

RESOLUTION NO. 2020-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT NO. 1 TO THE CONTRACT FOR SERVICES FOR OPEN SPACE MANAGED GRAZING SERVICES
WITH LEGACY RANCHING LAND MANAGEMENT

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

WHEREAS, the City and Legacy Ranching Land Management entered into an agreement on February 26, 2019, for the provision of grazing services in City of Rocklin owned open space areas, which was approved and adopted by No. 2019-43 (the "Agreement"); and

WHEREAS, an additional 279.39 acres of City owned open space can be added to the agreement for grazing services with Legacy Ranching Land Management, bringing the total grazing acres to 731.39 at an additional cost of \$91,836.50; and

WHEREAS, Amendment No. 1 will increase the amount of the agreement by \$91,836.50 for a total amount not to exceed \$258,686.50; and

WHEREAS, no fiscal impacts have been identified with the amendment as the increased cost is included in the original budget plus any additional appropriations as approved by Council; and

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

Section 1. The City Council of the City of Rocklin hereby approves Amendment No. 1 to the Agreement with Legacy Ranching Land Management for the open space grazing services and authorizes the City Manager to execute Amendment No. 1 in substantially the form attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 11th day of February, 2020, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Greg Janda, Mayor

ATTEST:

Hope Ithurburn, Interim City Clerk

AMENDMENT NO. 1
TO CONTRACT FOR SERVICES BETWEEN THE CITY OF ROCKLIN
AND LEGACY RANCHING LAND MANAGEMENT, DATED EFFECTIVE FEBRUARY 12, 2019

This Amendment is entered into as of this ____ day of _____, 2020, by and between the City of Rocklin, a municipal corporation (“City”) and Legacy Ranching Land Management (“Contractor”), who agree as follows:

RECITALS

WHEREAS, City and Contractor entered into an agreement on February 12, 2019, for providing animals for grazing of City Open Space within the City Limits which was executed by the City Manager; and

WHEREAS, an additional 279.39 acres have been identified for grazing services which increases the total acreage for grazing services from 452 acres to 731.39 acres. This results in a yearly increase of \$91,836.50 bringing the total yearly cost to \$258,686.50.

AGREEMENT

NOW, therefore, the City and Contractor hereby agree to amend the Contract as follows:

1. Section 2A of the Contract is amended to read as follows:

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the total sum of Two Hundred and Fifty-Eight Thousand, Six Hundred and Eighty-Six Dollars and Fifty Cents (\$258,686.50). The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

2. Exhibit A is amended to read as set forth in Exhibit A, attached hereto, and incorporated herein.

3. Exhibit C is amended to read as set forth in Exhibit C, attached hereto, and incorporated herein.

4. Exhibit E is amended to identify the sections noted in Exhibit A and Exhibit C, attached hereto, and incorporated herein.

Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Contract, the terms of this Amendment will prevail.

Executed as of the date first written above.

CITY OF ROCKLIN

By: _____
Steven Rudolph, City Manager

CONTRACTOR

By: _____
[NAME, CEO]

By: _____
[NAME, CFO]

APPROVED AS TO FORM:

By: _____
Sheri Chapman, City Attorney

ATTEST:

By: _____
Hope Ithurnburn, Interim City Clerk

EXHIBIT A Contractor Proposal/Scope of Work

The Contractor shall provide animals for grazing of vegetation, herdsman and all tools, materials, parts, and equipment for the on-site management of animals twenty-four hours a day, seven (7) days a week for the duration of the project.

The Contractor shall meet the City's requirement of eighty-five percent (85%) of vegetation up to five (5) feet high shall be grazed unless directed to do less by the Project Manager or its designee.

The City-owned open space properties are divided into Sections A, B, C, D1 and D2. In this Agreement, the Contractor is responsible for Sections A, B, C and D1 (see Exhibit E) totaling 731.39 acres.

The Contractor shall be responsible for maintaining all animals in good health and complying with the City of Rocklin's Weed Abatement and Open Space Management Grazing Program Regulations and Permit Conditions. The Contractor shall be responsible for providing water for the sheep, goats and guard dogs. No pregnant animals that are in their third trimester shall be used on City property. The Contractor shall work with the Project Manager in obtaining a grazing permit through the Rocklin Fire Department.

The Contractor shall be responsible for transportation of animals to and from each location, including cleanup of streets and sidewalks. In the event the animals will be crossing a roadway, the Contractor will notify the Project Manager and the Rocklin Police Department in advance of such event. Contractor shall be responsible for the transportation of the trailer and incidentals of herdsman.

The Contractor shall be responsible for installing temporary electric fencing (netting) around the entire perimeter of each active grazing site within the open space areas to contain the grazing animals and to protect adjacent properties unless directed otherwise by the Project Manager or its designee in writing.

The Contractor shall be responsible for any damage that occurs to property, public or private, that is a result of Contractor negligence and/or is damaged through the normal course of work. In the event that damage has occurred, the Contractor is to notify the City and property owner immediately and develop a plan to bring the site back to its initial condition. Should the City discover a location that has not been left in its initial condition, and the City has not been notified by the Contractor, the Contractor will be notified in writing to bring the site back into compliance.

The City shall furnish access to open space sites to assist in carrying out each specific project assignment. City will provide keys necessary for accessing open space preserves which must be returned upon completion of the project after each season.

EXHIBIT C
Schedule of Fees

The total compensation for Exhibit A is anticipated to cost \$258,686.50 as shown below:

Section A	238 acres	x \$325.00 =	\$77,350.00
Section B	173 acres	x \$400.00 =	\$69,200.00
Section C	279 acres	x \$350.00 =	\$97,650.00
Section D	41.39 acres	x \$350.00 =	\$14,486.50
Total			\$258,686.50

Requested regrazing after April 15th will be done at \$250.00 per acre.

Invoices shall be issued every 15 to 30 days upon completion of work in designated areas throughout the grazing season as approved by the Streets & Traffic Operations Manager of Public Services. Invoices shall be net zero.

