April 25, 2019 AGENDA
CITY OF CITRUS HEIGHTS CITY COUNCIL
6:00 PM SPECIAL MEETING
7:00 PM REGULAR MEETING
City Hall Council Chambers
6360 Fountain Square Drive, Citrus Heights, CA

4-25-19 Agenda Packet

Documents:

4-25-19 AGENDA PACKET.PDF

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 REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Property: 7137 Auburn Boulevard Citrus Heights, Ca 95621
Agency Negotiator: City Manager Christopher W. Boyd, Community Services Director
Rhonda Sherman, Planning Manager Colleen McDuffee
Negotiating Parties: Frank Camarda with San Juan Unified School District
Under Negotiation: Price and Terms of Payment

STUDY SESSION

3. Workshop To Review Fiscal Year 2019/2020:
a. Capital Improvements Projects Funding
b. Community Support Funding
c. Neighborhood Improvement Projects Funding

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

4. Proclamation Of The City Of Citrus Heights Proclaiming April As Fair Housing Month

5. Proclamation Of The City Of Citrus Heights Proclaiming May As Building Safety Month

6. 2019 Dispatcher Of The Year Presentation

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

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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.

7. SUBJECT: Agreement With Kings Business, LLC For Supplemental Police Services
   RECOMMENDATION: R. Lawrence / C. Morris
   RECOMMENDATION: Adopt Resolution No. 2019-____; A Resolution of the City Council of the City of Citrus Heights, California, Approving an Agreement, with the Owner(s) of Kings Business, LLC and Authorizing the City Manager to Execute the Agreement

8. SUBJECT: Agreement With Sunrise Recreation And Park District For Supplemental Police Services
   STAFF REPORT: R. Lawrence / J. Russo
   RECOMMENDATION: Adopt Resolution No.2019-____; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Enter Into an Agreement Between the Sunrise Recreation and Park District and the Citrus Heights Police Department for Supplemental Law Enforcement Services

9. SUBJECT: Resolution Authorizing The City Manager To Execute A Pole Hanging Agreement With The Sacramento Municipal Utility District
   STAFF REPORT: R. Sherman / L. Blomquist
   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 Pole Hanging Agreement with the Sacramento Municipal Utility District

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11. SUBJECT: Senate Bill 1 (SB 1) Road Maintenance And Rehabilitation Account Funding And Project List For FY 2019-2020
STAFF REPORT: R. Sherman / S. Hodgkins / R. Cave
RECOMMENDATION: Adopt Resolution No.2019-____; A Resolution of the City Council of the City of Citrus Heights, California, Approving the Fiscal Year 2019-2020 Project List to be Funded by Senate Bill 1 (Road Repair And Accountability Act of 2017) Road Maintenance and Rehabilitation Account (RMRA) Funding

12. SUBJECT: Quarterly Treasurer’s Report
   STAFF REPORT: R. Rivera / T. Nossardi
   RECOMMENDATION: Receive and File the Quarterly Treasurer’s Report for the Quarter Ending March 31, 2019

PUBLIC HEARINGS

REGULAR CALENDAR

13. SUBJECT: Hazardous Materials Response Teams Agreement With The County Of Sacramento
   STAFF REPORT: G. Anderson
   RECOMMENDATION: Adopt Resolution No.2019-____; A Resolution of the City Council of the City of Citrus Heights, California, Adopting an Agreement with County of Sacramento for Hazardous Material Response Team Services

DEPARTMENT REPORTS

14. SUBJECT: Homeless Presentation Regarding Regional Outreach Efforts
   DEPARTMENT: Police Department

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

ADJOURNMENT
CITY OF CITRUS HEIGHTS
CITY COUNCIL
Special/Regular Meeting of Thursday, April 25, 2019
City Hall Council Chambers
6360 Fountain Square Dr., Citrus Heights, CA
Special Meeting 6:00 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 U-Verse 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

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.

April 19, 2019

Amy Van, City Clerk
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1. Roll Call: Council Members: Daniels, Middleton, Miller, Slowey, Bruins

PUBLIC COMMENT

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### CITY MANAGER ITEMS

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

### ADJOURNMENT
DATE: April 25, 2019

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

FROM: Ronald A. Lawrence, Chief of Police
      Chad Morris, Special Operations Lieutenant

SUBJECT: Agreement with Kings Business, LLC for Supplemental Police Services

Summary and Recommendation

Kings Business, LLC has requested the renewal of the agreement for supplemental police services with the city to enhance safety in and around the area of Stone’s Gambling Hall and Tavern, located at 6508/6510 Antelope Road. Staff recommends the City Council authorize the City Manager to enter into a renewal agreement between the City of Citrus Heights and Kings Business, LLC for supplemental law enforcement services.

Staff recommends the City Council approve Resolution No. 2019-___ a resolution approving an agreement with the owner(s) of Kings Business, LLC and authorizing the City Manager to execute the agreement.

Fiscal Impact

The police services which will be provided under the agreement will be billed, on a monthly basis, to Kings Business, LLC at the agreed upon rate.

There is no fiscal impact associated with this action. The flat rate covers the cost of a full-time, sworn police officer and all other associated costs.

Background and Analysis

The Kings Business, LLC operates Stone’s Gambling Hall and Tavern, a gaming establishment located in the Antelope Crossing Business District. Kings Business, LLC recognizes it is their reasonable responsibility to provide a safe environment for employees and patrons of their
business. The Kings Business, LLC’s goal is to minimize crime and provide a secure environment for their patrons, which requires supplemental police protection services.

Kings Business, LLC has requested the city to provide general police protection services. The Police Department will provide these services with one officer on Fridays and Saturdays for approximately eight hours each day, totaling sixteen hours of supplemental police protection services per calendar week.

The supplemental police services will be coordinated through the Investigations Unit, specifically under the supervision of the Special Investigations Sergeant. The supplemental police services will focus on the business, which needs an increase in police services due to the number of patrons visiting the business, risk associated with the type of business, and frequency of special events.

The agreement for supplemental services will not impair or interfere with the city’s ability to meet its general law enforcement responsibilities or result in any city loss of operational efficiency or readiness.

**Attachments**

1. Resolution 2019-___; A Resolution of the City Council of the City of Citrus Heights, California, Approving an Agreement, with the Owner(s) of Kings Business, LLC and Authorizing the City Manager to Execute the Agreement

2. Police Services Contract
RESOLUTION NO. 2019—____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, APPROVING AN AGREEMENT, WITH THE OWNER(S) OF KINGS BUSINESS, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Kings Business, LLC owns and operates a gambling hall and tavern, commonly referred to as Stones Gambling Hall, within the city's borders;

WHEREAS, the city recognizes its duty, within its budget constraints, to provide police protection services to persons and places within its borders;

WHEREAS, the Kings Business, LLC’s goal is to minimize crime incidents and recognizes the business requires more police protection services than they could alone provide due to the type of business and large number of people who visit;

WHEREAS, the Kings Business, LLC has asked the city to provide enhanced police protection services by providing one Police Officer at the business under the terms set forth herein;

WHEREAS, the city shall perform such police protection services and governmental law enforcement functions authorized by law to and for the benefit of the general public; and

WHEREAS, the city is willing to provide supplemental police protection services pursuant to the terms and conditions of this Agreement, provided that such police protection services do not (a) impair or interfere with the city's ability to meet its general law enforcement responsibilities, or (b) result in any city loss of operational efficiency or readiness.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Manager, or his designee, is hereby authorized to execute the agreement and any contracts with the Kings Business, LLC arising from the provisions of this agreement. The City Manager and the City Attorney shall be empowered to make minor changes in the contract and any other contracts with other agencies arising out of the agreement.

The City Clerk shall certify the passage and adoption of the 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 25th day of April, 2019 by the following vote, to wit:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

____________________________
Jeanie Bruins, Mayor

ATTEST:

____________________________
Amy Van, City Clerk
AGREEMENT BETWEEN THE CITY OF CITRUS HEIGHTS AND KING’S CASINO MANAGEMENT CORP. FOR SUPPLEMENTAL POLICE SERVICES

This Police Services Agreement ("Agreement") is entered into as of May 1, 2019, by and between King’s Casino Management Corp., ("Owner"), and the City of Citrus Heights ("City"), with reference to the following:

WHEREAS, the Owner owns and operates a gambling hall and tavern, commonly referred to as Stones Gambling Hall ("Business"), within the City's borders; and

WHEREAS, the City recognizes its duty, within its budget constraints, to provide police protection services to persons and places within its borders; and

WHEREAS, the Owner's goal is to minimize crime incidents and Owner recognizes the Business requires more police protection services than Owner could alone provide due to the type of business and large number of people who will visit; and

WHEREAS, the Owner has asked the City to provide enhanced police protection services by providing one Police Officer at the Business under the terms set forth herein; and

WHEREAS, the City shall perform such police protection services and governmental law enforcement functions authorized by law to and for the benefit of the general public; and

WHEREAS, the City is willing to provide supplemental police protection services pursuant to the terms and conditions of this Agreement, provided that such police protection services do not (a) impair or interfere with the City's ability to meet its general law enforcement responsibilities, or (b) result in any City loss of operational efficiency or readiness.

NOW, THEREFORE, in consideration of the matters contained in this Agreement, it is mutually agreed as follows:

1. **Effective Date:** This Agreement will be effective as of May 1, 2019 and shall remain in effect until December 31, 2020 (the "Term"). During the Term, the City will provide one Police Officer (the Officer) at the Business, in a manner and at the times described herein. Upon expiration of the Term, this Agreement shall automatically renew for a period of twelve (12) months unless terminated by either party, in writing and received no later than thirty (30) days prior to the end of the term of this Agreement. If less than thirty (30) days written notice of termination is provided to City, Owner shall compensate City for a period of thirty (30) days starting at the date of the notice of termination.

2. **Scope of Services:**

   A. The Officer shall provide general police protection services approximately eight (8) hours per day on Friday and Saturday, from 7:00 p.m. through 3:00 a.m., during the Term for a total of approximately sixteen (16) hours per week (the "Service Hours"). The Officer will endeavor to be physically present at the Business during the Service Hours, but will also have the flexibility to leave the Business, as determine by the City in its reasonable discretion, to book prisoners and to handle Emergencies (as defined below).
B. An "Emergency" is a serious event that could reasonably result in serious danger to public if a police officer does not arrive immediately, or an event that could require an officer to employ life-saving efforts, and where the Officer assigned to the Business is the closest officer available to respond to the Emergency.

C. The City agrees that, in the event of the Officer's absence due to an Emergency or booking of prisoners, as contemplated by the Agreement, the City's police field sergeant or designee will verbally communicate to the Business that the Officer will be absent, and will make every reasonable effort to promptly replace or return the Officer as soon as the Emergency is stabilized or the booking is completed.

D. If, due to a prescheduled event, concert, or anticipated large gathering, Owner believes there is a need to increase the number of officers providing supplemental police services contemplated under this Agreement, Owner needs to provide, minimally, a seven (7) day notice, including, but not limited to, written notification on the type of event, anticipated attendance, potential dignitaries, and anticipated exterior noise issues. The written notice should be provided to the Chief of Police and/or his/her designee.

E. If, due to events or needs of the Business, Owner can request, in writing, the supplemental police services be provided on days other than those listed in Section 2A. Owner needs to provide, minimally, a seven (7) day notice requesting the change of days worked. The written notice should be provided to the Chief of Police and/or his/her designee. The City may decide whether or not to grant such a request in its sole and absolute discretion.

F. If, in the reasonable discretion of Owner, the Officer assigned by the City is ineffective or inappropriate to perform the services contemplated under this Agreement, Owner may contact the City's representative to discuss Owner's concerns. The Owner and City will endeavor to reach a mutually acceptable resolution. However, the City has final discretion as to which City police officer shall be assigned to as the Officer for Business.

G. As with all other city police officers, the eight (8) hours and other services to be performed at specific times shall begin when the Officer begins his/her shift and leaves the City Police Department and ends when the Officer concludes his/her shift by returning to the City Police Department.

3. Compensación: Owner shall pay City for services pursuant to this Agreement. The cost, per officer, is up to, but not to exceed, the amount of ninety-five dollars ($95.00) per hour. Pursuant to this Agreement, the City reserves the right to annually increase costs, as necessary. In the event the City increases the cost, per officer, the Owner will be notified in writing thirty (30) days prior to the actual increase in cost. In addition, an addendum, signed by the City and Owner, acknowledging and documenting the increase in cost will be attached to this agreement.

The Owner shall be billed at the actual rate established by the City for supplemental services. The City will submit an invoice to Owner each month for the previous month, and Owner shall pay the City the amount referenced in the invoice within thirty (30) days of Owner's receipt of the
invoice and all delinquent accounts are subject to a late payment charge of twelve (12) percent per annum on any unpaid or delinquent balance.

4. **Facilities and Equipment**: Except for the provision of marked police vehicle(s) as included with the above police personnel, City is not obligated to furnish any facilities or equipment pursuant to this Agreement. City, at its sole discretion, may furnish other equipment to assigned police officer(s).

5. **Compliance with Laws and Regulations**: Business represents and warrants to City that Business has all licenses, permits, City Business Operations Tax Certificate, and approvals of whatsoever nature which Business is legally required to possess to conduct the event described herein. Business represents and warrants to City that Business shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any required licenses, certificates, permits and approvals. Business shall comply with all applicable Federal, State and Local laws, ordinances, rules and regulations pertaining to its obligations under this Agreement. City shall have the right to ask Business for copies of all permits, licenses and entitlements pertaining to any Event covered by this Agreement. Business’s failure to provide copies of such permits at least five (5) days before the event shall provide the City with grounds to terminate this Agreement, and Business shall not be entitled to any damages under this Agreement.

6. **No Special Benefit Created**: Owner agrees that this Agreement does not, and is not intended to, create, by implication or otherwise, any specific, direct, or indirect obligation, duty, promise, benefit, and/or special right to police protection services or governmental law enforcement protection in favor of Owner, any Owner agent(s) and/or any other person, who, for any reason or for no reason, is at the Business or any event at the Business. Further, Owner agrees that at all times, and for any and all purposes under this Agreement, the City and the Officer present at the Business under the terms of this Agreement, shall be present strictly and solely to perform such police protection services and governmental law enforcement functions authorized by law to and for the benefit of the general public.

7. **No Grant of Agency or Joint Venture**: City and Business agree that neither party, nor any officer, agent or employee of a Party, by virtue of this Agreement or otherwise, shall be considered or asserted to be an employee, contractor, sub-contractor, partner, joint venture, representative or agent of the other, and neither shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement to bind the other party to any obligation whatsoever.

8. **City as Employer of Officers**: Owner agrees that, at all times and for all purposes relevant to this Agreement, the City shall remain the sole and exclusive employer of the Officer and in the following regard:

   A. The City shall remain solely and exclusively responsible for the direct payment to the Officer of any applicable wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses,
transportation costs, and/or other allowances or reimbursements of any kind, including but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protection and benefits, any employment taxes, and/or other statutory or contractual right or benefit based, in any way, upon any Officer's status as an employee of the City.

B. Owner agrees that it shall not grant, give, allow, pay, reimburse, compensate, or otherwise provide any wages, fringe benefits, gifts, equipment, personal property, supplies, entitlement, consideration (monetary or otherwise), or any other thing of value, either directly or indirectly, to the Officer. Any money paid directly to the City by Owner to reimburse the City for its costs pursuant to this Agreement shall not be deemed consideration paid by the Owner to the Officer.

C. Owner and the City agree that this Agreement does not, and is not intended to create, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner or form: (a) any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any police officer and/or any officer's agents, representatives, unions, or the successors or assigns of any of them; (b) any applicable City employment and/or union contract; (c) any level or amount of police officer supervision, standard of performance, training or education; (d) any City rule, regulation, hours of work, shift assignment, order, policy, procedure, directive, guideline, etc. which shall solely and exclusively, govern and control the employment relationship between the City and all Officers.

D. Owner and the City agree that this Agreement does not and is not intended to limit, modify, control, or otherwise affect in any manner the City's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, guidelines, and/or any other policy or directive which in any way governs or controls the activity of any police officer.

E. Owner agrees that this Agreement does not, and is not intended to include any City warranty, promise, or guaranty, either express or implied, of any kind or nature whatsoever, in favor of Owner, any agent, or any person present at a Business event, that any police protection provided by the City under the terms and conditions of this Agreement will result in any specific reduction in or prevention of any criminal activity, or any other performance-based outcome, at the Business.

F. Owner agrees and promises that the Officer shall not be asked or required to perform any services directly for Owner or otherwise be available to perform any other work or assignments for Owner or be expected to perform any acts other than governmental law enforcement functions, crime prevention or police protection, and that no police officer, including the Officer, shall be employed in any manner or capacity by Owner.

G. Owner agrees that neither Owner nor any of its agents shall otherwise provide, furnish or assign any police officer with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train or direct any police officer in the performance of any City duty to provide police protection services under the terms of this Agreement. Owner shall provide Officer with a copy of the Rules of Conduct for Business
patrons so that Officer is familiar with those Rules. Officer, however, will enforce the Rules of Conduct only to the extent they are consistent with Officer's duties and City, State and Federal law.

H. Owner agrees that it will not contract with any other law enforcement agency or law enforcement officers for police services at the Business during the term of this Agreement. Owner shall have the right to contract with third-party private security providers, subject to the provisions of Section F above.

9. Owner Responsibility and Business Security: Owner agrees that this Agreement does not, and is not intended to, transfer, delegate, or assign to the City, its officers, agents or employees, any civil or legal responsibility, obligation, duty of care, or liability associated with the ownership, maintenance, or operation of the Business. Owner agrees that it shall at all times and under all circumstances remain solely and exclusively responsible for any and all costs, obligations, and/or civil liabilities associated with owning, maintaining and/or operating the Business, including, but not limited to providing or implementing any fire or emergency evacuation plans or procedures, providing for basic crowd control, security services or obligations, safety functions, and/or any activity associated with any activity at the Business which is not within the definition of police protection or otherwise a governmental law enforcement function under the terms of the Agreement and which is not under the control and direction of the City. Owner further agrees that it shall not, due to the presence of the Officer at the Business, reduce, eliminate, or otherwise fail to provide, in any way, an appropriate level of security, emergency, or other personnel and/or the scope of security and emergency services or protection necessary to carry out its obligation for maintaining security and safety at the Business.

10. Insurance.

10.1 Coverages: During the Term of this agreement, and at all times that City performs services at the Business, City shall maintain in full force and effect, at City's sole expense, risk management coverage equivalent to the insurance provisions set forth below.

(a) Liability Insurance. City shall, at its own expense, obtain and maintain (a) commercial general liability insurance (including premises, operations, personal injury and advertising injury, products and completed operations, protective liability on operations of independent contractors and blanket contractual liability insurance) on an "occurrence" basis against claims for bodily injury, death and property damage, with a limit of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate (unless Owner approves a lesser amount in writing) and (b) commercial automobile liability insurance (including protective liability coverage on operations of independent contractors and blanket contractual liability insurance) with a limit of not less than One Million Dollars ($1,000,000.00) per accident for owned, non-owned or hired automobiles. If the City is permissibly self-insured or is a member of a Joint Powers Authority, pursuant to applicable law, the City shall obtain the appropriate documentation and provide evidence of coverage.
(b) **Workers' Compensation Insurance.** City shall obtain and maintain Workers' Compensation Insurance (including Employer's Liability Insurance with a liability limit of at least One Hundred Thousand Dollars ($100,000) per accident, One Hundred Thousand Dollars ($100,000) per employee, Five Hundred Thousand Dollars ($500,000) per disease policy limit. Five Hundred Thousand Dollars ($500,000) per disease each employee) covering all employees of City employed in, on or about the Business, so as to provide statutory benefits as required by the laws of the state in which the Business is located. All insurers shall agree to waive subrogation against Owner and its agents.

10.2 **City's Insurance Policies or Similar Risk Management Coverage.**

(a) City shall furnish or cause to be furnished to Owner prior to commencement of work at the Business, certificates of insurance or other evidence of risk management coverage as available to the City by its provider.

(b) General Liability additional insured coverage shall be on a basis equivalent to ISO form CG 2010 for ongoing operations and CG2037 for completed operations. City shall disclose any deductible or self-insured retention on insurance or risk management coverage required of City by this Agreement. City shall be responsible for payment of any premium, deductible or self-insured retention applicable to City's insurance or risk management coverage.

10.3 **Separate Obligation.** The obligations contained in this Section 10 are separate and distinct from all other obligations set forth in this Agreement.

11. **Termination:** Either the City or Owner may, before the scheduled termination of this Agreement, cancel this Agreement without cause, without incurring any penalty or liability to the other party because of the cancellation. Cancellation may be effectuated by delivering a written notice of cancellation of this Agreement to the other party at least thirty (30) days before the effective date of cancellation (which cancellation date shall be clearly stated in this written notice). If less than thirty (30) days written notice of termination is provided to City, Owner shall compensate City for a period of thirty (30) days starting at the date of the notice of termination.

12. **Access to Premises:** Owner freely and voluntarily consents to and agrees that the City and the Officer, while providing police protection services under the terms of this Agreement, shall have free and open access to any and all premises, areas and locations comprising the Business. Owner hereby agrees to waive its right claim(s), defense, or objection, of any kind and nature whatsoever, based upon any reasonable expectation of privacy, right to privacy, any alleged illegal search and/or seizure, any alleged privacy right under the California or federal Constitution, or applicable law, for acts performed in good faith by the City or an Officer under this Agreement.

13. **Nondiscrimination:** In the performance of the services or obligations required by this Agreement, neither party shall discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or disability, or sexual orientation.
14. **General Orders:** Business agrees that the assigned peace officers shall act in accordance with the General Orders, rules, procedures and other directives of the Citrus Heights Police Department, which by this reference are hereby incorporated herein.

15. **Entire Agreement:** This document contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by the City.

16. **Severability:** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17. **Waiver:** Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

18. **Ambiguities:** The parties have each carefully reviewed this Agreement and have agreed to each term herein. Each party had an opportunity to consult an attorney regarding this Agreement, and no ambiguity shall be presumed to be construed against either party.

19. **Enforcement of Agreement:** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, regardless of wherever else venue may lie.

20. **Notices:** All notices given pursuant to this Agreement shall (a) be in writing and shall be personally served, sent by overnight courier (return receipt requested) or facsimile transmission, (b) shall be deemed given upon the date of delivery (or refusal to accept delivery) as indicated on the return receipt; provided, however, if such notice is not delivered or refused on a business day, then notice shall be deemed to have been given on the first business day following the actual date of delivery or refusal and (c) addressed as follows:

   **If to City:**
   
   Commander Jason Russo
   City of Citrus Heights
   6315 Fountain Square Drive
   Citrus Heights, California 95621
   Fax: 916-727-5978

   With copies to:

   Christopher W. Boyd, City Manager
   City of Citrus Heights
   6360 Fountain Square Drive
   Citrus Heights, CA 95621
   Fax: 916-727-4709
And

Ruthann G. Ziegler
3308 El Camino Ave.
Suite 300 #427
Sacramento California 95821
Phone: 916-330-3171

Business Info: Masis A Kevorkian
King’s Casino Management Corp./Stones Gambling Hall
6508/6510 Antelope Road
Citrus Heights, California 95621

21. Authority: The person signing this Agreement for Business hereby represents and warrants that he or she is fully authorized to sign this Agreement on behalf of Business.

22. No Third Party Beneficiaries: This Agreement is solely between the two signators hereto, and is not intended to create, nor should it be construed to create any rights in so-called third party beneficiaries.

Executed as of the day and year first above stated.

CITY OF CITRUS HEIGHTS

By: _____________________________
    Christopher W. Boyd, City Manager

Dated: ____________________________

KING’S CASINO MANAGEMENT CORP./STONES GAMBLING HALL

By: _____________________________

Dated: ____________________________

APPROVED AS TO FORM

ATTEST

By: _____________________________
    Amy Van, City Clerk

Its: ____________________________, Legal Counsel

APPROVED AS TO FORM

By: _____________________________
    Ruthann G. Ziegler, City Attorney
DATE: April 25, 2019
TO: Mayor and City Council Members
Christopher W. Boyd, City Manager
FROM: Ronald A. Lawrence, Chief of Police
Jason Russo, Police Commander
SUBJECT: Agreement with Sunrise Recreation and Park District for Supplemental Police Services

Summary and Recommendation
The Sunrise Recreation and Park District (SRPD) has requested to renew the existing contract for supplemental police services with the Citrus Heights Police Department. The Police Department and SRPD have reached an agreement that would enhance safety in and around the parks and open spaces in the city.

Staff recommends the City Council approve Resolution No. 2019-___ authorizing the City Manager to enter into an agreement between the city and SRPD for supplemental law enforcement services in and around the parks located within the city.

Fiscal Impact

Police services provided under this agreement will be billed on a monthly basis to SRPD at the agreed upon rate of up to $95.00 per hour for services rendered through December 31, 2020. This is an increase from $85.00 per hour in the previous contract due to the city’s compensation adjustments.

There is no fiscal impact associated with this action. The flat rate covers the cost of a full-time, sworn police officer and all other associated costs.

Background and Analysis
In 2013, SRPD first entered into an agreement with the city for supplemental police services. The contract provided for one overtime officer for approximately 10 hours per week to provide patrol services in parks located within the city. The contract was renewed in 2016 and 2018 with
minor changes to the cost billed to the park district. The 2019 contract is largely the same as the subsequent 2018 version, with the only substantive change being an increase in hourly rate reimbursement due to department salary adjustments and amendments to the number of open spaces maintained by SRPD. The City Attorney has reviewed and approved all minor changes.

The contract includes 23 designated parks located within the city and additional open spaces, which are owned and operated by SRPD. Typically, parks and open space require increased police services due to the volume of patrons visiting, and diversity of special events provided at, these locations. The purpose of the agreement is to maintain an enhanced level of police presence, provide additional education and enforcement, and deter criminal activity within SRPD property. This contract will be coordinated through the Special Operations Unit, specifically under the supervision of the Problem-Oriented Policing (POP) Sergeant.

Under the terms of the agreement, the Citrus Heights Police Department will provide up to an average of 40 hours per month of enhanced police services in and around the parks and open spaces within the city. The enhanced levels of service remained unchanged from the 2018 agreement and are above and beyond normal police services provided to the community. These services may be provided by uniformed officers, bike patrol officers, foot patrol officers, motorcycle officers, or undercover officers as determined by the Police Department. Hours may vary depending on needs, and through mutual agreement between the department and the SRPD.

The agreement for supplemental services will not impair or interfere with the city’s ability to meet its general law enforcement responsibilities, or result in any city loss of operational efficiency or readiness. The city will also maintain the appropriate liability and workers’ compensation insurance at all times while this agreement is in effect.

**Attachments**

1) Resolution No. 2019-___ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Enter Into an Agreement Between the Sunrise Recreation and Park District and the Citrus Heights Police Department for Supplemental Law Enforcement Services.

2) Agreement for Supplemental Police Services Between City of Citrus Heights and SRPD.
RESOLUTION NO. 2019- ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE SUNRISE RECREATION AND PARK DISTRICT AND THE CITRUS HEIGHTS POLICE DEPARTMENT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES

WHEREAS, the Sunrise Recreation and Park District (SRPD) operates and maintains 43 public parks throughout Sacramento County including 23 within the City limits;

WHEREAS, SRPD has identified the need, within its budget constraints, to execute a contract for supplemental law enforcement protection services to persons and places within its parks;

WHEREAS, SRPD’s goal is to minimize crime and traffic-related incidents, and the base level of law enforcement support the city provides is not enough due to the large number of people who visit the parks; and

WHEREAS, SRPD has requested, and the City is willing to provide, supplemental law enforcement protection services with city police officers pursuant to the terms and conditions of this Agreement, provided that such police protection services do not (a) impair or interfere with the city’s ability to meet its general law enforcement responsibilities, or (b) result in any city loss of operational efficiency or readiness.

NOW THEREFORE BE IT RESOLVED AND ORDERED that the City Council of the City of Citrus Heights does hereby authorize the City Manager to enter into an Agreement between the Sunrise Recreation and Park District and the Citrus Heights Police Department for supplemental law enforcement services.

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 25th day of April 2019 by the following vote, to wit:

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

__________________________________________
Jeanie Bruins, Mayor

ATTEST:

__________________________________________
Amy Van, City Clerk
AGREEMENT BETWEEN THE CITY OF CITRUS HEIGHTS AND SUNRISE
RECREATION AND PARK DISTRICT FOR SUPPLEMENTAL LAW ENFORCEMENT
SERVICES

This Agreement for Supplemental Law Enforcement Services ("Agreement") is
made and entered into on the ___ day of May, 2019 by and between the City of Citrus Heights,
a municipal corporation ("City") and Sunrise Recreation and Park District ("District"), a special
district, collectively referred to as the “Parties.”.

WHEREAS, the District operates and maintains forty-three (43) public parks throughout
Sacramento County including twenty-three (23) within the City limits; and

WHEREAS, the District has identified its duty, within its budget constraints, to
provide law enforcement protection services to persons and places within its parks; and

WHEREAS, the District’s goal is to minimize crime and traffic-related incidents and
the District recognizes that the District requires more police protection services than the
District could alone provide due to the large number people who visit the parks, and;

WHEREAS, the District has requested, and the City is willing to provide,
supplemental law enforcement protection services with Citrus Heights Police Officers
pursuant to the terms and conditions of this Agreement, provided that such
police protection services do not (a) impair or interfere with the City’s ability to meet its general
law enforcement responsibilities, or (b) result in any City loss of operational efficiency or
readiness.

NOW, THEREFORE, in consideration of the matters contained in this Agreement, it
is mutually agreed as follows:

1. Effective Date: This supplemental law enforcement services will begin on May 1,
2019 ("Effective Date") and continue until December 31, 2020 (collectively, the "Initial
Term"). During the Initial Term of the Agreement, and during any subsequent renewal period,
as described below, the City will provide supplemental law enforcement services to the District,
in the manner described herein.

Upon expiration of the Initial Term, this Agreement shall automatically renew on a month to
month basis, until either party gives thirty (30) days written notice of intent to terminate. Collectively, the Initial Term and any renewal period(s) shall be known as the "Term."

2. Scope of Services.

   a. The City shall provide the District an average of up to forty (40) hours of
      supplemental police protection services per calendar month during this Term
      of this Agreement (the "Service Hours"). The City will consult with the
      District in advance regarding the preferred Service Hours, but the City has
      the final authority to determine the Service Hours based on the availability of
      Citrus Heights police officers.

   b. The supplemental law enforcement services shall be available for the following
twenty-three (23) parks, as amended from time to time by the Parties
("Designated Parks"): 
i. Rusch Park
ii. Tempo Park
iii. Madera Park
iv. C-Bar-C Park
v. Westwood Park
vi. Crosswords Park
vii. Brook tree Park
viii. San Juan Park
ix. Arcade Creek Park
x. Greenback Woods
xi. Northwoods Park
xii. Stock Ranch Park
xiii. Van Maren Park
xiv. Cherry Creek Open Space
xv. Edgecliff Open Space
xvi. Indian River Open Space
xvii. Matheny Open Space
xviii. McDonald Park
xix. Shadowcreek Park
xx. Sunrise Oaks Open Space
xxi. Twin Creeks Open Space
xxii. Woodside Open Space
xxiii. Olivine Open Space

c. The Citrus Heights Police Officer assigned to work hours within the District will endeavor to be physically present at the Designated Parks during the Service Hours, but will also have the flexibility to leave the Designated Parks, as determined by the City in its reasonable discretion, to book prisoners and to handle Emergencies (as defined below).

d. An “Emergency” is a serious event that could reasonably result in serious danger to the public if a police officer does not arrive immediately, or an event that could require an officer to employ life-saving efforts, and where the Officer assigned to the District is the closest officer available to respond to the Emergency.

3. Scheduling of Officer. The City will schedule a Citrus Heights Police Officer (“Officer”) to provide the supplemental law enforcement services during the Service Hours and after hours as a need is identified. The City has the sole authority to determine which Citrus Heights police officer or officers will be assigned to the District during the Service Hours. The City makes no representation as to what Citrus Heights police officer will work during the Service Hours, nor that the officer will be the same during each set of service hours. The City will endeavor to provide consistency when assigning the Officer to the Service Hours and will strive to assign an officer from the same unit so as to provide continuity in service.

4. Compensation. The District will pay for the services provided under this Agreement, as set forth in Exhibit A “Rate Matrix Format,” attached hereto and incorporated herein by reference. The City will submit an invoice to the District each month for the previous month, and the District shall pay the City the amount referenced in the invoice within thirty (30) days of the District’s receipt of the invoice. As with all other City police officers, the
Service Hours shall begin when the Officer begins his/her shift and leaves the City Police Department and ends when the Officer concludes his/her shift by returning to the City Police Department.

5. **Statistics and Reporting.** The City will provide the District statistics regarding the number of citations issued during the Service Hours and the hours patrolled pursuant to this Agreement (collectively “Statistics”). Such Statistics shall be provided at the same time as the invoice for services, and shall cover the same time period as the invoice for services.

6. **Citations.** As part of the supplemental law enforcement services, the City will retain discretion to issue citations based upon applicable City, County and State laws, rules and regulations using its administrative citation process, to issue citations under applicable local or state law, rules and regulations, or to make arrests. The City makes no guarantee that citations will be issued. The City shall be entitled to retain any revenue generated from the issuance of administrative citations.

7. **Prioritization of Law Enforcement.** The District acknowledges and agrees that, during the term of this Agreement, there may be circumstances beyond the City’s control when the City, in its sole discretion, may be unable to assign the Officer to the District. The District recognizes this possibility and hereby waives any claims that may arise in connection with, or as a result of, any alleged City failure to provide supplemental law enforcement services during the Service Hours. For the purposes of this Agreement, the term “circumstances” shall include unanticipated absences due to illness, injury, personal emergency, and similar factors. The City agrees to assign an Officer to cover the Service Hours as soon as reasonably feasible. If circumstances prevent the City from scheduling an Officer within a reasonable period as determined by the City, the City agrees to schedule the Service Hours at an alternate time.

8. **No Agency, Joint Venture or Partnership.** The District and the City agree that neither the City nor any officer, agent or employee of the City, by virtue of this Agreement, or otherwise, shall be considered or assured to be an employee, contractor, sub-contractor, partner, joint venture, representative, or agent of the District, and further agree that at all times and for all purposes under the terms of this Agreement, the City and its officers shall be controlled and governed by the terms of this Agreement.

9. **City as Employer of Officer.** The District agrees that, at all times, and for all purposes relevant to the Agreement, the City shall remain the sole and exclusive employer of the Officer and in the following regard:

   A. The City shall remain solely and exclusively responsible for the direct payment to the Officer of any applicable wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursement of any kind, including but not limited to, workers’ disability compensation, unemployment compensation, Social Security Act protection and benefits, any employment taxes, and/or other statutory or contractual right or benefit based, in any way, upon any officer’s status as an employee of the City.

   B. The District agrees that it shall not grant, give, allow, pay, reimburse, compensate, or otherwise provide any wage, fringe benefits, gifts, equipment, personal property, supplies, entitlement, consideration (monetary or otherwise), or any other thing of value, either directly or indirectly, to the Officer. Any money paid directly to the City by the
District to reimburse the City for costs pursuant to this Agreement shall not be deemed consideration paid by the District to the Officer.

C. The District and the City agree that this Agreement does not, and is not intended to, create, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner or form: (a) any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon or for any police officer and/or any officer’s agents, representatives, unions, or the successors or assigns of any of them; (b) any applicable City employment and/or union contract; (c) any level or amount of police officer supervision, standard of performance, training or education; (d) any City rule, regulation, hours of work, shift assignment, order, policy, procedure, directive, guideline, etc. which shall solely and exclusively, govern and control the employment relationship between the City and all Officers.

D. The District and the City agree that this Agreement does not and is not intended to, limit modify, control, or otherwise affect in any manner the City’s sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, guidelines, and/or any other policy or directive which in any way governs or controls the activity of any police officer.

E. District agrees that this Agreement does not, and is not intended to include any City warranty, promise, or guaranty, either express or implied, of any kind or nature whatsoever, in favor of District, any agent, or any person present at a Designated Park, that any supplemental police protection provided by the City under the terms and conditions of this Agreement will result in any specific reduction in or prevention of any criminal activity, or any other performance-based outcome, at the Designated Parks.

F. District agrees and promises that the Officer shall not be asked or required to perform any services directly for the District or otherwise be available to perform any other work or assignments for the District or be expected to perform any acts other than governmental law enforcement functions, crime prevention or police protection, and that no police officer, including the Officer, shall be employed in any manner or capacity by the District.

G. District agrees that neither the District nor any of its agents shall otherwise provide, furnish or assign any police officer with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train or direct any police officer in the performance of any City duty to provide police protection services under the terms of this Agreement. District shall provide the City with a copy of the District’s Ordinances so that Officer is familiar with those Ordinances. Officer, however, will enforce the Ordinances only to the extent they are consistent with Officer’s duties and City, State and Federal law.

H. With the exception of the Sacramento County Sheriff’s Office, District agrees that it will not contract with any other law enforcement agency or law enforcement officers for supplemental law enforcement services at the Designated Parks during the term of this Agreement. District shall have the right to contract with third-party private security providers, subject to the provisions of Section F above.

10. No Special Benefit Created. District agrees that this Agreement does not, and is not intended to, create, by implication or otherwise, any specific, direct, or indirect obligation, duty, promise, benefit, and/or special right to police protection services or governmental law enforcement protection in favor of District, any District agent(s) and/or any other person, who, for any reason or for no reason, is at the Designated Park or any event at the Designated Park.
Further, District agrees that at all times, and for any and all purposes under this Agreement, the City and the Officer present at the Designated Parks under the terms of this Agreement, shall be present strictly and solely to perform such police protection services and governmental law enforcement functions authorized by law to and for the benefit of the general public.

11. City's Insurance

11.1 Coverages. During the Term of this Agreement, and at all times that City performs services at the Designated Parks, City shall maintain in full force and effect, at City's sole expense, risk management coverage equivalent to the insurance provisions set forth below.

(a) Liability Insurance. Commercial general liability insurance, or equivalent risk management coverage (including premises, operations, personal injury and advertising injury, products and completed operations, protective liability on operations of independent contractors and blanket contractual liability insurance) on an “occurrence” basis against claims for bodily injury, death and property damage, with a limit of not less than Ten Million Dollars ($10,000,000.00) per occurrence and Twenty Million Dollars ($20,000,000.00) in the aggregate (unless District approves a lesser amount in writing) and (b) commercial automobile liability insurance (including protective liability coverage on operations of independent contractors and blanket contractual liability insurance) with a limit of not less than One Million Dollars ($1,000,000.00) per accident for owned, non-owned or hired automobiles. If the City is permissibly self-insured or is a member of a joint powers authority, pursuant to applicable law, the District shall obtain the appropriate documentation and provide evidence of coverage.

(b) Workers' Compensation Insurance. During the term of this Agreement, City shall comply with all provisions of law applicable to City with respect to obtaining and maintaining workers' compensation insurance, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease. Prior to the commencement of this Agreement, and once annually for any renewal period, City shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District.

11.2 City’s Insurance or Similar Risk Management Coverage. City shall furnish or cause to be furnished to District prior to commencement of work at the Designated Parks, certificates of insurance or other evidence of risk management coverage as available to the City by its provider.

11.3 Separate Obligation. The obligations contained in this Section 11 are separate and distinct from all other obligations set forth in this Agreement.

11.4 Notice of Cancellation. City shall provide notice to the District if any of the above insurance policies are cancelled.

11.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and accepted by the District.

11.6 Verification of Coverage. City shall furnish the District with original certificates and amendatory endorsements, other evidence of risk management coverage, or copies of the
applicable policy language effecting coverage required by this Section. All certificates and endorsements or other evidence of risk management coverage are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the services beginning shall not waive the City’s obligation to provide them. The District reserves the right to require complete copies of all required insurance policies, including endorsements, or other evidence of risk management coverage required by these specifications, at any time.

12. **Indemnification.** To the extent permitted by law, City agrees to defend, indemnify and hold harmless, District, its governing body, officers, agents, directors, employees and authorized agents and volunteers (collectively "District") from and against any and all liability, claims, loss, cost, damage or expense, including bodily injury, death and property damage, (including, without limitation, reasonable attorneys’ and paralegals’ fees and expenses and court costs) in connection with or arising from any negligent act or omission of the City, its governing body, officers, agents, directors or employees, or the work or services to be performed hereunder, except to the extent caused by the negligence or willful misconduct of the District.

To the extent permitted by law, District agrees to defend, indemnify and hold harmless, City, its governing body, officers, agents, directors, employees and authorized agents and volunteers ("collectively “City”) from and against any and all liability, claims, loss, cost, damage or expense, including bodily injury, death and property damage, (including, without limitation, reasonable attorneys' and paralegals’ fees and expenses and court costs) in connection with or arising from any negligent act or omission of the City, its officers, agents, directors or employees, or the work or services to be performed hereunder, except to the extent caused by the negligence or willful misconduct of the City.

The District shall also indemnify, defend, and hold harmless the City, its officers, agents, directors and employees from any claim or liability based or asserted upon the illegality or unconstitutionality of any District Ordinances or Codes that the City has enforced under this Agreement.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by either party.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

This Section 12 shall survive the expiration or termination of this Agreement as to any claims, actions, or judgments arising from the conduct or inaction of the City, District, or any officer, agent, director, or employee thereof during the Term of this Agreement.

13. **Claims.** District agrees that it shall promptly deliver to the City written notice and copies of any claim(s), complaint(s), charges, or any other accusation or allegation of negligence or other wrongdoing, whether civil or criminal in nature, that District becomes aware of which involves in any way the City or any Officer. District agrees to reasonably cooperate with the City in any investigation conducted by the City into any act(s) or work performance of any police officer, including Officer, in connection with services provided under this Agreement.

14. **Termination.** Either the City or District may, before the scheduled termination of this Agreement, cancel this Agreement, without cause, without incurring any penalty or liability to the
other party because of the cancellation. Cancellation may be effectuated by delivering a written notice of cancellation of this Agreement to the other party at least thirty (30) days before the effective date of cancellation (which cancellation date shall be clearly stated in this written notice). If less than thirty (30) days written notice of termination is provided to City, District shall compensate City for the proposed Service Hours that would occur during a thirty (30) day period starting at the date of the notice of termination.

15. **Notices.** Any notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

**If to City:**  
Ronald A. Lawrence, Chief of Police  
City of Citrus Heights  
6315 Fountain Square Drive  
Citrus Heights, California 95621  
Fax: 1-916-727-5500

With copies to:

Chris Boyd, City Manager  
City of Citrus Heights  
6360 Fountain Square Drive  
Citrus Heights, CA 95621  
Fax: 1-916-727-4709

And

Ruthann G. Ziegler  
3308 El Camino Ave.  
Suite 300 #427  
Sacramento California 95821  
Phone: 916-330-3171

**If to District:**  
Dave Mitchell, Sunrise Parks District Administrator  
Noe Villa, Sunrise Parks District Superintendent  
7801 Auburn Blvd  
Citrus Heights, CA 95610

16. **Venue and Applicable Law.** This Agreement is made and entered into in the State of California and shall be governed under the laws of the State of California. Venue for any legal or equitable action shall be in Sacramento County. This Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party.
17. **Miscellaneous Provisions**

   A. District agrees that it may not assign, delegate, contract, subcontract or otherwise transfer, promise, commit, or loan any police protection services or duties under this Agreement to any other person and/or public or private corporation, entity, or organization of any kind, without the prior consent of the City, which consent shall not be unreasonable withheld.

   B. No party to this agreement, nor anyone claiming by, through or under either party's control shall discriminate against or engage in the segregation of any person, or group of persons on account of race, color, creed, national origin, ancestry, or any other characteristic protected by state or federal law in the sale, lease, sublease, transfer, use occupancy, tenure, or enjoyment of the Designated Parks, nor shall either party or any person claiming by, under or through a party's control, establish or permit any such practice or practices of discrimination or segregation with reference to the selection location, number, use or occupancy of the Designated Parks.

   C. Absent an express waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement.

   D. The City and District acknowledge that this Agreement shall be binding upon each of them and, to the extent permitted by law, upon their administrators, representatives, subsidiaries, executors, successors, assigns, and all persons acting by, through, under, or in concert with any of them.

   E. This Agreement is solely between the two parties hereto, and is not intended to create, nor should it be construed to create any rights in so-called third party beneficiaries.

   F. No amendment, modification, alteration or variation of the terms of this Agreement shall be valid unless in writing and signed, acknowledged, and approved by both parties.

18. **Entire Agreement.** This Agreement sets forth the entire agreement for supplemental law enforcement services between the City and District and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof.

---

CITY OF CITRUS HEIGHTS

By: ______________________________

Chris Boyd, City Manager

Dated: ______________________________

APPROVED AS TO FORM:

---

SUNRISE RECREATION AND PARK DISTRICT

By: ______________________________

Its: Dave Mitchell, Sunrise Recreation and Park District Administrator

Dated: ______________________________

APPROVED AS TO FORM:
Exhibit A

RATE MATRIX FORMAT

<table>
<thead>
<tr>
<th>Personnel/Equipment</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Armed/Uniformed Police Officer w/ Marked Police Vehicle</td>
<td>up to $95</td>
</tr>
<tr>
<td>Holidays</td>
<td>up to $95</td>
</tr>
</tbody>
</table>

The City will charge a flat rate of up to $95 per hour for the armed/uniformed police officer with a marked police vehicle. The hourly rate will be set by the City in its sole discretion but, except as otherwise set forth herein, shall not exceed the maximum rate set forth above. This rate includes the police officer's hour rate, fuel surcharges and mileage surcharge. This rate will also cover training, officer equipment, benefits, dispatching, administration, and printing of administrative citations for use by the Police Department during the contract.

The Police Department will submit an invoice to the District each month for the previous month, and the District shall pay the City the amount referenced in the invoice within 30 days of the District’s receipt of the invoice.
DATE: April 25, 2019

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

FROM: Rhonda Sherman, Community Services Director
    Leslie Blomquist, Senior Civil/Traffic Engineer

SUBJECT: Resolution Authorizing the City Manager to Execute a Pole Hanging Agreement with the Sacramento Municipal Utility District

Summary and Recommendation

The General Services Department (GSD) routinely collects traffic data as part of ongoing traffic monitoring and in response to resident concerns regarding neighborhood traffic safety. This is often accomplished using a city owned traffic data collection device that is temporarily mounted on city owned street lights to collect various traffic data including number and speed of vehicles. Currently, the city is unable to use this device in neighborhoods without street lights as the device must be mounted approximately ten feet above the ground. To expand the city’s data collection efforts, staff recommends entering into an agreement with the Sacramento Municipal Utility District (SMUD) to permit temporary installation of the city owned data collection device on SMUD’s utility poles.

Staff recommends the City Council approve Resolution 2019-____, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Pole Hanging Agreement with the Sacramento Municipal Utility District.

Fiscal Impact

There is no fiscal impact associated with this action. The city owns the data collection device and relocation of the device will be performed by city staff.

Background and Analysis

The city routinely receives concerns and requests from residents regarding residential roadway safety. The city’s Neighborhood Traffic Management Team (NTMT), comprised of staff from the General Services and Police Departments as well as from Sacramento Metropolitan Fire District (Sac Metro Fire), meet monthly to discuss the concerns and develop recommendations. As part of the review, traffic data including the number and speed of vehicles is collected, analyzed and presented by engineering staff.
The city has acquired a traffic data collection device which can be temporarily installed on existing poles within residential neighborhoods to collect vehicle counts and speeds. This device must be installed approximately ten feet above the ground and therefore, is currently only installed in neighborhoods with street lights. In order to expand the area the traffic data collection device can be installed, the city has requested to install this device on wooden SMUD utility poles. City staff and SMUD have developed a Pole Hanging Agreement to allow temporary use of SMUD’s existing wooden utility poles. By executing this agreement, the city will be able to collect traffic data on additional streets that currently do not have street lights.

**Attachments**

(1) Resolution 2019-____, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Pole Hanging Agreement with the Sacramento Municipal Utility District

(2) Pole Hanging Agreement Between Sacramento Municipal Utility District and the City of Citrus Heights
RESOLUTION NO. 2019-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A POLE HANGING AGREEMENT WITH THE SACRAMENTO MUNICIPAL UTILITY DISTRICT

WHEREAS, the city routinely receives requests from residents to monitor traffic and install traffic calming measures in residential neighborhoods;

WHEREAS, the city purchased a wireless traffic data collection device to facilitate remote collection of information to evaluate neighborhood traffic concerns;

WHEREAS, the device must be temporarily mounted on a pole to accurately collect traffic data; and

WHEREAS, the city must enter into an agreement with the Sacramento Municipal Utility District for the temporary installation of the traffic data collection device on existing wooden utility poles.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights, that the City Manager is hereby authorized to execute a Pole Hanging Agreement with Sacramento Municipal Utility District, 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 25th day of April, 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
POLE HANGING AGREEMENT BETWEEN SACRAMENTO MUNICIPAL UTILITY DISTRICT AND THE CITY OF CITRUS HEIGHTS

This Agreement is entered into and effective this ______ date of _______________ 2019 by and between the Sacramento Municipal Utility District (SMUD) and the City of Citrus Heights (City). Each of the parties to this Memorandum is referred to herein as a Party, and together they are collectively referred to as the Parties.

Recitals

A. SMUD owns and maintains utility poles for distribution of electrical energy within the City.

B. The City wishes to install, at the City’s sole cost, traffic data collection devices onto certain SMUD utility poles to monitor traffic patterns and incidents at public intersections, and the City further wishes for the data collection devices to be relocated periodically onto other poles.

C. SMUD and the City desire to work together to provide for installation of the data collection devices pursuant to the terms of this Agreement.

Therefore, in consideration of the mutual agreements set forth in this Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Agreements

1. Recitals. The Recitals are hereby incorporated into and deemed a part of this Agreement.

2. Data Collection. The City will, at its sole cost, provide all data collection devices to be installed onto SMUD poles pursuant to this Agreement.

3. Installation and Maintenance. The City or a City contractor will install and relocate City’s data collection devices onto SMUD poles, and remove data collection devices from same, as provided in and in conformity with the conditions set forth in this Section 3. (The installation, relocation and removal of the data collection devices are hereafter collectively referred to as the Installation.)

   a. The Installation and any maintenance activities will be conducted solely through use of a bucket truck or ladder. The City and its contractors will not physically climb a SMUD pole.

   b. Each data collection device will be installed on the pole between 10 and 12 feet from ground level.

   c. The Installation may not impede the ability to climb the pole. Therefore, the data collection device may be installed only onto a pole that has no existing vertical conduit risers and must occupy no more than one side or face of the pole.
d. Data collection devices will be attached through banding or other method that does not involve drilling, cutting or altering the pole.
e. No more than one data collection device will be installed on a single pole.
f. No data collection device will remain on a pole for longer than seven consecutive days.
g. Data collection devices must be battery or solar powered, not tied in to an electrical connection at the pole.

4. Limitation. This Agreement does not allow for the attachment to SMUD poles of any equipment other than data collection devices. Attachment of other equipment may implicate, among other things, pole-loading safety factors and compliance with regulatory requirements and the standard of care for maintenance of overhead utility infrastructure.

5. Removal. If the Installation is in violation of Sections 3 or 4 of this Agreement and as a result in SMUD’s sole judgment it impedes SMUD’s ability to climb or otherwise use a pole for SMUD purposes, SMUD may immediately remove the City’s equipment without notice to the City, and the City shall reimburse SMUD for the cost of removing the equipment and for any damage done to SMUD equipment by the Installation. SMUD will return any removed equipment to the City.

6. Records. The City will provide email or other written notification to SMUD within 24 hours of the time it installs or removes a data collection device. The notification will identify the pole’s UD number and the date of installation or attachment.

7. Removal of Utility Pole. In the event that the utility pole supporting a data collection device is removed due to damage, maintenance or any other reason, the City may retrieve the data collection device for a period of no more than 30 days after SMUD provides notice to the City of the pole’s removal. If the City fails to claim the data collection device within that time, it may be discarded by SMUD with no liability.

8. Indemnification and Release of SMUD. City will indemnify, defend, and hold harmless SMUD, its directors, employees, and agents from and against all damages, liabilities, and losses due to environmental claims, personal injury, property damage caused by, or resulting from any wrongful or negligent act or omission of City or its contractors in connection with the Installation or the maintenance of the data collection devices, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by SMUD’s sole negligence or willful misconduct.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any obligation, contractual or otherwise, to any third party.

City releases and holds harmless SMUD from damages to persons, data collection devices or other equipment from any cause other than SMUD willful misconduct, including but not limited to injuries to city staff while installing data collection devices or damages caused from vehicles striking the pole.
The provisions of this section will survive termination of this Agreement.

9. **Compliance.** The City is solely responsible for preparing and approving any environmental review and obtaining any permits, or warrants required to perform the Installation.

10. **Amendments.** This Agreement may be amended from time to time in writing.

11. **Termination.** This Agreement is effective upon the date the last Party executes this Agreement and shall remain in effect until it is terminated. Either Party may terminate the Agreement by providing written notice to the other Party.

12. **Notices.** All notices and other communications under this Agreement must be in writing and shall be deemed to have been duly given (i) on the date of delivery, if delivered personally to the Party to whom notice is given, or if made by telecopy directed to the party to whom notice is to be given at the telecopy number listed below, (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid, or (iii) if sent by email when receipt is personally confirmed by a nonautomated return email from the recipient. Notices and other communications shall be directed to the Parties at the addresses shown below. A Party may change its person designated to receive notice, its telecopy number, or its addresses from time to time by giving notice to the other Party in accordance with the procedures set forth in this Article.

   Sacramento Municipal Utility District  
   Attn: Supervising Strategic Account Advisor, Government Sector  
   P.O. Box 15830  
   Sacramento, CA 95852  
   Phone: (916) 732-5413  
   Email: 

   City of Citrus Heights  
   Attn: Leslie Blomquist, Senior Civil/Traffic Engineer  
   General Services Department  
   Engineering Division  
   Phone: (916) 727-4770  
   Email: lblomquist@citrusheights.net

13. **Waiver.** Waiver or any breach or default hereunder will not constitute a continuing waiver or a waiver of any subsequent breach either of the same provision or another provision of this Memorandum.

14. **Disputes.** In the event of a claim or dispute arising out of or related to this Agreement, both Parties will make good faith efforts at resolution through negotiation.

15. **Choice of Law.** This Agreement will be interpreted and governed by the laws of the State of California.
16. **Successors.** Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

17. **Captions.** Captions and headings used herein are for convenience of reference only and do not define, limit or otherwise affect the scope, meaning or intent hereof.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof.

**IN WITNESS HEREOF,** the Parties have executed this Agreement as follows:

**SACRAMENTO MUNICIPAL UTILITY DISTRICT**

By: ______________________________

Name: Michelle Zuniga

Title: Manager, Distribution Line Design

Date: ______________________________

Attest:

By: ______________________________

Name: Amy Van

Title: City Clerk

Approved as to Form:

____________________________________________________________________

Ruthann G. Ziegler

Title: City Attorney

**CITY OF CITRUS HEIGHTS**

By: ______________________________

Name: Christopher W. Boyd

Title: City Manager

Date: ______________________________
CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT
MEMORANDUM

DATE: April 25, 2019

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

FROM: Rhonda Sherman, Community Services Director
Leslie Blomquist, Senior Civil/Traffic Engineer

SUBJECT: Resolution Authorizing the City Manager to Execute a Billing Agreement with the Sacramento Municipal Utility District

Summary and Recommendation

A number of telecommunication service providers (TSPs) have expressed a desire to deploy new wireless communication facilities within the city’s right-of-way (ROW) and on city owned street light poles due to increasing demands for wireless data services.

To ensure a consistent and comprehensive response to these requests, a Wireless Master License Agreement (MLA) was adopted by City Council on April 26, 2018. The MLA allows for the use of the city’s street light poles by the TSPs, but does not allow use of the city’s street light electricity to power the devices. In order to minimize the amount of obstructions within the city’s ROW, and to minimize costs associated with billing the TSPs, Staff recommends the city enter into a Billing Agreement with the Sacramento Municipal Utility District (SMUD).

Staff recommends the City Council approve Resolution 2019-____, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Billing Agreement with the Sacramento Municipal Utility District.

Fiscal Impact

There is no fiscal impact associated with this action. If executed, this agreement will allow SMUD to directly bill the TSPs for their electricity usage associated with small cell devices deployed on city owned street light poles.

Background and Analysis

A number of TSPs have contacted the city with a desire to deploy new small cell devices on city owned street light poles. On April 26, 2018, City Council adopted a resolution implementing an MLA template and process for installation of the small cell devices; however, no process is in
place allowing for the electric connection. As the city’s electric provider, SMUD sets the rules and requirements for the connection of these devices. They have presented two options:

1. **Each TSP must meter their device separately.**
   This option requires a new metered pedestal to be installed next to each street light location for which a small cell device is attached. New conductors must be installed within the city’s conduits and street light poles providing a separate electric connection between the SMUD service point and the small cell device. This option is costly to the TSP, and would require another cabinet within the city’s ROW to house the meter.

2. **City, SMUD and TSP may enter into a Billing Agreement to direct bill the TSP for use of city’s electricity.**
   This option allows the TSP to use the city’s existing street light electrical connection to power the small cell device. No new cabinets or conductors would need to be installed. Since there would be no meter for the use of the TSP device, a Billing Agreement is needed to allow SMUD to direct bill the TSP a flat monthly rate for their electricity usage. Since the TSP would be using the city’s existing infrastructure, this option will require additional staff time to monitor and coordinate during routine and response maintenance.

In order to minimize the amount of obstructions within the city’s ROW, and to minimize costs associated with billing the TSPs, staff recommends entering into a Billing Agreement with SMUD consistent with option 2 above.

**Attachments**

(1) Resolution 2019-____, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Billing Agreement with the Sacramento Municipal Utility District

(2) Billing Agreement for Small Cell Connections to City Streetlights between Sacramento Municipal Utility District and the City of Citrus Heights
RESOLUTION NO. 2019-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A BILLING AGREEMENT WITH THE SACRAMENTO MUNICIPAL UTILITY DISTRICT

WHEREAS, the Sacramento Municipal Utility District (SMUD) provides electric service to city owned street lights;

WHEREAS, third party Telecommunications Service Providers (TSP) wish to attach small cell devices to city owned street lights using electric services provided through the city’s street light electric service facilities;

WHEREAS, the city desires SMUD to bill the TSP directly for all electric services for the small cell devices; and

WHEREAS, SMUD has agreed to grant permission for the small cell device connections and to bill the TSP for all electric service usages.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights, that the City Manager is hereby authorized to execute a Billing Agreement with Sacramento Municipal Utility District, 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 25th day of April, 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
BILLING AGREEMENT FOR SMALL CELL CONNECTIONS TO CITY STREETLIGHTS

This Billing Agreement for Small Cell Connections to City Streetlights (Agreement) is entered into on the ___ day of _____, 2019, by and between the Sacramento Municipal Utility District (SMUD) and the City of Citrus Heights (City), and each Telecommunications Service Provider (TSP) executing a Consent and Agreement Form substantially as set forth in Appendix 1 hereto, each individually referred to as a “Party” and collectively as the “Parties”,

Recitals:

A. SMUD provides electric service to City owned streetlights throughout the City of Citrus Heights.

B. Each third party TSP executing a Consent and Agreement Form desires to attach Small Cell Devices on City streetlights. The Small Cell Devices require access to electric service.

C. City and TSP desire to connect the Small Cell Devices to City’s streetlight electric service facilities; such connection would provide electric service to the Small Cell Devices through City’s streetlight electric service facilities and not require direct connection to SMUD’s point of service.

D. City remains SMUD’s customer of record at each Small Cell Device location but desires SMUD to bill the respective TSP directly for all electric service to the Small Cell Devices connected to City’s streetlight electric service facilities.

E. City has requested SMUD’s permission to make such connections and SMUD is willing to grant such permission on the following terms and conditions.

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

1. Definitions. Except as the context may otherwise require, the following definitions shall apply generally to the provisions of this Agreement.

   1.1. Connection. Connection means the attachment of a Small Cell or related device to electric facilities in any manner that permits the Small Cell or other device to receive electric power or other electricity service.

   1.2. Small Cell. Small Cell means low-powered cellular radio access nodes that operate in FCC licensed and unlicensed spectrum that have a range of ten (10) meters to a few kilometers. They are "small" compared to a mobile macrocell, partly because they have a shorter range and partly because they typically handle fewer concurrent calls or sessions (aka DAS, femtocells, picocells, and microcells).
1.3. Small Cell Device. Small Cell Device means Small Cells owned and operated by a TSP.

1.4. Telecommunications Services. Telecommunications Services has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153 (53) or any other use authorized by and licensed to a TSP by the Federal Communications Commission (FCC) and California Public Utilities Commission (CPUC).

1.5. Unauthorized Connection. Unauthorized Connection means any Connection not in conformance with this Agreement or otherwise made without prior authorization from SMUD, including but not limited to any Connection made, maintained, altered, upgraded, changed out or removed without prior written notice to SMUD, and any Connection not disconnected in accordance with the provisions of this Agreement.

2. Permission to Connect. After receipt by SMUD of a Consent and Agreement Form duly executed by a TSP, City may connect the TSP’s Small Cell Devices, as required for Citrus Heights’ small cell deployment project, into City’s electric service lines beyond SMUD’s point of connection with City’s facilities as set forth in this Agreement. This Agreement is only authorizing Connections for Small Cell Devices attached to non-metered City streetlights.

2.1. City shall only allow one (1) Small Cell Device to be connected on any non-metered streetlight. Any additional Connection shall be considered an Unauthorized Connection.

2.2. No Small Cell Device connected under this Agreement shall exceed 2200 watts. If any Small Cell Device exceeds 2200 watts, the Small Cell Device and all related equipment will be considered an Unauthorized Connection.

2.3. City and TSP shall be responsible for determining the suitability of City streetlights for the Small Cell Devices and Connections, and for the planning, design, construction and maintenance of the Small Cell Devices and Connections. SMUD is not advising City or TSP regarding the appropriateness of the Small Cell Devices or Connections, operation, or the design and construction thereof.

2.4. City shall provide written notice to SMUD prior to making, maintaining, altering, upgrading, changing out or removing any Small Cell Connection. Notice shall be made and shall include complete information as requested on the Service Request Form attached hereto as Exhibit A.

2.4.1. City shall provide the manufacturer cut sheets and a TSP self-certification of the maximum AC wattage consumption for ALL equipment associated with each Small Cell Device connected under this Agreement together with the Service Request, to ensure SMUD bills the appropriate maximum watt capacity of the devices.
2.4.2. For each Small Cell Device Connection, City shall advise SMUD of the City’s relevant point of connection to SMUD’s electric service facilities.

2.5. If City fails to provide the notices and information required herein, or SMUD otherwise identifies any Unauthorized Connection, City shall, upon receipt of written notice from SMUD, cause the responsible TSP to disconnect the Unauthorized Connection.

2.5.1. Unauthorized Connections and corresponding unauthorized use is subject to SMUD’s Electric Service Rules and Regulations, Rules 10 and 11.

2.5.2. In the event of any Unauthorized Connection SMUD shall, in addition to its other rights under this Agreement, at law and in equity, have the right, without further notice, to do any one or more of the following:

2.5.2.1. Apply the following charges to electric service accounts of the respective TSP.

2.5.2.1.1. Retroactive power charges back to date of the Unauthorized Connection, or if there is no evidence of such date then to the date of this Agreement.

2.5.2.1.2. An amount equal to three (3) times the total retroactive power charges.

2.5.2.1.3. All amounts incurred by SMUD to identify and resolve the matter, including audit, inspection, billing and collection costs.

2.5.2.2. Terminate this Agreement, as to the respective TSP or in whole.

3. Audit. City and each TSP acknowledge that Unauthorized Connections create unnecessary and burdensome problems for SMUD, including diversion of SMUD power, and are prohibited. SMUD may, in its sole discretion, conduct audits to verify the accuracy in the number and type of Connections reported by the City. Audits may be conducted upon installation or removal of a Small Cell Device on City’s streetlight, quarterly, and at such other times as SMUD may determine to be appropriate.

4. Compliance with Laws. All Connections shall be in compliance with all applicable Laws, including all requirements of the FCC, the CPUC and all other entities with authority over the Small Cell Devices, streetlights or Connections.
4.1. City and each TSP shall, at their sole expense, comply at all times with (and obtain and maintain such licenses, permits or other governmental approvals necessary to comply with) all applicable constitutions, statutes, ordinances, resolutions, judicial decisions, regulations, rules, standards, tariffs, administrative orders, certificates, or permits of SMUD or other Federal, state or local governmental agency having joint or several jurisdiction over the Parties or subject matter of this Agreement (Laws), as such Laws may be amended from time to time.

4.2. SMUD’s Electric Service Rules and Regulations shall apply to all Small Cell Connections. City shall take all actions required to ensure all TSPs and their Small Cell Connections comply with such Electric Service Rules and Regulations.

5. Interference. No Small Cell Device or Connection shall in any manner create or cause (a) any reduced or changed use of another’s facilities or equipment or an obstruction in a necessary line-of-sight or climbing path (a Physical Interference), or (b) any radiation or conduction of radio frequency energy or electronic noise at levels that interfere with the operation of another’s facilities or equipment (Radio Frequency Interference).

5.1. Elimination of Interference. In the event a Small Cell Device or Connection in any way creates or causes any Physical or Radio Frequency Interference, the Interference shall, at no cost or expense to SMUD, immediately be eliminated by the responsible TSP except for brief tests necessary for the elimination of the Interference.

5.2. Testing. Any interference and compatibility testing required hereunder for Radio Frequency Interference shall be made by a qualified technical person and a certification of the test provided to SMUD. SMUD may, at its discretion, be present for any testing.

6. Electric Service. City and each TSP agree that each Small Cell Device Connection shall accrue electric service charges separate and apart from existing charges related to City’s streetlight facility which streetlight facility charges are not altered by this Agreement.

6.1. The TSP shall pay SMUD for all electric power consumed by the TSP’s Small Cell Devices at each Connection, in accordance with SMUD’s otherwise applicable Rate Schedule and Electric Service Rules and Regulations.

6.1.1. The applicable electric service rate shall be as set forth in SMUD’s GFN rates, which can be found under the General Service Rate Schedule (GS) on SMUD’s website at: https://www.smud.org/assets/documents/pdf/1-GS.pdf, as such rates may be revised from time to time by SMUD’s Board of Directors.
6.1.1.1. Each Connection shall be separately charged the applicable GFN rate. The electricity usage charge will be based on the maximum capacity of the Small Cell Devices in AC watts at 100 percent capacity and 24/7 hours of operation.

6.1.1.2. Amounts due for electric usage shall be paid to SMUD on a calendar monthly basis in accordance with SMUD's Electric Service Rules and Regulations.

6.1.2. The TSP shall also pay SMUD for its Operations and Maintenance costs necessary for the electrification of TSP's Small Cell Devices, in an amount of fifty-eight dollars ($58) per month for each Small Cell Device Connection. Such costs may be revised from time to time by SMUD.

6.1.3. Electric service charges as set forth herein shall accrue until removal of a Small Cell Device Connection is confirmed by SMUD. Because electric service to the Small Cell Connection is not metered, the monthly electric service charges shall be paid in full, regardless of the actual electric service received at the Small Cell Connection or any disruption of such service.

6.2. In the event that the electric service charges for any Small Cell Device Connection are not paid as required in this Agreement, City shall, upon receipt of notice from SMUD, cause the responsible TSP to disconnect the Small Cell Device Connection in accordance with this Agreement. When the electric service charges for the Small Cell Connection are brought current, SMUD will notify City that the Small Cell Device(s) is eligible to be reconnected in accordance with Paragraph 2 above.

7. Invoice. SMUD will invoice each TSP directly for each Small Cell Device Connection.

7.1. City authorizes SMUD to share customer information related to Small Cell Connections and related electric service with the responsible TSP. City shall ensure that the appropriate SMUD personnel receive up to date information regarding the responsible TSP for each Small Cell Connection.

7.2. City authorizes SMUD to communicate directly with each TSP regarding any matters directly or indirectly related to the Small Cell Connections and related electric service.

7.3. City authorizes SMUD to invoice and collect from each TSP directly for all electric service to the Small Cell Connection.

7.4. City will obtain all permissions, execute all documents, and take all action, as requested by SMUD, to facilitate billing and collection of all electric service charges as provided by this Agreement. City subrogates all claims against the TSPs related to Small Cell Devices subject to this Agreement.

7.5. SMUD is not responsible for providing any notice or copy or other information to
City regarding electric service billing to the Small Cell Connections.

8. Disconnect. Upon receipt of written notice from SMUD requesting disconnection of any Small Cell Device Connection pursuant to this Agreement, the City shall cause the responsible TSP to carry out the disconnection.

8.1. TSP shall complete the disconnection within seventy-two (72) hours after notice is given to the City. The TSP acknowledges that SMUD will suffer damage as a result of any delay in disconnection, the value of which damage cannot be determined at this time. Therefore, as liquidated damages and not as a penalty, TSP shall pay SMUD one hundred dollars ($100.00) for each day, or part thereof, that the disconnection is delayed beyond such seventy-two (72) hour period. The Parties agree this amount represents a reasonable estimate of the actual damages SMUD would suffer as a result of the delayed disconnection.

8.2. In the event any Small Cell Connection is not disconnected within seven (7) calendar days from receipt of notice from SMUD, the City shall carry out the disconnection at the TSP’s cost. City acknowledges that SMUD will suffer damage as a result of any delay in disconnection, the value of which damage cannot be determined at this time. Therefore, as liquidated damages and not as a penalty, City shall pay SMUD one hundred dollars ($100.00) for each day, or part thereof, that the disconnection is delayed beyond the seven (7) day period. The Parties agree this amount represents a reasonable estimate of the actual damages SMUD would suffer as a result of the delayed disconnection.

8.3. TSP shall be responsible for all costs and expenses related to such disconnection. The City shall recover the disconnection cost and liquidated damages from the responsible TSP in any method the City deems appropriate.

8.4. Charges for the Connection will continue until the City confirms by written notice to SMUD, and SMUD confirms the disconnection, that the Small Cell Device Connection has been disconnected. The City may email Credit.Service@smud.org to notify SMUD when the disconnection is completed.

8.5. SMUD shall not be liable to City or TSP for a Small Cell Device disconnection or expense to City or TSP related to or arising out of such disconnection.

9. Events of Default. The occurrence of any one or more of the following events shall constitute a “Default” under this Agreement.

9.1. A Small Cell differs from the Service Request, or Small Cell Device or Connection information or specifications, provided to SMUD or poses any safety threat to persons or property.

9.2. A Small Cell Device Connection is made without prior notice to SMUD, or any
Connection is maintained in violation of this Agreement.

9.3. Any Small Cell Device or Connection fails to comply with any connection or service criteria provided by SMUD, SMUD Electric Service Rules and Regulations, or any applicable Laws.

9.4. Electric service charges are not paid as required by this Agreement, and remain unpaid for more than ten (10) days after SMUD provides City and the responsible TSP written notice of such nonpayment.

9.5. City and TSP fail to permanently remove any Physical or Radio Frequency Interference caused by a Small Cell Device.

9.6. City and TSP fail to disconnect a Small Cell Device Connection as provided for in this Agreement.

9.7. City or TSP fail to comply with any other provision of this Agreement not remedied within ten (10) days of receipt of written notice from SMUD.

10. Term and Termination. The term of this Agreement shall be for a period of ten (10) years commencing on the date set forth above, unless sooner terminated as set forth herein. Upon written agreement of City and SMUD the term of this Agreement may be extended for one (1) additional five (5) year term as long as the City and each TSP remain in full compliance with this Agreement and all respective Service Requests.

10.1. In the event of any Default under this Agreement SMUD may immediately terminate this Agreement as to the Party in default and all Small Cell Device Connections operated by that Party shall be immediately disconnected; provided that if the City is in default the Agreement shall terminate as to all Parties and all Small Cell Connections under this Agreement shall be immediately disconnected.

10.2. Notwithstanding any other provision of this Agreement, City shall have the right to terminate this Agreement, in its sole discretion, upon ninety (90) days prior written notice to SMUD.

10.3. Upon expiration or any termination of this Agreement other than for an event of default, each TSP having Small Cell Device Connections pursuant to this Agreement shall, within thirty (30) days after the expiration or termination, submit such applications and other information to SMUD as SMUD may require for direct point of connection with SMUD’s electric facilities. For each Small Cell Device, if a direct point of contact is not permitted and completed in accordance with SMUD’s Electric Service Rules and Regulations, and such other standards as SMUD may require, within ninety (90) days after the expiration or termination, or such longer period determined by SMUD, the Small Cell Connection shall be removed. The terms and conditions of this Agreement shall continue in force until the Connection is removed.
11. Reservation of Right. SMUD reserves all rights to operate its electric system and SMUD shall not have any liability to City or any TSP for any damage to the business, property or personnel of City or TSP related to the Small Cell Devices or Connections.

11.1. SMUD shall not be responsible for providing notice to City or any TSP of emergency or planned maintenance outages that could affect Small Cell Devices or Connections.

11.2. SMUD shall not be responsible for the condition or maintenance of any Small Cell Device, Connection or streetlight.

11.3. SMUD does not guarantee continuous power for any Connection. City and TSPs acknowledge that SMUD is not responsible for the Connection or any related power quality or connection issues. TSPs shall contact City directly for resolution of such power quality or connection issues. SMUD is not responsible for, will not provide service or maintain facilities beyond the City’s point of connection to SMUD’s facility. SMUD will not respond to service requests from any person or entity other than the City.

12. Indemnity.

12.1. Hold Harmless. To the fullest extent permitted by law, City and each TSP will unconditionally protect, indemnify, hold harmless, and defend (with counsel reasonably acceptable to SMUD) SMUD, and its past, present and future directors, officers, representatives, agents, and employees (each, a “SMUD Party”), from and against any and all losses, damages, claims, liabilities, judgments, actions, settlements, lawsuits, fines, levies, assessments, penalties, interest, costs and expense (including without limitation, reasonable attorneys’ and other professionals’ fees, expert witness fees, and other costs and expenses in connection with any claim, action, suit or proceeding brought against SMUD or a SMUD Party) which SMUD or any SMUD Party may incur, suffer, or become liable for, attributable to, arising out of, or in any way related to a Small Cell Device, Connection, or the performance of this Agreement, including any damage to the property or personnel of SMUD, City or any TSP, and excepting only such losses, damages, claims, liabilities, judgments, actions, settlements, lawsuits, fines, levies, assessments, penalties, interest, costs and expense to the extent the same may be caused by the gross negligence or willful misconduct of SMUD.

12.2. Damage due to Faults. Various types of faults occur on the electrical system where Small Cell Devices may be connected to electric service. SMUD shall have no responsibility for damages to any of TSP’s equipment or other property, personnel (including employees, contractors, agents and representatives), or customers as a result of the faults or potential rise conditions, unless caused by the gross negligence or willful misconduct of SMUD, or its employees, contractors, or agents.

12.3. Consequential Damages. In no event shall SMUD or the City be liable for
any lost profits, consequential, special, exemplary, indirect, punitive or incidental losses or damages, including loss of use, loss of goodwill, lost revenues, loss of profits, or loss of contracts, even if SMUD has been advised of the possibility of such damages.

13. Insurance. Without limiting any of the other obligations or liabilities of City or any TSP, City and each TSP shall provide and maintain commercial insurance coverage or self-insurance in accordance with requirements identified on Exhibit D. Except as otherwise herein provided, the provision by City or TSP of insurance required hereby shall not be construed to limit or otherwise affect City’s or TSP’s liability to SMUD.


14.1. Remedies. All remedies provided in this Agreement shall be in addition to any remedies available to a Party at law or in equity.

14.2. Alternative Dispute Resolution. If a dispute arises between any of the Parties hereto regarding the application or interpretation of any provisions of this Agreement, the aggrieved Party shall promptly notify the other Party of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within ten (10) days after delivery of such notice, each Party shall nominate a senior officer of its organization to meet at any mutually agreed location to resolve the dispute. Should the Parties be unable to resolve the dispute to their mutual satisfaction within ten (10) days after such nomination, or any other mutually agreeable time period, the Parties may proceed to resolve the dispute either through alternative dispute resolution methods, including mediation, if mutually agreeable, or through litigation in a court of competent jurisdiction in Sacramento, California. The costs of any mediation and arbitration, including any mediator’s fees, administrative fees, arbitrator’s fees, and use of facilities during the hearings, shall be borne equally among disputing Parties. Reasonable attorneys’ fees and litigation costs, including experts, may be awarded to the prevailing or most prevailing Party at the discretion of the court or arbitrator.

14.3. Incorporation. All appendices, exhibits and attachments referenced in this Agreement are hereby incorporated into this Agreement and by this reference made a part hereof.

14.4. Merged Document. This Agreement, together with each duly executed Consent and Agreement Form, constitute the entire agreement between the Parties hereto regarding the subject matter hereof. There are no prior or contemporaneous agreements or representations affecting the subject matter hereof other than those herein expressed. No amendment, modification or change to this Agreement shall be enforceable, except as specifically provided for in this Agreement, unless reduced to writing and executed by all Parties.

14.5. Non-Waiver. No waiver by a Party hereto of any one or more defaults by the other in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults whether of a like kind or of a different nature.
14.6. Exclusion of Third Party Rights. The provisions of this Agreement shall not impart rights enforceable by any person, firm or organization not a party to this Agreement or a permitted successor or assignee of a Party.

14.7. Headings and Exhibits. The headings used for the Articles and Sections herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this Agreement.

14.8. Including. When used in this Agreement “including” shall mean “Including but not limited to.”

14.9. Preparation. This Agreement was negotiated and prepared by the Parties hereto with advice of counsel to the extent deemed necessary by each Party, and was not prepared by any Party to the exclusion of the other, and, accordingly, shall not be construed against a Party by reason of its preparation.

14.10. Applicable Law. This Agreement shall be governed by and shall be construed, enforced, and performed in accordance with the laws of the State of California, without regard to principles of conflicts of law. It is further agreed that in the event of any litigation arising hereunder, the Parties at the request of SMUD shall submit to the jurisdiction of the Superior Court or federal court located in the County of Sacramento, State of California and will comply with all requirements necessary to give such Court jurisdiction, and that all matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that service of process in any such litigation may be made in the manner provided for in Section 415.4 of the California Code of Civil Procedure or in any other manner provided for in said code for service upon a person outside the State of California.

14.11. Severability. If any clause, sentence, paragraph or part of this Agreement should be declared or rendered unlawful, invalid or unenforceable by a court or regulatory agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

14.12. Approval and Acceptance. SMUD’s rights hereunder to audit inspect, or otherwise review, comment on, test, accept or approve, any work or Small Cell Device Connection of City or TSP shall not impose any duty, obligation or liability on SMUD with respect to the work or Small Cell Device Connection, nor shall they impose any duty to inspect, review or approve the methods by which the work is performed. Nor shall any such action, or failure to take such action, by SMUD prejudice any claim, right or privilege that SMUD may have arising out of such work or Small Cell Device Connection, or the use thereof, or relieve City or TSP of any responsibility for the work and Small Cell Device Connection, or any obligations hereunder.

14.13. Law and Regulation. If any Party’s activities hereunder become subject to law or regulation of any kind which renders this Agreement illegal or unenforceable, then any Party shall at such time have the right to terminate this
Agreement upon written notice to the all other Parties. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigned of the respective Parties, provided that no assignment, including by operation of law, shall be effective without the written consent of the other Parties. Terms and conditions of this Agreement, which by their sense and context survive the termination, cancellation, or expiration of this Agreement will so survive.

14.14. Notice. Any notice or demand required to be given herein shall be made in writing (unless expressly permitted herein to be verbal) and delivered by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective Parties set forth below:
IN WITNESS WHEREOF, the undersigned being duly authorized to enter this Agreement, hereby execute this Agreement.

Sacramento Municipal Utility District, a Municipal Utility District organized and existing under the laws of the State of California

By: ___________________________  6301 S Street
Name: ___________________________  Sacramento, California 95817
Its: ___________________________  Attention ___________________________

City of Citrus Heights, a municipality organized and existing under the laws of the State of California

By: ___________________________  [Add Address]
Name: ___________________________
Its: ___________________________

ATTEST

______________________________
Amy Van, City Clerk

APPROVED AS TO FORM

______________________________
Ruthann G. Ziegler, City Attorney
Exhibit A

Service Request

SMUD & City of Citrus Heights Small Cell Attachment Power Point of Connection Process Flow

### SMUD & City of Citrus Heights Small Cell Attachment Power Point of Connection Process Flow

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>TSP</th>
<th>1</th>
<th>Submit Permit Application.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 2</td>
<td>City</td>
<td>2</td>
<td>Receive Permit Application.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3</td>
<td>Fill out Service Request Form and attach the device spec. sheet, a City map with GIS x marks.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4</td>
<td>Receive Service Request Form.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5</td>
<td>Create Service Notification (DS SN) to set up TSP billing. Attach device spec. sheet and City map in SN. Set SN to GIS Review Status NGRV.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6</td>
<td>Validate GIS information (2 business days).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7</td>
<td>Update SN as Approved or Declined. If Declined indicate specifically why in SN notes and update the SN to NEIF. If approved, update SN status as NGAP. In both situations update the SN to NWAB to alert Billing.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8</td>
<td>Send response back to City of Sacramento (2 business days).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>9</td>
<td>Add the SN to the permit and approve the permit.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10</td>
<td>Construction</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11</td>
<td>Conduct City inspection.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>12</td>
<td>Send Notice of Completion to the TSP and SMUD.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>13</td>
<td>Electric charges will start.</td>
</tr>
<tr>
<td></td>
<td>SMUD Billing</td>
<td>13a</td>
<td>SMUD will start electric service from this date (update SN) and attach City approval email to SN.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>14</td>
<td>Update SN to NFCU (Forward GIS to Map)</td>
</tr>
<tr>
<td></td>
<td>SMUD GIS</td>
<td>15</td>
<td>As Built Complete (Create D7)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>16</td>
<td>Map SMUD POC to City Conductor. Update SN to NFCC</td>
</tr>
</tbody>
</table>

End
City of Citrus Heights SMUD Service Request for Telecommunications Service Provider

[Continued on Next Page]
Date of Request:

Approximate Date Service Connection is Needed:

START 2983826.1 OF SERVICE OTHER

Telecommunications Service Provider (TSP) Name:

TSP Billing Address:

TSP Tax ID:

Contact Person and Number:

Point of Connection (POC):  City Service#:

SMUD POC to City Conductor:

1. Descriptive Address: Measurements must be from the street center line and must be listed as x feet, the side of the street, and include north/south and east/west directions. For example: 50 feet of East Street and 10 feet South of J Street.

2. California State, Zone 2, NAD83 in Feet: X,Y coordinate of the connection point:

3. Attach City Map with SMUD POC to City Conductor with an X or highlight on the map. (Note: please only submit the drawing with this location. Do not submit all drawing pages.)
City Pole Number:

Location of TSP Devices on City Street lights:

1. Descriptive Address: Measurements must be from the street center line and must be listed as x feet, the side of the street, and include north/south and east/west directions. For example: 50 feet of East Street and 10 feet South of J Street.

2. California State, Zone 2, NAD83 in Feet: X,Y coordinate of the connection point:

3. California State, Zone 2, NAD83 in Feet: X,Y coordinate of the connection point where the antenna is being powered from:

4. Attach City Map with locations of 1) TSP devices on City Street light with an X or highlight on the map and 2) where the device is getting power from. (Note: please only submit the drawing with these locations. Do not submit all drawing pages.)

Number/Type of Devices: (How many transmitters, antennae, etc.)

Make and Model of Devices:

Maximum Nameplate AC Wattage of each Device:

Small cell attachment equipment specification sheet attached ______

This area reserved for SMUD use only
Power Disconnect Process for Non-Payment
Exhibit C
Power Reconnection Process

1. Notify City to reconnect
2. Update installation status
3. More customer back in
4. End

Start: Email Collections inbox that payment has been made

TSP
SMIP Credit
City
### Exhibit D

**INSURANCE APPENDIX - INSURANCE REQUIREMENTS**

<table>
<thead>
<tr>
<th>TYPE OF COVERAGE</th>
<th>LIMITS NO LESS THAN</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial General Liability (CGL)</strong></td>
<td></td>
</tr>
<tr>
<td>ISO form CG 0001 04 13, or other acceptable to SMUD</td>
<td>Bodily Injury, Personal Injury, Property Damage, (BI, PI, PD), E&amp;O Liability</td>
</tr>
<tr>
<td>• Additional insured endorsements or policy excerpt for on-going and products/completed ops</td>
<td></td>
</tr>
<tr>
<td>• Coverage limits endorsed/dedicated on a per contract or per project basis</td>
<td></td>
</tr>
<tr>
<td>• Deletion of railroad exclusion by endorsement</td>
<td></td>
</tr>
<tr>
<td><strong>Business Automobile Liability (BAL)</strong></td>
<td>Individual Accident</td>
</tr>
<tr>
<td>Covering claims arising from ownership, operation, loading, unloading owned, hired, leased, non-owned, and/or borrowed private passenger and commercial vehicles.</td>
<td>BI, PD</td>
</tr>
<tr>
<td>• Additional insured end’t or policy excerpt</td>
<td></td>
</tr>
<tr>
<td><strong>California Workers Compensation (WC)</strong></td>
<td>CA Statutory Limits</td>
</tr>
<tr>
<td>Including US Longshore &amp; Harbor Workers coverage where applicable</td>
<td></td>
</tr>
<tr>
<td><strong>Employer’s Liability (EL)</strong></td>
<td>Per Employee Aggregate</td>
</tr>
<tr>
<td>Covering Bodily Injury by Accident or Disease</td>
<td>$1 M</td>
</tr>
</tbody>
</table>

**Primary Coverage:** Insurance required above shall be primary as respects SMUD, its directors, officers, representatives, agents, employees, lessors and/or any other persons or entities for which SMUD has agreed in writing that its contractors shall include as an additional insureds (hereinafter collectively referred to as “The Parties”) and any other insurance effected or procured by any or all of The Parties shall be excess of and shall not contribute with the required insurance.

**Additional Insureds, Severability of Interests, Waivers of Subrogation:** These policies, with the exception of WC, EL and E&O coverages, shall name The Parties as additional insureds as respects work performed pursuant to or incidental to this Agreement (including coverage for ongoing and products/completed operations hazards) except for active negligence of The Parties in public works construction contracts (Cal Ins Code §11580.04). ISO forms CG 2010 or CG 20 33 (ongoing operations) and CG 2037 (products/completed operations), or other forms acceptable to SMUD, shall be used. CGL severability of interests (cross liability), and CGL, BAL, CPL and WC waiver of subrogation clauses shall be included. Pursuant to the terms of this Agreement, insurance effected or procured by Contractor shall not reduce or limit Contractor’s obligation to indemnify and defend The Parties for claims made or suits brought which result from, or in connection with, the performance of this Agreement.

**Insurer Security:** Insurers shall be rated A+ / IX or better by A.M. Best, or shall be otherwise acceptable to SMUD. Insurers need not be admitted by the State of California.

**Insurance Certificates, Endorsements, Notice of Policy Change/Cancellation:** Before commencing work under this Agreement, Contractor’s broker or agent shall provide copies of primary additional insured and waiver of subrogation endorsements, as well as deletion of railroad exclusionary language endorsement (if applicable), and certificates of insurance verifying that at least the minimum insurance coverages required above are in effect. Excess and umbrella policy schedules of underlying policies and retentions shall be provided.

Certificates must disclose any self-insured retention of $250,000 or more. Certificates must specify whether the liability coverages are written on an occurrence form or a claims-made form. There shall be no change(s) to or cancellation(s) of coverage(s) resulting in the Contractor becoming non-compliant with the insurance coverage required herein this Agreement. In the event a change or cancellation will result in Contractor becoming non-compliant with the insurance coverage required herein, Contractor shall provide thirty (30) days advance written notice to SMUD of any such change or cancellation. Contractor’s failure to provide such advance written notice shall be construed to be a material breach of this Agreement. In the event of a loss or claim potentially arising out of Contractor’s scope of services, Contractor shall promptly provide complete copies of its insurance policies upon written request by SMUD.

*SACRAMENTO MUNICIPAL UTILITY DISTRICT*

P. O. BOX 15830, SACRAMENTO, CA 95852-1830 ATTENTION: Treasury/Risk Management Department
APPENDIX 1
CONSENT AND AGREEMENT FORM

This Consent and Agreement Form (Consent) duly executed and entered into by the Telecommunications Service Provider (TSP) set forth below, is hereby attached to and made a part of the Billing Agreement for Small Cell Connections to City Streetlights (Agreement) entered into on the __ day of ____, 20 __, by and between the Sacramento Municipal Utility District (SMUD) and the City of Citrus Heights (City).

1. The undersigned TSP hereby represents, warrants and acknowledges that it has read and fully understands the terms and conditions of the Agreement, which are incorporated herein by reference as if set forth in full herein, including all capitalized or otherwise defined terms, and freely agrees, without limitation, to be bound by and comply with each of said terms and conditions. TSP will not be required to comply with any provisions of the Agreement which by their nature and text are clearly inapplicable to TSP. TSP’s failure to comply with any applicable provisions shall be a material breach of the Agreement.

2. The undersigned TSP shall be Party to and under the Agreement for all purposes.

3. Without limiting the foregoing, the TSP agrees:
   a. To make timely payment for all amounts due to SMUD as set forth in the Agreement.
   b. To cooperate with the City to provide all notices and information to SMUD as set forth in the Agreement.
   c. To disconnect its Small Cell Devices as set forth in the Agreement.

4. TSP authorizes SMUD to share any and all information related to TSP’s Small Cell Device Connections and related electric service with the City.
   a. TSP authorizes SMUD to communicate directly with the City regarding any matters directly or indirectly related to the Small Cell Connections and related electric service.
   b. TSP will obtain all permissions, execute all documents, and take all action, as requested by SMUD, to facilitate billing and collection of all electric service charges as provided by the Agreement and this Consent.

IN WITNESS WHEREOF, the undersigned being duly authorized to enter this Agreement, hereby execute this Consent.

______________________________
authorized to do business under the laws of the State of California

By: ____________________________ Address: ____________________________

Name: __________________________ Attention ____________________________

Its: ____________________________
DATE: April 25, 2019

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

FROM: Rhonda Sherman, Community Services Director
Stuart Hodgkins, City Engineer
Regina Cave, Operations Manager

SUBJECT: Senate Bill 1 (SB 1) Road Maintenance and Rehabilitation Account Funding and Project List for FY 2019-2020

Summary and Recommendation

Pursuant to Senate Bill 1 (SB 1), all California counties and cities receiving enhanced transportation funding through the recently enacted gas tax increase are required to submit on an annual basis an expenditure plan for the respective agency’s allocation of funds for the subsequent fiscal year.

Staff recommends the City Council adopt Resolution No. 2019-__ A Resolution of the City Council of the City of Citrus Heights, California, approving the Fiscal Year 2019-2020 project list to be funded by Senate Bill 1 (Road Repair and Accountability Act of 2017) Road Maintenance and Rehabilitation Account (RMRA) funding.

Fiscal Impact

In accordance with the formulaic distribution of the existing gas tax funds, Citrus Heights is expected to receive an estimated $1,452,092 in RMRA funds for fiscal year 2019-2020. These funds will come to the city in the same manner as the existing gas tax funds, which is a monthly distribution based on actual revenues collected. These RMRA funds will be programmed in the 2019-2020 budget as well as the 5-year Capital Improvement Program consistent with staff’s recommendations herein.

Background and Analysis

On April 28, 2017, SB 1 was enacted into law, which established the RMRA to address deferred maintenance on state highway, and local streets and road systems. The bill stipulates the RMRA funds shall be used for projects that include, but are not limited to, the following:
- Road maintenance and rehabilitation;
- Safety Projects;
- Railroad grade separations;
- Complete streets components, including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm water capture projects in conjunction with any other allowable project;
- Traffic control devices; and
- Matching funds for State and/or Federal grants for eligible projects.

In order to receive SB 1 funds, the California Transportation Commission (CTC) requires all local agencies submit an annual expenditure plan identifying the proposed projects to be funded with the RMRA funds, along with an adopted resolution containing the proposed projects.

The proposed improvement projects staff have identified for SB 1 funding for FY 2019-2020 are as follows:

<table>
<thead>
<tr>
<th>Project</th>
<th>Completion</th>
<th>Estimated Useful Life</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Residential Street Resurfacing</td>
<td>June 2020</td>
<td>30 year life</td>
</tr>
</tbody>
</table>

- Blowing Wind Way – Big Arrow Court to Flaming Arrow Drive
- Carol Ave – Scribner Avenue to Cedar Avenue
- Celestial Way – Capricorn Drive to End (N)
- Covewood Court – Brockwood Way to Cul-de-sac
- Creekmont Way – Starflower Drive to Sunwood Way
- Flaming Arrow Drive – Verner Avenue to Indian River Drive
- Forbs Way – Stacey Hills Drive to Poppyfield Way
- Glass Slipper – Midnight Way to Carriage Drive
- Hatfield Court – Beckwith Way to Cul-de-sac
- Maidstone Way – Bartig Way to Fleetwood Drive
- Picnic Court – Gumwood Circle to Cul-de-sac
- Scribner Avenue – Holly Drive to Carol Avenue
- Sudden Wind Court – Broken Bow Drive to End

**Attachments**

1) Resolution No. 2019 - __________ of the City Council of the City of Citrus Heights, California, approving the Fiscal Year 2019-2020 project list to be funded by Senate Bill 1 (Road Repair and Accountability Act of 2017) Road Maintenance and Rehabilitation Account (RMRA) funding.
RESOLUTION NO. 2019- ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, APPROVING THE FISCAL YEAR 2019-2020 PROJECT LIST TO BE FUNDED BY SENATE BILL 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017) ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) FUNDING

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 was passed by California Legislature and signed into law in April 2017 to help address statewide transportation deficiencies and maintenance needs;

WHEREAS, SB 1 includes provisions for transparency and accountability to help ensure taxpayers are informed of the projects being proposed with RMRA funding, and that recipients are expending the funds on eligible projects that meet the objectives of SB 1;

WHEREAS, in order for the city to receive its share of RMRA funds, Council must pass a resolution adopting a list of projects proposed for utilizing said funds; and

WHEREAS, the City of Citrus Heights will receive an estimated $1,452,092 in RMRA funding from SB 1 in Fiscal Year 2019-2020.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights that the proposed list of projects to be funded in FY 2019-2020 by Senate Bill 1: The Road Repair and Accountability Act is hereby approved.

<table>
<thead>
<tr>
<th>Project</th>
<th>Completion</th>
<th>Estimated Useful Life</th>
</tr>
</thead>
<tbody>
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<td>June 2020</td>
<td>30 year life</td>
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</tr>
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</tr>
<tr>
<td>• Sudden Wind Court – Broken Bow Drive to End</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 25th day of April, 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
Summary and Recommendation

Staff recommends the City Council receive and file the Quarterly Treasurer’s Report for the quarter ending March 31, 2019.

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 March 31, 2019, the market value of the city’s cash and investments was $14,899,127, up from $8,868,842 at the quarter ended December 31, 2018. This report satisfies California Government Code Section 53646(b).

Attachments

1. Treasurer’s Report as of March 31, 2019
City of Citrus Heights

Report period March 1, 2019 – March 31, 2019

The Treasurer’s investment portfolio is in compliance with the California Government Code Section 53601.
Institutional Fixed Income Market Review
March 31, 2019

Business and consumer confidence

The Small Business Optimism Index edged up to 101.8 in March from 101.7 in February, missing expectation for a rise to 102.0. The headline index appears to be leveling-off after a steady decline from an August peak of 108.8, a two-decade high. Small companies still expect economic conditions to improve but sight a shortage of qualified workers as the key impediment to their business expansion and outlook.

U.S. consumer confidence improved in February to 131.4, as the American view on present conditions rose to an 18-year high while consumer expectation posted the largest monthly gain since 2011.

Manufacturing and jobs expand

The Institute for Supply Management Manufacturing Index (ISM) rose to 55.3 in March from 54.2 last month, exceeding expectations. A reading of over 50 signals month-to-month growth.

The March employment report showed a gain in non-farm payrolls by 196,000, above analyst forecasts of 175,000. The weak February report was revised slightly higher to 33,000 from 20,000. Wages are up 3.2 percent year-over-year.

Fed watch

The Federal Reserve voted at the March 20th FOMC meeting to hold the Fed funds target rate in the 2.25 - 2.50 range and indicated no rate hikes this year and one in 2020. They will also pause by September their previously planned $50 billion per month reduction plan in the Central Bank’s balance sheet, holding steady at about $3.5 trillion in assets. The bond market rallied into the final week of March helping to push rates to one-year lows.

According to the Bloomberg Fed Funds futures implied rates function, there is a 57 percent probability of a 25bps decrease in the Fed Funds target rate range to 2.00 - 2.25 by the December FOMC meeting.

*LAIF apportionment rate.

Source: Bloomberg; rates as of market close 3/29/19.
CITY OF CITRUS HEIGHTS
SUMMARY OF INVESTMENTS
INVESTMENT PORTFOLIO MARCH 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>COST</th>
<th>FACE</th>
<th>MARKET</th>
<th>PERCENT</th>
<th>DAYS TO MATURE</th>
<th>YIELD TO MATURITY</th>
<th>WEIGHTED YIELD</th>
</tr>
</thead>
<tbody>
<tr>
<td>STATE-LOCAL AGENCY INVESTMENT FUNDS</td>
<td>11,120,126.93</td>
<td>11,120,126.93</td>
<td>11,120,126.93</td>
<td>74.5%</td>
<td>1</td>
<td>2.550%</td>
<td>1.900%</td>
</tr>
<tr>
<td>GENERAL ACCOUNT/US BANK</td>
<td>930,760.63</td>
<td>930,760.63</td>
<td>930,760.63</td>
<td>6.2%</td>
<td>1</td>
<td>0.000%</td>
<td>0.000%</td>
</tr>
<tr>
<td>FEDERAL AGENCIES/TREASURIES/CD'S/SCHWAB</td>
<td>2,867,824.27</td>
<td>2,875,507.65</td>
<td>2,848,240.00</td>
<td>19.3%</td>
<td>793</td>
<td>1.908%</td>
<td>0.368%</td>
</tr>
<tr>
<td>GRAND TOTAL INVESTMENT PORTFOLIO</td>
<td>14,918,711.83</td>
<td>14,926,395.21</td>
<td>14,899,127.56</td>
<td>100%</td>
<td>162</td>
<td>2.388%</td>
<td>2.267%</td>
</tr>
</tbody>
</table>

LOCAL AGENCY INVESTMENT FUND (LAIF) RATE OF RETURN 2.550%
CITY WEIGHTED AVERAGE RATE OF RETURN (including non-interest bearing checking) 2.267%
CITY EFFECTIVE RATE OF RETURN MARCH 2019 2.410%
CITY EFFECTIVE RATE OF RETURN FISCAL YEAR TO DATE 2.250%
CITY INTEREST EARNINGS FISCAL YEAR TO DATE 182,554.38

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 Heights' adopted investment policy.

Respectfully submitted,

Ronda Rivera
Finance Director
## Local Agency Investment Fund

<table>
<thead>
<tr>
<th>SymPro</th>
<th>Cusip</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>11,120,126.93</td>
<td>11,120,126.93</td>
<td>11,120,126.93</td>
<td>2.550%</td>
<td>2.550%</td>
<td>11/25/2019</td>
<td>11/25/2019</td>
<td>1</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>11,120,126.93</strong></td>
<td><strong>11,120,126.93</strong></td>
<td><strong>11,120,126.93</strong></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## General Account/US Bank

| | | | | | | | | | | | |
| | | | | | | | | | | | |

## Custody Account/Schwab

| | | | | | | | | | | | |
| | | | | | | | | | | | |

## Medium Term Notes/Federal Agency/Certificates of Deposit/ Treasury Coupon Securities

| | | | | | | | | | | | |
| | | | | | | | | | | | |

### Fannie Mae (c)

<table>
<thead>
<tr>
<th>SymPro</th>
<th>Cusip</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>1109</td>
<td>3136G4GU1</td>
<td>Aaa</td>
<td>AA+</td>
<td>998,823.87</td>
<td>1,000,000.00</td>
<td>992,877.00</td>
<td>1.400%</td>
<td>1.585</td>
<td>03/30/2017</td>
<td>11/25/2019</td>
<td>238</td>
</tr>
</tbody>
</table>

### Freddie Mac (c)

<table>
<thead>
<tr>
<th>SymPro</th>
<th>Cusip</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>
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<th>Maturity/Call Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1108</td>
<td>3134GBAE2</td>
<td>Aaa</td>
<td>AA+</td>
<td>1,843,492.75</td>
<td>1,850,000.00</td>
<td>1,829,855.35</td>
<td>2.000%</td>
<td>2.124</td>
<td>03/30/2017</td>
<td>03/29/2022</td>
<td>1,093</td>
</tr>
</tbody>
</table>

### TOTAL

| | | | | | | | | | | | |
| | | | | | | | | | | | |

### TOTAL INVESTMENT PORTFOLIO

| | | | | | | | | | | | |
| | | | | | | | | | | | |

### TOTAL INVESTMENT PORTFOLIO

| | | | | | | | | | | | |
| | | | | | | | | | | | |
City of Citrus Heights
Portfolio Management
Portfolio Statistics and Performance
March 31, 2019

Portfolio Liquidity

<table>
<thead>
<tr>
<th>Aging Interval</th>
<th>Par Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 90 Days</td>
<td>12,076,395</td>
</tr>
<tr>
<td>91 Days - 1 Year</td>
<td>1,000,000</td>
</tr>
<tr>
<td>1 - 2 Years</td>
<td>0</td>
</tr>
<tr>
<td>2 - 3 Years</td>
<td>1,850,000</td>
</tr>
<tr>
<td>3 - 4 Years</td>
<td>0</td>
</tr>
<tr>
<td>4 - 5 Years</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>14,926,395</td>
</tr>
</tbody>
</table>

*To maturity (does not include call date)

Portfolio Composition

<table>
<thead>
<tr>
<th>Investment Type</th>
<th>Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managed Pools/Checking</td>
<td>12,076,395</td>
</tr>
<tr>
<td>Federal Agency Issues</td>
<td>2,822,732</td>
</tr>
<tr>
<td>U.S. Treasuries</td>
<td>0</td>
</tr>
<tr>
<td>Corporate Notes</td>
<td>0</td>
</tr>
<tr>
<td>Certificates of Deposit</td>
<td>0</td>
</tr>
</tbody>
</table>

Benchmark and 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

Legend:
- City Portfolio
- 2-Year Treasury
- *LAIF Monthly Rate
DATE: April 25, 2019

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

FROM: Gina L. Anderson, Assistant Chief of Police

SUBJECT: Hazardous Materials Response Teams Agreement with the County of Sacramento

Summary and Recommendation

The City of Citrus Heights contracts with the County of Sacramento for Hazardous Materials Response Teams for the purpose of identification and mitigation of incidents involving a hazardous material. This agreement is for services in addition to the operational services Sacramento Metropolitan Fire District provides on a daily basis.

Staff recommends the City Council adopt Resolution No. 2019-___ A Resolution of the City Council of the City of Citrus Heights, California, Adopting an Agreement with County of Sacramento for Hazardous Material Response Team Services.

Fiscal Impact

Funding for this service agreement in the amount of $59,771.74 in General Fund was included in the FY 2018/19 Police Department budget. Future year contract amounts include anticipated increases in costs for services.

- Fiscal Year 2019/20: $61,564.90
- Fiscal Year 2020/21: $63,411.84

If the agreement is extended the contract amounts would be as follows:

- Fiscal Year 2021/22: $65,314.20
- Fiscal Year 2022/23: $67,273.63
Background and Analysis

The County of Sacramento’s Environmental Management District (EMD) manages contract services for hazardous materials incident response teams. The proposed agreement is for the continuation of services, as the original agreement executed in 2006, and the last extension, have expired.

There are three contracted, available teams in Sacramento County: two (2) from the City of Sacramento Fire Department, and one (1) from the Sacramento Metropolitan Fire District. Services by these teams are provided to the unincorporated county area, a variety of special districts, and each of the municipal cities.

A proposed agreement (Attachment 1) has been negotiated by staff from each of the contracted recipients. The contract duration is for three years and provides for the initial response by a hazardous materials team to the City for the purpose of:

- Assessing the incident;
- Rescue of victims;
- Identification of hazardous material;
- Extinguishment of fire;
- Containment of the hazardous material; and
- Assistance in the management of the incident to include mitigation recommendations and additional information.

These contractual services are in addition to traditional services provided and funded through the collection of property taxes for fire suppression. Approval of the hazardous materials incident response contract will ensure the continuity of services provided to the city in the event of a Level II or Level III incident.

Attachments

1. County of Sacramento Agreement for Hazardous Material Response Teams
2. Resolution NO. 2019-____ A Resolution of the City Council of the City of Citrus Heights, California, Adopting an Agreement with County of Sacramento for Hazardous Material Response Team Services
Agreement Between County of Sacramento and the City of Citrus Heights for Hazardous Materials Response Teams

This AGREEMENT is made and entered into as of the ____ day of _____, 2019, between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, (hereinafter referred to as “COUNTY”) and the CITY OF CITRUS HEIGHTS (hereinafter referred to as “CITY”).

Recitals

WHEREAS, the timely response to and proper management of incidents involving the intentional or unintentional release of hazardous materials are critical to the protection of human health and the environment; and

WHEREAS, the proper management and control of responses to emergency incidents involving hazardous materials requires highly specialized training, equipment, supplies, communications and other resources in order to provide adequate protection for the health and safety of the public and emergency response personnel; and

WHEREAS, COUNTY has entered into contractual agreements with the City of Sacramento Fire Department and the Sacramento Metropolitan Fire District, hereafter referred to as “CONTRACTORS” to provide hazardous materials response teams (hereinafter referred to as “HAZ-MAT TEAMS”), with specialized apparatus, equipment and capabilities; and

WHEREAS, the cost of establishing and maintaining a hazardous materials response team capability is costly, so CITY has determined that it would be more economical, feasible and appropriate to utilize the services of HAZ-MAT TEAMS available from COUNTY through its contractual agreements with CONTRACTORS rather than to develop and maintain duplicate response teams; and

WHEREAS, COUNTY has offered, subject to consideration, to include CITY within the scope of service coverage of HAZ-MAT TEAMS through the provisions of its contractual agreements with CONTRACTORS and a separate mutual aid agreement:

WHEREAS, COUNTY and CITY desire to enter into this Agreement on the terms and conditions set forth herein.
NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

I. SCOPE OF SERVICES

COUNTY shall provide services in the amount, type and manner described in “Exhibit A,” attached hereto and incorporated herein by this reference.

II. TERM

This Agreement shall be effective and commence as of July 1, 2018, and shall end on June 30, 2021, unless CITY and COUNTY mutually agree in writing to extend the term for up to two additional one-year periods.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by certified mail-return receipt requested, addressed as follows:

TO COUNTY: DIRECTOR
Sacramento County
Environmental Management Department
10590 Armstrong Ave.
Mather, CA 95655

TO CITY: CITY MANAGER
City of Citrus Heights
6360 Fountain Square Drive
Citrus Heights, CA 95621

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon date of receipt.

IV. COMPLIANCE WITH LAWS

CITY and COUNTY shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.
V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. CONFLICT OF INTEREST

CITY and its officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

VII. INDEMNIFICATION

1. CITY shall indemnify, defend and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, contractors and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney’s fees), or claims for injury or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of CITY, its officers, employees, or agents (including its volunteers and students).

2. COUNTY shall indemnify, defend, and hold harmless CITY, its Council, officers, directors, agents, employees, and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney’s fees), or claims for injury or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of COUNTY, its Board of Supervisors, officers, employees, or agents (including its volunteers and students).

3. This indemnity shall survive the termination or expiration of the Agreement.
VIII. INSURANCE

Each party, at its sole cost and expense, shall carry insurance – or self-insure – its activities in connection with this Agreement, and obtain, keep in force, and maintain insurance or equivalent programs of self-insurance for general liability, workers compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

IX. SUBCONTRACTS, ASSIGNMENT

1. Any subcontracting shall be subject to all applicable provisions of this Agreement. Subcontracting services delivered under this Agreement shall not in any way relieve COUNTY of any duty or responsibility under this Agreement and COUNTY shall remain primarily obligated for the performance of all services.

2. This Agreement is not assignable by COUNTY in whole or in part, without the prior written consent of CITY.

X. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.
XII. TERMINATION

Either party may terminate this Agreement upon one hundred and eighty (180) days written notice to the other party. Notice shall be deemed served on the date of mailing.

XIII. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XIV. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CITY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CITY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XV. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XVI. COMPENSATION

Compensation under this Agreement shall be as provided in “Exhibit B,” attached hereto and incorporated herein by this reference.
XVII. RECOVERY COSTS

CITY is permitted to seek financial recovery of costs of the emergency response provided it has the legal authority to do so.

XVIII. ANNUAL REPORT

By May 15 of each year, CONTRACTORS will submit an Annual Report to CITY outlining the following for the previous fiscal year:

Number of HAZ-MAT TEAM incident responses that occurred in the jurisdiction of CITY, and for each incident response:

a. Incident location
b. The zip code for the incident location
c. Description of incident.

XIX. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XX. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.
COUNTY OF SACRAMENTO, a political subdivision of the State of California,

By:

_________________________  Date:  ________________
Marie Woodin, Director
Sacramento County
Environmental Management Department

Agreement reviewed and approved by County Counsel:

_________________________  Date:  ________________
Diana Ruiz
Deputy County Counsel

THE CITY OF CITRUS HEIGHTS,

By:

_________________________  Date:  ________________
Christopher Boyd, City Manager

Attest:

_________________________  Date:  ________________
Amy Van, City Clerk

Approved as to Form:

_________________________  Date:  ________________
....Ruthann Ziegler, City Attorney
EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO
and the CITY OF CITRUS HEIGHTS

I. SCOPE OF SERVICES

COUNTY will work within a partnership relationship with CITY and provide the following services:

1. Immediately upon notification of an emergency situation involving hazardous materials that has been classified as a LEVEL II or LEVEL III INCIDENT, COUNTY, through its contractual agreement with CONTRACTORS, shall provide for the dispatch a HAZ-MAT TEAM to respond to the scene. If multiple LEVEL II or LEVEL III hazardous materials incidents are occurring simultaneous within CITY’s jurisdiction or other areas of the County, the determination of the priority of response by a HAZ-MAT TEAM shall be at the sole discretion of the highest ranking chief officer of the Sacramento Fire Department or Sacramento Metropolitan Fire Protection District on-duty or on-call at the time, based upon the assessment of the risks to the public or environment associated with the incident without regard to whether the incident is within CITY’s jurisdiction or other areas of the County.

2. Immediately upon arrival at the scene of the emergency hazardous materials incident, the HAZ-MAT TEAM Captain shall report to the Incident Commander having jurisdiction, and shall establish the Haz-Mat Group as identified in the Incident Command System. The Haz-Mat Group Safety Officer shall make immediate contact with the Safety Officer of the incident.

3. The services to be provided by the HAZ-MAT TEAM to COUNTY or COUNTY FIRE DISTRICTS shall include the following:
   
a. Assessing the scene as to the appropriate classification of the level of the incident, determination of any additional personal or environmental protective measures that may be required without further delay and determining the possible need for an additional assistance not already requested;

b. Providing rescue to victims, if necessary, and if possible without exposing emergency response personnel to unreasonable life-threatening risks;
c. Identification of the types and quantities of any hazardous materials involved, determination of the hazards they pose to life, environment and property, and advice as to appropriate measures necessary to mitigate, contain and suppress the emergency hazardous materials incident;

d. Providing advice in the extinguishment of any fires that may exist or pose a threat, if such extinguishment is considered to be essential by the Incident Commander, and in the selection of extinguishing agents to be utilized and the methods of application;

e. Providing advice and assistance locating special supplies in the suppression and containment of the hazardous materials involved in the incident including measures such as temporary diking, diverting, channeling, plugging, removal of fuel, and the elimination of ignition sources.

f. Providing advice and assistance in the establishment of a Field Command Post in an appropriate and safe location;

g. Providing advice and assistance in the establishment of a Resource Pool Staging Area in an appropriate and safe location;

h. Providing advice and assistance in the determination and establishment of any restricted (hot) or limited access (warm) zones, and any areas that may need to be evaluated;

i. Providing technical coordination with any private sector resources that may be involved in response to the emergency hazardous materials incidents;

j. Providing advice and assistance to COUNTY Environmental Management Department, CITY Department of Public Works, and COUNTY Office of Emergency Services as may be requested for the purpose of declaring a health emergency or a state of emergency, coordinating emergency response activities of CITY departments, and clean-up and restoration of the affected site to normal daily use;

k. Providing technical information to the Incident Commander for dissemination to the public through the facilities of the
Emergency broadcast System or directly to news media regarding the emergency hazardous materials incident;

1. Providing advice and assistance as necessary, in the training of HAZ-MAT TEAM and CITY emergency response personnel; and

4. Nothing in this Agreement or any Exhibit thereto shall obligate COUNTY to provide HAZ-MAT TEAM services outside of Sacramento County.
EXHIBIT B to Agreement  
between the COUNTY OF SACRAMENTO,  
and the CITY OF CITRUS HEIGHTS

COMPENSATION SCHEDULE

1. For the services provided by COUNTY through its contractual agreements with CONTRACTORS, CITY shall pay to COUNTY the following amount:

   For Fiscal Year 2018-19 beginning July 1, 2018: $59,771.74  
   For Fiscal Year 2019-20 beginning July 1, 2019: $61,564.90  
   For Fiscal Year 2020-21 beginning July 1, 2020: $63,411.84

   If extended:

   For Fiscal Year 2021-22 beginning July 1, 2021: $65,314.20  
   For Fiscal Year 2022-23 beginning July 2, 2022: $67,273.63

The amounts for Fiscal Years 2021-22 and 2022-23 shall be applicable only if the Agreement term is extended upon mutual written consent between CITY and COUNTY under the same terms and conditions as are contained in this Agreement.

2. Payment will be provided in two equal payments, the first due on March 1 and the second due on May 1 of each year.

3. Payment shall be made to “Sacramento County Environmental Management Department” and sent to the following address:

   Sacramento County Environmental Management Department  
   10590 Armstrong Ave. Suite A  
   Mather, CA 95655.
RESOLUTION NO. 2019-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING HAZARDOUS MATERIALS RESPONSE TEAMS AGREEMENT WITH THE COUNTY OF SACRAMENTO

WHEREAS, the timely response to and proper management of incidents involving the intentional or unintentional release of hazardous materials are critical to the protection of human health and the environment;

WHEREAS, the management and control of responses to emergency incidents involving hazardous materials requires highly specialized training, equipment, supplies, communications and other resources in order to provide adequate protection for the health and safety of the public and emergency response personnel;

WHEREAS, the City of Sacramento Fire Department and the Sacramento Metropolitan Fire District, have hazardous materials response teams with specialized apparatus, equipment and capabilities; and

WHEREAS, the cost of establishing and maintaining a hazardous materials response team capability is costly, so the City of Citrus Heights has determined it would be more economical, feasible and appropriate to utilize the services of hazardous materials response teams available through Sacramento County rather than to develop and maintain duplicate response teams.

NOW THEREFORE BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights, California, that the City Manager is authorized to execute a contract between the City of Citrus Heights and the County of Sacramento for hazardous materials response team services.

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 25th day of April 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