CALL SPECIAL MEETING TO ORDER
1. Roll Call: Council Members: Daniels, Middleton, Miller, Slowey, Bruins

PUBLIC COMMENT
Under Government Code Section 54954.3, members of the audience may address the Council on any item of interest to the public and within the Council’s purview, or on any Agenda Item before or during the Council’s consideration of the Item. If you wish to address the Council during the meeting, please fill out a Speaker Identification Sheet and give it to the City Clerk. When you are called upon to speak, step forward to the podium and state your name for the record. Normally, speakers are limited to five minutes each with 30 minutes being allowed for all comments. Any public comments beyond the initial 30 minutes may be heard at the conclusion of the agenda. The Mayor has the discretion to lengthen or shorten the allotted times.

CLOSED SESSION
2. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation Government Code Section 54956.9 (D) (1) Middleton V. Van (Sacramento County Superior Court, Case No. 34-80002972)

ADJOURNMENT

CALL REGULAR MEETING TO ORDER
1. Flag Salute

2. Roll Call: Council Members: Daniels, Middleton, Miller, Slowey, Bruins

3. Video Statement

APPROVAL OF AGENDA

PRESENTATIONS

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

PUBLIC COMMENT
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CONSENT CALENDAR
It is recommended that all consent items be acted on simultaneously unless separate discussion and/or action is requested by a Council Member.

4. SUBJECT: Approval Of Minutes
   RECOMMENDATION: Approve the Minutes of the Regular Meeting of Thursday, January 10, 2019 and Special/Regular Meeting of Thursday, January 24, 2019

5. SUBJECT: Audited Financial Statements And Compliance Report For Transportation Development Act Funds - Annual Street Report
   STAFF REPORT: R. Rivera / T. Nossardi
   RECOMMENDATION: Staff Recommend the City Council Accept and File the City of Citrus Heights Transportation Development Act Funds (Annual Street Report) Audited Financial Statements and Compliance Report for Fiscal Year Ended June 30, 2018

6. SUBJECT: Quarterly Treasurer’s Report
   STAFF REPORT: R. Rivera
   RECOMMENDATION: Staff Recommends the City Council Receive and File the Quarterly Treasurer’s Report for the Quarter Ending December 31, 2018

7. SUBJECT: Multi Modal Transportation Safety Program Award Of Contract For Professional Services To Steer
   STAFF REPORT: R. Sherman / M. Poole
   RECOMMENDATION: Adopt Resolution No. 2019- ____; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Contract with Steer to Provide Professional Services for the ‘Multi Modal Transportation Safety Program’

PUBLIC HEARINGS

REGULAR CALENDAR

8. SUBJECT: Amendments To The Citrus Heights Municipal Code To Add Planning Commission Member Residency Requirement
   STAFF REPORT: A. Van
   RECOMMENDATION: Staff Recommends the City Council Introduce for a First Reading Ordinance No. 2019- ____; an Ordinance of the City Council of the City of Citrus Heights, California, Amending Section 2-269 of the Citrus Heights Municipal Code regarding the Composition of the Planning Commission

DEPARTMENT REPORTS

9. SUBJECT: Redesigned Website
   DEPARTMENT: City Clerk’s Office

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

ADJOURNMENT
CALL SPECIAL MEETING TO ORDER

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CLOSED SESSION

2. CONFERENCE WITH LEGAL COUNSEL

ADJOURNMENT

CALL REGULAR MEETING TO ORDER

1. Flag Salute

2. Roll Call: Council Members: Daniels, Middleton, Miller, Slowey, Bruins

3. Video Statement

APPROVAL OF AGENDA

PRESENTATIONS

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

PUBLIC COMMENT

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STAFF REPORT: R. Rivera / T. Nossardi

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PUBLIC HEARINGS

REGULAR CALENDAR

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STAFF REPORT: A. Van

RECOMMENDATION: Staff Recommends the City Council Introduce for a First Reading Ordinance No. 2019____, and Waive the Reading of the Entire Ordinance, an Ordinance of the City of Citrus Heights, Amending Section 2-269 of the Citrus Heights Municipal Code regarding the Composition of the Planning Commission

DEPARTMENT REPORTS

9. SUBJECT: Redesigned Website

DEPARTMENT: City Clerk's Office

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

ADJOURNMENT

Documents:
CITY OF CITRUS HEIGHTS
CITY COUNCIL
Special/Regular Meeting of Thursday, February 14, 2019
City Hall Council Chambers
6360 Fountain Square Dr., Citrus Heights, CA
Special Meeting 6:30 p.m.
Regular Meeting 7:00 p.m.

PLEASE NOTE: The Council may take up any agenda item at any time, regardless of the order listed. Action may be taken on any item on the agenda. The City Council has established a procedure for addressing the Council. Speaker Identification Sheets are provided on the table inside the Council Chambers. If you wish to address the Council during the meeting, please complete a Speaker Identification Sheet and give it to the City Clerk. So that everyone who wishes may have an opportunity to speak, there is a five-minute maximum time limit when addressing the Council. Audio/Visual presentation material must be provided to the City Clerk’s Office at least 48 hours prior to the meeting.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall located at 6360 Fountain Square Drive, Citrus Heights during normal business hours. Email subscriptions of the agenda are available online by signing up with the City’s Notify Me service.

City Council meetings are televised live on Metro Cable 14, the government affairs channel on the Comcast, Consolidated Communications, and AT&T Uverse cable systems and replayed on the following Monday at 9:00 a.m. Meetings are also webcast live at www.citrusheights.net.

The Agenda for this meeting of the City Council for the City of Citrus Heights was posted in the following listed sites before the close of business at 5:00 p.m. on the Friday preceding the meeting.

1. City of Citrus Heights, 6360 Fountain Square Drive, Citrus Heights, CA
2. Rusch Park Community Center, 7801 Auburn Boulevard, Citrus Heights, CA
3. Sacramento County Library, Sylvan Oaks Branch, 6700 Auburn Blvd., Citrus Heights, CA

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk’s Office 916-725-2448, 6360 Fountain Square Drive at least 48 hours prior to the meeting. TDD: California Relay Service 7-1-1.

February 8, 2019

Amy Van, City Clerk

Printed on Recycled Paper
CALL SPECIAL MEETING TO ORDER

1. Roll Call: Council Members: Daniels, Middleton, Miller, Slowey, Bruins

PUBLIC COMMENT

CLOSED SESSION

2. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation
   Government Code Section 54956.9 (d) (1)
   Middleton v. Van (Sacramento County Superior Court, Case No. 34-2018-80002972)

ADJOURMENT

REGULAR MEETING

CALL REGULAR MEETING TO ORDER

1. Flag Salute

2. Roll Call: Council Members: Daniels, Middleton, Miller, Slowey, Bruins

3. Video Statement

APPROVAL OF AGENDA

PRESENTATIONS

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

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CONSENT CALENDAR

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DEPARTMENT REPORTS

9. SUBJECT: Redesigned Website
DEPARTMENT: City Clerk’s Office
CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS

ADJOURNMENT
CALL SPECIAL MEETING TO ORDER

The special meeting was called to order at 6:30 p.m. by Mayor Bruins.

1. Roll Call: Council Members present: Daniels, Middleton, Miller, Slowey, Bruins
Council Members absent: None
Staff present: Boyd, Sherman, Ziegler, and department directors.

PUBLIC COMMENT

None

CLOSED SESSION

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation Pursuant to Government Code Section 54956.9 (d)(2)
1 Case

There was no reportable action from closed session.

ADJOURNMENT

Mayor Bruins adjourned the special meeting at 6:55 p.m.

CALL REGULAR MEETING TO ORDER

The regular council meeting was called to order at 7:00 p.m. by Mayor Bruins.

1. The Flag Salute was led by Mayor Bruins.

2. Roll Call: Council Members present: Daniels, Middleton, Miller, Slowey, Bruins
Council Members absent: None
Staff present: Bermudez, Boyd, Cotter, Hodgkins, McDuffee, Tillery, Van, and department directors.

3. The video statement was read by City Clerk Tillery.

APPROVAL OF AGENDA

ACTION: On a motion by Vice Mayor Slowey, seconded by Council Member Miller, the City Council approved the agenda.

AYES: Daniels, Middleton, Miller, Slowey, Bruins
PRESENTATIONS

4. Recognition of Outgoing Mayor Steve Miller

Mayor Bruins presented Steve Miller with a plaque and photo book in recognition of his service as Mayor in 2018.

5. Presentation by the Sacramento County Grand Juror’s Association

President of the Grand Juror’s Association Patricia Gayman provided an overview of the Grand Jury.

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

Council Member Daniels had no comments or updates.

Vice Mayor Slowey commended city staff, the Citrus Heights Police Department, Sunrise Recreation & Park District, Orangevale Recreation & Park District, and the Sacramento County Sheriff’s Department for conducting a public meeting that was held for the Electric Greenway Trail Project.

Council Member Middleton had no comments or updates.

Council Member Miller had no comments or updates.

Mayor Bruins provided a report from the Sacramento Regional County Sanitation District board meeting.

PUBLIC COMMENT

Arthur Ketterling had questions about recycling changes within the city.

Jayna Karpinski-Costa provided a report from the Sylvan Old Auburn Road Association.

Sue Stack expressed safety concerns regarding Paradise Oaks Youth Services.

Joleen Hotter expressed safety concerns regarding Paradise Oaks Youth Services.

David Warren spoke in opposition of district-based elections.

CONSENT CALENDAR

6. **SUBJECT**: Approval of Minutes
RECOMMENDATION: Approve the Minutes of Special Meeting of Tuesday, December 4, 2018 Strategic Planning Retreat and the Minutes of the Special/Regular Meeting of Thursday, December 13, 2018.

7. SUBJECT: Second Reading – Amendment to Chapter 102, Article II of the Citrus Heights Municipal Code Regarding Street and Landmark Trees
STAFF REPORT: R. Sherman / A. Bermudez
RECOMMENDATION: Adopt Ordinance No. 2018-009; An Ordinance of the City of Citrus Heights Amending Article II of Chapter 102 of the City of Citrus Heights Municipal Code Regarding Street Trees and Landmark Trees

8. SUBJECT: Mariposa Avenue Safe Routes to School Project – Phase 3
Approval of Caltrans Program Supplement Agreement
STAFF REPORT: R. Sherman / S. Hodgkins
RECOMMENDATION: Adopt Resolution No. 2019-001; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute the Program Supplement Agreement for the Mariposa Avenue Safe Routes to School Phase 3 Project

9. SUBJECT: Sunrise Boulevard Complete Streets Improvement Project – Phase 2A
Final Acceptance – City PN 20-14-002
STAFF REPORT: R. Sherman / S. Hodgkins
RECOMMENDATION: Adopt Resolution No. 2019-002; A Resolution of the City Council of the City of Citrus Heights, California, Accepting the Sunrise Boulevard Complete Streets Improvement Project, Phase 2A as Complete and Authorizing the City Engineer to Record a Notice of Completion and Release the Contract Retention

10. SUBJECT: Comprehensive Annual Financial Report
STAFF REPORT: R. Rivera / T. Nossardi
RECOMMENDATION: Staff Recommends the Council Accepts and Files the City of Citrus Heights Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended June 30, 2018

11. SUBJECT: 2018 Residential Street Resurfacing Project Final Acceptance – City PN 22-18-001
STAFF REPORT: R. Sherman / S. Hodgkins
RECOMMENDATION: Adopt Resolution No. 2019-003; A Resolution of the City Council of the City of Citrus Heights, California, Accepting the 2018 Residential Street Resurfacing Project as Complete and Authorizing the City Engineer to Record a Notice of Completion and Release the Contract Retention

12. SUBJECT: Approval of a Memorandum of Understanding with the Citrus Heights Police Employees Association
STAFF REPORT: R. Rivera
RECOMMENDATION: Adopt Resolution No. 2019-005; A Resolution of the City Council of the City of Citrus Heights, California, Adopting a Memorandum of Understanding with the Citrus Heights Police Employees Association (CHPEA)
13. **SUBJECT:** Renewal of Contract with Phoenix Group for Citation Processing and Collection Management  
**STAFF REPORT:** R. Lawrence / J. Russo  
**RECOMMENDATION:** Adopt Resolution No. 2019-004; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Contract with Phoenix Group Information’s Systems for Parking Citation Processing Services and Collections

**ACTION:** On a motion by Council Member Miller, seconded by Vice Mayor Slowey, the City Council adopted Consent Calendar items 6, 7, 8, 9, 10, 11, 12 and 13.

**AYES:** Daniels, Middleton, Miller, Slowey, Bruins  
**NOES:** None  
**ABSENT:** None

**PUBLIC HEARING**

14. **SUBJECT:** Sunrise Pointe Multi-Family Affordable Housing Project  
7424 Sunrise Boulevard, Design Review Permit DRP-18-10  
**STAFF REPORT:** R. Sherman / C. McDuffee / A. Bermudez  
**RECOMMENDATION:** The Planning Commission Recommends the Following:

**Motion:** Adopt Resolution No. 2019-006, As Shown in Attachment 1A, a Resolution of the City of Citrus Heights, to do the Following:

a) Find the Project is Categorically Exempt from the California Environmental Quality Act Based upon Section 15332 and Section 15194;

b) Deny the Granting of one Concession to Allow Parking Within a Required Setback as it is not Needed to Provide for Affordable Housing Costs; and

c) Approve the Design Review Permit with an Amended Site Plan Removing the Parking from Within the Required Setback Based Upon the Findings Listed in the Resolution and the Conditions of Approval Provided as Exhibit A

**Motion (Alternate):** Move to approve Resolution No. 2019-006, as Shown in Attachment 1B, a Resolution of the City of Citrus Heights, to do the Following:

a. Find the Project is Categorically Exempt from the California Environmental Quality Act Based upon Section 15332 and Section 15194;

b. Grant the Concession to Allow Parking Within a Required Setback for the Reasons Listed in the Resolution;

c. Approve the Design Review Permit Based upon the Findings Listed in the Resolution and the Conditions of Approval Provided as Exhibit A.

d. Authorize the City Manager to Execute an Affordable Housing Agreement.
Associate Planner Bermudez introduced the Sunrise Pointe project proposed by Jamboree Housing Corporation and TLCS, Incorporated. It is a 47 unit affordable multi-family housing project that is located on a 2.5 acre vacant lot on the east side of Sunrise Boulevard, north of Oak Ave. and south of Old Auburn Road. Sunrise Pointe will provide permanent affordable housing for persons and families through a variety of programs such as No Place Like Home, McKinney-Vento or a project based Housing Choice Voucher program operated by the Sacramento Housing and Redevelopment Agency. TLCS will provide both on-site and off-site staffing whose role will be to coordinate and provide a comprehensive range of support services for all tenants. The services will help residents work towards independence and stability. The Sunrise Pointe development is made up of two residential buildings totaling 46 rental units and one manager apartment. The site will also provide a variety of outdoor and indoor amenities. Indoor amenities include a large multi-purpose room, space for an afterschool program and rooms for group and individual meetings. The outdoor amenities for the community include a landscaped courtyard activated with an outdoor lounge area, a tot lot, and an outdoor BBQ and picnic area.

She provided a review of the requested concession from the applicant.

Mayor Bruins opened the public hearing at 8:20 p.m.

Public Comment

Jamboree Housing Senior Vice President Michael Massie provided an overview of their company and the services they offer.

TLCS Executive Director Erin Johansen provided an overview of their non-profit organization and the services they offer.

David Warren spoke in support of the Sunrise Pointe affordable housing project.

Nancy Graham had questions about the project and the Regulatory Agreement with Restrictive Covenants with Jamboree Housing.

Development Specialist Cotter responded to questions.

Stan Munoz spoke in support of the Sunrise Pointe affordable housing project.

Julie Mallory and John Otter expressed concerns with the setback of the project, landscape maintenance, and privacy for surrounding neighborhoods from the third-story level section of the project.

James Clark expressed concerns with CEQA exemption and the concession to allow parking within a required setback, and the project’s landscape.

Garren Bratcher spoke in support of the Sunrise Pointe affordable housing project.

Kathy Morris spoke on behalf of Neighborhood Association Area 7/8 and said the Association is impressed with the professionalism of the developers; however their primary concern is that the facility gives priority to current residents of Citrus Heights.
Zack Mathis spoke in opposition of the project and expressed traffic concerns.

Noise consultant Jonathan Lopez address prior comments regarding condenser/air conditioner and construction noise.

Lakrisha spoke in opposition of the Sunrise Pointe affordable housing project.

Kathilynn Carpenter on behalf of Citrus Heights HART spoke in support of the Sunrise Pointe affordable housing project.

David Otter spoke in opposition of the Sunrise Pointe affordable housing project.

Melissa Baker spoke in support of the Sunrise Pointe affordable housing project.

Jamboree Housing Senior Vice President Michael Massie responded to questions raised during public comment.

TLCS Executive Director Erin Johansen responded to questions raised during public comment.

Mayor Bruins closed the public hearing at 9:37 p.m.

Council Member comments and questions followed.

Planning Manager McDuffee and Associate Planner Bermudez clarified the following requested changes based on comments by Council Members as follows:

1. The dog park shall be removed from the project;
2. The number of parking spaces shall be reduced as authorized for affordable housing projects under State Law. The total number of spaces to be reduced must be approved by the Planning Division. The removal of spaces shall be from the areas adjacent to the existing residentially zoned properties. The parking lot design shall be reconfigured to include a variety of methods (i.e. compact spaces, parallel spaces, etc.) to increase the setback area between the property line of the existing residential properties and the parking spaces to the fullest extent possible
3. The height of the wall should be increased to 8-feet in all locations.
4. A condition requiring, to the best extent possible, in the final landscape plan it is designed that more mature trees are included.

The City Council approved Resolution No. 2019-006 with the following motions:

**ACTION:** On a motion by Vice Mayor Slowey, seconded by Council Member Middleton, the City Council found the Project is Categorically Exempt from the California Environmental Quality Act Based upon Section 15332 and Section 15194.

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<tr>
<th>AYES</th>
<th>Daniels, Middleton, Miller, Slowey, Bruins</th>
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<tbody>
<tr>
<td>NOES</td>
<td>None</td>
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<td>ABSENT</td>
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ACTION: On a motion by Vice Mayor Slowey, seconded by Council Member Miller, the City Council granted the concession to allow parking within a Required Setback for the Reasons Listed in the Resolution with revised conditions of approval as stated.

AYES: Middleton, Miller, Slowey, Bruins
NOES: Daniels
ABSENT: None

ACTION: On a motion by Vice Mayor Slowey, seconded by Council Member Middleton, the City Council approved the Design Review Permit Based upon the Findings Listed in the Resolution and the Conditions of Approval Provided as Exhibit A with revised conditions of approval as stated.

AYES: Daniels, Middleton, Miller, Slowey, Bruins
NOES: None
ABSENT: None

ACTION: On a motion by Vice Mayor Slowey, seconded by Mayor Bruins, the City Council Authorized the City Manager to Execute an Affordable Housing Agreement.

AYES: Daniels, Middleton, Miller, Slowey, Bruins
NOES: None
ABSENT: None

REGULAR CALENDAR

15. SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute a Regulatory Agreement with Restrictive Covenants with Jamboree Housing Corporation and Approving a $1,300,000 HOME Investment Partnerships Program Fund Allocation Related to the Sunrise Pointe Apartments at 7424 Sunrise Blvd

STAFF REPORT: R. Sherman / S. Cotter

RECOMMENDATION: Adopt Resolution No. 2019-007; A Resolution of the City Council of the City of Citrus Heights, California Authorizing the City Manager to Execute a Regulatory Agreement with Restrictive Covenants with Jamboree Housing Corporation and Approving a $1,300,000 Home Investment Partnerships Program Fund Allocation Related to the Sunrise Pointe Apartments at 7424 Sunrise Blvd

Development Specialist Cotter noted that the entire Sunrise Pointe Home apartment project is estimated to cost $23,000,000. There are a total of five funding sources that Jamboree Housing Corporation is currently pursuing for this project. The project will leverage private investment along with the local, state, and federal funds. The city receives annual allocation of federal HOME funds. The funds may only be used for specific activities that improve affordable housing opportunities. The Sacramento Housing and Redevelopment Agency accepts and reviews applications for HOME-eligible projects within Citrus Heights. There is no impact to the city’s General Fund associated with this action. This action would allocate $1,300,000 in HOME funds for use within the City of Citrus Heights to Jamboree Housing Corporation for construction and permanent financing of the Sunrise Pointe Apartments at 7424 Sunrise Blvd. The proposed commitment of $1.3 million in HOME funds will utilize all existing funds in the Citrus Heights HOME allocation through fiscal year 2019.
Sacramento Housing and Redevelopment Agency Finance Manager Victoria Johnson provided an overview on the project funds.

**ACTION:** On motion by Vice Mayor Slowey, seconded by Council Member Middleton, the City Council adopted Resolution No. 2019-007; A Resolution of the City Council of the City of Citrus Heights, California Authorizing the City Manager to Execute a Regulatory Agreement with Restrictive Covenants with Jamboree Housing Corporation and Approving a $1,300,000 Home Investment Partnerships Program Fund Allocation Related to the Sunrise Pointe Apartments at 7424 Sunrise Blvd.

AYES: Daniels, Middleton, Miller, Slowey, Bruins
NOES: None
ABSENT: None

16. **SUBJECT:** City Manager Compensation Adjustment  
**STAFF REPORT:** R. Ziegler  
**RECOMMENDATION:** Adopt Resolution No. 2019-008; A Resolution of the City Council of the City of Citrus Heights, California, Approving a Compensation Adjustment for the City Manager

Public Comment

Oleg Shishko spoke in opposition of approving a compensation adjustment for the City Manager.

Mayor Bruins read the following statement “This item is a recommendation to approve an increase to the City Manager’s salary by 3% effective January 6, 2019.”

**ACTION:** On a motion by Vice Mayor Slowey, seconded by Council Member Miller, the City Council Adopted Resolution No. 2019-008; A Resolution of the City Council of the City of Citrus Heights, California, Approving a Compensation Adjustment for the City Manager.

AYES: Middleton, Miller, Slowey, Bruins
NOES: Daniels
ABSENT: None

17. **SUBJECT:** Update Regarding the Status of the ADA Transition Plan  
**STAFF REPORT:** A. Van / S. Hodgkins  
**RECOMMENDATION:** Staff Recommends the City Council Receive and File the Report on the Status of the ADA Transition Plan

City Clerk Van and City Engineer Hodgkins provided an overview of the progress of the ADA Transition Plan. A number of public and private projects have been constructed throughout the city. These projects have resulted in the removal/correction of numerous barriers to accessibility identified in the city’s ADA Transition Plan. Since the adoption of the plan in 2010, the city has completed 27 capital improvement projects totaling approximately $50 million. Of this amount, approximately $5.9 million was spent directly on ADA related improvements including ADA compliant sidewalk, curb access ramps, traffic signal accessibility upgrades, and bus stops.
ACTION: On a motion by Vice Mayor Slowey, seconded by Council Member Miller, the City Council received and filed the report on the status of the ADA Transition Plan.

AYES: Daniels, Middleton, Miller, Slowey, Bruins
NOES: None
ABSENT: None

18. SUBJECT: Appointments to Regional Boards and Committees

STAFF REPORT: A. Van

RECOMMENDATION: Following Council Discussion, Staff Recommends that the City Council Ratify the Appointments by Adopting the following:

   a. Resolution No. 2019 - 009; A Resolution of the City Council of the City of Citrus Heights, California, Appointing a Citrus Heights Member to Serve as the Representative on the Sacramento Metropolitan Air Quality Management District (SMAQMD) Board of Directors, and Appointing a Member to Serve as the Alternate;

   b. Resolution No. 2019 - 010; A Resolution of the City Council of the City of Citrus Heights, California, Appointing a Citrus Heights Member to Serve as the Representative on the Sacramento Regional County Sanitation District (SRCSD) and Sacramento Area Sewer District (SASD) Boards of Directors, and Appointing a Member to Serve as the Alternate;

   c. Resolution No. 2019 - 011; A Resolution of the City Council of the City of Citrus Heights, California, Appointing a Citrus Heights Member to Serve as the Representative on the Sacramento Transportation Authority (STA), and Appointing a Member to Serve as the Alternate; and

   d. Resolution No. 2019 - 012; A Resolution of the City Council of the City of Citrus Heights, California, Appointing a Citrus Heights Member to Serve as a Director to the Sacramento Area Council of Governments (SACOG) Board of Directors, and Appointing a Member to Serve as the Alternate

Mayor Bruins announced the appointments to the following regional boards and commissions:

Sacramento Metropolitan Cable Television Commission
   Porsche. Middleton
   Steve Miller (Alternate)

Sacramento Public Library Authority
   Jeff Slowey
   Porsche Middleton (Alternate)

Sacramento Area Sewer District
   Jeannie Bruins
   Bret Daniels (Alternate)

Sacramento Regional County Sanitation District
   Jeannie Bruins
   Bret Daniels (Alternate)

Sacramento Transportation Authority
   Steve Miller
   Porsche Middleton (Alternate)
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<thead>
<tr>
<th>Liaisons to Local Entities</th>
<th>Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education and Community Programs</td>
<td>Jeannie Bruins, Jeff Slowey</td>
</tr>
<tr>
<td>Sacramento Metropolitan Fire District</td>
<td>Jeff Slowey, Porsche Middleton</td>
</tr>
<tr>
<td>Inter-governmental Relations</td>
<td>Steve Miller, Bret Daniels</td>
</tr>
<tr>
<td>Sunrise MarketPlace</td>
<td>Jeannie Bruins, Steve Miller</td>
</tr>
<tr>
<td>Mayors’ &amp; Board Chair Forum Collaborative</td>
<td>Jeannie Bruins, Jeff Slowey</td>
</tr>
</tbody>
</table>

**Council Ad Hoc Subcommittees**

<table>
<thead>
<tr>
<th>Subcommittees</th>
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<tbody>
<tr>
<td>Finance/Administration</td>
<td>Jeff Slowey, Steve Miller</td>
</tr>
<tr>
<td>Quality of Life</td>
<td>Jeannie Bruins, Porsche Middleton</td>
</tr>
</tbody>
</table>

**ACTION:** On a motion by Vice Mayor Slowey, seconded by Council Member Middleton, the City Council adopted:

1. Resolution No. 2019-009; A Resolution of the City Council of the City of Citrus Heights, California, Appointing a Citrus Heights Member to Serve as the Representative on the Sacramento Metropolitan Air Quality Management District (SMAQMD) Board of Directors, and Appointing a Member to Serve as the Alternate;

2. Resolution No. 2019-010; A Resolution of the City Council of the City of Citrus Heights, California, Appointing a Citrus Heights Member to Serve as the Representative on the Sacramento Regional County Sanitation District (SRCSD) and Sacramento Area Sewer District (SASD) Boards of Directors, and Appointing a Member to Serve as the Alternate;
c. Resolution No. 2019-011; A Resolution of the City Council of the City of Citrus Heights, California, Appointing a Citrus Heights Member to Serve as the Representative on the Sacramento Transportation Authority (STA), and Appointing a Member to Serve as the Alternate; and

d. Resolution No. 2019-012; A Resolution of the City Council of the City of Citrus Heights, California, Appointing a Citrus Heights Member to Serve as a Director to the Sacramento Area Council of Governments (SACOG) Board of Directors, and Appointing a Member to Serve as the Alternate

   AYES:    Daniels, Middleton, Miller, Slowey, Bruins
   NOES:    None
   ABSENT:  None

19. **SUBJECT:** City Board and Commission Appointments

   **STAFF REPORT:** A. Van

   **RECOMMENDATION:** Staff Recommends:

   a. Mayor Jeannie Bruins, and Council Members Steve Miller and Porsche Middleton Nominate One Regular Member to Serve on the Planning Commission Whose Appointments are Subject to Ratification by the City Council; and

   b. City Council, by Majority Vote, Appoint Individuals for the Remaining At-Large Appointments to the Planning Commission and Construction Board of Appeals.

City Clerk van presented the staff report.

Council Member Middleton announced her nomination of Andrew Van Duker as a regular member to the Planning Commission.

Council Member Miller announced his nomination of Janelle Ingle as a regular member to the Planning Commission.

Mayor Bruins announced her nomination of Marcelle Flowers as a regular member to the Planning Commission.

Public Comment

Marcelle Flowers thanked the City Council for the opportunity to serve on the Planning Commission.

**ACTION:** On a motion by Vice Mayor Slowey, seconded by Mayor Bruins, the City Council ratified the appointments of Andrew Van Duker, Janelle Ingle and Marcelle Flowers to Serve on the Planning Commission for the term of January 10, 2019 to December 31, 2022.

   AYES:    Daniels, Middleton, Miller, Slowey, Bruins
   NOES:    None
   ABSENT:  None
ACTION: On a motion by Vice Mayor Slowey, seconded by Council Member Miller, the City Council appointed Thomas Scheeler as At-Large Members of the Planning Commission for a term of January 10, 2019 to December 31, 2020.

AYES: Daniels, Middleton, Miller, Slowey, Bruins
NOES: None
ABSENT: None

ACTION: On a motion by Council Member Daniels, seconded by Council Member Middleton, the City Council appointed Jack Duncan as At-Large Members of the Planning Commission for a term of January 10, 2019 to December 31, 2020.

AYES: Daniels, Middleton, Miller, Slowey, Bruins
NOES: None
ABSENT: None

ACTION: On a motion by Vice Mayor Slowey, seconded by Council Member Miller, the City Council appointed Jacob Marks and Manuel Salazar as At-Large members of the Construction Board of Appeals for a term of January 10, 2019 to December 31, 2020.

AYES: Daniels, Middleton, Miller, Slowey, Bruins
NOES: None
ABSENT: None

20. SUBJECT: California Voting Rights Act Demand Letter and Proposed Actions

STAFF REPORT: C. Boyd

RECOMMENDATION: Adopt Resolution No. 2019-013; A Resolution of the City Council of the City of Citrus Heights, California, Declaring it’s Intent to Initiate Procedures to Transition from At-Large Elections to District-Based Elections Pursuant to California Elections Code Section 10010 and Authorizing Related Actions

City Attorney Ziegler stated that on December 3, 2018, the City of Citrus Heights received a certified demand letter from the law firm of Shenkman & Hughes alleging that the city’s method of at-large voting violated the California Voting Rights Act ("CVRA"). The letter demands the city move away from its current method of at-large voting. The Shenkman letter claimed the city’s current at-large election system diluted the ability of Latino voters (a “protected class” under the CVRA) to elect candidates of their choice or otherwise influence the outcome of City Council elections. The City’s current at-large election system allows voters from the entire city to choose each of the five council members. In a district-based election system, the city would be divided into separate districts with one councilmember residing in each district and voters would vote every four years for a single council member residing in their district rather than voting every two years for either two or three councilmembers representing the entire city. Staff are unaware of any cities or other jurisdictions that have successfully defended alleged violations of the California Publics Right Act. She provided an overview on the transition process to by-district elections.

Public Comment

Aaron Miner informed the City Council of the ranked choice voting system.
Council comments followed.

**ACTION:** On a motion by Vice Mayor Slowey, seconded by Council Member Miller, the city Council Adopt Resolution No. 2019-013; A Resolution of the City Council of the City of Citrus Heights, California, Declaring its Intent to Initiate Procedures to Transition from At-Large Elections to District-Based Elections Pursuant to California Elections Code Section 10010 and Authorizing Related Actions.

- **AYES:** Daniels, Middleton, Miller, Slowey, Bruins
- **NOES:** None
- **ABSENT:** None

**DEPARTMENT REPORTS**

None

**CITY MANAGER ITEMS**

City Manager Boyd noted that between November 9 – December 9, the Citrus Heights Police Department have sent 43 deployment shifts to help provide mutual aid for the wildfires. He is also a part of an Advisory Committee that helps provide support and services to the city of Paradise.

**ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS**

None

**ADJOURNMENT**

The Mayor adjourned the regular meeting at 11:14 p.m.

Respectfully submitted,

Amy Van, City Clerk
CALL SPECIAL MEETING TO ORDER

The special meeting was called to order at 5:00 p.m. by Mayor Bruins.

1. Roll Call: Council Members present: Daniels, Middleton, Miller, Bruins
   Council Members absent: Slowey
   Staff present: Boyd, Rivera, Van, Ziegler and department directors.

PUBLIC COMMENT

None

STUDY SESSION

2. AB 1234 Mandated Ethics Training for Legislative Body Members
   City Attorney Ziegler provided AB 1234 Ethics Training.

ADJOURNMENT

Mayor Bruins adjourned the special meeting at 6:55 p.m.

CALL REGULAR MEETING TO ORDER

The regular council meeting was called to order at 7:00 p.m. by Mayor Bruins.

1. The Flag Salute was led by Mayor Bruins.

2. Roll Call: Council Members present: Daniels, Middleton, Miller, Bruins
   Council Members absent: Slowey
   Staff present: Boyd, Frey, Rivera, Van, Ziegler and department directors.

3. The video statement was read by City Clerk Van.

APPROVAL OF AGENDA

ACTION: On a motion by Council Member Miller, seconded by Council Member Middleton, the City Council approved the agenda.

   AYES: Daniels, Middleton, Miller, Bruins
   NOES: None
   ABSENT: Slowey
PRESENTATIONS

4. Recognition of the Recycling Poster Contest Winners

Annah Rulon with Republic Services highlighted this year’s annual poster contest. Students focus on recycling themes for poster submittals, however this year the theme was “Put Plastic in Their Place”. She introduced the poster contest winners.

Mayor Bruins presented certificates of recognition to the following contest winners: Emmanuel Martinez, Arsham Younesi, Tania Roman, Elier Millan, Camilla Morales Guzman, Siale Rain Latu, Angelina Mitchell, and Bethany Morales.

5. Recognition of the Community Center Volunteer

Facilities & Grounds Manager Myers recognized volunteer Allan Pentecost for his hard work and dedication while volunteering at the city.

6. Presentation by Dignity Health Regarding the Mercy San Juan Medical Center and an Update on the Medical Office Building Project

President of Mercy San Juan Medical Center Michael Korpiel provided an overview of the San medical center and the variety of services offered. He highlighted community partnerships and benefits.

Dignity Health Site and Medical Director Jill Walsh provided an update on the medical office-building project. She highlighted some of the sub-specialty services, which include dermatology, endocrinology, pain management, behavioral health, allergist, and rheumatologist.

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

Council Member Daniels provided an update from the Sacramento Metropolitan Air Quality District Board meeting.

Council Member Middleton attended the League of California Cities New Mayors & Council Members Academy.

Council Member Miller provided an update from the Sacramento Regional Transit District Board meeting. He attended the Annual West Sacramento Chamber Installation and Awards Dinner.

Mayor Bruins attended the Sunrise MarketPlace Board meeting and an Education Committee meeting. She highlighted the new Public Safety Pathway Program at Mesa Verde High School. She announced that the Sacramento Metropolitan Fire District is offering a free four-day training designed to help community members learn more about emergency preparedness. The CERT training will be held in Citrus Heights on Thursday evenings and Saturdays during the first two weeks in February, at a location behind Metro Fire Station 21 in Citrus Heights. She also announced the upcoming fundraiser Fill the Boot Drive, to be held on February 8.

PUBLIC COMMENT
Jennifer Collins expressed her opinion for the need of a formal review of the contracts and the management of contracts within the city. She expressed concerns of performance, compliance and breach of contract.

Carl Dorn introduced himself as the new Site Supervisor of Asian Resources. There are three locations within Sacramento that provide support for refugees as they transition into the American culture.

David Warren expressed concern with patient overcrowding in Mercy San Juan Medical Center.

**CONSENT CALENDAR**

7. **SUBJECT:** Approval of Minutes  
   **RECOMMENDATION:** Approve the Minutes of the Special/Regular Meeting of Thursday, December 13, 2018.

8. **SUBJECT:** Amended Salary Table Effective January 6, 2019  
   **STAFF REPORT:** R. Rivera / S. Neilson  
   **RECOMMENDATION:** Adopt Resolution No. 2019-017; A Resolution of the City Council of the City of Citrus Heights Adopting the Amended Salary Table

**ACTION:** On a motion by Council Member Miller, seconded by Council Member Middleton, the City Council, adopted Consent Calendar Items 7 and 8.

   **AYES:** Daniels, Middleton, Miller, Bruins  
   **NOES:** None  
   **ABSENT:** Slowey

**PUBLIC HEARING**

9. **SUBJECT:** 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding  
   **STAFF REPORT:** R. Lawrence / C. Burnett  
   **RECOMMENDATION:** Adopt Resolution No. 2019-014; A Resolution of the City Council of the City of Citrus Heights, California, Accepting 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Funds in Accordance with State Requirements

Lieutenant Frey noted that the 2017 Edward Byrne Memorial Justice Grant is for the amount of $27,961 and the fiscal year funds must be expended by September 30, 2020. The funds will be utilized to purchase Special Weapons and Tactics cameras, which will help improve officer safety. The total cost to purchase the cameras is a one-time cost of $48,000. The Police Department intends to expend special funds from the Citizen’s Option for Public Safety (COPS) fund for costs exceeding the grant amount. Equipment purchases will be made in accordance with the city’s adopted purchasing policies and procedures.

Mayor Bruins opened the public hearing at 8:16 p.m., hearing no speakers she closed the public hearing.

Council comments followed.
ACTION: On a motion by Council Member Daniels, seconded by Council Member Miller, the City Council adopted Resolution 2019-014 A Resolution of the City Council of the City of Citrus Heights, California, Accepting 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Funds in Accordance with State Requirements.

AYES: Daniels, Middleton, Miller, Bruins
NOES: None
ABSENT: Slowey

10. SUBJECT: 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding

STAFF REPORT: R. Lawrence / C. Burnett

RECOMMENDATION: Adopt Resolution No. 2019-015; A Resolution of the City Council of the City of Citrus Heights, California, Accepting 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Funds in Accordance with State Requirements

Lieutenant Frey noted that the 2018 Edward Byrne Memorial Justice Grant is in the amount of $29,157 and that the fiscal year funds must be expended by September 30, 2021. The funds will be utilized to purchase riot gear suits, which will help improve officer safety. The total cost to purchase the riot suits is a one-time cost of approximately $40,000. The Police Department intends to utilize special funds from the Citizen’s Option for Public Safety (COPS) fund and/or the department’s current budgeted general fund for costs exceeding the grant amount. Equipment purchases will be made in accordance with the city’s adopted purchasing policies and procedures.

Mayor Bruins opened the public hearing at 8:20 p.m.

Public Comment

Matt Mulkey had a question regarding the number of uniforms that the funding will buy.

Mayor Bruins closed the public hearing at 8:20 p.m.

ACTION: On a motion by Council Member Daniels, seconded by Council Member Miller, the City Council adopted Resolution No. 2019-15; A Resolution of the City Council of the City of Citrus Heights, California, Accepting 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Funds in

   AYES: Daniels, Middleton, Miller, Bruins
   NOES: None
   ABSENT: Slowey

REGULAR CALENDAR

11. SUBJECT: Intent to Approve an Amendment to the Contract Between the City Council of the City of Citrus Heights and the California Public Employees’ Retirement System (CalPERS)

STAFF REPORT: R. Rivera / M. Alejandrez / S. Neilson

RECOMMENDATION: Staff Recommend the Following:

   a. Adopt Resolution No. 2019-016; A Resolution of the City of Citrus Heights, California, adopting a Resolution of Intention to Approve an Amendment to the
Contract between the Board of Administration of the California Public Employees’ Retirement System and the City Council of the City of Citrus Heights

b. Introduce for a First Reading Ordinance No. 2019-001; and Waive the Reading of the Entire Ordinance, an Ordinance of the City of Citrus Heights Authorizing an Amendment to the Contract between the City Council of the City of Citrus Heights and the Board of Administration of the California Public Employees’ Retirement System

Assistant City Manager Rivera stated that the proposed resolution initiates the process to amend the city’s contract with CalPERS to implement cost sharing for local safety members in the classic safety retirement benefit plans. Classic safety members currently pay a member contribution of nine percent (9%) as required by PERL. The additional three percent (3%) cost share of the employer contribution will bring the total contribution paid by classic safety members to twelve percent (12%). Implementation shall take place the first pay period following the effective date of the contract amendment.

ACTION: On a motion by Council Member Middleton, seconded by Council Member Miller, the City Council:

a. Adopted Resolution No. 2019-016; A Resolution of the City of Citrus Heights, California, adopting a Resolution of Intention to Approve an Amendment to the Contract between the Board of Administration of the California Public Employees’ Retirement System and the City Council of the City of Citrus Heights

b. Introduced for a First Reading Ordinance No. 2019-001; and Waived the Reading of the Entire Ordinance, an Ordinance of the City of Citrus Heights Authorizing an Amendment to the Contract between the City Council of the City of Citrus Heights and the Board of Administration of the California Public Employees’ Retirement System

AYES: Daniels, Middleton, Miller, Bruins
NOES: None
ABSENT: Slowey

DEPARTMENT REPORTS

None

CITY MANAGER ITEMS

City Manager Boyd introduced the city’s new Economic Development Manager Meghan Huber. He also thanked City Clerk Van for her hard work on redesigning the city’s website.

ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS

Council Member Daniels asked for support to help Citrus Heights residents who were affected by the government shutdown. He suggested a student loan program.
City Attorney Ziegler addressed council questions.

ADJOURNMENT

Mayor Bruins adjourned the meeting at 8:36 p.m.

Respectfully submitted.

__________________________________________
Amy Van, City Clerk
DATE: February 14, 2019

TO: Mayor and City Council Members
    Christopher W. Boyd, City Manager

FROM: Ronda Rivera, Assistant City Manager
      Tammy Nossardi, Finance Manager

SUBJECT: Audited Financial Statements and Compliance Report for Transportation Development Act Funds - Annual Street Report

Summary and Recommendation

Staff recommends the City Council accept and file the City of Citrus Heights Transportation Development Act Funds (Annual Street Report) Audited Financial Statements and Compliance Report for fiscal year ended June 30, 2018.

Fiscal Impact

No fiscal impact.

Background and Analysis

The California State Controller’s Office – Division of Audits Local Government Audits Bureau performed the audit of the city’s transportation funds for the fiscal year ended June 30, 2018. They have determined the City of Citrus Heights Transportation Fund financial statements present fairly, in all material respects, the financial position of the Transportation Development Act Funds of the City of Citrus Heights as of June 30, 2018. The statements are in conformity with generally accepted accounting principles (GAAP).

Attachment

1. City of Citrus Heights Transportation Development Act Funds (Annual Street Report) – Audited Financial Statements and Compliance Report as of June 30, 2018
CITY OF CITRUS HEIGHTS
TRANSPORTATION DEVELOPMENT ACT FUNDS

Audited Financial Statements
and Compliance Report

June 30, 2018
Audited Financial Statements

Independent Auditor’s Report ........................................................................................................................................... 1
Balance Sheets ................................................................................................................................................................. 3
Statements of Revenues, Expenditures and Changes in Fund Balances ........................................................................ 4
Notes to Financial Statements ...................................................................................................................................... 5

Compliance Report

Independent Auditor’s Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards and the Transportation Development Act ......................................................... 8
INDEPENDENT AUDITOR’S REPORT

To the City Council
City of Citrus Heights, California

Report on the Financial Statements

We have audited the accompanying financial statements of the Transportation Development Act Funds (the Funds) of the City of Citrus Heights, as of and for the year ended June 30, 2018, and the related notes to the financial statements, as listed in the table of contents.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Transportation Development Act Funds of the City of Citrus Heights as of June 30, 2018, and the changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.
To the City Council  
City of Citrus Heights, California

**Emphasis-of-Matter**

As discussed in Note B, the financial statements present only the Transportation Development Act Funds of the City of Citrus Heights and do not purport to, and do not, present fairly the financial position of the City of Citrus Heights as of June 30, 2018, the changes in financial position, or where applicable, its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

**Other Matters**

*Prior Year Comparative Information*

We have previously audited the June 30, 2017 Transportation Development Act Funds of the City of Citrus Heights’ financial statements dated January 9, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017 is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Required Supplementary Information*

Management has omitted management’s discussion and analysis and budgetary comparison information that accounting principles generally accepted in the United States of America require to be presented to supplement the financial statements. Such missing information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. Our opinion on the financial statements is not affected by this missing information.

*Other Reporting Required by Government Auditing Standards*

In accordance with Government Auditing Standards, we have also issued our report dated January 18, 2019 on our consideration of the City’s internal control over financial reporting related to the Funds and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters, and the Transportation Development Act. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City’s internal control over financial reporting and compliance.

January 18, 2019
CITY OF CITRUS HEIGHTS
TRANSPORTATION DEVELOPMENT ACT FUNDS

BALANCE SHEETS

June 30, 2018
(With Prior Year Data For Comparative Purposes Only)

<table>
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<tr>
<th></th>
<th>2018</th>
<th></th>
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<td>ASSETS</td>
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<td>Cash and investments</td>
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<td>332,888</td>
<td>235,797</td>
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</tr>
<tr>
<td>TOTAL ASSETS</td>
<td>$550,240</td>
<td>$159,389</td>
<td>$709,629</td>
<td>$1,025,043</td>
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<td></td>
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<tr>
<td>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</td>
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<tr>
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<td>Salaries and benefits payable</td>
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<td>DEFERRED INFLOWS OF RESOURCES</td>
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<td>332,888</td>
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<td>FUND BALANCES</td>
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<td></td>
<td></td>
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<tr>
<td>Restricted for contracted transit services</td>
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<td></td>
<td></td>
<td>260,842</td>
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<tr>
<td>Restricted for pedestrian and bicycle facilities</td>
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<tr>
<td>Unassigned (deficit)</td>
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<td>(91,586)</td>
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<td>TOTAL FUND BALANCES (DEFICIT)</td>
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<td>159,389</td>
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<tr>
<td>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</td>
<td>$550,240</td>
<td>$159,389</td>
<td>$709,629</td>
<td>$1,025,043</td>
<td></td>
<td></td>
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</tbody>
</table>

The accompanying notes are an integral part of these financial statements.
CITY OF CITRUS HEIGHTS

TRANSPORTATION DEVELOPMENT ACT FUNDS

STATEMENTS OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES

For the Year Ended June 30, 2018
(With Prior Year Data For Comparative Purposes Only)

<table>
<thead>
<tr>
<th></th>
<th>Transit</th>
<th>Non-Transit</th>
<th>Total</th>
<th>2017</th>
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<td><strong>Total</strong></td>
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<td><strong>2017</strong></td>
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<tr>
<td>Local Transportation Funds</td>
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<tr>
<td>Contracted transportation and administration</td>
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<td>$ 3,320,751</td>
<td>$ 3,218,179</td>
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<td>State Transit Assistance Fund</td>
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<tr>
<td>Interest</td>
<td>862</td>
<td>$ 1,156</td>
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<td>457</td>
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<td>1,156</td>
<td>3,646,777</td>
<td>3,703,433</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchased transportation</td>
<td>3,706,517</td>
<td>3,706,517</td>
<td>3,139,893</td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td>291,532</td>
<td>291,642</td>
<td>232,271</td>
<td></td>
</tr>
<tr>
<td>Pedestrian and bicycle facilities</td>
<td>10,903</td>
<td>10,903</td>
<td>31,025</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>3,998,049</td>
<td>11,013</td>
<td>4,009,062</td>
<td>3,403,189</td>
</tr>
<tr>
<td><strong>NET CHANGE IN FUND BALANCES</strong></td>
<td>(352,428)</td>
<td>(9,857)</td>
<td>(362,285)</td>
<td>300,244</td>
</tr>
<tr>
<td>Fund balances (deficit) at beginning of year</td>
<td>260,842</td>
<td>169,246</td>
<td>430,088</td>
<td>129,844</td>
</tr>
<tr>
<td><strong>FUND BALANCES (DEFICIT) AT END OF YEAR</strong></td>
<td>$ (91,586)</td>
<td>$ 159,389</td>
<td>$ 67,803</td>
<td>$ 430,088</td>
</tr>
</tbody>
</table>

The accompanying notes are an integral part of these financial statements.
NOTE A – ORGANIZATION

The City of Citrus Heights (the City) receives funds under the provisions of the Transportation Development Act (TDA) from the Sacramento County Local Transportation Fund (LTF) under Article 8, Section 99400(c) and 99400(d), the State Transit Assistance Fund (STAF) under Article 4, Section 6730(a) and 6731(b) for transit purposes and Article 3, Section 99234 for pedestrian and bicycle facilities. The City’s Article 8 LTF funds are for the support of public transportation as defined in the TDA. The City contracts with the Sacramento Regional Transit District for the operation of transit services in the City. The City of Citrus Heights’ Transit Fund is used to account for these TDA funds received by the City. The City’s Article 3 LTF funds represent amounts set aside by the Sacramento Area Council of Governments, the transportation planning agency administering TDA funds, to be allocated for pedestrian and bicycle facilities within the jurisdictions of Sacramento County and represent up to 2% of the available funds countywide. The City of Citrus Heights’ Transit Fund and Transportation Development Act Fund (the Funds) are used to account for Transit and non-transit TDA funds, respectively, received by the City.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation: The financial statements of the Transportation Development Act Funds (the Funds) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Reporting Entity: The financial statements are intended to present the financial position and results of operations of only those transactions recorded in the Funds. The Funds are included in the financial statements of the City.

Fund Accounting: The accounts of the City are organized on the basis of funds. A fund is an accounting entity with a self-balancing set of accounts established to record the financial position and results of operations of a specific governmental activity.

The City utilizes the special revenue fund type of the governmental fund group to account for the activities of the Funds. Special revenue funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes.

Basis of Accounting: The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. A special revenue fund is accounted for using a current financial resources measurement focus. With this measurement focus, only current assets, deferred outflows of resources, liabilities and deferred inflows of resources are generally included on the balance sheet. Operating statements of these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in net current assets.

The modified accrual basis of accounting is used by special revenue funds. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual, i.e., when they become both measurable and available. “Measurable” means the amount of the transaction can be determined and “available” means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period, which is generally 90 days. TDA revenues are recognized when all eligibility requirements have been met. Expenditures are recorded when the related fund liability is incurred.

When both restricted and unrestricted resources are available for use, it is the City’s policy to use restricted resources first, then unrestricted resources as they are needed.
NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Deferred inflow of Resources: Deferred inflow of resources in governmental funds arise when a potential revenue source does not meet both the “measurable” and “available” criteria for recognition in the current period. Deferred inflows of resources consisted of STAF revenues for which all eligibility requirements had been met at year end, but the amounts were not received from Sacramento County Auditor – Controller’s Office within the 90 day availability period.

Fund Balance: Restrictions of fund balance represent amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers or through enabling legislation. The restrictions of fund balance are according to the provisions of the Transportation Development Act and the purpose of each restriction is indicated by the account title on the face of the balance sheets.

Use of Estimates: The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Comparative Financial Statements: The financial statements include certain prior-year summarized comparative information in total, but not by individual fund. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Funds financial statements for the year ended June 30, 2017, from which the summarized information was derived.

NOTE C – CASH AND INVESTMENTS

Investment policy: The City’s investment policy may be found in the notes to City’s basic financial statements.

Investment in the City’s Investment Pool: The Funds’ cash is held in the City’s investment pool. The City maintains an investment pool and allocates interest to the various funds based upon the average daily cash balances. Investments held in the City’s investment pool are available on demand to the Funds and are stated at fair value.

Interest rate risk: Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. As of June 30, 2018, the weighted average maturity of the investments contained in the City of Citrus Heights investment pool was approximately 804 days.

Credit Risk: Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The City’s investment pool does not have a rating provided by a nationally recognized statistical rating organization.

Custodial credit risk: Custodial risk is the risk that the government will not be able to recover its deposits or the value of its investments that are in the possession of an outside party. Custodial credit risk does not apply to a local government’s indirect deposits or investment in securities through the use of government investment pools (such as the City’s investment pool).
NOTE D – DUE FROM OTHER GOVERNMENTS

The due from other governments consists of the following at June 30, 2018:

<table>
<thead>
<tr>
<th>Transportation Development Act:</th>
<th>Transit</th>
<th>Non-Transit</th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Transportation Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fiscal Year 2017/18</td>
<td>$69,111</td>
<td>$69,111</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fiscal Year 2016/17</td>
<td>67,751</td>
<td>67,751</td>
<td>$155,549</td>
<td></td>
</tr>
<tr>
<td>State Transit Assistance Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fiscal Year 2017/18</td>
<td>196,026</td>
<td>196,026</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fiscal Year 2016/17</td>
<td></td>
<td></td>
<td>80,248</td>
<td></td>
</tr>
<tr>
<td>Total due from other governments</td>
<td>$332,888</td>
<td>$</td>
<td>$332,888</td>
<td>$235,797</td>
</tr>
</tbody>
</table>

NOTE E – FARE REVENUE RATIO

Transit operators are required to maintain a fare revenue to operating expenses ratio in order to be eligible for TDA funding. The fare revenue ratio for the Transit Fund is calculated on a consolidated basis with the Sacramento Regional Transit District, which provides transit services within the City.

NOTE F – CONCENTRATIONS

The Funds receive a substantial amount of their support from a statewide retail sales tax from the LTF and STAF created by the TDA. A significant reduction in the level of this support, if this were to occur, may have a significant effect on the Funds’ activities.

NOTE G – SUBSEQUENT EVENT

In December 2017, the City Council approved an extension of the agreement for bus services with the Sacramento Regional Transportation District (SRTD) through December 31, 2019. The agreement calls for compensation of SRTD for bus services equal to the City’s LTF and STAF allocations from SACOG less the City’s allowable administration fee, subject to certain adjustments. The agreement has a provision for cost sharing of specified capital improvements between the City and SRTD. The agreement may be terminated by either party with advance notice of eighteen months.
INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS AND THE TRANSPORTATION DEVELOPMENT ACT

To the City Council
City of Citrus Heights, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, the financial statements of the City of Citrus Heights’ (the City) Transportation Development Act Funds, as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the Fund’s basic financial statements, and have issued our report thereon dated January 18, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control. Accordingly, we do not express an opinion on the effectiveness of the City’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be a material weakness. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City’s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. Our audit was further made to determine that Transportation Development Act (TDA) funds allocated and received by the City were expended in conformance with the applicable statutes, rules and regulations of the TDA and Section 6666 and 6667 of the California Code of Regulations. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards or the TDA.
To the City Council  
City of Citrus Heights, California  

Purpose of this Report  
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards and the TDA in considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

January 18, 2019  

Richardson & Company, LLP
DATE: February 14, 2019

TO: Mayor and City Council Members
    Christopher W. Boyd, City Manager

FROM: Ronda Rivera, Assistant City Manager

SUBJECT: Quarterly Treasurer’s Report

Summary and Recommendation

Staff recommends the City Council receive and file the Quarterly Treasurer’s Report for the quarter ending December 31, 2018.

Fiscal Impact

There is no fiscal impact associated with this action.

Background and Analysis

California Government Code Section 53646(b) states the “treasurer or chief fiscal officer may render a quarterly report to the chief executive officer, internal auditor, and the legislative body” within 30 days of the quarter’s end.

On December 31, 2018, the market value of the city’s cash and investments was $8,868,842, down from $12,467,068 at the quarter ended September 30, 2018. This report satisfies California Government Code Section 53646(b).

Attachments

1. Treasurer’s Report as of December 31, 2018
City of Citrus Heights

Report period December 1, 2018 – December 31, 2018

The Treasurer's investment portfolio is in compliance with the California Government Code Section 53601.
Retail sales

Advance estimates of U.S. retail and food service sales in November 2018, adjusted for seasonal variation, increased 4.2 percent from November 2017. According to a report by Mastercard, consumers spent over $850 billion in the holiday shopping season, 5.1 percent above the same period last year.

GDP revised lower

The third and final estimate for Q3 GDP showed the US economy grew at a 3.4 percent annual pace, slightly below the previous 3.5 percent estimate. While consumer spending remained strong, the largest contributor was a build-up in business and agriculture inventories. Without these components, GDP rose only 1 percent. The median forecast of economists, surveyed by Bloomberg, see 2019 and 2020 GDP at 2.60 and 1.90, respectfully.

December volatility

Most global equity indexes finished down in 2018 with the worst of the sell-off during the two weeks prior to December 25th. Several indexes reached bear-market levels, down 20 percent from their peak, rebounding in the final week of the year. Treasury and agency rates fell across the curve as market participants raced to purchase fixed income securities.

Fed watch

Members of the Federal Reserve voted to raise Fed Funds 25bps to 2.25-2.50 at the December 19th FOMC meeting, the 9th tightening since December 2015. With the global equity markets in decline, Fed Funds futures fell as well, indicating a substantial reduction in the probability of future rate hikes. According to this Bloomberg function, there is a 5 percent probability of an additional 25bps increase by the March 20th, 2019 meeting and even greater probably of a rate cut by the end of the 2019.
# CITY OF CITRUS HEIGHTS
## SUMMARY OF INVESTMENTS
### INVESTMENT PORTFOLIO DECEMBER 31, 2018

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>Cost</th>
<th>Face</th>
<th>Market</th>
<th>Percent</th>
<th>Days to Maturity</th>
<th>Yield to Maturity</th>
<th>Weighted Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>STATE-LOCAL AGENCY INVESTMENT FUNDS</td>
<td>4,723,426.84</td>
<td>4,723,426.84</td>
<td>4,723,426.84</td>
<td>52.9%</td>
<td>1</td>
<td>2.400%</td>
<td>1.271%</td>
</tr>
<tr>
<td>GENERAL ACCOUNT/US BANK</td>
<td>1,341,062.01</td>
<td>1,341,062.01</td>
<td>1,341,062.01</td>
<td>15.0%</td>
<td>1</td>
<td>0.000%</td>
<td>0.000%</td>
</tr>
<tr>
<td>FEDERAL AGENCIES/TREASURIES/CD'S/SCHWAB</td>
<td>2,848,323.03</td>
<td>2,857,002.04</td>
<td>2,804,353.09</td>
<td>32.0%</td>
<td>883</td>
<td>1.908%</td>
<td>0.611%</td>
</tr>
<tr>
<td><strong>GRAND TOTAL INVESTMENT PORTFOLIO</strong></td>
<td><strong>8,912,811.88</strong></td>
<td><strong>8,921,490.89</strong></td>
<td><strong>8,868,841.94</strong></td>
<td><strong>100%</strong></td>
<td><strong>332</strong></td>
<td><strong>2.193%</strong></td>
<td><strong>1.882%</strong></td>
</tr>
</tbody>
</table>

**LOCAL AGENCY INVESTMENT FUND (LAIF) RATE OF RETURN** 2.400%

**CITY WEIGHTED AVERAGE RATE OF RETURN** (including non-interest bearing checking) 1.882%

**CITY EFFECTIVE RATE OF RETURN DECEMBER 2018** 2.240%

**CITY EFFECTIVE RATE OF RETURN FISCAL YEAR TO DATE** 2.170%

**CITY INTEREST EARNINGS FISCAL YEAR TO DATE** 115,334.22

In accordance with California Government Code Section 53646 as amended, the following certification accompanies this report:

The Finance Director of the City of Citrus Heights hereby certifies that sufficient investment liquidity exists and anticipated revenues are available to meet the City's budgeted expenditure requirements for the next six months. In addition, it is hereby certified that investments in the City's portfolio comply with the requirements of the City of Citrus Height's adopted investment policy.

Respectfully submitted,

Ronda Rivera
Finance Director
<table>
<thead>
<tr>
<th>SymPro</th>
<th>Cusip Number</th>
<th>Moody’s Rating</th>
<th>S &amp; P Rating</th>
<th>Book Value</th>
<th>Face Value</th>
<th>Market Value</th>
<th>Rate</th>
<th>YTM</th>
<th>Purchase Date</th>
<th>Maturity Date</th>
<th>Maturity/Call Days</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4,723,426.84</td>
<td>4,723,426.84</td>
<td>4,723,426.84</td>
<td>2.400%</td>
<td>2.400%</td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td><strong>LOCAL AGENCY INVESTMENT FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>4,723,426.84</strong></td>
<td><strong>4,723,426.84</strong></td>
<td><strong>4,723,426.84</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Local Agency Investment Fund</td>
<td></td>
<td></td>
<td></td>
<td>4,723,426.84</td>
<td>4,723,426.84</td>
<td>4,723,426.84</td>
<td>2.400%</td>
<td>2.400%</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>4,723,426.84</strong></td>
<td><strong>4,723,426.84</strong></td>
<td><strong>4,723,426.84</strong></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>1,341,062.01</td>
<td>1,341,062.01</td>
<td>1,341,062.01</td>
<td>0.000%</td>
<td>0.000%</td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td><strong>GENERAL ACCOUNT/US BANK</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>1,341,062.01</strong></td>
<td><strong>1,341,062.01</strong></td>
<td><strong>1,341,062.01</strong></td>
<td></td>
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</tr>
<tr>
<td>US Bank Corporate Checking</td>
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<td></td>
<td>1,341,062.01</td>
<td>1,341,062.01</td>
<td>1,341,062.01</td>
<td>0.000%</td>
<td>0.000%</td>
<td>1</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>1,341,062.01</strong></td>
<td><strong>1,341,062.01</strong></td>
<td><strong>1,341,062.01</strong></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7,002.04</td>
<td>7,002.04</td>
<td>7,002.04</td>
<td>0.330%</td>
<td>0.330%</td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td><strong>CUSTODY ACCOUNT/SCHWAB</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>7,002.04</strong></td>
<td><strong>7,002.04</strong></td>
<td><strong>7,002.04</strong></td>
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</tr>
<tr>
<td>Schwab Bank Sweep (FDIC)</td>
<td></td>
<td></td>
<td></td>
<td>7,002.04</td>
<td>7,002.04</td>
<td>7,002.04</td>
<td>0.330%</td>
<td>0.330%</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>7,002.04</strong></td>
<td><strong>7,002.04</strong></td>
<td><strong>7,002.04</strong></td>
<td></td>
<td></td>
<td>1</td>
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</tr>
<tr>
<td><strong>MEDIUM TERM NOTES/FEDERAL AGENCY/CERTIFICATES OF DEPOSIT/ TREASURY COUPON SECURITIES</strong></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Fannie Mae (c)</td>
<td>1109 3136G4GU1</td>
<td>Aaa AA+</td>
<td></td>
<td>998,371.52</td>
<td>1,000,000.00</td>
<td>988,434.00</td>
<td>1.400%</td>
<td>1.585</td>
<td>03/30/2017</td>
<td>11/25/2019</td>
<td>328</td>
</tr>
<tr>
<td>Freddie Mac (c)</td>
<td>1108 3134GBAE2</td>
<td>Aaa AA+</td>
<td></td>
<td>1,842,949.47</td>
<td>1,850,000.00</td>
<td>1,808,917.05</td>
<td>2.000%</td>
<td>2.124</td>
<td>03/30/2017</td>
<td>03/29/2022</td>
<td>1,183</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>2,841,320.99</strong></td>
<td><strong>2,850,000.00</strong></td>
<td><strong>2,797,351.05</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) callable</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td><strong>TOTAL INVESTMENT PORTFOLIO</strong></td>
<td></td>
<td></td>
<td></td>
<td>8,912,811.88</td>
<td>8,921,490.89</td>
<td>8,868,841.94</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Portfolio Liquidity

<table>
<thead>
<tr>
<th>Aging Interval</th>
<th>Par Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 90 Days</td>
<td>6,071,491</td>
</tr>
<tr>
<td>91 Days - 1 Year</td>
<td>1,000,000</td>
</tr>
<tr>
<td>1 - 2 Years</td>
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<tr>
<td>2 - 3 Years</td>
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</tr>
<tr>
<td>3 - 4 Years</td>
<td>1,850,000</td>
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<tr>
<td>4 - 5 Years</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>8,921,491</strong></td>
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*To maturity (does not include call date)*

### Portfolio Composition

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<th>Investment Type</th>
<th>Market Value</th>
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<tr>
<td>Managed Pools/Checking</td>
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<tr>
<td>Federal Agency Issues</td>
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<tr>
<td>U.S. Treasuries</td>
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</tr>
<tr>
<td>Corporate Notes</td>
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</tr>
<tr>
<td>Certificates of Deposit</td>
<td>0</td>
</tr>
</tbody>
</table>

### Portfolio Yields

**Local Agency Investment Fund (LAIF) average monthly effective yield**

**2 Year US Treasury notes month-end yield**

**Portfolio yield month-end effective rate of return**
DATE: February 14, 2019

TO: Mayor and City Council Members
Christopher W. Boyd, City Manager

FROM: Rhonda Sherman, Community Services Director
Mary Poole, Operations Manager

SUBJECT: Multi Modal Transportation Safety Program
Award of Contract for Professional Services to Steer

Summary and Recommendation

In October 2018, the California Department of Transportation (Caltrans) awarded the city a Sustainable Transportation Planning grant in the amount of $180,000 (with a total project estimate of $203,321) to develop the Multi Modal Transportation Safety Program (the Program).

The General Services Department circulated a Request for Proposals (RFP) for professional services in accordance with Caltrans “Qualifications Based” selection procedures. Steer was selected as the top ranked consultant.

Staff recommends the City Council adopt Resolution No. 2019-____ A Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute a contract with Steer, to provide professional services for the Multi Modal Transportation Safety Program.

Fiscal Impact

The contract with Steer is for an amount not to exceed $167,148. Funding for the Project is included in the Fiscal Year 2018/2019 Budget and the 2019 – 2023 Capital Improvement Program and will come from sources as outlined in the table below:

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Total Funding Amount</th>
</tr>
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<tbody>
<tr>
<td>Sustainable Communities Grant</td>
<td>$180,000</td>
</tr>
<tr>
<td>Staff Time</td>
<td>$23,321</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$203,321</strong></td>
</tr>
</tbody>
</table>
Background and Analysis

The General Services Department (GSD) regularly receives requests for new signs, striping, crosswalks, speed humps, traffic calming and traffic enforcement. The majority of these requests are in response to resident concerns of vehicle speeds and right-of-way violations on residential roadways. In 2011, the city adopted a “Complete Streets” philosophy, but the 2001 Neighborhood Traffic Management Program (NTMP) is outdated and inadequate to effectively evaluate and prioritize the requests. The MMTSP will replace the NTMP, providing an updated “toolbox” to address neighborhood safety concerns through a Complete Streets framework.

The MMTSP will develop guidelines and procedures to initiate and evaluate requests. In addition, development of the MMTSP includes:

- Identifying collision patterns, trends and “hot spots”
- Developing prioritization methodology and tool
- Conducting significant community engagement
- Evaluating and prioritize past resident concerns
- Researching methods and potential funding sources for implementation

The final product will be a summary document of the Program, strategies, prioritization methodology, and outline of the process for residents to initiate requests.

Having the MMTSP in place will lead to application of multimodal safety improvements throughout the city in an engaged, transparent and equitable manner. This aligns with the City Council’s three-year strategic planning goal to “improve streets and infrastructure”.

Attachments

1. Resolution No. 2019-____ A Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute a contract with Steer to provide professional services for the ‘Multi Modal Transportation Safety Program’
2. Draft Consulting Services Agreement between the City of Citrus Heights and Steer for the ‘Multi Modal Transportation Safety Program’
RESOLUTION NO. 2019-_____ 

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH STEER TO PROVIDE PROFESSIONAL SERVICES FOR THE ‘MULTI MODAL TRANSPORTATION SAFETY PROGRAM’

WHEREAS, on February 26, 2018, the city submitted a grant application through the Caltrans Sustainable Transportation Planning Grant Program to develop the city’s Multi Modal Transportation Safety Program;

WHEREAS, on May 11, 2018, the City was notified that the project was selected to receive $180,000 in grant funding (total project amount of $203,321);

WHEREAS, Caltrans has authorized the city to proceed with all tasks of the project;

WHEREAS, the city circulated a request for proposals, and in accordance with procedures for selection of the most qualified consultant, Steer was found to be the best qualified to provide the required services;

WHEREAS, the city now desires to enter into a Professional Services Contract with Steer in an amount not to exceed $167,148;

WHEREAS, the proposed professional services will be paid for with Caltrans Sustainable Communities grant funds and city staff time (for the required match).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights, the City Manager is hereby authorized to execute a contract with Steer to provide professional services for the ‘Multi Modal Transportation Safety Program’, in a form approved by the City Attorney.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 14th day of February, 2019, by the following vote, to wit:

AYES: Council Members:
NOES: Council Members:
ABSTAIN: Council Members:
ABSENT: Council Members:

____________________________________
Jeannie Bruins, Mayor

ATTEST:

____________________________________
Amy Van, City Clerk
CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF CITRUS HEIGHTS AND Steer
Multi Modal Transportation Safety Improvement Project

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ARTICLE I. INTRODUCTION
A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, CITY:

The name of the “CONSULTANT” is as follows:

Steer

Incorporated in the State of California

The Project Manager for the “CONSULTANT” will be Jim Daisa

The name of the “CITY” is as follows:

City of Citrus Heights

The Contract Administrator for City will be Mary Poole

B. The work to be performed under this AGREEMENT is described in the Statement of Work (Scope of Work) dated February 5, 2019 and the approved CONSULTANT’s Cost Proposal dated January 31, 2019. The Statement of Work and the approved CONSULTANT’s Cost Proposal are attached hereto (Attachment A) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless CITY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of CITY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT’s employees) is an independent contractor and that no relationship of employer-employee exists between the Parties
hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.

E. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the CITY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the CITY. However, claims for money due or which become due to CONSULTANT from CITY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the CITY.

H. CONSULTANT shall be as fully responsible to the CITY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT’s expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY’s Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT’s Project Manager shall meet with CITY’s Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

A. Consultant Services
Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to CITY the services described in the Scope of Work attached as Attachment A, and incorporated herein, at the Consulting Services Agreement between City of Citrus Heights and Steer
time and place and in the manner specified therein.

CONSULTANT shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. CONSULTANT 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, requests in writing the reassignment of any such persons to ensure CONSULTANT performs services in accordance with the Standard of Performance, CONSULTANT shall, immediately upon receiving CITY’s request, reassign such persons.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).

ARTICLE IV PERFORMANCE PERIOD
A. This AGREEMENT shall go into effect on February 14, 2019, contingent upon approval by CITY, and CONSULTANT shall commence work after notification to proceed by CITY’S Contract Administrator. The contract shall end on unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS
A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT’S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment.

In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY’s approved overhead rate set forth in the Cost Proposal. In the event that CITY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by CITY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “I” of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT’s agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, CITY will pay CONSULTANT a maximum fixed fee of $________ (amount). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT’s fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Attachment A, Statement of Work, CITYshall have the right to delay payment or terminate this Agreement.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by CITY’s Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of the work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated in the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due CITY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT’s work. Invoices shall be mailed to City’s Contract Administrator at the following address:

CITY: City of Citrus Heights Contract Administrator
Mary Poole, Operations Manager
6360 Fountain Square Drive
Citrus Heights, CA 95621
The total amount payable by CITY including the fixed fee shall not exceed $167,148.80.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by CITY’s Contract Administrator.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by CITY, provided that CITY gives not less than thirty (30) calendar days’ written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of CITY.

B. CITY may temporarily suspend this AGREEMENT, at no additional cost to CITY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If CITY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

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

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT, except as provided in Section _________. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of CITY.

ARTICLE VII. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200, are subject to repayment by CONSULTANT to CITY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Consulting Services Agreement between CITY of Citrus Heights and Steer
Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII. RETENTION OF RECORDS/AUDIT (Verbatim)

For the purpose of determining compliance with Government Code section 8546.7, CONSULTANT, subconsultants, and CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT, including but not limited to, the costs of administering the AGREEMENT. All Parties, including the CONSULTANT’s Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT’s Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY’S Chief Financial Officer/Finance Director.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by CITY’S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTS, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, it is CONSULTANT’s responsibility to ensure federal, state, CITY, or local government officials are allowed full access to the CPA’s work papers, including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT’s Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit
report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During Caltrans A&I’s review of the ICR audit work papers created by the CONSULTANT’s independent CPA, Caltrans A&I will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I.

Accepted rates will be as follows:
   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT’s and/or the independent CPA’s revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X. SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between CITY and Subconsultant(s), and no subagreement shall relieve CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to CITY for the acts and omissions of its Subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by any of them as it is for the acts and omissions of persons directly employed by the

Consulting Services Agreement between
CITY of Citrus Heights and Steer

February 14, 2019
CONSULTANT. The CONSULTANT’s obligation to pay its Subconsultant(s) is an independent obligation from CITY’S obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by CITY’s Contract Administrator, except that, which is expressly identified in the CONSULTANT’s approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.

E. Any substitution of Subconsultant(s) must be approved in writing by CITY’s Contract Administrator in advance of assigning work to a substitute Subconsultant.

ARTICLE XI   EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing, by CITY’s Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT’s Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by CITY’s Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.

2. Regulation 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars $5,000 is credited to the project.

ARTICLE XII.  STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation’s Regional/District Labor Compliance Officer (http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at http://www.dir.ca.gov.

D. Payroll Records

1) Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a) The information contained in the payroll record is true and correct.

b) The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2) The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representative’s at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the CITYContract Administrator by both email and regular mail on the business day following receipt of the request.

3) Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above,
to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5) The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, CITY and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6) The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that
failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

c. Upon becoming aware of the Subconsultant’s failure to pay the specified prevailing rate of wages to the Subconsultant’s workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant’s employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day’s work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is 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 the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice
workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants’ compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII. CONFLICT OF INTEREST

A. CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT, or any ensuing CITY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT, or any ensuing CITY construction project, which will follow.

B. CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. CONSULTANT hereby certifies that neither CONSULTANT or subconsultant and any firm affiliated with CONSULTANT that bids on any construction contract, or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV NON DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT’s signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and
subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITYto implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITYupon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours’ notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITYshall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

ARTICLE XVI DEBARMENT AND SUSPENSION CERTIFICATION

A. CONSULTANT’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3)
years.

B. Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XVII FUNDING REQUIREMENTS

A. It is mutually understood between the Parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to CITY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. CITY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XVIII INSURANCE

A. Prior to commencement of the work described herein, CONSULTANT shall furnish CITY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured’s coverage without thirty (30) calendar days prior written notice to CITY.

2. That CITY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.

3. That CITY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of CITY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, CITY may, in addition to any other remedies it may have, terminate this contract.
have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XIX FUNDING REQUIREMENTS
It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only, if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XX CHANGE IN TERMS
A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by CITY’s Contract Administrator.

C. There shall be no change in CONSULTANT’s Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by CITY’s Contract Administrator.

ARTICLE XXI CONTINGENT FEE
CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII  DISPUTES
Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.
A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of CITY’s Contract Administrator and Rhonda Sherman, Community Services Director, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than 30 days after completion of all work under the AGREEMENT, CONSULTANT may request review by CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXIII SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY’s Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any Subagreement entered into as a result of this AGREEMENT, shall contain all of the provisions of this Article.

ARTICLE XXIV INSURANCE

A. Prior to commencement of the work described herein, CONSULTANT shall furnish CITY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate. Insurance shall be a self-insured retention or deductible of no more than $100,000.

B. The Certificate of Insurance will provide:
   1. That the insurer will not cancel the insured’s coverage without 30 days prior written notice to CITY.
   2. That CITY, its officers, officials, agents, employees, and volunteers are included as additional insureds, but only insofar as the operations under this contract are concerned.
   3. That CITY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least
ARTICLE XXVI   OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of CITY, and CONSULTANT shall have no property rights therein whatsoever. Immediately upon termination, CITY shall be entitled to, and CONSULTANT shall deliver to CITY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT’s privileged information as defined by law, or CONSULTANT’s personnel information, along with all other property belonging exclusively to CITY which is in CONSULTANT’s possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by CITY.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of CITY without restriction or limitation upon its use or dissemination by CITY.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by CITY for another project or project location shall be at City’s sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII.  CLAIMS FILED BY CITY’S CONSTRUCTION CONTRACTOR

A. If claims are filed by CITY’s construction contractor relating to work performed by CONSULTANT’s personnel, and additional information or assistance from CONSULTANT’s personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with CITY’S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT’s personnel that CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for
CONSULTANT’s personnel services under this contract.

C. Services of CONSULTANT’s personnel in connection with CITY’s construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII   CONFIDENTIALITY OF DATA
A. All financial, statistical, personal, technical, or other data and information relative to CITY’s operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or CITY’s actions on the same, except to CITY’s staff, CONSULTANT’s own personnel involved in the performance of this AGREEMENT, at public hearings or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY’S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than CITY.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION
In accordance with Public Contract Code section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT’s failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX   EVALUATION OF CONSULTANT
CONSULTANT’s performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI   RETENTION OF FUNDS
A. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

No retainage will be withheld by the Agency from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in California Business and Professions Code Section 7108.5. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the
CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

ARTICLE XXXII  NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

STEER
Jim Daisa, Contract Administrator
800 Wilshire Boulevard, Suite 1320
Los Angeles, CA 90017

CITY:

Mary Poole, Contract Administrator
6360 Fountain Square Drive
Citrus Heights, CA 95621

ARTICLE XXXIII ADDITIONAL TERMS

Additional terms and conditions for this AGREEMENT are set forth in Attachment B, attached hereto and incorporated herein. In the event that there are any conflicts between Attachment B and this AGREEMENT, the terms and conditions of Attachment B shall prevail.

ARTICLE XXXIV CONTRACT

The two Parties to this AGREEMENT, who are the before named CONSULTANT and the before named CITY, hereby agree that this AGREEMENT, including all exhibits, constitutes the entire agreement which is made and concluded in duplicate between the two Parties. Both of these Parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

SIGNATURES ON FOLLOWING PAGE
Multimodal Transportation Safety Program (MMTSP)

SCOPE OF WORK

February 5, 2019
1. Project Management

**Task 1.1 - Grant Kickoff Meeting with Caltrans** - The City will meet with Caltrans staff to review the grant agreement, discuss expectations and timelines, review procedures for consultant procurement, invoicing and reporting, and review next steps. The City will document the meeting’s minutes and action items.

- **Responsible Party:** City of Citrus Heights, Caltrans

*No consultant work included in this task item.*

**Task 1.2 – Issue RFP and Procure Consultant** - The City will prepare and issue a Request for Proposals (RFP) and through a Qualifications Based Selection process, choose a consultant to guide the development of the “Multi Modal Transportation Safety Program.” Caltrans-approved procurement procedures will be followed and the City Council will approve the selection of the consultant.

- **Responsible Party:** City of Citrus Heights

*No consultant work included in this task item.*

**Task 1.3 – Project Management/Coordination** - The City will conduct monthly project team meetings with the Consultant and Caltrans staff to monitor project progress, prepare for upcoming tasks, debrief on completed tasks, conduct problem-solving, and ensure the project remains on schedule and within budget.

- **Responsible Party:** City of Citrus Heights, Consultant

The consultant team’s Project Manager will prepare and submit a Project Management Plan (PMP) to the City for review.

The PMP will define key elements of the project such as schedule, budget, contacts, invoicing, and include subsections outlining the Consultant Team’s Quality Management System (QMS).

The consultant’s Project Manager will lead monthly progress meetings in-person or by telephone depending on the complexity of the topics to review at the meeting. A monthly progress report will be submitted to the City’s Project Manager along with invoices that identify progress by task, schedule and budget adherence.

**Task 1.4 - Kick-off Meeting with Consultant** - City staff and the Consultant will meet to review the project’s goals, objectives, tasks, and timeline as well as the City’s expectations; and Caltrans’ grant requirements. The project Kick-off Meeting will outline the program for completing all tasks including an outline for the Community Engagement Program. The project Kick-off Meeting will be led by the City, and all key staff (City and the Consultant’s Project Manager) will attend.

- **Responsible Party:** City of Citrus Heights, Consultant

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<th>Task</th>
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<tbody>
<tr>
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<td>1.4</td>
<td>Agenda, meeting minutes with action items and schedule, Project Management Plan (PMP)</td>
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</table>
2. **Identify Safety Issues and Countermeasures**

**Task 2.1 – Data Collection** – The consultant will obtain relevant background information establishing existing deficiencies, past resident concerns, collision patterns (Crossroads data), land use, roadway classification, traffic volumes and other associated and necessary background information.

- **Responsible Party:** City of Citrus Heights, Consultant

The consultant team will request from the City, collate and form a repository, of pertinent documentation relevant to complete streets policies, resident concerns, previous work, crash data, safety analysis and potential countermeasures including:

**City of Citrus Heights Resources:**

- The City of Citrus Heights General Plan, Transportation and Mobility Chapter and Other Relevant Chapters, including Background Report and Draft / Final EIR
- The City of Citrus Heights General Plan Annual Progress Report 2017
- The City of Citrus Heights Greenhouse Gas Reduction Plan
- The City of Citrus Heights Neighborhood Traffic Management Plan
- Relevant projects in the 2019-2023 Annual Capital Improvement Program (CIP)
- The City’s various Complete Streets Plans (i.e., Old Auburn Road and Sunrise Blvd)
- The City’s Safe Routes to School Plans (i.e., work to date on the Mariposa SRTS and Carriage Drive and Lauppe Lane Safe Schools Corridor Plan) including community engagement records and summaries
- SACOG’s Sustainable Communities Strategy (SCS) Program
- City’s Crossroads Collision data augmented with following if necessary:
  - Statewide Integrated Traffic Records System (SWITRS) crash data for Citrus Heights
  - Transportation Injury Mapping System (TIMS) crash data and summary maps for Citrus Heights
  - City of Citrus Heights Police Department Reports for Fatal and Severe Injury Crashes

The consultant will obtain relevant information from State and Federal resources including:

- California Manual on Uniform Traffic Control Devices (CA MUTCD)
- California Systematic Safety Analysis Report Program Guidelines
- California Strategic Highway Safety Plan (SHSP)
- Caltrans Complete Streets Implementation Action Plan 2.0
- Caltrans Local Roadway Safety Manual
- Caltrans Local Assistance Procedures Manual (LAPM) with current amendments
- Caltrans Local Programs Procedures (LPP), with current amendments
- U.S. Department of Transportation Systematic Safety Project Selection Tool
- FHWA’s Crash Modification Factor Clearinghouse, www.cmfclearinghouse.org

In addition, the City will:

- Provide traffic counts from City’s database (Note: this scope does not include costs to conduct new traffic counts to fill gaps in available data and assumes the City will conduct new traffic counts if necessary).
- Request SWITRS data from State to augment TIMS data
• Provide Police Dept. accident reports if necessary
• Provide baseline data and information such as aerial imagery, GIS files, traffic control inventories, etc.

**Task 2.2 – Observational Information** - The Consultant will conduct a detailed interview of City Staff (Planning, Engineering and Police Department Traffic Division) for historical, personal observations of problem areas, frequently expressed concerns, accident frequency and types.

• **Responsible Party:** City of Citrus Heights, Consultant

**Stakeholder Interviews**

The consultant will conduct interviews with key stakeholders in the following City departments: planning, engineering, police and fire.

The City will arrange either one combined stakeholder meeting between consultant and the above stakeholders or arrange for sequential interviews of each stakeholder within a single day.

**Task 2.3 – Qualitative Analysis/Field Assessments** - The Consultant will conduct formal and informal field assessments to collect relevant information to aid in completing safety analyses and identifying potential countermeasures. This will include, but is not limited to, taking photos, measurements, documenting safety barriers, hazards and substandard conditions in various neighborhoods Citywide. This task will be completed during weeks of normal school operation with no holidays.

• **Responsible Party:** City of Citrus Heights, Consultant

Prior to conducting field reviews, the consultant team will request from the City digital imagery including high-resolution aerial photography. The consultant will also utilize images from Google Earth and Google Street View. This data will be used as a resource to identify potential issues before conducting the field reviews, and as a record. If possible, aerial imagery will be integrated in the GIS layers created for this study. Additionally, roadway geometric data (e.g., as-built plans), traffic control inventories, cross-sections, improvement plans, roadway classifications, traffic volumes, speed studies, safe routes to school studies, and other relevant and available information will be requested from the City.

After the initial review of crash data and citizen requests for safety improvements, the consultant team will conduct field reviews of corridors and specific locations, as necessary, to gain an understanding of the City’s roadway network and collect information on various roadway features and conditions not clearly documented elsewhere. Field data will be reviewed for contributing factors and will be used in subsequent tasks to identify countermeasures and feasible locations.

**Task 2.4 - Quantitative Analysis** - The Consultant will conduct a quantitative analysis to identify accident “hot spots” and identify collision trends around the City. The past 15 years of collision data will be provided to the Consultant from the City’s collision database (Crossroads) for analysis.

• **Responsible Party:** City of Citrus Heights, Consultant

The consultant will review the collision data provided by the City and conduct the following customary analyses:
- Highest Occurring Collision Types (up to 10 most frequent types)
- High-Risk Corridors and Intersections

Regardless of which analysis type is primary, both analyses are required to be included in the assessment. The assessment includes calculation of roadway segment crash rates and intersection crash rates, comparing to statewide and countywide average rates to identify unusual locations requiring exploration.

Identification of possible trends, patterns and common contributing factors will be based on GIS mapping and analysis of the compiled crash data. Maps showing the locations of crashes and highlighting collision types and severity will be created to aid in the identification of crash hotspots. Where crash hotspots are identified, an analysis of crash type will provide an indication as to whether there is a common causation or underlying contributing factor. Infographic maps and tables shall be developed illustrating collision severity and locations of collisions.

**Task 2.5 – Identify Preliminary Countermeasures** – The Consultant will summarize the findings of Tasks 2.1 - 2.4 and develop a preliminary matrix of countermeasures best suited to address issues throughout the City. The countermeasures matrix will include sketches, preliminary costs, expected benefits and potential impacts for each countermeasure. Countermeasures will include innovative education and enforcement applications, taking advantage of a variety of new technology.

- **Responsible Party**: City of Citrus Heights, Consultant

The consultant will work with the City to develop a “toolbox” of systemic low-cost countermeasures, larger capital improvement countermeasures, and programmatic countermeasures to address the collision patterns and safety concerns identified through the data analysis tasks and review of citizen requests for safety improvements. The analysis will include a rough order of magnitude planning-level costs, and potential benefits and trade-offs of implementing each countermeasure. Specifically, the consultant will:

- Based on the recurring collision trends, patterns, and risk factors identified through the data analysis and citizen requests for improvements the consultant will identify low-cost systemic countermeasures that can be applied throughout the City of Citrus Heights to address existing safety concerns and areas where potential risk factors suggest the need to proactively address future collisions.
- The eligibility of countermeasures for federal funding will be an important consideration but is only one of many criteria that informs the recommended measures and their priorities.
- The consultant will assess the results of the data analysis and may identify safety concerns that would be better addressed with larger capital projects rather than low-cost systemic treatments to address specific types of crashes or combinations of crashes.
- For engineering-based improvements, the consultant will identify the tradeoffs that are typically made with each countermeasure and consider potential transportation system impacts associated with implementing a countermeasure. For example, adding a turn-lane at an intersection provides reduced risk for motor vehicle crashes but increases the crossing distance and exposure for pedestrians. These potential impacts will be documented as part of the countermeasure summary.
The consultant will use resources such as the California MUTCD, Caltrans Local Road Safety Manual, FHWA’s CMF Clearinghouse, AASHTO’s Highway Safety Manual, and NCHRP Report 841 to quantify the potential benefits of the countermeasures based on proven crash reduction benefits. The consultant will NCHRP’s Guidance to Improve Pedestrian and Bicyclist Safety at Intersections, which focuses specifically on selecting and combining countermeasures for maximum effectiveness.

- The consultant will identify programmatic types of countermeasures including education, enforcement, or emergency services considerations to address certain types of safety issues.
- Countermeasure selection includes NTMP types of measures used to slow traffic or discourage cut-through traffic in residential neighborhoods. The toolbox will include these types of countermeasures and will be comparatively evaluated based on a different set of criteria than used for safety countermeasures.

**Task 2.6 – Draft Process Guidelines** – The Consultant will develop draft process guidelines outlining how requests are submitted by residents/neighborhoods and how countermeasures are selected.

- **Responsible Party:** City of Citrus Heights, Consultant

The consultant will develop a protocol and guidelines for changing the current way residents and neighborhoods submit requests to investigate traffic and safety issues. Based on conversations with the City regarding the effectiveness of the process, with a focus on how the City receives information from the public, the consultant will prepare an outline of alternative processes that integrate both NTMP and safety concerns.

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<td>Summary Memo</td>
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<td>2.5</td>
<td>Countermeasures Matrix</td>
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<td>2.6</td>
<td>Background Summary Report</td>
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**3. Develop Prioritization Methodology**

**Task 3.1 – Prioritization Methodology Criteria and Desired Outcomes Review** - Consultant will meet with City staff (Planning, Engineering and Police Department Traffic Division) to discuss the objective of prioritization of safety concerns and potential criteria to be used as the basis for evaluation and ultimate prioritization of those concerns.

- **Responsible Party:** City of Citrus Heights, Consultant

The consultant will compile and assess potential criteria (including those initially identified by the City) for consideration in the alternative methodologies and rank them by ease of data collection and application. After compiling and assessing criteria and ranking and prioritization methods, the consultant will meet with City stakeholders to discuss the list of criteria and review the consultant’s assessment.

The consultant will identify various methodologies for ranking and prioritizing safety concerns and citizen requests for improvements based on review of other jurisdiction’s ranking and prioritization.
procedures, and review of national research. One of these methods will include a variation of the 
ActiveTrans Priority Tool, developed by Toole Design as part of NCHRP 803 Pedestrian and 
Bicycle Transportation Along Existing Roads.

**Task 3.2 – Confirm Prioritization Methodology** - Consultant will provide a memo summarizing 
various possible approaches to prioritizing neighborhood traffic safety concerns and provide a 
detailed discussion outlining the preferred methodology. The summary memo will include any 
additional data needs.

- **Responsible Party:** City of Citrus Heights, Consultant

After reviewing and assessing the criteria and ranking and prioritization methods in Task 3.1, the 
consultant will document the consultant’s review of potential approaches and identify a preferred 
prioritization methodology and associated criteria.

**Task 3.3 – Draft Prioritization Tool** - Consultant will develop a draft working model of the 
prioritization tool utilizing Microsoft EXCEL software, or another City approved platform. 
Consultant will perform validation testing to ensure the tool returns the desired outcomes. Note: 
the tool shall not contain any proprietary processes.

- **Responsible Party:** City of Citrus Heights, Consultant

The preferred prioritization method will be developed into a spreadsheet model customized for 
Citrus Heights. The model will also prioritize safety countermeasures based on how well they 
improve safety conditions using standardized Crash Modification Factors (CMF) analyses.

The consultant will conduct a thorough testing and validation of the model under multiple 
scenarios to confirm the model produces consistent results. The consultant will document the 
validation process, findings and results.

**Task 3.4 – Develop Final Prioritization Tool** – Using data and feedback from Tasks 2.1 – 2.4, 
3.1 – 3.3 and 4.5 compile the final fully functional prioritization tool in Microsoft EXCEL, or 
another City approved platform.

- **Responsible Party:** City of Citrus Heights, Consultant

Based on the validation process in Task 3.3 the consultant will make necessary adjustments to the 
prioritization model and submit to the City the final electronic version of the model (in Microsoft 
Excel format) along with a brief User Instruction memorandum.

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<td>Summary Memo</td>
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<td>3.3</td>
<td>Draft prioritization tool</td>
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<td>3.4</td>
<td>Microsoft Excel file of prioritization and User</td>
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<td></td>
<td>Instruction memorandum</td>
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4. **Community Engagement**

**Task 4.1 — Community Engagement Program** - The consultant will develop the Community 
Engagement Program based on the outline developed during the Project Kick-off Meeting (Task 
1.4). The Community Engagement Program will outline the specifics for conducting multiple
community meetings, “pop up” workshops, and one City Council meeting. Community meetings will be held in various formats and at various times, tailored to each specific neighborhood, to capture feedback from a large number and variety of residents. Potential meeting formats include attending already scheduled Neighborhood Association meetings, open house and “pop up” events, School Parent/Teacher Association meetings or Back to School Nights, etc.

The Community Engagement Program will specify for each meeting, the format/structure, topic and objectives, location, community outreach strategy, and procedures to ensure accessibility for all residents (e.g., Spanish, Russian and/or other translation, sign language, etc.). The community engagement strategy describes the process, steps, and costs involved in inviting City residents to participate in the project’s community meetings. The strategy will include details regarding timing, outreach method(s), duration, target population, use of innovative technology and social media platforms, key stakeholders to be included and estimated cost.

- **Responsible Party**: City of Citrus Heights, Consultant

The consultant will meet with the City to discuss and outline the preferred strategy for involving stakeholders and the community. The feedback from this discussion will be incorporated into the Community Engagement Program confirming the outreach strategy, the key stakeholders, City Council Workshop and Community Workshop timing, key delivery and engagement milestones, division of roles and responsibilities and task breakdown.

The consultant will discuss with the City how best to distribute information to reach community members who are elderly, disabled, low income, youth, businesses, environmental interest groups and public health interest groups, along with the consultant’s recommendations based on previous experience reaching out to these groups. This will be submitted to the City for review, comment and final agreement.

The Community Engagement Program will outline the recommended approach to timelines for meetings and workshops, venues, social media posts, flyers, website postings, mailings, fact sheets including the types and quantities of content to be provided. The consultant will provide costs for the program based on the consultant’s experience implementing such programs throughout California.

As part of this task, the consultant will:
- Conduct a pre-plan development meeting
- Prepare engagement program
- Conduct training for City staff for soliciting input from the community during pop-up events (Note: City staff is not expected to present technical aspects of the program during pop-up events)

As part of this task the City will:
- Arrange and attend pre-plan development meeting
- Review/comment on Community Engagement Program
- Attend consultant-led training
- Organize stakeholder ‘roadshow’ as defined in the Community Engagement Program
Task 4.2 – Announcements/Flyers/Engagement Materials - The City and Consultant will make announcements at various public meetings throughout the City, including neighborhood meetings, City Council, Planning Commission, the Sunrise Recreation and Parks District, Chamber of Commerce, and local civic groups. Flyers will be distributed at all above-mentioned meetings, local schools, City government offices and other location as outlined in Task 4.1.

- **Responsible Party**: City of Citrus Heights, Consultant

As part of this task, the consultant will:

- Prepare content for flyers
- Develop booklets for community engagement
- Develop boards for outreach events
- Provide written translation for materials into Spanish
- Develop WALKshop maps (see Task 4.5)
- Develop brand identity building from materials from Client’s current branding and recent branding for other City programs.

As part of this task the City will:

- Provide comment for flyer and engagement material
- Print and distribute flyers / online Social Media and website posts
- Print booklets / plot large-sized materials such as boards and posters
- Provide written translation for materials into languages other than Spanish
- Print base maps for engagement activity and WALKshop maps
- Provide materials from Client’s current branding and recent branding exercises for use as a base for Steer’s branding work.

Task 4.3 – Direct Mail Announcements – In addition to the outreach described in Task 4.2, the City and Consultant will conduct a direct mail campaign to neighborhood association representatives, key stakeholders, local bicycle/running clubs, local businesses, San Juan Unified School District and Sacramento Regional Transit District, to name a few. The purpose of the direct mail campaign will be to provide personalized invitations to key stakeholders about the proposed Program, the City’s desire for resident participation, and to provide general information about community meetings and a point of contact for questions.

- **Responsible Party**: City of Citrus Heights, Consultant

As part of this task, the consultant will:

- Develop announcement content for different audiences
- Identify target areas/audiences to receive mailers

As part of this task the City will:

- Develop mailing list
- Print and send mail announcements
- Provide postage (Note: this scope assumes the City is fully responsible for the cost of distributing direct mailing announcements)
Task 4.4 – PSAs and Social Media Blasts - The City and Consultant will develop and distribute public service announcements (PSAs) to the City’s newspaper, the Citrus Heights Sentinel and Citrus Heights Messenger and the City’s website, Facebook and Twitter sites. The announcements will describe the purpose of the program, and information on community outreach events.

- **Responsible Party**: City of Citrus Heights, Consultant

As part of this task the consultant will:

- Provide copy/content for PSAs and a repository of social media posts
- Provide recommendations on posting frequency and language
- Contribute to a joint consultant/City repository of photos for posts

As part of this task the City will:

- Be responsible for all postings/distribution - list of outreach channels agreed upon with City during development of engagement program
- Contribute to a joint consultant/City repository of photos for posts

Task 4.5 – Initial Community Engagement – The City and Consultant will host and attend various community meetings following the procedures outlined in the Community Engagement Program (Task 4.1). The initial meetings will introduce the proposed Program to the public, define project parameters, and solicit opinions from the community to help shape the development of the Multi-Modal Transportation Safety Program. The primary focus of the initial meetings will be to solicit feedback regarding existing conditions, the draft countermeasure “Tool Box” and proposed methodology for prioritizing requests or adding to the findings in Tasks 2.1 - 2.6 and 3.1 – 3.2.

The meeting formats will be determined during the development of the Community Engagement Program (Task 4.1), but meetings are expected to include innovative open house community meetings, small-group charrettes, and/or walking tours. The meetings will be open to the public, without restriction. Social media tools and web-based feedback tools will also be utilized to complement the meeting formats and solicit additional feedback.

- **Responsible Party**: City of Citrus Heights, Consultant

The consultant will conduct the following meetings and workshops as part of Task 4.5:

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<tr>
<th>Meeting / Workshop</th>
<th>No. of Meetings</th>
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<tr>
<td>Finalize Community Engagement Plan</td>
<td>1</td>
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<tr>
<td>Community Workshops and WALKshops to Solicit Feedback and Ideas</td>
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As part of this task the consultant will:

- Provide background and marketing material for the City to distribute, such as content generation for Facebook and Instagram posts, tweets and blog or news items, as set out in the approved Community Engagement Program (Note: Our cost proposal assumes that the Steer team will provide the City with print-ready and digital collateral material, but the City is responsible for mass-printing, and postage for mailing)
- Prepare collateral materials including existing conditions workbooks, presentation boards, other presentation materials, walking tour map for an area around the selected venue, and base maps of the City as an idea generating and discussion aid. All material will be issued in digital form to the City for one round of comments and approval. We anticipate producing existing conditions handouts for the initial gathering point of the walking tour.
- Identify the two venues for the workshops, in collaboration with City staff, and nearby walking tour routes where the consultant can point out and discuss potential safety issues as well as exemplary safety improvements.
- Prepare discussion points and content for reference handout / fact sheet for participants to share with any neighbors or friends who may be interested but were not able to attend. Consultant will focus on these key topics to fuel discussion and uncover friction points and positive experiences in how they currently make connections between their neighborhoods, transit, schools, shopping, and work. A potential program for the workshops is as follows:
  - Participants arrive and view existing conditions boards
  - Welcome announcement, introduction to Complete Streets, safety and the program, and structure of the Workshop
  - WALKshop with participants (possibly divided into two groups)
  - Return to venue for discussion and feedback (possibly breaking into small groups facilitated by Steer and City staff to record feedback and ideas)
- Attend other events/meetings that overlap with visits for Community Workshops

As part of this task the City will:
- Make available suitable venues for the workshops including the necessary audio-visual equipment, screens, tables and chairs
- Provide printed workshop materials (digital content provided by consultant)
- Attend, and assist with, workshop set-up / take-down and help facilitate discussion
- Assist with WALKshops to explain history or background behind specific points of interest or safety issues
- Provide food/ refreshments for workshop participants

**Task 4.6 – Additional Community Engagement** – The City and Consultant will host a second round of community engagement meetings following the procedures outlined in the Community Engagement Program (Task 4.1). The meetings will recap the previous engagement efforts and present information solicited by the public related to the Multi Modal Transportation Safety Program. The primary focus will be to provide information on the updates to the Program since the last group of meetings (Task 4.5), solicit feedback on any updates to the countermeasure “Tool Box” and prioritization methodology and to hear any final concerns. Finally, information on the next steps of the program will be presented.

The meeting format will be determined during the development of the Community Engagement Program (Task 4.1), but it is expected that meetings may include open house community meetings and/or small-group charrettes. The meeting will be open to the public, without restriction.

- **Responsible Party**: City of Citrus Heights, Consultant

As part of this task the consultant will:
- Conduct one community meeting to present our progress on developing the Multi Modal Transportation Safety Program and solicit feedback from the community. The progress meeting would coincide with a program milestone agreed upon with City staff in the Community Engagement Plan to maximize meaningful input from the Community.
- Conduct a second community meeting to present the Draft Final Multi Modal Transportation Safety Program and solicit feedback from the community.
- Conduct “pop-up” meetings and attend community events coinciding with other planned meetings with City.

As part of this task the City will:

- Support consultant at pop-up events
- Attend community organization meetings where consultant cannot attend for soliciting community input only (City is NOT expected to present technical information)
- Be key contact for community organizations on the project

**Task 4.7 – Engagement Summary Report** – The Consultant will summarize the findings of Tasks 4.1 - 4.6 in a Summary Report. The summary report will serve to memorialize the feedback received as part of the engagement process to be incorporated into the final program as part of Tasks 5.2 and 5.3.

- **Responsible Party:** City of Citrus Heights, Consultant

As part of this task the consultant will:

- Develop report based on Steer-led engagement
- Assess impact of different outreach methods
- Provide recommendations for long-term incorporation of outreach into safety program
- Document the Community Engagement Program in a summary report for integration into the final program

As part of this task the City will:

- Provide input for report regarding City-attended pop-up events/meetings not attended or led by consultant
- Provide input on City’s plan for long-term ongoing outreach for the safety program

**Task 4.8 – City Council Meetings** – The City and Consultant will present the Multi Modal Transportation Safety Program at one City Council Workshop to solicit input from elected officials that will be considered and incorporated into the Final Program adoption (Task 5.4).

- **Responsible Party:** City of Citrus Heights, Consultant

As part of this task the consultant will:

- Provide information and content for staff report
- Prepare PowerPoint presentation for City Council
- Consultant Project Manager will attend and present MMTSP at one Council Meeting/Workshop (Summer 2020)
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<td>PSAs and Social Media Posts</td>
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<td>Engagement Summary Report</td>
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<td>4.8</td>
<td>Meeting Agenda, Minutes, Presentation</td>
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5. Develop the Program

Task 5.1 - Background Summary Report – The Consultant will summarize the findings of Tasks 2.1 - 2.6 and 3.1 - 3.2 in a Summary Report. The summary report will serve as the basis of presenting existing conditions and an outline of the proposed program during the Initial Community Engagement (Task 4.5).

- **Responsible Party**: City of Citrus Heights, Consultant

As part of this task, Consultant will prepare a Summary Report consolidating and distilling the information developed in previous tasks and deliverables. Since the Summary Report serves as a resource for development of the Draft Program it will remain in an annotated draft form identifying corrections and revisions to incorporate into the main body and appendices of the Draft Program.

Task 5.2 - Draft Program Development and Circulation - The Consultant will summarize all the data collected, qualitative and quantitative analyses (Tasks 2.1 – 2.6 and 3.1 - 3.3) and community input (Task 4.5) in a Draft Program document.

The Consultant will prepare a draft Multi Modal Transportation Safety Program that brings together all desired components/chapters of the plan in a structured format. The Program will be responsive to community feedback and result in objective way of evaluating, prioritizing and implementing multi modal safety measures in neighborhoods throughout the City. Information from Tasks 4.7 and 5.1 will be carried over into the Program document. The Program will include, but is not limited to, the following chapters:

- Executive Summary
- Summary of Existing Conditions
- Goals and Objectives of the Program
- Process Overview
- Countermeasures
- Request Prioritization Methodology and Tool

The Program Appendices may include, but are not limited to, the following:

- Recommended Policy Guidelines
- Request Submittal Process Outline
- Request Review and Prioritization Process Guidelines
- Countermeasure Implementation and Follow Up Evaluation Guidelines
City Staff and Consultant will circulate and/or present the draft to community stakeholders. Comments, feedback and recommended edits and additions will also be collected from City leaders, City staff, Caltrans and key stakeholders.

- **Responsible Party:** City of Citrus Heights, Consultant

As part of this task, the consultant will prepare a Draft Multimodal Transportation Safety Program that summarizes the data collected, qualitative and quantitative analyses (Tasks 2.1 – 2.6 and 3.1 - 3.3) and community input (Task 4.5). Information from Tasks 4.7 and 5.1 will be carried over and incorporated into the Draft Program document. The Draft Program will include, but is not limited to, the following chapters:

- Executive Summary
- Summary of Existing Conditions
- Goals and Objectives of the Program
- Process Overview
- Countermeasures
- Request Prioritization Criteria, Methodology and Tool

The Program Appendices may include, but are not limited to, the following:

- Recommended Policy Guidelines
- Request Submittal Process Outline
- Request Review and Prioritization Process Guidelines
- Prioritization Tool User Instructions
- Countermeasure Implementation and Follow Up Evaluation Guidelines

The consultant will present the draft to community stakeholders as described in Task 4.6 to solicit and record feedback on the Draft Multimodal Transportation Safety Program.

As part of this task the City will:

- Circulate and make available for stakeholder and community review the Draft Multimodal Transportation Safety Program.
- Collect and provide to the consultant any comments, feedback and recommended edits and additions the City receives from City leaders, City staff, Caltrans and key stakeholders.

**Task 5.3 – Final Program Development** - Consultant will incorporate all feedback received in Tasks 4.5 - 4.8 into the Final Multi Modal Transportation Safety Program. Consultant will incorporate feedback received from City staff, elected officials, Caltrans, and key stakeholders.

The consultant will prepare the content and presentation for the City Council and Caltrans—presented jointly by the consultant’s Project Manager and City staff.

- **Responsible Party:** City of Citrus Heights, Consultant

As part of this task, the consultant will review and integrate appropriate responses into the Final Multimodal Transportation Safety Program based on the comments, feedback and recommended edits and additions from City leaders, City staff, Caltrans and key stakeholders received in Task 5.2.
Task 5.4 – City Council Adoption – City Staff will present the final Multi Modal Transportation Safety Program to the Citrus Heights City Council for formal adoption by resolution. Adoption of the Program will pave the way for Citywide implementation.

- **Responsible Party:** City of Citrus Heights

No consultant work included in this task item.

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<tr>
<td>5.1</td>
<td>Preliminary Summary Report</td>
</tr>
<tr>
<td>5.2</td>
<td>Draft Multi Modal Transportation Safety Program</td>
</tr>
<tr>
<td>5.3</td>
<td>Final Multi Modal Transportation Safety Program</td>
</tr>
<tr>
<td>5.4</td>
<td>Agenda item and Resolution of Adoption</td>
</tr>
</tbody>
</table>

6. Prioritization and Recommendations

Task 6.1 – Review Existing Requests – Using the Final Prioritization Tool developed in Task 3.4, the consultant will evaluate a backlog of 15 years of resident service requests for various traffic safety measures throughout the City. The result of this task will be a final list of prioritized projects.

- **Responsible Party:** City of Citrus Heights, Consultant

The consultant will apply the validated prioritization model to the City’s backlog of requests for implementing safety measures which will output a ranked list of NTMP and safety issues for resolution. The consultant will develop a list of safety improvements projects across the City based on the following:

- The prioritized NTMP and safety concerns/issues resulting from the model application
- The consultant’s systemic analysis of collision history and risk-based analysis developed in the data analysis task and the previous selection of countermeasures

The consultant will work with the City to integrate considerations related to the ease of project implementation, potential funding for the countermeasure package, the ability to align safety improvements with other programmed improvements or upcoming maintenance work, and the ability to implement the improvement in a timely manner. Consultant may also consider additional factors identified in consultation with the City (e.g., geographic equity, socio-demographic equity).

Task 6.1 will result in recommended NTMP and/or safety projects associated with each prioritized concern /issue evaluated in the model.

**Task 6.2 – Transportation Advisory Committee** - The prioritized list of projects developed during Task 6.1 will be discussed by a City Transportation Advisory Committee. The Committee will develop a final list of the highest priority top ranked multi modal safety projects recommended for implementation and/or construction. It is anticipated that the projects selected will consist of both high cost and low cost treatments.

The Transportation Advisory Committee will be formed as part of this project but will remain active after final adoption of the Multi Modal Transportation Safety Program. The Committee will be comprised of staff from various departments including General Services, Police and Fire to
name a few. The ongoing role of the Committee will be to evaluate resident concerns and requests utilizing the Final Prioritization Tool, develop methods and recommendations for funding the various projects, oversee implementation and evaluate effectiveness of the countermeasures.

- **Responsible Party**: City of Citrus Heights

*No consultant work included in this task item.*

**Task 6.3 – Implementation and Construction Funding Report** – Consultant will research methods and funding sources for the list of top ranked projects developed during Task 6.2. The consultant will prepare a Summary Report detailing potential funding opportunities and their requirements.

- **Responsible Party**: City of Citrus Heights, Consultant

The consultant will identify potential funding sources (e.g., grants, Capital Improvement Program (CIP), Active Transportation Program, Sustainable Communities grants, TDA-3, Measure R, Measure M, SB1, etc.) that could be used to support infrastructure improvements.

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1</td>
<td>Final List of Prioritized Projects</td>
</tr>
<tr>
<td>6.2</td>
<td>Top Ranked Project List</td>
</tr>
<tr>
<td>6.3</td>
<td>Funding Opportunities Summary Report</td>
</tr>
</tbody>
</table>

**7. Grant Management**

**Task 7.1 – Invoicing** - Develop and submit complete invoice packages to Caltrans District staff based on milestone completion, at a frequency to be identified in the contract.

- **Responsible Party**: City of Citrus Heights

*No consultant work included in this task item.*

**Task 7.2 – Quarterly Reporting** - Develop and submit quarterly reports to Caltrans District staff providing a summary of project progress and expenditures.

- **Responsible Party**: City of Citrus Heights, Consultant

The consultant will prepare draft and final quarterly progress reports and project close-out report as required by Caltrans for SB-1 and/or Sustainable Communities grants.

**Task 7.3 – Grant Close Out** - Develop and submit a final close-out report to Caltrans District staff as required by the contract.

- **Responsible Party**: City of Citrus Heights

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.1</td>
<td>Invoice Packages</td>
</tr>
<tr>
<td>7.2</td>
<td>Quarterly Reports</td>
</tr>
<tr>
<td>7.3</td>
<td>Final Grant Close Out Package</td>
</tr>
</tbody>
</table>

*No consultant work included in this task item.*
### Task 1: Project Management

#### 1.1 Project Management/Coordination
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#### 1.2 Data Collection
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#### 1.3 Qualitative Analysis / Field Assessments
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#### 1.4 Kick-Off Meeting
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### Task 2: Identify Safety Issues and Countermeasures

#### 2.1 Data Collection
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#### 2.2 Observational Information
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#### 2.3 Qualitative Analysis / Field Assessments
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#### 2.4 Quantitative Analysis
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#### 2.5 Identify Preliminary Countermeasures
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#### 2.6 Draft Process Guidelines
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### Task 3: Develop Prioritization Methodology

#### 3.1 Prioritization Criteria / Desired Outcomes Review
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#### 3.2 Draft Prioritization Tool
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#### 3.3 Draft Prioritization Tool
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#### 3.4 Develop Final Prioitization Tool
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### Task 4: Community Engagement

#### 4.1 Community Engagement Program
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#### 4.2 Announcement/Types/Engagement Materials
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#### 4.3 Direct Mail Announcements
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#### 4.4 PSAs and Social Media Blasts
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#### 4.5 Initial Community Engagement
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### Task 5: Develop the Program

#### 5.1 Background Summary Report
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#### 5.2 Draft Program Development and Circulation
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#### 5.3 Final Program Development
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#### 5.4 City Council Adoption
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### Task 6: Prioritization and Recommendations

#### 6.1 Review Existing Requests
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#### 6.2 Transportation Advisory Committee
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### Task 7: Grant Management

#### 7.1 Invoicing
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#### 7.2 Quarterly Reporting
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#### 7.3 Grant Close-Out
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- 

### Task 8: Total Costs by Task

<table>
<thead>
<tr>
<th>Task</th>
<th>Project No. 20-18-006, January 31, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>City of Citrus Heights Multimodal Transportation Safety Program</td>
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<tr>
<td></td>
<td>Statutes, Ordinances, Codes, and Policies</td>
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<tr>
<td></td>
<td>Safety Issues / Countermeasures Methodology</td>
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<tr>
<td></td>
<td>Grant Management</td>
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<tr>
<td></td>
<td>Project Management</td>
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<td>Community Engagement</td>
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<tr>
<td></td>
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<td>-------</td>
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<td>Task 1</td>
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<td>Identify Safety Issues &amp; Countermeasures</td>
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<td>Task 3</td>
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<td>Task 5</td>
<td>Develop the Program</td>
</tr>
<tr>
<td>Task 6</td>
<td>Prioritization and Recommendations</td>
</tr>
<tr>
<td>Task 7</td>
<td>Grant Management</td>
</tr>
<tr>
<td>Task 8</td>
<td>Total Costs by Task</td>
</tr>
</tbody>
</table>

### Task Costs by Task

- **Task 1: Project Management**
  - Total Hours: 23
  - Total Cost: $5,240.43

- **Task 2: Identify Safety Issues & Countermeasures**
  - Total Hours: 32
  - Total Cost: $10,316.66

- **Task 3: Develop Prioritization Methodology**
  - Total Hours: 26
  - Total Cost: $7,144.17

- **Task 4: Community Engagement**
  - Total Hours: 52
  - Total Cost: $2,570.75

- **Task 5: Develop the Program**
  - Total Hours: 245
  - Total Cost: $12,675.98

- **Task 6: Prioritization and Recommendations**
  - Total Hours: 246
  - Total Cost: $17,386.15

- **Task 7: Grant Management**
  - Total Hours: 34,009.13
  - Total Cost: $18,439.35

### Total Labor Cost

- **Total Labor Cost:** $36,703.82

### Fully Loaded Billing Rates

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<th>Level</th>
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<th>Rate</th>
<th>Rate</th>
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<td>Deputy/Manager</td>
<td>$126.50</td>
<td>$96.78</td>
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<td>Data Analyst/Advisor</td>
<td>$82.00</td>
<td>$64.64</td>
<td>$70.58</td>
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<td>Community Engagement Lead</td>
<td>$30.00</td>
<td>$24.00</td>
<td>$27.00</td>
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<tr>
<td>Data Collection / Support</td>
<td>$6.25</td>
<td>$5.00</td>
<td>$5.64</td>
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<td>Safety Issues / Countermeasures</td>
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<td>Program Development</td>
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<td>Support</td>
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<td>$92.00</td>
<td>$103.00</td>
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ATTACHMENT B
ADDITIONAL TERMS

1. INDEMNIFICATION.

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend with counsel acceptable to CITY, and hold harmless CITY and its officers, officials, employees, agents and volunteers (collectively, “Indemnitees”) from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney’s fees, costs and fees of litigation, (collectively, “Liability”) of every nature arising out of or in connection with CONSULTANT’s performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of CITY. If CONSULTANT is performing design professional services, CONSULTANT’s obligations under this section shall be limited to the extent required by Civil Code section 2782.8.

Acceptance by CITY of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT 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 CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT 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 CITY.

2. INSURANCE.

Before beginning any services under this Agreement, CONSULTANT, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the CONSULTANT’s bid or proposal. CONSULTANT shall be fully responsible for the acts and omissions of its subcontractors or other agents.

2.1 Workers’ Compensation. CONSULTANT 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 CONSULTANT in the amount required by applicable law. The requirement to maintain Statutory Workers’ Compensation and Employer’s Liability Insurance may be waived by the CITY upon written verification that CONSULTANT is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

2.2 Commercial General and Automobile Liability Insurance.

2.2.1 General requirements. CONSULTANT, 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 $2,000,000 per occurrence and $4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.
2.2.2 **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 CONSULTANT has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

2.2.3 **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. CITY, 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 CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the CONSULTANT. Coverage can be provided in the form of an endorsement to the CONSULTANT’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 CONSULTANT’s insurance covered shall be primary insurance as respects the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents or volunteers shall be excess of the CONSULTANT’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. CONSULTANT agrees to give at least 30 days prior written notice to CITY before coverage is canceled or modified as to scope or amount.

2.3 **Professional Liability Insurance.**

2.3.1 **General requirements.** CONSULTANT, 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 CONSULTANT’s errors and omissions.

2.3.2 **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, CONSULTANT 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 CITY for review prior to the commencement of any work under this Agreement.

2.4 **All Policies Requirements.**

2.4.1 **Submittal Requirements.** CONSULTANT shall submit the following to CITY prior to beginning services:

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

2.4.2 **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.

2.4.3 **Deductibles and Self-Insured Retentions.** Insurance obtained by the CONSULTANT shall have a self-insured retention or deductible of no more than $100,000.

2.4.4 **Wasting Policies.** No policy required herein shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

2.4.5 **Waiver of Subrogation.** CONSULTANT hereby agrees to waive subrogation which any insurer or contractor may require from CONSULTANT by virtue of the payment of any loss. CONSULTANT 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 CITY has received a waiver of subrogation endorsement from the insurer.

The Worker’s Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its employees, agents, and subcontractors.

2.4.6 **Subcontractors.** CONSULTANT shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and CONSULTANT shall ensure that CITY, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

2.4.7 **Excess Insurance.** If CONSULTANT maintains higher insurance limits than the minimums specified herein, CITY shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

2.5 **Remedies.** In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order CONSULTANT to stop work under this Agreement and withhold any payment that becomes due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

3. **LICENSES & PERMITS.**

CONSULTANT represents and warrants to CITY that CONSULTANT and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits,
consulting services agreement between 
city of citrus heights and steer

qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, CONSULTANT and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from CITY.

4. ASSIGNMENT AND SUBCONTRACTING.

CITY and CONSULTANT recognize and agree that this Agreement contemplates personal performance by CONSULTANT and is based upon a determination of CONSULTANT’s unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to CITY for entering into this Agreement was and is the professional reputation and competence of CONSULTANT. CONSULTANT may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

5. GOVERNING LAW & VENUE

In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in Sacramento County or in the United States District Court for the Eastern District of California. The laws of the State of California shall govern this Agreement.
DATE: February 14, 2019

TO: Mayor and City Council Members
    Christopher W. Boyd, City Manager

FROM: Amy Van, City Clerk

SUBJECT: Amendments to the Citrus Heights Municipal Code to Add a Planning Commission Member Residency Requirement

Summary and Recommendation

Currently the city’s municipal code does not require Planning Commission appointees to live within the city even though this is a desirable requirement for a commission appointee candidate. Staff recommends the City Council formalize the requirement for candidates to live within the city limits in order to be eligible for a Planning Commission appointment.

Staff recommends the City Council introduce for a First Reading Ordinance No. 2019-___, and waive the reading of the entire ordinance, An Ordinance of the City of Citrus Heights, Amending Section 2-269 of the Citrus Heights Municipal Code regarding the Composition of the Planning Commission.

Fiscal Impact

There is no fiscal impact associated with this action.

Background and Analysis

The Planning Commission is vital to the operation of the city and ensures public engagement in the governmental process. In October, 2018 the City Manager’s Office revitalized the Planning Commission recruitment and application process. The new application process now includes candidate video interviews in order to the City Council to review candidate qualifications in a convenient and modern way. Staff also performed enhanced outreach during the appointment process to inform residents of the opportunity through social media, city e-newsletter, and service group announcements. Through this process the city was able to gain a robust client pool from which the Council made appointments. Through this process Staff also determined that while it is desirable for Planning Commission candidates to live in the city, it is currently not a requirement stipulated in the municipal code. Under the direction of both the outgoing and
incoming Mayors, staff prepared a municipal update for Council consideration upon completion of the most recent appointment process.

The Commission consists of seven members who are neither officers or employees of the city. Each Council Member appoints a member to the Commission to serve a four year term, subject to ratification by the City Council. Additionally, the City Council, by a majority vote, appoints two at-large members to serve two-year terms. The proposed amendment to the Municipal Code would add language regarding the Planning Commissions composition. Staff is recommending to change the composition to require that members of the Planning Commission be residents of the city.

**Attachments**

ORDINANCE NO. 2019-___

AN ORDINANCE OF THE CITY OF CITRUS HEIGHTS AMENDING
SECTION 2-269 OF THE CITRUS HEIGHTS MUNICIPAL CODE REGARDING
THE COMPOSITION OF THE PLANNING COMMISSION

WHEREAS, the City Council has previously established a Planning Commission of
which consist of seven members; and

WHEREAS, the Planning Commission is vital to the operation of the city and ensures
public engagement in the governmental process. The Commission consists of seven members
who are neither officers or employees of the city.

NOW THEREFORE, the City Council of the City of Citrus Heights does ordain as
follows:

Section 1. Amendment. Section 2-269 of the Citrus Heights Municipal Code is hereby
amended to read as set forth below:

Sec. 2-269. – Composition. The Planning Commission shall consist of seven members
who are neither officers nor employees of the city. The members shall be residents of the city.

Section 2. Severability

If any section of this Ordinance is determined to be unenforceable, invalid, or unlawful, such
determination shall not affect the enforceability of the remaining provisions of this Ordinance.

Section 3. Effective Date and Publication

This Ordinance shall take effect thirty (30) days after its adoption, provided it is published in full
or in summary within fifteen (15) days of its adoption, in a newspaper of general circulation
published and circulated in the City of Citrus Heights.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights this ___
day of___2019 by the following vote:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

________________________
Jeannie Bruins, Mayor

ATTEST: