

**Agenda**  
**Rio Linda / Elverta Community Water District**  
**Planning Committee**

Sacramento Metro Fire Dept.  
6609 Rio Linda Blvd.  
Rio Linda, CA 95673

Friday, November 2, 2018  
2:00 pm

Public documents relating to any open session items listed on this agenda that are distributed to the Committee members less than 72 hours before the meeting are available for public inspection on the counter of the District Office.

The public may address the Committee concerning any item of interest. Persons who wish to comment on either agenda or non-agenda items should fill out the Comment Card and give it to the General Manager. The Committee Chair will call for comments at the appropriate time. Comments will be subject to reasonable time limits (3 minutes).

In compliance with the Americans with Disabilities Act, if you have a disability, and you need a disability-related modification or accommodation to participate in this meeting, please contact the District office at (916) 991-1000. Requests must be made as early as possible and at least one full business day before the start of the meeting.

**Call to Order**

**Public Comment**

This is an opportunity for the public to comment on non-agenda items with the subject matter jurisdiction of the Committee. Comments are limited to 2 minutes.

**Items for Discussion and Action**

1. Follow up to the stalled capital improvement projects list discussed at the October Planning Committee meeting.
2. District Engineer Professional Services Agreement.
3. Developer deposit agreement with Elverta Specific Plan Owners Group.

**Items Requested for Next Month's Committee Agenda**

**Adjournment**

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Next Scheduled Planning Committee Meeting: Friday, December 7, 2018  
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## **Planning Committee Agenda Item: 1**

**Date:** November 2, 2018  
**Subject:** Stalled Capital Improvement Projects List  
**Staff Contact:** Timothy R. Shaw, General Manager

### **Recommended Committee Action:**

Review the list of stalled capital improvement projects which were discussed at the October Planning Committee Meeting. Determine if any of these projects should be recommend for termination by the Board.

### **Current Background and Justification:**

The Planning Committee reviewed the list of stalled projects at the October meeting. The Committee asked that I verify some of the specific stalled projects have little or no value for continued efforts.

I have verified the specific projects has no value by corresponding with staff.

### **Staff recommendation:**

I recommend the Planning Committee review the documents. Then, if necessary and appropriate, forward an item onto the November 19<sup>th</sup> Board agenda with recommendations on which projects to terminate.

**Stalled Capital Improvement Projects**

Budget FY(s)	Project Name	Budget Amount	Project Description (per budget documents)	Last Transaction Date	Amount Paid to Date	Status	Recommendation
2015-16	L Street - Storm Drain Construction	\$50,000.00	This budget item is for the construction of 230-ft of 12" storm drain. The need for the storm drain extension is described in Budget Item A-2. The storm drain extension is needed in order to properly deliver water from the L Street plant to Sacramento County's main storm drain line at the adjacent park. Without the storm drain extension, during a reservoir overflow event, the onsite storm drain will overflow into L Street.	12/1/2015	\$13,036.60		
2016-17 2017-18	El Dorado County Water & Power Supply MOU	\$275,000.00	This budget item is a carryover project from last year's capital budget. The cost was approved by the Board of Directors as part of a signed Memorandum of Understanding (MOU) between El Dorado Water and Power Authority (EDWAPA) and the District. The purpose of the MOU is for the District and EDWAPA to work together to put EDWAPA's surface water right to use by the District until EDWAPA has a need for them. The project is being administrated by EDWAPA.	9/27/2017	\$39,441.63		
2016-17 2017-18	River Arc Participation	\$115,000.00	The River Arc Project consists of six local water purveyors (Rio Linda / Elverta Community Water District, City of Sacramento, Sacramento County Water Agency, California American Water Company, Placer County Water Agency, and City of Roseville) that are working together to construct a surface water treatment plant that treats Sacramento River water and delivers treated water to the region. The District is participating in this project to bring supplemental surface water into the District to supply the current and future customers with a combination of ground and surface water. This is a long range project that is planned to be built within the next 10 to 20 years.	7/21/2017	\$125,011.22		
2014-15	L Street - Well 12 Replacement (Design Only)	\$50,000.00	This budget item is for the plans and specifications to replace Well 12 with a new well that is more efficient and has an expected capacity of 1,500 gpm. The replacement well (Well 12A) is planned to be constructed in FY 2015-16 and part of the HC water supply mitigation.	5/6/2015	\$6,542.00		
2015-16	District Office Design and Permitting	\$30,000.00	This budget item is to complete plans and specifications for a new District Office that will be planned to be built in the 2016/17 capital budget year. The existing office is not large enough for District operations and would require extensive upgrades to meet current code requirements.	12/1/2015	\$4,870.00	Two Rivers Architects: Preliminary Architect for District Office Building	
2014-15 2015-16	Adele Court Pipeline	\$20,000.00	This budget item is to replace the existing 2-inch water line to stabilize pressure to customers in Adele Court. The project was originally planned to be installed using District Staff. Based on the limited equipment District Staff has, the project is now being re-budgeted for 2015/16 and bid out to local contractors to install.	8/24/2015	\$5,745.00		
2015-16	Install 100 feet of 8" DIP in Paladin Way	\$20,000.00	This budget item will close a loop in Paladin Way eliminating two dead ends and providing better water quality and circulation to customers on this water line.	9/15/2015	\$2,120.00		
2015-16	Install 200 feet of DIP on 5th/Montague, Obtain Easement	\$30,000.00	This budget item will close a loop on 5th/Montague eliminating two dead ends and providing better water quality and circulation to customers on this water line.	9/15/2015	\$2,310.00		



## **Planning Committee Agenda Item: 2**

**Date:** November 2, 2018  
**Subject:** District Engineer Professional Service Agreement  
**Staff Contact:** Timothy R. Shaw, General Manager

### **Recommended Committee Action:**

Review the draft Professional Services Agreement for District Engineering Services and consider recommending approval at the November 19<sup>th</sup> Board meeting.

### **Current Background and Justification:**

The District performed a Request for Qualifications (RFQ) process. Staff reviewed all submittals. EKI Environment and Water was determined by staff to be the most qualified firm corresponding to the District's need. The rates for EKI services are deemed to be reasonable for the services to be provided. EKI is willing to execute an agreement using the District's standard form.

### **Staff recommendation:**

Review the draft Professional Services Agreement with EKI and consider recommending approval by the Board at the November 19<sup>th</sup> meeting.

**RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT**  
**PROJECT:** \_\_\_\_\_  
**PROJECT NO.** \_\_\_\_ - \_\_\_\_

## **AGREEMENT FOR CONSULTING SERVICES**

**THIS CONSULTING SERVICES AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Rio Linda Elverta Community Water District, a county water district of the State of California (“District”) and EKI Environment & Water and (“Consultant”), (each individually a “Party” and collectively the “Parties”). There are no other parties to this Agreement.

### **RECITALS**

**A.** Consultant represents to District that it is a duly qualified and licensed firm experienced \_\_\_\_\_ in providing consulting services ~~to~~ \_\_\_\_\_ as District Engineer

**B.** In the judgment of the Board of Directors of District, it is necessary and desirable to employ the services of Consultant to perform consulting services on the above referenced water supply project (the “Project”).

**C.** Consultant has been selected as the most qualified to \_\_\_\_\_ perform the services as District Engineer.

**D.** All compensation shall be based on a time and materials not to exceed bases using billing rates provided in the Scope of Services attached as **Exhibit A.**

**NOW, THEREFORE,** in consideration of the promises and covenants set forth below, the Parties agree as follows:

### **AGREEMENT**

**Section 1. Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 18 of this Agreement, Sections 1 through 18 shall prevail.

**Section 2. Term.** This Agreement shall commence on the Effective Date and terminate one (1) year after Consultant completes performance of the Services (“Term”), unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

**Section 3. Effective Date.** This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”). Consultant, however, shall not commence the performance of the Services until it has been given notice by District (“Notice to Proceed”).

#### **Section 4. Work.**

(a) *Services.* Subject to the terms and conditions set forth in this Agreement, Consultant shall perform the Services as described in **Exhibit A.** Consultant shall not receive additional compensation for the performance of any services unless approved by the District in writing.

(b) *Modification of Services.* Only the District's General Manager may authorize, in writing, extra or changed work. Failure of Consultant to secure such a written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra work performed without such express and prior written authorization of the General Manager.

**Section 5. Time of Performance.** Consultant warrants that it will commence performance of the Services within thirty (30) calendar days of the Notice to Proceed. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement.

**Section 6. Payment.** District shall pay Consultant for all Services described in the approved Scope of Services and which are to be performed by Consultant.

District shall pay Consultant within thirty (30) days of Project completion, acceptance of the Services by District, and receipt of Consultant's invoice for the Services. All payments will be made in accordance with this Agreement.

**Section 7. Representations of Consultant.** District relies upon the following representations by Consultant in entering into this Agreement:

(a) *Standard of Care.* District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that it is qualified to perform the Services as provided in the Scope of Services and that all of its services will be performed in accordance with the generally accepted consultant practices and standards, in compliance with all applicable federal, state and local laws.

(b) *Independent Contractor.* In performing the services hereinafter specified, Consultant shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between District and Consultant.

(c) *Authority.* Consultant represents that it possesses the necessary licenses, permits and approvals required to perform the Services or will obtain such licenses, permits or approvals prior to the time such licenses, permits or approvals are required. Consultant shall also ensure that all sub-consultants are similarly licensed and qualified. Consultant represents and warrants to District that Consultant shall, at Consultant's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice Consultant's profession at the time the Services are rendered, including registration for public works projects with the Department of Industrial Relations.

(d) *No Conflict of Interest.* Consultant represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement. Consultant further promises that in the performance of this Agreement, no person having such conflict of interest will be knowingly employed. If requested to do so by District, Consultant shall complete and file, and

shall cause any person doing work under this Agreement to complete and file, a "Statement of Economic Interest" with the Sacramento County Clerk disclosing their financial interests.

(e) *Prevailing Wage.* Consultant agrees to pay all craftsmen and laborers required as part of the consulting services at least the minimum prevailing wage required by the Department of Industrial Relations of the State of California. Consultant understands and agrees that it is Consultant's responsibility to determine the minimum prevailing wage and to report compliance as required under California law.

**Section 8. Conformity with Law and Safety.** Consultant shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. Consultant's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Consultant shall immediately notify the District's risk manager by telephone. If any accident occurs in connection with this Agreement, Consultant shall promptly submit a written report to District, in such form as the District may require. This report shall include the following information: (a) name and address of the injured or deceased persons; (b) name and address of Consultant's sub-consultant, if any; (c) name and address of Consultant's liability insurance carrier; and (d) a detailed description of the accident, including whether any of District's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Consultant shall immediately notify District. Consultant shall not store hazardous materials or hazardous waste within the District limits without a proper permit from District.

**Section 9. Excusable Delays.** Consultant shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Consultant. Force Majeure does not include: (a) Consultant's financial inability to perform; (b) Consultant's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Consultant's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Consultant.

**Section 10. Assignment Prohibited.** No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

**Section 11. Ownership and Disclosure of Work Product.** District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications, copies of correspondence, maps, or other pertinent data and information gathered or computed by Consultant ("Work Product") in the performance of and prior to

termination of this Agreement by District or upon completion of the work pursuant to this Agreement. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District, during the term of this Agreement and for a period of one hundred eighty (180) days following expiration of the term of the Agreement.

When this Agreement is terminated, Consultant agrees to return to District all documents, drawings, photographs and other written or graphic material, however produced, that it received from District, its Consultants or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

**Section 12. Termination by Default.** If a Party should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violates any of the terms of this Agreement (the "Defaulting Party"), the other Party shall give notice to the Defaulting Party and allow such Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive payment for all services satisfactorily rendered, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of this Agreement by Consultant. If payment under this Agreement is based upon a lump sum in total or by individual task, payment for services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by District by virtue of any breach of this Agreement by Consultant.

(a) Consultant shall deliver copies of all Work Product prepared by it pursuant to this Agreement.

(b) If District terminates this Agreement before District issues the Notice to Proceed to Consultant or before Consultant commences any Services hereunder, whichever last occurs, District shall not be obligated to make any payment to Consultant. If District terminates this Agreement after District has issued the Notice to Proceed to Consultant and after Consultant has commenced performance under this Agreement, District shall pay Consultant the reasonable value of the Services rendered by Consultant pursuant to this Agreement prior to termination of this Agreement. District shall not in any manner be liable for Consultant's actual or projected lost profits had Consultant completed the Services. Consultant shall furnish to District such financial information, as in the judgment of the District Manager, is necessary to determine the reasonable value of the Services rendered by Consultant prior to termination.

(c) Except as provided in this Agreement, in no event shall District be liable for costs incurred by or on behalf of Consultant after the date of the notice of termination.

**Section 13. Liability for Breach.** Neither Party waives the right to recover damages against the other for breach of this Agreement including any amount necessary to compensate District for all detriment proximately caused by Consultant's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. District reserves the right to offset such damages against any payments owed to Consultant. District shall not in any manner be liable for Consultant's actual or projected lost profits had Consultant completed the Services required by this Agreement. In the event of a termination by either Party, copies of all finished or unfinished Work Product shall become the property of District. Notwithstanding the above, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special,



consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

**Section 14. Insurance Coverage.** During the Term, the Consultant shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide the District with written proof of said insurance. Consultant shall maintain coverage as follows:

(a) *Professional Liability:* Professional liability insurance for damages incurred by reason of any actual or alleged negligent act, error or omission by sub-consultant in the amount of One Million Dollars (\$1,000,000.00) combined single limit each occurrence and annual aggregate. If the Consultants prime agreement requires the sub-consultant to carry additional Professional Liability insurance the sub-consultant shall increase their Professional Liability insurance to meet the prime agreement's requirements for the duration of the Project.

(b) *General Liability.* Consultant shall carry commercial general liability insurance in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence, covering bodily injury and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be no less than One Million Dollars (\$1,000,000.00).

(c) *Worker's Compensation Insurance and Employer's Liability.* Consultant shall carry workers' compensation insurance as required by the State of California under the Labor Code.

(d) *Automobile Liability Insurance.* Consultant shall carry Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

(e) *Policy Obligations.* Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(f) *Material Breach.* If Consultant, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Consultant, District may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

**Section 15. Indemnification.** To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), Consultant shall defend, indemnify hold harmless and release District, and District's elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("District's Agents") from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Consultant or its sub-consultants), expense and liability of every kind, nature and description that arise out of, pertain to or relate to ~~acts or omissions~~ the negligence, recklessness or willful misconduct of Consultant, or any direct or indirect sub-consultant, employee, Consultant, representative or agent of Consultant, or anyone that Consultant controls (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify District and District's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence,

or willful misconduct of District or District's Agents, ~~but shall apply to all other Liabilities or any third parties~~. With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against District and District's Agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under Workers' Compensation acts, disability benefits acts or other employee benefit acts.

**Section 16. Notices.** Any notice or communication required hereunder between District and Consultant must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District: Rio Linda Elverta Community Water District  
730 L Street  
Rio Linda, California 95673  
Attention: General Manager  
Tel: (916) 991-1000

With courtesy copy to: Churchwell White LLP  
1414 K Street, 3<sup>rd</sup> Floor  
Sacramento, California, 95814  
Attention: Barbara A. Brenner, Esq.  
Tel: (916) 468-0950

If to Consultant: EKI Environment & Water  
1750 Creekside Oaks Drive, Suite 220  
Sacramento, CA 95833  
Tel: (916) 905-2388

**Section 17. Exhibits.** Exhibit A referred to below and attached to herein is by this reference incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
<b>Exhibit A:</b>	<b>Scope of Services</b>

**Section 18. General Provisions.**

(a) *Modification.* No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

(b) *Waiver.* No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the

breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

(c) *Severability.* If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

(d) *Counterparts.* This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(e) *Audit.* District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to District under this Agreement.

(f) *Entire Agreement.* This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

(g) *Attorney's Fees and Costs.* If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(h) *Time is of the Essence.* Time is of the essence in this Agreement for each covenant and term of a condition herein.

[SIGNATURES ON FOLLOWING PAGE.]

**IN WITNESS WHEREOF**, this Agreement has been entered into by and between District and Consultant as of the Effective Date.

**DISTRICT:**

Rio Linda Elverta Community Water District,  
a county water district of the State of  
California

By: \_\_\_\_\_  
Tim Shaw, General Manager

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Barbara A. Brenner, District Counsel

**CONSULTANT:**

EKI Environment & Water

By: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Consultant shall perform and complete the following (or attached) Scope of Services in accordance with the details and specifications described below, which shall include a Completion Schedule and description of the Compensation:

#### **Extent of Services**

Affinity will serve as the District Engineer. Under this MSA, engineering services will be limited to the following activities:

#### **1. General Engineering Support - \$5,000/month Lump Sum**

The General Engineering Support shall include:

- General
  - Correspondence with developers, customers, regulators, product salesman, engineers, or others that relate to the District
  - Attend technical meetings (i.e. SGA, River Arc, RWA)
- Planning Committee
  - Attend the planning committee
  - Prepare agenda item supporting documentation
- Monthly Board Meetings
  - Prepare engineering report
  - Attend monthly board meetings
  - Present report and respond to questions
  - Follow up to questions raised at board meetings
- Engineering consultations regarding
  - Operations (operating issues, efficiency, safety, chemical handling)
  - Water quality (contamination, monitoring)
  - Regulatory compliance (DDW and NPDES compliance)
  - Legal (respond to attorney, input to legal issues)
  - Strategic planning (attend strategic meetings and provide input)
  - Budget planning (respond to CIP questions and cost estimates, document future needs to be added to future budgets)
- Attend coordination meetings with General Manager twice per month

#### **2. Planning – Subject to Task Order Protocol**

Master Planning, Facility Assessments, Preliminary Facility Designs (e.g. project descriptions and application submittals, CEQA Documentation, Capital Budget Projections, Capital Budget Justifications and Descriptions.

#### **3. Minor Improvements – Subject to Task Order Protocol**

(Estimated less than \$50,000 in construction costs or \$5,000 for engineering design costs, whichever is least) Design Documents.

#### **4. Project Support – Subject to Task Order Protocol**

{CW055829.2}

Project Management, Bidding, Services during Construction, Startup and Testing, Project Closeout including as-builts.

Expressly prohibited scope: The District Engineer shall not perform any engineering design work on public works project described in or evolved from capital facilities plans of which the District Engineer has been involved, consulted or served in any capacity for recommending projects to the Board of Directors.

### Task Order Protocol

All services provided with the exception of General Engineering Support must be approved in advance by the General Manager in the form of an executed task order as shown in Exhibit A – Task Order. Task Orders for more than \$10,000 must additionally be approved by the Board of Directors.

Client/Address: Rio Linda/Elverta Community Water District  
Proposal – Contract District Engineer  
Attn: Timothy R. Shaw, General Manager  
730 L Street, Rio Linda, CA 95673



Proposal/Agreement Date: 25 October 2018

EKI Project # B8-187

### SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC.

<u>Personnel Classification</u>	<u>Rio Linda/Elverta Community Water District Discounted Hourly Rate</u>
District Engineer	210
Project Manager	205
Project Engineer – Senior	195
Project Engineer – Staff	175
Project Engineer - Associate	135
Construction Manager	195
Construction Inspector	150
CAD Designer	105
Administrative	95

#### Expert Support Staff:

EKI has expert support staff consisting of hazardous waste remediation, water resources, and municipal engineering experts that can be available to support the District on an as-needed basis. Rates for expert staff or expert witnesses for legal proceedings are not included in this rate schedule and can be negotiated on a case by case basis.

#### Sub-Consultants Rate Schedule:

Sub-consultant budgets will be negotiated with the District on a case by case project basis as-needed.

#### Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus ten percent (10%) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

Large volume copying of project documents, e.g., bound reports for distribution or project-specific reference files, will be charged as a project expense as described above.

Reimbursement for mileage for vehicles used in connection with the work will be at the rate of sixty cents (\$0.60) per mile.

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of EKI Environment & Water, Inc. and may be updated annually.



## **Planning Committee Agenda Item: 3**

**Date:** November 2, 2018  
**Subject:** ESPOG Developer Processing Cost Funding Agreement  
**Staff Contact:** Timothy R. Shaw, General Manager

### **Recommended Committee Action:**

Review the draft agreement to address funding of development processing costs and consider recommending approval at the November 19<sup>th</sup> Board meeting.

### **Current Background and Justification:**

This agreement was discussed and directed at previous Planning Committee meetings. The developer representative has now requested that the draft document be prepared by the District using the Northborough funding agreement as a template (same conclusion already directed by Planning Committee).

### **Staff recommendation:**

I recommend the Planning Committee review the document and forward the item onto the November 19<sup>th</sup> agenda with any changes which may be directed by Legal Counsel.

## FUNDING AGREEMENT PROCESSING COSTS

**THIS FUNDING AGREEMENT** (“Agreement”) is effective as of \_\_\_\_\_, (the “Effective Date”), by and between RIO LINDA / ELVERTA COMMUNITY WATER DISTRICT (“District”), and Elverta Specific Plan Owners Group, a group of landowners listed in **Exhibit B** (“Developer”). District and Developer may be referred to individually as a “Party” or collectively as the “Parties.” There are no other parties to this Agreement.

### RECITALS

A. On August 8, 2007, the Sacramento County Board of Supervisors adopted the Elverta Specific Plan (“Specific Plan”). The Specific Plan provides for the development of a mixed-use community on approximately 1,750 acres including commercial uses, parklands, school sites, a mix of housing types and related infrastructure.

B. Developer is pursuing various subsequent governmental approvals to develop a portion of the Specific Plan area, which is located within District’s service area. The “Project” is currently comprised of approximately \_\_\_\_\_ acres and \_\_\_\_\_ residential units and is depicted in the attached **Exhibit A**.

C. District and Developer desire to enter into an agreement providing for the funding of specific tasks to be performed or overseen by District related to planning, financing and implementing future water service to the Project.

D. To facilitate District’s review of the Project, the Parties are entering this Agreement to set forth Developer’s obligation to fund District costs related to the Project.

**NOW, THEREFORE**, for valuable consideration and in exchange of the mutual covenants set forth below, the Parties agree as follows:

### AGREEMENT

**Section 1. Recitals.** The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and sections 1 through 17 of this Agreement, sections 1 through 17 shall control.

**Section 2. Costs.** Developer shall pay, in accordance with this Agreement, all reasonable out of pocket costs, at then current rates, actually incurred by District directly related to negotiating the necessary agreements, and to process entitlements and engineering work related to Developer’s water infrastructure needs for the Project, at the then current rates, including but not limited to: (a) District legal counsel’s time and expenses for reviewing, providing counsel, preparing documents, and appearances at meetings involving the Specific Plan; (b) time and expenses of any third-party consultants, including the District Engineer; (c) District administrative overhead costs, including printing, mailing and posting of public notices; and (d) any application fees. The reimbursable costs incurred by District shall be collectively referred to in this Agreement as “Costs”.



**Section 3. Consultants.** The District General Manager, in consultation with Developer, will determine the third-party consultant expenses of the District required for any work related to the District's review of the Project and any related environmental or planning documents or studies in advance of commencement of any such work. The General Manager shall have the right to retain consultants as follows:

(a) *Adviser Selection.* District may retain third party consultants, as needed, to assist with processing entitlements and engineering work related to Developer's water infrastructure needs for the Project. Before entering into any new contract and before incurring any additional services with any third-party consultant, District shall obtain Developer's prior written approval to the scope of work, timing of completion, and estimated cost for any such work. District will not expand the scope of work or increase the estimated cost of any consultant without first obtaining Developer's written approval. **Developer acknowledges that if District stops work due to Developer's withholding of consultant's contract approval, Developer may suffer undue delay**

(b) *District Agents.* District will retain final discretion in the hiring and termination of any consultant or contractor related to the Project, provided that Developer shall not be required to pay for such work unless Developer has approved such work pursuant to subdivision (a). All consultants retained by District to provide consulting services under this Agreement shall report to District and shall have no duties or obligations of any nature owing to Developer or any other third party in connection with the provision of services under this Agreement. Developer is prohibited from directly or indirectly exercising any supervision or control over the work of consultants engaged by District under this Agreement. This prohibition shall not be construed to preclude Developer, its agents, or representatives from providing information to District or District's consultants to incorporate into studies required in connection with the Project, nor shall it be construed to preclude District, its agents, employees and consultants from consulting with Developer concerning any matter related to this Agreement.

(c) *Consultant Invoices.* District shall provide detailed, itemized invoices to the Developer for work performed by the consultants and District counsel in connection with this Agreement. District shall review consultant invoices and provide them to Developer within thirty (30) calendar days of receipt. Developer shall not be responsible for Costs incurred by District that exceed the authorized scope and budget approved by Developer for a specific consultant, in accordance with this Agreement. If Developer disapproves such invoices within said ten (10) day period, District and Developer shall meet and confer with District staff within five (5) calendar days thereafter to resolve any dispute. Such meetings may take place telephonically. Should the dispute still be outstanding after the meet and confer between the Developer and District staff, the matter shall be referred to the next District Board of Director's meeting for action. In such case, all District work, including consultant work, shall cease until the dispute is resolved.

**Section 4. Time Period for Fees to Accrue.** Developer shall fund all Costs as set forth herein, which are actually incurred by District beginning as of the Effective Date, until such time Developer or District terminates this Agreement in accordance with the provisions hereof. Developer shall also fund the costs to develop and negotiate this Agreement, which costs will be incurred prior to the Effective Date.

**Section 5. Deposit.** Upon execution of this Agreement, Developer shall deposit the amount necessary to bring Developer's account to Twenty-Five Thousand Dollars (\$25,000). The initial deposit and any subsequent deposits made pursuant to this Agreement (together, "Deposit") shall be used to reimburse District for Costs incurred by District, as set forth herein. Developer shall also reimburse District for costs incurred to develop and negotiate this Agreement, in addition to the initial deposit. Such costs shall be paid to the District within 30 calendar days of receipt of the detailed invoice.

(a) *Subsequent Deposit.* Whenever payment of District Costs causes Developer's Deposit balance to be less than Five Thousand Dollars (\$5,000), District will notify Developer and, within fifteen (15) calendar days, so long as the scope of work and budget have been approved by Developer as provided for in this Agreement, Developer shall provide payment to District in an amount necessary to return Developer's Deposit balance to Twenty-Five Thousand Dollars (\$25,000).

(b) *Deposit Minimum.* If at any point Developer's Deposit balance drops below Two Thousand Five Hundred Dollars (\$2,500), District shall notify Developer and stop all work immediately until payment is made by Developer to return the Deposit to Twenty-Five Thousand Dollars (\$25,000). Developer acknowledges that if District stops work due to an insufficient Deposit, Developer may suffer undue delay. Funds deposited pursuant to this Agreement shall be held in a restricted account maintained by District.

**Section 6. No Agency Relationship.** Neither this Agreement, nor any Deposit payments shall constitute or create any form of association, joint venture, partnership, or cooperative activity of any nature whatever, for any purpose between District and Developer. Neither this Agreement nor the Deposit payments hereunder shall constitute or create a trust, express or implied, for the benefit of Developer or any other person.

**Section 7. Recordkeeping.** District shall keep and maintain accurate accounting and book keeping records relating to District Costs, including all Deposit payments and all expenses paid from the Deposit. Upon Developer's request, District shall provide a statement accounting for the monies deposited and all expenses paid or reimbursed by District from the Deposit account, and invoices detailing all expenses paid or reimbursed by District from the Deposit for the period reported in such statement. Developer and its accountants, attorneys and agents may review, inspect, copy, and audit these records, including any non-privileged source documents.

**Section 8. No District Guarantee of Approval.** Developer acknowledges that this Agreement shall have no effect on any agency's discretion to approve or disapprove any entitlements related to the Project. Developer will remain responsible for all Costs regardless if any discretionary approvals are ultimately denied. District agrees to exercise its best efforts to diligently participate in the development of agreements and improvements related to District requirements under the Project.

**Section 9. Insolvency or Receivership.** Either the appointment of a receiver to take possession of all or substantially all of the assets of Developer, or a general assignment by

Developer for the benefit of creditors, or any action taken or offered by Developer under any insolvency or bankruptcy action, will constitute a breach of this Agreement by Developer.

**Section 10. Default by Developer.** If Developer is in default of its obligations under this Agreement, District will provide Developer written notice of the default. Immediately upon delivering notice of the default, District may utilize Developer's Deposit to cover all Costs incurred by District since Developer's prior payment. If Developer does not cure such default within fifteen (15) days of District's delivery of the notice of default, District may terminate this Agreement and discontinue any work with the Project on behalf of Developer. District may seek reimbursement for Costs unpaid, by breach of contract or other legal action.

**Section 11. Release.** Developer may request District to deliver written confirmation that all Costs have been paid ("Release"). District may wait to provide such Release forty-five (45) days after such request, to ensure that no new Costs have been incurred by any consultants. Within sixty (60) days from the date it receives Developer's request for Release, District shall provide Developer a final invoice stating how much Developer must pay to compensate District for any outstanding Costs. Upon payment of such final invoice, District shall provide Developer a Release stating that Developer has satisfied all debts for Costs along with a reimbursement of any Deposit amounts that remain after payment of all outstanding Costs. Developer understands and agrees that District will not pay interest to Developer on the Deposit amount.

**Section 12. Term.** The term of this Agreement will begin on the Effective Date and shall continue until any of the following occurs first: (a) District provides a Release; (b) the Parties mutually agree in writing to terminate this Agreement; or (c) the Agreement is terminated by written notice by either party. **Such written termination notice shall be submitted 30-days prior to the intended date of termination.**

**Section 13. Agreement not a Debt of District.** This Agreement shall in no way constitute a debt or liability of District. District shall not in any event be liable for any Costs other than to remit payments and to return any excess or unexpended Deposit funds to Developer as set forth herein. District shall in no way be obligated to advance any of its own funds in connection with processing Costs related to the Project. No director of District, or any officer, employee or agent of District shall be personally liable hereunder.

**Section 14. Indemnity.** Developer shall hold harmless, indemnify, and defend District and its elected and appointed councils, boards, and commissions, officials, employees, agents, representatives and contractors (collectively, "District's Agents") from any and all liability, cost, claim, action, or proceeding against District or District's Agents related to the Project, or any part thereof, or any decision, determination or action made or taken related to improvements or agreements related to the Project except in the case of negligence or intentional misconduct on the part of any agents, officers or employees of the District. This indemnification shall extend and protect District Agent's from any attempt to impose personal liability against District's Agents resulting from their non-negligent/non-intentional misconduct involvement in the Project and against any liability, claim, suit, action or other proceeding for damage of any kind relating to District actions regarding development of the Project, directly or indirectly, allegedly suffered, incurred, or threatened for personal injury, death, property damage, inverse condemnation, or any combination, regardless whether such liability, claim, or damage was foreseeable by District.

Developer's obligation to hold harmless and indemnify District shall apply regardless whether District or District's Agents prepared, supplied, or approved any plans or specification for processing the Project, and regardless whether any insurance policies may be determined to be applicable to any claims. This indemnity does not obligate Developer to defend, indemnify, and hold harmless the District's Agents for claims, actions, or proceedings that result from actions by the District's Agents after termination of this Agreement.

**Section 15. Notices.** Any notice or communication required hereunder between District and Developer must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) three (3) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District: Rio Linda / Elverta Community Water District  
730 L Street  
Rio Linda, CA 95673  
Attn: General Manager

*and*

Churchwell White, LLP  
1414 K Street, 3<sup>rd</sup> Floor  
Sacramento, California 95814  
Attn: Barbara A. Brenner, Esq.

If to Developer: Elverta Specific Plan Owners Group  
Attn: Jeff Pemstein  
The RCH Group  
1640 Lead Hill Boulevard, Suite 220  
Roseville, CA 95661

**Section 16. Attorney's Fees and Costs.** If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, whether by settlement or through a final decision by the reviewing court.

## **Section 17. General Provisions.**

(a) *Governing Law.* The validity, interpretation and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California.

(b) *Venue.* Venue for all legal proceedings shall be in the Superior Court for the County of Sacramento.

(c) *Severability.* If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

(d) *Waiver.* Waiver of any condition, breach or default under this Agreement does not constitute a continuing waiver, or the waiver of a subsequent breach. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

(e) *Entire Agreement.* This Agreement and any attachments and exhibits constitute all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties hereto with respect to the subject matter of this Agreement. Unless set forth herein, neither Party shall be liable for any representations made express or implied not specifically set forth herein.

(f) *Amendment.* This Agreement may only be amended by the written, signed mutual agreement of all Parties.

(g) *Captions.* The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

(h) *Mandatory and Permissive.* “Shall” and “will” and “agrees” are mandatory. “May” or “can” are permissive.

(i) *Successors and Assigns.* All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon an inure to the benefit of such Party, its successors and assigns.

(j) *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument.

(k) *Other Documents.* Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such

other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

(l) *Time is of the Essence.* Time is of the essence in this Agreement in each covenant and term and condition herein.

(m) *Authority.* All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with.

(n) *Document Preparation.* This Agreement will be construed as if prepared by all Parties, and the principle that language be construed against the drafting Party shall not apply.

(o) *Advice of Legal Counsel.* Each Party acknowledges that it has freely entered into this Agreement and that each Party has been given the opportunity to review this Agreement with their legal counsel.

(p) *No Fiduciary Duty.* District shall have no fiduciary duty to Developer, or any other persons with respect to the Deposit and District's expenditure of Costs, except for District's fiduciary responsibility to exercise due care and use the Deposit funds for the purposes designated in this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been entered into by and between Developer and District as of the day and year first above written. Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver 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 and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms

**DISTRICT:**

RIO LINDA / ELVERTA COMMUNITY  
WATER DISTRICT, a county water district

By: \_\_\_\_\_  
Timothy R. Shaw, General Manager

**Developers:**

(signatures on subsequent pages)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Barbara A. Brenner, General Counsel

Developer/Landowner	Signature and Title	Date
<p style="text-align: center;"><u>APN</u></p> <p><b>Elverta Associates LLC</b>  Contact: <i>Tim Kihm</i>  4685 MacArthur Court  Newport Beach, CA 92660  (949) 399-2505  <a href="mailto:tkihm@rtacq.com">tkihm@rtacq.com</a></p> <p><b>Elverta 59 1/2 Acres, LLC</b>  Contact: <i>Tim Kihm</i>  4685 MacArthur Court  Newport Beach, CA 92660  (949) 399-2505  <a href="mailto:tkihm@rtacq.com">tkihm@rtacq.com</a></p>	<p><b>Signature:</b></p> <hr/> <p><b>Print Name:</b></p> <hr/> <p><b>Title:</b></p> <hr/>	
<p><b>Lial Trust</b>  Contact: <i>Mark Perlberger</i>  2100 Northrop Avenue, Suite 500  Sacramento, CA 95825  (916) 920-8272  <a href="mailto:map@halbear.com">map@halbear.com</a></p>	<p><b>Signature:</b></p> <hr/> <p><b>Print Name:</b></p> <hr/> <p><b>Title:</b></p> <hr/>	

Developer/Landowner	Signature and Title	Date
<p><b>D.R. Stephens &amp; Partners No. XVII, LLC</b>      202-0070-013  <i>Contact: Glenn Matsuhara</i>      203-0040-007  465 California Street, Suite 330      203-0080-039  San Francisco, CA 94104      203-0040-008  (415) 781-8000  <u>matsusf@aol.com</u></p>	<p><b>Signature:</b></p> <hr/> <p><b>Print Name:</b></p> <hr/> <p><b>Title:</b></p> <hr/>	
<p><b>Winn Communities - Sankey 380 LLC</b>      203-0010-014  <i>Contact: George Carpenter</i>  3001 I Street, Suite 300  Sacramento, CA 95816  (916) 930-0925  <u>georgemcarpenter@comcast.net</u></p>	<p><b>Signature:</b></p> <hr/> <p><b>Print Name:</b></p> <hr/> <p><b>Title:</b></p> <hr/>	
<p><b>Elverta78 / Towne/Countryside South</b>      203-0080-038  <i>Contact: Paul Carillo</i>  6700 Fair Oaks Blvd, Suite B  Carmichael, CA 95608  (916) 484-6990  <u>pcarillo@stewartsac.com</u></p>	<p><b>Signature:</b></p> <hr/> <p><b>Print Name:</b></p> <hr/> <p><b>Title:</b></p> <hr/>	





**EXHIBIT A**  
**Project Description**

DRAFT

**Exhibit B  
Elverta Specific Plan Owners Group Landowners**

	<u>APN</u>		<u>APN</u>
<b>Elverta Associates LLC</b> <i>Contact: Tim Kihm</i> 4685 MacArthur Court Newport Beach, CA 92660 (949) 399-2505 <a href="mailto:tkihm@rtacq.com">tkihm@rtacq.com</a>	202-0170-019 202-0170-024	<b>NPA, LLC</b> <i>Contact: Tony Gallas &amp; Terry Coffee</i> 11448 Skislope Way Truckee, CA 96161 (916) 769-6787 <a href="mailto:tgallas@pacbell.net">tgallas@pacbell.net</a> <a href="mailto:tc1putt@hotmail.com">tc1putt@hotmail.com</a>	202-0080-058
<b>Elverta 59 1/2 Acres, LLC</b> <i>Contact: Tim Kihm</i> 4685 MacArthur Court Newport Beach, CA 92660 (949) 399-2505 <a href="mailto:tkihm@rtacq.com">tkihm@rtacq.com</a>	202-0070-015 202-0080-007	<b>Elverta West 10, LLC</b> <i>Contact: Tony Gallas</i> 11448 Skislope Way Truckee, CA 96161 (916) 769-6787 <a href="mailto:tgallas@pacbell.net">tgallas@pacbell.net</a>	202-0080-019
<b>Lial Trust</b> <i>Contact: Mark Perlberger</i> 2100 Northrop Avenue, Suite 500 Sacramento, CA 95825 (916) 920-8272 <a href="mailto:map@halbear.com">map@halbear.com</a>	202-0080-053	<b>Elverta West 10, LLC</b> <i>Contact: Tony Gallas</i> 11448 Skislope Way Truckee, CA 96161 (916) 769-6787 <a href="mailto:tgallas@pacbell.net">tgallas@pacbell.net</a>	202-0080-020
<b>D.R. Stephens &amp; Partners No. XVII, LLC</b> <i>Contact: Glenn Matsuhara</i> 465 California Street, Suite 330 San Francisco, CA 94104 (415) 781-8000 <a href="mailto:matsusf@aol.com">matsusf@aol.com</a>	202-0070-013 203-0040-007 203-0080-039 203-0040-008		
<b>Winn Communities - Sankey 380 LLC</b> <i>Contact: George Carpenter</i> 3001 I Street, Suite 300 Sacramento, CA 95816 (916) 930-0925 <a href="mailto:georgemcarpenter@comcast.net">georgemcarpenter@comcast.net</a>	203-0010-014		
<b>Elverta78 / Towne/Countryside South</b> <i>Contact: Paul Carillo</i> 6700 Fair Oaks Blvd, Suite B Carmichael, CA 95608 (916) 484-6990 <a href="mailto:pcarillo@stewartsac.com">pcarillo@stewartsac.com</a>	203-0080-038		