the City of Rocklin adopted Resolution No. 2024-110, awarding the contract for the Various Roadway and Pedestrian Improvements project (Project Nos. 50177, 50164, and 50158) to Central Valley Engineering and Asphalt, Inc.; and

WHEREAS, the Various Roadway and Pedestrian Improvements Project consisted of the installation of a new pedestrian signal on Blue Oaks Boulevard; the widening of southbound Sierra College Boulevard between Schriber Way and Dominguez Road, the installation of a six-foot-wide sidewalk and traffic signal safety enhancements; school crosswalk enhancements on Crest Drive at Valley View Elementary School; and updated school zone signage and pavement markings (the “work”); and

WHEREAS, the project was completed on June 5, 2025, and the City’s Engineering Division deems the work to be in accordance with the plans and specifications, and ready for acceptance.

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

Section 1. The Notice of Completion relative to the public work known as the Various Roadway and Pedestrian Improvements Project attached hereto and incorporated herein as Exhibit “1” is approved and the public work accepted.

Section 2. The Senior Engineer 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.

PASSED AND ADOPTED this 9th day of September, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit “1”
Notice of Completion

Recording Requested by and Return to:

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

No Fee Per Gov't Code § 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as **Various Roadway and Pedestrian Improvements Project (Project Nos. 50177, 50164, and 50158)** is complete. The locations of said project are indicated on the maps attached hereto as Blue Oaks Blvd. (Exhibit "A"), Sierra College Blvd. (Exhibit "B"), and Crest Drive (Exhibit "C"), located within the City of Rocklin, County of Placer, State of California, and incorporated herein by this reference. The owner of said project is the City of Rocklin, 3970 Rocklin Road, Rocklin, California 95677. The contractor on said project was **Central Valley Engineering & Asphalt, Inc.** and the surety on said project was **Everest National Insurance Company**. The date of completion was June 5, 2025.

I, Larry M. Wing, being first duly sworn, depose and say: I am the Senior Engineer of the City of Rocklin, a general law city in the State of California, owner of the property described in the above Notice of Completion. 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.

ATTEST:

_____
Avinta Singh, City Clerk

City of Rocklin

_____
Senior Engineer, City of Rocklin,
3970 Rocklin Road, Rocklin, California –
Owner of the Public Work Improvement

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

Date:_____ Signature:_____
Larry M. Wing
Senior Engineer, City of Rocklin

EXHIBIT “A”
NOTICE OF COMPLETION OF
VARIOUS ROADWAY AND PEDESTRIAN IMPROVEMENTS PROJECT

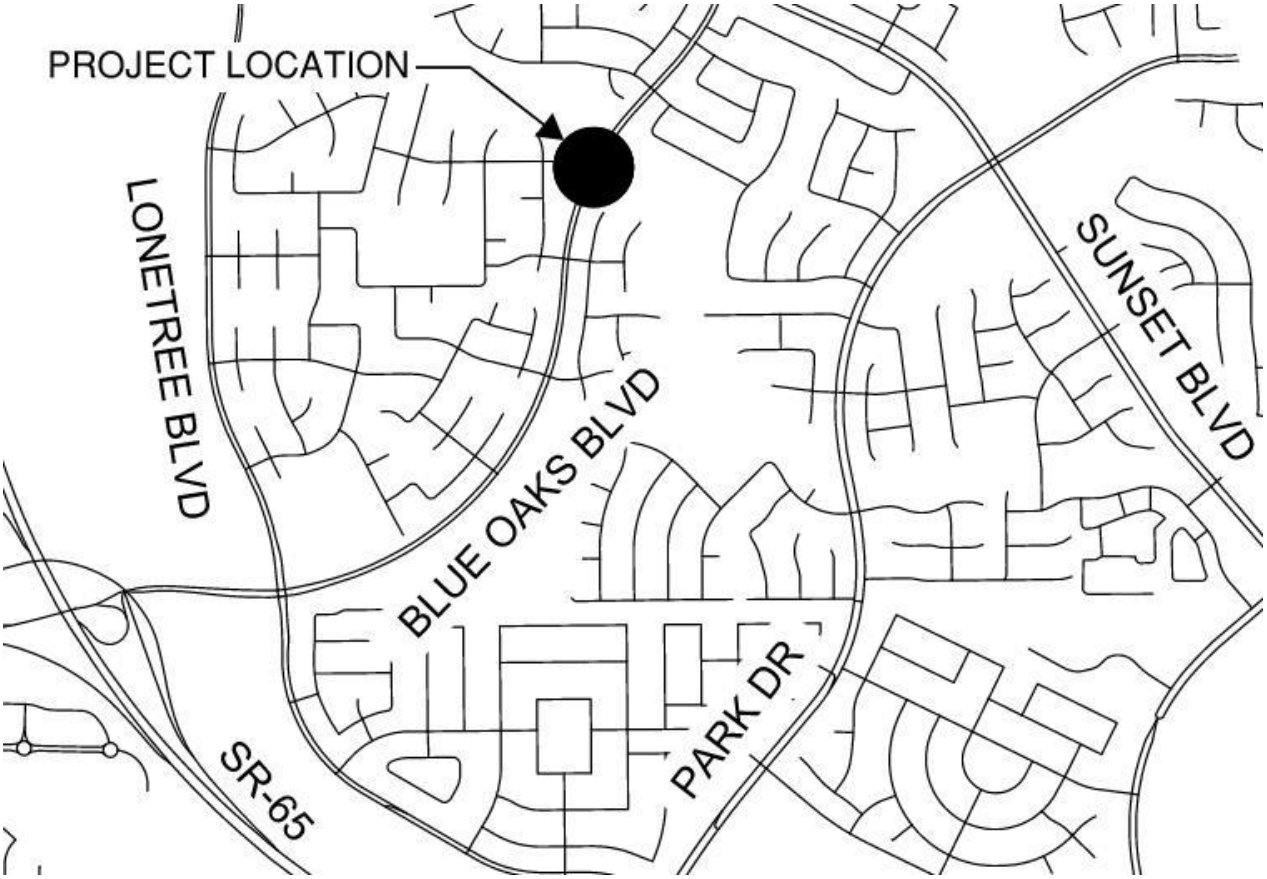


EXHIBIT “B”
NOTICE OF COMPLETION OF
VARIOUS ROADWAY AND PEDESTRIAN IMPROVEMENTS PROJECT

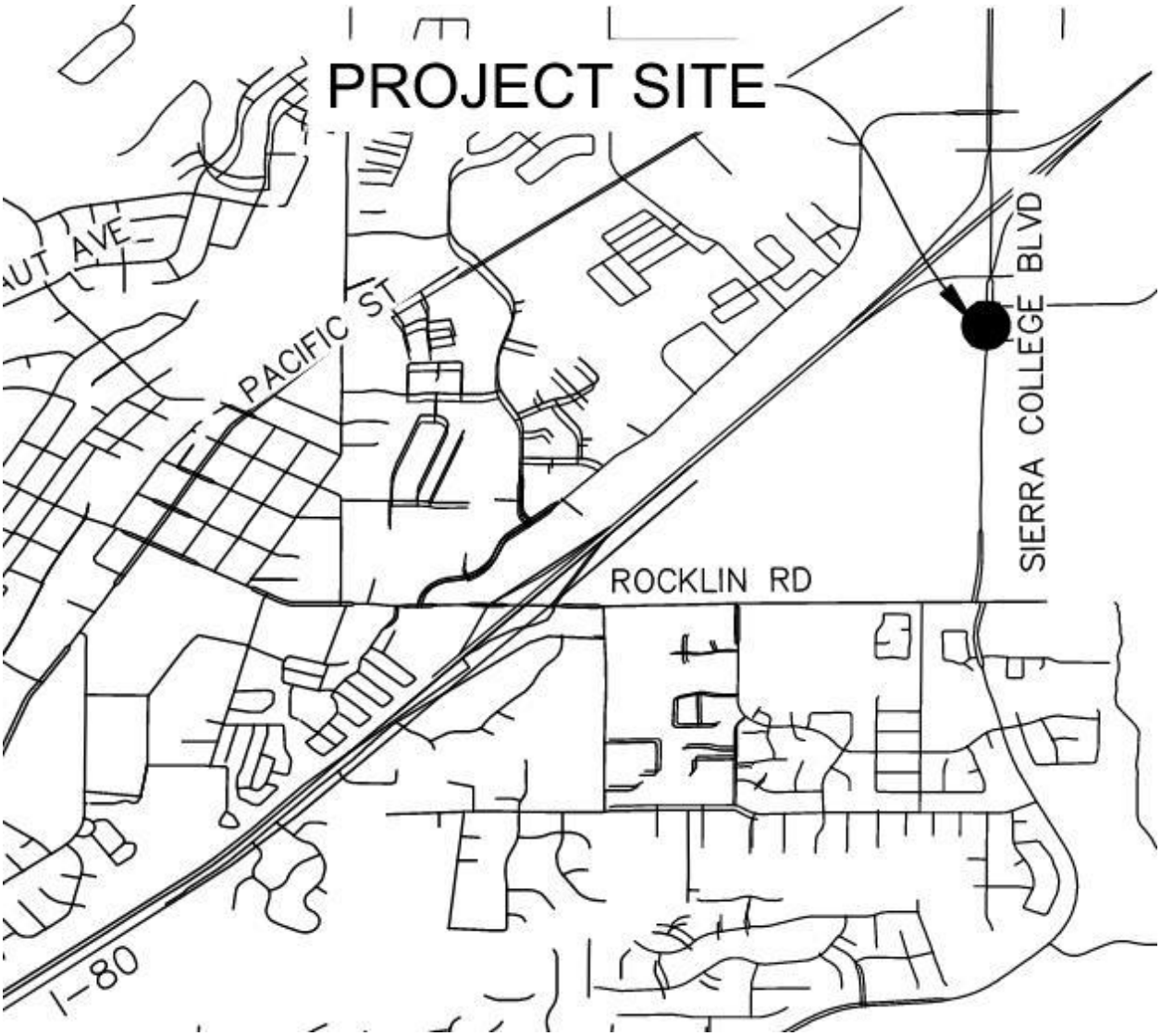
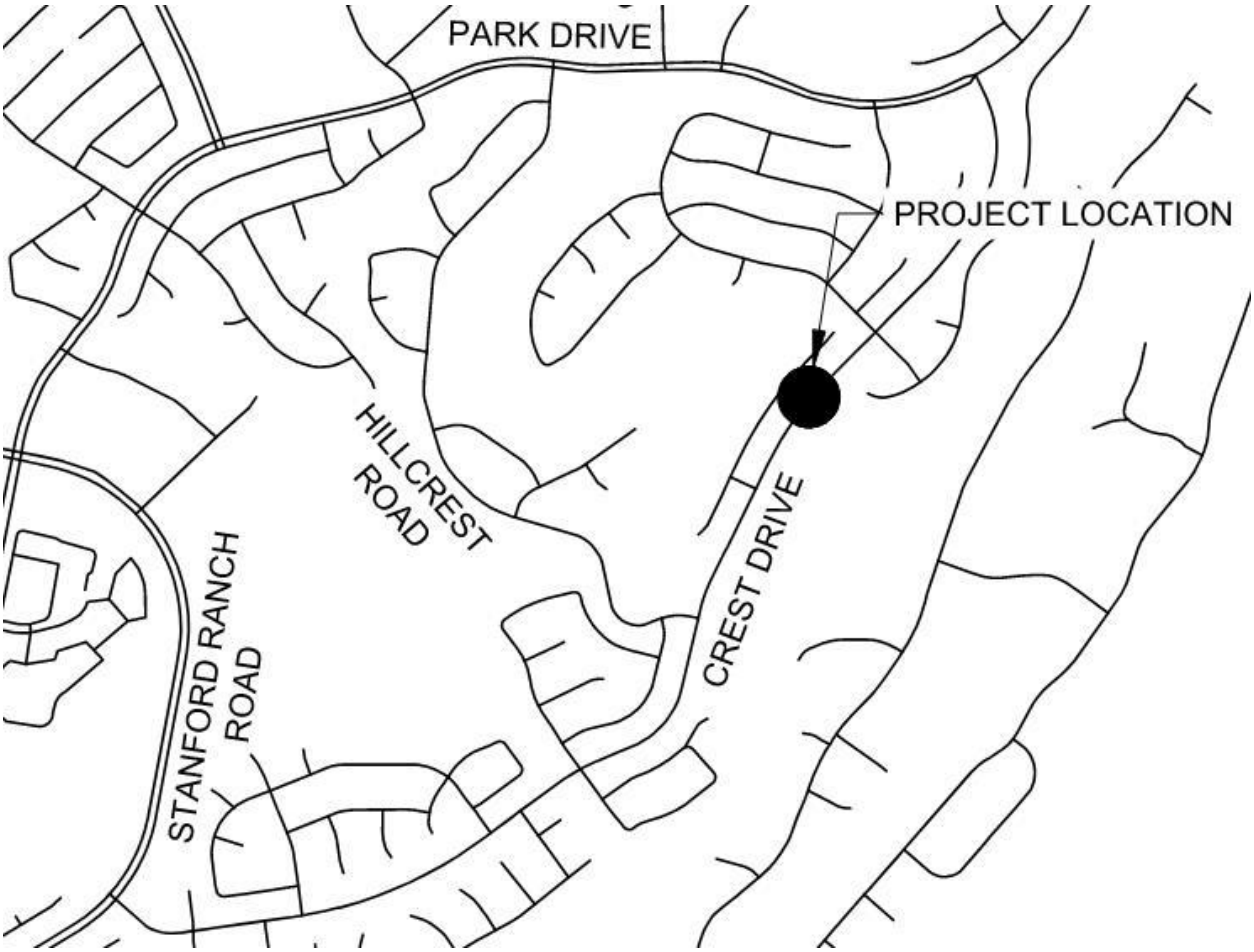


EXHIBIT “C”
NOTICE OF COMPLETION OF
VARIOUS ROADWAY AND PEDESTRIAN IMPROVEMENTS PROJECT



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Police Department HVAC & Roof Replacement – Notice of Completion

Date: September 9, 2025

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 Police Department HVAC & Roof Replacement, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (CNW Construction, Inc.).

Background:
On May 28, 2024, the City Council adopted Resolution No. 2024-129, awarding the Police Department HVAC & Roof Replacement project (Project No. 45461) to CNW Construction, Inc., in the amount of $1,850,000, plus a 15% contingency ($277,500), for a total not-to-exceed project amount of $2,127,500. This project consisted of removal and replacement of the HVAC units and replacement of the roof at the City of Rocklin Police Department located at 4080 Rocklin Road (see Attachment 2 for Project Location).

The project was completed on July 18, 2025. Two (2) change orders were issued for a total change order amount of $21,307.49, increasing the project cost to $1,871,307.49.

Staff recommends that the City Council accept the public work known as the Police Department HVAC & Roof Replacement, 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:
There is no direct fiscal impact associated with the staff recommendation.

ATTACHMENTS:
1. Resolution and Notice of Completion

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ACCEPTING THE PUBLIC WORK KNOWN AS THE POLICE DEPARTMENT HVAC & ROOF REPLACEMENT, APPROVING THE NOTICE OF COMPLETION THEREOF, AND AUTHORIZING AND DIRECTING THE EXECUTION AND RECORDATION OF SAID NOTICE ON BEHALF OF THE CITY (CNW CONSTRUCTION, INC.)

WHEREAS, on May 24, 2024, the City Council of the City of Rocklin adopted Resolution No. 2024-129, awarding the contract for the Police Department HVAC & Roof Replacement project to CNW Construction, Inc., in the amount of $1,850,000; and

WHEREAS, this project included removal and replacement of the HVAC units and replacement of the roof at the City of Rocklin Police Department; and

WHEREAS, a contingency amount of fifteen (15) percent of the contract ($277,500), which was approved by the City Council of the City of Rocklin, resulted in a total authorized project cost of $2,127,500; and

WHEREAS, two change order were issued, increasing the cost by $21,307.49, bringing the total project amount to $1,871,307.49; and

WHEREAS, the project was completed on July 18, 2025, and funded by the Capital Construction Fund (304).

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

Section 1 The attached Notice of Completion related to the public work known as the Police Department HVAC & Roof Replacement (CNW Construction, Inc.) is hereby approved, and the public work is accepted.

Section 2. The Public Works Director 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.

PASSED AND ADOPTED this 9th day of September, 2025, by the following vote:

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

_____
Jill Gayaldo, 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 Police Department HVAC & Roof Replacement is complete. The location of said project is at 4080 Rocklin Road, Rocklin, CA. The owner of said project is the City of Rocklin. The date of completion was July 18, 2025. The contractor on the project was CNW Construction, Inc., and the surety on said project Swiss Re Corporate Solution America Insurance Corporation.

I, Justin Nartker, being first duly sworn, depose and say: I am the Public Works Director 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:

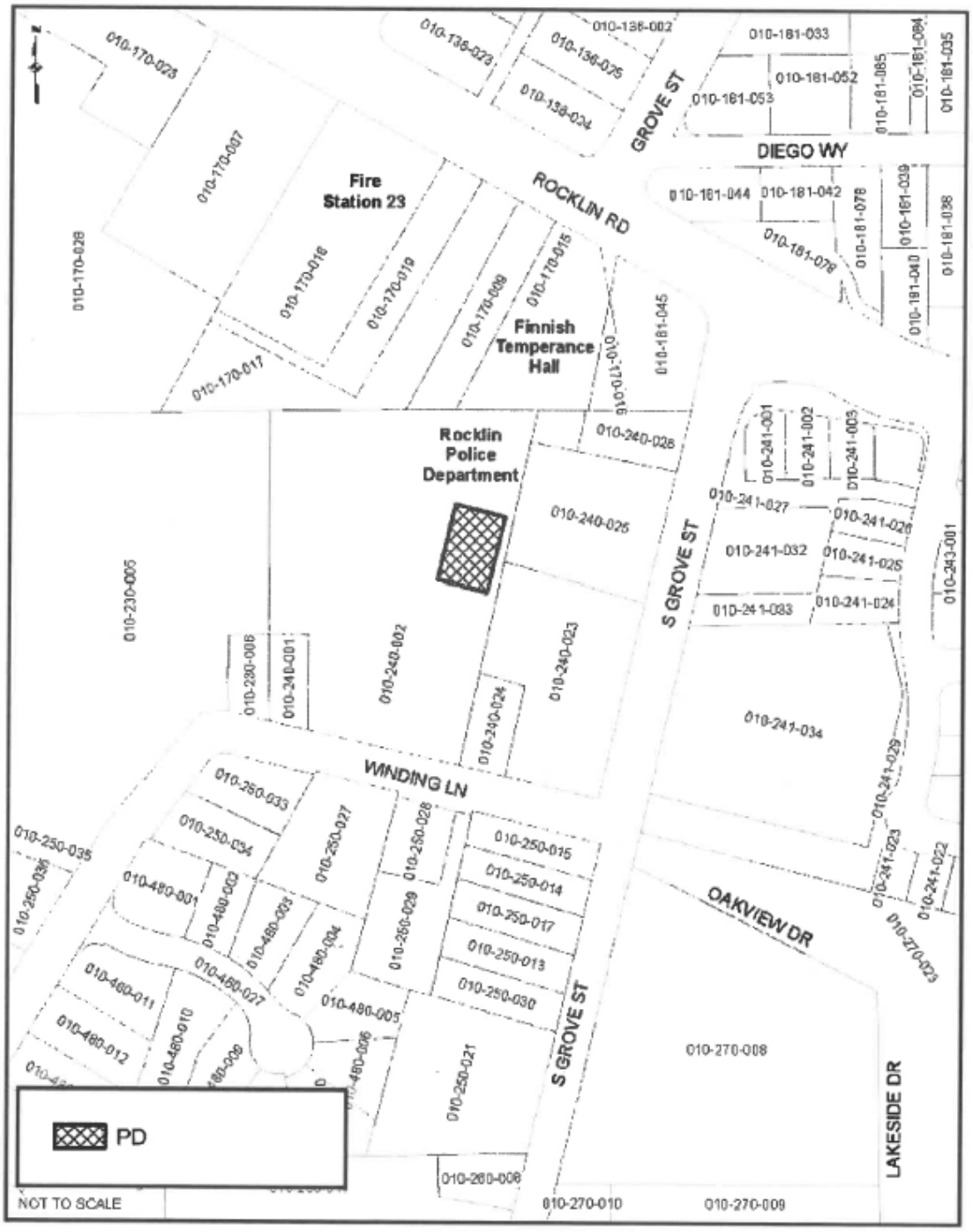
_____
Justin Nartker, Public Works Director - City of Rocklin – 3970 Rocklin Road- Owner of the Public Work Improvement

_____
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, Public Works Director
Rocklin, California

Exhibit A


Fire Station 23
Finnish Temperance Hall
Rocklin Police Department
ROCKLIN RD
GROVE ST
DIEGO WY
S GROVE ST
WINDING LN
OAKVIEW DR
LAKESIDE DR
PD
NOT TO SCALE

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Electric Vehicle Purchases

Date: September 9, 2025

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 Authorizing the Purchase of Two (2) 2026 Chevrolet Silverado Electric 4WT Trucks from Winner Chevrolet and Authorizing the City Manager to Purchase the Vehicles.

Background:
The Energy Efficiency and Conservation Block Grant (EECBG) Program, administered by the U.S. Department of Energy (DOE) Office of State and Community Energy Programs (SCEP), provides eligible local and Tribal governments with the option to receive an equipment rebate and/or a technical assistance voucher in lieu of a traditional formula grant.

On April 25, 2024, the City submitted an application to the EECBG Program for an equipment rebate voucher to support the purchase of electric vehicles and associated charging infrastructure. The City was awarded $127,710.00 on November 25, 2024 (Attachment 3). Grant funds must be expended within two years of the award date.

Two (2) 2026 Chevrolet Silverado Electric 4WT trucks, each with a 282-mile range, are now available and are recommended to replace two (2) existing Ford F-150 units (7207 and 9202), which were previously identified for replacement. These vehicles are primarily used by supervisor positions and/or for light duty assignments.

Under California Contract No. 1-22-23-23D, Winner Chevrolet, Inc. (Elk Grove) has provided a quote of $54,618.82 per vehicle (Attachment 2). In accordance with Rocklin Municipal Code (RMC) Section 3.04.090(C) and (D), the City is authorized to utilize cooperative/piggyback purchasing to avoid duplicative bidding procedures.

Staff recommends that the City Council authorize the purchase of the two (2) vehicles from Winner Chevrolet in an amount not to exceed $109,237.64, pursuant to the terms of the referenced state contract (Attachment 4).

The remainder of the grant funds will be used to purchase and install the associated charging

infrastructure at the City Corporation Yard.

Fiscal Impact:
There is no fiscal impact as the cost for the vehicles will be covered by equipment voucher rebate funded through EECBG Program.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Vehicle Quote
3. EECBG Application
4. Statewide Contract 1-22-23-23D

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING THE PURCHASE OF TWO (2) 2026 CHEVROLET SILVERADO ELECTRIC 4WT TRUCKS FROM WINNER CHEVROLET, INC. AND AUTHORIZING THE CITY MANAGER TO PURCHASE THE VEHICLES

WHEREAS, the Energy Efficiency and Conservation Block Grant (EECBG) Program, administered through the U.S. Department of Energy (DOE) Office of State and Community Energy Programs (SCEP), provides eligible local and Tribal governments with funding opportunities for equipment rebates and/or technical assistance vouchers; and

WHEREAS, on April 25, 2024, the City of Rocklin applied to the EECBG Program for an equipment rebate voucher to support the purchase of electric vehicles and associated charging equipment, and was awarded $127,710.00, which must be expended within two years of the November 25, 2024, award date; and

WHEREAS, two (2) 2026 Chevrolet Silverado Electric 4WT Trucks have become available for purchase and are recommended to replace two (2) existing Ford F-150 units (7207 and 9202); and

WHEREAS, Winner Chevrolet, Inc. (Elk Grove) has provided a quote under California State Contract No. 1-22-23-23D in the amount of $54,618.82 per vehicle, for a total not to exceed $109,237.64; and

WHEREAS, Rocklin Municipal Code (RMC) Section 3.04.090(C) and (D) authorize the City to participate in cooperative and piggyback purchasing programs, thereby eliminating the need for a separate competitive bidding process; and

WHEREAS, the purchase of these vehicles is consistent with the City's commitment to fleet modernization, energy efficiency, and environmental sustainability, and is funded through the EECBG Program.

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

Section 1. The City Council hereby authorizes the purchase of two (2) 2026 Chevrolet Silverado Electric vehicles from Winner Chevrolet, Inc. in an amount not to exceed $109,237.64, pursuant to California State Contract No. 1-22-23-23D.

Section 2. The City Manager is authorized and directed to execute all necessary documents to complete the purchase on behalf of the City of Rocklin.

Section 3. The City Manager is authorized to return any unused funds associated with vehicle units 7207 and 9202 to their respective fund balances.

PASSED AND ADOPTED this 9th day of September, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Winner Chevrolet

7220 Fawn Way,
Sacramento, CA 95823
(916)509-8598 - Desk
(916)792-3672 - Cell

TO: Matt McClure
City of Rocklin
4081 Alvis Court
Rocklin, CA 95677

(916) 871-6909

DATE July 22, 2025
Quotation # 4417
FAN # 817209

Prepared by: Andrew Villareal

Comments or special instructions: Vehicle build and options are in additional pages.
State Contract # 1-22-23-20D

Description	AMOUNT
Line #42A 2026 Chevy Silverado EV 4WT 282 Mile Range	$ 49,997.00
Options (Refer to Window Sticker)	$ 650.00
****** Please review, sign, and return a copy of the quote and ******	
****** specs with the PO or the vehicle will not be ordered. ******	
******Shipping charge added for deliveries beyond Sacramento. No charge for will call.******	
Subtotal	$ 50,647.00
DOC Fee	$ 85.00
Taxable Subtotal:	$ 50,732.00
Tax Rate(Subject to change): 7.250%	$ 3,678.07
Tire Fee:	$8.75
Fuel	
Delivery Charge:	$200.00
Total:	**$ 54,618.82**
Grand Total	$ 109,237.64

(Order Acknowledgment Signature) **(Date)**

CA Tire Fee: $1.75 / Per Tire

QTY	2

If you have any questions concerning this quotation, contact Andrew Villareal at (916)509-8598 or email at Avillareal@knightelkgrove.com or Avillareal@lasherauto.com

THANK YOU FOR YOUR BUSINESS!

Winner Chevrolet / Elk Grove Auto Group
Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2026 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Standard Range Work Truck (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

[Fleet] 2026 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Standard Range Work Truck

Prepared By
Andrew Villareal
Winner Chevrolet / Elk Grove Auto Group
916-509-8598-Desk
916-792-3672-Cell
avillareal@lasherauto.com

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 26023. Data Updated: Jul 21, 2025 6:45:00 PM PDT.

Table of Contents

- Vehicle Image
- Dealership Information
- Window Sticker
- Standard Equipment
- Weight Rating
- Technical Specifications

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Data Version: 26023. Data Updated: Jul 21, 2025 6:45:00 PM PDT.

Dealership Information

PLEASE REVIEW THE "WINDOW STICKER," QUOTE, AND ALL INCLUDED INFORMATION AND SPECIFICATIONS FOR ACCURACY. IF A PURCHASE ORDER IS ISSUED, PLEASE INCLUDE A SIGNED COPY OF THIS QUOTE WITH THE "WINDOW STICKER." BY THIS QUOTE BEING SIGNED AND RETURNED BY THE PURCHASING AGENCY, THE PURCHASING AGENCY ACKNOWLEDGES THAT THE VEHICLE CONFIGURATION AND PRICE ARE ACCURATE.***TAX IS NOT INCLUDED IN THE QUOTE PRICE. PURCHASING AGENCY IS RESPONSIBLE FOR CALCULATING TAX. THE TAX RATE IS BASED ON THE REGISTRATION ADDRESS AND CANNOT BE A PO BOX. ******IF THE VEHICLE IS GOING TO BE DELIVERED BEYOND F.O.B. SACRAMENTO, ADDITIONAL COST WILL BE REQUIRED. ***

Thanks!

Prepared By:

Andrew Villareal
Winner Chevrolet / Elk Grove Auto Group
(916)509-8598
avillareal@lasherauto.com

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Data Version: 26023. Data Updated: Jul 21, 2025 6:45:00 PM PDT.

Winner Chevrolet / Elk Grove Auto Group
Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2026 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Standard Range Work Truck (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Standard Range Work Truck

Interior:Black, Evotex seat trim

Exterior 1:Black

Exterior 2:No color has been selected.

Engine, none

Transmission, none

OPTIONS

CODE	MODEL	MSRP
CT35843	[Fleet] 2026 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Standard Range Work Truck	
	OPTIONS	
4WT	Work Truck Preferred Equipment Group	$0.00
AR9	Seats, front bucket	$0.00
C5F	GVWR, 9990 lbs. (4531 kg)	$0.00
EN0	Engine, none	$0.00
GBA	Black	$0.00
H9F	Black, Evotex seat trim	$0.00
MF1	Transmission, none	$0.00
PSC	Dual Level Charge Cord, dual-mode	$0.00
QWJ	Tires, LT265/70R18, all-season blackwall	$0.00
RIP	Wheels, 18" X 8.5" (45.7 cm x 21.6 cm)	$650.00
VK3	License plate bracket, front, front mounting package	$40.00
VQ2	Fleet Processing Option	$0.00
YF5	Emissions, California state requirements	

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Data Version: 26023. Data Updated: Jul 21, 2025 6:45:00 PM PDT.

[Fleet] 2026 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Standard Range Work Truck (✔ Complete)

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 26023. Data Updated: Jul 21, 2025 6:45:00 PM PDT.

[Fleet] 2026 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Standard Range Work Truck (✔ Complete)

Standard Equipment

Package

Assisted Driving Package includes (UGN) Enhanced Automatic Emergency Braking, (UVZ) Reverse Automatic Braking, (UFB) Rear Cross Traffic Braking, (CTB) Intersection Automatic Emergency Braking, (UKK) Rear Pedestrian Alert, (HS1) Safety Alert Seat, (UOW) Side Bicyclist Alert, (UVX) Traffic Sign Recognition, (UV2) HD Surround Vision and (KSG) Adaptive Cruise Control (Includes (UKI) Blind Zone Steering Assist and (UKM) Lane Keep Assist with Lane Departure Warning.)

Mechanical

Engine, none (STD)

Dual Level Charge Cord, dual-mode portable, 120-volt (1.4 kW) and 240-volt (7.7 kW) capability, swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection

Transmission, none (STD)

GVWR, 9990 lbs. (4531 kg)

Pickup bed, 5 ft 11 inches

Electronic Precision Shift electronic transmission range selector with Low selection for throttle off regenerative braking and one-pedal driving capability

Emission system zero emission vehicle (ZEV)

Chassis, Dual Motor 4WD

Dual Motor 4WD Performance Torque Vectoring Dual Motor 4WD (Electronic), 2 motors (1 front & 1 rear electric drive unit)

Front Drive Unit 1-motor, Integrated Inverter, Park System

Rear Drive Unit 1-motor, Integrated Inverter

Battery Pack, Standard Range (Up to 510 hp and 490 lb-ft of torque in Tow/Haul Mode.)

DC fast charging (14MOD is 475V, up to 220kW)

Charging module, 11.5 kW high-voltage

Vehicle-to-home all V2H-capable GM EV's can provide power to your properly equipped home in a blackout to all equipment groups (The GM Energy PowerShift Charger and GM Energy V2H Enablement Kit requires an adequately charged and properly equipped GM EV having bidirectional charging capabilities, a properly equipped home, and proper grid interconnection. Some eligible 24MY EVs will require a dealership or over-the-air update to enable bidirectional charging. Weather conditions, life of the battery, vehicle variation and usage, and other external factors may impact the duration of power supply. Power supply may be interrupted. It is not recommended that the following devices be powered with the GM Energy PowerShift Charger and V2H Enablement Kit: Medical Devices.)

Suspension, 4-wheel independent suspension with premium ride and handling

Brakes, front and rear sliding caliper disc with DURALIFE rotors, with Variable Regen on Demand capability

Brake rotor, FNC

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Data Version: 26023. Data Updated: Jul 21, 2025 6:45:00 PM PDT.

[Fleet] 2026 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Standard Range Work Truck (Complete)

Mechanical

Trailer brake controller, integrated

Tow/Haul Mode

Jack, mechanical, with tools located in the eTrunk

Exterior

Wheels, 18" X 8.0" (45.7 cm x 20.3 cm), steel (STD)

Tires, LT265/70R18, all-season blackwall (STD)

Wheel, spare, 18" X 8.0" (45.7 cm x 20.3 cm), steel

Tire, spare LT225/65R18, all-season blackwall

Shutters, front upper and lower grille, active

IntelliBeam, automatic high beam on/off

Headlamps, LED with LED Daytime Running Lamps

Tail lamps, LED

LED Cargo Area Lighting located in cargo bed activated with switch on instrument panel

Mirrors, outside heated power-adjustable

Mirror caps, painted Black

Window, front side, solar absorbing

Window, rear side, solar absorbing, privacy tinting

Glass, deep-tinted, rear door and rear cab

Tailgate, standard

Tailgate, gate function manual with EZ Lift

Tailgate, locking

Door handles, body-color

Entertainment

SiriusXM Trial Subscription (IMPORTANT: the SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)

Audio System, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition

Audio system feature, 6-speaker system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

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Data Version: 26023. Data Updated: Jul 21, 2025 6:45:00 PM PDT.

[Fleet] 2026 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Standard Range Work Truck (Complete)

Entertainment

5G vehicle connectivity

Interior

Seats, front bucket (STD)

Evotex seat trim

Seat adjuster, driver 6-way manual

Seat adjuster, front passenger 4-way manual

Seat, rear 60/40 folding bench

Center console, floor-mounted 4 cup holders, USB port, Auxiliary and 120V Power Outlets

Floor Covering, all-weather vinyl flooring

Steering Wheel, urethane

Steering column, manual tilt and telescoping

Steering wheel audio controls

Driver Information Center 11" diagonal display with fully digital color

Windows, remote Express-Down, front and rear door windows

Door locks, power

Remote vehicle starter system pre-conditioning

Keyless Open and Start includes remote keyless entry

Adaptive Cruise Control (Included with (AS2) Assisted Driving Package.)

Theft-deterrent system, unauthorized entry

Alarm, remote panic

USB Ports, 2, Type-C Charge/Data ports located on floor console

USB Ports, rear, dual, Type-C charge-only

Power outlet, front console, 12-volt

Power outlet, 120-volt, on back of floor console

Power outlet, 110-volt, located in the eTrunk

Power inverter, off power mode

Air conditioning, dual-zone automatic climate control

Air vents, rear, heating/cooling

Air filter, pollutant

Air conditioning, refrigerant, low GWP

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[Fleet] 2026 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Standard Range Work Truck (Complete)

Interior

Defogger, rear-window electric

Sensor, cabin humidity and windshield temperature

Map pocket, front passenger seatback

Mirror, inside rearview manual tilt, day/night

eTrunk, lockable weather-proof and lit compartment with 120 volt outlet, cargo tie-downs and drain holes

Safety-Mechanical

Enhanced Automatic Emergency Braking (Included with (AS2) Assisted Driving Package.)

Reverse Automatic Braking (Included with (AS2) Assisted Driving Package.)

Rear Cross Traffic Braking (Included with (AS2) Assisted Driving Package.)

Front Pedestrian and Bicyclist Braking

Intersection Automatic Emergency Braking intersection alert, braking (Included with (AS2) Assisted Driving Package.)

StabiliTrak, Stability Control System with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

Safety-Interior

Airbags, Frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

Side Bicyclist Alert (Included with (AS2) Assisted Driving Package.)

LED Reflective Windshield Collision Alert

Traffic Sign Recognition (Included with (AS2) Assisted Driving Package.)

HD Surround Vision with Trailer View Camera Provision (Included with (AS2) Assisted Driving Package.)

Blind Zone Steering Assist (Included with (AS2) Assisted Driving Package.)

Lane Keep Assist with Lane Departure Warning, enhanced (Included with (AS2) Assisted Driving Package.)

Front and Rear Parking Assist

Hitch Guidance

Following Distance Indicator

Forward Collision alert

Rear Pedestrian Alert (Included with (AS2) Assisted Driving Package.)

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[Fleet] 2026 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Standard Range Work Truck (✔ Complete)

Safety-Interior

Rear Seat Reminder

Seat Belt adjustable Guide Loops, front row

Seat Belt, front passenger presence detector

Seat belt, rear passenger presence detector

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu

LATCH system (Lower Anchors and Tethers for CHildren) for child restraints seats

Safety Alert Seat (Included with (AS2) Assisted Driving Package.)

Door locks, rear child security lock manual child lock system (rear door latch)

Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Processing-Other

Trailering Information Label

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Hybrid/Electric Components Years: 8
Hybrid/Electric Components Miles/km: 100,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Towing: 8 Years/100,000 Miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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[Fleet] 2026 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Standard Range Work Truck (Complete)

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating:	N/A
Rear Gross Axle Weight Rating:	N/A
Gross Vehicle Weight Rating:	9990.00 lbs

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[Fleet] 2026 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Standard Range Work Truck (Complete)

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	N/A
Gross Axle Wt Rating - Rear	N/A	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	N/A
Reserve Axle Capacity - Rear	N/A	As Spec'd Curb Weight	N/A
As Spec'd Payload	N/A	Maximum Payload Capacity	N/A
Gross Combined Wt Rating	16600 lbs	Gross Axle Weight Rating	N/A
Curb Weight	N/A	Reserve Axle Capacity	N/A
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	9990.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	N/A	Wt Distributing Hitch - Max Tongue Wt.	N/A
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	N/A		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	Independent
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	N/A	Axle Ratio (:1) - Rear	N/A
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A

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[Fleet] 2026 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Standard Range Work Truck (✔ Complete)

Chassis

Suspension

Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QWJ	Rear Tire Order Code	QWJ
Spare Tire Order Code	ZBD	Front Tire Size	LT265/70R18
Rear Tire Size	LT265/70R18	Spare Tire Size	LT225/65R18
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	18 x 8.5 in	Rear Wheel Size	18 x 8.5 in
Spare Wheel Size	18 x 8 in	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	Steel

Steering

Steering Type	N/A	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	44.0 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	N/A
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	N/A
Rear Brake Rotor Diam x Thickness	N/A	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	N/A	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

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[Fleet] 2026 Chevrolet Silverado EV (CT35843) e4WD Crew Cab Standard Range Work Truck (Complete)

Dimensions

Interior Dimensions

Passenger Capacity	5	Front Head Room	41.87 in
Front Leg Room	44.85 in	Front Shoulder Room	64.92 in
Front Hip Room	61.95 in	Second Head Room	39.71 in
Second Leg Room	44.35 in	Second Shoulder Room	63.8 in
Second Hip Room	61.43 in		

Exterior Dimensions

Wheelbase	145.68 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	233.07 in
Width, Max w/o mirrors	85.27 in	Height, Overall	78.05 in
Overhang, Front	36.2 in	Overhang, Rear w/o bumper	51.23 in
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.06 in	Ground Clearance, Rear	8.06 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	N/A	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	N/A	Cargo Box Width @ Wheelhousings	N/A
Cargo Box (Area) Height	N/A	Tailgate Width	N/A
Cargo Volume	10.8 ft^3	Ext'd Cab Cargo Volume	N/A

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Individual Application

Applied Date	Account	Application Status	RecordType Name
4/25/2024, 4:20 PM	Rocklin (/…	Project In-Progress	Equipment Rebates Application

Individual Application

Application ID
IA-0000000815

Application Status
Project In-Progress

Account
Rocklin (/eecbgvouchers/s/detail/001Hs000030dnAbIAI)

Category
Rebates

Contact
Elizabeth Sorg (/eecbgvouchers/s/detail/003Hs00004kHwepIAC)

Total Line Items
2

Application Number
EECEQ-00815

Project Start Date
11/25/2024

Planning to team with other entities?
No

Project Information

Sectors served
Local Government

How the project serves DACs
The purchase of zero emission vehicles will help reduce carbon emissions while fleet trucks are driving through the city. The truck will commute between several City facilities, some of which are located in the older and low-income neighborhoods. A zero emission fleet truck will reduce the carbon emissions in these areas and reduce the exposure to toxins for these neighborhoods.

Other Project Sector

One to Two Sentence Summary
The City of Rocklin will be purchasing a zero emission fleet truck and the charging infrastructure to support the purchase. This will replace a gasoline fleet vehicle and serve as a pilot program to gauge the feasibility of transitioning the City fleet to a zero emission fleet.

Eligible Activities
Conservation of Transportation Energy

Serves disadvantaged communities (DACs)?
Yes

Budget Information

EECBG Program Formula Allocation Amount
$127,710.00

Total Voucher Estimate
$127,710.00

Using multiple EECBG recipients formula?
No

Total Teaming EECBG Formula Allocation

Program Metrics and Compliance Requirements

Program Metrics
Transportation Infrastructure and Vehicles;Equipment Purchased

Davis-Bacon Assurance Letter SIgned by
Elizabeth Sorg

Other Program Metric

Davis-Bacon Assurance Letter Signed Date
4/25/2024

Applicable NEPA SOW
NEPA SOW 1

Terms and Conditions

Terms And Conditions Signed By
Alexandra Zimmerman

Terms And Conditions Signed Date
11/20/2024

Application Milestones

Applied Date
4/25/2024, 4:20 PM

Approved Date

Financial Report (SF-425)

Financial Report Submitted Date

One Time Location Report

One Time Location Report Submitted Date

Annual Historic Preservation Report

Annual Historic Report Completed?

Annual Historic Report Year

Annual Historic Report Submitted Date

NEPA Report

NEPA SOW1 submission?

NEPA Report Submitted Date

Davis Bacon Act Report

Comply DBA Standards?

DBA Report Submitted Date

Semi-Annual Davis Bacon Act (DBA) Report

Semi Annual DBA Type

Semi Annual DBA Submitted Date

Single Audit Report

Expend 75000 or more?

Upload Single Audit Copy?

Single Audit Report Submitted Date

Website and program administered by ICF Incorporated under DOE BPA Award 89303023ASE000001.
Instances of potential fraud, waste, and abuse should be referred to the DOE IG Hotline (https://www.energy.gov/ig/ig-hotline), phone: 1–800–541–1625 or email: ighotline@hq.doe.gov

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

Supplement 22

(Incorporates Supplements 1 – 22)

ISSUE AND EFFECTIVE DATE:	***04/19/2024***
CONTRACT NUMBER:	1-22-23-23 ***B through I***
DESCRIPTION:	Fleet Vehicles – Vans & SUVs
CONTRACTOR(S):	~~***[Lithia Nissan of Fresno (1-22-23-23A)]***~~ Ocean Honda (1-22-23-23B) Freeway Toyota (1-22-23-23C) Winner Chevrolet (1-22-23-23D) Elk Grove Auto (1-22-23-23E) Downtown Ford (1-22-23-23F) Watsonville Fleet Group (1-22-23-23G) US Fleet Source (1-22-23-23H) CA Car Group (1-22-23-23I)
CONTRACT TERM:	05/01/2022 through 04/30/2025
STATE CONTRACT ADMINISTRATOR:	Frank Martin 279-946-8035 Frank.Martin@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

Non-IT General Provisions (rev 11/19/2021) (https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx)

Cal eProcure link: www.caleprocure.ca.gov

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
22	➢ *Termination of Contract 1-22-23-23A.* ➢ *Cover Page and Articles 1, 8, 12, 22, 25, 26, and 33: updated language.* ➢ *Attachment A – Contract Pricing – Supplement 21: replaced with Attachment A – Contract Pricing – Supplement 22. *	*04/19/2024*
21	➢ Attachment A – Contract Pricing – Supplement 20 has been replaced with Attachment A – Contract Pricing – Supplement 21.	04/05/2024
20	➢ Attachment A – Contract Pricing – Supplement 19 has been replaced with Attachment A – Contract Pricing – Supplement 20.	02/29/2024
19	➢ Attachment A – Contract Pricing – Supplement 18 has been replaced with Attachment A – Contract Pricing – Supplement 19.	01/12/2024
18	➢ *Attachment A – Contract Pricing – Supplement 17 has been replaced with Attachment A – Contract Pricing – Supplement 18 due to price correction for previous supplement.	01/04/2024
17	➢ Attachment A – Contract Pricing – Supplement 15 has been replaced with Attachment A – Contract Pricing – Supplement 17.	12/22/2023
16	➢ Lithia Nissan contact information updated. ➢ Downtown Ford contact information updated.	12/12/2023

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

15	➢ Attachment A – Contract Pricing – Supplement 14 has been replaced with Attachment A – Contract Pricing – Supplement 15	11/17/2023
14	➢ Attachment A – Contract Pricing – Supplement 13 has been replaced with Attachment A – Contract Pricing – Supplement 14	11/15/2023
13	➢ Attachment A – Contract Pricing – Supplement 12 has been replaced with Attachment A – Contract Pricing – Supplement 13	10/31/2023
12	➢ Attachment A – Contract Pricing – Supplement 11 has been replaced with Attachment A – Contract Pricing – Supplement 12	09/21/2023
11	➢ Attachment A – Contract Pricing – Supplement 10 has been replaced with Attachment A – Contract Pricing – Supplement 11	8/31/2023
10	➢ Attachment A – Contract Pricing – Supplement 8 has been replaced with Attachment A – Contract Pricing – Supplement 10.	8/24/2023
9	➢ Update State Contract Administrator information.	08/04/2023
8	➢ Attachment A – Contract Pricing – Supplement 7 has been replaced with Attachment A – Contract Pricing – Supplement 8	07/28/2023
7	➢ Attachment A – Contract Pricing – Supplement 6 has been replaced with Attachment A – Contract Pricing – Supplement 7 ➢ Downtown Ford's email address has been updated	06/16/2023
6	➢ Attachment A – Contract Pricing – Supplement 5 has been replaced with Attachment A – Contract Pricing – Supplement 6	01/23/2023

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

5	➢ Attachment A – Contract Pricing – Supplement 4 has been replaced with Attachment A – Contract Pricing – Supplement 5	12/06/2022
4	➢ Attachment A – Contract Pricing – Supplement 3 has been replaced with Attachment A – Contract Pricing – Supplement 4	11/04/2022
3	➢ Attachment A – Contract Pricing – Supplement 2 has been replaced with Attachment A – Contract Pricing – Supplement 3 ➢ Contact Information for Downtown Ford has been updated	09/19/2022
2	➢ Attachment A – Contract Pricing – Supplement 1 has been replaced with Attachment A – Contract Pricing – Supplement 2	08/16/2022
1	➢ Attachment A – Contract Pricing has been replaced with Attachment A – Contract Pricing – Supplement 1 ➢ Attachment D – Vehicle Specifications has been added ➢ Article 25 – Payments, language has been modified	05/26/2022
N/A	Original Contract Posted	05/01/2022

All other terms and conditions remain the same.

Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

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Contract (Mandatory) 1-22-23-23 *B-I*
Contract User Instructions, ***Supplement 22***

1. SCOPE

The State's contracts provide Fleet Vehicles - Vans & SUVs at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-23-23 ***B – I***. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Vans & SUVs to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and SCM-F as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation", per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local

governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.
- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Price Book & Directory of Services (https://www.dgs.ca.gov/OFS/Price-Book) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

6. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Each line item description on Attachment A, Contract Pricing, provides a description of the minimum requirements that each vehicle in that line item has met or exceeded.

A Maintenance Plan is offered on all light duty vehicles less than 8500 lbs Gross Vehicle Weight Rating (GVWR). Maintenance Plan pricing is listed on Attachment A, Contract Pricing. The purchase of the Maintenance Plan is optional. See Article 29, Maintenance Plan for more detailed information.

Price Increases

Price increases may be requested with each model year change and will be posted on a quarterly basis.

Quarterly Increases shall be processed on the following calendar days:

- July 1st
- October 1st
- January 1st
- April 1st

Contractors are requested to price protect the contracted price for the duration between the price increase request and the time the increase is processed. If the Contractor is unable to honor the price protection, the Contractor's vehicle(s) will be unavailable for ordering until the price increases have been evaluated and approved.

Multiple Award

Some line items may have multiple vehicles awarded with different make and models available. State Departments may choose any vehicle identified in the subject line item. There is no vehicle ranking associated with this contract.

Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at Contractor cost plus up to 10% for an addition or Contractor cost minus up to 10% for a deletion in accordance with the manufacturer's current model year price list. Types of equipment changes which might be made include, but are not limited, to the following:

- Add trailer tow package
- Add Bluetooth
- Add parking sensors
- Delete pick up box (bed)

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on any other vehicle contract.

The Contractor shall provide ordering agencies a copy of the current model year factory price sheet with requested options, within ten calendar days of request.

Third-party upfitting (e.g utility body) may be requested by ordering agencies, however, this service is non-mandatory. When applicable, third-party upfits shall be subject to the same pricing provisions as factory options.

Note: Vehicles with added or deleted options MUST continue to meet the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated $1.75 per tire fee.

Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a Contractor may charge the ordering agency a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed $85 per vehicle purchased.

A Contractor may charge the ordering agency an electronic filing fee, which does not exceed the actual amount the Contractor is charged by a first-line service provider. The electronic filing fee shall not exceed $30 per vehicle purchased.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-4181 dated 08/16/2021 (Attachment B).

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per SAM Section 3620.1 (exceptions are listed in the same manual section).

8. CUSTOMER SERVICE

The Contractor shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

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The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

The Contractor's customer service unit shall respond to all customer inquiries within two (2) business days of initial contact.

Dealer	Contract #	Contact	Phone	Email
~~*[Lithia Nissan of Fresno*~~	~~*1-22-23-23A*~~	~~*Al Pacheco*~~	~~*(559) 440-7946*~~	~~*hpacheco@lithia.com]*~~
Ocean Honda	1-22-23-23B	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Freeway Toyota of Hanford	1-22-23-23C	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Winner Chevrolet	1-22-23-23D	Jerry Powers	(916) 426-5752	jpowers@lasherauto.com
Elk Grove Auto	1-22-23-23E	Jerry Powers	(916) 426-5752	jpowers@lasherauto.com
Downtown Ford Sales	1-22-23-23F	Sandra Scott	(916) 442-9631	sandrascott@fordsacramento.com
Watsonville Fleet Group	1-22-23-23G	Yesenia Covarrubias	(626) 457-5590	yesenia@watsonvillefleetgroup.com
US Fleet Source	1-22-23-23H	Lisa Molino	(626) 344-4285	Info@usfleetsource.com
CA Car Group	1-22-23-23I	Richard M. Slade	(925) 560-4465	RichardMS@cacargroup.com

Note: Ordering agencies are encouraged to have one point of contact for inquiries, quotes, and orders whenever possible. Multiple calls and emails from various requestors for the same information can slow customer service response times.

9. PRODUCT SUBSTITUTIONS

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS Contract Administrator (CA).

10. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Office of Fleet and Asset Management (OFAM) Approval Stamp (State departments only)

2) FI$CAL Purchase Documents

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
~~*[Contract # 1-22-23-23A*~~	~~*U.S. Mail: Lithia Nissan of Fresno 5590 N Blackstone Ave Fresno, CA 93710 Attn: Al Pacheco*~~	~~*Facsimile: N/A*~~	~~*Email: hpacheco@lithia.com]*~~
Contract # 1-22-23-23B	U.S. Mail: Ocean Honda 3801 Soquel Dr Soquel, CA 95073 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-23C	U.S. Mail: Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-23D	U.S. Mail: Winner Chevrolet 8575 Laguna Grove Drive	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com

	Elk Grove, CA 95757 Attn: Jerry Powers		
Contract # 1-22-23-23E	U.S. Mail: Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com
Contract # 1-22-23-23F	U.S. Mail: Downtown Ford Sales 525 N 16th St Sacramento, CA 95811 Attn: Sandra Scott	Facsimile: (916) 491-3138	Email: sandrascott@fordsacramento.com
Contract # 1-22-23-23G	U.S. Mail: Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	Facsimile: (626) 457-5593	Email: yesenia@watsonvillefleetgroup.com
Contract # 1-22-23-23H	U.S. Mail: US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724	Facsimile: (626) 228-3077	Email: info@usfleetsource.com
Contract # 1-22-23-23I	U.S. Mail: CA Car Group 4200 John Monego Ct Dublin, CA 94568 Attn: Richard M. Slade	Facsimile: N/A	Email: RichardMS@cacargroup.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

13. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without OFAM approval stamp
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

14. ORDER ACKNOWLEDMENT

The Contractor will provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within ten (10) calendar days after receipt of an order. The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer
- Anticipated Delivery Date
- Delayed Production Notification (if applicable)
- Discontinued Vehicle Notification (if applicable)

Contractor shall notify the ordering agency of any delays in production or delays in orders being accepted by the manufacturer for any period of time. Contractor shall provide estimated production start date and delivery date.

15. DELAYED PRODUCTION REMEDY

Upon receipt of order acknowledgment identifying a delay in production or orders not being accepted by the manufacturer, the ordering agencies shall have the following options:

- Request back order; or
- Cancel the item from the order with no penalty

16. DISCONTINUED VEHICLE REMEDY

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect DGS approved replacement vehicle; or
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced, and detailed by the delivering Contractor and/or the manufacturer's pre-delivery service center. A copy of the

pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay per Article 14, Order Acknowledgement.

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period per Article 14, Order Acknowledgement.

Caravan or drive-away method of delivery from the factory to a Contractor is not acceptable unless agreed upon by the ordering agency.

Drop ship deliveries shall not be made without prior State inspection. All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank.

Unless pre-arranged between the Contractor and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

**Cab and Chassis trucks may require driving from an out-of-state factory and may exceed the five hundred (500) mile or less expectation. The Contractor shall notify the ordering Department at the time of purchase order execution.

When feasible, Contractor is requested to make deliveries in metropolitan areas during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM PST.

Documents

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN)
- "Line Set Tickets" or "Window (Monroney) Sticker" showing all options installed
- One (1) copy of the warranty, including applicable certificates, cards, etc.
- One (1) copy of the owner's manual.

18. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the Contractor's place of business or as otherwise agreed to by the Contractor and ordering agency.

Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the Contractor will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the Contractor from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the Contractor in an expeditious manner at no expense to the ordering agency.

Inspection by local agencies will be at the Contractor's place of business or as otherwise agreed to by the Contractor and local agency.

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

20. FREE ON BOARD (F.O.B.) DESTINATION

Contractors shall deliver vehicles to State or local agencies located in Sacramento County at no additional cost for delivery. If the Purchase Order indicates delivery outside Sacramento County, the Contractor and agency may negotiate delivery costs. If delivery is subject to an additional delivery charge, it shall be shown as a separate item on the purchase order and invoice.

State departments requesting delivery outside of Sacramento County must contact the Transportation Management Unit for freight rate comparisons to confirm appropriate pricing if the Contractor is delivering the vehicle.

Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

21. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

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22. CONTRACT ADMINISTRATION

The State and the Contractors have assigned Contract Administrators as the single points of contact for problem resolution and related contract issues.

State Contact Information	DGS/PD Contract Administrator
Contact Name:	Frank Martin
Telephone:	(279) 946-8035
Facsimile:	NA
Email:	Frank.Martin@dgs.ca.gov
Address:	DGS/Procurement Division Attn: Frank Martin 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605

Dealer Contact Information	~~*[Lithia Nissan of Fresno Contract # 1-22-23-23A]*~~	**Ocean Honda** Contract # 1-22-23-23B
Contact Name:	~~*[Al Pacheco]*~~	Pat Ireland
Telephone:	~~*[(559) 440-7946]*~~	(559) 707-5735
Facsimile:	~~*[N/A]*~~	(559) 961-4601
Email:	~~*[hpacheco@lithia.com]*~~	patireland1962@yahoo.com
Address:	~~*[Lithia Nissan of Fresno 5590 N Blackstone Ave Fresno, CA 93710]*~~	Ocean Honda 3801 Soquel Dr Soquel, CA 95073

Dealer Contact Information	**Freeway Toyota of Hanford** Contract # 1-18-23-23C	**Winner Chevrolet** Contract # 1-18-23-23D
Contact Name:	Pat Ireland	Jerry Powers
Telephone:	(559) 707-5735	(916) 426-5752
Facsimile:	(559) 961-4601	(916) 421-0149
Email:	patireland1962@yahoo.com	jpowers@lasherauto.com
Address:	Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757

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Dealer Contact Information	**Elk Grove Auto Group** Contract # 1-22-23-23E	**Downtown Ford Sales** Contract # 1-22-23-23F
Contact Name:	Jerry Powers	Sandra Scott
Telephone:	(916) 426-5752	(916) 442-9631
Facsimile:	(916) 421-0149	(916) 491-3138
Email:	jpowers@lasherauto.com	sandrascott@fordsacramento.com
Address:	Elk Grove Auto Group 8575 Laguna Grove Dr Elk Grove, CA 95757	Downtown Ford Sales 525 N 16th St Sacramento, CA 95811

Dealer Contact Information	**Watsonville Fleet Group** Contract # 1-22-23-23G	**US Fleet Source** Contract # 1-22-23-23H
Contact Name:	Yesenia Covarrubias	Lisa Molino
Telephone:	(626) 457-5590	(626) 344-4285
Facsimile:	(626) 457-5593	(626) 416-3064
Email:	yesenia@watsonvillefleetgroup.com	info@usfleetsource.com
Address:	Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801	US Fleet Source 979 S. Village Oaks Drive Covina, Ca 91724

Dealer Contact Information	**CA Car Group** Contract # 1-22-23-23I
Contact Name:	Richard M. Slade
Telephone:	(925) 560-4465
Facsimile:	N/A
Email:	RichardMS@cacargroup.com
Address:	CA Car Group 4200 John Monego Ct Dublin, CA 94568

23. RESTOCKING FEES

The Contractor may impose a restocking fee to the ordering agency on orders cancelled after the order has been placed with the manufacturer: The Contractor shall notify the ordering agency of the order placement per Article 14, Order Acknowledgment.

Re-stocking fees can be no greater than ten percent (10%) of the value of the vehicle being restocked.

24. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

25. PAYMENT

A. Terms

Payment terms for contracts 1-22-23-23 ***B – G*** include a $500 per vehicle discount for payment made within twenty (20) days. Contracts 1-22-23-23 H & I offer no discount. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered, and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Typically, acceptance will be accomplished within twenty (20) business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments may contact the Contractor for copies of the Payee Data Record.

D. State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Contractor will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

26. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. State departments can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3 and SCM-F.

Contractor Name	Seller Permit #
~~*[Lithia Nissan of Fresno*~~	~~*97163762]*~~
Ocean Honda	101-652579
Freeway Toyota	102-659756
Winner Chevrolet	100-208309
Elk Grove Auto Group	100-197237
Downtown Ford Sales	28600344
Watsonville Fleet Group	245364864 101-135239
US Fleet Source	103-097044
CA Car Group	100-214737

27. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles purchased from these contracts. All warranties shall be factory authorized. The warranty shall be

honored by all franchised dealers of the vehicle within the State of California. The Warranty term for the vehicles offered under these contracts shall meet the following (as applicable):

- Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor.
- Power train warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor.
- Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor.

The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/contractor in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Contractor cannot offer independent insurance or statements indicating self insurance. If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

28. REPAIR PARTS

The manufacture of the awarded vehicle(s) should maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back-order items needed to repair an inoperative vehicle including a system to air freight parts at factory

expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g., fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the State Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

29. MAINTENANCE PLAN

A maintenance plan is available for light duty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly scheduled service for a minimum of five (5) years/75,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Equipment and safety inspections

The Maintenance Plan is not required to cover wear items such as brake pads/shoes, wiper blades, etc.

Purchase of the Maintenance Plan is non-mandatory for State departments.

The Maintenance Plan is not applicable to vehicles over 8,500 lbs. GVWR.

30. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form (CIWMB 74) for the Contractor(s) is attached (Attachment C).

31. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

32. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), some Contractors have offered a discount to any interested State of California or local government employee when purchasing a ZEV for personal use. A list of participating

Dealers and vehicles can be found at: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/State-of-California-Green-Fleet-Employee-Pricing-Program

33. ATTACHMENTS

Attachment A – Contract Pricing, ***Supplement 22***
Attachment B – Specification 2310-4181, revised 08/16/2021
Attachment C – Postconsumer Content Certification Workbook
Attachment D – Vehicle Specifications

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: 2024 Consolidated Annual Performance and Evaluation Report (CAPER)

Date: September 9, 2025

Submitted By: Gabrielle de Farcy, Management Analyst
Elizabeth Sorg, Assistant to the City Manager
Andrew Keys, Assistant City Manager

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 2024 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 25, 2025, a draft of the PY 2024 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, at the Rocklin Public Library, and on the City's website. Comments on the draft report were due by the end of the business day, Friday, August 14, 2025. As of the publishing of this report, no comments have been received.

<u>CDBG Standard Entitlement PY 2024 Summary</u>
Total PY 2024 Award: $285,275.00
PY 2023 Carryover: $5,925.35

Activity Name	Amount Budgeted	Amount Expended	Persons Assisted
Accessibility and Safety Projects	$191,354.10	$190,103.00	1,295
Seniors First Senior Nutrition Program	$14,263.75	$14,263.75	97
Stand Up Placer Mental Health Program	$14,263.75	$12,827.87	388
St Vincent de Paul Food Bags Delivery Program	$14,263.75	$14,263.51	61
Planning and Administration	$57,055.00	$57,055.00	N/A
Total:	$291,200.35	$288,513.13	1,841

There are three programs identified in the 2024 Annual Action Plan that were unable to spend the total awarded allocation. Due to HUD's 15% Public Services spending cap in any PY, unspent funds will be reallocated to Public Facilities for the Accessibility and Safety Project identified in the 2025 Annual Action Plan. The unspent funds include:

- PY 2024 Accessibility and Safety Projects - $1,251.10 in unspent funds
- PY 2024 St Vincent de Paul BAGS Nutrition Program - $0.24 in unspent funds
- PY 2024 Stand Up Placer Victim Services Program - $1,435.88 in unspent funds

The combined total of unspent funds that will be carried over to Accessibility and Safety Projects in PY 2025 is $2,687.22.

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

Although not technically a part of the PY 2024 Annual Action Plan, the City is required to provide 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 received $299,113 in a third round of CDBG-CV-3 funding from the CARES Act. The City Council approved the second substantial amendment to the 2020 Annual Action Plan on August 10, 2021. All grant funds were not allocated during that amendment.

The City did not receive any CDBG-CV-2 funds.

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, 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 subrecipients to maximize use of 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. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING STAFF TO SUBMIT THE 2024 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 25, 2025 to August 14, 2025 prior to forwarding the documents to City Council;

WHEREAS, a public hearing was held on September 9, 2025.

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 2024 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 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 9th day of September, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A
2024 CAPER Document

ROCKLIN
CALIFORNIA

Consolidated Annual Performance and Evaluation Report (CAPER)

Program Year 2024-2025

HUD Entitlement: Community Development Block Grant

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 2024 Consolidated Annual Performance and Evaluation Report (CAPER) covers the reporting period from July 1, 2024 to June 30, 2025. It is the fifth and final 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 $285,275 in Community Development Block Grant (CDBG) funds for the 2024 Program Year (PY).

The CAPER identifies programs and activities that the City undertook during the 2024 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 2024 through June 2025.

CARES Act – CDBG-CV-1 and CDBG-CV-3

Although not technically a part of the PY 2024 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 2024/Carry over

There are three programs identified in the 2024 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 2025 Annual Action Plan. The unspent funds include:

- PY 2024 Accessibility and Safety Project – $1,251.10 unspent funds
- PY 2024 St Vincent de Paul BAGS Nutrition Program – $0.24 unspent funds

- PY 2024 Stand Up Placer Victim Services Program – $1,435.88 unspent funds

The combined total of unspent funds that will be carried over to the Accessibility and Safety Project in PY 2025 is $2,687.22

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: $191,354.10	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2303	4,195	182.15%	1295	1295	100.00%
CD2.3: Meet senior nutrition and social needs	Non-Housing Community Development	CDBG: $28,527.50	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	413	527	127.60%	145	158	108.96%
CD2.4: Provide mental health services	Non-Housing Community Development	CDBG: $14,263.75	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	267	1,310	490.64%	50	388	776%

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 2024-2025.

Public facilities activities completed to improve accessibility through installation of ADA improvements on public streets benefitted 1,295 individuals in FY 2024. Public services 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 546 individuals in PY 2024. 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 and therapy services.

During PY 2024, 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.

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	425
Black or African American	37
Asian	11
American Indian or American Native	9
Native Hawaiian or Other Pacific Islander	8
American Indian or Alaskan Native & White	6
Asian & White	2
Black/African American & White	4
Amer. Indian/Alaskan Native & Black/African Amer.	1
Other multi-racial	43
Total	**546**
Hispanic	70
Not Hispanic	476

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

Narrative

In PY 2024, 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, and Stand Up Placer Therapy Services). Nine individuals receiving services from Seniors First declined to state Hispanic or Not Hispanic. The Accessibility and Safety 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	285,275	282,588
Other	public - federal	463,302	0

Table 3 - Resources Made Available

Narrative

The City of Rocklin was awarded $285,275 in Standard CDBG funding in PY 2024. The City has expended $282,587.78 which represents 99% of the total resources available in PY 2024. An additional $5,925.35 in unspent funds from PY 2023 were also expended.

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) in prior Program Years. The City did not expend any additional CDBG-CV funds in PY 2024. The total amount spent in Program Years 2021 through 2024 in CDBG-CV-1 and CDBG-CV-3 funds is $436,168.19, or about 94%.

Rocklin is an "exception grantee" under CDBG regulations that relate to the use of CDBG funds to benefit low- and moderate-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 41.20% for FY 2024. Areas that are within the top quartile of low- and moderate-income households are considered low- and moderate-income areas for the purposes of CDBG funding. The data show that Rocklin has an overall Low- and Moderate- Income (LMI) population of 24.73%. The programs that were funded using CDBG in PY 2024 provided services to seniors and disabled indiviuals, victims of sexual and domestic assault and human trafficking, 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	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	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 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 2016-2020 American Community Survey (ACS) data provided to HUD by the US Census Bureau, the City's "top quartile" is 41.20%.

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 allocated funds from the Low- and Moderate-Income Housing Asset Fund (LMIHA) to The Gathering Inn ($65,000) to fund Homeless Prevention and Rapid Rehousing efforts and The Salvation Army ($12,000) to fund a Rental Assistance Program in PY 2024.

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.

The Sierra College Senior Apartments project 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 Pacific Street Apartments project was approved in early 2025. The Project is a 110-unit affordable multifamily community with a mix of one, two, and three-bedroom units in four (4) three-story apartment buildings, as well as a two-story leasing and amenity building, arranged around the site.

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 145 Section 8 Housing Choice Vouchers throughout PY 2024. Another 90 Section 8 Housing Choice Vouchers were administered for Rocklin by the Placer County Housing Authority for a combined total of 235 Section 8 Housing Choice Vouchers.

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 participate in regular committee meetings organized by the Homeless Resource Council of the Sierras (CoC) and Placer County Health and Human Services (HHS) Department to consider homeless shelter needs and options in the county, as well as strategies to create permanent housing solutions. The purpose of the meetings 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. 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) and othersimilar planning endeavors to address homelessness.

A collaborative local government subcommittee 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 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 providers.

City of Rocklin Police Department and Code Enforcement also have 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 service provides a consistent location to access resources 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. The City of Rocklin awarded The Salvation Army $12,500 in Low- and Moderate-Income Housing Asset (LMIHA) Funds in PY 2024 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 2025. 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 28, 2025. There were 293 sheltered and 418 unsheltered for a total of 711 homeless persons counted throughout Placer County as a whole (including all incorporated Cities). Countywide numbers in 2025 were up slightly compared to the 702 individuals that were reported Countywide in 2024. In the City of Rocklin specifically, in 2024 there were 13 sheltered and 26 unsheltered homeless individuals; in 2025 there were 29 sheltered and 13 unsheltered individualsfor a total of 42 homeless persons, which is an increase from the 39 counted in 2024. However, these numbers indicate that more people are moving into shelter with a 50% reduction in unsheltered individuals and a 55% increase in sheltered individuals when comparing 2024 to 2025.

Addressing the emergency shelter and transitional housing needs of homeless persons

In PY 2024, 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, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again. The Gathering Inn served 35 individuals between July 1, 2024 and June 30, 2025 and provided 4380 bednights. 12 individuals secured permanent housing and 8 individuals secured employment. The CoC evaluates services and identifies gaps in homeless services at least annually.

Partnership with The Gathering Inn is one way the City meets 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 231 emergency beds in PY 2024 provided by the following emergency shelters:

- Advocates for Mentally Ill Housing (8)
- Stand Up Placer (29)
- VOA (19)
- 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

A comprehensive Housing Resources Guide is made available on the City's website and provided by City staff via email to anyone who contacts the City in need of resources. 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 also participates in the 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 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 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, facilitating access for homeless individuals and families to affordable

housing units, and preventing 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 2024, 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 deed-restricted condominiums are 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 incentive program that features fee reductions, fee deferrals, and City loans 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 2024 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 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 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 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 2024, 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.

$12,500 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 oversite 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 information is made available to the public. Housing Division staff continues to further their knowledge of fair housing laws and issues. 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 2024. In May of 2025, City staff conducted an on-sight monitoring visit to Seniors First (2024 Standard CDBG Senior Nutrition Program).

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 25, 2025 through August 14, 2025) and anticipated public hearing date of September 9, 2025 was published in the Placer Herald newspaper on July 25, 2025.

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 2024 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 August 14, 2025. No comments were received as of preparing this report.

The CAPER will be submitted to HUD by September 28, 2025 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 three 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 Accessibility and Safety Project identified in the 2024 Annual Action Plan.

In PY 2023 there was carry over funds to PY 2024. The Public Services Accessibility and Safety Project had $1,480.96 in unspent funds, the KidsFirst Program had $4,440.59 unspent funds and the Seniors First Program had $3.80 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 2024. Therefore, the above section does not apply.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Proposition 50 (Congressional Redistricting)

Date: September 9, 2025

Submitted By: David Bass, Vice Mayor

Department: City Council

Recommendation:
Discuss Proposition 50 (Congressional Redistricting), which is set to appear on the November 4, 2025 Statewide Special Election Ballot, and Provide Direction to Staff.

Background:
Vice Mayor Bass has requested that a discussion item be placed on the City Council Meeting agenda for the purpose of discussing Proposition 50 (Congressional Redistricting), which is set to appear on the November 4, 2025 Statewide Special Election Ballot.