



## City of Guadalupe AGENDA

### Regular Meeting of the Guadalupe City Council Tuesday, May 12, 2020 at 6:00 pm City Hall, 918 Obispo Street, Council Chambers

Pursuant to Governor's Executive Orders N-25-20 and N-33-20: All residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19.

The City Council meeting will be broadcast live on Charter Spectrum Cable Channel 20.

If you choose to attend the City Council meeting in person, you should maintain appropriate social distancing. Seating will be limited.

If you choose not to attend the City Council meeting but wish to make a comment during oral communications or on a specific agenda item, please submit via email to [juana@ci.guadalupe.ca.us](mailto:juana@ci.guadalupe.ca.us) no later than 1:00 pm on Tuesday, May 12, 2020. Every effort will be made to read your comment aloud into the record, subject to the 3-minute time limit.

Please be advised that, pursuant to State Law, any member of the public may address the City Council concerning any item on the Agenda, before or during Council consideration of that item. Please be aware that items on the Consent Calendar are considered to be routine and are normally enacted by one vote of the City Council. If you wish to speak on a Consent Calendar item, please do so during the Community Participation Forum.

The Agenda and related Staff reports are available on the City's website: [www.ci.guadalupe.ca.us](http://www.ci.guadalupe.ca.us) Friday before Council meeting.

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this agenda will be made available the Friday before Council meetings at the Administration Office at City Hall 918 Obispo Street, Monday through Friday between 8:00 am and 4:30 pm, and also posted 72 hours prior to the meeting. The City may charge customary photocopying charges for copies of such documents. Any documents distributed to a majority of the City Council regarding any item on this agenda less than 72 hours before the meeting will be made available for inspection at the meeting and will be posted on the City's website and made available for inspection the day after the meeting at the Administrator Office at City Hall 918 Obispo Street, Monday through Friday between 8:00 am and 4:30 pm.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, including review of the Agenda and related documents, please contact the Administration Office at (805) 356.3891 at least 72 hours prior to the meeting. This will allow time for the City to make reasonable arrangements to ensure accessibility to the meeting.

## **ROLL CALL:**

Council Member Tony Ramirez  
Council Member Eugene Costa Jr.  
Council Member Liliana Cardenas  
Mayor Pro Tempore Gina Rubalcaba  
Mayor Ariston Julian

## **MOMENT OF SILENCE**

## **PLEDGE OF ALLEGIANCE**

## **SWEARING IN**

- Frank Medina – Police Sergeant
- Jacob Nunez – Fire Engineer

## **AGENDA REVIEW**

At this time the City Council will review the order of business to be conducted and receive requests for, or make announcements regarding, any change(s) in the order of the day. The Council should by motion adopt the agenda as presented or as revised.

## **COMMUNITY PARTICIPATION FORUM**

Each person will be limited to a discussion of three (3) minutes or as directed by the Mayor. This time is reserved to accept comments from the public on Consent Calendar items, Ceremonial Calendar items, Closed Session items, or matters not otherwise scheduled on this agenda. Pursuant to provisions of the Brown Act, no action may be taken on these matters unless they are listed on the agenda, or unless certain emergency or special circumstances exist. City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

## **CEREMONIAL CALENDAR**

- Proclamation – Designation of May 22, 2020, as “National Poppy Day” in honor of our fallen.
- Volunteer Service Award to Jim Ritterbush, Honorary Firefighter – Last 4 years donated over \$30,000 dollars’ worth of service to repairing department fire engine – Presented by Michael Cash, Director of Public Safety.

## **CONSENT CALENDAR**

The following items are presented for City Council approval without discussion as a single agenda items in order to expedite the meeting. Should a Council Member wish to discuss or disapprove an item, it must be dropped from the blanket motion of approval and considered as a separate item.

1. Waive the reading in full of all Ordinances and Resolutions. Ordinances on the Consent Calendar will be adopted by the same vote cast as the first meeting, unless City Council indicates otherwise.
2. Approve the Minutes of the City Council Regular Meeting of April 14<sup>th</sup> and April 28, 2020 to be ordered filed.
3. Approve second reading of Ordinance No. 2020-487 Amendments to Guadalupe Municipal Code Chapters 4.04 and 4.05 concerning purchasing requirements and contracting for public projects.
4. Adopt Resolution No. 2020-36 approving the extension of the contract with Badawi & Associates for auditing services for fiscal year 2019-20.
5. **MONTHLY REPORTS FROM DEPARTMENT HEADS**
  - a. Planning Department Report for April 2020
  - b. Building Department Report for April 2020
  - c. Public Works / City Engineer Department Report for April 2020

**CITY ADMINISTRATOR REPORT:** (Information Only)

**DIRECTOR OF PUBLIC SAFETY REPORT:** (Information Only)

## **PUBLIC HEARING**

6. **Authorizing the City's submission to the State of California of one or more application(s) for the purpose of supplementing existing contract # 17CDBG12099 in the aggregate amount, not to exceed \$820,000.**

Written Report: Thomas Brandeberry, RCDCC

**Recommendation:** That the City Council adopt Resolution No. 2020-32 authorizing the City's submission to the State of California of one or more application(s) for the purpose of supplementing existing contract # 17CDBG12099 in the aggregate amount, not to exceed, \$820,000, for the following CDBG activities, pursuant to the January 2020 CDBG NOFA:03D Youth Center \$820,000.

7. **Ordinance No. 2020-488 to amend Guadalupe Municipal Code to permit a consultant to serve as the City’s Building Official.**

Written Report: Philip F. Sinco, City Attorney

Recommendation: That the City Council introduce Ordinance No. 2020-488 that will permit a qualified professional consultant to serve as the City’s Building Official instead of the Director of Public Safety/City Engineer if approved by the City Council.

### **REGULAR BUSINESS**

8. **Consider entering into an agreement with Ms. Margaret (Peggy) Woods for independent contractor planning services.**

Written Report: Todd Bodem, City Administrator

Recommendation: That the City Council adopt Resolution No. 2020-33 authorizing the City to enter into an Agreement for Planning Services with Ms. Margaret (Peggy) Woods.

9. **Consider entering into an agreement with Mark Alain Green (“AKA Pacific Coast Plan Review”) and David R. Rose for independent professional building services.**

Written Report: Todd Bodem, City Administrator

Recommendation: That the City Council:

1. Adopt Resolution No. 2020-34 authorizing the City to enter into an Agreement for Professional Building Services with David. R. Rose; and
2. Adopt Resolution No. 2020-35 authorizing the City to enter into an Agreement for Professional Building Services with Mark Alain Green (“AKA Pacific Coast Plan Review”).

### **FUTURE AGENDA ITEMS**

### **ANNOUNCEMENTS - COUNCIL ACTIVITY/COMMITTEE REPORTS**

### **ADJOURNMENT TO CLOSED SESSION MEETING**

### **CLOSED SESSION**

10. **CONFERENCE WITH LABOR NEGOTIATORS**  
(Subdivision (a) of Gov. Code Section 54957.6)  
Agency designated representatives: City Administrator and Human Resources;  
Employee Organization: International Association of Firefighters (IAFF), local 4403.

**ADJOURNMENT TO OPEN SESSION MEETING**

**CLOSED SESSION ANNOUNCEMENT**

**ADJOURNMENT**

*I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall display case, Water Department bulletin board and website not less than 72 hours prior to the meeting. Dated this 8<sup>th</sup> day of May 2020.*

  
Todd Bodem, City Administrator

**PROPOSED FUTURE CITY COUNCIL AGENDA ITEMS**

Council Meeting: Date and Subject	Department	Agenda Category	
<b>Tuesday, May 26, 2020 at 6:00 pm / Regular Meeting</b>			
2018 & 2019 State of California Tobacco Report City of Guadalupe "F" First Reading -Tobacco Ordinance	Administration Dept	Regular Business	
Sign Ordinance – First Reading	Planning Department	Public Hearing	
City Administrator Performance Evaluation	Human Resources	Closed Session	
Acceptance of City of Guadalupe Financial Statements for Fiscal Year ended June 30, 2019	Finance Department	Regular Business	
Response to the Grand Jury Report titled: "Cyber- Attacks Threaten Santa Barbara County"	Administration Dept	Regular Business	
<b>Tuesday, June 9, 2020 at 6:00 pm / Regular Meeting</b>			
Budget Review	Finance Department	Regular Business	
CalRecycle Presentation regarding AB 1383		Presentation	
Director of Public Safety Performance Evaluation	Human Resources	Closed Session	
<b>Tuesday, June 23, 2020 at 6:00 pm / Regular Meeting</b>			
City Attorney Performance Evaluation	Human Resources	Closed Session	
Other Unscheduled Items	Proposed Date of Item	Department	Agenda Category
Urban Foot Print Civic Plan		Ariston – Request CC	New Business
City Hall Repairs			New Business
Proposition 68 Update		Ariston – Request CC	Update
Vacant Property Ordinance		Todd Bodem	New Business
Tree Ordinance		Philip F. Sinco	New Business
Air B&B Policy & Standards		Ariston – Request CC	New Business
Food Truck Ordinance		Police Department	New Business
Yard Sale Ordinance		Police Department	New Business
Approval to create the position of Emergency Preparedness Coordinator and Code Compliance Officer		Police Department	New Business
Guadalupe Leo Club Recognition	June 2020	Administration Dept	Ceremonial



## **CITY OF GUADALUPE**

### ***Expressing support for the designation of May 22, 2020 as "National Poppy Day" in honor of our fallen.***

**WHEREAS**, expressing support for the designation of May 22, 2020, as "National Poppy Day" in the City of Guadalupe and recognizing the importance of honoring those who have worn our nation's uniform; and

**WHEREAS**, poppies are worn and displayed as a symbolic tribute to our fallen and the future living veterans and servicemembers; and

**WHEREAS**, The use of the poppy symbolically comes from the poem In Flanders Fields, which movingly begins, "In Flanders Fields the poppies blow, between the crosses, row and row," referring to the poppies that sprang up in the churned earth of battlefields across Belgium and France where soldiers died fighting; and

**WHEREAS**, last year, more than \$5 million dollars was raised through donations for the privilege of wearing a poppy in honor of those who gave "the last full measure of devotion"; and

**WHEREAS**, these funds are used exclusively to support veterans, military and their families; and

**WHEREAS**, Guadalupe currently has no Auxiliary Unit to American Legion Post 371, Santa Maria's Unit 56 will share poppies for distribution to Valley citizens prior to Memorial Day; and

**WHEREAS**, wearing a poppy will unite citizens from across the country who decide to show their patriotism; and

**WHEREAS**, May 22, 2020, would be an appropriate date to designate as "National Poppy Day".

**NOW, THEREFORE, BE IT RESOLVED**, by virtue of the authority vested in me as Mayor and on behalf of the City Council of the City of Guadalupe, I, Ariston Julian, hereby recognize May 22, 2020:

### **"NATIONAL POPPY DAY"**

**IN WITNESS WHEREOF**, I have hereunto set my hand and have caused the Seal of the City of Guadalupe to be affixed hereto this 12<sup>th</sup> day of May 2020.

/s/

\_\_\_\_\_  
Ariston Julian, Mayor

**MINUTES**

**CITY OF GUADALUPE**  
**Regular Meeting of the Guadalupe City Council**  
**Tuesday, April 14, 2020 at 6:00 pm**  
**City Hall, 918 Obispo Street, Council Chambers**

**ROLL CALL:**

Council Member Tony Ramirez  
Council Member Eugene Costa Jr.  
Council Member Liliana Cardenas  
Mayor Pro Tempore Gina Rubalcaba  
Mayor Ariston Julian

Councilmember Costa Absent

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**AGENDA REVIEW**

**COMMUNITY PARTICIPATION FORUM**

**CONSENT CALENDAR**

The following items are presented for City Council approval without discussion as a single agenda items in order to expedite the meeting. Should a Council Member wish to discuss or disapprove an item, it must be dropped from the blanket motion of approval and considered as a separate item.

1. Waive the reading in full of all Ordinances and Resolutions. Ordinances on the Consent Calendar will be adopted by the same vote cast as the first meeting, unless City Council indicates otherwise.
2. Approve payment of warrants for the period ending April 8, 2020 to be approved for payment by the City Council.
3. Approve the Minutes of the City Council Regular Meeting of September 24, 2019 and March 10, 2020 to be ordered filed.
4. Adopt Resolution No. 2020-23 re: Local Transit Fund (LTF) / Transportation Development Act (TDA) for City of Guadalupe, 2020-2021 Claim.

5. Adopt, on second reading, Ordinance No. 2020-485 amending Chapter 13 of the City of Guadalupe Municipal Code regarding delinquent bills – discontinuation of service.
6. Adopt Resolution No. 2020-24 re: CalFire “State Greenhouse Gas Reduction Funding” Urban and Community Forestry grant program to create an urban forest management plan.
7. Adopt Resolution No. 2020-25, approving proposed reclassification and upgrade for the Administrative Assistant Position.
8. Approve policy for Disposition of City-Owned Surplus Personal Property.
9. Approve appointment of Jack L. Owen as a Code Enforcement Hearing Officer.
10. Adopt Resolution No. 2020-26, approving California Office of Emergency Services (Cal OES) Form 130 designating agents necessary to provide for all matters pertaining to State and Federal Emergency Management Agency (FEMA) reimbursements.

E-mail from Tina Masatani (Masatanis Market) was read by the Mayor. She stated she was concerned about how many people in town were not wearing a mask. They should be wearing it at all times when out. We risk our health every time we come to work.

Councilwoman Rubalcaba asked if a bandana or scarf would be appropriate to fend off the germs. Answer: yes, it is definitely appropriate. Any coverage is better than none.

Items pulled by the Council: items 2, 3, 7,8,10, and 11c.

**Motion made by Council Member Ramirez and 2<sup>nd</sup> by Council Member Rubalcaba to approve items 1, 4, 5, 6 and 9. Passed 4/0**

Item 2—Ms. Shirley Boydston called attention to the fact that the warrants totaled over \$300,000 dollars. We need to be looking at expenditures because our income is going to be severely limited. Mr. Perrault tried to instigate a different approach to spending. We need to go back and review some of that. Taxes severely limited and water bills spaced out; many factors.

Mayor Julian answered that they were looking at that issue. Administrator Bodem spoke saying that they had met to map out a scenario for keeping the expenses in check with the income. Two factors being scrutinized are consultant’s fees and overtime in various departments. He stated that the City’s general fund expenditures are at 75% of our fiscal year 20-21, we are sitting pretty well. He also answered Council Member Ramirez by stating a lot of the money mentioned was COVID-19 related and we would be get reimbursed up to 75% of it. There are expenses for the CDBG grant that we will be getting reimbursed as well.



Item 3—Correction; we will start in January 2021 instead of 2020 as stated in the minutes.

Item 7—Former Human Resources Director, Amelia Villegas stated there were some key points as to why the recommendation was being made. The Administrative Assistant position has more responsibilities that in other Cities belong to a city clerk. Here, the elected position does not take on those responsibilities. Preparation of the agenda, paperwork for upcoming elections and more go to the administrative assistant. Her duties surpass what was determined back in 2004. Among her other duties, she also translates in Spanish when necessary. It's a well-deserved upgrade and recognition.

Item 8—Ms. Boydston did not find adequate assurance that there would be adequate documentation as to where, when and to whom surplus property would be disposed to. She is particularly concerned as to the disposal of vehicles and transfer of all liabilities and responsibilities from the City. Administrator Bodem assured her that there was already in place documentation for all surplus disposals. This is to add safety documentation for items not covered earlier documentation and be a clarification. It frees Staff from coming to the Council but still allows for a paper trail.

**Motion made by Council Member Rubalcaba, 2nd by Council Member Ramirez, to approve all items pulled (2, 3, 7,8,10, and 11c). Passed 4/0**

**11. MONTHLY REPORTS FROM DEPARTMENT HEADS**

- a. Planning Department Report for March 2020.
- b. Building Department Report for March 2020
- c. Public Works Department Report for March 2020

**CITY ADMINISTRATOR REPORT:** (Information Only)

**DIRECTOR OF PUBLIC SAFETY REPORT:** (Information Only)

**NEW BUSINESS**

**Urgency Ordinance to temporarily prohibit evictions due to loss of income related to the COVID-19-Coronavirus pandemic.**

Written Report: Philip Sinco, City Attorney

**Recommendation:** That the City Council adopt Ordinance No. 2020-486 as an urgency ordinance that takes effect immediately upon adoption with a 4/5 vote of the Council that would temporary prohibit evictions arising from loss of income or substantial medical expenses related to the COVID-19-Coronavirus pandemic, until June 30, 2020, or until the City of Guadalupe local emergency proclamation is terminated, whichever is earlier.

Motion made by Council Member Ramirez, 2<sup>nd</sup> by Council Member Cardenas to adopt Urgency Ordinance No. 2020-486 that would temporary prohibit evictions arising from loss of income or substantial medical expenses related to the COVID-19, until June 30, 2020, or until the City of Guadalupe local emergency proclamation is terminated, whichever is earlier. Passed 4/0

**FUTURE AGENDA ITEMS**

**ANNOUNCEMENTS / COUNCIL ACTIVITY REPORTS AND UPDATES**

**ADJOURNMENT**

Motion made by Council Member Rubalcaba, 2<sup>nd</sup> by Council Member Cardenas to adjourn at 7:44 pm 4/0

Prepared by:

Approved by:

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Joice Earleen Raguz, City Clerk

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Ariston Julian, Mayor

**MINUTES**  
**City of Guadalupe**

**Regular Meeting of the Guadalupe City Council**  
**Tuesday, April 28, 2020 at 6:00 pm**  
**City Hall, 918 Obispo Street, Council Chambers**

**ROLL CALL:**

Council Member Tony Ramirez  
Council Member Eugene Costa Jr.  
Council Member Liliana Cardenas  
Mayor Pro Tempore Gina Rubalcaba  
Mayor Ariston Julian

*All Present*

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**AGENDA REVIEW**

**COMMUNITY PARTICIPATION FORUM**

**CONSENT CALENDAR**

The following items are presented for City Council approval without discussion as a single agenda items in order to expedite the meeting. Should a Council Member wish to discuss or disapprove an item, it must be dropped from the blanket motion of approval and considered as a separate item.

1. Waive the reading in full of all Ordinances and Resolutions. Ordinances on the Consent Calendar will be adopted by the same vote cast as the first meeting, unless City Council indicates otherwise.
2. Approve payment of warrants for the period ending April 22, 2020 to be approved for payment by the City Council.
3. Approve the Minutes of the City Council Regular Meeting of March 24, 2020 to be ordered filed.

4. Adopt Resolution No. 2020-27 approving a list of projects funded by Senate Bill 1 (SB1): The Road Repair and Accountability Act.
5. Acceptance of City of Guadalupe Transportation Development Act (TDA) fund and Transit Fund financial statements for fiscal years ended 2019 and 2018 with Independent Audit Report.
6. Acceptance of Fiscal Year 2019-20 Third Quarter Finance Report.
7. Adopt Resolution No. 2020-30 authorizing the Mayor to execute a professional services contract with Cannon Corporation for the design of the Obispo Street Waterline.
8. **MONTHLY REPORTS FROM DEPARTMENT HEADS**
  - a. Police & Fire Department Report for March 2020
  - b. City Treasurer's Report for March 2020
  - c. Human Resources Department Report for March 2020
  - d. Recreation & Parks Department Report for March 2020

Council Members pulled agenda items 2, 6 and 8d.

**Motion made by Council Member Cardenas, 2<sup>nd</sup> by Council Member Rubalcaba, to approve the balance of the consent calendar. Passed 5/0**

**Motion made by Council Member Rubalcaba, 2<sup>nd</sup> by Council Member Ramirez, to approve pulled items 2, 6, 8d. Passed 5/0**

#### **CITY ADMINISTRATOR REPORT:**

The City Administrator provided a report from the League of California Cities expressing their lobbying efforts to push CARES Act funding and other revenue sources to local municipalities in light of the sales tax loss due the pandemic.

#### **DIRECTOR OF PUBLIC SAFETY REPORT:**

Public Safety Director provided a summary of events about the City's continued plan of action in addressing the Pandemic locally. He also provided a COVID -19 case statistics for Santa Barbara County.

#### **PUBLIC HEARING**

9. **Second continuance of public hearing on proposed sign ordinance.**

Written report: Todd Bodem, City Administrator

Recommendation: That the City Council continue the public hearing on the proposed sign ordinance until the Council's meeting on May 26, 2020.

**Motion made by Council Member Cardenas, 2<sup>nd</sup> by Council Member Rubalcaba, to continue the public hearing on the proposed sign ordinance until the Council's meeting on May 26, 2020. Passed 5/0**

## **REGULAR BUSINESS**

- 10. Update to the Council approved Allocation of the Special Impact Fee paid by People's Self Help Housing Corporation (PSHH) as a Condition of Approval for the Guadalupe Court Project.**

Written report: Shannon Sweeney, Public Works Director/City Engineer

Recommendation: That the City Council approve Resolution No. 2020-29 updating the approved list of projects to be funded using funds from the People's Self Help Housing special impact fee paid as a condition of approval for the Guadalupe Court Project.

**Motion made by Council Member Rubalcaba, 2<sup>nd</sup> by Council Member Ramirez, to authorize up to \$40,000 for the allocation to develop conceptual plans for the proposed future City Government Center and \$50,000 for the Police Department projects as follows:**

\$8,000 - Complete Officer Protective Vest Conversion. Project completed, final payment is needed.

\$10,000 - Complete upgrade of police locker room and fire office facilities. Plans submitted and project is 50% completed. Needed to provide equal accommodations for employees.

\$30,000 - Complete Police Vehicle computer and communication system upgrade. Project is 50% completed. Computers installed in vehicles. Computer connectivity with Santa Maria Police on standby to complete program.

\$2000 - Purchase Public Safety Ergonomic Office Equipment's per City Insurance Representative. (Human Resources Directed).

**Approved 5/0**

- 11. City of Guadalupe Purchasing Guidelines.**

Written report: Lorena Zarate, Finance Director

Recommendation: That the City Council adopt Resolution No. 2020-28 to accept the City of Guadalupe Purchasing Guidelines.

Finance Director Lorena Zarate presented her report. Council Member Rubalcaba asked that Staff contact the credit card company in regards to adding individual cardholder limits. Shirley Boydston made a comment that the \$200,000 for public projects was too high.

**Motion made by Council Member Ramirez, 2<sup>nd</sup> by Council Member Rubalcaba, to adopt Resolution No. 2020-28 to accept the City of Guadalupe Purchasing Guidelines. Passed 5/0**

**12. Amendments to Guadalupe Municipal Code Chapters 4.04 and 4.05 concerning purchasing requirements and contracting for public projects.**

Written report: Philip F. Sinco, City Attorney

Recommendation: It is recommended that the City Council introduce Ordinance No. 2020-487 amending various sections of Chapter 4.04 and 4.05 of the City of Guadalupe Municipal Code concerning purchasing requirements and contracting for public projects.

Council Member Cardenas asked if \$10,000 was the correct amount for small purchases. City Attorney Philip Sinco acknowledged that this was a mistake and the correct amount was \$1,000.

**Motion made by Council Member Ramirez, 2<sup>nd</sup> by Council Member Costa Jr. to introduce Ordinance No. 2020-487 amending various sections of Chapter 4.04 and 4.05 of the City of Guadalupe Municipal Code concerning purchasing requirements and contracting for public projects, with the change from \$10,000 to \$1,000 for small purchases. Approved 5/0**

**FUTURE AGENDA ITEMS**

**ANNOUNCEMENTS - COUNCIL ACTIVITY/COMMITTEE REPORTS**

**ADJOURNMENT TO CLOSED SESSION MEETING**

**At 8:05 pm Motion made Council Member Ramirez, 2<sup>nd</sup> by Council Member Costa Jr. 5/0**

**CLOSED SESSION**

**13. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One (1) potential case.

**CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One (1) potential case.

**ADJOURNMENT TO OPEN SESSION MEETING**

**At 8:55 p.m. Council provided direction to city staff about the two closed session items.**

**CLOSED SESSION ANNOUNCEMENT**

**ADJOURNMENT**

**At 8:56 pm Motion made by Council Member Rubalcaba, 2<sup>nd</sup> by Council Member Ramirez 5/0**

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**Joice Earleen Raguz, City Clerk**

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**Ariston Julian, Mayor**



Agenda Item No. 3.

**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE**  
**Agenda of May 12, 2020**

  
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**Prepared by:**  
**Philip F. Sinco, City Attorney**

  
\_\_\_\_\_  
**Approved by:**  
**Todd Bodem, City Administrator**

**SUBJECT:** Second reading of Ordinance No. 2020-487 – Amendments to Guadalupe Municipal Code Chapters 4.04 and 4.05 concerning purchasing requirements and contracting for public projects.

**RECOMMENDATION:**

That the City Council adopt, on the second reading, Ordinance 2020-487, making amendments to Guadalupe Municipal Code Chapters 4.04 and 4.05 concerning purchasing requirements and contracting for public projects.

**BACKGROUND:**

The City Council introduced Ordinance No. 2020-487 at its meeting on April 28, 2020. This constitutes the second reading of the ordinance.

**ATTACHMENTS**

1. Ordinance No. 2020-487 entitled: “An Ordinance of the City Council of the City of Guadalupe, Amending Various Sections of Chapter 4.04 and 4.05 of the City of Guadalupe Municipal Code Concerning Purchasing Requirements and Contracting for Public Projects.”



**ORDINANCE NO. 2020-487**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA, AMENDING VARIOUS SECTIONS OF CHAPTERS 4.04 AND 4.05 OF THE CITY OF GUADALUPE MUNICIPAL CODE CONCERNING PURCHASING REQUIREMENTS AND CONTRACTING FOR PUBLIC PROJECTS**

**WHEREAS**, pursuant to Government Code § 54202, every local agency is required to adopt policies and procedures governing purchases of supplies and equipment by the local agency that are consistent or in conflict with state law; and

**WHEREAS**, pursuant to Government Code § 54203, cities are required to adopt these policies and procedures by ordinance; and

**WHEREAS**, the City of Guadalupe has adopted these polices and procedures by ordinance when the City Council enacted Chapter 4.04 of the Guadalupe Municipal Code; and

**WHEREAS**, pursuant to Public Contracts Code § 20162, any expenditure required for a public project that exceeds five thousand dollars (\$5,000) shall be competitively bid and contracted for to the lowest responsible bidder after notice; and

**WHEREAS**, the Uniform Construction Cost Accounting Act (Act), Public Contracts Code § 22000, *et seq.*, provides an alternative method for bidding on public projects allows local agencies to elect to become subject to the cost accounting procedures set forth in the Act; and

**WHEREAS**, when a local jurisdiction has elected to be subject to the Act, pursuant to Public Contracts Code § 22032, competitive formal bidding is required only for projects that exceed a specified amount (currently, \$200,000), and permits informal bidding for public projects valued as less than this specified amount, and also, permits public projects valued at less than a specified amount (currently \$60,000) to be performed by the employees of the local jurisdiction, or by negotiated contract or purchase order without any requirement for competitive bidding; and

**WHEREAS**, Public Contracts Code § 22020 provides that the State Controller may adjust the monetary limits every five years if there have been material changes in public construction cost; and

**WHEREAS**, at the time the City Council elected to become subject to the Act in 2003, and enacted Chapter 4.05 of the Guadalupe Municipal Code which sets forth the policies and procedures for complying with the Act, the public project contracts that did not require competitive bidding had to be less than \$25,000, informal bidding was permitted for contracts valued at \$25,000 to \$100,000, and formal competitive bidding was required for contracts in excess of \$100,000, and the ordinance adopted by the City Council at that time set forth these specific amounts; and

**WHEREAS**, although the City Council is authorized by the Guadalupe Municipal Code to adopt a resolution to increase the various purchasing amount thresholds stated in the Municipal Code, it is more efficient to amend the City's Municipal Code so that specific amounts are not specifically identified, but rather, are set forth by reference to the amounts set forth in Public Contracts Code § 22030 as adjusted from time to time by the State Controller; and

**WHEREAS**, the use of the term "construction" in Chapter 4.04 of the Guadalupe Municipal Code is confusing and potentially contradicts the use of this term in Chapter 4.05 of the Guadalupe Municipal Code, so the word "construction" as used in Chapter 4.04 should be limited to construction that does not otherwise qualify as a public project in order to avoid confusion and potential conflict with Chapter 4.05; and

**WHEREAS**, entering into contracts for the professional services of architects, engineers, and land surveyors is authorized in Chapter 4.05 of the Guadalupe Municipal Code, but these services are not "public projects" as defined by Public Contracts Code § 22002, and therefore, there is no reason to treat this class of professional services differently from all other classes of professional services, which are authorized by Chapter 4.04 of the Guadalupe Municipal Code, and should be treated the same to avoid possible confusion; and

**WHEREAS**, it is also more efficient to permit small purchases less than \$1,000 to be made without the need for any competitive bidding or even the need to obtain any informal quotes.

**NOW, THEREFORE**, the City Council of the City of Guadalupe does ordain as follows:

**SECTION 1.** Section 4.04.020 of Chapter 4.04 of the Guadalupe Municipal Code is hereby amended to read as follows:

**4.04.020 Application.**

A. Adoption of Purchasing System. This chapter is adopted to establish efficient, equitable and uniform procedures for the purchase of supplies, equipment, services, and construction that is not a public project as that term is defined by California Public Contracts Code Sections 20161 and 22002, to provide for the fair and equitable treatment by the City of all persons involved in public purchasing, maximize the purchasing value of public funds, exercise financial control over purchases, clearly define authority for procurement functions, and provide safeguards to ensure a procurement system based upon quality and integrity.

B. Appropriated Funds. All City procurements shall comply with applicable provisions of this chapter and all relevant provisions of law, and shall be only of items and services for which the City Council has appropriated funds.

C. Thresholds for Competitive Sealed Bids and Proposals. Purchase thresholds for the requirement of competitive sealed bids and proposals may be set periodically by the City Council by resolution.

**SECTION 2.** Section 4.04.040 through 4.04.070 of Chapter 4.04 of the Guadalupe Municipal Code is hereby amended to read as follows:

**4.04.040 Establishment of the position of purchasing agent.**

The responsibility and authority for the purchase of supplies, equipment, services, and construction (that is not a public project as that term is defined by California Public Contracts Code Sections 20161 and 22002), is vested in the City Administrator, or other such person as the City Administrator may designate, who shall be the purchasing agent of the City.

**4.04.050 Authority and duties.**

A. Principal Public Purchasing Official—Authority. Except as otherwise provided in this chapter, the purchasing agent shall serve as the principal public purchasing official for the City, and shall be responsible for the procurement of supplies, equipment, services and construction, and the management and disposal of surplus supplies and equipment, in accordance with this chapter.

B. Duties. The purchasing agent shall use his or her best efforts to:

1. Secure the acquisition of supplies, equipment, services, and construction (that is not a public project as that term is defined by California Public Contracts Code Sections 20161 and 22002) that is the most advantageous to the City and to the public;

2. Exercise general supervision over all inventories of supplies and equipment belonging to the City; and

3. Sell, trade or otherwise dispose of surplus supplies, equipment, vehicles and any other surplus property belonging to the City.

C. Operational Procedures. Consistent with this chapter, and with the approval of the City Council, the purchasing agent may adopt operational procedures relating to the extension of the duties of the purchasing agent.

**4.04.060 Delegations to other City officials.**

With approval of the City Administrator, the purchasing agent or designee may delegate authority to purchase certain supplies, equipment, services, or construction items (that is not a public project as that term is defined by California Public Contracts Code Sections 20161 and 22002) to other City officials, if such delegation is deemed necessary for the effective procurement of those items.

**4.04.070 Competitive sealed bidding.**

A. Conditions for Use. All contracts of the City for the purchase of supplies, equipment, services, and construction (that is not a public project as that term is defined by California Public Contracts Code Sections 20161 and 22002) of an aggregate annual value exceeding an amount set by Section 4.04.020 or by City Council resolution for formal bids shall be awarded by compliance with the competitive sealed bidding procedures contained in this section, except as otherwise provided in Sections 4.04.080 (Competitive sealed proposals), 4.04.090 (Contracting for designated professional services), 4.04.100 (Informal quotes and small purchases), 4.04.110 (Sole source procurement), 4.04.120 (Emergency procurements), 4.04.130 (Cooperative and piggyback purchases), 4.04.140 (Standardization) and Chapter 4.05 (Procurement of Public Projects).

B. Evasion of Provisions of Chapter is Prohibited. Orders for supplies, equipment, services or construction shall not be split into smaller orders or projects, artificially aggregated into larger orders or projects, or willfully mischaracterized or misclassified for purposes of evading the provisions of this chapter.

C. Invitation for Bids. An invitation for bids shall be issued and shall include adequate specifications and all contractual terms and conditions applicable to the procurement. Nothing in this chapter shall prohibit the use of electronic invitations for bids.

D. Public Notice. The City Clerk shall (1) publish or post as required by statute or charter (G.C. 36933). The City Clerk's office is responsible for posting all legal notices at public places or seeing that such material is delivered to the proper newspaper for publication within the time allowed, (2) other notices may be assigned to departments as deemed necessary. Adequate public notice of the invitation for bids shall be given a reasonable time before the date set forth therein for the opening of bids. Such notice may include publication in electronic form including, but not limited to, publication on the World Wide Web or the Internet, or publication in a newspaper of general circulation. Publication shall be made not less than 10 working days before the date of the bid opening. The public notice shall state the place, date and time of bid opening.

E. Bid Opening.

1. Public Opening. Bids shall be opened publicly by the office of the City Clerk in the presence of one or more witnesses at the time and place designated in the invitation for bids.

2. Timely Submission. No bid shall be considered which has not been received at the place and by the time stated in the invitation for bids.

3. Electronic Bids. Unless specifically authorized in the invitation for bids, bids that are transmitted electronically will not be considered.

4. Recordation of Bids. The amount of each bid and the name of each bidder shall be recorded. The record and each bid will be open to public inspection in accordance with Section 4.04.030 (Public access to procurement information).

5. No Bids Received. If no bids are received, procurement may proceed without further compliance with competitive bidding requirements.

F. Bid Acceptance and Bid Evaluation.

1. Unconditional Acceptance. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this chapter.

2. Evaluation Criteria. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, life-cycle cost analysis and suitability for a particular purpose.

a. Objective Measurement. Criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs.

b. Disclosure of Criteria. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the invitation for bids.

G. Award. All contracts of the City for the purchase of supplies, equipment, services and construction (that is not a public project as that term is defined by California Public Contracts Code Sections 20161 and 22002) of a value exceeding the amount set by Section 4.04.020 or fixed by City Council resolution shall be awarded to the responsible bidder whose bid is lowest in price and conforms to

all material terms, conditions and criteria set forth in the invitation for bid. If prices quoted or received in sealed bids are equal, either bid may be selected. Contracts let pursuant to this subsection shall be awarded and executed in accordance with Section 4.04.160 (Award of contract) of this chapter.

H. Correction or Withdrawal of Bids—Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted at the sole discretion of the purchasing agent when deemed appropriate.

I. Multi-Step Sealed Bidding. When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

**SECTION 3.** Section 4.04.090 of Chapter 4.04 of the Guadalupe Municipal Code is hereby amended to read as follows:

**4.04.090 Contracting for designated professional services.**

A. Procurement of Certain Professional Services. The services of certain professions that involve extended analysis, the exercise of discretion and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience in the field, shall be procured in accordance with the selection procedures specified in this section. No contract for the services of legal counsel may be awarded without the approval of City Council.

B. Selection Procedure.

1. Conditions for Use. Services provided under Section 4.04.110 (Sole source procurement) or Section 4.04.120 (Emergency procurements) are exempt from the requirements of this section.

2. Statement of Qualifications. Persons engaged in providing professional services as described in subsection A of this section, may submit statements of qualifications and expressions of interest in providing such professional services.

3. Public Announcement and Form of Request for Proposals. The City Administrator, or designee, through a request for proposals, shall give adequate notice of the need for such services.

4. Discussions. The City Administrator, or designee, may conduct discussions with any offeror who has submitted a proposal to determine such offeror's qualifications for further consideration. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion.

5. Award. Award shall be made to the offeror determined in writing to be best qualified based on the evaluation factors set forth in the request for proposals, and negotiation of compensation determined to be fair and reasonable. Contracts let pursuant to this subsection shall be awarded and executed in accordance with Section 4.04.160 (Award of contract) of this chapter.

**SECTION 4.** Sections 4.04.100 through 4.04.120 of Chapter 4.04 of the Guadalupe Municipal Code are hereby amended to read as follows:

**4.04.100 Informal quotes and small purchases.**

A. General. Any contract not exceeding the amount set forth in Section 4.04.020 or fixed by City Council resolution for solicitation of formal bids, may be made in accordance with the procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section.

B. Informal Quotes. Insofar as it is practical, no less than three (3) businesses shall be solicited to submit quotations. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded and maintained as a public record.

1. Award. Award shall be made to the lowest responsive and responsible bidder. Contracts let pursuant to this subsection shall be awarded and executed in accordance with Section 4.04.160 (Award of contract) of this chapter.

C. Small Purchases. The purchasing agent shall adopt operational procedures for making small purchases less than \$1,000. Such operational procedures shall provide for maintaining adequate records of all small purchases. Small purchases may be made without competition or the need to obtain informal quotes. Small purchases may be made by claim, purchase order, blanket order, contract order, procurement card or any other method determined by the purchasing agent, or designee, to be reasonable and cost effective methods for making such purchases.

1. Award. The requesting department director or designee may approve small purchases.

#### **4.04.110 Sole source procurement.**

A. Negotiations. A contract may be awarded without competition when the purchasing agent determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item (that is not a public project as that term is defined by California Public Contracts Code Sections 20161 and 22002). The purchasing agent, or designee or the requesting department director, or designee, shall conduct negotiations, as appropriate, as to price, delivery and terms.

B. Cost or Pricing Data. When the City determines that analysis of the proposed price is necessary to determine if it is reasonable and fair, a bidder shall submit cost or pricing data upon request and shall certify that to the best of its knowledge and belief the cost or pricing data submitted was accurate, complete and current as of a mutually determined date.

C. Records. A record of sole source procurements shall be maintained as a public record for purchases of item(s) or service(s) exceeding the amount fixed by the City Administrator for solicitation of informal quotes.

1. Award. Contracts let pursuant to this subsection shall be awarded and executed in accordance with Section 4.04.160 (Award of contract) of this chapter.

#### **4.04.120 Emergency procurements.**

A. Authorization for Emergency Procurements. Notwithstanding any other provisions of this chapter, the purchasing agent may make or authorize others to make emergency procurements of supplies, equipment, services, or construction items (that is not a public project as that term is defined by California Public Contracts Code Sections 20161 and 22002) when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances.

B. Ratification. Emergency procurements shall be ratified as soon as practicable. Contracts let pursuant to this subsection shall be awarded and executed in accordance with Section 4.04.160 (Award of contract) of this chapter.

**SECTION 5.** Section 4.04.160 of Chapter 4.04 of the Guadalupe Municipal Code is hereby amended to read as follows:

**4.04.160 Award of contract.**

A. Award. All contracts resulting from Sections 4.04.070 (Competitive sealed bidding), 4.04.080 (Competitive sealed proposals), 4.04.090 (Contracting for designated professional services), 4.04.100 (Informal quotes and small purchases), 4.04.110 (Sole source procurement), 4.04.130 (Cooperative and piggyback purchases), 4.04.140 (Standardization) and Chapter 4.05 (Procurement of Public Projects) shall be awarded as follows:

1. Award by City Council. Purchases exceeding the amount set forth in Section 4.04.020 or fixed by City Administrator through Council resolution for solicitation of formal bids shall be awarded by the City Council after receiving the recommendation of the purchasing agent, or designee, as forwarded through the City Administrator.

2. Award by City Administrator. Purchases of less than the amount that requires award by City Council may be awarded by the City Administrator after receiving the recommendation of the purchasing agent or requesting department director. The City Administrator may execute contracts and other necessary related documents on behalf of the City for purchases within its awarding authority.

3. Authorization to Negotiate Low Bid to Within Available Funds. In the event the lowest responsive and responsible bid for a construction project exceeds available funds as certified by the finance director, and such bid does not exceed such funds by more than 5%, the purchasing agent is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the lowest responsive and responsible bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the invitation for bids.

4. Local Preference. The City's ultimate receipt of sales tax, up to a total of \$1,000.00, shall be considered in determining the lowest price, with the following exceptions:

- a. Procurements made with federal or State grant funds;
- b. Procurements of construction or public works projects; or
- c. Procurements made in cooperation with other public entities.

Any bidder, who received an award due to consideration of a local preference, shall agree to designate the City of Guadalupe as the recipient of the receipt of the sales tax for the contract that is awarded.

5. Preference for Recycled Products. The City will consider preferences in determining the lowest price(s) for products containing recycled materials, as follows:

- a. The following procurements may be excepted:
  - i. Procurements made with federal or State grant funds;
  - ii. Procurements of construction or public works projects; or
  - iii. Procurements made in cooperation with other public entities.

b. The following preferences are not cumulative; only one preference may be applied to a single product.

i. Total Aggregate Purchase of \$10,000.00 or Less. The City will consider a 5% preference for products containing 50% or more post-consumer recycled content.

ii. Total Aggregate Purchase of \$5,000.00 or Less. The City will consider a 2% preference for products containing 25% or more post-consumer recycled content.

iii. Total Aggregate Purchase of \$1,000.00 or Less. The City will consider a 1% preference for products containing 10% or more pre- or post-consumer recycled content.

B. Ratification. Contracts entered because of an emergency under Section 4.04.120 (Emergency procurements) shall be ratified by the City Council.

**SECTION 6.** Chapter 4.05 of the Guadalupe Municipal Code is retitled as follows:

#### **CHAPTER 4.05 PROCUREMENT OF PUBLIC PROJECTS**

**SECTION 7.** Sections 4.05.040 through 4.05.090 of Chapter 4.05 of the Guadalupe Municipal Code are hereby amended to read as follows:

##### **4.05.040 Competitive sealed bids for projects requiring formal bidding.**

A. Conditions for Use. All contracts of the City for public projects exceeding the amount set forth from time to time by the State Controller by California Public Contracts Code Section 22032(c) shall be let to contract by compliance with the competitive sealed bidding procedures set forth in this section, in accordance with Public Contract Code Sections 22000 through 22045, except as otherwise provided in Sections 4.05.270 (Competitive sealed bids for projects requiring informal bidding) and 4.05.280 (Competitive bidding not required for certain projects).

B. Adoption of Plans, Specifications, and Working Details. After review and presentation by staff, the City Council shall adopt plans, specifications, and working details for all public projects exceeding the amount set forth from time to time by the State Controller by California Public Contracts Code Section 22032(c).

C. Examination of Plans and Specifications. Any person may examine plans, specifications and working details that are adopted by the City Council for any project.

D. Notice Inviting Formal Bids. A notice inviting formal bids, or notice to contractors, shall be issued and shall:

1. State the time and place for receiving and opening of sealed bids; and
2. Distinctly describe the project.

E. Mail Notice Inviting Formal Bids. The City Administrator, or designee, shall mail a notice inviting formal bids to each contractor on the contractor's list and all construction trade journals, as follows:



1. Mail to All Construction Trade Journals. A notice inviting bids shall be mailed to all construction trade journals specified by the California Uniform Construction Cost Accounting Commission.

2. Mail at Least 30 Calendar Days Before Bids are Due. The notice inviting bids shall be mailed to contractors and construction trade journals not less than 30 calendar days before bids are due.

3. Notify Additional Parties. Additional parties may be notified at the City's discretion.

F. Publish Notice Inviting Formal Bids. The notice inviting formal bids shall be published at least 14 calendar days before bids are due:

1. Publish in All Construction Trade Journals. The notice shall be published in all construction trade journals that are specified by the California Uniform Construction Cost Accounting Commission; and

2. Publish in a Newspaper Within the Jurisdiction. The notice shall be published in a newspaper of general circulation, printed and published in the jurisdiction of the City; or

3. Publish in a Newspaper of General Circulation. If no newspaper is printed and published within the jurisdiction of the City, the notice shall be published in a newspaper of general circulation which is circulated within the jurisdiction of the City; or

4. Post in at Least three (3) Locations. If there is no newspaper that is circulated within the jurisdiction of the City, publication shall be made by posting the notice in at least 3 places within the jurisdiction of the City as have been designated by ordinance or regulation of the City as places for the posting of the notices.

5. Other Notice. The City may give such other notice, as it deems proper.

6. City Council Window Posting. The notice shall be posted in the City Council Chambers window or in a place the City Council deems appropriate for posting for all construction bid notices.

G. Bid Opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids.

**4.05.050 Competitive sealed bids for projects requiring informal bidding.**

A. Conditions for Use. All contracts of the City for public projects less than the amount set forth from time to time by the State Controller by California Public Contracts Code Section 22032(b) may be let to contract by informal procedures set forth in this section, in accordance with Public Contract Code Sections 22000 through 22045.

B. Notice Inviting Informal Bids. A notice inviting informal bids, or notice to contractors, shall be issued and shall:

1. State the time and place for the submission of bids; and

2. Describe the project in general terms and how to obtain more detailed information about the project.

C. Mail Notice Inviting Informal Bids. The City Administrator, or designee, shall mail a notice inviting informal bids to:

1. Mail to Each Contractor on List. Each appropriate contractor included on the contractor's list developed in accordance with the Uniform Public Construction Cost Accounting Act (Public Contract Code Sections 22000 through 22045) and maintained by the City; or

2. Mail to Each Contractor on the List and all Construction Trade Journals. Each appropriate contractor included on the contractor's list and all construction trade journals specified by the California Uniform Construction Cost Accounting Commission. It shall be the sole discretion of the public works director whether to mail the notice only to contractors, only to construction trade journals or to contractors and construction trade journals.

3. Mail to Additional Parties. Additional parties may be notified at the City's discretion.

4. Mail Notice at Least 10 Calendar Days Before Bids are Due. The notice inviting informal bids shall be mailed to contractors or construction trade journals, or both, not less than 10 calendar days before bids are due.

#### **4.05.060 Competitive bids not required for certain projects.**

Public projects valued at less than the amount set forth from time to time by the State Controller by California Public Contracts Code Section 22032(a) may be performed by the employees of the local jurisdiction, by negotiated contract, or by purchase order without competitive bidding.

#### **4.05.070 Bid security.**

A. Requirement for Bid Security. Bid security shall be required for all competitive sealed bidding for construction projects when the price is estimated to exceed the amount set forth from time to time by the State Controller by California Public Contracts Code Section 22032(c). Bid security shall be a bond provided by a surety company authorized to do business in the State of California, or the equivalent in cash, or otherwise, supplied in a form satisfactory to the City. Nothing in this section shall prevent the requirement of such bonds on construction contracts under the amount set forth from time to time by the State Controller by California Public Contracts Code Section 22032(c) when the circumstances warrant.

B. Amount of Bid Security. Bid security shall be in an amount equal to at least 10% of the amount of the bid, unless otherwise specified by the City Council.

C. Rejection of Bids for Non-Compliance with Bid Security Requirements. When the invitation for bids requires security, non-compliance requires that the bid be rejected unless it is determined that the bid fails to comply only in a non-material manner with the security requirements.

D. Withdrawal of Bids. If a bidder is permitted to withdraw its bid before award as provided in subsection H (Correction or Withdrawal of Bids—Cancellation of Awards) of Section 4.04.070 (Competitive sealed bidding), no action shall be had against the bidder or the bid security.

**4.05.080 Performance bond and payment bonds.**

A. Performance Bond.

1. Requirement and Amount of Performance Bond. When a public works contract is awarded in excess of the amount set forth from time to time by the State Controller by California Public Contracts Code Section 22032(c), the original contractor shall submit a performance bond satisfactory to the City, executed by a surety company authorized to do business in the State, and approved by the City Administrator, or designee, or otherwise secured in a manner satisfactory to the City, in an amount equal to 100% of the price specified in the contract. The bond shall be delivered to the City and shall become binding on the parties upon execution of the contract.

2. Reduction of Amount of Performance Bond. After notice to the City Council, the City Administrator may reduce the amount of the performance bond to 50% of the contract price when a written determination is made that it is in the best interests of the City to do so.

B. Payment Bond.

1. Requirement and Amount of Payment Bond. When a public works contract is awarded in excess of the amount set forth from time to time by the State Controller by California Public Contracts Code Section 22032(b), the original contractor shall submit a payment bond satisfactory to the City, executed by a surety company authorized to do business in the State, and approved by the City Administrator, or designee, or otherwise secured in a manner satisfactory to the City, in an amount equal to 100% of the price specified in the contract.

2. Reduction of Amount of Payment Bond. Unless otherwise authorized by law, after notice to the City Council, the City Administrator may reduce the amount of the payment bond to 50% of the contract price when a written determination is made that it is in the best interests of the City to do so.

C. Authority to Require Additional Bonds. Nothing in this section shall be construed to limit the authority of the City to require other security in addition to those bonds, or in circumstances other than specified in this section.

**SECTION 8.** Sections 4.05.100 through 4.05.150 of the Guadalupe Municipal Code are hereby amended to read as follows:

**4.05.90 Authority to debar or suspend.**

After reasonable notice to the person or firm involved, and reasonable opportunity for that person or firm to be heard, upon written recommendation by the City Administrator, or designee, the City Council may debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than 3 years. The City Council may suspend a person or firm from consideration for award of contracts if there is probable cause to believe that the person or firm has engaged in any activity that might lead to debarment. The suspension shall be for a period not to exceed 3 months. The causes for debarment include:

A. Conviction of a Criminal Offense. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

B. Conviction of a Crime Affecting Responsibility. Conviction under State or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor or supplier;

C. Conviction of Violation of Anti-Trust Statutes. Conviction under State or federal antitrust statutes arising out of the submission of bids or proposals;

D. Serious Violation of Contract Provisions. Violation of contract provisions, as set forth below, of a character which is regarded by the City Council to be so serious as to justify debarment action:

1. Failure to Perform. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

2. Recent Record of Poor Performance. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor or supplier shall not be considered to be a basis for debarment;

3. Other Causes. Any other cause the City Council determines to be so serious and compelling as to affect responsibility as a City contractor or supplier, including debarment by another governmental entity for any cause listed in this chapter; and

4. Violation of Ethical Standards. For violation of the ethical standards set forth in Section 4.05.150 (Adoption of code of ethics) of this chapter.

#### **4.05.100 Decision to debar or suspend.**

The City Council shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of its rights concerning judicial or administrative review.

#### **4.05.110 Notice of decision.**

A copy of the decision required by Section 4.05.100 (Decision to debar or suspend) shall be mailed or otherwise furnished immediately to the debarred or suspended person or firm.

#### **4.05.120 Finality of decision.**

A decision under Section 4.05.100 (Decision to debar or suspend) shall be final and conclusive, unless the debarred or suspended person or firm within 10 days after receipt of the decision takes an appeal to the City Council or commences a timely action in court in accordance with applicable law.

#### **4.05.130 Bid protests.**

A. Right to Protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City Council. Protestors are urged to seek resolution of their complaints initially with the City Administrator. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the

closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within 10 calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

B. Stay of Procurements During Protests. In the event of a timely protest under subsection A of this section, the purchasing agent shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the City Council makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the City.

#### **4.05.140 Adoption of code of ethics.**

A. Adoption. By adoption of this chapter, the City Council hereby adopts the following code of ethics. Every employee participating in the procurement, management, storage and use of supplies, equipment, services or construction purchased by the City for its benefit shall:

1. Be governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the City and the public being served;
2. Believe that personal profit obtained through misuse of public and personal relationships is dishonest and not tolerable;
3. Identify and eliminate participation in operational situations where a conflict of interest may be involved;
4. Believe that employees of the City should at no time or under any circumstances accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions;
5. Keep the City Administrator informed, through appropriate channels, on problems and progress of applicable procurement operations by emphasizing the importance of the facts;
6. Neither seek nor dispense personal favors. Handle each procurement problem objectively without discrimination;
7. Subscribe to and support the aims and objectives of the City.

**SECTION 9.** This Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), and the CEQA guidelines, and has been found to be exempt pursuant to §15306 of the CEQA Guidelines (Information Collection) because it does not have the potential to create a physical environmental effect.

**SECTION 10.** The City Council declares that each section, subsection, paragraph, subparagraph, sentence, clause, and phrase of this Ordinance is severable and independent of every other section, subsection, paragraph, subparagraph, sentence, clause, and phrase of this Ordinance. If any section, subsection, paragraph, subparagraph, sentence, clause, or phrase of this Ordinance is held invalid, the City Council declares it would have adopted the remaining provisions of this Ordinance irrespective of the portion held invalid, and further declares its express intent that the remaining portions of this Ordinance should remain in effect after the invalid portion has been eliminated.

**SECTION 11.** The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Administrator and City Attorney concerning any changes deemed necessary.

**INTRODUCED** at a regular meeting of the City Council on the 28<sup>th</sup> day of April 2020, by the following roll call vote:

**Motion:** TONY RAMIREZ / EUGENE COSTA JR.  
**AYES:** 5      **Councilmembers:** Ramirez, Cardenas, Julian, Rubalcaba, Costa Jr.  
**NOES:** 0  
**ABSENT:** 0  
**ABSTAINED:** 0

**PASSED AND ADOPTED** at a regular meeting of the City Council on the 12<sup>th</sup> day of May 2020, by the following roll call vote:

**Motion:**  
**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAINED:**

**ATTEST:**

\_\_\_\_\_  
Joice Earleen Raguz, City Clerk

\_\_\_\_\_  
Ariston Julian, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Philip F. Sinco, City Attorney



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE  
Agenda of May 12, 2020**

Lorenaz  
**Prepared by:**  
Lorena Zarate, Finance Director

Todd Bodem  
**Approved by:**  
Todd Bodem, City Administrator

**SUBJECT:** Extension of Contract with Badawi & Associates

**RECOMMENDATION:**

That the City Council approve the extension of the contract with Badawi & Associates for auditing services for fiscal year 2019-20.

**DISCUSSION:**

On January 24, 2017, the City Council authorized the City to enter into a contract with Badawi & Associates to serve as the City's audit firm to perform our annual audit for fiscal years 2016-17, 2017-18, and 2018-19. The actual contract (which was not attached to the staff report) only provided for a one-year term that could be extended upon mutual written agreement of both parties. This was confusing since the staff report clearly referred to a three-year term and also that it included an option to extend services for fiscal years 2019-20 and 2020-21. In any case, City staff is recommending the approval of the extension for fiscal year 2019-20 so that Badawi & Associates can perform the City's audit for the current fiscal year. City staff plans to solicit quotes from other auditing firms to engage in auditing services beginning in fiscal year 2020-21, as it is good practice to change auditing firms approximately every five years.

Badawi & Associates were selected from among five other audit firms in 2016 based on the following criteria: years of governmental auditing experience including single audits, peer review rating, disciplinary actions, RDA experience, and city references.

Because of recent changes in staff in the Finance department and timing, it is prudent to continue the engagement with Badawi & Associates for the fiscal year 2019-20 audit. Overall, staff has worked well with this firm and fees have been consistent with the approved agreement. Auditing services provided have been of high quality. Staff is hoping to have the fiscal year 2019-20 audit completed earlier than in years past.

**FISCAL IMPACT:**

As described in Exhibit B of the agreement with Badawi & Associates, fees for the FY 2019-20 audit would be the same as for the FY 2018-19 audit, in the amount of \$31,640. This fee is split between General Fund and Enterprise funds. This service has been included in the budget for the fiscal year 2019-20.

**ATTACHMENT:**

1. Resolution No. 2020-36 approving an extension of the City's contract with Badawi & Associates for FY2019-20 audit services



**RESOLUTION NO. 2020-36**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE  
APPROVING AN EXTENSION OF THE CITY'S CONTRACT WITH BADAWI & ASSOCIATES**

**WHEREAS**, entered into a one-year contract with Badawi & Associates on January 24, 2017, to serve as the City's audit firm to perform its annual audit for fiscal year 2017-18 which included a provision that the agreement could be extended upon written agreement of both parties; and

**WHEREAS**, entered the Agreement stated that the term of the agreement was for one-year, but the staff report for the Agreement (which was not attached or otherwise provided to the City Council when staff was authorized to enter into the contract) indicated that the term was expected to be for three years (FY16-17; FY17-18; FY18-19) with two additional one-year extension options (clearly indicating that more than a one-year term was anticipated by both parties; and

**WHEREAS**, no writing was signed by both parties to the Agreement extending the term of the Agreement beyond the first year; and

**WHEREAS**, City has been satisfied with the performance of Consultant and wishes to comply with the Agreement and have the Council ratify the two (2) previous extensions for FY17-18 and FY18-19; and

**WHEREAS**, because of recent changes in staff in the Finance department and timing, it is prudent to continue the engagement with Badawi & Associates for the fiscal year 2019-20 audit. Overall, staff has worked well with this audit firm and fees have been consistent with the approved agreement. Auditing services provided have been of high quality.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Guadalupe that an extension of the City's contract with Badawi & Associates for audit services for fiscal year 2019-20 is hereby approved and the Mayor is authorized to sign Amendment No. 1 to the Agreement for Professional Services between the City of Guadalupe and Bawadi & Associates Certified Public Accountants (attached to the staff report for this item).

**PASSED, APPROVED AND ADOPTED** at a regular meeting on the 12th day of May, 2020 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 **Resolution No. 2020-36** has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held May 12, 2020, and that same was approved and adopted.

ATTEST:

\_\_\_\_\_  
Joice Earleen Raguz, City Clerk

\_\_\_\_\_  
Ariston Julian, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Philip Sinco, City Attorney

**AMENDMENT NO. 1 TO  
AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF GUADALUPE  
AND  
BAWADI & ASSOCIATES CERTIFIED PUBLIC ACCOUNTANTS**

This Amendment to the Agreement for Consultant Services between the City of Guadalupe and Bawadi & Associates Certified Public Accountants (the "**Agreement**") is made and entered into this 12th day of May 2020, by and between the CITY OF GUADALUPE, a municipal corporation ("**City**") and Bawadi & Associated Certified Public Accountants ("**Consultant**").

WHEREAS, City and Consultant entered into an Agreement on January 24, 2017, after the City Council approval of Consultant to conduct financial auditing services for the City for FY 2016-17; and

WHEREAS, the Agreement stated that the term of the agreement was for one-year, but could be extended upon written mutual agreement of the parties, but the staff report for the Agreement indicated that the term was expected to be for three years (FY16-17; FY17-18; FY18-19) with two one-year extension options (FY19-20 and FY 20-21) indicating that more than a one-year term was anticipated by both parties; and

WHEREAS, no writing was signed by both parties to the Agreement extending the term of the Agreement beyond the first year; and

WHEREAS, City has been satisfied with the performance of Consultant and wishes to comply with the Agreement and have the Council ratify the two (2) one-year extensions for FY17-18 and FY18-19, and also to extend the term of the Agreement to permit Consultant to complete the audit of the City's current fiscal year (FY 2019-20).

NOW, THEREFORE, in consideration of the foregoing recitals and in mutual consideration of the covenants and conditions set forth in the Agreement, the parties agree as follows:

1. The two (2) previous extensions of the Agreement for FY17-18 and FY18-19 are hereby ratified by the City Council.
2. All of the terms and conditions of the Agreement remain the same, except that Section 1 of the Agreement is modified as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 18 (Termination of Agreement) of this Agreement, the term of this

Agreement is extended until Consultant has completed the City's financial audit for FY 2019-20, but in no case shall the Agreement be extended beyond June 30, 2021 unless agreed to in writing by both parties.

CITY:

CONSULTANT:

CITY OF GUADALUPE

BAWADI & ASSOCIATES

By: \_\_\_\_\_  
Ariston D. Julian, Mayor

by: \_\_\_\_\_  
Amhed Bawadi

APPROVED AS TO FORM:

\_\_\_\_\_  
Philip Sinco, City Attorney



**PLANNING DEPARTMENT**

**City of Guadalupe  
918 Obispo Street  
P.O. Box 908  
Guadalupe, CA 93434  
Tel (805) 356-3903**

**To:** Mr. Mayor and City Councilmembers  
**From:** Larry Appel, Contract Planning Director  
**Date:** May 1, 2020  
**Re:** **Monthly Planning Report Covering April 2020**

**MINISTERIAL PROJECTS**

Zoning Clearances Approved	4
Zoning Clearances Denied	0
ADUs Approved	0
Zoning Clearances Appealed	0
Business Licenses Approved	3
Business Licenses Denied	0

**DISCRETIONARY PROJECTS**

The following projects are in for Planning Department review and have been worked on during April:

- DJ Farms South – tract map being processed
- Pasadera GP/SP amendment being processed
- Sign Ordinance update for Council presentation on May 26<sup>th</sup>
- General Plan RFP released for bid on April 10, 2020
- Annual Progress Report completed and accepted by HCD
- Begin working on LEAP grant for further planning funding

If any Councilmember is interested in a particular project or would like to know its status, please let me know and I would be happy to provide the information.

## Guadalupe City Planning Department Planning Processing Summary for April 2020 (05-01-2020 update)

<u>Case No.</u>	<u>Name</u>	<u>Submittal Date</u>	<u>Comp. Date</u>	<u>Status</u>	<u>OK for Bldg. Permit Issuance</u>
2017-130-TPM \$\$	DJ Farms South Master TPM	10-12-17	Complete-09-27-19	COMPLETE letter sent on 09-27-19. Project under review by planner.	NO
2019-063-DR 2019-064-CUP \$\$	Housing Authority of SB Co	06/12/19	COMP letter sent 10-15-19	PSHH are working towards receiving Certificate of Occupancy in the next few months.	NO
2019-067-VTTM	Pasadera Lot 9			Working on bonding prior to recordation, prepared draft CC resolution for FM and SIA, reviewed MMRP.	NO
2018-135-GPZ No\$	General Plan amendment and Rezone of two areas of the City	08/29/18	N/A	Staff has completed field work and identified all parcels to be included in the application. Letters to owners will go out in May.	N/A
N/A	General Plan Update	2019 City Council authorization	N/A	RFP sent out to three consulting firms on April 10 <sup>th</sup> . Proposals are due back by June 5 <sup>th</sup>	N/A
2018-133-OA No\$	Round 3 Zoning Ordinance Updates	8/12/19	N/A	Preparing new zoning ordinance Chapter 55 for Home Occupations and Cottage Food Industries	N/A
2018 -133 OA No\$	Sign Ordinance	2/24/20	N/A	Rewrite Sign Ordinance as new Chapter 18.51 of the Municipal Code. First reading on May 26 <sup>th</sup>	N/A

No\$ = unreimbursed planning work

\$ = projects where a fixed fee has been paid

\$\$ = projects where a variable fee / deposit is made and the applicant is billed for time beyond the initial deposit

05/01/2020

**Ministerial Permit Report– April 2020**  
(Reported 05-01-20)

**Zoning Clearances Approvals**

Alvarez paving	2020-053-ZC	4507 Esperanza Drive
Hernandez paving	2020-056-ZC	135 Pelican Lane
Reyez addition	2020-057-ZC	387 Campodonico
Pagaling Dr. ADU	2020-050-ZC	4827 Pagaling Dr.

**Zoning Clearances Denied**

None

**Business License Approvals**

Tiny's Children's Care	4859 Hernandez Street
Zepeda Happy Kids Home Daycare	4760 Fifth Street
Mi Gusto #3	177 Guadalupe St/ 508 W. Main

**Business License Denials**

None

**Administrative Use Permits**

None

**ACTIVITY REPORT – APRIL 1-30 2020****APPROVED SITE PLAN REVIEWS**

Site Plan Review – Case PA2020-052ZC	Room Addition 420 square feet two-bedrooms and one bath - Applicant Victoria and Leonard Reyes.  Email to Mr. Gonzales Contractor, Rodel – Draftsman for corrections, CC'd Planner, CA, BT City Atty. Delivered files to City Hall	Address: 387 Campodonico Ave. APN 115-152-009
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**APPROVED ACCESSORY DWELLING UNIT**

PA2020-050ZC	ADU Garage Conversion - Advised BT that the new fee would be required,.	4827 Pagaling Drive, APN 113-353-010,
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**PENDING PROJECTS AND UPDATES****DJ Farms Specific Plan Area – Parcel -Tract Maps – Development Agreement**

Tract 29064 Lot 9	Tract 29064 - Received email from Kim Link – TM 29064 wanted <b>status update</b> . Prepared email response and provided an update – long email. I was advised by BT that the check for the County Surveyor had been received and map sent but no response as of yet – sent out an email to Kim Links with cc to LS, CS, CA, Planner and BT	
Tract 29064 Lot 9	Received email from LS – LLC documents for Pasadera – <b>Authorizations to sign</b> - Email to LS regarding Tract 29064 advising that the document titles to reflect 29064 and eliminate 29060 from documents - . began review and report preparation – created electronic files	
Parcel Map South side of Tracts	Email to Lori Speer and Kim Link regarding SB743 – <b>new legislation requiring VMT</b> as a method for analyzing traffic impacts – effective July 1 2020. Requested that they reach out to their contacts to determine if future DJ Farms Tentative Maps will have to be updated with the new requirements effective July 1 2020	
Tract 29064 Lot 9	Final Map 29064 – <b>Review of Storm Water Control Plan</b> – email to CE and Project Engineer – request for clarification on conflicting statements	
Tract 29064 Lot 9	Review <b>authorization documents</b> for signing final map 29064 – conflicting info provided – sent email to CE and Project Engineer and CA and City Attorney requesting resolution	
Tract 29064 Lot 9	Prepared <b>Draft CC Resolution for Final Map and Subdivision Improvement Agreement</b>	
Tract 29064 Lot 9	Review DJ Farms Specific Plan for information and requirements prior to approval of Final Map 29064.	
Tract 29064 Lot 9	Prepare <b>Draft Subdivision Improvement Agreement</b> for Final Map 20964 – Review Mitigation Measures and Implementation of conditions – updated and email to LS, KL, SS, with CC to CA and Planner	
Tract 29064 Lot 9	Continued review of Tract 29064 – <b>Conditions of Approval and Mitigation Monitoring Program</b> , Emails to LS requesting Full Size Plans for my use, email to CE with draft SR, Reso, SIA, and summary of needed information at this time	
Tract 29064 Lot 9	Review of Final Map 29064, completed notes, scanned documents, prepared email sent to KL, LP with CC to CE and CA.	



Tract 29064 Lot 9	Review and comments on Improvement Plans 29064. Provided comments via email to KL and LS with cc to CE and CA 12 Noon to 300 PM – 3 Hours
Tract 29064 Lot 9	Finalized review of <b>Grading Plans</b> for Tract 29064 – emailed info to KL and LS with cc to CA, CE, BT and Planner
<b>PARCEL MAP SOUTH OF RAILROAD TRACTS</b>	
Parcel Map South side of Tracts	Email to Lori Speer and Kim Link regarding SB743 – <b>new legislation requiring VMT</b> as a method for analyzing traffic impacts – effective July 1 2020. Requested that they reach out to their contacts to determine if future DJ Farms Tentative Maps will have to be updated with the new requirements effective July 1 2020
<b>DEVELOPMENT AGREEMENT – D J FARMS SPECIFIC PLAN</b>	
Development Agreement – Needed Update	Email to same folks regarding research on <b>DA Transfer of Rights</b> – No documentation that GB LLC provided letters to City Admin – need to correct

<b>ADMINISTRATIVE ACTIVITY</b>	
	<b>ADU Covenant Agreement review by City Attorney</b> – reviewed prepared email and requested that the final format be completed, also requested direction as how to process the Covenant Agreement and suggested reimbursement be established.
	Emails with CA a- <b>procedural process and Covenant Agreements for ADU's</b> and Planner - research info for HCD report on Tract 29064 for Annual Housing Report and Activity

<b>DISAPPROVED – Room Addition and ADU's</b>			
PA2020-050ZC	ADU Garage Conversion 4827 Pagaling Drive, APN 113,353-010, Rodel Honrada, Drafting Services, 805-264-2701	4827 Pagaling Drive APN 113-353-010	Called left message advising that the application is not complete -option is to review the check list and resubmit with the info. Emailed to Rodel with CC to BT, CA
PA#2012-050ZC-	Project: Accessory Dwelling Unit - Garage Conversion –	4827 Pagaling Drive APN:113-353-010, Applicant: Edgar Nol Quirate	DATED: March 31, 2020, FIRST REVIEW, reviewed emails, scanned documents, crated electronic files, emailed BT, RH, Planner, CA Emailed Applicant and BT of Disapproval  Received info requested, reviewed submittal requirements – application not complete. Disapproved advised to resubmit with the additional information and pay an additional fee.
PA2020-052	Room addition.	387 Campodonico Drive – APN 115-152-009	Created electronic files – APN -Incorrect on application- shows APN 1190=-072-010 SHOULD BE 115-152-009, prepared Aerial Photo, Street View Photo, downloaded zoning info for project, downloaded zoning map
PA2020-051ZC	Proposed ADU	448 Holly Street,	Created electronic file, reduced and scanned

	Garage Conversion and Addition.	APN 115-262-009, Applicant Sergio Rodriguez, Owner Francisco Pereyra	portions of plans submitted by central coast drafting, researched zoning to insure compliance, researched zoning map to verify zoning, researched Santa Barbara County Assessor office to verify Assessor Parcel Number and information, created aerial photos and street view photos from Google Earth of project site, prepared review via Check List per Chapter 18.53 Accessory Dwellings, identified areas on non-compliance and information not provided per ordinance, prepared Staff Action Disapproving application.
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**CONDITIONAL USE PERMIT – INCOMPLETE/WITHDREW BY APPLICANT**

PA2020-054 CUP,	CUP application – Proposal to convert the rear portion of Commercial building into two residence. The building is located along Guadalupe Street in the G-C zone.	941-945 Guadalupe - Mr. Rochlin	Downloaded documents and prepared electronic files
PA2020-054 CUP,	Continued Review - CUP application – Proposal to convert the rear portion of Commercial building into two residence. The building is located along Guadalupe Street in the G-C zone.	941-945 Guadalupe - Mr. Rochlin	Reviewed 941-945 Guadalupe Street for completeness. Created electronic files for project, reviewed application information, prepared letter – application is incomplete and lacking information. Scanned documents, printed 4 copies for mailing to Applicant, one for Building Tech project file, one copy for Home Office file
PA2020-054 CUP,	Continued Review - CUP application – Proposal to convert the rear portion of Commercial building into two residence. The building is located along Guadalupe Street in the G-C zone.	941-945 Guadalupe - Mr. Rochlin	Mr. Rochlin 805-343-0011, review of comments on the application for CUP – discussed several items from the comment letter – identified that his concept is to rent to bicyclists and no off-street parking is intended to be provided. I advised that the staff cannot waive the requirements and a Variance Application would be the process – I advised that he would need to identify other projects in the area that have the no off-street parking in order to justify the findings in granting a variance. He wanted to know what the charge was for the review – advised 6.5 hours and the company charges 120.00 per hour. Phone call lasted about 20 minutes. Typed up summary.



**CITY OF GUADALUPE  
BUILDING DEPARTMENT**

**STATUS REPORT**

**MONTH: April, 2020**

	<b>This Month</b>	<b>Last Month</b>	<b>Year to Date</b>	<b>Last Year</b>
<b>Visitors</b>	<b>5</b>	<b>15</b>	<b>91</b>	<b>153</b>
<b>Inspections</b>	<b>569</b>	<b>659</b>	<b>2,431</b>	<b>1,936</b>
<b>Building Permits Issued</b>	<b>2</b>	<b>83</b>	<b>104</b>	<b>81</b>
<b>Certificate of Occupancy</b>	<b>9</b>	<b>12</b>	<b>36</b>	<b>22</b>

**VISITORS: Permits, Planning application submittals, submitted plan updates, general information**

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4/2/2020	AD 9	Scheduling and records update.		X			David, 5.75 hrs,
4/2/2020	AD 1	201 Las Flores, Site visit with homeowner that has disagreement		X			27 inspections, low
4/2/2020	MS 2	with landscape contractor-decomposed granite and finish grade		X			activity due to shelter
4/2/2020	MS 4	near drain pipes and weep screeds not operating at maximum		X			in place, warm, windy.
4/2/2020	MS 4	efficiency, not a city building dept issue rather an issue between		X			4/2/2020
4/2/2020	MS 4	this homeowner and his landscape contractor, additional		X			
4/2/2020	MS 4	landscaping started after house was finalized.		X			
4/2/2020	FR 2	Lot 130, Roof framing and nailing.		X			
4/2/2020	FR 5	Lot 130, Rough framing.		X			
4/2/2020	FR 9	Lot 130, Shear walls, holdowns, framing hardware.		X			
4/2/2020	FR 2	Lot 131, Roof framing and nailing.		X			
4/2/2020	FR 5	Lot 131, Rough framing.		X			
4/2/2020	FR 9	Lot 131, Shear walls, holdowns, framing hardware.		X			
4/2/2020	FR 2	Lot 132, Roof framing and nailing.		X			
4/2/2020	FR 5	Lot 132, Rough framing.		X			
4/2/2020	FR 9	Lot 132, Shear walls, holdowns, framing hardware,		X			
4/2/2020	SC 9	Lot 122, Stucco scratch coat.		X			
4/2/2020	SC 9	Lot 123, Stucco scratch coat.		X			
4/2/2020	SC 6	Lot 125, Wall insulation, ceiling at final.		X			
4/2/2020	SC 3	4626 11th St, Bldg B, Stucco lath attachment, unit 1.		X			
4/2/2020	SC 3	4626 11th St, Bldg B, Stucco lath attachment, unit 2.		X			
4/2/2020	SC 3	4626 11th St, Bldg B, Stucco lath attachment, unit 3.		X			
4/2/2020	SC 3	4626 11th St, Bldg B, Stucco lath attachment, unit 4.		X			
4/2/2020	SC 3	4626 11th St, Bldg B, Stucco lath attachment, unit 5.		X			
4/2/2020	SC 3	4626 11th St, Bldg B, Stucco lath attachment, unit 6.		X			
4/2/2020	SC 3	4626 11th St, Bldg B, Stucco lath attachment, laundry gang room.		X			
4/2/2020	SC 1	4626 11th St, Bldg B, Drywall attachment, unit 1.		X			
4/2/2020	SC 1	4626 11th St, Bldg B, Drywall attachment, unit 2.		X			
4/2/2020	SC 1	4626 11th St, Bldg B, Drywall attachment, unit 3.		X			
4/2/2020	SC 1	4626 11th St, Bldg B, Drywall attachment, unit 4.		X			
4/2/2020	SC 1	4626 11th St, Bldg B, Drywall attachment, unit 5.		X			
4/2/2020	SC 1	4626 11th St, Bldg B, Drywall attachment, unit 6.		X			
4/2/2020	SC 1	4626 11th St, Bldg B, Drywall attachment, laundry gang room.		X			
4/3/2020	AD 9	Scheduling and records update.		X			David, 5.0 hrs,
4/3/2020	SC 5	4626 11th St, Bldg B, Gas pressure test, unit 1.		X			21 inspections, windy,
4/3/2020	SC 5	4626 11th St, Bldg B, Gas pressure test, unit 2.		X			fairly warm, low activity



4/6/2020	FR 7	856 Pioneer, Unit 6, Rough sprinklers, no hydro test available.						X			
4/6/2020	FR 7	856 Pioneer, Unit 7, Rough sprinklers, no hydro test available.						X			
4/6/2020	FR 7	856 Pioneer, Unit 8, Rough sprinklers, no hydro test available.						X			
4/6/2020	FR 7	856 Pioneer, Unit 9, Rough sprinklers, no hydro test available.						X			
4/6/2020	FR 7	856 Pioneer, Unit 10, Rough sprinklers, no hydro test available.						X			
4/6/2020	FR 7	856 Pioneer, Unit 11, Rough sprinklers, no hydro test available.						X			
4/6/2020	FR 7	856 Pioneer, Unit 12, Rough sprinklers, no hydro test available.						X			
4/6/2020	FR 7	856 Pioneer, Mechanical room, rough sprinklers, no hydro.						X			
4/6/2020	FR 7	856 Pioneer, Laundry room, rough sprinklers, no hydro test.						X			
4/6/2020	FR 4	Lot 127, Rough plumbing.						X			
4/6/2020	FR 8	Lot 127, DWV top out.						X			
4/6/2020	FR 7	Lot 127, Rough fire sprinklers, no hydro test available.						X			
4/6/2020	SC 1	Lot 125, Drywall attachment, no interior gas test available.						X			
4/7/2020	AD 9	Scheduling and records update.						X			David, 5.5 hrs,
4/7/2020	SC 3	149 Santa Barbara, Stucco lath attachment.						X			17 inspections,
4/7/2020	FR 1	Lot 128, Etag issued, PG+E email.						X			cloudy, windy, low
4/7/2020	FR 1	Lot 128, Rough electric.						X			activity due to shelter
4/7/2020	FR 6	Lot 128, Gas piping.						X			in place.
4/7/2020	FR 10	Lot 128, Gas pressure.						X			4/7/2020
4/7/2020	FR 4	Lot 128, Rough plumbing.						X			
4/7/2020	FR 4	Lot 129, Rough plumbing.						X			
4/7/2020	FR 8	Lot 129, DWV top out.						X			
4/7/2020	FR 6	Lot 129, Gas piping.						X			
4/7/2020	FR 10	Lot 129, Gas pressure.						X			
4/7/2020	FR 1	Lot 129, Rough electric.						X			
4/7/2020	FR 1	Lot 129, Etag issued, email PG+E						X			
4/7/2020	FR 7	Lot 127, Hydro test fire sprinklers.						X			
4/7/2020	FR 7	Lot 126, Hydro test fire sprinklers.						X			
4/7/2020	SC 6	Lot 126, Insulation, walls only, ceiling at final.						X			
4/7/2020	SC 3	4202 11th St, Bldg C, Stucco lath attachment for the C building						X			
4/7/2020	SC 3	including the community/kitchen room area, this represents						X			
4/7/2020	SC 3	final approval for the entire stucco lath for all 3 buildings.						X			
4/8/2020	AD 9	Scheduling and records update.						X			David, 5.0 hrs,
4/8/2020	FR 3	5120 Blue Heron Ln, Rough mechanical.						X			21 inspections, cloudy,























4/23/2020	FR 10	Lot 120, Interior gas test.	X						
4/23/2020	F 10	Lot 120, Email gas co. for release.	X						
4/23/2020	F 3	Lot 121, Final mechanical, furnace only.	X						
4/23/2020	SC 6	Lot 121, Ceiling insulation.	X						
4/23/2020	FR 10	Lot 121, Interior gas test.	X						
4/23/2020	F 10	Lot 121, Email gas co. for release.	X						
4/23/2020	F 3	Lot 122, Final mechanical, furnace only.	X						
4/23/2020	SC 6	Lot 122, Ceiling insulation.	X						
4/23/2020	FR 10	Lot 122, Interior gas test.	X						
4/23/2020	F 10	Lot 122, Email gas co. for release.	X						
4/23/2020	F 3	Lot 138, Final mechanical, furnace only.	X						
4/23/2020	SC 6	Lot 138, Ceiling insulation.	X						
4/23/2020	FR 10	Lot 138, Interior gas test.	X						
4/23/2020	F 10	Lot 138, Email gas co. for release.	X						
4/23/2020	F 3	Lot 139, Final mechanical, furnace only.	X						
4/23/2020	SC 6	Lot 139, Ceiling insulation.	X						
4/23/2020	FR 10	Lot 139, Interior gas test.	X						
4/23/2020	F 10	Lot 139, Email gas co. release.	X						
4/23/2020	SW 4	Lot 78, Sewer lateral, 4" pvc.	X						
4/23/2020	SW 8	Lot 78, Water service, 1" pvc.	X						
4/23/2020	SW 8	Lot 78, Fire sprinklers, 1" pvc.	X						
4/23/2020	SW 4	Lot 79, Sewer lateral, 4" pvc.	X						
4/23/2020	SW 8	Lot 79, Water service, 1" pvc.	X						
4/23/2020	SW 8	Lot 79, Fire sprinklers, 1" pvc.	X						
4/23/2020	SW 4	Lot 80, Sewer lateral, 4" pvc.	X						
4/23/2020	SW 8	Lot 80, Water service, 1" pvc.	X						
4/23/2020	SW 8	Lot 80, Fire sprinklers, 1" pvc.	X						
4/23/2020	SW 4	Lot 109, Sewer lateral, 4" pvc.	X						
4/23/2020	SW 8	Lot 109, Water service, 1" pvc.	X						
4/23/2020	SW 8	Lot 109, Fire sprinklers, 1" pvc.	X						
4/23/2020	SW 4	Lot 110, Sewer lateral, 4" pvc.	X						
4/23/2020	SW 8	Lot 110, Water service, 1" pvc.	X						
4/23/2020	SW 8	Lot 110, Fire sprinklers, 1" pvc.	X						
4/23/2020	SW 4	Lot 111, Sewer lateral, 4" pvc.	X						
4/23/2020	SW 8	Lot 111, Water service, 1" pvc.	X						
4/23/2020	SW 8	Lot 111, Fire sprinklers, 1" pvc.	X						
4/23/2020	SC 1	Lot 128, Drywall attachment.	X						





4/29/2020	FR 6	Lot 82, Gas piping only, no test available.							X	
4/29/2020	FR 6	Lot 83, Gas piping only, no test available.							X	
4/29/2020	FR 6	Lot 84, Gas piping only, no test available.							X	
4/29/2020	FR 10	4720 Garrett St, Rough electric 100 amp panel change-out.							X	
4/29/2020	F 2	4720 Garrett St, Final electric 100 amp panel change-out.							X	
4/29/2020	AD 2	4720 Garrett St, email PG+E.							X	
4/30/2020	AD 9	Scheduling and records update.							X	
4/30/2020	FR 1	4206 11th St, Etag issued, email PG+E, Unit A.							X	
4/30/2020	FR 1	4206 11th St, Etag issued, email PG+E, Unit B.							X	
4/30/2020	FR 1	4206 11th St, Etag issued, email PG+E, Unit C.							X	
4/30/2020	FR 1	4206 11th St, Etag issued, email PG+E, Unit D.							X	
4/30/2020	FR 1	4206 11th St, Etag issued, email PG+E, Unit E.							X	
4/30/2020	FR 1	4206 11th St, Etag issued, email PG+E, Unit F.							X	
4/30/2020	FR 1	4206 11th St, Etag issued, email PG+E, Unit G.							X	
4/30/2020	FR 1	4206 11th St, Etag issued, email PG+E, Unit H.							X	
4/30/2020	FR 1	4206 11th St, Etag issued, email PG+E, Unit I.							X	
4/30/2020	FR 1	4206 11th St, Etag issued, email PG+E, Unit J.							X	
4/30/2020	FR 1	4206 11th St, Etag issued, email PG+E, Unit K.							X	
4/30/2020	FR 1	4206 11th St, Etag issued, email PG+E, Unit L.							X	
4/30/2020	FR 1	4206 11th St, Etag issued, email PG+E, Unit M.							X	
4/30/2020	FR 1	4206 11th St, Etag issued, email PG+E, Unit N.							X	
4/30/2020	F 3	4206 11th St, Final mechanical, hydronic heater, gas released,							X	
4/30/2020	F 3	unit A.							X	
4/30/2020	F 3	4206 11th St, Final mechanical, hydronic heater, gas released,							X	
4/30/2020	F 3	unit B.							X	
4/30/2020	F 3	4206 11th St, Final mechanical, hydronic heater, gas released,							X	
4/30/2020	F 3	unit C.							X	
4/30/2020	F 3	4206 11th St, Final mechanical, hydronic heater, gas released,							X	
4/30/2020	F 3	unit D.							X	
4/30/2020	F 3	4206 11th St, Final mechanical, hydronic heater, gas released,							X	
4/30/2020	F 3	unit E.							X	
4/30/2020	F 3	4206 11th St, Final mechanical, hydronic heater, gas released,							X	
4/30/2020	F 3	unit F.							X	
4/30/2020	F 3	4206 11th St, Final mechanical, hydronic heater, gas released,							X	
4/30/2020	F 3	unit G.							X	

David, 5.0 hrs, 28 inspections,  
cool, windy.  
4/30/2020





5c.

## Public Works/Engineering Report April 2020

### Development

#### Pasadera

City staff began using Pasadera Well for domestic water supply. Pasadera requested that the electrical utility bill be transferred to the responsibility of the City and City staff agreed. This transfer was requested of PG&E on April 21, retroactive to February 26, when the City began using this well. The City will be charged \$2,329.57 for past use, and Pasadera will be credited the same amount.

Pasadera began replacing the sidewalk on Niños on April 22. The sidewalk was not installed per the drawings and was too narrow by 1.5 feet. This sidewalk was completed to the appropriate width on April 28.

The City of Guadalupe sent a letter to Union Pacific Railroad on April 4 on behalf of the Pasadera development in order to help facilitate dialogue regarding the bridge that is needed over the railroad in order to develop the southern portion of this project.

### Facilities

#### American Legion Hall

City staff is drafting a transitional agreement in response to a discussion with American Legion members on January 24, 2020. The transitional agreement is being drafted to help the City recover facilities maintenance and utilities costs associated with this facility.

The American Legion Hall termite repairs were delayed due to the discovery of lead paint. New bids are being sought to address this complication.

#### Senior Center

Reroofing the Senior Center is scheduled for May.

#### Public Works Garage

Fixing the garage door on the Public Works garage is scheduled for May.

### LeRoy Park Community Center

Bids for the renovation of the community center at Leroy Park were opened on April 30. Four bids were received, ranging from \$4,366,048 to \$5,115,692. The bids are currently under review.

### Fleet

City staff received word in April that three of its vehicles slated for surplus were sold. The trailer sold for \$275 (three bids), the Ford 250 Econoline van sold for \$4,100 (nine bids), and the 2005 bus sold for \$2,900 (21 bids). The auction house, Govplanet will take 15% for commission, leaving the City with \$233.75 in general fund and \$5,950 in transit. Please note that the executive director of SMOOTH estimated that they would only get \$1,000 for each of the two transit vehicles.

### **General**

Integrated Regional Water Management (IRWM) Disadvantaged Community (DACI) Grant Progress Report 9 covering January 1 through March 31, 2020 was submitted April 8. Amount requested for reimbursement was \$17,614.15. Work covered included design of the Pioneer waterline and trunk line and lift stations.

In April, RCDCC submitted a grant application for Urban Forest total amount \$123,795, \$92,958 grant funded and \$30,837 match.

### **Parks & Recreation**

City staff removed basketball hoops and backboards to encourage social distancing at local parks, consistent with other agencies in Santa Barbara County.

### **Streets**

#### ATP Project

The Preconstruction Meeting for this project was held April 10, 2020. The Notice to Proceed was issued April 17. Construction began on April 20 and the end date is anticipated to be July 7, 2020. City staff is managing this project and assisting with inspection. As part of the project management, 20 submittals were reviewed, and 11 requests for information were addressed. As with any construction project that involves excavation, some minor adjustments have been made to the project, including the relocation of a fire hydrant, addition of additional curb and gutter to improve the appearance of the corner at 9<sup>th</sup> and Guadalupe Street, addition of some concrete work just north of the Amtrak station, and adjustments to the relocation of the sample station/air vac at 5<sup>th</sup> and Guadalupe Street. In addition, City staff is working with PG&E and Frontier Communications on the relocation of a guy wire on an electrical pole at 5<sup>th</sup> and Guadalupe Street. The biggest change order at this time is approximately \$1,886 for the cost of

a double permit from Caltrans, which was an unexpected cost for both the City and the contractor. All in all, the project is going well for construction of this magnitude.

### Safe Routes to School

The City of Guadalupe submitted a grant application for pedestrian improvements on 11<sup>th</sup> St. adjacent to Buren Elementary School in the amount of \$114,710, along with eight other applications. \$740,422 was requested for \$458,838 worth of funds. City staff helped review and score the submittals (all but our own) and participated in a conference call on April 22. The City ranked number 4 out of 9 projects and is included in the list of projects being recommended to North County subregional to receive full funding. Approval of the funding will occur at the May SBCAG board meeting. City staff has programmed this funding to be spent in fiscal year 21 – 22 to coordinate with Escalante Meadows construction.

### **Transit**

Development of the updated Short Range Transit Plan approved in Resolution 2020 – 02 was doing well until the pandemic. Reduced ridership affected the ability to obtain a meaningful onboard survey and ride check. The project is currently on hold.

Several adjustments were made to transit operations in April as a result of the pandemic. These changes were made in major part because of changes to associated transit agencies such as Santa Maria Area Transit (SMAT) and Regional Transit Authority (RTA). These changes included waiving fares, eliminating Sunday operation of the Guadalupe flyer, and reducing operating hours Monday through Saturday. In addition, the Guadalupe shuttle service was discontinued due to school shut down and drastic reduction in ridership.

Phase I CARES Act stimulus funds of \$69,061 have been granted to City of Guadalupe on a reimbursable basis for cleaning costs, lost fare box revenue from March 30 (discontinuation of Shuttle and reduced hours), continuation of operations associated with Covid.

### **Water**

#### 5<sup>th</sup> Street Well Abandonment

5th Street well abandonment is scheduled to be completed in fiscal year 20 – 21. In April, City staff began researching the process to abandon a well. The well abandonment permit application was completed.

#### Obispo Water line Replacement

City staff discovered that there were some leftover funds in the IRWM disadvantaged community improvements (DACI) grant available for development of plans and specifications for water or wastewater projects. The 2014 Water Master Plan indicated that the Obispo water line needs to be upgraded to meet fire flow requirements. Staff identified two contiguous blocks, one containing four-inch waterline and the other containing six-inch waterline that need



to be upgraded to 12 inches diameter. Proposals were open on April 9. For proposals were received, ranging in price from \$33,591-\$50,321. The design project was awarded to the lowest bid, Cannon Corporation, in resolution 2020 –30 on April 28.

## **Wastewater**

### Emergency Response

The HIPOWER HRIW25, Tier 4 towable generator was received in early April. This equipment was purchased to operate sewer lift stations in the event of a power outage. The generator was tested at Pioneer and Highway 1 lift stations and worked at both locations as anticipated. A longer connecting cabled was constructed to facilitate this operation.

### Gularte Lift Station

On Sunday, April 26, the wastewater on-call operator visited Gularte Lift Station and found the power off and the lift station full. The power was off because of a car accident the previous day. Emergency repairs were underway the following morning. Conversations with PG&E staff revealed that the time of use meters at the lift stations can be programmed to notify staff by text of power outages. Had staff not performed their regular daily check of this lift station, there would have been an overflow.

### Flowmeter Calibration

The influent and effluent flow meters of the wastewater treatment plant were calibrated on April 14. Accurate readings from these flowmeters are important for both regulatory compliance and process control. These flowmeters need to be calibrated annually.

### Effluent Pump Station

Design of the effluent pump station began on April 14, 2020 with a survey of existing facilities. A kickoff meeting is scheduled for Thursday, May 7.

### Process

The annual volumetric recycled water flow report was completed April 22. This is a new report that is required to be submitted to the state by April 30 of each year due to recent regulations regarding recycled water.



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE  
Agenda of May 12, 2020**

  
Prepared by:  
Thomas Brandeberry, RCDC

  
Approved by:  
Todd Bodem, City Administrator

**SUBJECT:** Authorizing the City's submission to the State of California of one or more application(s) for the purpose of supplementing existing contract # 17CDBG12099 in the aggregate amount, not to exceed, \$820,000

**RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 2020-32 authorizing the City's submission to the State of California of one or more application(s) for the purpose of supplementing existing contract #17CDBG12099 in the aggregate amount, not to exceed, \$820,000, for the following CDBG activities, pursuant to the January 2020 CDBG NOFA:03D Youth Center \$820,000.

**BACKGROUND:**

The City submitted an application to the Department of Housing and Community Department (HCD) for Community Development Block Grant (CDBG) program funds in November of 2017. The City received a grant of \$4,093,023 to restore/ rehabilitate Leroy Park and Community Center. Due to a number of unforeseen factors, the project was delayed and costs have increased, leaving some features from the original design and CDBG scope of work of the park and community center unfunded. However, the bid package included both funded and unfunded features to allow for unfunded features to be added in as additional funding became available.

On April 28, 2020, the State CDBG program sent an email to the City indicating that the State would be able to increase funding for 2017 projects that had gaps in funding for public facility projects by 20% of the original activity (not contract) cost. While this will not cover the entire shortfall in funding, it will allow the City to increase in CDBG project award by an additional \$820,000.

The City was required to submit a number of documents to the State CDBG Program, all of which have been submitted except for the required resolution of the City Council.

## **DISCUSSION:**

The most recent cost estimate for phase 2 (unfunded) is \$1,774,651.65. While the \$820,000 will not cover all unfunded features, it does help greatly in getting to a fully completed project. Other funding sources are being reviewed or applications have been submitted.

Funded and unfunded features were included in the design of the bid package in order for the City to be able to add unfunded features to the contractor's work as funding becomes available. The bid package required bids for both phase 1 and 2. Depending on the timing of the construction contractor being awarded and the CDBG supplement award being executed by the State, these funds could be added before the award to the contractor or via a change order should the construction contract be awarded before the City has in amended CDBG 17CDBG12099 contract.

The State CDBG Program Income rules require that any income earned on CDBG funds must be used on an approved eligible CDBG project. The only exception is when program income (PI) received in any given fiscal year is less than \$35,000, in which case, the PI can be spent in any way a recipient wishes to spend it. On the other hand, if the PI exceeds \$35,000, the entire amount of PI must be spent on an eligible project. In the City, the only eligible project is the LeRoy Park and Community Center Project (LeRoy Park). This creates a potential problem when applying for supplement CDBG grant funds to be used on LeRoy Park.

For example, assume that the City is successful and is awarded \$820,000 in supplement CDBG grant funds for LeRoy Park, and PI does not exceed \$35,000. Say the PI is \$30,000 and also that the City chooses to spend the PI on LeRoy Park. In that case, the City would have a total of \$850,000 to spend on LeRoy Park (i.e., the \$30,000 in PI and the \$820,000 in supplemental CDBG funds). But, if PI exceeded \$35,000 (say \$40,000), all of the PI must be spent on an eligible project, and since the City's only eligible project is LeRoy Park, the entire amount of the PI would have to be spent on LeRoy Park. In addition, under the normal CDBG Program Income rules, the available supplemental CDBG grant funds amount would have to be reduced by the \$40,000 in PI, since the grant application requested a total CDBG grant of \$820,000. As a result, the total amount of CDBG funds that could be spent on LeRoy Park is \$820,000. This result is a loss of potentially available funds that could be used on LeRoy Park.

This result can be avoided by including if the resolution the Council adopts to authorize applying for the supplemental CDBG grant funds requires all PI funds in excess of \$35,000 to be spent on LeRoy Park in addition to the supplement grant funds. In this way, the City has authority to use the entire amount of the supplement CDBG grant funds in addition to all PI. Section 2 of the attached Resolution accomplishes this.

**FISCAL IMPACT:**

The potential 20% (approximately \$820,000) increase in project funds would allow the City to complete portions of the project which are currently in the 2nd phase pending funding. It should be noted, as per the email (attached) no additional administration funds will be added to the contract and these funds can only be used for direct costs associated with the renovation of LeRoy and Community Center.

**ATTACHMENTS**

1. Resolution No. 2020-32 "A Resolution approving an application for funding and the execution of a grant agreement and any amendments thereto from the 2019-2020 funding year of the State CDBG program".
2. CDBG Email.

**RESOLUTION NO. 2020-32**

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2019-2020 FUNDING YEAR OF THE STATE CDBG PROGRAM**

**WHEREAS**, the LeRoy Park and Community Center project costs have increased since the original cost estimate was completed in November 2017.

**WHEREAS**, the City of Guadalupe received an email on April 28, 2020 stating the LeRoy Park and Community Center project would be eligible for a 20% increase in funds.

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

**SECTION 1.**

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) for the purpose of supplementing existing contract # 17CDBG12099 in the aggregate amount, not to exceed, \$820,000 for the following CDBG activities, pursuant to the January 2020 CDBG NOFA: 03D Youth Center \$820,0000.

**SECTION 2.**

The City also hereby approves the use of all Program Income that is received during Fiscal Year 2019/2020 and/or 2020/2021, should the amount received be greater than \$35,000 in either fiscal year, for the CDBG activities described in Section 1.

**SECTION 3.**

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

**SECTION 4.**

The City hereby authorizes and directs the Mayor, or designee, to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

**SECTION 5.**

If an application is approved, the Mayor or designee, is authorized to enter into, execute and deliver the grant agreement and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

**SECTION 6.**

If an application is approved, the Mayor or designee, is authorized to sign and submit funds requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

**PASSED, APPROVED AND ADOPTED** at a regular meeting on this 12<sup>th</sup> day of May, 2020 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. 2020-32**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held May 12, 2020, and that same was approved and adopted.

ATTEST:

\_\_\_\_\_  
Joice Earleen Raguz, City Clerk

\_\_\_\_\_  
Ariston Julian, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Philip Sinco, City Attorney

----- Forwarded message -----

From: **Waddell, Janice@HCD** <[Janice.Waddell@hcd.ca.gov](mailto:Janice.Waddell@hcd.ca.gov)>

Date: Tue, Apr 28, 2020 at 1:43 PM

Subject: Supplemental Assistance for 2017 CDBG Awards for Construction Projects

To: Waddell, Janice@HCD <[Janice.Waddell@hcd.ca.gov](mailto:Janice.Waddell@hcd.ca.gov)>

Cc: Hayes, Jessica@HCD <[Jessica.Hayes@hcd.ca.gov](mailto:Jessica.Hayes@hcd.ca.gov)>, Kuhnert, Roxann@HCD <[Roxann.Kuhnert@hcd.ca.gov](mailto:Roxann.Kuhnert@hcd.ca.gov)>, Mallavia, Connie@HCD <[Connie.Mallavia@hcd.ca.gov](mailto:Connie.Mallavia@hcd.ca.gov)>, Jones, Robert@HCD <[Robert.Jones@hcd.ca.gov](mailto:Robert.Jones@hcd.ca.gov)>, Ramos, Leticia@HCD <[Leticia.Ramos@hcd.ca.gov](mailto:Leticia.Ramos@hcd.ca.gov)>, Low, Herman@HCD <[Herman.Low@hcd.ca.gov](mailto:Herman.Low@hcd.ca.gov)>, Early, Mamie@HCD <[Mamie.Early@hcd.ca.gov](mailto:Mamie.Early@hcd.ca.gov)>

Changing market conditions have caused costs increases for construction projects. Several jurisdictions with 2017 CDBG awards have contacted HCD to see if additional funding might be available. HCD will accept requests for an increase of up to 20% of the grant amount originally awarded. All additional funds must be for activity costs. No additional General Administration funding will be provided.

For consideration of a funding increase please submit the following documentation to [cdbgnofa@hcd.ca.gov](mailto:cdbgnofa@hcd.ca.gov):

- Name of jurisdiction,
- Contract Number,
- Engineer's Cost Estimate (less than 45 days old),
- Updated Project Timeline (less than 45 days old),
- An updated project description including an explanation of the reason for the cost increase,
- Most recent Single Audit if applicable,
- Documentation of Program Income on-hand and expected to be received during the duration of the contract,
- A request from the Authorized Representative to increase the grant award and a certification that the scope of the project has not changed.
- CDBG Request for Supplement Assistance – 2017 Construction Awards
- A resolution authorizing the increased funding.

If you have any questions please contact Roxann Kuhnert at: [Roxann.Kuhnert@hcd.ca.gov](mailto:Roxann.Kuhnert@hcd.ca.gov) or your CDBG Grants Management Representative.

Janice



***Janice L. Waddell***

Federal Programs Branch Chief

Housing & Community Development

2020 W. El Camino Avenue, Suite 200 | Sacramento, CA 95833

Phone: (916) 263-1466

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**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE**  
**Agenda of May 12, 2020**

151

Prepared by:  
**Philip F. Sinco, City Attorney**

Approved by:  
**Todd Bodem, City Administrator**

**SUBJECT:** Ordinance No. 2020-488 to amend Guadalupe Municipal Code to permit a consultant to serve as the City's Building Official.

**RECOMMENDATION:**

It is recommended that the City Council introduce Ordinance No. 2020-488 that will permit a qualified professional consultant to serve as the City's Building Official instead of the Director of Public Safety/City Engineer if approved by the City Council.

*Suggested motion:* "I move to waive first reading, introduce, and continue to the Council's meeting of May 26, 2020 for second reading and adoption, Ordinance No. 2020-488 amending section of Chapter 2.21 of the City of Guadalupe Municipal Code concerning who may serve as the City's Building Official."

**BACKGROUND:**

California Health & Safety Code section 18949.27 requires every local jurisdiction to have a building official. Health & Safety Code section 18949.28 provides that all building officials shall complete one year of verifiable experience in the appropriate field, and shall, within one year thereafter, obtain certification from a recognized state, national, or international association, as determined by the local agency. Health & Safety Code section 18949.29 provides that all building officials shall complete a minimum of 45 hours of continuing education for every three-year period. Local jurisdictions are required to pay for the costs of certification and ongoing training. (Health & Safety Code section 18949.31). These training requirements do not apply to a registered professional engineer rendering building official services within the scope of his or her registration or licensure, except when such registered professional engineer is an employee of a local jurisdiction.

The City's Municipal Code, Section 2.21.020, designates the Director of Public Works/City Engineer as the City's Building Official. At the time this section was originally enacted in 1990, and up until recently, was a position filled by a registered professional engineer serving as a professional independent consultant. For this reason, the City was not required to pay for the certification and training of its Director of Public Works/City Engineer. This situation changed last year with the hiring of Shannon Sweeney as the Director of Public Works/City Engineer, and as a City employee. Although Ms. Sweeney is a registered professional engineer and could provide building official services for the City if



she served as an independent consultant rather than a City employee, but since she is a City employee, she is required to obtain the certification and continuing education training required by state law at the City's expense in order for her to legally serve as the City's Building Official.

**DISCUSSION:**

Although state law permits the City to increase building fees to cover the costs of the additional expenses it would incur for training its building official, staff does not believe that requiring Ms. Sweeney to take on the additional duties of the City's Building Official would be efficient or cost-effective because she already has many existing duties and has a busy work schedule. Staff believes that it is preferable to retain the services of a qualified professional to serve as the City's Building Official. In order for this to occur, it is necessary to amend the City's Municipal Code to permit this. However, in order to preserve flexibility in the event that the situation may change and it would be a more efficient and cost effective solution to have the Director of Public Works/City Engineer serve as the City's Building Official, the proposed change to the City's Municipal Code permits the Director of Public Works/City Engineer the serve as the City's Building Official, or, a qualified professional if approved by the City Council to serve in this capacity.

**FISCAL IMPACT:**

Approving the proposed change to the Municipal Code will have a significant positive fiscal impact because it will allow the City to retain independent building professionals who can provide Building Official services as a less expensive rate than what these services previously cost the City; and while the City's costs to train the current Director of Public Works/City Engineer to serve as the City's Building Official could be recouped through increased permit fees, this would likely have an indirect negative impact on the City's general and enterprise funds because it would place additional duties on the Director of Public Works/City Engineer, thus reducing productivity.

**ALTERNATIVES:**

If the City Council chooses not to introduce the proposed ordinance, the City Council could instead:

1. Decide not to introduce the proposed ordinance and direct staff to prepare a budget amendment for the Council's consideration to include the cost of the required training for the Director of Public Works/City Engineer to become certified as the City's Building Official, and to conduct a cost analysis for this training to include in a fee adjustment/increase to cover these costs and to bring a request to the City Council to increase these fees; or
2. Make changes to the proposed ordinance such as to eliminate the Director of Public Works/City Engineer as someone who could serve as the City's Building Official.

**ATTACHMENTS:**

1. Ordinance No. 2020-488 entitled "An Ordinance of the City Council of the City of Guadalupe California, Amending Section 2.21.020 of Chapter 2.21 of the City of Guadalupe Municipal Code Concerning Who May Serve as the City's Building Official."

**ORDINANCE NO. 2020-488**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA, AMENDING SECTION 2.21.020 OF CHAPTER 2.21 OF THE CITY OF GUADALUPE MUNICIPAL CODE CONCERNING WHO MAY SERVE AS THE CITY'S BUILDING OFFICIAL**

**WHEREAS**, all local jurisdictions are required pursuant to Health & Safety Code section 18949.27 to have a building official; and

**WHEREAS**, Health & Safety Code section 18949.28 provides that all building officials shall complete one year of verifiable experience in the appropriate field, and shall, within one year thereafter, obtain certification from a recognized state, national, or international association, as determined by the local agency; and

**WHEREAS**, Health & Safety Code section 18949.29 provides that all building officials shall complete a minimum of 45 hours of continuing education for every three-year period; and

**WHEREAS**, Health & Safety Code section 18949.31 provides that a local jurisdiction shall bear the costs of certification, certification renewal, and continuing education, for building officials; and

**WHEREAS**, Health & Safety Code section 18949.30 provides that these requirements to not apply to a registered professional engineer rendering building official services within the scope of his or her registration or licensure, except when such registered professional engineer is an employee of a local jurisdiction; and

**WHEREAS**, the City's Municipal Code, Section 2.21.020, designated the Director of Public Works/City Engineer as the City's Building Official, which, at the time this section was originally enacted in 1990, and up until recently, was a position filled by a registered professional engineer serving as a professional independent consultant and not by a City employee; and

**WHEREAS**, the City's current Director of Public Works/City Engineer, Shannon Sweeney, is a registered professional engineer and could provide building official services for the City if she served as an independent consultant rather than a City employee, but since she is an employee, would be required to obtain the certification and continuing education training required by state law at the City's expense; and

**WHEREAS**, although state law permits the City to include the costs of certification and training of its Building Official into the costs of building-related fees, it is not an economical or practical solution to provide this training for Ms. Sweeney to become certified to serve as the City's Building Official in light of her existing duties and busy work schedule; and

**WHEREAS**, at the present time, it is more efficient and cost effective for the City to secure the services of a qualified professional to serve as the City's Building Official, and therefore, it is necessary to amend the City's Municipal Code to permit this; and

**WHEREAS**, in order to preserve flexibility in the event that the situation may change and it would be a more efficient and cost effective solution to have the Director of Public Works/City Engineer serve as the City's Building Official, the proposed change to the City's Municipal Code maintains the designation of the Director of Public Works/City Engineer as the City's Building Official, unless a qualified professional is otherwise selected and approved by the City Council to serve in this capacity.

**NOW, THEREFORE**, the City Council of the City of Guadalupe does ordain as follows:

**SECTION 1.** Section 2.21.020 of Chapter 2.21 of the Guadalupe Municipal Code is hereby amended to read as follows:

**2.21.020 Building Official.**

The position of Building Official for the City of Guadalupe is hereby created and established. The Public Works Director/City Engineer shall be the Building Official for the City, or a qualified professional consultant if approved by the City Council.

**SECTION 2.** This Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), and the CEQA guidelines, and has been found to be exempt pursuant to §15306 of the CEQA Guidelines (Information Collection) because it does not have the potential to create a physical environmental effect.

**SECTION 3.** The City Council declares that each section, subsection, paragraph, subparagraph, sentence, clause, and phrase of this Ordinance is severable and independent of every other section, subsection, paragraph, subparagraph, sentence, clause, and phrase of this Ordinance. If any section, subsection, paragraph, subparagraph, sentence, clause, or phrase of this Ordinance is held invalid, the City Council declares it would have adopted the remaining provisions of this Ordinance irrespective of the portion held invalid, and further declares its express intent that the remaining portions of this Ordinance should remain in effect after the invalid portion has been eliminated.

**SECTION 4.** The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Administrator and City Attorney concerning any changes deemed necessary.

**INTRODUCED** at a regular meeting of the City Council on the 12<sup>th</sup> day of May 2020, by the following roll call vote: **Motion**

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAINED:**

**ATTEST:**

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Joice Earleen Raguz, City Clerk

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Ariston Julian, Mayor

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Phillip F. Sinco, City Attorney



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE**  
**Agenda of May 12, 2020**

**Presented by:**  
**Todd Bodem, City Administrator**

**SUBJECT:** Consider entering into an agreement with Ms. Margaret (Peggy) Woods for independent contractor planning services.

**RECOMMENDATION:**

It is recommended the Council adopt Resolution No. 2020-33 authorizing the City to enter into an Agreement for Planning Services with Ms. Margaret (Peggy) Woods.

**BACKGROUND:**

Mr. Larry Appel of Integrity Planning was hired as a Contract Planning Director in 2017. When the City Council renewed Mr. Appel's professional planning service agreement in March 2020, City staff mentioned in the staff report that they will be completing a cost benefit analysis in the near future to consider other planning services including options for in-house, continued out-sourcing, or a combination thereof. Mr. Appel was hired to work on more long-range planning efforts. Mr. Appel only works up to 20 hours per week and the City staff and City Council are very happy with the services provided by him. He does not have time to handle the ministerial planning tasks.

In early 2018, former City Administrator, Cruz Ramos, hired Mr. Jake Raper to provide supplemental planning services. His primary responsibilities included taking over all of Pasadera related items from Mr. Appel and processing of applications for accessory dwelling units (ADU's). This freed up Mr. Appel's time to work on other long-range planning efforts like updating the General Plan and the Zoning Ordinances. Mr. Raper does not have an agreement with the City. Instead, he is an employee of JAS Pacific, which is a firm that also handles our building inspections, plan check reviews and some public works tasks. The JAS Pacific agreement commenced in September 22, 2015 and was a two year agreement (two year term until September 22, 2017) that is now expired so the City is working on month-to-month basis.

The initial arrangement with Mr. Raper was never specifically approved by the City Council since the City's agreement with JAS Pacific included a provision that it could provide additional services and additional other JAS Pacific employees if requested by the City. Staff found emails from the former City Administrator confirming Mr. Raper's hourly rate of \$100.00 per hour for work at home and \$125.00

per hour for work outside of home not exceed \$2,500.00 per month. As part of staff's evaluation of alternatives for supplemental planning services, staff became aware of an experienced planning professional willing to provide the supplemental planning services provided by Mr. Raper at a significantly lower cost, and therefore, it is now appropriate for the City Council to consider entering into an agreement with the planning professional.

As you know, the City runs on an extremely tight budget. For years we were operating in the 'red' and just in the last two years have been able to balance our budget. Due to the fact that many of the City's permits are set with fixed fee, the City must pay the difference through the general fund, and that has become much more difficult lately. Staff has known for some time and has been looking into other options from actually hiring an Assistant Planner as a part-time City employee to searching for planning professionals willing to work as independent contractors working part time like Mr. Appel. Staff was fortunately to learn about and subsequently meet with Margaret (Peggy) Woods, a retired former Planning Services Manager (and former Acting Community Development Director) for the City of Santa Maria who is interested in working part-time as an independent contractor at the hourly rate of \$75 per hour. Ms. Woods is a very experienced planning professional with many years of experience at the highest levels of the profession. In addition to ensuring that City receives quality planning services, this arrangement will save the City a significant amount of money as the billing rate is at least 25% less than what JAS Pacific is charging us for Mr. Raper's services.

Attached for Council consideration is the proposed agreement with Ms. Woods (see Attachment No. 2). The proposed agreement provides a single year term with an opportunity to extend the agreement based on the mutual written agreement of both parties. In staff's opinion, it is in the City's best interest to hire Ms. Woods based on her experience (See Attachment No. 3, bio, experience and brief list of accomplishments).

### **Options Available to the Council**

1. The Council could approve the agreement as recommended;
2. The Council could direct that changes be made to the agreement; or
3. The Council could decide not to enter into the agreement.

If the City Council chooses the first option above, the new agreement will be effective on May 12, 2020 for a one year term through May 12, 2021.

### **FISCAL IMPACT:**

The current rate for Jake Raper is \$100.00 per hour while working at home and \$125.00 per hour if he works in the office or outside of home. Ms. Wood's agreement calls for an hourly rate of \$75.00. With Ms. Woods, the City will see an immediate reduction to the City's General Fund. It should be noted that a significant portion of the charges for services noted in the contract would be offset by the planning fees the City collects. Additionally, the City will continue to collect a 35% overhead on all hours Ms. Wood's bills when working on reimbursable projects (applicant-paid projects).

## **ATTACHMENTS**

1. Resolution No. 2020-33 "A Resolution of the City Council of the City of Guadalupe authorizing the City to enter into an agreement with Margaret (Peggy) Woods, for Independent Contractor Planning Services".
2. Standard Consultant Agreement between the City of Guadalupe and Margaret (Peggy) Woods
3. Ms. Margaret (Peggy) Woods Bio and Guadalupe Accomplishments

**RESOLUTION NO. 2020-33**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH MARGARET (PEGGY) WOODS FOR INDEPENDENT CONTRACTOR PLANNING SERVICES**

**WHEREAS**, the City of Guadalupe is in need of supplemental professional planning services; and

**WHEREAS**, Mr. Larry Appel of Integrity Planning had previously entered into a temporary agreement in 2017 to provide such long-range planning services; and

**WHEREAS**, in 2018, former City Administrator Cruz Ramos hired Mr. Jake Raper an employee of JAS Pacific, a firm contracted with the City to provide building and related services, under the "Additional Services" provision of that agreement, to provide supplemental planning services for the City including matters related to the Pasadera project, processing applications for accessory dwelling units and other ministerial permit applications which freed up Mr. Appel to work on more long-range planning efforts including updating the General Plan and the Zoning Ordinance; and

**WHEREAS**, Mr. Jake Raper's hourly rate of \$100.00 while working from home, and \$125.00 per hour while working outside his home is costly for City on a limited budget; and

**WHEREAS**, the City of Guadalupe met with Margaret (Peggy) Woods, a planning professional with many years of experience at the highest levels of the planning profession, including serving as the Acting Community Development Director and the Planning Division Manager for the City of Santa Maria, and confirmed her interest in providing supplemental planning services for the City of Guadalupe at the hourly rate of \$75.00 per hour at approximately 10 hours per week, and subsequently negotiated a contract that that is agreeable to the City and to Ms. Margaret (Peggy) Woods for providing said services; and

**WHEREAS**, the City desires to retain Margaret (Peggy) Woods to provide said services with a new agreement commencing on May 12, 2020 through May 12, 2021, which agreement is attached the staff report for this item as Attachment 2.

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

**SECTION 1.** The Agreement for Consulting Services between the City of Guadalupe and Ms. Margaret (Peggy) Woods, attached to the staff report for this item as Attachment 2, and incorporated in this resolution, is hereby approved.

**SECTION 2.** The Mayor is authorized to sign the Agreement with Margaret (Peggy) Woods on behalf of the City.

**PASSED, APPROVED AND ADOPTED** at a regular meeting on the 12<sup>th</sup> day of May, 2020 by the following vote:

**Motion:**



**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

I, Joice Raguz, City Clerk of the City of Guadalupe, **DO HEREBY CERTIFY** that the foregoing Resolution, being **Resolution No. 2020-33** has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held May 12, 2020 and that same was approved and adopted.

ATTEST:

\_\_\_\_\_  
Joice Earleen Raguz, City Clerk

\_\_\_\_\_  
Ariston Julian, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Phillip Sinco, City Attorney

**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF GUADALUPE  
AND  
MARGARET (PEGGY) WOODS**

THIS AGREEMENT FOR CONSULTANT SERVICES (the "**Agreement**") is made and entered into this 12th day of May 2020, by and between the CITY OF GUADALUPE, a municipal corporation ("**City**") and MARGARET (PEGGY) WOODS, a sole proprietorship ("**Consultant**").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 18 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from commencing on May 12, 2020 through May 12, 2021, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

Section 2. Scope of Services. Consultant agrees to perform the services set forth in Exhibit A (Scope of Services) and made a part of this Agreement.

Section 3. Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B (Compensation) and made a part of this Agreement.

(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (Administration, ministerial, and discretionary review). City shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice to Consultant with specific items in

dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Consultant, which are disputed by City, City will cause Consultant to be paid within forty-five (45) days of receipt of Consultant's invoice.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

(e) Consultant shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, Sections 15 and 16, pertaining to indemnification and insurance, respectively. Consultant agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Consultant's Books and Records.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures, unless all documents and records are turned over to the City at the conclusion of the Agreement.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated

representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement. The City shall compensate the Consultant for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 8. Status of Consultant.

- (a) Consultant is and shall at all times during the terms of this Agreement remain a wholly independent Consultant and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- (b) The Consultant shall not obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

Section 9. Standard of Performance. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 10. Compliance With Applicable Laws, Permits and Licenses. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Consultant. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

Section 11. Nondiscrimination. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. Conflicts of Interest. Consultant agrees to at all times avoid conflicts of interest with the interests of the City in the performance of this Agreement.

Section 14. Confidential Information; Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.

(b) Consultant shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or sub consultant of Consultant, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the

opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Consultant shall be compensated for all costs associated with complying with this section.

Section 15. Indemnification.

(a) City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "**Indemnitees**") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "**Claims**") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willfully wrongful acts or omissions of Consultant, its agents, officers, directors, sub consultants or employees, committed in performing any of the services under this Agreement.

(b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Consultant under Section 16 shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(c) The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willfully wrongful acts or omissions.

(d) City agrees to indemnify Consultant for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.

Section 16. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Consultant agrees to provide City with copies of required policies upon request.

Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1"any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(4) Errors and omission liability insurance appropriate to the Consultant's profession.

B. Minimum Limits of Insurance: Consultant shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions Liability \$1,000,000 per claim.

C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.

(2) General Liability and Automobile Liability Coverages.

(a) City and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.

(b) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage.

Unless the City Administrator otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

D. Other Requirements: Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.

(1) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.



(2) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Section 17. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under the Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize sub consultants.

Section 18. Termination of Agreement.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

Section 19. Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

Section 20. Excusable Delays. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, and acts of federal, state or local governments, acts of the City,

court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 21. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 22. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City: **City Administrator  
City of Guadalupe  
918 Obispo Street  
Guadalupe, CA 93434**

To Consultant: **Margaret (Peggy) Woods  
1208 Westbrook Drive  
Lompoc, CA 93436**

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 23. Authority to Execute. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

Section 24. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 25. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 26. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

Section 27. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation

between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 28. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 29. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 30. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 31. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:

CONSULTANT:

CITY OF GUADALUPE

MARGARET (PEGGY) WOODS

By: \_\_\_\_\_  
Ariston D. Julian, Mayor

by: \_\_\_\_\_  
Margaret (Peggy) Woods

APPROVED AS TO FORM:

\_\_\_\_\_  
Philip Sinco, City Attorney

## **ATTACHMENT A – Scope of Services**

**Consultant will provide City with planning services similar to a fully trained planner, working in conjunction with the Contract Planning Director. Supervision of the Consultant will be through the City Administrator. Consultant will not maintain an office at the City as Consultant is an Independent Contractor and will maintain her own office, but Consultant will provide ministerial and discretionary planning services as needed to process Zoning Clearance applications, and various conditional use permits, design reviews and various map applications, prepare California Environmental Quality Act (CEQA) documents, Categorical and General Exemptions as needed for privately submitted projects, or City projects. Consultants shall attend meetings and hearings, at the request of the City Administrator, as needed to perform the job of contract planner and communicate with staff and the public through electronic mail and telephonically. In general, the Consultant will not exceed 10 hours per week, unless working on a discretionary project (applicant reimbursable) or as otherwise requested by the City Administrator.**

## **ATTACHMENT B – Compensation**

**Contract Planner shall be compensated at the rate of Seventy Five (\$75.00) Dollars per hour.**

### ***Education***

Master of Arts – Public Administration – California State University, Northridge – 1992

Bachelor of Arts – Anthropology – University of California, Santa Barbara – 1976

### ***Professional Certifications/Training***

Managerial/Supervisory Skills, University of California, Santa Barbara

Construction Technology, Ventura College

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I was raised in Ventura, California where I attended both elementary school and high school. After graduating from high school, I attended the Universities of California at Davis and Santa Barbara, where I received my undergraduate degree.

After graduating from college in 1976, I began working for the City of San Buenaventura (Ventura) in the Building and Safety Division/Community Development Department as a part-time Clerk/Typist, which led to a series of promotions over a 12-1/2 year period to Building Aide, Building Technician, Building Inspector, and finally, to Senior Building Inspector.

During my years working in my positions as a Building Aide/Building Technician, and then as a Building Inspector/Senior Building Inspector, my duties included: filing; answering phones; assisting the public at the front counter; daily logging and accounting of Building and Safety Division monies; preparing building activity statistical reports; inspecting all types and all phases of residential, commercial, and industrial projects; and, plan checking all types of construction projects.

In 1990, I changed careers and started working as an Assistant Planner for the City of Ventura in the Planning Division/Community Development Department. I worked primarily in Advanced Planning, and my duties included: environmental review and preparation of environmental documents; working with outside agencies on Planning matters; preparing staff reports and recommendations for Environmental Review Board/Planning Commission/City Council; reviewing all types of Planning permits; providing counter assistance; and, assisting with the General Plan Housing Element Update.

As a result of a family relocation to the Central Coast, I started working for the City of Santa Maria as a Planning Technician in 1991.

Over a period of 22 years, I worked for the City of Santa Maria (over three separate periods), the City of Solvang, the County of Santa Barbara, and the City of Lompoc.

My career with the City of Santa Maria spanned a total of 16 years, and included the following positions: Planning Technician; Planner II; Planner III; Planning Division Manager; and, Acting Director of Community Development. I worked in both Current and Advanced Planning and

personally handled and/or supervised all aspects and responsibilities associated with the Planning Division.

As a Planning Division Manager, I supervised approximately 14 employees in various positions in the division. In 2009, while I was working in the position of Planning Division Manager, the current Director of Community Development became ill, and subsequently vacated the position of Director. The City Manager appointed me Acting Director of Community Development for approximately six months until the City hired a new Director of Community Development. However, I returned to the position of Planning Division Manager until my retirement from the City of Santa Maria at the end of 2013.

I also worked for the following agencies in the specified positions and length of time: City of Solvang, Assistant Planner, one year; County of Santa Barbara, Planner I/II, one and one-half years; and, City of Lompoc, Planner II, four years.

A full list of the breadth of my experience in the Planning Division is available, if necessary.





The current Director of Public Works/City Engineer, Shannon Sweeney, is a registered engineer, but she does not have the training required for a building official nor does she have the CAsp certification that state law requires. While she could serve as the City's Building Official without certification if she was an independent contractor, because she is a City employee, she would be required to become certified as a building official (at City expense) and have to take 45 hours of continuing education every three (3) years (also at City expense). This is not an economical or practical solution as she already has many other duties and a busy schedule.

As mentioned in the staff report concerning the renewal of Contract Planning Director Larry Appel's professional planning service agreement in March 2020, City staff intended to work on a cost-benefit analysis to consider other planning services including options for in-house, continued out-sourcing, or a combination thereof in order to reduce costs. This effort was successful as evident by another item on the Council's agenda for the May 12, 2020 meeting to consider entering into a professional services agreement with planner Margaret (Peggy) Woods at a significant cost savings to the City. In the process of conducting this cost-benefit analysis for new planning services options, some possibilities for reducing the costs to the City for building-related services presented themselves. Specifically, these options included hiring David R. Rose for building inspection and minor plan check services and Mark Green for building official, complex plan check services, and CAsp-related building services.

## **DISCUSSION**

JAS Pacific hired Mr. David R. Rose who took over John McMillan's spot in January 2020. Since that time, City staff has had the opportunity to see Mr. Rose work and feel he would be a great fit for the City. City staff approached Mr. Rose, who expressed interested in working as an independent professional building inspector at the rate of \$45.00 per hour. This amount represents a reduction of about 30% from the rate JAS Pacific charges the City for the same services.

JAS Pacific's agreement expired on September 22, 2017 and the City has been operating on a month-to-month basis. This agreement does not contain any prohibitions concerning hiring a JAS employee to work for the City. In addition, Mr. Rose's employment agreement does not contain any provisions that would prohibit Mr. Rose from ending his employment with JAS Pacific to work for the City.

Mr. David R. Rose has been a building inspector for 20 years. He is capable of handling daily inspection requests including building, plumbing, electrical, mechanical codes, grading, ground mount and roof attached photovoltaic systems, residential fire sprinklers, onsite private disposal systems, grading, storm water requirements, modular and mobile home setups. David was the primary inspector for Shea Homes Trilogy project in Nipomo, California for over 1000 homes. He has experience with blueprint and design specifications utilized in building inspections.

Attached for Council consideration is the proposed agreement with Mr. David R. Rose (see Attachment No. 1). The proposed agreement provides a single year term with an opportunity to extend the agreement based on the mutual written agreement of both parties, and has a significantly less per hour rate than the current non-agreement arrangement. In staff's opinion, it is in the City's best

interest to hire Mr. Rose based on his experience (*See Attachment No. 2, bio, experience and brief list of accomplishments*).

During the negotiations with Mr. Rose about building inspection services, he made it clear that he was not comfortable with doing complex plan check review such as they type of review that was recently required for the Escalante Meadows project. He also informed the City that he does not have CASp certification. While City staff was still interested in hiring Mr. Rose, staff realized that it would likely have to continue its contract with JAS Pacific for building official, complex plan checking services, and CASp-related building services.

That situation quickly changed when staff learned about Mark Green. City staff has had the opportunity to interview with Mr. Green who is very interested and qualified to provide these services at a rate of \$50.00 per hour, a reduction of approximately 30% from the rates charged by JAS Pacific for these same services.

Mark Green, P.E. is a Mechanical Engineer registered in California and Arizona. Originally from Sunnyvale California, Mark Graduated from Cal Poly San Luis Obispo with a degree in Solar Environmental Engineering. Mark has worked in the Solar Industry designing, manufacturing and installing flat plate collector systems. Mark has over 30 years' experience with construction code enforcement as the City of Santa Maria California's Community Development Plan Check Engineer and as the City of Phoenix, Arizona's Development Services Mechanical Plans Engineer. During his tenure with the City of Phoenix, Mark also worked for Phoenix's City Engineer in the Architectural and Engineering Department as the City's Mechanical Engineer. With the City of Phoenix, Mark was responsible for reviewing and approving large commercial projects such as Bank One Ballpark (now Chase Field), Public Schools, Mayo Hospital, High-Rise and Apartment Complexes specifically addressing their Mechanical, Plumbing, Smoke Control and Medical Gas systems.

Mark is a Certified Building Official, Plans Examiner, Mechanical Inspector, Plumbing Inspector and Building Inspector. Mark is a USC Specialist in Cross-Connection Control, a LEED Accredited Professional by the U.S. Green Building Council and a California Access Specialist (CASp). Mark has taught courses in the Uniform Building Code at Allen Hancock College and leadership training for the Boy Scouts of America Grand Canyon Council, Four Peaks District. Mark remains a member of the American Society of Plumbing Engineers (ASPE) and Mechanical Engineers (ASME) with past membership (20+ years) in the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE). Mark is a 25-year member of IAPMO and has served as Arizona Central's (AZC) Chapter Chair and is currently a member of the California Channel Islands (CACI) Chapter. Mark resides in Orcutt California of which is located on the Central Coast between Santa Barbara and San Luis Obispo.

Attached for Council consideration is the proposed agreement with Mr. Mark Alain Green (see Attachment No. 4). The proposed agreement provides a single year term with an opportunity to extend the agreement based on the mutual written agreement of both parties, and has a significantly less per hour rate than the current non-agreement arrangement. In staff's opinion, it is in the City's best interest to hire Mr. Mark Alain Green based on his experience and the cost savings for the City (*See Attachment No. 5, bio and Attachment No. 6, resume*).

### **Options Available to the Council**

1. The Council could approve one or both of the agreements as recommended;
2. The Council could direct that changes be made to one or both of the agreements; or
3. The Council could decide not to enter into one or both of the agreements.

If the City Council chooses the first option above, the new agreement(s) will be effective on May 12, 2020. Afterwards, the City Administrator will provide a thirty (30) day written letter to terminate the month-to-month agreement with JAS Pacific.

### **FISCAL IMPACT:**

The costs associated with processing building permit applications and related inspection services will be recovered primarily through permit fees. The current rate for JAS Pacific is \$70.00 per hour. Mr. Green's agreement calls for an hourly rate of \$50.00. Mr. Rose's agreement calls for an hourly rate of \$45.00 (with mileage paid at the IRS rate). With both Mr. Green and Mr. Rose, the City will see an immediate cost savings of approximately 30%.

### **ATTACHMENTS**

1. Agreement for Consultant Services between the City of Guadalupe and David R. Rose
2. David R. Rose Bio
3. Agreement for Consultant Services between the City of Guadalupe and Mark Alain Green
4. Mark Alain Green Bio
5. Mark Alain Green Resume
6. Resolution No. 2020-34 "A Resolution of the City Council of the City of Guadalupe authorizing the City to enter into an agreement with David R. Rose for Independent Professional Building Services".
7. Resolution No. 2020-35 "A Resolution of the City Council of the City of Guadalupe authorizing the City to enter into an agreement with Mark Alain Green ("AKA Pacific Coast Plan Review") for Independent Professional Building Services".

**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF GUADALUPE  
AND  
DAVID R. ROSE**

THIS AGREEMENT FOR CONSULTANT SERVICES (the "Agreement") is made and entered into this 12th day of May 2020, by and between the CITY OF GUADALUPE, a municipal corporation ("City") and DAVID R. ROSE, a sole proprietorship ("Consultant").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 18 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from commencing on May 12, 2020 through May 12, 2021, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

Section 2. Scope of Services. Consultant agrees to perform the services set forth in Exhibit A (Scope of Services) and made a part of this Agreement.

Section 3. Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B (Compensation) and made a part of this Agreement.

(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (Administration, ministerial, and discretionary review). City shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice to Consultant with specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Consultant, which are disputed by City, City will cause Consultant to be paid within forty-five (45) days of receipt of Consultant's invoice.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

(e) Consultant shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, Sections 15 and 16, pertaining to indemnification and insurance, respectively. Consultant agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Consultant's Books and Records.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures, unless all documents and records are turned over to the City at the conclusion of the Agreement.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an

alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement. The City shall compensate the Consultant for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 8. Status of Consultant.

- (a) Consultant is and shall at all times during the terms of this Agreement remain a wholly independent Consultant and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- (b) The Consultant shall not obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

Section 9. Standard of Performance. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 10. Compliance With Applicable Laws, Permits and Licenses. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Consultant. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

Section 11. Nondiscrimination. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. Conflicts of Interest. Consultant agrees to at all times avoid conflicts of interest with the interests of the City in the performance of this Agreement.

Section 14. Confidential Information; Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.

(b) Consultant shall not, without prior without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or sub consultant of Consultant, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant.

However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Consultant shall be compensated for all costs associated with complying with this section.

Section 15. Indemnification.

(a) City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "**Indemnitees**") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "**Claims**") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willfully wrongful acts or omissions of Consultant, its agents, officers, directors, sub consultants or employees, committed in performing any of the services under this Agreement.

(b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Consultant under Section 16 shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(c) The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willfully wrongful acts or omissions.

(d) City agrees to indemnify Consultant for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.

Section 16. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Consultant agrees to provide City with copies of required policies upon request.



Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1"any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(4) Errors and omission liability insurance appropriate to the Consultant's profession.

B. Minimum Limits of Insurance: Consultant shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions Liability \$1,000,000 per claim.

C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.

(2) General Liability and Automobile Liability Coverages.

(a) City and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.

(b) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the City Administrator otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

D. Other Requirements: Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.

(1) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(2) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Section 17. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under the Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize sub consultants.

Section 18. Termination of Agreement.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

Section 19. Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

Section 20. Excusable Delays. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, and acts of federal, state or local governments, acts of the City,

court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 21. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 22. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City: **City Administrator  
City of Guadalupe  
918 Obispo Street  
Guadalupe, CA 93434**

To Consultant: **David R. Rose  
PO Box 1402  
Arroyo Grande, CA 93421**

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 23. Authority to Execute. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

Section 24. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 25. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 26. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

Section 27. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation

between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 28. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 29. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 30. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 31. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:

CONSULTANT:

CITY OF GUADALUPE

DAVID R. ROSE

By: \_\_\_\_\_  
Ariston D. Julian, Mayor

by: \_\_\_\_\_  
David R. Rose

APPROVED AS TO FORM:

\_\_\_\_\_  
Philip Sinco, City Attorney

## **ATTACHMENT A – Scope of Services**

**Consultant will provide City with Building Inspection and minor plan check services working in conjunction with the Contract Building Official. The Building Inspector performs technical building inspection and minor plans examining work to enforce compliance with building codes, regulations, and ordinances; researches new construction materials and methods; reviews plans for compliance with city, state, and federal rules and regulations; and provides information to and works with the public to resolve problems. Consultant shall perform the job of contract building inspector and communicate with staff and the public through electronic mail, telephonically, onsite and in person. In general, the Consultant will work to process permits and applications as needed.**

## **ATTACHMENT B – Compensation**

- 1. Contract Building Inspector shall be compensated at the rate of Forty Five (\$45.00) Dollars per hour.**
- 2. City will reimburse Contract Building Inspector the Internal Revenue Service (IRS) standard mileage rates for the use of his vehicle while performing services for the City; and**

# David R Rose

## **San Luis Obispo County Building Inspector**

January 1999 - April 2019

Capable of handling daily inspection request assignments including building, plumbing, electrical, mechanical codes, grading, ground mount and roof attached photovoltaic systems, residential fire sprinklers, onsite private disposal systems, grading, stormwater requirements, modular and mobile home setups.

Primary area inspector for Shea Homes Trilogy project in Nipomo, California for over 1,000 homes.

Experienced in blueprint and design specification utilized in building inspection.

## **Southern California Gas Company**

April 1986 - April 1998

Installation and maintenance of high and medium pressure natural gas mains and services in the San Luis Obispo, California District.

## **EDUCATION**

### **Cuesta College - Associate of Art Degree (in progress)**

Construction Technology, 51 semester units to date, 3.36 GPA.

## **PROJECTS**

Inspected primarily residential tracts, light commercial, public and industrial construction.

## **SKILLS**

Unwavering commitment to exceptional customer service, support, and satisfaction.

Knowledgeable, well-rounded professional with diversified career history encompassing building inspection, code compliance, and customer relations.

Skilled in coordinating multiple concurrent projects including managing daily schedule of inspections.

Effective and articulate oral, written, and presentation communication.

## **PROFESSIONAL ACCREDITATION**

**ICC (International Code Council) - Commercial and residential combination inspector (building, plumbing, mechanical, electrical, and fire sprinkler 13D inspector and plans examiner.**

**First Aid, AED trained, 33 year platelets, plasma donor**

## **INTERESTS**

Golf, photography, travelling, volunteering for community events, and woodworking.



**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF GUADALUPE  
AND  
MARK ALAIN GREEN (“AKA PACIFIC COAST PLAN REVIEW”)**

THIS AGREEMENT FOR CONSULTANT SERVICES (the "Agreement") is made and entered into this 12th day of May 2020, by and between the CITY OF GUADALUPE, a municipal corporation ("City") and MARK ALAIN GREEN (“AKA PACIFIC COAST PLAN REVIEW”), a sole proprietorship ("Consultant").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 18 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from commencing on May 12, 2020 through May 12, 2021, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

Section 2. Scope of Services. Consultant agrees to perform the services set forth in Exhibit A (Scope of Services) and made a part of this Agreement.

Section 3. Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B (Compensation) and made a part of this Agreement.

(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (Administration, ministerial, and discretionary review). City shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice to Consultant with specific items in

dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Consultant, which are disputed by City, City will cause Consultant to be paid within forty-five (45) days of receipt of Consultant's invoice.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

(e) Consultant shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, Sections 15 and 16, pertaining to indemnification and insurance, respectively. Consultant agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Consultant's Books and Records.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures, unless all documents and records are turned over to the City at the conclusion of the Agreement.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated

representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement. The City shall compensate the Consultant for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 8. Status of Consultant.

(a) Consultant is and shall at all times during the terms of this Agreement remain a wholly independent Consultant and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The Consultant shall not obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

Section 9. Standard of Performance. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 10. Compliance With Applicable Laws, Permits and Licenses. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Consultant. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

Section 11. Nondiscrimination. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. Conflicts of Interest. Consultant agrees to at all times avoid conflicts of interest with the interests of the City in the performance of this Agreement.

Section 14. Confidential Information; Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.

(b) Consultant shall not, without prior without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or sub consultant of Consultant, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the

opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Consultant shall be compensated for all costs associated with complying with this section.

Section 15. Indemnification.

(a) City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "**Indemnitees**") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "**Claims**") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willfully wrongful acts or omissions of Consultant, its agents, officers, directors, sub consultants or employees, committed in performing any of the services under this Agreement.

(b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Consultant under Section 16 shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(c) The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willfully wrongful acts or omissions.

(d) City agrees to indemnify Consultant for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.

Section 16. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Consultant agrees to provide City with copies of required policies upon request.

Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1"any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(4) Errors and omission liability insurance appropriate to the Consultant's profession.

B. Minimum Limits of Insurance: Consultant shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions Liability \$1,000,000 per claim.

C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.

(2) General Liability and Automobile Liability Coverages.

(a) City and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.

(b) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the City Administrator otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

D. Other Requirements: Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.

(1) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(2) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Section 17. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under the Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize sub consultants.

Section 18. Termination of Agreement.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

Section 19. Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

Section 20. Excusable Delays. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, and acts of federal, state or local governments, acts of the City,



court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 21. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 22. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City: **City Administrator  
City of Guadalupe  
918 Obispo Street  
Guadalupe, CA 93434**

To Consultant: **Pacific Coast Plan Review  
Mark Alain Green  
673 Independent Court  
Orcutt, CA 93455**

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 23. Authority to Execute. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

Section 24. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 25. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 26. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

Section 27. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 28. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 29. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 30. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 31. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:

CONSULTANT:

CITY OF GUADALUPE

MARK ALAIN GREEN ("Pacific Coast Plan Review")

By: \_\_\_\_\_  
Ariston D. Julian, Mayor

by: \_\_\_\_\_  
Mark Alain Green

APPROVED AS TO FORM:

\_\_\_\_\_  
Philip Sinco, City Attorney

## **ATTACHMENT A – Scope of Services**

**Consultant will provide City with building official, complex plan check and CASp-related services working in conjunction with the Contract Building Inspector. As the Contract Building Official, Consultant will, as needed, coordinate with Municipal Building Safety and Zoning Organizations; handle periodic code enforcement; conduct building inspections; perform plan check reviews for compliance with city, state, and federal rules and regulations; prepare updates to the City's Building Code as required; and provide information to and works with the public to resolve problems. Consultant shall communicate with staff and the public through electronic mail, telephonically, onsite and in person.**

**ATTACHMENT B – Compensation**

- 1. Contract Building Official shall be compensated at the rate of Forty Five (\$50.00) Dollars per hour.**

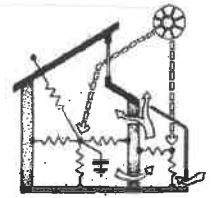
## **MARK Green, P.E. BIO**

Mark Green, P.E. is a Mechanical Engineer registered in California and Arizona. Originally from Sunnyvale California, Mark Graduated from Cal Poly San Luis Obispo with a degree in Solar Environmental Engineering. Mark has worked in the Solar Industry designing, manufacturing and installing flat plate collector systems. Mark has over 30 years' experience with construction code enforcement as the City of Santa Maria California's Community Development Plan Check Engineer and as the City of Phoenix, Arizona's Development Services Mechanical Plans Engineer. During his tenure with the City of Phoenix, Mark also worked for Phoenix's City Engineer in the Architectural and Engineering Department as the City's Mechanical Engineer. With the City of Phoenix, Mark was responsible for reviewing and approving large commercial projects such as Bank One Ballpark (now Chase Field), Public Schools, Mayo Hospital, High-Rise and Apartment Complexes specifically addressing their Mechanical, Plumbing, Smoke Control and Medical Gas systems.

Mark is a Certified Building Official, Plans Examiner, Mechanical Inspector, Plumbing Inspector and Building Inspector. Mark is a USC Specialist in Cross-Connection Control, a LEED Accredited Professional by the U.S. Green Building Council and a California Access Specialist (CASp). Mark has taught courses in the Uniform Building Code at Allen Hancock College and leadership training for the Boy Scouts of America Grand Canyon Council, Four Peaks District. Mark remains a member of the American Society of Plumbing Engineers (ASPE) and Mechanical Engineers (ASME) with past membership (20+ years) in the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE). Mark is a 25-year member of IAPMO and has served as Arizona Central's (AZC) Chapter Chair and is currently a member of the California Channel Islands (CACI) Chapter. Mark resides in Orcutt California of which is located on the Central Coast between Santa Barbara and San Luis Obispo.

**Mark Alain Green P.E., C.B.O., C.A.Sp., L.E.E.D. A.P.®**

Orcutt, CA 93455  
(602) 326-6828 (Cell)



## OBJECTIVE

Experienced Building Code Official with emphasis in Accessibility, Fire-Life Safety, Solar Systems, Plumbing, Mechanical, Electrical and Structural Construction Engineering having Thirty-Two Years Employment History with Municipal Building Safety and Zoning Organizations, Desires an Engineering Position where Diverse Skills in Problem Solving; Code Enforcement; Building Inspection; Plan Review; Project Management; Environmental, Solar, Heating, Ventilating, Air Conditioning and Plumbing Design and Engineering will be effectively utilized.

## EMPLOYMENT

**Plan Check Engineer** April 1985 to October 1994 & June 2006 to December 2017  
CITY OF SANTA MARIA COMMUNITY DEVELOPMENT DEPARTMENT SANTA MARIA, CA

Supervises, trains and evaluates Plans Examiner. Assist the Building Official with code adoption and interpretations. The Plan Check Engineer is responsible for explaining, interpreting and providing guidance regarding applicable codes to Architects, Engineers, Contractors, Developers, Owners and other interested parties. Performs Structural, Mechanical, Plumbing, Electrical, Fire/Life-Safety, Grading & Drainage, Disabled Access and Energy Plan Review of Commercial and Multi-Family Residential Buildings to assure compliance with State of California & City of Santa Maria Building Construction Codes. Accompany Field Inspectors as conditions warrant.

Salary: \$120,000/yr

**Mechanical Engineer** January 2004 to June 2006  
CITY OF PHOENIX, ENGINEERING & ARCHITECTURAL SERVICES DEPARTMENT PHOENIX, AZ

City of Phoenix' Mechanical Engineer as Owner's Representative. Provides HVAC, Plumbing and Energy (Green Building) design review assistance to City Engineer constructing City of Phoenix Facilities, i.e. Fire Stations, Libraries, Civic Plaza etc. Performs Project Manager Duties for City Facilities including administer and assist in the selection of Consulting Engineers/Architects for Design and Construction Administration. Administer and assist in selection for contracts of Contractor in pre-construction and construction phases. Prepare Budgets, Schedules and Scope of Work documents for assigned City funded facilities to be constructed; Monitor their Design and Field Progress, Approve and Prepare Contract Documents, Change Orders, Payments and Design Changes for assigned City of Phoenix Construction projects.

Salary: \$89,000/yr

**Mechanical Plans Engineer** October 1994 to January 2004  
CITY OF PHOENIX, DEVELOPMENT SERVICES DEPARTMENT PHOENIX, AZ

Senior Employee in the Plumbing/Mechanical Plan Review & Codes Division. Assist the Building Official with Code Adoption, Interpretations and Industry Focus Groups. Responsibilities have included hiring, educating and coordinating workload activities of the IMC/UPC Plan Review Division Staff. Coordinates and conducts training with plan review and inspection staff. Provides Plumbing (UPC), Mechanical (IMC), Building (UBC/IBC), Elevator and Cross Connection Plan Review Evaluations and Approval for large Multi-Family Residential and Commercial projects, including Public Works, Hospitals, High-Rise, Semiconductor, Stadium, Jails and Public-School Facilities. Accompany Field Inspectors as conditions warrant.

Salary: \$84,000/yr

**Consulting Solar, Mechanical, Plumbing & Plan Check Engineer** Sept. 1985 to Present  
PACIFIC COAST PLAN REVIEW ORCUTT, CA

Contract Mechanical/Plumbing/Solar/Building Safety Plan Check Engineer. Provides Plan Review Analysis of Commercial and Multi-Family Residential Buildings for compliance with the State of California and Contracted City Building Standards and Codes. Provides design specifications and construction documents for Solar Flat Plate, Photovoltaic, Hydronic, Plumbing, Heating, Ventilating and Air Conditioning systems for Commercial and Residential Buildings.

Salary: \$50+/hour

## EMPLOYMENT Continued:

**Building Code Instructor**  
ALLAN HANCOCK COLLEGE

**Sept. 1989 to Dec. 1993**  
SANTA MARIA, CA

Industrial Technology 320 College Instructor utilizing the UBC which educates students in the Introduction, Application and Requirements of Building Design pertaining to structural and fire/life-safety.

**Solar Engineer**  
PACIFIC ENERGY COMPANY

**June 1983 to April 1985**  
SAN LUIS OBISPO, CA

Designs and installs solar hot water & Hydronic systems for DHW, pools, spas and space conditioning of buildings. Prepares energy analysis reports for commercial and residential construction showing compliance with California Title 24 Building Energy Efficiency Standards.

## EDUCATION

**Bachelor of Science**  
CALIFORNIA POLYTECHNIC STATE UNIVERSITY

**April 1979 to June 1983**  
SAN LUIS OBISPO, CA

**Solar Environmental Engineering**  
ENVE is 50% Civil and 50% Mechanical Engineering

**College Studies**  
DEANZA COLLEGE  
Computer Science

**Dec. 1976 to Dec. 1978**  
CUPERTINO, CA

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## BUILDING SAFETY QUALIFICATIONS

- Registered Professional Mechanical Engineer, Arizona (29480).California (M25409)
  - California Department of the State Architect Certified Access Specialist (CASp-295).
  - I.C.C. and C.A.B.O. Certified Building Official, (#0810823-CB; #3309).
  - I.C.C. Certified Building Code Official, (#0810823-B6).
  - I.C.C. & I.C.B.O. Certified Building Inspector, (#74173; #0810823-10, & -01).
  - I.C.C. & I.C.B.O. Plans Examiner and Mechanical Inspector (#0810823-60, -B3, -40 & -44).
  - I.A.P.M.O. Certified Plumbing Inspector. (#097169).
  - U.S. Green Building Council LEED® Accredited Professional.
  - Successful Construction Coordination experience with Planning, Zoning, Public Works, Fire, Aviation, Flood Control and Health Departments.
  - City of Phoenix Certificates in Supervisory Administration. Strong Communication Skills.
  - Imaginative Problem Solver with Exceptional Organizational and People Skills, Team Player.
-

## REFERENCES

Mo Glancy, P.E..... 200 West Washington, 3 <sup>rd</sup> Floor Phoenix, AZ 85003 (602) 262-7825	Deputy Director - Retired Planning & Development Services Department City of Phoenix, AZ <a href="mailto:mo.glancy@cox.net">mo.glancy@cox.net</a>
Merry Schierhorst, P.E..... 6873 W. Greenbriar Drive Glendale, AZ 853083 (602) 757-5651	Deputy Director, Project Management - Retired Engineering & Architectural Services Department City of Phoenix, AZ <a href="mailto:MerryS1@cox.net">MerryS1@cox.net</a>
Ric Mooney ..... 371 El Cerrito Orcutt Ca. 93455 (805) 934-0494	Senior Building Inspector - Retired Community Development Department City of Santa Maria, CA <a href="mailto:rsmooney1@hotmail.com">rsmooney1@hotmail.com</a>
Roy Harthorn ..... 3905 State St., Suite 321 Santa Barbara, CA 93105 (805) 569-8798	Building Official – Ex. Building Safety & Code Consultants Santa Barbara, CA <a href="mailto:rwh@codeconsult.com">rwh@codeconsult.com</a>

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## PROFESSIONAL MEMBERSHIPS [Current & Past]:

- International Association of Plumbing and Mechanical Officials. (I.A.P.M.O.)
- American Society of Mechanical Engineers. (A.S.M.E.)
- American Society of Plumbing Engineers. (A.S.P.E.)
- American Society of Heating, Refrigeration and Air Conditioning Engineers. (A.S.H.R.A.E.)
- American Solar Energy Society,. (A.S.E.S.)
- Structural Engineers Association of Southern California. (S.E.A.O.S.C.)
- American Philatelic Society,. (A.P.S.)

## PERSONAL DATA

Married, Two Sons. I enjoy backpacking, camping, billiards, philately (stamp collecting), assembling and maintaining personal computers and home networks.

E-mail Addresses: [MarkGreenPE@PacificCoastPlanReview.com](mailto:MarkGreenPE@PacificCoastPlanReview.com) &/or [Photonzo@comcast.net](mailto:Photonzo@comcast.net)





RESOLUTION NO. 2020-34

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH DAVID R. ROSE FOR INDEPENDENT PROFESSIONAL BUILDING INSPECTION AND PLAN CHECK SERVICES**

**WHEREAS**, the City desires to utilize a professional consultant for building inspection and minor plan check services for the Building and Planning Department; and

**WHEREAS**, JAS Pacific has provided the City with building services since 2004, but staff has developed some more cost-effective alternatives to JAS Pacific that staff believes are in the City's best interest; and

**WHEREAS**, JAS Pacific hourly rate of \$63.00 is costly for the City because of its limited budget; and

**WHEREAS**, City staff met with David R. Rose and negotiated a contract that incorporates a scope of work and an hourly rate of \$45.00 for building inspection and minor plan checking services that is agreeable to Mr. Rose for providing said services; and

**WHEREAS**, said agreement also requires that the City will reimburse David R. Rose the Internal Revenue Service (IRS) standard mileage rates for the use of his vehicle; and

**WHEREAS**, City staff met with David R. Rose and negotiated a contract that incorporates a scope of work and an hourly rate of \$45.00 for building inspection and minor plan checking services that is agreeable to the City and to Mr. Rose for providing said services; and

**WHEREAS**, the costs associated with the provision of these independent consulting services will be recovered in part through the revenue collected in conjunction with the processing of building permit applications, and the Department's FY 19-20 and FY 20-21 budget for contract services; and

**WHEREAS**, Mr. Rose was a building inspector for the County of San Luis Obispo from 1999 through April 2019 and has been working for JAS Pacific since January 2020 to the present and is well qualified to serve the City of Guadalupe as an independent contractor providing building inspection and plan checking services; and

**WHEREAS**, the City desires to retain David R. Rose to provide said services with a new agreement commencing on May 12, 2020 through May 12, 2021.

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

**SECTION 1.** The Agreement for Consulting Service between the City of Guadalupe and Mr. David R. Rose, attached to the staff report for this item and incorporated in this resolution, is hereby approved.

**SECTION 2.** The Mayor is authorized to sign the Agreement with David R. Rose on behalf of the City.

**PASSED, APPROVED AND ADOPTED** at a regular meeting on the 12<sup>th</sup> day of May, 2020 by the following

vote:

**Motion:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

I, Joice Raguz, City Clerk of the City of Guadalupe, **DO HEREBY CERTIFY** that the foregoing Resolution, being **Resolution No. 2020-34** has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held May 12, 2020 and that same was approved and adopted.

ATTEST:

\_\_\_\_\_  
Joice Earleen Raguz, City Clerk

\_\_\_\_\_  
Ariston Julian, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Phillip Sinco, City Attorney

RESOLUTION NO. 2020-35

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH MARK ALAIN GREEN (“AKA PACIFIC COAST PLAN REVIEW”) FOR INDEPENDENT PROFESSIONAL BUILDING OFFICIAL, CERTIFIED ACCESS SPECIALIST AND OTHER INSPECTIONS AND PLAN CHECK SERVICES**

**WHEREAS**, the City desires to utilize a professional consultant to serve as its Building Official and to provide plan check review, inspections, and other professional services for the Building and Planning Department, including inspections and plan checking reviews relating to applicable state and federal construction-related accessibility standards; and

**WHEREAS**, all local jurisdictions are required under state law to have a building official and at least one building inspector who is a Certified Access Specialist (CAsp) who is knowledgeable about these state and federal construction-related accessibility standards; and

**WHEREAS**, JAS Pacific has provided the City with its building services, including those related to applicable accessibility standards, since 2004, but staff has developed some more cost-effective alternatives to JAS Pacific that staff believes are in the City’s best interest; and

**WHEREAS**, the City’s Municipal Code provides that the Director of Public Works/City Engineer is the City’s Building Official; however, until recently, this position was a contract position with the City, and the state’s laws for certification requirements for a building official do not apply to a registered engineer unless the registered engineer is a City employee; and

**WHEREAS**, it is not an economical or practical solution to train the City’s current Director of Public Works/City Engineer become certified to serve as the City’s Building Official alongside the Director’s existing duties and busy work schedule, and staff will recommend that the City Council amend the City’s Municipal Code to permit an independent contractor to serve as the City’s Building Official in addition to its Director of Public Works/City Engineer; and

**WHEREAS**, JAS Pacific’s hourly rate of \$70.00 for plan check review services is costly for the City because of its limited budget; and

**WHEREAS**, City staff met with Mark Alain Green and negotiated a contract that incorporates a scope of work at an hourly rate of \$50.00 that is agreeable to City staff and to Mr. Green for providing Building Official, CAsp-related services, and complex plan check services to the City, which will reduce the City’s current expenses for these building services by approximately 30%; and

**WHEREAS**, the costs associated with the provision of these independent consulting services will be recovered in part through the revenue collected in conjunction with the processing of building permit applications, plan check review, and the Department’s FY 19-20 and FY 20-21 budget for contract services; and

**WHEREAS**, Mr. Green, P.E. is a Mechanical Engineer registered in the California and Arizona and has over

30 years' experience with construction code enforcement as the City of Santa Maria California's Community Development Services Plans Engineer and has all the necessary qualifications and certifications to meet the legal requirements to perform the Building Official duties of the City as well as provide all required CASp-related services and complex plan checking services (see attached bio and resume for Mr. Green's experience); and

**WHEREAS**, the City desires to retain Mark Alain Green to provide said services with a new agreement commencing on May 12, 2020 through May 12, 2021; and

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

**SECTION 1.** The Agreement for Consulting Service between the City of Guadalupe and Mr. Mark Alain Green ("AKA Pacific Coast Plan Review"), attached to the staff report for this item and incorporated in this resolution, is hereby approved.

**SECTION 2.** The Mayor is authorized to sign the Agreement with Mark Alain Green ("AKA" Pacific Coast Plan Review") on behalf of the City.

**PASSED, APPROVED AND ADOPTED** at a regular meeting on the 12<sup>th</sup> day of May, 2020 by the following vote:

**Motion:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

I, Joice Raguz, City Clerk of the City of Guadalupe, **DO HEREBY CERTIFY** that the foregoing Resolution, being **Resolution No. 2020-35** has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held May 12, 2020 and that same was approved and adopted.

ATTEST:

\_\_\_\_\_  
Joice Earleen Raguz, City Clerk

\_\_\_\_\_  
Ariston Julian, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Phillip Sinco, City Attorney