

REPORT TO THE GUADALUPE CITY COUNCIL
City Council Agenda of November 12, 2019



Prepared by:
Larry Appel, Contract Planning Director



Approved by:
Todd Bodem, City Administrator

SUBJECT: PUBLIC HEARING TO CONSIDER AMENDMENTS TO THE ACCESSORY DWELLING UNIT (ADU) ORDINANCE (CHAPTER 18.53) -REQUEST FOR CONTINUANCE TO DECEMBER 10, 2019

EXECUTIVE SUMMARY:

Staff was in the process of updating several sections of Chapter 18.53 to be consistent with changes to state law when it was learned that there were over 10 new bills going through Sacramento that addressed various aspects of Accessory Dwelling Units (ADUs). Staff had originally requested a continuance of the first reading to November 12, 2019 in order to incorporate any additional changes to the state law based on bills that were signed by the governor no later than October 13, 2019. Six bills related to ADUs were signed by the governor and are set to go into effect on January 1, 2020. In order to incorporate all the changes, staff is requesting that this first reading be continued until December 10, 2019. At the last meeting staff was also directed to evaluate any new submittals of ADUs utilizing the new provisions just approved by the state. While the ordinance is being updated, staff will prepare a Fact Sheet to be uploaded on the City's website so that residents will be able to better understand the various requirements of ADUs and Junior ADUs.

RECOMMENDATION:

It is recommended that the City Council:

- 1) Continue Ordinance 2019-480 to December 10, 2019 for first reading.

Attachment:
ADU Fact Sheet

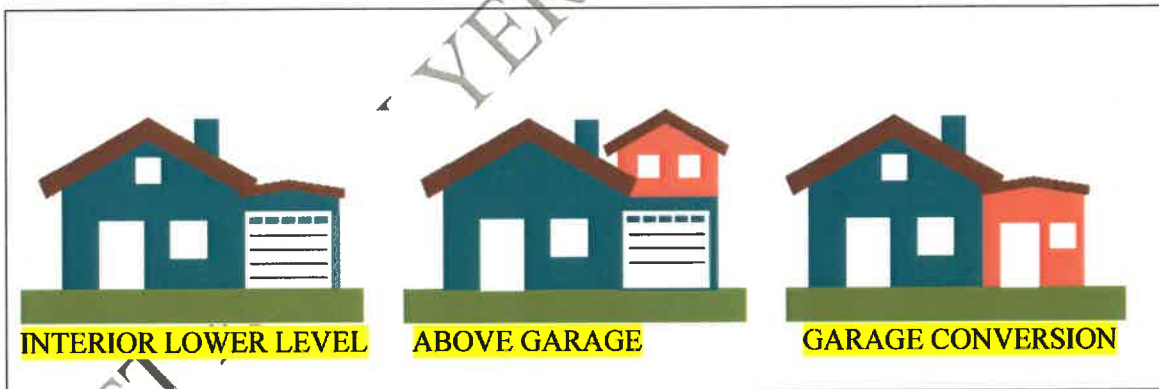


ACCESSORY DWELLING UNITS (ADUs) JUNIOR ADUs

Code Reference: Guadalupe Municipal Code Chapter 18.53 – Accessory Dwelling Units

Accessory Dwelling Units (ADUs—also known as “granny flats” or in-law apartments) are attached or detached residential dwelling units that are subordinate to a principal residence on the same lot and that provide complete independent living facilities for one or more persons. ADUs include permanent provisions for living, sleeping, eating, cooking, and sanitation.

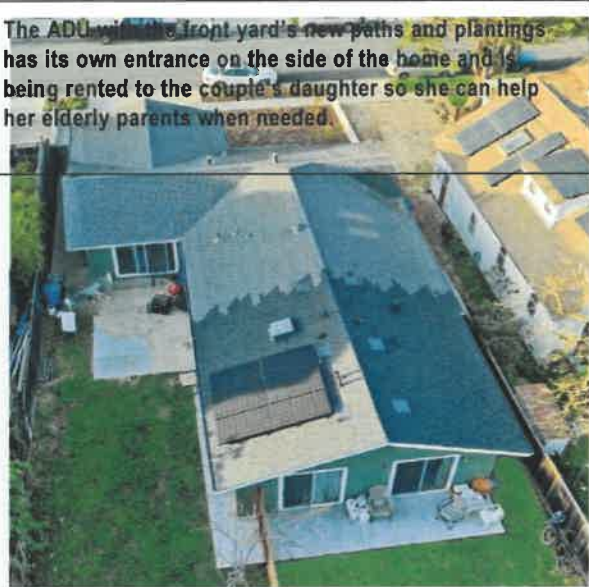
There are two types of ADUs, Accessory Dwelling Units (SADUs) and Junior Accessory Dwelling Units (JADUs). SADUs may be detached structures on the property or can be attached to the primary residence. They usually result in an increase in habitable floor space on the property when they are created. JADUs are created from existing habitable space (such as a bedroom) and are smaller than 500 square feet. The smallest size is 150 square feet.



Attached ADU Addition

Santa Cruz, California
Size: 500 square feet

The ADU with the front yard's new paths and plantings has its own entrance on the side of the home and is being rented to the couple's daughter so she can help her elderly parents when needed.



The area with the darker roof shingles is the ADU that was added onto the home of Carrie and Sterling Whitley.

Garage Apartment ADU
Denver, Colorado
Size: 360 square feet



Basement ADU

Portland, Oregon

Size: 796 square feet

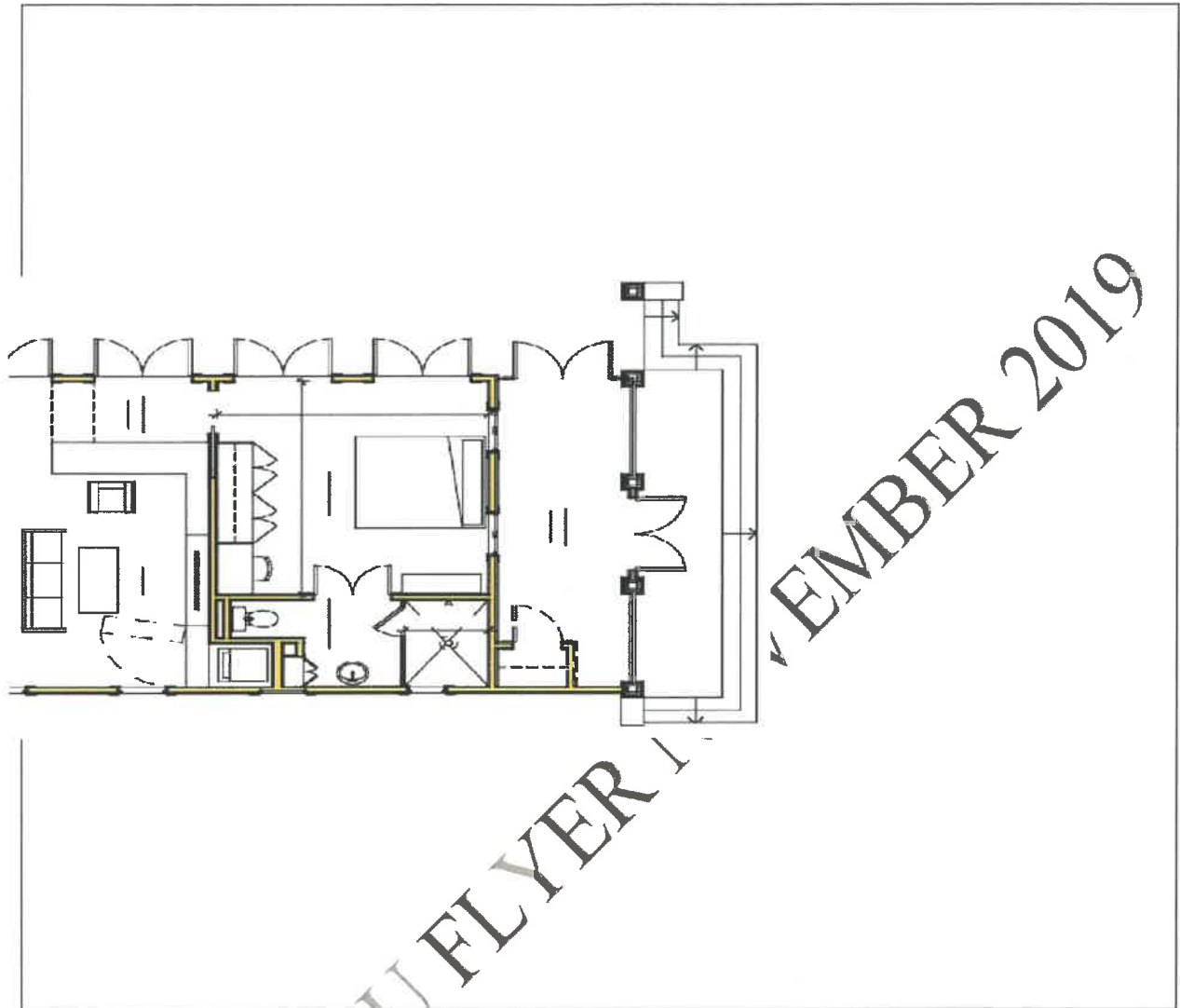
By lifting the house and digging beneath it, designers, engineers and builders turned a two-story, single-family home into a three-story, multifamily residence.



Detached ADU (One-Story) Decatur, Georgia Size: 800 square feet



Southern-style, one-bedroom ADU has an outdoor, wraparound porch that can be accessed without using steps. The design is in keeping with other buildings in the neighborhood.



Permitting Procedures:

All ADUs require a zoning clearance and building permit. To obtain the zoning clearance, you will need:

- A site plan showing the location of the principal residence, the location and type of the proposed ADU, and parking (if parking is required). The site plan is required even if the ADU is entirely within the envelope of your existing home. (This ADU requires a separate entrance from the main dwelling and from the exterior of the ADU)
- Floor plans of the principal residence and the proposed ADU.
- Elevations of all sides of the principal residence and the proposed ADU that involve exterior appearance changes. If the ADU will be in a new detached structure, submit photos of the primary residence for architectural context.
- In some instances, a topographic survey and grading plan also may be required.

To obtain the building permit, you will need:

- Floor plans;

- Detail construction drawings,
- All construction must comply with the building codes.

An application for an ADU that meets the applicable standards in the Guadalupe Municipal Code (GMC) is subject only to ministerial review and approval by the Planning Department. This means that the application may be approved by staff and no public hearing is required. Once the Zoning Clearance is cleared, construction plans may be submitted to the Building Department for review and processing.

Criteria for all Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADU):

Location

- On lots where ADUs are allowed, only one ADU or JADU per lot is permitted. Note: Multifamily dwellings – are permitted to have ADU and/or JADU. Contact Planning Staff for additional information.
- ADUs and JADUs are permitted in all residential zoned properties.
- ADUs and JADUs are not allowed on “constrained” land, where development capacity is limited because of conditions determined to be detrimental to public health, safety and welfare, such as soil instability or severe slopes.
- ADUs and JADU’s do not count toward the density requirements in the General Plan or zoning regulations.
- ADUs and JADUs may not exceed the building height limits applicable to the principal residence.
- ADUs and JADUs may be located entirely within the existing residence, attached to the existing residence, or detached in a separate structure. If a detached structure, the ADU must be separated from other habitable structures on the lot by at least 10 feet and must maintain at least a four foot setback from the side and rear yards.

Occupancy

- An ADU may not be rented for a term of less than 30 days.
- A deed restriction must be recorded with Santa Barbara County prohibiting the sale of the ADU as a separate residence and verifying that the unit complies with the City’s requirements.

Design

- ADUs shall incorporate architectural features, building materials and colors that are compatible with the principal residence.
- Outside stairways to the ADU shall not be in the front of the principal residence.
- A continuous paved pathway from the street to the front door of the ADU (called a “passageway”) is not required.

Building Safety

- A smoke alarm and carbon monoxide detector is required.
- Approval by the county health officer is required if a private sewage disposal system is used.
- A permanent foundation is required.
- All construction must comply with the Guadalupe Building Codes.

Criteria for Standard Accessory Dwelling Units (ADUs):

Size

- The total floor area of an ADU shall be no less than 150 square feet.
- The maximum floor area is limited to no more than 50% of the habitable floor area of the main unit if attached OR not to exceed 1200 square feet if detached.

Parking

One parking space per bedroom is required for an ADU, except that no parking is required where the ADU meets any of the following criteria:

- The ADU is located within 1/2 mile (measured by actual walking distance) of public transit with acceptable headways (frequency of bus arrivals).
- The ADU is located entirely within the existing principal residence and adds no habitable floor space to the property.
- The ADU is constructed by converting the existing garage. No parking is required for the primary residence after conversion of the garage. Off-street parking may be permitted within yard setbacks.
- The ADU is located in an area where on-street parking permits are required, but are not offered to the occupants of the ADU.

Note: If requesting a waiver from parking requirements, the applicant must submit evidence that the property meets one of the criteria above.

Where a parking space is required, it may be provided through any of the following methods:

- Conventional garages or carports
- Uncovered paved areas such as extended driveways
- Tandem parking
- Parking on other locations on the property (including within the setbacks), unless specific findings are made that parking in these areas is not feasible based on life safety conditions.

Garage Conversions and Additions

A garage may be converted to an ADU or JADU:

- Setback requirements shall not apply to an existing garage that is converted to an ADU, provided that any walls within setback areas comply with applicable building and fire codes.
- In the event an ADU is constructed above a garage, a setback requirement of not less than four (4) feet from the side and rear properties shall be required.

Building Safety

- ADUs shall not be held to a higher standard than the principal residence for fire sprinklers. Fire sprinklers shall only be required if they currently exist in the primary dwelling.

Criteria for Junior Accessory Dwelling Units (JADUs):

New provisions in the Guadalupe Municipal Code allow homeowners to develop a “Junior” Accessory Dwelling Unit (JADU) on their properties. JADUs are subject to many of the same requirements as Standard ADUs but are often easier to approve as they do not change the “footprint” of the principal residence. A JADU is located entirely within the existing walls of an existing residential unit. It is less than 500 square feet and incorporates an existing bedroom. A private bathroom is not required, provided that the JADU has full access to a bathroom in the principal residence. No off-street parking is required.

In addition, the JADU must include:

- An exterior entrance on the side or rear of the house (separate from the entrance to the primary residence). Outside stairways to a second floor JADU shall not be located in the front of the principal residence.
- An interior connection (e.g., an interior door) to the principal residence is required, if no restroom facilities are provided within the JADU.
- An efficiency kitchen, including a sink with a waste line no larger than 1.5 inches, a cooking facility with appliances that do not require electrical service greater than 120 volts and that do not use propane gas, and a food preparation counter no less than 6 feet in length.

JADUs are not considered separate dwelling units for fire protection purposes. A fire wall is not required between the unit and the primary residence, and no special noise attenuation measures are required.

For more information on Accessory Dwelling Units, please contact the Guadalupe Planning Department at 805-356-3903 or Guadalupe’s web site ci.Guadalupe.ca.us, Municipal Code Chapter 18.53 Accessory Dwellings.

REPORT TO THE CITY COUNCIL
Council Agenda of November 12, 2019



Prepared by:
Larry Appel, Contract Planning Director



Approved by:
Todd Bodem, City Administrator

SUBJECT:

Consideration of a Resolution authorizing staff to apply for a Planning Grants Program (SB 2) grant to be submitted to the Department of Housing and Community Development (HCD).

EXECUTIVE SUMMARY:

The SB 2 grant program is a non-competitive grant offered to all cities and counties within the state of California to increase the number of homes constructed each year, and to streamline the development process. The source of funding comes from additional charges for recording certain types of legal documents. Based on the additional revenue collected during 2018, the HCD staff were able to calculate, based on population, the amount of grant funds each agency could receive in the first round. Given the size of our city, the maximum amount available is \$160,000.

RECOMMENDATION:

It is recommended that the City Council:

- 1) Receive a short presentation from staff (Larry Appel, Contract City Planner); and
- 2) Adopt Resolution No. 2019-69 allowing the City Administrator and Contract Planning Director to submit the grant proposal.

BACKGROUND:

The principal goal of this program is to make funding available to all local governments in California for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production. This is the first year that this non-competitive grant has been offered in the state. In order to apply for the grant there are two prerequisites. Each local agency must have an approved Housing Element and completion and submission of the Annual Progress Report (APR) on the Housing Element. The Updated Guadalupe Housing Element was accepted by HCD on May 16, 2019 and the APR was submitted on June 19, 2019.

DISCUSSION:

The grant has two basic areas where funds can be requested. The first is for “Priority Policy Areas (PPAs)” which include: rezone to permit by-right, objective design and development standards, specific plans or form codes coupled with CEQA streamlining, accessory dwelling units and other innovative building strategies, and expedited processing. Our grant request includes one activity within the PPA category as we continue to update our Guadalupe Municipal Code with emphasis on ADUs and other methods that increase housing production and accelerate the development process. In this area, we have requested **\$10,000**.

The other area of the grant is for updating the General Plan, which is not under a PPA, but still acceptable for requesting grant funding. The first phase of this project would be to develop an updated General Plan utilizing a contract planning firm along with initial work from the Cal Poly draft study. We hope that the proposals returned to us will be within the range of funds that we are requesting for this element of the grant, **\$150,000**. We will need to apply for future grant cycles in order to have an environmental document prepared that covers the draft General Plan.

The Resolution attached to this staff report is required by HCD in order to ensure that the City Council fully supports the efforts of staff to obtain the grant funding as well as ultimately being responsible that the funds are expended according to the approved grant.

CONCLUSION:

Staff has invested many hours in complying with the requirements in the attached application packet and Resolution. Given the fiscal challenges the City has faced in the past, this grant provides an opportunity to update our General Plan and zoning ordinance so that the City can provide more housing opportunities to developers for a wide range of prices. Updates to the General Plan Land Use map will specifically increase housing density in two areas of the City. It will also allow an expansion of ADUs through implementation of new state legislation recently signed by the Governor.

ATTACHMENTS:

1. Resolution No. 2019-69
2. SB 2 Application

RESOLUTION NO. 2019-69

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE,
CALIFORNIA, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2
PLANNING GRANTS PROGRAM FUNDS**

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the City Council of the City of Guadalupe desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2) related to the PGP Program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Guadalupe does hereby find and determine as follows:

- Section 1. The City Council is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application released March 28, 2019 in the amount of \$160,000.
- Section 2. In connection with the PGP grant, if the application is approved by the Department, the City Administrator is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City's obligations related thereto, and all amendments thereto (collectively, the "PGP" Grant Documents").
- Section 3. The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application

in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

Section 4. The City Council's City Administrator is authorized to execute the City of Guadalupe's Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the City as required by the Department for receipt of the PGP Grant.

PASSED, APPROVED, AND ADOPTED this 12th day of November 2019 on motion of Councilmember _____ seconded by Councilmember _____, and on the following roll call vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF GUADALUPE

CITY OF GUADALUPE

BY: _____
Ariston Julian, Mayor

BY: _____
Todd Bodem, City Administrator

ATTEST:

AS TO FORM:

Joice E. Raguz, City Clerk

Philip F. Sinco, City Attorney

SB 2 Planning Grants Program Application



**State of California
Governor Gavin Newsom**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Ben Metcalf, Director
Department of Housing and Community Development**

2020 West El Camino, Suite 500
Sacramento, CA 95833

Website: <http://www.hcd.ca.gov/grants-funding/active-funding/planning-grants.shtml>

Email: sb2planninggrant@hcd.ca.gov

March 28, 2019
Revised July 10, 2019

SB 2 Planning Grants Application

Planning Grants Program Application Packaging Instructions

The applicant is applying to the Department of Housing and Community Development (Department) for a grant authorized underneath the Planning Grants Program (PGP) provisions of SB 2 (Chapter 364, Statutes of 2017). The PGP program is intended for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production. Please refer to the SB 2 Planning Grants Program Guidelines and Notice of Funding Availability (NOFA) for detailed information on eligible activities, applicants, and awards. If you have questions regarding this application or the PGP, email sb2planninggrant@hcd.ca.gov.

If approved for funding, this grant application will be a part of your Standard Agreement with the Department. In order to be considered for funding, all sections of this application, including attachments and exhibits if required, must be complete and accurate.

Pursuant to Section X of the NOFA, all applicants must submit a complete, signed, original application package and an electronic copy on CD or USB flash drive containing the following documentation, in the order listed below, to the Department by the specified due date in the Notice of Funding Availability (NOFA) in order to be considered for award:

- 1) A complete, signed, original application (the Department will only accept this **fillable pdf** as the application) with the following attachments:
 - a. **Attachment 1: State and Other Planning Priorities** (All applicants must submit this form to self-certify compliance)
 - b. **Attachment 2: Nexus to Accelerating Housing Production - NOTE:** if the applicant is proposing only Priority Policy Areas (PPA), as defined in section VIII, subsection (3) of the NOFA, do not fill out Attachment 2. However, if the applicant is proposing to fund PPAs AND other activities that are not considered PPAs, the application must demonstrate how these other activities have a nexus to accelerating housing production by filling out Attachment 2 of this application.
- 2) A fully executed resolution authorizing application for, and receipt of, PGP funds (see Attachment 3: Sample Resolution).
- 3) A fully executed Government Agency Taxpayer ID Form (available as a download from the SB 2 Planning Grants webpage at <http://www.hcd.ca.gov/grants-funding/active-funding/planning-grants.shtml>).
- 4) If the applicant is partnering with another local government or other entity pursuant to Article II, Section 200 of the SB 2 Planning Grant Program Guidelines (the "Guidelines"), include a copy of the legally binding agreement.
- 5) Other documentation (e.g., letters of support, scope of work, etc.) if needed.

NOTE: All local governments must submit a separate, signed application package, notwithstanding whether it will partner with another form of government or entity. Only one application per locality will be accepted by the Department. Joint applications are not allowed.

SB 2 Planning Grants Application

A. Applicant Information

Pursuant to Article II, Section 200 of the Guidelines, local governments may partner through legally binding agreements with other forms of governments or entities. However, all local governments must submit separate, signed application packages that identify their respective responsibilities and deliverables, even if partnering with other entities.

Is the applicant partnering with another eligible local government entity?		
<input type="checkbox"/>	*Yes	*If Yes, the application package must include a fully executed copy of the legally binding agreement. Provide the partners' name(s) and type(s) below for reference only.
<input checked="" type="checkbox"/>	No	

Complete the following Applicant information			
Applicant's Name		City of Guadalupe	
Applicant's Agency Type		Municipal City	
Applicant's Mailing Address		P.O. Box 908	
City		Guadalupe	
State	California	Zip Code	93434
County		Santa Barbara	
Website		ci.guadalupe.ca.us	
Authorized Representative Name		Todd Bodem	
Authorized Representative Title		City Administrator	
Phone	(805) 356-3891	Fax	(805) 343-5512
Email	tbodem@ci.guadalupe.ca.us		
Contact Person Name		Larry Appel	
Contact Person Title		Contract Planning Director	
Phone	(805) 287-9494	Fax	(805) 343-5512
Email	smlarry@aol.com		
Partner(s) Name (if applicable)			
Partner Agency Type			
Partner(s) Name (if applicable)			
Partner Agency Type			
Proposed Grant Amount	\$	160,000	

B. Applicant Certification

As the official designated by the governing body, I hereby certify that if approved by HCD for funding through the Planning Grants Program (PGP), the City of Guadalupe assumes the responsibilities specified in the 2019 Notice of Funding Availability and PGP guidelines, and certifies that the information, statements, and other contents contained in this application are true and correct.

Signature: _____ Name: Todd Bodem

Date: _____ Title: City Administrator

SB 2 Planning Grants Application

C. Threshold Requirements

Pursuant to Section 201(a) through (d) of the Guidelines, all applicants must meet the following threshold criteria in items 1-4 below to be eligible for an award.

1. Does the applicant have an adopted housing element found to be in substantial compliance by the Department on or before the date of the applicant's submission of their SB 2 Planning Grant application?		
<input checked="" type="checkbox"/>	Yes	Date of HCD Review Letter: May 16, 2019
<input type="checkbox"/>	No	
<input type="checkbox"/>	The Applicant requests HCD to consider housing element compliance threshold as met due to significant progress achieved in meeting housing element requirements.	

2. Has the applicant submitted to the Department the Annual Progress Report (APR) for the current or prior year on or before the date of submission of their SB 2 Planning Grant application?			
<input checked="" type="checkbox"/>	Yes	APR	Date Submitted
<input type="checkbox"/>		2017 CY Report	
<input checked="" type="checkbox"/>		2018 CY Report	June 19, 2019
<input type="checkbox"/>	No		

3. Is the applicant utilizing one of the Priority Policy Areas listed below (as defined in section VIII, subsection (3) of the NOFA)?						
<input checked="" type="checkbox"/>	*Yes	*If the applicant is proposing only Priority Policy Areas, <u>do not fill out Attachment 2</u> . However, if the applicant is proposing to fund PPAs AND other activities that are not considered PPAs, the application must demonstrate how these other activities have a nexus to accelerating housing production by filling out Attachment 2 of this application.				
	Rezone to permit by-right	Objective design and development standards	Specific Plans or form based codes coupled with CEQA streamlining	Accessory Dwelling Units or other low-cost building strategies	Expedited processing	Housing related infrastructure financing and fee reduction strategies
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	No	If an applicant is not proposing Priority Policy Areas, the application must include an explanation and document the plans or processes' nexus and impact on accelerating housing production based on a reasonable and verifiable methodology and must submit Attachment 2 in the Application pursuant to section VIII, subsection (3) of the NOFA.				
<input checked="" type="checkbox"/>	The applicant is proposing PPAs and other activities not considered PPAs and is demonstrating how these activities have a nexus to accelerating housing production by submitting Attachment 2.					

4. Does the applicant demonstrate that the locality is consistent with State Planning or Other Priorities, as certified in Attachment 1?	Yes	<input checked="" type="checkbox"/>	*No	<input type="checkbox"/>
*If No, consistency may be demonstrated through activities (not necessarily proposed for SB 2 funding) that were completed within the last five years, as certified in Attachment 1.				

5. Is a completed and signed resolution included with the application package? See Attachment 3, "Sample Resolution"	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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SB 2 Planning Grants Application

D. Proposed Activities Checklist (Section VI, items (1) through (17) of the NOFA)

Check all activities the locality is undertaking for their PGP efforts below. Activities must match Section E. Project Description, and Section F. Timeline and Budget.

1	<input checked="" type="checkbox"/>	updates to general plans, community plans, specific plans, local planning related to implementation of sustainable communities strategies, or local coastal plans
2	<input checked="" type="checkbox"/>	updates to zoning ordinances
3	<input type="checkbox"/>	environmental analyses that eliminate the need for project-specific review
4	<input type="checkbox"/>	local process improvements that improve and expedite local planning
5	<input type="checkbox"/>	a smaller geography with a significant impact on housing production including an overlay district, project level specific plan or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas
6	<input type="checkbox"/>	the creation or enhancement of a housing sustainability district pursuant to AB 73 (Chapter 371, Statutes of 2017)
7	<input type="checkbox"/>	workforce housing opportunity zone pursuant to SB 540 (Chapter 369, Statutes of 2017)
8	<input type="checkbox"/>	zoning for by-right supportive housing, pursuant to Government Code section 65651 (Chapter 753, Statutes of 2018)
9	<input type="checkbox"/>	zoning incentives for housing for persons with special needs, including persons with developmental disabilities
10	<input type="checkbox"/>	rezoning to meet requirements pursuant to Government Code Section 65583.2(c) and other rezoning efforts to facilitate supply and affordability
11	<input type="checkbox"/>	rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps)
12	<input type="checkbox"/>	pre-approved architectural and site plans
13	<input type="checkbox"/>	regional housing trust fund plans
14	<input type="checkbox"/>	funding plans for SB 2 Year 2 going forward
15	<input type="checkbox"/>	infrastructure financing plans
16	<input type="checkbox"/>	environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary and part of a proposed activity with a nexus to accelerating housing production
17	<input type="checkbox"/>	Other activities demonstrating a nexus to accelerating housing production

SB 2 Planning Grants Application

E. Project Description

*Provide a description of the project and the scope of work to be performed below. Use Appendix A for additional information if necessary. **Note:** If partnering with another local government or entity, be sure to clarify the responsibilities and deliverables of your locality pursuant to such partnership.*

General Plan Update:

The City of Guadalupe, incorporated in 1946, is a small agricultural service center located in northern Santa Barbara County about ten miles west of the City of Santa Maria. The two most prominent features of the landscape surrounding Guadalupe are the fertile agricultural lands that characterize the Santa Maria Valley, and the Santa Maria River which forms the northern boundary of the City.

The City has had varied growth over the years with most housing falling into the low or moderate income range. However, a large development (Pasadera) is currently under construction at the south end of the City that will ultimately bring 802 moderate to market rate homes to the City. The project also includes a retail commercial component with 21 acres of future development.

The City's current Regional Housing Needs Assessment (RHNA) requires the development of 50 units in various income ranges during the current housing cycle. Based on projects currently under construction, the City will more than double the required number of units, without assistance from the Pasadera development. However, the City is striving to increase housing stock for existing residents and incoming residents. This will ensure that growth in the Ag-Industry sector will have a sufficient employee base to cover expanded businesses.

The City's original General Plan was developed in 1989 and was updated in 2002. Since that time there have been no further updates until 2018 when a draft was prepared by Cal Poly San Luis Obispo students. That administrative draft has now been taken over by city staff for further processing.

Grant funds for SB 2 Cycle 1 will cover the costs for a planning firm, through competitive bidding, to prepare a Draft General Plan utilizing in part a 2018 draft GP by CalPoly. In addition to the mandatory elements, the City would request the firm to prepare the following elements: Public Facilities, Community Design, Health, Economic Development, and Environmental Justice.

Request for Proposals (RFPs) should go out late this year with a proposed start date of the Draft GP in the first quarter of 2020. It is anticipated that the draft will be completed around April 2021 at which time the CEQA review will begin.

Zoning Ordinance Update (including Accessory Dwelling Units): Please see Appendix B for additional information



SB 2 Planning Grants Application

F. Project Timeline and Budget

Project Name	Objective	Responsible Party	Est. Cost	Begin	End	Deliverable	*PPA	Notes
	Update the Guadalupe General Plan	Applicant	\$150,000	12/2/19	1/31/20	Prepare RFP and solicit bids for submittal no later than 1/31/20	Yes	
		Other		2/3/20	4/14/20	Workshop for consultants, select consultant, CC approve contract	No	
		Other		4/15/20	5/13/20	Public Outreach	No	
		Other		5/25/20	11/30/20	Preparation and submittal of Admin DEIR	No	
		Other		12/1/20	1/4/21	Return edits to consultant	No	
		Other		1/5/21	3/1/21	DEIR revised and submitted to city for circulation	No	
		Other		3/8/21	4/23/21	45-Day public review with environmental hearing	No	
		Other		4/26/21	5/18/21	Consultant finalize EIR/staff prepare staff report and Resolution	No	
		Other		5/19/21	5/20/21	Prepare legal notices for publication	No	
		Other		5/21/21	6/8/21	Prepare Council packets, public hearing for approval on 6/8/21	No	
		Other					N/A	
	Update Guadalupe Municipal Code (Chapter 18 zoning ordinance)	Other	\$ 10,000	3/28/19	12/10/19	Revised zoning ordinance to address state changes in ADU	Yes	Updates will be focused on clarity, efficiency in processing
		Other		3/28/19	6/11/19	Revised Definitions and Off-Street Parking (addressing ADUs)	Yes	
		Other		9/6/19	12/10/19	ADU/Jr. ADUs required further ZO updates based on new state bills	Yes	Tasks continued on App. A
		Total Est. Cost \$	10150					

*Priority Policy Area (PPA)

SB 2 Planning Grants Application

G. Legislative Information

District	#	Legislator Name
Federal Congressional District		U.S. Congressman Salud Carbajal, 24th District
		1431 Longworth House Office Building
		Washington, DC 20515
State Assembly District		Representative Jordan Cunningham
		State Capitol, Ste 4102
		Sacramento, CA 94249
State Senate District		Senator Hannah-Beth Jackson
		State Capitol, Room 2032
		Sacramento, CA 95814

Applicants can find their respective State Senate representatives at <https://www.senate.ca.gov/>, and their respective State Assembly representatives at <https://www.assembly.ca.gov/>.

SB 2 Planning Grants Application

Attachment 1: State and Other Planning Priorities Certification (Page 1 of 3)

Pursuant to Section 201(d) of the Guidelines, all applicants must demonstrate that the locality is consistent with State Planning or Other Planning Priorities by certifying that at least one activity was completed in 1) State Planning Priorities (i.e., Infill and Equity, Resource Protection, Efficient Development Patterns) or 2) Other Planning Priorities (i.e., Affordability, Conservation, or Climate Change). Consistency may be demonstrated through activities (not necessarily proposed for SB 2 funding) that were completed within the last five years.

Complete the following self-certification by selecting one or more of the policy areas in the following tables by inserting the date completed for each applicable action, briefly describing the action taken, and certifying.

State Planning Priorities

Date Completed	Brief Description of the Action Taken
Promote Infill and Equity	
<i>Rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas.</i>	
5/13/14	City Council adopts Water Master Plan Resolution (Reso 2014-25) to ensure sufficient water resources for existing and undeveloped property within the city.
<i>Seek or utilize funding or support strategies to facilitate opportunities for infill development.</i>	
5/13/14	Resolution 2014-25 provides sufficient water services to ensure full development of the vacant properties.
<i>Other (describe how this meets subarea objective)</i>	
2/28/14	Draft Wastewater Master Plan was also adopted by City Council as a way to verify that the City has sufficient capacity to process wastewater from existing and proposed.
Promote Resource Protection	
<i>Protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands; natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands; recreation lands such as parks, trails, greenbelts, and other open space; and landscapes with locally unique features and areas identified by the state as deserving special protection.</i>	
	Wetlands identified on City maps within the City as well as those on the perimeter of town are protected from impact. Existing parks have received grants for improvements
<i>Actively seek a variety of funding opportunities to promote resource protection in underserved communities.</i>	
	Funding has been provided to the City through multiple grants that are being used specifically to improve parks, trails, greenbelts and other open space.
<i>Other (describe how this meets subarea objective)</i>	
Encourage Efficient Development Patterns	
<i>Ensuring that any infrastructure associated with development, other than infill development, supports new development that does the following:</i>	
<i>(1) Uses land efficiently.</i>	

SB 2 Planning Grants Application

Attachment 1: State and Other Planning Priorities Certification (Page 2 of 3)

	<i>(2) Is built adjacent to existing developed areas to the extent consistent with environmental protection.</i>
	<i>(3) Is located in an area appropriately planned for growth.</i>
	<i>(4) Is served by adequate transportation and other essential utilities and services.</i>
	<i>(5) Minimizes ongoing costs to taxpayers.</i>
	<i>Other (describe how this meets subarea objective)</i>

Other Planning Priorities

Affordability and Housing Choices	
<i>Incentives and other mechanisms beyond State Density Bonus Law to encourage housing with affordability terms.</i>	
8/22/19	Worked with local developer (People's Self Help Housing) to process a development applications that provides 34 very low income units. Under construct
<i>Efforts beyond state law to promote accessory dwelling units or other strategies to intensify single-family neighborhoods with more housing choices and affordability.</i>	
10/11/18	Staff has updated the ADU ordinance three times and is in the process of harmonizing our ordinance with the recently signed ADU and Jr. ADU bills.
<i>Upzoning or other zoning modifications to promote a variety of housing choices and densities.</i>	
9/25/19	City Council approved Initiation of General Plan amendments on 9/25/19 to up zone two areas of town for medium to high density housing.
<i>Utilizing surplus lands to promote affordable housing choices.</i>	
9/25/19	Initiation of GPZ on 9/25/19 will convert excess Gen Commercial to high density residential
<i>Efforts to address infrastructure deficiencies in disadvantaged communities pursuant to Government Code Section 65302.10.</i>	
	All services are meeting state requirements. The Public Facilities Element of the Updated GP will fully address services.
<i>Other (describe how this meets subarea objective)</i>	

SB 2 Planning Grants Application

Attachment 1: State and Other Planning Priorities Certification (Page 3 of 3)

Conservation of Existing Affordable Housing Stock	
<i>Policies, programs or ordinances to conserve stock such as an at-risk preservation ordinance, mobilehome park overlay zone, condominium conversion ordinance and acquisition and rehabilitation of market rate housing programs.</i>	
<i>Policies, programs and ordinances to protect and support tenants such as rent stabilization, anti-displacement strategies, first right of refusal policies, resources to assist tenant organization and education and "just cause" eviction policies.</i>	
	The Escalante Meadows project, just deemed complete last week, is a Housing Authority of the County of Santa Barbara project which will replace 50 old units with 80 new units. See App A
<i>Other (describe how this meets subarea objective)</i>	
Climate Adaptation	
<i>Building standards, zoning and site planning requirements that address flood and fire safety, climate adaptation and hazard mitigation.</i>	
9/11/18	Recently adopted a Hazard Mitigation Plan that addresses Guadalupe impacts from flood, fire, and climate adaptation. (9/11/19).
<i>Long-term planning that addresses wildfire, land use for disadvantaged communities, and flood and local hazard mitigation.</i>	
9/11/18	The City recently adopted a Hazard Mitigation Plan, as part of a multi-jurisdictional effort, including the County Association of Governments, S.B. County, Guadalupe and the other seven cities.
<i>Community engagement that provides information and consultation through a variety of methods such as meetings, workshops, and surveys and that focuses on vulnerable populations (e.g., seniors, people with disabilities, homeless, etc.).</i>	
Mobility Wkshty	Multiple community forums for the draft GP and Housing Element Update, started in 2017 (4 workshops), and Resiliency Study and Mobility Study (4/22-25/19, multi workshops) have been conducted.
<i>Other (describe how this meets subarea objective)</i>	

State and Other Planning Priorities Certification

I certify under penalty of perjury that all of the information contained in this PGP State Planning and Other Planning Priorities certification form (pages 9, 10, and 11 of this application) is true and correct.

Certifying Officials Name: Todd Bodem

Certifying Official's Title: City Administrator

Certifying Official's Signature: _____

Certification Date: 11/7/19

SB 2 Planning Grants Application

Attachment 2: Application Nexus to Accelerating Housing Production

Fill out Attachment 2 only if the applicant answered “No” to item 3 in Section C or is utilizing Policy Priority Areas AND other activities not designated as such. Applicants answering “Yes” to question 3 in Section C and utilizing ONLY Priority Policy Areas are automatically deemed to demonstrate a nexus to accelerating housing production, and do not need to complete this form.

Pursuant to section VIII, subsection (4) of the NOFA, applicants shall demonstrate how the application includes a nexus to accelerating housing production. Please complete the following chart by providing information about the current conditions and expected outcomes with respect to the planned activity and housing production. Please attach documentation as necessary and see the NOFA for additional details.

Quantify how the activity accelerates production below and use Appendix B to explain the activity and its nexus to accelerating housing production if necessary.

Type (Select at least one)	*Baseline	**Projected	***Difference	Notes
Timing (e.g., reduced number of processing days)	2-4 months	1-2 months	2 months	All projects can be processed and approved without CC.
Development cost (e.g., land, fees, financing, construction costs per unit)	\$265	\$265	\$0 net	Cost overruns will be minimized, saving Gen Fund
Approval certainty and reduction in discretionary review (e.g., prior versus proposed standard and level of discretion)				
Entitlement streamlining (e.g., number of approvals)	3-4/ year	5-10/ year	+1-6/year	Several owners to take full advantage of zone changes
Feasibility of development				
Infrastructure capacity (e.g., number of units)				
Impact on housing supply and affordability (e.g., number of units)	3-4/year	5-10/year	+1-6/year	These are ADU figures and don't reflect other housing.

**** Baseline – Current conditions in the jurisdiction (e.g. 6-month development application review, or existing number of units in a planning area)***

*****Projected – Expected conditions in the jurisdiction because of the planning grant actions (e.g. 2-month development application review)***

******Difference – Potential change resulting from the planning grant actions (e.g., 4-month acceleration in permitting, creating a more expedient development process)***

SB 2 Planning Grants Application

Attachment 3: Sample Resolution

**RESOLUTION NO. 2019-XX
A RESOLUTION OF THE [CITY COUNCIL/COUNTY BOARD OF SUPERVISORS] OF
_____[CITY, COUNTY NAME]_____
AUTHORIZING APPLICATION FOR, AND RECEIPT OF,
SB 2 PLANNING GRANTS PROGRAM FUNDS**

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the [City Council/County Board of Supervisors] of _____ (City/County) desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

NOW, THEREFORE, THE [CITY COUNCIL/COUNTY BOARD OF SUPERVISORS] OF _____
RESOLVES AS FOLLOWS:

SECTION 1. The [City Council/County Board of Supervisors] is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application released March 28, 2019 in the amount of \$_____.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the [insert designee title, e.g. City Manager, Executive Office, etc] is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$_____, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the [City/County's] obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. The [City/County] shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The [City Council/County Board of Supervisors] hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The [insert the title of City Council/County Board of Supervisors Executive or designee] is authorized to execute the [City/County] of _____ Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the [City/County] as required by the Department for receipt of the PGP Grant.

ADOPTED _____, 2019, by the [City/County] Board of Supervisors of the County of _____
by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

ATTEST: APPROVED AS TO FORM: _____ County Executive

County Clerk County Attorney

SB 2 Planning Grants Application

Appendix A

Use this area for additional information if necessary.

Continuation of F. Project Timeline and Budget

Zoning Ordinance Update:

12/2/19 to 6/30/20 - Prepare updates to the Zoning Ordinance including chapters containing Design Review and Design & Development Requirements with the goal of simplifying the planning process, and providing various concessions when developing housing units. Some of these sections have not been revised in close to 40 years.

Attachment 1 - Escalante Meadows. This project will be built in phases with about half the old units demolished and then reconstructed. Those displaced will be given opportunities for housing in other HACSB portfolios. When the first phase is completed and ready to occupy, resident in the remaining old units will move into those new apartments. When the second phase is completed, the originally displaced residents will be given a first right of refusal to return to the second phase new homes.

Zoning Ordinance (continued from the E. Project Description)

The adopted zoning ordinance (Chapter 18 of the Guadalupe Municipal Code) was first adopted in 1980. Much of the ordinance remains in its original form. Over the years some sections have been modified or new sections inserted. The contract Planning Director has over the past year begun a systematic "repeal and replace" program to modernize the ordinance with the goal of removing uncertainty of development, and improving the time for processing applications which in turn assists with the increase in housing stock within the City.

The City has updated the zoning ordinance three times regarding Accessory Dwelling Units (ADUs), most recently in September 2019. That latest round was not finalized due to four pending ADU bills which will ultimately require the City's ordinance to be further modified. There is great anticipation by several local developers who will take full advantage of increasing the housing stock in town once it is certain that these bills will be signed by the governor.

Design Review and Design and Dev. standards will be amended and brought up to date which will provide clearer direction to the development community of how they can move forward with housing development within the City. The zoning ordinance update will continue to be prepared by the Contract Planning Director and will be completed prior to June 2020.

SB 2 Planning Grants Application

Appendix B

Use this page to explain the nexus to accelerating housing production or for project description.

Additional Project Description:

The City has worked diligently with local developers to process discretionary housing applications that ultimately result in construction of new homes. The primary source of new housing starts has been from the Pasadera development where the City processed applications to allow up to 802 single family homes. Other smaller projects have been approved which are providing affordable apartments (Escalante Meadows, Guadalupe Court, and Pioneer Street Apartments). Certificates of Occupancies have been issued for the following years, as follows: 2017- 69; 2018- 70; and 2019- 63. It is anticipated that 20 more homes will receive their C of O before the end of the year, bring this year's total to approximately 83. Three low income apartment complexes are under construction at this time for a total of 83 units. Updates to the Zoning Ordinance will ensure that projects move quickly through the planning process.

Updating the General Plan as well as the Zoning Ordinance will ensure that staff has the proper tools to encourage new development in the City. The changes to the ADU ordinance alone has the potential to double or triple the number of ADUs approved each year.

Timing: Originally, the ADU process required approval from City Council and some applications were denied due to inconsistencies with the parking standards. Even with an improved Administrative Use Permit (AUP), some applications were denied. Under the proposed changes to the ADU (Chapter 18.53), applications will have a much greater chance of approval with less government regulations. In sum, there will be more applications processed and they will have a much better chance of approval, and will take less time to process.

Please note that the total amount of the grant we are requesting is \$160,000. For some reason, the total from the column (\$150,000 for general plan + \$10,000 for zoning ordinance) does not equal \$160,000.

REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of November 5, 2019

151

Prepared by:
Michael Cash, Director of Public Safety

Approved by:
Todd Bodem, City Administrator

SUBJECT: Adoption of a Resolution Authorizing the City of Guadalupe to Enter into a Contract with BRYCER, LLC for the “Brycer Compliance Engine System.”

RECOMMENDATION:

It is recommended tht the City Council adopt a resolution approving the City of Guadalupe to enter into an agreement with BRYCER, LLC for the usage of the “Brycer Compliance Engine System” to help manage, verify, track, and maintaincurrent data for all levels of protection systems.

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, obtaining and maintaining current certification, documentation, and tracking system inspections by third party contractors. This process is very time consuming and dependent on 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 protection 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 help manage, verify, track, and maintain current data for all levels of protection systems.

On an annual basis, the "Brycer Compliance Engine System" would be utilized to record 25-30 business inspections involving between 165-170 separate units. The "Compliance Engine" would be used in reporting results of the initial, annual, and five (5) year inspection certification.

RESPONSE TO CITY COUNCIL QUESTIONS;

The main question the Council asked was, "How would this program affect residents and businesses regarding cost for the inspection service?" **Answer – No change in cost or service. This is a computer program tracking of inspections only. The Fire Department will continue to inspect businesses and apartments as usual and contractors will continue to inspect systems as usual. No changes in cost and the City fee schedule will remain the same.**

The Guadalupe City Council asked the following questions pertaining to the "Brycer Compliance Engine." Please find Brycer's answer to each question below.

1. How does Brycer select 3rd party contract inspectors to do inspections in Guadalupe?
1.) There is a list of contractors throughout the State of California. We (BRYCER) do not have our say in who does the inspection of a Fire Alarm, Fire Sprinkler or Hood Suppression System. This is selected by the property owner and/or property manager. In California, there are over 1,200+ contractors submitting reports to various Fire Departments through The Compliance Engine.

2. Does Brycer give local / area inspection contractors preference for inspections?
BRYCER does not play favorites or provide preferences.

3. What are our current inspection fees? (SEE ATTACHED INSPECTION FEE LIST)
The fee we (BRYCER) charges to the contractor when they submit a report is \$15. This is how BRYCER receives its revenue. There is no charge to the City, Fire Department or its constituents.

4. What would be the fees charged to area property owners for inspections from Brycer?
There are no fees to area property owners using "The Compliance Engine." The only fee there is when a contractor submits their Fire Sprinkler/Fire Alarm inspection to GFD via The Compliance Engine.

5. How does the Brycer fees impact our current fees? What is the difference in fees?
BRYCER fee does not impact Guadalupe's fees.

6. Does Brycer or inspection contractors have an established fee schedule to show Council?
As a reminder, we (BRYCER) charge the contractor \$15 when they upload their Fire Alarm, Fire Sprinkler and/or Hood Suppression report on an annual basis. Sometimes, hoods are tested on a semi-annual basis/frequency.

7. What is the current fee cost for inspections by our Fire Department?
BRYCER is not sure what the current cost of inspections are by the Guadalupe Fire Department. In most cases, AHJ's (Authority Having Jurisdiction's) do not have a cost or some may have a minimal cost for their internal inspections.

BRYCER has over 10,000 contractors (service providers) across the United States using their service, "The Compliance Engine." What BRYCER has seen is 58% of national contractors will pass the \$15 fee along to the business while 42% eat that cost.

The contractors have a great benefit in using "The Compliance Engine." In Guadalupe, there are Fire/Life Safety Systems that go untested, un-inspected and un-maintained year over year. All of these systems require at least an annual test and inspection. BRYCER is providing a free tool (The Compliance Engine) to AHJ's across the County to track these annual inspection on fire/life safety systems.

Some notable partners across the United States are listed below (only a few have been listed):

- **Santa Maria, CA**
- **Atascadero, CA**
- **San Luis Obispo, CA**
- **Paso Robles, CA**
- **San Jose, CA**
- **Los Angeles, CA**
- **Sunnyvale, CA**
- **Long Beach, CA**
- **Oxnard, CA**

- Seattle, WA
- Chicago, IL
- Nahant, MA
- Salt Lake City, UT
- Bellevue, WA
- Eugene - Springfield, OR
- Medford, OR
- Naperville, IL
- Austin, TX
- Corpus Christi, TX

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 help manage, verify, track, and maintain current data for all levels of protection systems at no cost to the City, and will likely result in some cost savings in terms of efficiencies by relieving Fire Department staff of this responsibility and permit staff to devote more time to other responsibilities. 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.

ATTACHMENTS

- 1. Copy of Billing Request Blank Form 2018**
- 2. GUA Summary of Benefits “BRYCER Compliance Engine”**
- 3. Resolution No. 2019-66**
- 4. Agreement**



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 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 on staff workload. The State 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
- No cost to the 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

City of Guadalupe

918 Obispo St, Guadalupe CA 93434

Date: _____

Invoice:

	Fee	Insp. #	Total
Business Fire Inspection (First inspection only)			
Up to 2,500 sq. ft.	32.00		-
2,501 to 5,000 sq. ft.	60.00		-
5,001 to 10,000 sq. ft.	119.00		-
10,001 to 25,000 sq. ft.	238.00		-
25,001 to 50,000 sq. ft.	397.00		-
Every 25,000 sq. ft. or fraction thereof above 50,001 sq. ft.	138.00		-
Home health care/child facility inspection fee.			
8 or less occupants/children	79.00		-
9 - 15 occupants/children	119.00		-
Schools	238.00		-
Assembly Special Event (50 or more People)	119.00		-
Doctors offices/ Clinic	119.00		-
Hotels/Motel/Bed-and -Breakfast (Initial/Annual)			
10 or less units	119.00		-
11 to 25 units	159.00		-
26 to 50 units	238.00		-
51 to 75 units	397.00		-
76 to 100 units	518.00		-
Every 50 units or fraction thereof above 100 units	173.00		-
Multi-Family Dwellings (Initial/Annual)			
10 or less units	119.00		-
11 to 25 units	159.00		-
26 to 50 units	238.00		-
51 to 75 units	397.00		-
76 to 100 units	518.00		-
Every 50 units or fraction thereof above 100 units	173.00		-
Campground/RV Park (8.36.030) (Initial/Annual)			
20 or less campsites	79.00		-
21 or more campsites	119.00		-
Commercial Hood Inspection - Annual	79.00		-
Emergency response (Criminal Activity or Negligence)			
Initial response (First Hour) (Full Cost Recovery)			-
Per additional hour	150.00		-
False Alarm (907.10.1) (Third and subsequent alarms)			
Each additional false alarm during calendar year	329.00		-
Fireworks Stand	79.00		-

SUB TOTAL: -

MISCELLANEOUS:

Hrs

Additional Inspection/follow-ups (Minimum charge per Hour)	60.00		-
Code Enforcement (Third and subsequent notice)	79.00		-
Weed Abatement (Full Cost Recovery)			-
Hazmat Clean-up (Full Cost Recovery)			-
Business license Fee within City limits (refer to proration guidelines)	-		-
Outside business or Home Occupation (refer to proration guidelines)	-		-

For businesses that have physical addresses outside city limits
NO INSPECTION REQUIRED

Make Check Payable to: **City of Guadalupe**
P.O. Box 908
Guadalupe CA 93434

SUB TOTAL: -

TOTAL: -

DBA: _____

Address: _____

Owner/Manager: _____

Phone: _____

Comments: _____ Performed By: _____

Signature: _____

Date: _____

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 12th day of November, 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 November 12, 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").

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.**
- 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.
- 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.

REPORT TO THE GUADALUPE CITY COUNCIL
City Council Agenda of November 12 2019



Prepared by:
Shannon Sweeney, Public Works Director/City Engineer
Chief Michael Cash, Director of Public Safety



Approved by:
Todd Bodem, City Administrator

SUBJECT: Basic Emergency Preparedness

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2019-72 approving the purchase of two generators, electrician and other services to set up the generators, and sewer monitoring devices needed to improve the City's ability to meet basic public health and safety needs during emergency conditions.

EXECUTIVE SUMMARY:

The recent power outages have highlighted the need for the City to provide basic services in the event of an emergency such as a sustained power outage or earthquake. Staff has identified the need for a generator to maintain basic public safety services at City Hall and a generator and sewer monitoring equipment to maintain sewer conveyance at its largest lift station.

BACKGROUND:

The City has some equipment to maintain minimal City services in the event of an emergency. This equipment includes a generator to maintain water service for up to five days without refueling, two generators to maintain wastewater treatment for a week without refueling, and two mobile generators to provide lighting and minimal communications.

After the devastating Camp Fire that destroyed most of the town of Paradise, electric utility companies have begun sustained preemptive power outages in advance of weather conditions that are believed to be precursors to large wildfires. In October, the first major rollout of this policy resulted in multi-day power outages for over 739,000 Californians.

City staff took stock of its emergency preparedness in the light of this new reality, and identified the need for a minimum of two generators, electrician and other services to set up the generators, and sewer monitoring devices to respond to sewage backups before sewage overflows.

DISCUSSION:

During emergencies, it is vital for the City to maintain basic services including water supply, wastewater conveyance and treatment, and Public Safety. In addition, the City needs to be prepared to take care of the basic needs of its most vulnerable residents.

Some of this emergency preparedness has already occurred. The City is in decent shape to handle minor emergencies. However, in light of multi-day widespread power outages that may occur simply because of unfavorable weather conditions and the ever present specter of a potential large earthquake, City staff determined that a higher level of emergency preparedness is warranted.

Ideally, the City would have on-site generators to supply emergency power to all of its remote facilities and potential response locations. However, the City must balance its desire for emergency preparedness with other fiscal responsibilities. At a minimum, the City needs one generator and sewer monitoring equipment to maintain sewer conveyance at its largest lift station, and one generator to maintain basic services at City Hall.

CalOES, the Governor's Office of Emergency Services, has recently made \$10 million in funds available up to \$500,000 per incorporated city to procure fixed, long term emergency electrical generation equipment, continuity plans, risk assessments for critical infrastructure, post event reports, public education materials or supplies to prepare for electric disruption. The City is applying for this competitive grant. Funds can be applied towards qualifying purchases made after July 2019. The application deadline is November 12, 2019.

FISCAL IMPACT:

The City budgeted \$50,000.00 in FY 2019-20 for sewer line cleaning. Given the recently identified priority need for better emergency preparedness, staff recommends that \$38,000 of this budget item be reallocated to the purchase of one generator, electrical services to set up the generator, and sewer manhole monitoring devices to give City staff more time to respond to an electrical outage before a sewer overflow.

A generator and wiring for City Hall is estimated to cost \$42,000. Adequate funds are available in the safety equipment budget to cover this expense.

Since time is of the essence, city funds will initially cover these purchases. Any grant funds received will offset these expenditures.

Attachments:

1. Resolution No. 2019-72 approving purchase of two generators and ancillary equipment and services needed to improve the City's emergency preparedness.

RESOLUTION NO. 2019-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE AUTHORIZING THE PURCHASE OF TWO GENERATORS, ELECTRICIAN AND OTHER SERVICES TO SET UP THE GENERATORS, AND SEWER MONITORING DEVICES TO IMPROVE CITY EMERGENCY PREPAREDNESS.

WHEREAS, City emergency preparedness is vital for maintaining basic public health and safety functions and,

WHEREAS, the City of Guadalupe has some emergency preparedness, but not sufficient to address the new reality of potential multi-day Public Safety power shutdowns;

NOW, THEREFORE, BE IT RESOLVED:

That City Council authorize staff to spend \$38,000 to purchase a generator, including set up services, and sewer monitoring devices to improve its emergency preparedness in wastewater, and an additional \$42,000 for a generator and set up services to power basic City Hall needs.

PASSED AND ADOPTED at a regular meeting on the 12th day of November, 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. 2019-72**, has been duly signed by the Mayor and attested by the Deputy City Clerk, all at a regular meeting of the City Council, held November 12, 2019, and that same was approved and adopted.

ATTEST:

Joice Earleen Raguz, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Phillip Sinco, City Attorney

**REPORT TO THE GUADALUPE CITY COUNCIL
City Council Agenda of November 12, 2019**

 for Bob.

Prepared by:
Robert Perrault, Former Interim City Administrator



Approved by:
Todd Bodem, City Administrator

SUBJECT: Proclamation Guidelines and Process

RECOMMENDATION:

It is recommended the Council by motion approve the recommended Proclamation Guidelines and Process document.

BACKGROUND:

During the Council meeting of October 22nd the Council held a discussion on the development of proclamation guidelines and process. At the conclusion of the discussion the Council directed staff to develop the proposed Proclamation Guidelines and Process document. Attached is a copy of the proposed document based on Council input. The following are key points included in the proposed document:

Proclamations may be issued for the following:

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

Key points of the process for submitting requests:

- Requests will be made by a City of Guadalupe employee or resident
- Requests will be made on a form obtained from and submitted to the City Administrator/Mayor's Office
- Requests will be reviewed by the City Administrator/Mayor for compliance with base criteria
- The Mayor will make a final determination on requests to be forwarded to the Council under the **Future City Council Agenda Items** section of the Council Agenda

- Council will determine the scheduling of a Proclamation for a future agenda by consensus/ direction
- The Mayor will determine if the Proclamation is to be issued as a “ Mayor’s Proclamation” or “Mayor on behalf of the City Council Proclamation”

FISCAL IMPACT:

There is no significant expenditure associated with the City’s issuing of a proclamation.

ATTACHMENTS

1. Proclamation Guidelines and Process



PROCLAMATION GUIDELINES AND PROCESS

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

Process for submitting a request for a proclamation:

- Requests will be made by a City of Guadalupe employee or resident
- Requests will be made on a form obtained from and submitted to the City Administrator/ Mayor's Office
- Requests will be reviewed by the City Administrator/ Mayor for compliance with base criteria
- The Mayor will make a final determination on requests to be forwarded to the Council for consideration for scheduling under the **Future City Council Agenda Items** section of the Agenda.
- Council will determine the scheduling of a proclamation for a future agenda by consensus/ direction
- The Mayor will determine if the proclamation is to be issued as a "Mayor's Proclamation" or a "Mayor on behalf of the City Council Proclamation"

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

What should be included on the request form?

- A contact person's first and last name, phone number, home address and email address
- A brief summary of the event or organization
- A specific name and date for the day, week, or month or event to be proclaimed
- The exact date the proclamation is needed
- Each request must include a draft text of the proclamation, including four to five "whereas" clauses
- Indicate who will be present on the organization or individual's behalf to accept the proclamation
- Proclamations must fit on a single page and be in 12 point font, with room remaining for the Mayor's signature

If there are questions regarding proclamations please contact the City of Guadalupe City Administrator or Administrative Assistant at 805-356-3891. Completed request forms can be sent to:

Mayor of Guadalupe
918 Obispo Street
Guadalupe, CA 93434

**REPORT TO THE GUADALUPE CITY COUNCIL
City Council Agenda of November 12, 2019**

 for Bob.

Prepared by:
Robert Perrault, Former Interim City Administrator



Approved by:
Todd Bodem, City Administrator

SUBJECT: Appointment of Policy Board Member and Alternate and an Operations Board Member and Alternate to the Monterey Bay Community Power Authority (MBCP)

RECOMMENDATION:

It is recommended the Council adopt Resolution No. 2019-73 appointing city officials to serve as board members and alternates for the Monterey Bay Community Power Authority (MBCP) Policy and Operations Boards.

BACKGROUND:

In August, the Council authorized the City to join as a member of the Monterey Bay Community Power Authority (“Authority” or “MBCP”). Joining the Authority will enable local customers to have certain choices relative to the source of electrical power and potentially, some cost savings. The City is in the process of completing the enrollment process to become full members of the Authority. The enrollment process is expected to be completed in the coming weeks and with seating of governance board members in Monterey on December 4th.

According to MBCP rules, a member jurisdiction with a populations of less than 50,000 will share a full set of seats with another member jurisdiction within the region of a similar size. In late October, the Guadalupe City Council and the Solvang City Council approved a Memorandum of Understanding outlining how the set of governance seats would be shared between the two member cities. According to the MOU, the set of seats will be rotated every two years with the City of Guadalupe taking the lead for the first two years with a term beginning in December of 2019. The set of governance seats consist of the following:

1. The Policy Board - this board consists of elected officials and meets quarterly to make high level policy and budget decisions. The City Council will need to designate one of its members to serve as the representative and a member to serve as an alternate for the first two-year term.
2. The Operations Board - This board is comprised of the Chief Executive Officer or his or her designee for the member jurisdiction. The Operational Board will meet on a more

frequent basis to discuss operational issues. Staff is recommending the Council designate the City Administrator as the representative to the Operational Board and the Public Works Director as the alternate for the first two- year term.

3. Community Advisory Council - The City Community Advisory Council will provide input to the Policy Board and Operations Board on community programs that meet the objectives of MBCP. The Community Council member will be selected by the Policy Board member and their alternate through a separate solicitation process that the City of Guadalupe will need to complete at a later date.

Staff is recommending the Council appoint the required members by Resolution.

FISCAL IMPACT:

There will be a minimal impact to the City's General Fund based on the need of members to travel to periodic meetings throughout the region.

ATTACHMENTS

1. Resolution No. 2019-73 making appointments to MBCP
2. Copy of MOU between the City of Guadalupe and the City of Solvang

RESOLUTION NO. 2019-73

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE
APPOINTING COUNCIL MEMBERS TO SERVE A TWO- YEAR TERM
AS A REPRESENTATIVE AND ALTERNATE ON THE POLICY BOARD
AND APPOINTING STAFF MEMBERS TO SERVE AS REPRESENTATIVE
AND ALTERNATE TO THE OPERATIONS BOARD FOR THE MONTEREY
BAY COMMUNITY POWER AUTHORITY (MBCP)**

WHEREAS, on August 27, 2019, the City Council adopted Ordinance No. 2019-479 authorizing the City to establish a community choice program as permitted by Public Utilities Code Section 366.2 (c) (12) and adopted a resolution authorizing the City to join Monterey Bay Community Power (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 Joint Powers Agreement to further expand MBCP membership to include the City; and,

WHEREAS, the Joint Powers Agreement between and among all of the MBCP requires that cities with less than 50,000 in population are required to share seats in the governance structure for MBCP; 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, the City of Guadalupe and the City of Solvang have entered into a Memorandum of Understanding that determines that the seats on the Policy Board and the seats on the Operations Board to the MBCP shall be shared and rotated between the cities every two years; and,

WHEREAS, the Memorandum of Understanding between the City of Guadalupe and the City of Solvang further determines that the seats on the Policy Board and the Operations Board shall be City of Guadalupe members for the first two-year term commencing in December 4, 2019, and ending on Dec 4, 2019.

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

SECTION 1. The City Council appoints Council member _____ to serve as representative and Council member _____ to serve as alternate to the MBCP Policy Board for a two-year term commencing on December 4, 2019.

SECTION 2. The City Council appoints the City Administrator to serve as representative and the City Public Works Director, to serve as alternate to the MBCP Operations Board to a two-year term commencing on December 4, 2019.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 12th day of November 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. 2019-73** has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held November 12, 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

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, 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 – City of Solvang

Date: _____

Philip F. Sinco
City Attorney, City of Guadalupe