

REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of October 22, 2019



Prepared by:
Michael Cash, Director of Public Safety



Approved by:
Robert Perrault, City Administrator

SUBJECT: Adoption of a Resolution Authorizing the Fire Department to accept the Cal Fire, VFA (Volunteer Fire Assistance) Grant.

RECOMMENDATIONS:

It is recommended that the City Council adopt a resolution approving the Fire Department to execute the agreement between the City of Guadalupe and the State of California, Department of Forestry and Fire Protection (Cal Fire) for the VFA (Volunteer Fire Assistance) Grant.

BACKGROUND:

The Guadalupe Fire Department applied for and was awarded a 2018 Cal Fire, VFA grant in the amount of \$5,197 dollars. The award is a 50% matching grant where the Fire Department will be awarded \$2,595.50 upon approval.

DISCUSSION:

The Guadalupe Fire Department is seeking City Council approval to accept and utilize the awarded grant.

FISCAL IMPACT:

Adopting the proposed resolution will enable the Fire Department to purchase and receive partial reimbursement for the acquisition of a "Fire Shelter Trainer" and "Structural Turnout Gear". The total expenditure from the Fire Department budget will not exceed \$2,595.50. Fund 76 will be utilized for this expenditure.

RESOLUTION NO. 2019-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA ACCEPTING THE CAL FIRE, VFA (VOLUNTEER FIRE ASSISTANCE) GRANT IN THE AMOUNT OF \$2,595.50 FOR A FIRE SHELTER TRAINER AND STRUCTURAL TURNOUT GEAR.

WHEREAS, the Guadalupe Fire Department needs to stay current in its training and preparedness to respond to and combat fires and emergencies, and

WHEREAS, the Guadalupe Fire Department has applied for and was awarded a Cal Fire, VFA (Volunteer Fire Assistance) grant for a Fire Shelter Trainer and Structural Turnout Gear, and

WHEREAS, the VFA grant is for a total of \$2,595.50 and the Guadalupe Fire Department will match the funding for the grant to purchased the specified training and equipment. Fund 76 will be utilized for this expenditure.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Guadalupe, California, that the City Council authorizes the following:

1. That the City Council accepts the VFA, 50% matching grant in the amount of \$2,595.50 for a Fire Shelter Trainer and Structural Turnout Gear and;
2. That the City Council authorizes the Director of Public Safety to execute the agreement between the City and the State of California, Department of Forestry and Fire Protection (Cal Fire).

PASSED, APPROVED AND ADOPTED at a regular meeting held on the 22nd day of October 2019 by the following vote:

Motion:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, **Joice Earleen Raguz, City Clerk of the City of Guadalupe** DO HEREBY CERTIFY that the foregoing Resolution, being **C.C. Resolution No. 2019-65**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held October 22, 2019, and that same was approved and adopted.

ATTEST:

Joice Earleen Raguz, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney

INSTRUCTIONS FOR EXECUTING THE VFA AGREEMENT AND RESOLUTION

VFA AGREEMENT CHECKLIST:

- _____ **VFA Agreement** - Print out four (4) copies of your VFA Agreement and Terms of Conditions
- _____ **VFA Agreement** - Fill in the official business name of the department on Page 1 under Applicant. **There are two spots:** At the top of the page and the middle. Also, on Page 2 before Paragraph 1. The name should be the same as the name used in the Resolution. Use the official business name on all three spots.
- _____ **VFA Agreement** - Fill in the contact information on Page 4, Paragraph 11, Addresses.
- _____ **VFA Agreement** - Have the Official, authorized by the Resolution, to sign and date in **BLUE INK** the Agreement on Page 1, Signature of Authorized Representative. **NO PHOTO COPY SIGNATURES!** The date **MUST NOT** be any earlier than the date of the Resolution.
- _____ **Resolution** - The governing body of your department must adopt a Resolution authorizing its chairperson (or other officer) to execute the Agreement between your department and the State of California, Department of Forestry and Fire Protection (CAL FIRE). Create two originals and keep one for your own records.
- _____ **Resolution** - Official signatures in **BLUE INK**. The Certification of Resolution or the Official Seal or a Notary Certification must be completed. Only one needs to be completed, not all three.
- _____ **VFA Agreement – Complete Package for Mailing**
- ___ Four (4) original sets of the VFA Agreement and Terms of Conditions completed
- ___ One (1) Original (no copies!) Resolution completed (Keep an **original** copy for your records)
- ___ AD-1048 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered Transactions
- ___ Mail no later than **December 1, 2019** to:
- CAL FIRE**
Grants Management Unit, ATTN: Megan Esfandiary
P.O. Box 944246
Sacramento CA 94244-2460

IMPORTANT INFORMATION

- ❖ **DO NOT** do any work or purchase any items to be funded by this award until we return a copy of the Agreement and Terms of Conditions to you signed by CAL FIRE with a letter authorizing you to begin work.
- ❖ Your department must perform the projects, and/or purchase the items funded by the award, between the time you receive a fully executed agreement and June 30, 2020.
- ❖ You must use your department's funds and then bill CAL FIRE at the address specified in the agreement. The bill submitted by your department must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s), must be included for items purchased. Further billing and invoice instructions will be included in your fully executed Agreement.

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Guadalupe Fire Department

7FG19017

Organization Name

PR/Award Number or Project Name

Michael Cash, Public Safety Director

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
APPLICATION FOR FUNDING
COOPERATIVE FORESTRY ASSISTANCE ACT OF 1978
VOLUNTEER FIRE ASSISTANCE (VFA) PROGRAM
Agreement #7FG 19017**



A. DEPARTMENT/ORGANIZATION:

Organization Name :

Contact's First Name : Contact's Last Name :

Street Address :

Mailing Address :

City : County : Zip Code :

State : CAL FIRE Unit :

Phone Number : Email Address :

DUNS Number : To check to see what your DUNS number is, or to apply for one, please go to:
<https://iupdate.dnb.com/IUpdate/companylookup.htm>

B. AREA TO BE SERVED BY AWARD (include areas covered by contract or written mutual aid agreements).

Number of Communities : Area : sq. miles Congressional District # :

Population : Annual Budget :

Latitude N ° ' " Longitude W ° ' "

Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project.

All projects must have a project area.

C. ACTIVITY : Annual number of emergency incidents.

Fire : + EMS : + Other : = TOTAL : 569

D. INDIAN TRIBAL COMMUNITY (if project includes an Indian Tribal Community, please provide) :

Population : Size (acres) : # of structures : Distance to nearest fire station (miles) :

CAL FIRE USE ONLY (Formula-driven)

Project Total Cost : TOTAL APPLICATION REQUEST (up to 50%, \$500 minimum, \$20,000 maximum) :

AMOUNT FUNDED FOR THIS AGREEMENT

E. Proposed Project (List Individual Items for funding. Please put in funding priority order) :

	Type	Item	Quantity	Unit Cost	Item Total
1.	Equipment - Wildland	Pulaski tool	6	\$95.00	\$570.00
2.	Equipment - Wildland	McLeod tool	6	\$102.00	\$612.00
3.	Equipment - Wildland	Wildland Pack w/ water bottles	3	\$230.00	\$690.00
4.	Equipment - Wildland	Wildland hose 1.5" x 100'	8	\$253.00	\$2,024.00
5.	Equipment - Wildland	Wildland Hose 1" x 100'	6	\$210.00	\$1,260.00
6.	Equipment - Wildland	Wildland Progressive Pack	3	\$205.00	\$615.00
7.	Equipment - Wildland	Wildland hose clamp	3	\$112.00	\$336.00
8.	Equipment - Wildland	Backpack Pump	1	\$205.00	\$205.00
9.	Training	Fire Shelter trainer	3	\$199.00	\$597.00 ✓
10.	Equipment - Wildland	Belt Weather Kit	1	\$175.00	\$175.00
11.	Equipment - Wildland	3/4" hose 50'	4	\$65.00	\$260.00
12.	Equipment - Structural	Structural Turnout	2	\$2,300.00	\$4,600.00 ✓
13.	Equipment - Wildland	Adapters 1.5" double Male	2	\$30.00	\$60.00
14.	Equipment - Wildland	Adapters 1.5" double Female	2	\$25.00	\$52.00
15.	Equipment - Wildland	1.5"x 1" reducer	4	\$22.00	\$88.00
16.	Equipment - Wildland	1"x 3/4" reducer	4	\$20.00	\$80.00
17.	Equipment - Wildland	1.5" Inline-T	4	\$80.00	\$320.00
18.	Equipment - Wildland	3/4 Brass nozzle	4	\$15.00	\$60.00
19.	Equipment - Wildland	Hose adapter clamp kit	1	\$240.00	\$240.00
20.					
21.					
22.					

F. CAL FIRE USE ONLY (Formula-Driven) PROJECT TOTAL COST **\$12,844.00**

G. ADDITIONAL INFORMATION 1. Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. and purpose of proposed project. 2. How will the request(s) maintain or bring your organization into compliance with NFPA 1977 : Limited to space below.

The purpose of this project is to replace 2 sets of old/outdated structural turnouts, replace 2 sets of wildland tools and to Equip our newly acquired type 6 skid unit. After conducting a comprehensive risk analysis. The Guadalupe Fire Department identified the area that needed immediate attention.

1. Replacement of 2 sets of structure turnout gear. This gear has been in service since 2011 and over the past 8 years gear has been well worn and is now in need of replacement.
2. Replacement of 2 sets of wildland tools (Pulaski/McLeod) from our primary unit. the tools have been in service since early 2002.
3. Purchase of equipment for the new Type 6 skid unit. The department purchased a Type 6 skid unit that is currently being mounted on our Utility truck. this vehicle will be used as a quick response unit for local brush fires and well as being part of the Santa Barbara County's type 6 Strike team deployment resource. Initially, this unit will be equipped by taking equipment from our reserve engine until funds can be secured due to the current budgetary constraints, the department does not have the means to replace all the equipment without the support from the Volunteer Fire Assistance Program. Items requested for this project are:
 - 2 sets of wildland tools (Pulaski, Mcleod)
 - 3 wildland pack w/ water bottles and 3 Progressive Hose packs
 - 800 feet of 1.5", 600 feet of 1", and 200 feet of 3/4" wildland hose.
 - 1 backpack pump
 - 3 training fire shelters
 - 1 belt weather kit
 - 3 wildland hose clamps, Hose 1.5" adapters, Hose 1" Adapters, 1.5" In-line-T

We have been able to secure fund for the 50% match required by the Volunteer Fire Assistance Program. The replacement and additional equipment will help us remain in compliance with OSHA and current NFPA standards and allow our crews to quickly respond to wildland fires. Additionally, this will provide our personnel with safer equipment to perform their duties.

In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advanced written approval by the State, the applicant may use additional/excess funding up to the contract maximum amount to purchase State approved items in listed order of priority on their application.

Deviations from the original application are considered an amendment and require prior approval before the amended expenditures can be made.

The funds will be only for those projects accomplished and/or items purchased between Agreement Approval Date and June 30, 2020. The Recipient agrees to provide CAL FIRE with itemized documentation of the Agreement project expenditures and bill CAL FIRE as soon as the project is complete, but no later than September 1, 2020.

The Recipient gives CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of applicant's knowledge and belief, the data in this application is true.

I certify that the above and attached information is true and correct:

Original Signature Required: Grantee's Authorized Representative

05/17/2019
Date Signed

Printed Name

Patrick Schmitz

Title

Captain

Executed on: May 17, 2019

Date

at Guadalupe, CA 93434

City

Organization Name : City of Guadalupe Fire Department

**Grant Assurances
for
Cooperative Forestry Assistance Act of 1978
Volunteer Fire Assistance (VFA)**

Organization Name : City of Guadalupe Fire Department

Contact's First Name : Patrick

Contact's Last Name : Schmitz

Street Address : 918 Obispo St

Mailing Address : 918 Obispo St

City: Guadalupe

County: CA

Zip Code: 93434

State: California

CAL FIRE Unit: SLU - San Luis Obispo Unit

Phone Number: 8053563905

Email Address: pschmitz@ci.guadalupe.ca.us

DUNS Number: 137572322

To check to see what your DUNS number is, or to apply for one, please go to:
<https://iupdate.dnb.com/Update/companylookup.htm>

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for the Volunteer Fire Assistance grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant.
2. Will assure that grant funds are used only for items requested and approved in the application.
3. Assures that all wildland fire response employees (full-time, part-time or volunteer) are fully equipped with appropriate wildland fire response personal protective equipment that meets NFPA 1977, *Standard on Protective Clothing and Equipment for Wildland Fire Fighting*, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing and equipment includes :
 - Safety helmet
 - Goggles
 - Ear Protection
 - Fire-resistant (i.e. Nomex) hood, shroud, or equivalent face and neck protection
 - Fire-resistant (i.e. Nomex) shirt and pants
 - Gloves
 - Safety work boots
 - Wildland fire shelter
 - Communications Equipment
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have a family, business or other ties.
6. Will comply with all applicable requirements of all other Federal laws, Executive orders, regulations, Program and Administrative requirements, policies and other requirements governing this program.
7. Will comply with USDA Forest Service Civil Rights requirements. See Forest Service Civil Rights literature [here](#).
8. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Organization Name : City of Guadalupe Fire Department

In compliance with NFPA 1977 and trained in the use of Wildland PPE.

Not in compliance with NFPA 1977 but applying for grant funding to purchase Wildland PPE and/or provide required training.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Printed Name of Authorized Agent : Patrick Schmitz

Signature of Authorized Agent : 

Title of Authorized Agent : Captain

Date : 05/17/2019

Submit this completed application electronically to: CALFIRE.Grants@fire.ca.gov In addition, print this application, sign and date and mail to:
CAL FIRE
ATTN: Megan Esfandary, Grants Management Unit
P.O. Box 944246
Sacramento, CA 94244-2460
Hard copy must be postmarked by May 21, 2019.
Electronic copy must be submitted by May 21, 2019 at 11:59pm.

**State of California
Dept. of Forestry and Fire Protection (CAL FIRE)
Cooperative Fire Programs
GRANT AGREEMENT**

APPLICANT:

PROJECT TITLE: Volunteer Fire Assistance Program

GRANT AGREEMENT: 7FG19017

PROJECT PERFORMANCE PERIOD IS from Upon Approval through June 30, 2020.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

Total State Grant not to exceed \$2,598.50 (or project costs, whichever is less)

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

City of Guadalupe

Applicant

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

By _____
Signature of Authorized Representative

Title **Michael Cash, Public Safety Director**

Date _____

By _____

Title: **Gabrielle Avina
Staff Chief, Cooperative Fire Programs**

Date _____

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING \$2,598.50	GRANT AGREEMENT NUMBER 7FG19017	PO ID		
ADJ. INCREASING ENCUMBRANCE \$ 0.00	SUPPLIER ID			
ADJ. DECREASING ENCUMBRANCE \$ 0.00	PROJECT ID 354019DG2012128	ACTIVITY ID SUBGNT		
UNENCUMBERED BALANCE \$2,598.50	GL UNIT 3540	BUD REF 001	FUND 0001	ENY 2019
REPORTING STRUCTURE 35409206	SERVICE LOC	ACCOUNT 5340580	ALT ACC 5340580002	

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF CAL FIRE ACCOUNTING OFFICER

DATE

**VOLUNTEER FIRE ASSISTANCE PROGRAM
TERMS AND CONDITIONS**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 6**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and City of Guadalupe

hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as an agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, United States Code, Title 16, Chapter 41, Section 2010 et seq., Volunteer Fire Assistance Program), hereinafter referred to as "VFA", and
2. The VFA has made funds available to STATE for redistribution, under certain terms and conditions, to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability, and
3. LOCAL AGENCY desires to participate in said VFA.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.**
5. **TIMELINESS: Time is of the essence in this Agreement.**
6. **FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the address specified in paragraph 11, with a postmark no later than December 1, 2019 or LOCAL AGENCY will forfeit the funds.**
7. **GRANT AND BUDGET CONTINGENCY CLAUSE: It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.**

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2019 for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

8. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2020.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the address specified in paragraph 11, with a postmark no later than September 1, 2020 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice or proof of payment to vendor(s) must be included for items purchased.
9. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to Title 7 of the Code of Federal Regulations, Section 3016.32 subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 16 below.
10. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY. LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.

11. **ADDRESSES:** The mailing addresses of the parties hereto, for all notices, billings, payments, repayments, or any other activity under the terms of the Agreement, are:

LOCAL AGENCY: City of Guadalupe
918 Obispo St
Guadalupe, CA 93434
Attention: Patrick Schmitz
Telephone Number(s): (805) 356-3905
FAX Number: (805) 343-0362
E-mail pschmitz@ci.guadalupe.ca.us

STATE: **Department of Forestry and Fire Protection**
Grants Management Unit, Attn: Megan Esfandiary
P. O. Box 944246
Sacramento, California 94244-2460
PHONE: (916) 653-3649

12. **PURPOSE:** Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY.
13. **COMBINING:** In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
14. **OVERRUNS:** In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the Agreement share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
15. **UNDERRUNS:** In the event that the total cost of a funded project is less than the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for Agreement funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
16. **FEDERAL INTEREST IN EQUIPMENT:** The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this Agreement, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

17. **EQUIPMENT INVENTORY:** Any single item purchased in excess of \$5,000 will be assigned a VFA Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 11. The STATE will advise the LOCAL AGENCY contact of the VFA Property Number assigned.
18. **AUDIT:** LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
19. **DISPUTES:** In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY, the dispute will be decided by STATE and its decision shall be final and binding.
20. **INDEMNIFICATION:** LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this Agreement.
21. **DRUG-FREE WORKPLACE REQUIREMENTS:** LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;

- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and LOCAL AGENCY may be ineligible for funding of any future State Agreement if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

22. **TERM: The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2020.**
23. **TERMINATION: This Agreement may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.**
24. **AMENDMENTS: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.**
25. **INDEPENDENT CONTRACTOR: LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.**

9a.

**GUADALUPE POLICE DEPARTMENT
MONTHLY ADMINISTRATIVE OPERATIONAL DATA SUMMARY
MONTH OF SEPTEMBER 2019**

PART I: CRIMES

TYPE OF CRIMES	THIS MONTH		THIS MONTH LAST YEAR		THIS YEAR TO DATE		LAST YEAR TO DATE	
	REPORTED	CLEARED	REPORTED	CLEARED	REPORTED	CLEARED	REPORTED	CLEARED
187 PC HOMICIDE	0	0	0	0	0	0	0	0
261 PC RAPE	0	0	0	0	1	1	0	0
211 PC ROBBERY	0	0	0	0	1	0	1	0
242/245 PC ASSAULT	8	6	4	4	44	36	23	20
459 PC BURGLARY	1	0	0	0	25	5	7	0
484/487 PC THEFT	3	1	0	0	22	5	16	3
10851 VC VEH THEFT	0	0	0	0	12	9	8	6
451 PC ARSON	0	0	0	0	0	0	1	1
TOTAL	12	7	4	4	105	56	56	30

PART II: REPORTED CRIMES

REQUEST FOR SERVICE	THIS MONTH	THIS MONTH LAST YEAR	THIS YEAR TO DATE	LAST YEAR TO DATE
TOTAL REPORTS TAKEN	96	79	701	849
TOTAL REQUEST FOR SERVICE	247	250	2,078	2,410
TOTAL ACTIVITY FOR THE MONTH	343	329	2,779	3,259
DOMESTIC VIOLENCE REPORTS	3	4	20	14
TOTAL PROPERTY STOLEN	\$5,025	\$0	\$31,793	\$30,682
TOTAL PROPERTY RECOVERED	0	\$0	\$24,578	\$3,670

PART III: ARREST SUMMARY

OFFENSES	THIS MONTH		THIS MONTH LAST YEAR		THIS YEAR TO DATE		LAST YEAR TO DATE	
	ADULTS	JUVENILES	ADULTS	JUVENILES	ADULTS	JUVENILES	ADULTS	JUVENILES
FELONY	7	4	4	4	55	13	31	11
MISDEMEANOR	16	1	8	1	91	30	109	8
TOTAL	23	5	12	5	146	43	140	19
23152(a&b) VC ARREST	7		7		28		44	
WARRANT ARREST	3		5		34		50	

NOTE: DUI AND WARRANT DATA ARE INCLUDED IN ABOVE ARREST TOTALS

**GUADALUPE POLICE DEPARTMENT
MONTHLY ADMINISTRATIVE OPERATIONAL DATA SUMMARY
MONTH OF SEPTEMBER 2019**

PART IV: NARCOTICS ACTIVITY

TYPE OF NARCOTICS	THIS MONTH		THIS MONTH LAST YEAR		THIS YEAR TO DATE		LAST YEAR TO DATE	
	REPORTED	ARREST	REPORTED	ARREST	REPORTED	ARREST	REPORTED	ARREST
HEROIN	0	0	0	0	2	2	1	1
COCAINE	0	0	0	0	1	1	0	0
METHAMPHETAMINE	3	3	0	0	9	9	12	12
MARIJUANA	0	0	2	2	10	10	9	9
PARAPHERNALIA	0	0	2	2	1	1	14	14
TOTAL	3	3	4	4	23	23	36	36

PART V: SPECIAL DATA

	THIS MONTH	THIS MONTH LAST YEAR	THIS YEAR TO DATE	LAST YEAR TO DATE
OFFICERS ASSAULTED	0	0	1	0
INJURED ON DUTY	0	0	1	0

ADDITIONAL INFORMATION:

STAFFING:	1	POLICE CHIEF		
	2	POLICE SERGEANT	1 UNFILLED POSITION	
	3	POLICE CORPORALS	1 UNFILLED POSITION	
	9	POLICE OFFICERS	2 UNFILLED POSITIONS	
	2	OFFICE STAFF PERSONNEL		
	5	RESERVE POLICE OFFICERS	4 UNFILLED POSITION	
	1	COMMUNITY SERVICE TECHNICIAN	FULL TIME POSITION UNFILLED AS A PART-TIME POSITION	
	0	EVIDENCE TECHNICIAN	UNFILLED POSITION	
	2	POLICE VOLUNTEER(S)		

COMMENTS:



9a.

GUADALUPE FIRE DEPARTMENT

TO: PUBLIC SAFETY DIRECTOR, MICHAEL CASH
FROM: CAPTAIN PATRICK SCHMITZ
SUBJECT: MONTHLY SUMMARY OF CODE ENFORCEMENT CASES
 September 1, 2019 – September 30, 2019

DATE: 10/01/2019

CODE ENFORCEMENT CASES

INCIDENT TYPE	This Month	Last Month	Year to Date (2019-2020)	Year to date (2018-2019)
Business License (GMC 5.04.040)	0	0	0	11
Animal Nuisance (Odor, Noise) (GMC 6.04.100 (A,E))	0	2	2	0
Fowl, Livestock and Wild Animals (GMC 6.04.210)	0	2	2	1
Litter Accumulation (GMC 8.12.020)	5	1	7	30
Abatement of Weeds and Rubbish (GMC 8.16.010)	0	3	9	16
Unsafe Living Conditions (GMC 8.40.020)	0	0	0	1
Unlawful Property Nuisance (GMC 8.50.070)	1	4	6	10
Graffiti Abatement (GMC 9.07.060)	0	0	1	5
Abandoned Vehicles (GMC 10.36.010)	2	3	11	20
Unapproved Vehicle Covers (GMC 10.36.010)	1	0	1	0
Portable/fixed basketball goals (GMC 10.48.050)	1	1	5	0
Yard Sale Signs (GMC 12.13.010)	0	2	2	4
Tampering with Water Service (GMC 13.04.200)	0	0	0	0
Working Without Permits (GMC15.04.020)	0	0	1	5
Address Number (GMC 15.08.020 (505.1))	0	0	1	8
Illegal Garage Conversion (GMC 18.08.120, 18.08.160)	0	0	0	1
Damage Fence (GMC 18.52.125)	0	0	0	1
Parking on Front Yard Setback (GMC 18.60.035)	2	2	9	42
Landscape Maintenance Required (GMC 18.64.120)	1	1	3	11
Inspection/Complaints (No Violation Found)	0	3	3	2
Apartment Inspections	80	1	83	145
Yearly Business Inspections	7	12	27	46
Other	5	2	11	24
TOTAL	105	39	184	383

Miscellaneous	This Month	Last Month	Year to Date (2019-2020)	Year to date (2018-2019)
Visitors	77	116	275	315
Public Relations	1	0	2	2
School Visits	0	0	0	1

CALLS FOR SERVICE September, 2019

INCIDENT TYPE	This Month	Last Month	Year to Date (2019-2020)	Year to date (2018-2019)
Medical	35	26	94	79
Structure Fire	0	0	0	0
Cooking Fire	0	0	0	1
Trash or Rubbish Fire	0	0	0	0
Vehicle Fire	0	0	1	2
Grass/Vegetation Fire	1	1	3	0
Other Fire	0	0	1	0
Motor Vehicle Accidents with Injuries	2	3	9	5
Motor Vehicle Accidents No Injuries	3	1	5	9
Motor Vehicle/Pedestrian Accident	0	1	1	0
Hazardous Materials Spill/Release	0	0	1	0
Hazardous Condition Other	0	0	0	4
Water Problem/Leak	1	0	1	3
Animal Problem / Rescue	0	0	0	0
Search / Rescue	0	0	0	1
Public Assistance	2	1	5	10
Police Matter/Assistance	2	1	3	4
Illegal Burn	0	0	0	0
Smoke/CO Detector/Fire Alarm Activation	0	0	2	3
Dispatch and Canceled En-route	5	3	11	10
False Alarm	1	0	1	4
TOTAL	52	37	138	135

Additional Information

STAFFING: 1 Public Safety Director (Police/Fire Chief)
 3 Fire Captains
 3 Fire Engineers
 1 Permit Tech/Firefighter
 7 Paid Call Firefighters 5 Positions Vacant
 2 Reserve Firefighters

Special Coverage:

- 6 day Strike Team Deployment to the Red Bank Fire (Type 6 engine with a Captain and 2 PCF's).



CITY OF GUADALUPE
918 Obispo Street
Guadalupe, CA 93434
P: (805) 356-3895
F: (805) 343-0542
Finance Department

Memorandum

To: Robert Perrault, Interim, Interim City Administrator
From: Anna Marie Santillan Michaud, City Treasurer
Subject: Treasurer's Report – September 2019
Date: October 15, 2019

This memo explains the changes in the monthly Treasurer's report for September 2019 compared to the prior month. September cash increased due primarily to:

- \$183,066.00 Pioneer apartments building permits
- \$744,735.64 Sale of land to GUSD

Treasurer's Report
Investments and Cash as of September 30, 2019

Local Agency Investment Fund ("LAIF") Account 98-42-346	6,498,081.56
Total Investments	\$ 6,498,081.56

Cash	
Checking Account 155-503815 ("Warrant Account")	443,774.86
Checking Account 155-003261 ("Payroll Account")	28,178.89
Total Cash	\$ 471,953.75 *

*Actual ending balances reconciled to Bank Statements

The following is a summary of the City's cash and investments as of September 30, 2019 compared with the prior month.

Investments and Cash	August 31, 2019	September 30, 2019	
Investments	6,498,081.56	6,498,081.56	
Cash	259,686.47	471,953.75	
Total	\$ 6,757,768.03	\$ 6,970,035.31	**

** Total Cash and Investments agree to General Ledger.

Note 1: Monies held in the non-commingled and trust accounts are required to be kept separate from all other city funds.

Submitted: 10/15/2019


Anna Marie Santillan Michaud
 City Treasurer



Recreation and Parks
 918 Obispo Street
 P.O. Box 908
 Guadalupe, CA 93434
 Ph: 805.356.3894
 Fax: 805.343.5512
 Email: cguzman@ci.guadalupe.ca.us

RECREATION AND PARKS MONTHLY REPORT SEPTEMBER 2019

Summary of Rentals/Usage for City Facilities & Parks

FACILITY	THIS MONTH	THIS MONTH LAST YEAR	THIS YEAR- TO-DATE (FY 19/20)	LAST YEAR- TO-DATE (FY 18/19)
Auditorium/Gym	18	16	44	41
O'Connell Park	3	4	5	7
LeRoy Park	0	1	1	1
Senior Center	20	4	32	7
City Parking Lot	1	0	5	3
Council Chambers	3	6	14	18

In addition, apart from formal City Council Meetings the city staff used the Council Chambers in September 2019 for a total of 21 separate meetings / interviews.

This past month I have met with representatives of the following groups to discuss the coordination of their upcoming winter basketball season(s):

Boys and Girls Club of Mid Central Coast (Santa Maria Valley)
 McKenzie Intermediate School
 Guadalupe Youth Basketball.

All three organizations are hoping to utilize the City auditorium multi-purpose facility for their seasons.

I have also been in contact with other organizations that are hoping to either start or restart so they can provide the City of Guadalupe and its whole community with additional resources. The hope is that in doing so these organizations will enhance the city's ability to provide additional needed services, recreation options and park beautification programs.

On another front the current season for the Guadalupe Youth Football Bulldogs is going well. According to the club director there are about 80 players and 18 coaches participating this year. The team's games have been exciting and many fans have come out to support the team.

Also, the McKenzie Intermediate School's volleyball program has also been in full force this past month providing fan happy competitive matches. The school has been drawing a nice crowd for their home matches. This is the first year McKenzie has had home matches. The site for their home matches has been here in our City Hall Auditorium!

The Guadalupe Wrestling Coed Club has also recently started up again with organizational meetings and practices for their upcoming meets and future tournaments.

In addition, the city has been very fortunate in hosting free community concerts provided by "Viva el Arte de Santa Barbara" in conjunction with The Nipomo / Guadalupe Dunes Cultural Center.

There are a lot of many other activities going on in the City of Guadalupe with many varied activities to entertain and delight. In the coming months I hope to provide more information and updates as they occur.

Respectfully,


Charlie Guzman 10/14/19
City of Guadalupe
Recreation Coordinator

REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of October 22, 2019



Prepared by:
Michael Cash, Director of Public Safety



Approved by:
Robert Perrault, City Administrator

SUBJECT: **Adoption of a Resolution Authorizing the City of Guadalupe Fire Department to enter into a contract with BRYCER, LLC for the “Brycer Compliance Engine System.”**

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2019-66 approving the City of Guadalupe Fire Department to enter into an agreement between the City of Guadalupe and BRYCER, LLC for the usage of the “Brycer Compliance Engine System” to manage the City’s Fire Safety Inspection Management System.

BACKGROUND:

The State Fire Marshal has tasked the local Fire Code Official to verify, track, and maintain current all levels of fire safety inspection and protection.

Where any device, equipment, system, level of protection, or any other feature is required for compliance, it shall be continuously maintained in accordance with the state fire code and standards. A record of periodic inspections, tests, servicing and other operations and maintenance shall be maintained and records shall be made available for inspection by the fire code official.

Currently, the City of Guadalupe Fire Department maintains paper documents for the servicing of the system in question. Staff is responsible for tracking, notifying, inspecting, obtaining and maintaining current certification, documentation and tracking systems. This process is very time consuming and dependent of staff workload. The state of California has determined that the local Fire Code Official has the authority to prescribe the form and format of the recordkeeping. The “Compliance Engine” is a simple, internet-based tool for Fire Prevention Bureaus to track

and drive code compliance, reduce false alarm activity, and provide a safer community.

The system is a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems, can submit their reports via Brycer's web portal directly to the Guadalupe Fire Department, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems.

Brycer also provides a proactive service, in addition to the web-based technology, that includes hard and soft copy notifications to property owners and their contractors regarding testing dates. This will help to increase the completion of required system testing and maintenance in our City. The end result is a comprehensive and accurate aggregation of data around which buildings have what types of systems, when they were last tested, and if there are any open deficiencies that could jeopardize their successful deployment in the event of an incident.

DISCUSSION:

The Guadalupe Fire Department is seeking City Council approval to enter into an agreement for services with BRYCER, LLC for the "Brycer Compliance Engine System" to manage the City's Fire Safety Inspection Management System.

FISCAL IMPACT:

Adopting the proposed resolution will enable the City of Guadalupe to enter into an agreement with BRYCER, LLC to utilize the "Brycer Compliance Engine System" to manage the City's Fire Safety Inspection Management System. The system:

- Electronically collects, organizes and tracks fire and life safety test results;
- Maximizes limited resources, saves time and streamlines communication;
- Is built to ensure a safer environment for firefighters, citizens and guests;
- Is free for the Fire Department;
- Includes fees which are paid by 3rd party contractors on per system, per premises, per annum basis;
- Saves time and money while strengthening life safety.

RESOLUTION NO. 2019-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA ADOPTING THE AGREEMENT WITH BRYCER, LLC FOR USAGE OF THE “BRYCER COMPLIANCE ENGINE SYSTEM”

WHEREAS, the Guadalupe Fire Department needs to upgrade and modernize its Fire Safety Inspection Management System; and

WHEREAS, the Guadalupe Fire Department needs to electronically collect, organize and track fire and life safety test results; and

WHEREAS, the Guadalupe Fire Department needs to maximize limited resources, save time and streamline communication.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Guadalupe, California, that the City Council authorizes the following:

1. That the City Council accepts the letter agreement dated March 19th, 2019, with BRYCER, LLC, as revised, attached, for usage of the “Brycer Compliance Engine System” and;
2. That the City Council authorizes the Director of Public Safety to execute the letter agreement between the City and BRYCER, LLC, as revised.

PASSED, APPROVED AND ADOPTED at a regular meeting held on the 22nd day of October, 2019, by the following vote:

Motion:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, **Joice Earleen Raguz, City Clerk of the City of Guadalupe** DO HEREBY CERTIFY that the foregoing Resolution, being C.C. **Resolution No. 2019-66**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held October 22, 2019, and that same was approved and adopted.

ATTEST:

Joice Earleen Raguz, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney

BRYCER, LLC
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

March 19th, 2019

City of Guadalupe
918 Obispo St
Guadalupe, CA 93434

Re: “The Compliance Engine”

Dear City of Guadalupe:

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, City of Guadalupe (“Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term:** Brycer will provide Client with the Solution for three years, commencing December 15th, 2019 (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:

- **Availability.** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- **Service Level.** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup.** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and

integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.


4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Internet Explorer 11.0, Edge, Firefox version 37, Chrome 40 or Safari 7.1 (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [jurisdiction] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: 
Its: President

Acknowledged and Agreed to this
__ day of ____, 20__:

[CLIENT]

By: _____
Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well as any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information shall include, but is not limited to, the Solution, computer programs, screen shots, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws. The disclosing party shall immediately provide written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. The nondisclosing party shall have the right to seek a protective order or other relief with respect to such disclosure. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES.** BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

- such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.
11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
 12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
 13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
 14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
 15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
 16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
 17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS.
 18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
 19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
 20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
 21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Developer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

THE COMPLIANCE ENGINE IMPLEMENTATION PLAN



POWERED BY **BR**Y**CER**

City of Guadalupe

TABLE OF CONTENTS

Implementation Task List.....2

Notification Templates.....3

 Renewal Notification Template.....4

 Manual Date Renewal Notification Template.....5

 Manual Date Overdue Notification Template.....6

 Overdue Notification Template.....7

 Deficiency Notification Template.....8

 AHJ Sample Requirement Letter to Fire Protection Contractors.....9

 AHJ Sample Requirement Letter to Fire Protection Contractors.....10

TCE Tracks the Following Systems:.....11

Pricing Model for Fire Protection Contractors.....12

The Compliance Engine Premises Upload Version 3.0.....13

 Upload File Layout.....13

 Upload File Layout.....14

 For AHJs Website.....15

Implementation Task List

The following is the list of tasks needed to be completed by City of Guadalupe, in order to complete the implementation. By completing these in a timely manner will allow for the simplest and smoothest transition into the system.

Task	Responsible Party	Due Date	Completed
Obtain Logo	AHJ		<input type="checkbox"/>
Obtain FM Signature	AHJ		<input type="checkbox"/>
Obtain Fire Code Version	AHJ		<input type="checkbox"/>
ITM/Contractor Firm List	BRYCER		<input type="checkbox"/>
Data Extraction Meeting	BRYCER & AHJ		<input type="checkbox"/>
Data scrubbing and cleansing	BRYCER		<input type="checkbox"/>
Testing & Acceptance of AHJ Data	BRYCER & AHJ		<input type="checkbox"/>
Send AHJ Announcement	BRYCER		<input type="checkbox"/>
Sign off on notification templates	AHJ		<input type="checkbox"/>
Send ITM Requirement Letter	BRYCER		<input type="checkbox"/>
Call Top ITMs	BRYCER		<input type="checkbox"/>
Conduct AHJ User Training	BRYCER & AHJ		<input type="checkbox"/>
Go Live	BRYCER & AHJ	5/1/2019	<input type="checkbox"/>

Notification Templates

Next 6 Pages are the notification templates.

Please note that bold texts are auto populated fields from our system. Whatever information you add to these areas will be added into our system and will be used on all templates including those field types.

These templates have been created with common language that most Jurisdictions can utilize without much change. Should you see the need to change certain language to fit within your jurisdictions guidelines please add the changes and submit back for final modification into our system.

If you feel these are good the way they have been created, please let us know and these will be loaded as your default templates in our system for notifications. At any time, you see the need for changes please contact our office and we will work with you to get the changes completed and reset all notifications so they reflect any needed adjustments

Renewal Notification Template

City of Guadalupe
918 Obispo St
Guadalupe, CA 93434

NOTICE



Month/Day/Year

Premises Location
Address
City, State Zip Code

Dear Building Occupant/Owner,

In accordance with local Fire code _____ our records indicate the **system type** located at your property, **property address** is due for inspection by a licensed company.

Per state and local regulations, **system type** must be tested within the month of your renewal date which is **Month/Day/Year**.

For your convenience, the name and contact information of your last inspection company of record, if available, is listed below. A licensed individual from a licensed company is required by law to inspect and test your **system type**.

Inspection Company	Phone #	Email
ABCITM	###.###.####	info@abcitm.com

It is the responsibility and requirement of the inspection company testing your apparatus to submit all test reports to us via the web at www.thecomplianceengine.com. All questions concerning the above requirements should be directed to the AHJ Name.

Sincerely Yours in Life & Fire Safety;

Digital Signature

Patrick Schmitz

City of Guadalupe
P.
E. pschmitz@ci.guadalupe.ca.us

NID ### IRN ####

Manual Date Renewal Notification Template

NOTICE



City of Guadalupe
918 Obispo St
Guadalupe, CA 93434

Month/Day/Year

Premises Location
Address
City, State Zip Code

Dear Building Occupant/Owner:

In accordance with local fire code _____ our records indicate the **system type** located at your property, **property address** is due for inspection by a licensed company.

The system must be tested per state and local regulations. We have not received this report; please have your service contractor forward immediately.

A licensed company is required by law to inspect and test your **system type**. **It is the responsibility and requirement of the inspection company testing your apparatus to submit all test reports to us via the web at www.thecomplianceengine.com.**

All questions concerning the above requirements should be directed to the **AHJ Name**.

Sincerely Yours in Life & Fire Safety;

Digital Signature

Patrick Schmitz

City of Guadalupe
P.
E. pschmitz@ci.guadalupe.ca.us

NID ### IRN ####

Manual Date Overdue Notification Template

City of Guadalupe
918 Obispo St
Guadalupe, CA 93434

NOTICE



Month/Day/Year

*****PAST DUE*****

Premises Location
Address
City, State Zip Code

Dear Building Occupant/Owner:

Our records indicate the **system type** located at your property, **property address** is PAST DUE for inspection by a licensed company. In order to avoid penalties, as provided by law for such violations, you must take immediate action.

Actions Required:

1. Have your **system type** inspected, tested and maintained by a licensed company and,
2. Have your inspection company submit the test results to the us at www.thecomplianceengine.com

If this inspection has been completed you must notify your inspection company that they are required to submit on your behalf a copy of this report via the web at www.thecomplianceengine.com.

All questions concerning the above requirements should be directed to the AHJ Name

Sincerely Yours in Life & Fire Safety;

Digital Signature

Patrick Schmitz

City of Guadalupe

P.

E. pschmitz@ci.guadalupe.ca.us

NID ### IRN ####

Overdue Notification Template

City of Guadalupe
918 Obispo St
Guadalupe, CA 93434

NOTICE



Month/Day/Year

PAST DUE

Premises Location
Address
City, State Zip Code

Dear Building Occupant/Owner,

Our records indicate the **system type** located at your property, **property address** is PAST DUE for inspection by a licensed company. In order to avoid penalties, as provided by law for such violations, you must take immediate action.

Actions Required:

1. Have your **system type** inspected, tested and maintained by a licensed company and,
2. Have your inspection company submit the test results to the us at www.thecomplianceengine.com

The **system type** was due to be tested on or before **Month/Day/Year** per State and local regulations.

For your convenience, the name and contact information of your last inspection company of record, if available, is listed below. A licensed individual from a licensed company is required by law to inspect and test your **system type**.

Inspection Company	Phone #	Email
ABCITM	###.###.####	info@abcitm.com

If this inspection has been completed you must notify your testing company that a copy of this report must be submitted to us via the web at www.thecomplianceengine.com. All questions concerning the above requirements should be directed to the **AHJ Name**.

Sincerely Yours in Life & Fire Safety;

Digital Signature

Patrick Schmitz

City of Guadalupe
P.
E. pschmitz@ci.guadalupe.ca.us

NID ### IRN #####

Deficiency Notification Template

City of Guadalupe
918 Obispo St
Guadalupe, CA 93434

NOTICE



Month/Day/Year

Premises Location
Address
City, State Zip Code

SUBJ: Deficiency with regards to fire prevention and life safety code _____

A recent inspection of your **system type**, at **property address** on **month/date/year** by **ITM Company** revealed the violations listed below.

This is an **ORDER TO COMPLY**. Your failure to comply with this notice before re-inspection on (**30 days from date of letter**) may make you liable for the penalties provided for by law for such violation(s) under the city's Building and Fire Codes.

Deficiency found during ITM service: Deficiency Description
Deficiency found during ITM service: Deficiency Description
Deficiency found during ITM service: Deficiency Description
Deficiency found during ITM service: Deficiency Description

If you have corrected all deficiencies, please have your inspection contractor provide documentation of the repair at www.thecomplianceengine.com.

Sincerely Yours in Life & Fire Safety;

Digital Signature

Patrick Schmitz

City of Guadalupe

P.

E. pschmitz@ci.guadalupe.ca.us

NID ### IRN ####

AHJ Sample Requirement Letter to Fire Protection Contractors

City of Guadalupe
918 Obispo St
Guadalupe, CA 93434



Dear Service Provider,

The AHJ Name has instituted a new process for service providers who inspect and test fire protection systems. Effective **Go Live Date** all compliant & non-compliant fire protection systems test reports are required to be sent to the AHJ Name electronically by your respective organization via The Compliance Engine's online system at www.thecomplianceengine.com.

The AHJ Name is dedicated to delivering 100% compliance with our adopted Fire Code. This web based service will aggregate, track and streamline the collection of compliance data of our jurisdiction's systems. Property owners will receive timely proactive notifications of their testing requirements, and the AHJ Name will gain the ability to better mitigate the risk in our community by improving public safety to our citizens.

All service providers who inspect or test fire protection systems within the AHJ Name's jurisdiction are required to register and submit all test, inspection and service reports via The Compliance Engine. All reports must be submitted in accordance with the testing schedule and requirements outlined in our adopted fire code.

Benefits to you:

- Increases market opportunity and demand for your fire protection services
- Ensures all reports arrive, affording you the ability to track our department's follow up
- Enhances maintenance revenue and timeliness of deficiency corrections
- Improves customer retention with renewal notifications identifying you as company of record
- Minimizes non licensed contractors from working in your market

This proven process requires the service provider pay a nominal filing fee at the time of submittal. There is no fee to register your company with The Compliance Engine. Once registered, pricing is viewable under AHJ Name icon in The Compliance Engine. If you are a licensed fire protection system contractor and are not currently registered with Brycer, please do so at www.thecomplianceengine.com.

We look forward to partnering with you to better protect and serve our community. We are confident this will benefit us ALL.

Sincerely,

Digital Signature

Patrick Schmitz

City of Guadalupe

P.

E. pschmitz@ci.guadalupe.ca.us

AHJ Sample Requirement Letter to Fire Protection Contractors

Keys to Getting Started:

- Register at www.thecomplianceengine.com
- Sign up for training
- Complete account set up by entering all inspectors, inspector licenses, and company licenses
- Add Users and company logo for brand awareness

Key Processes to Know:

- Select correct template for each report submitted: Fire Alarm, Sprinkler, Kitchen Hood, etc.
- Enter all test reports and type out deficiencies
- Attach pdf version of inspection report when using short form (fire protection systems only)
- Ensure all reports entered are submitted for payment
- Update deficiency tracking to inform AHJ that violations have been corrected
- Check notifications icon to track sent out by AHJ
- Open inspection reports are saved reports not yet submitted to AHJ, if not submitting these to AHJ delete
- Submit a new premise when necessary (if you cannot locate the premises in the existing database)
- View your transaction list to confirm correct payment
- Create new users when necessary
- Update credit card information

Systems Tracked:

(customize per AHJ)

- Automatic Fire Sprinkler System
- Fire Alarm System
- Commercial Kitchen Hood Suppression System (Testing and Cleaning)
- Standpipe
- Active Smoke Control System
- Private Hydrant System
- Fire Pump
- Spray Booth
- Emergency Generator
- Special Suppression System
- Fire Escape

TCE Tracks the Following Systems:

System Type
Automatic Fire sprinkler System
Fire Alarm System
Commercial Kitchen Exhaust System (Hood Cleaning)
Commercial Kitchen Hood Suppression System
Standpipe
Active Smoke Control System
Fire Escape
Special Suppression System (e.g. Foam System)
Private Hydrant System
Fire Pump
Spray Booth
Emergency Generator
Elevator

Pricing Model for Fire Protection Contractors

BRYCER PRICING MODEL



System Type	Submittal Frequency	Pricing	Annual Total
Automatic Fire Sprinkler System (Dry, Wet, Preaction/Deluge, Foam can be combined)	Annual, Quarterly, Monthly	\$12.00	\$12.00
Fire Alarm System	Annual, Quarterly, Monthly	\$12.00	\$12.00
Commercial Hood Cleaning	Annual, Quarterly, Monthly	\$12.00	\$12.00
Commercial Kitchen Hood Suppression System	Semi-Annual	\$12.00	\$24.00
Standpipe	Annual	\$12.00	\$12.00
Active Smoke Control System	Annual	\$12.00	\$12.00
Private Hydrant System	Annual	\$12.00	\$12.00
Fire Pump	Annual, Quarterly, Monthly	\$12.00	\$12.00
Spray Booth	Annual	\$12.00	\$12.00
Emergency Generator	Annual	\$12.00	\$12.00
Special Suppression System	Semi-Annual	\$12.00	\$24.00
Fire Escape	Annual	\$12.00	\$12.00
Elevator	Annual	\$12.00	\$12.00
5 –Year Obstruction Sprinkler	5-Years	\$12.00	\$12.00

PRICING EXAMPLE:

Building with: main control panel, 500 smoke detectors, 400 heat detectors, 5 sub panels etc.

The ITM company will submit the complete results of their test to the AHJ for a total annual cost of \$12.

Some ITM companies will perform quarterly or monthly tests on the fire alarm and submit 4 quarterly reports vs. 1 annual. Brycer will still charge only \$12 for the submittal of the 4 reports. The charge will be incurred on the first submittal and again 12 months following the original submittal date (repeated annually thereafter).

This process insures that all ITM reports are tracked and all deficiencies are addressed without penalizing a building for having a higher level of compliance.

NOTE:

- ⚡ We do *NOT* charge per floor, riser, or flow switch for sprinklers
- ⚡ TCE Accepts the submittal of monthly, quarterly, semi-annually ITM reports within the same service year at no additional charge
- ⚡ Kitchen systems follow NFPA standards of 100% testing which will be charged per system submission
- ⚡ The first submission for a property will be charged (even if it is a quarterly or monthly, as the pricing is every 12 months and depends on the first report submitted)

The Compliance Engine Premises Upload Version 3.0

The Compliance Engine provides for the ability to upload Premises into the system. The Premises Upload function allows for new Premises to be created and existing Premises to be updated utilizing a unique Premises ID (sometimes referred to a reference number).

When a Premises record is encountered in the upload file, the system first checks to see if a Premises already exists for the specified Premises ID. If the Premises ID exists, the current Premises record in The Compliance Engine is updated with the new information. Existing contacts are replaced with the contacts included in the upload file.

If the Premises ID does not already exist, a new Premises record is created with the associated contacts from the upload file.

Upload File Layout

The upload file must be in a comma separated value file format, or .csv. A comma separated value file is a plain text file consisting of one record per line with each field delimited by a comma. Fields that contain non-numeric data (e.g., strings) should be encapsulated in quotes.

The first row of the upload file may include a comma delimited list of field names. While this is not required, it makes mapping easier within The Compliance Engine. Fields may appear in any order.

"Reference Number", "Building Number", "Record Type", "Premises Name", "Premises Address Line 1", "Premises Address Line 2", "Premises City", "Premises State", "Premises Postal Code", "System Type", "Contact First Name", "Contact Last Name", "Contact Organization", "Contact Address Line 1", "Contact Address Line 2", "Contact City", "Contact State", "Contact Postal Code", "Contact Phone Number", "Contact Fax Number", "Contact Email"

The following table is used to describe the row of data to represent each Premises. The same Premises row may be included multiple times to represent the Building Owner and Responsible Party contacts (see examples).

Field	Type	Required/Optional	Description
Reference Number	String	Required	Unique identifier for a Premises address.
Building Number	String	Optional	Identifier of a Premises to be used as the parent Premises.
Record Type	String	Required	Indicator of the type of record. (see record type chart below)
Premises Name	String	Required	Name of the Premises. Use "VACANT" for addresses without a current occupant.
Premises Address Line 1	String	Required	Complete physical address of the Premises.
Premises Address Line 2	String	Optional	Secondary address information (e.g., Suite, Floor, etc.)
Premises City	String	Required	City name of the Premises.
Premises State	String [2]	Required	Two character ISO 3166-2 state code.
Premises Postal Code	String [10]	Required	Postal/Zip Code for Premises address.
System Type	String	If Available	System Type "Fire Alarm"

Upload File Layout

Field	Type	Required/Optional	Description
Premises City	String	Required	City name of the Premises.
Premises State	String [2]	Required	Two character ISO 3166-2 state code.
Premises Postal Code	String [10]	Required	Postal/Zip Code for Premises address.
System Type	String	If Available	System Type "Fire Alarm"
Contact Last Name	String	Conditional (see record type chart below)	Last name of contact person.
Contact First Name	String	Conditional (see record type chart below)	First name of contact person.
Contact Organization Name	String	Conditional (see record type chart below)	Name of organization for contact person.
Contact Address Line 1	String	Conditional (see record type chart below)	Address of contact person/organization.
Contact Address Line 2	String	Conditional (see record type chart below)	Secondary address information of contact person/organization.
Contact City	String	Conditional (see record type chart below)	City of contact person/organization.
Contact State	String	Conditional (see record type chart below)	State of contact person/organization.
Contact Postal Code	String	Conditional (see record type chart below)	Postal/Zip Code of contact person/organization.
Contact Phone Number¹	String	Optional	Telephone number of contact person.
Contact Fax Number¹	String	Optional	Fax number of contact person
Contact Email Address	String	Optional	E-mail address of contact person.

¹Phone numbers should be in the format of AAAPPPNNNNXXXX, where AAA is the area code, PPP is the prefix, NNNN is the number and XXXX is the extension. The Compliance Engine will attempt to format the telephone number by removing any punctuation from the string.

Use the following table to determine the record type to be assigned to each

Record Type	Description
OCC	Premises address for the current occupant
OWNER	Property owner contact (can only be one)
RESP	Responsible party (can only be one)

Fire Protection System Inspection & Reporting Policy

Fire Protection System Inspection, Testing & Maintenance

All fire protection systems in {jurisdiction} are required by the fire code to be inspected tested and maintained on regular intervals. Please see fire code for schedule (add hyperlink). The purpose of these inspections is to ensure the system will operate properly in the event of an incident, ensuring a safe environment by minimizing the risk of life and property loss.

The {jurisdiction} has contracted with BRYCER, LLC to help manage the fire protections systems inspection, testing and maintenance program. All contractors who perform inspection, testing and maintenance services of fire protection systems are required to electronically submit all compliant and non-compliant reports to the department via www.TheComplianceEngine.com.

Fire Protections Systems electronically tracked by {AHJ} include: (this is specific to the AHJ)

- Automatic Fire Sprinkler Systems
- Fire Alarm
- Commercial kitchen hood suppression systems
- Standpipes
- Active smoke control systems
- Fire pumps
- Spray booth
- Emergency generators
- Special Suppression/clean-agent systems

Contractors are required to submit test results to {AHJ} on behalf of their customers. Register with The Compliance Engine [here](#).

Contact BRYCER, LLC for any training/support related questions at 1-855-279-2371 or email support@mybrycer.com



The Compliance Engine is a simple, internet based tool for Fire Prevention Bureaus to track and drive code compliance, reduce false alarm activity, and provide a safer community. It provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems, can submit their reports via Brycer's web portal direct to the Fire Department, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. Brycer also provides a proactive service, in addition to the web-based technology, that includes hard and soft copy notifications to help increase testing and maintenance in a given jurisdiction. The end result is a comprehensive and accurate aggregation of data around which buildings have what types of systems, when they were last tested, and if there are any open deficiencies that could jeopardize their successful deployment in the event of an incident. With The Compliance Engine, your Department will be better equipped to do more with less in their mission to drive 100% code compliance with life safety laws.

Current Landscape:

- 40% of life safety systems go uninspected or maintained every year
- 32.5% of false alarms are due lack of maintenance and testing
- 29% of fire code official's time is spent administering 3rd Party ITM reports
- 95% of AHJs do not have the resources to enforce their adopted fire code
- Current Process is manual, paper based, reactionary, inefficient and expensive

The Compliance Engine Benefits:

- Drives 100% Compliance with fire & life safety code
- Electronically collects, organizes and tracks fire and life safety test results
- Maximizes limited resources, saves time and streamlines communication
- Built to ensure a safer environment for firefighters, citizens and guests
- Saves AHJs money while strengthening life safety

Revenue Model:

- Free for Fire Department
- Zero charge to the building owners
- Fee paid by 3rd party contractors on per system, per premises, per annum basis
- Delivers Compliance resulting in new business and maintenance revenue for 3rd party contractors
- Endorsed by IKECA, Arizona Fire Alarm Assoc. and Western Fire Chiefs Assoc

Learn more at www.thecomplianceengine.com or 630-413-9511

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State of Nevada
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City of Guadalupe Fire Department

Fire Service * Emergency Services * Prevention and Education

The State Fire Marshal has tasked the local Fire Code Official verify, track, and maintain current all levels of protection.

CFC 107.1 Maintenance of safeguards.

Where any device, equipment, system, condition, arrangement, level of protection, or any other feature is required for compliance with the provisions of this code, or otherwise installed, such device, equipment, system, condition, arrangement, level of protection, or other feature shall thereafter be continuously maintained in accordance with this code and applicable referenced standards.

Currently the City of Guadalupe Fire Department Maintains paper document for the servicing of the system in question. Staff is responsible for tracking, notifying, inspecting, obtaining and maintaining current certification, documentation and tracking systems. This process is very time consuming and dependent of staff workload. The States has determined that the local Fire Code Official has the authority to prescribe the form and format of the recordkeeping

CFC 107.3 Recordkeeping.

A record of periodic inspections, tests, servicing and other operations and maintenance shall be maintained on the premises or other approved location for not less than 3 years, or a different period of time where specified in this code or referenced standards. Records shall be made available for inspection by the fire code official, and a copy of the records shall be provided to the fire code official upon request.

The fire code official is authorized to prescribe the form and format of such recordkeeping. The fire code official is authorized to require that certain required records be filed with the fire code official.

Brycer Compliance Engine System

Summary of Benefits

The Compliance Engine is a simple, internet based tool for Fire Prevention Bureaus to track and drive code compliance, reduce false alarm activity, and provide a safer community. It provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems, can submit their reports via Brycer's web portal direct to the Fire Department, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. Brycer also provides a proactive service, in addition to the web-based technology, that includes hard and soft copy notifications to help increase testing and maintenance in a given jurisdiction. The end result is a comprehensive and accurate aggregation of data around which buildings have what types of systems, when they were last tested, and if there are any open deficiencies that could jeopardize their successful deployment in the event of an incident. The system:

- Electronically collects, organizes and tracks fire and life safety test results
- Maximizes limited resources, saves time and streamlines communication
- Built to ensure a safer environment for firefighters, citizens and guests
- Free for Fire Department
- Zero charge to the building owners
- Fees are paid by 3rd party contractors on per system, per premises, per annum basis
- Saves Time and money while strengthening life safety

**REPORT TO THE GUADALUPE CITY COUNCIL
City Council Agenda of October 22, 2019**



**Prepared by:
Robert Perrault, Interim City Administrator**

SUBJECT: AUTHORIZATION TO ENTER INTO A COST SHARING AGREEMENT WITH MONTEREY BAY COMMUNITY POWER AUTHORITY AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF SOLVANG REGARDING PARTICIPATION WITH THE AUTHORITY

RECOMMENDATION:

It is recommended the Council authorize the City to enter into a Cost Sharing Agreement with Monterey Bay Community Power Authority and enter into a Memorandum of Understanding with the City of Solvang regarding Participation with the Authority.

BACKGROUND:

On August 27th the Council completed the second reading of Ordinance 2019-479 authorizing the City to join as a member of the Monterey Bay Community Power Authority (MBCP). Joining the Authority will enable local customers to have certain choices relative to the source of electrical power. The City is now in the process of completing the enrollment and onboarding process to become a full member of the Authority. It is expected that the enrollment process will be completed by the end of the year. Following the enrollment of the City there is a single year's wait time (January 2021) established by the Public Utilities Commission before local customers will have the ability to make choices relative to electrical power source. Regardless of power source choice electricity Pacific Gas and Electric will continue to transmit the power to the customer.

In order to take the next steps the enrollment process the City is being asked to complete two tasks: The first task is the City is required to enter into a Cost Sharing Agreement to cover the costs of the enrollment; and the second is the City enter into an Memorandum of Understanding (MOU) with the City of Solvang that would determine how the shared seat on the Policy Board, Operation Board and the Community Advisory Board would be shared.

During the Council's initial discussions on joining the MBCP, it was communicated to the Council by MBCPA representatives that costs to join the organization would vary from between \$5,000 and \$7,000. The costs included the costs to amend the JPA agreement and the previously approved Implementation Plan incorporating the City as a member, and the submission of the

Implementation Plan to the Public Utilities Commission and Secretary of State. The final fair share cost has been determined to be \$6,000 based on the fact that are a number of jurisdictions joining MBCP. Each party is being charged the same amount. Council authorization to enter into the Cost Sharing Agreement will enable the City to process a single invoice for the cost. Since the agreement will cover only a single payment it will terminate on December 31, 2019.

The Governance Board for MBCP consists of three bodies:

1. The Policy Board – this board is comprised of elected officials and meets quarterly to make high level policy decisions;
2. The Operations Board- this board is comprised of the Chief Executive Officer or his or her designee for the member jurisdictions and meets on a more frequent basis to discuss operational issues,
3. Community Advisory Council- this board is made up of community residents residing in the member communities and will meet from time to time to advise the members of the Operations and Policy Boards regarding energy related programs and their implementation.

As outlined in the JPA, member jurisdictions with populations of 50,000 or more in population will always have a seats in the governance structure. Member jurisdictions with less than 50,000 in population will share seats with other jurisdictions within the region of similar size. Recently, the City of Solvang has completed the decision to join MBCP and it is being recommended that the City of Solvang and the City of Guadalupe share one seat. The shared seat within the structure has a two year term. The attached MOU would regulate how the seat would be rotated between the Cities. It is also recommended the City Administrator and Mayor or Mayor Pro Tem meet with Solvang representatives to finalize the details of the rotation.

MBCP has advised the City that both the Cost Sharing agreement and the MOU need to be authorized no later than November 15th. Meeting this deadline will ensure that the necessary documents are submitted to MBPC in time to be a part of the package to be considered as a part of the Policy Board's agenda on December 4, 2019. During this meeting the revised Board will be seated and action will be taken to amend the JPA to include new members.

FISCAL IMPACT:

As identified, the City's cost to join the MBCP is \$6,000. These funds are not currently contained within the budget. Authorization of the Cost Sharing Agreement will enable the processing of the invoice from MBCP. The Budget will be amended during the mid- year review of the budget.

ATTACHED:

1. Resolution No. 2019-68
2. Cost Sharing Agreement
3. Memorandum of Understanding between the City of Guadalupe and the City of Solvang

RESOLUTION NO. 2019-68

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE
AUTHORIZING THE CITY OF GUADALUPE TO ENTER INTO A COST
SHARING AGREEMENT WITH MONTEREY BAY COMMUNITY POWER
AUTHORITY (MBCP) AND APPROVING A PROPOSAL FOR A
MEMORANDUM OF UNDERSTANDING WITH THE CITY OF SOLVANG**

WHEREAS, on August 27, 2019 the City Council adopted Ordinance No. 2019- 479 authorizing the City to establish a community choice program as required by Public Utilities Code Section 366.2 (c) (12) and adopted a resolution authorizing the City to join MBCP;

WHEREAS, MBCP's Policy Board of Directors have directed staff to prepare a resolution. For approval at its regularly scheduled December 4, 2019 meeting, to amend the JPA Agreement to further expand MBCP membership to include the City, and;

WHEREAS, Public Utilities Code Section 366.2(2) requires that in certain circumstances, such as the change in MBCP's organizational structure, MBCP update and approve a further addendum to its implementation Plan and submit the revised Implementation Plan to the California Public Utilities Commission for certification, and:

WHEREAS, MBCP and the City agree that the City is responsible for its equal share of costs associated with joining MBCP staff costs; costs related to the required Implementation Plan amendments , and certain California Public Utilities Commission and Secretary of State filings; and

WHEREAS , Joint Powers Agreement between and among all members of the MBPC require that Cities with less than 50,000 in population are required to share seats in the governing structure for MBPC, and;

WHEREAS, the City of Guadalupe and the City of Solvang are less than 50,000 residents in population, are similar in size and within the same geographic region and will both be members of MBCP; and

WHEREAS, it makes good sense that the City of Guadalupe and the City of Solvang should enter into an Memorandum of Understanding that outlines how shared participation in the governance of MBCP should take place:

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

1. The City is authorized to enter into the Cost Sharing Agreement Between the City and the Monterey Bay Community Power Authority attached to the staff report for this item.
2. The Mayor is authorized to execute the Memorandum of Understanding between the City of Guadalupe and the City of Solvang Regarding Participation with Monterey Bay Community Power, attached to the staff report for this item, is approved.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 22nd day of October, 2019 by the following vote:

Motion:

AYES

NOES:

ABSENT:

ABSTAIN:

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being C.C. **Resolution No. 2019-68** has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held October 22, 2019, and that same was approved and adopted.

ATTEST:

Joice Earleen Raguz, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip Sinco, City Attorney

**COST SHARING AGREEMENT
BETWEEN
MONTEREY BAY COMMUNITY POWER AUTHORITY
AND
THE CITY OF GUADALUPE**

This Cost Sharing Agreement (“Agreement”) is made and entered into effective October __, 2019 by and between the Monterey Bay Community Power Authority (“MBCP”), a joint powers authority established under Government Code section 6500 *et. seq.* and the City of Guadalupe, a California general law (“City”). MBPC and City may be individually referred to herein as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, MBCP was established in or about February 2017 through the execution of a Joint Exercise of Powers Agreement (the “JPA Agreement”) following the adoption ordinances as required by Public Utilities Code Section 366.2(c)(12), and;

WHEREAS, on December 5, 2018 the JPA Agreement was amended to expand MBCP’s members to the Cities of Morro Bay and San Luis Obispo, and;

WHEREAS, the City adopted an ordinance to establish a community choice energy program as required by Public Utilities Code Section 366.2(c)(12) and a resolution establishing its intent to join MBCP, and;

WHEREAS, MBCP’s Policy Board of Directors have directed staff to prepare a resolution, for approval at its regularly scheduled December 4, 2019 meeting, to amend the JPA Agreement to further expand MBCP membership to include the City, and;

WHEREAS, Public Utilities Code Section 366.2(c) requires that in certain circumstances, such as a change in MBCP’s organizational structure, MBCP update and approve a further addendum to its Implementation Plan and submit the revised Implementation Plan to the California Public Utilities Commission for certification, and;

WHEREAS, Parties agree that the City is responsible for its equal share of costs associated with joining MBCP, including but not limited to MBCP staff costs; costs related the required Implementation Plan amendments, and certain California Public Utilities Commission and Secretary of State filings, and;

WHEREAS, MBCP has engaged Pacific Energy Advisors, Inc., (“PEA”) to analyze data related to MBCP’s proposed addition of eleven new jurisdictions from both Pacific Gas and Electricity and Southern California Edison service territories and to update the Monterey Bay Community Power Implementation Plan accordingly.

WHEREAS, the Parties desire to set forth their respective rights, duties, and obligations regarding the work being conducted on their behalf by PEA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. **RECITALS:** The Recitals stated above are true and correct and are incorporated by this reference into this Agreement.

2. **MBCP RESPONSIBILITY:**
 - 2.1. MBCP shall be responsible to engage PEA; prepare the scope of work for services to be provided by PEA; manage the PEA contract for the benefit of MBCP; make timely payments to PEA pursuant to the terms of the contract; directly supervise PEA staff; evaluate and accept deliverables.

 - 2.2. MBCP shall be responsible for sending a timely and accurate invoice to the City that reflects the City's equal share of the costs incurred by MBCP related to: (1) the inclusion of the City into MBCP; (2) PEA's provision of services related to the required Implementation Plan amendments; and (3) further staff and filing costs associated with additional California Public Utility Commission or Secretary of State filing requirements.

 - 2.3. The City shall not be responsible, in any way, for costs incurred by, or owed to PEA, except for their equal share as set forth in section 3.2.1 below.

3. **CITY'S RESPONSIBILITY:**
 - 3.1. City shall work cooperatively with MBCP in MBCP's administration and management of the PEA contract, including but not limited to the provision of data necessary for PEA's provision of services.

 - 3.2. Reimburse, on an equal-share basis, MBCP for the payments made by MBCP to PEA pursuant to the PEA contract.
 - 3.2.1. The City's equal share is \$6,000.

 - 3.2.2. Reimbursement is due within 30 days of receipt of an invoice from MBCP, but in no event later than December 4, 2019.

 - 3.3. Except as set forth in Article 5, the City shall have no obligation for any costs or liabilities beyond the equal share as set forth in section 3.2.1 or amended by the mutual agreement as set forth in section 4.2 below.

4. **TERM and TERMINATION:**
 - 4.1. The term of this Agreement will commence on the date first written above and, absent earlier termination pursuant to the provisions below, terminate on December 31, 2019.

 - 4.2. Parties may terminate this Agreement upon mutual written agreement.
 - 4.2.1. Termination of this Agreement in its entirety shall not excuse the City to make any outstanding reimbursement payments owed to MBCP.

5. Hold Harmless and Indemnification:

5.1. Each Party shall defend, hold harmless and indemnify the other Party and its directors, officers, agents and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions or other wrongful conduct of the indemnifying Party, its directors, officers, agents and/or employees.

5.2. This mutual and reciprocal hold harmless and indemnity obligation shall survive expiration or termination of this Agreement.

6. Amendment and Waiver: No change or modification of this Agreement shall be valid unless the same is in writing and signed by both Parties, and no verbal understanding, or agreement not incorporated herein shall be binding on any Party hereto.

7. Governing Law and Venue: This Agreement shall be construed and governed by the laws of the State of California, and any suit or action initiated by any Party shall be brought in the Superior Court for the County of Monterey, California, or the United States District Court for the Northern District of California.

8. Time of Essence: Time is of the essence in each and all of the provisions of this Agreement.

9. Benefit of Parties: The terms of this Agreement shall be binding and inure to the benefit of the Parties hereto and their successors and assigns.

10. Entire Agreement: This Agreement supersedes any and all agreements, either oral or written, between the Parties with respect to the subject matter of this Agreement and contains all of the representations, covenants, and agreements between the Parties with respect to the subject matter of this Agreement.

11. Independent Counsel: Each Party has had the opportunity to consult with its own attorney with respect to this Agreement, and in the event that any language contained herein is construed to be vague or ambiguous, this Agreement shall not be strictly construed against any Party.

12. Notice: Notice given under or regarding this Agreement shall be deemed given upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), or reputable overnight commercial delivery service. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

Tom Habashi, CEO
Monterey Bay Community Power Authority
70 Garden Court, 3rd Floor
Monterey, CA 93940
thabashi@mbcommunitypower.org

City Clerk's Office
City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434

13. Invalid Provision: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

14. Headings and Captions: The headings and captions used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of the Agreement or any part thereof.

15. Counterparts: This Agreement may be executed in counterpart originals, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement below, to be effective on the date first written above.

Date: _____	<u>City of Guadalupe</u> By: _____ Robert Perrault, Interim City Administrator
Date: _____	<u>Approved as to Form</u> By: _____ Philip Sinco, City Attorney
Date: _____	<u>Monterey Bay Community Power Authority</u> By: _____ Tom Habashi, CEO
Date: _____	<u>Approved as to Form</u> By: _____ Robert M. Shaw, General Counsel

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GUADALUPE AND THE CITY OF SOLVANG REGARDING PARTICIPATION WITH MONTEREY BAY COMMUNITY POWER

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the City of Guadalupe, a California municipal corporation and Charter City, hereinafter referred to as GUADALUPE, and the City of SOLVANG, a California municipal corporation, hereinafter referred to as SOLVANG (GUADALUPE AND SOLVANG hereinafter individually referred to as “party” and hereinafter collectively referred to as the “parties.”).

A. INTRODUCTION

During 2019, GUADALUPE and SOLVANG each pursued community choice energy programs for the purpose of providing choice in the electricity market, reducing greenhouse gas emissions, proving potential rate savings, supporting energy efficiency, promoting regional collaboration, and contributing to economic development. The two cities independently decided to join Monterey Bay Community Power (MBCP). On December 4, 2019, GUADALUPE and Solvang will become official members of MBCP.

As outlined in the MBCP Joint Powers Agreement, the agency is governed by two decision making bodies and one advisory body:

- The Policy Board is comprised of elected officials and meets quarterly to decide high level policy decisions.
- The Operations Board is comprised of City Managers or their designees and meets approximately eight times per year to decide finer detailed operational decisions. For purposes of this Memorandum of Understanding, the City Administrator of GUADALUPE shall be considered and referred to as a “City Manager.”
- The Community Advisory Council is comprised of community members and serves in an advisory role to the Policy Board and Operations Board.

MBCP is a large agency and to ensure manageable meetings, smaller jurisdictions share seats on the Policy Board and Operations Board. Jurisdictions with 50,000 or more residents have permanent seats, while smaller jurisdictions share seats based on geographic proximity. Since GUADALUPE and SOLVANG are smaller than 50,000 each, the two cities will share a Policy Board and Operations Board seat. Additionally, MBCP has communicated that the two cities may select one Community Advisory Council member.

B. PURPOSE

The purpose of this Memorandum of Understanding is to identify a clear framework between GUADALUPE and SOLVANG to share governance seats on Monterey Bay Community Power's Policy Board, Operations Board, and Community Advisory Council.

It should also be noted that community collaboration and regionalism was a key value of the effort to create a local community choice energy program. This Memorandum of Understanding seeks to encourage further regional collaboration.

C. SHARED SEATS

1. Policy Board - The Policy Board representative shall serve for a term of two years and shall alternate between cities. GUADALUPE shall provide the initial representative and will serve from December 1, 2019, until November 30, 2021, and thereafter shall rotate every two years between SOLVANG and GUADALUPE.

a. The City with the currently serving Policy Board representative shall distribute via email to both City Councils and City Managers the meeting minutes and any additional narrative deemed necessary after each Policy Board meeting to stay informed of policy, business or other related matters.

b. The Policy Board Director alternative shall be identified by the City currently holding the seat.

2. Operations Board - The Operations Board representative shall serve for a term of two-years and may be one of two options:

a. The City Manager for the City of the Policy Board representative; or

b. A director or deputy-director level staff member as determined by the City Manager of the Policy Board representative.

3. Community Advisory Council – There shall be one Community Advisory Council member that shall serve a two-year term and be selected by the current Policy Board Member and their alternative. The pool of Community Advisory Committee applicants shall include all registered voters residing in the cities of Solvang and Guadalupe. The City currently providing the Policy Board representative shall conduct the Community Advisory Council selection process.

4. In all cases, the elected officials, staff, or public representing the joint interests of GUADALUPE and SOLVANG, for purposes of the MBCP, shall consider the program purposes outlined in the Central Coast Community Energy Joint Exercise of Powers Agreement:

- a. Reducing greenhouse gas emissions;
- b. Providing electric power to customers at a competitive cost;
- c. Carrying our programs to increase energy efficiency;
- d. Stimulating and sustaining the local economy by developing local jobs in renewable energy and energy efficiency; and
- e. Promoting long-term rate stability and energy security and reliability for residents through local control of electric generation resources.

5. If a party fails to attend or otherwise comply with the Monterey Bay Community Power JPA and bylaws, and if the seat becomes vacated because of such conduct, the other party shall serve in that seat.

D. PROCESS

GUADALUPE City Council will appoint its respective Board Members for the two-year term by November 30, 2019. Terms shall run for two-years starting in December and concluding in November of odd-numbered years.

Future term appointees shall be made by alternating City Councils in November of the year that the term concludes (e.g., SOLVANG in 2021, GUADALUPE in 2023, SOLVANG in 2025, etc.).

E. PRINCIPAL CONTACTS

The principal contacts for this MOU are:

GUADALUPE: Name

SOLVANG Name

Role:

City Manager City Lead

Role:

City Manager, City Lead

F. COST OBLIGATION

Each party to this Memorandum of Understanding shall be financially responsible for absorbing costs incurred for their own participation on the Policy Board, Operations Board, and Community Advisory Council.

G. COMMENCEMENT/EXPIRATION DATE

This Memorandum of Understanding is executed as of the date of last signature and is effective until an additional local governmental agency within the Santa Barbara County jurisdiction joins MBCP, or GUADALUPE or SOLVANG withdraw from MBCP, or either party fails in good faith to resolve with the other party a conflict over a substantial issue concerning the MBCP or the parties' performance of this MOU. Prior to such termination, the party desiring to terminate this MOU shall provide the non-terminating party with written notice of its desire to terminate and the reason(s) therefore. Both parties agree to engage in a meet and confer process, and, in the case of termination based on a conflict over a substantial issue concerning the MBCP or the parties' performance of this MOU, the parties shall engage with one another in good faith to resolve the conflict. If a conflict still exists after such good faith negotiations, this MOU shall terminate upon thirty (30) days final written notice.

H. LIABILITIES

It is understood that neither party to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts, omissions or negligence of the other. Each party shall be responsible for its wrongful or negligent acts or omissions and those of its officials, officers, employees, and agents, howsoever caused, to the extent allowed by law, and shall be responsible for their own Commercial General Liability, Auto, Worker's Compensation and Errors and Omissions insurance and adherence to their respective City's policies. Each party to this Memorandum of Understanding agrees to indemnify, defend and hold the other, and their officials, officers, employees, and agents, against any liability, claim, personal injury, including death, or property damage caused by that party's negligence or willful misconduct in their performance under this Memorandum of Understanding.

I. NO ASSIGNMENT The rights and obligations of the parties to this Memorandum of Understanding may not be assigned or delegated.

J. AMENDMENT This Memorandum of Understanding may not be amended or modified in any manner whatsoever except by written agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR GUADALUPE:

Date:

Todd Bodem, City Administrator – City of Guadalupe

FOR SOLVANG

Date:

, City Manager

Date: _____

Philip F. Sinco
City Attorney, City of Guadalupe

Page 4

**REPORT TO THE GUADALUPE CITY COUNCIL
City Council Agenda of October 22, 2019**



**Prepared by:
Robert Perrault, Interim City Administrator**

**SUBJECT: DISCUSSION REGARDING THE DEVELOPMENT OF GUIDELINES AND PROCESS
FOR PLACEMENT OF PROCLAMATIONS ON THE AGENDA**

RECOMMENDATION:

It is recommended the Council provide staff with direction relative to development of guidelines and process to place proclamations on the Council agenda.

BACKGROUND:

Proclamations are located under the Ceremonial Heading of the City Council Agenda. Proclamations are often used to mark special occasions and events as well as recognize individuals and organizations that are important to the City and community of Guadalupe. In staff's opinion, the placement of proclamations on the agenda generally sets a positive tone early in the meeting for the conduct of City business.

Recently, the Council requested that a discussion regarding the proclamation guidelines and process be placed on the Council's agenda. In preparation for this report staff contacted a number of cities from within the region to survey their use of guidelines and process for proclamation. The following is the result of the survey. In addition Mayor Julian also completed and submitted Proclamation Guidelines for Council consideration:

City of Santa Maria (attachment #1.) - The City of Santa Maria has a written policy that guides the use of celebratory and recognition resolutions, proclamations and certificates. Relative to the portion of the policy that deals with proclamations, the City Manager is authorized to screen all requests for proclamations. Proclamations are signed by the Mayor. The City Manager may recommend that the Mayor issue an Administrative Proclamation (outside the normal) council meeting. Proclamations will not be placed on the Council Agenda if no one is available to accept the proclamation. The City of Santa Maria also makes use of Certificates of Recognition of individuals or group achievements.

City of Buellton- The City of Buellton has a very brief written statement contained in the excerpt from the "Agenda & Staff Report Preparation Handbook." (Please see attachment #2.) The

statement simply indicates that Proclamation requests should be made through and approved by the City Manager. According to an email from the City Clerk: “Typically, the Mayor or Council members will request a proclamation be presented during the Council Comments/ Items portion of the Council meeting and with Council consensus staff will draft the proclamation and have it available on the next Council Agenda.”

City of Arroyo Grande- the City of Arroyo Grande has a written policy contained in its City Council Handbook. (Please see attachment #3.) All requests for proclamations are subject to the review and approval of the City Manager or his/her designee or Mayor. Typically, requests are honored for presentation at a Council meeting only if the local representative from the requesting party can appear to accept the proclamation or certificate.

City of Solvang- Acting City Manager Bradford did not provide a written policy but indicated all requests are transmitted and approved by the Mayor.

City of Grover Beach- The city of Grover Beach does not have a written policy. Requests for proclamations are made through either the Mayor or the City Manager. Proclamations are reviewed for appropriateness and a determination is made as to when the proclamation is scheduled on the Council agenda.

Mayor Julian’s Guidelines – Mayor Julian’s Guidelines are attached. (Please see attachment #4.) Mayor Julian’s guidelines include basic criteria for proclamations, identify who may request a proclamation and indicate that all requests must be received in writing. The Guidelines also indicate the Mayor’s office reserves the right to approve or decline any proclamation request and to edit the drafted material for final wording.

Alternatives for Consideration:

1. The Council could endorse the Guidelines as proposed by the Mayor
2. The Council Could make changes to the Mayor’s Guidelines and then endorse the Guidelines as modified.
3. The Council provide direction to staff to develop a new guideline for review
4. The Council could choose to take no action at this time.

FISCAL IMPACT:

There is no fiscal impact associated with developing proclamation guidelines

ATTACHED:

1. City of Santa Maria Policy
2. City of Buellton Excerpt from Agenda Preparation Handbook
3. City of Arroyo Grande Excerpt from Council Handbook
4. Mayor Julian’s Guidelines

Proclamation Procedure

Hi there,

Per our conversation, below is our procedure with regard to Proclamations/Certificates. Please let me know if you need anything else.

**CITY OF SANTA MARIA
POLICY FOR PLACING RESOLUTIONS AND PROCLAMATIONS ON THE COUNCIL MEETING
AGENDA AND ISSUANCE OF CERTIFICATES**

Because of the potential for overuse of Council-adopted resolutions proclaiming certain activities and Mayoral proclamations which may tend to devalue the significance of resolutions and proclamations, the following policy guidelines and criteria are to be used in determining placement of an item on the City Council's agenda.

Resolutions

The City uses Resolutions as a means of recognizing groups or individuals. A Resolution is a formal written action of the City Council and must be agendized for a vote. Council-approved Resolutions are signed by the full City Council. Resolutions are not intended to be issued for religious observations, ethnic celebrations, endorsements of for-profit enterprises, or recognition that is not local in nature. The following criteria should be met before a request for a Resolution is placed on the City Council's agenda:

1. The Council will limit its endorsements of public interest groups to those groups which provide beneficial service to the community or groups whose actions enhance existing City programs. The City Council does not endorse products, promotional items, for-profit enterprises, or political groups.
2. The Council will consider Resolutions in conjunction with existing State, Federal and International Resolutions when the issue is of obvious City significance and may have a significant financial impact on the City. These items will be placed on the agenda at the request of the Mayor or a Councilmember.
3. If a business or professional association is to be considered for a Resolution, the individuals responsible for the action to be commended will be recognized rather than the business or association of which they are members. These are to be individuals who have made outstanding contributions in time, service, projects, etc.
4. The Council will consider endorsing only those groups and issues which have historically been recognized, and which are not controversial, inflammatory and/or of questionable discretion.

Proclamations

Proclamations are designed to proclaim something. Proclamations can designate day(s), week(s), or an entire month for a special purpose or event. Like Resolutions, Proclamations are usually not issued for religious observations, ethnic celebrations, endorsements of for-profit enterprises, or recognition that is not local in nature.

The City Manager is authorized to screen all requests for Proclamations. Proclamations are signed by the Mayor. The City Manager may recommend that the Mayor issue Administrative Proclamations (outside of the normal

Council meeting process) should s/he determine that an Administrative Proclamation is a more appropriate form of recognition based on the fact that the issue or event being proclaimed is of significance only to a small portion of the community rather than the entire community. Under the direction of the City Manager, Administrative Proclamations shall be designated with an "A" in their numerical sequence i.e. A2003 -01.

Staff initiated Resolutions or Proclamations require prior approval of the City Manager and require an agenda transmittal form and a brief agenda report.

A Proclamation or Resolution presentation will not be agendized at a Council Meeting if the recipient cannot be present at the Council Meeting to accept the item.

Certificates

The City of Santa Maria can also issue Certificates of Recognition when Proclamations are not appropriate. Certificates are used to acknowledge an individual or group achievement that has made an outstanding contribution to the community in time, service, project, etc. Certificates are to be given to individuals responsible for commendable action rather than the business or association of which they are members. They must be sponsored by the Mayor or a Councilmember. Certificates are issued at no charge to individuals and groups and only bear the signature of the Mayor or sponsoring Councilmember. Certificates are not eligible for presentation at a City Council meeting.

Criteria for Awarding Certificates:

- 1) Significantly noteworthy to the City of Santa Maria
- 2) Reserved for the most notable recipients – no more than five certificates will be presented at a time to one group or organization.
- 3) Examples are commendations, accomplishments, and acts of heroism.

CITY OF BUELLTON



AGENDA & STAFF REPORT PREPARATION HANDBOOK

Revised October 2011

INTRODUCTION

This handbook has been prepared in an effort to fully acquaint City staff with the various aspects of the agenda process and is intended to be a helpful guide in the preparation of agenda items. The office of the City Clerk is requesting that each department submitting information for City Council use the formats presented in the booklet when preparing agenda titles, staff reports, resolution, ordinances, etc. We intend to maintain consistency in the appearance of agenda material when presented to City Council. All of the information in this handbook also applies to the Redevelopment Agency.

The agenda process serves four purposes: communication, control, conformance to the law, and decision-making. As a communication purpose, the agenda informs department heads, City staff, City Council, the public and the press. As a control purpose, the agenda process provides a formal review of the City's business. All agenda items must be approved by the appropriate department heads, City Manager and (City Attorney regarding legal issues) before they reach the City Council. The Finance Director reviews items with fiscal impact. The purpose, costs and financing are all subject to this internal review.

Various provisions of State law mandate certain City Council agenda procedures. This handbook will help assure compliance with these requirements. The final purpose, the decision-making process, is the most important. This process regularly brings City business to the attention of the City Manager, City Attorney, and the City Council for consideration and action. The staff report should contain all background information so the City Council can make final decision.

City Council meetings are held the second and fourth Thursday of each month at 6:00 pm. It is standard practice for the City Council to conduct closed sessions, if necessary, immediately following the regular meeting. The Redevelopment Agency meetings are also held the second and fourth Thursday of each month immediately following the regular City Council meeting.

PLACING ITEMS ON AN AGENDA

The City Manager shall review all requests for placing an item on the City Council and Redevelopment Agency (RDA) Agendas. Any of the following entities or persons may request an item to be placed on an agenda through the City Manager: members of the City Council, members of boards and commissions, staff, and the general public. If the City Manager determines that an item should be brought to the City Council/RDA, the City Manager will place the item on the agenda and assign the appropriate staff member to prepare the staff report and attachments. If the City Manager feels that the item may not be appropriate for City Council/RDA consideration, the City Manager shall ask for City Council/RDA consensus for placing an item on the agenda before the entire City Council/RDA under "Council Items/RDA Items."

PROCLAMATION REQUESTS

Proclamation requests may be made by the same persons or entities as for any other agenda item and should be approved by the City Manager and placed on the consent calendar for approval by the City Council prior to being presented to the requesting party.

AGENDA SCHEDULE

The agenda schedule is structured to provide the City Council with copies of the completed agenda packet on Friday prior to the up-coming regular Thursday meeting. This allows the Council members to review the agenda materials over the next six days and allows them to ask preliminary questions of staff a few days before the Thursday evening meeting.

The agenda process begins ten (10) days before a City Council meeting. Listed below is a schedule, which may be used as a checklist in preparation of an agenda item.



CITY OF ARROYO GRANDE CITY COUNCIL HANDBOOK

**Adopted by the City Council:
April 10, 2018, Resolution No. 4848**

Updated: Nov 2018

2.6 Representation at Ceremonial Functions

The Mayor shall represent the Council at ceremonial functions. The Mayor may, at his/her own discretion, ask the Mayor Pro Tem or another Council Member to represent the Council at the function. Voluntary attendance at ceremonial functions by Council Members is encouraged.

2.7 Issuance of Proclamations, Commendations, Special Recognition

PROCLAMATIONS AND COMMENDATIONS: All requests for proclamations are subject to the review and approval of the City Manager or his/her designee, or Mayor. Proclamations and commendations are signed by the Mayor, and are prepared in response to the type of recognition requested (which may include recognition of individuals, groups, and events of significance to the Arroyo Grande community). Proclamations and commendations may be presented at a City Council meeting or at an outside event or meeting. Typically, requests are honored for presentation at a Council meeting only if a local representative from the requesting party can appear to accept the proclamation or certificate.

IN MEMORY OF: A meeting may be adjourned in memory of an individual at the direction of the Mayor or a member of the City Council. The announcement will be made following roll call. If the meeting is so adjourned, the individual's family will be mailed a letter by the City Clerk's Office acknowledging the adjournment.

2.8 Annual Events

There are a number of Annual Events that the Mayor and Council Members may attend or participate in, including but not limited to the following:

- a. City of Arroyo Grande Volunteer Recognition Dinner
- b. Arroyo Grande-Grover Beach Chamber of Commerce Annual Installation Dinner
- c. League of California Cities New Mayors and Council Members Academy
- d. Tip-A-Cop Dinner/Fundraiser for Special Olympics
- e. Strawberry Festival
- f. Arroyo Grande Grover Beach Chamber of Commerce Mega Mixer
- g. League of California Cities Annual Conference
- h. Harvest Festival Parade
- i. Village Christmas Parade
- j. Arroyo Grande Police Department Santa Cop Program
- k. Annual Holiday and Employee Recognition Luncheon

3. COUNCIL ADMINISTRATION

3.1 Salaries and Benefits

AGMC Chapter 2.04 sets forth that Council compensation is established by City Council Resolution. Currently, the Mayor and City Council Members receive a monthly salary of \$405.00. The City contributes an amount equivalent to that received by management employees towards the Mayor and Council Member's participation in medical, dental and vision insurance. Any unexpended amount shall not be distributed to the Mayor and Council Members in cash. If the Mayor and Council Members elect to opt out of medical, dental and vision, that individual will not receive the opt out amount.

2. COUNCIL ORGANIZATION & DUTIES

2.1 Newly-Elected Members

Newly-elected Council Members are sworn into office generally at a special meeting in December following a regular municipal election. Immediately upon election (even before being sworn into office), newly-elected Council Members are subject to the provisions of the Brown Act.

A reception is traditionally held immediately following the reorganization meeting.

2.2 Appointment of Mayor Pro Tem

The City Council appoints a Council Member as Mayor Pro Tem to serve the duties of Mayor in his/her absence.

The Mayor Pro Tem shall serve a term of one year.

The appointment of the Mayor Pro Tem takes place at the first meeting in December of each year.

It is the City Council's policy to rotate appointment of the Mayor Pro Tem based upon the seniority of City Council Members that have not yet served in the position of Mayor Pro Tem. City Council Members become eligible to serve as Mayor Pro Tem after serving on the City Council for a period of one year. If two Members of the City Council have the same seniority, the order of rotation will be based upon time served on a City Council appointed Commission and/or Committee prior to being elected to the City Council.

2.3 Meeting Duties of Mayor and Mayor Pro Tem

The Mayor shall preside at the meetings of the Council. If he/she is absent or unable to act, the Mayor Pro Tem shall serve until the Mayor returns or is able to act.

In the absence of the Mayor and Mayor Pro Tem, the City Clerk shall call the Council to order, whereupon a temporary Chairperson shall be elected by the members of the Council present.

2.4 Seating Order

Following the Council reorganization, the City Clerk shall designate the seating order for the Council dais. The Mayor Pro Tem shall sit to the Mayor's left.

2.5 Signing of City Documents

The Mayor, unless unavailable, shall sign all ordinances, resolutions, contracts/agreements and other documents which have been adopted by the City Council and require an official signature, except when the City Manager has been authorized by Council action to sign such documents. In the event the Mayor is unavailable or has a conflict of interest, the Mayor Pro Tem's signature may be used.



CITY OF GUADALUPE

PROCLAMINATION GUIDELINES

Proclamations are ceremonial documents to honor, celebrate or create awareness of an event or significant issue. They may be issued for:

- Public Awareness
- Charitable fundraising campaigns
- Non-profit organizations
- Arts and cultural celebrations
- Special honors, determined by the Mayor

Proclamations will not be issued for:

- For profit businesses, as an advertisement or commercial promotion
- Matters of political or religious nature
- Events or organizations with no direct relationship to the City of Guadalupe
- Campaigns or events contrary to city policies

GUIDELINES

- The Mayor's office reserves the right to approve or decline any proclamation request and to edit the drafted material for final wording.
- All proclamation requests will be reviewed on a case-by-case basis.
- An organization can request only one proclamation annually.
- A certificate of recognition or congratulatory letter is an alternative where the criteria for a proclamation are not met.

DRAFT PROCLAMATION GUIDELINE 8/12/19

If there are questions regarding Proclamations, please contact the City of Guadalupe, City Administrator Administrative Assistant at 805-356-3891. Direct requests can be sent to:

Mayor of Guadalupe
918 Obispo Street
Guadalupe, CA 93434

City Proclamation

Who can make a proclamation request?

- Requests must be made by a City of Guadalupe resident or employee.

How do you request a proclamation?

- All requests must be made in writing via email, hand-delivered, faxed or sent by U.S. Mail.

What should be included in the request?

- Please provide a contact person's first and last name, phone number, home address and email address.
- Provide a brief summary of the event or organization.
- Provide a specific name and date for the day, week, or month or event to be proclaimed.
- Provide the exact date the proclamation is needed.
- Each request must include a draft text of the proclamation, including four to five "whereas" clauses.
- Provide a mailing address to send the final proclamation or indicate of whether it will be picked up.
- Proclamations must fit on a single page and be in 12 point font, with room remaining for the Mayor's signature.