

AGENDA

Regular Meeting of the Bradbury City Council
To be held on Tuesday, December 17, 2019
Closed Session Immediately Following
at the Bradbury Civic Center
600 Winston Avenue, Bradbury, CA 91008

OPEN SESSION 7:00 PM

Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as "For Information" or "For Discussion" may also be subject of an "action" taken by the City Council at the same meeting.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Hale, Mayor Pro-Tem Lewis, Councilmembers Bruny, and Lathrop and Barakat

APPROVAL OF THE AGENDA

Majority vote of the City Council to proceed with City business

DISCLOSURE OF ITEMS REQUIRED BY GOVERNMENT CODE SECTION 1090 & 81000 ET. SEQ.

PUBLIC COMMENT

Anyone wishing to address the City Council on any matter that is not on the agenda for a public hearing may do so at this time. Please state your name and address clearly for the record and limit your remarks to three (3) minutes.

Please note that while the City Council values your comments, the City Council cannot respond nor take action until such time as the matter may appear on a forthcoming agenda.

Routine requests for action should be referred to City staff during normal business hours, 8:30 am - 5:00 pm, Monday through Friday, at (626) 358-3218.

The City of Bradbury will gladly accommodate disabled persons wishing to communicate at a City public meeting. If you require special assistance to participate in this meeting, please call the City Manager's Office at (626) 358-3218 at least 48 hours prior to the scheduled meeting.

ACTION ITEMS*

1. CONSENT CALENDAR

All items on the Consent Calendar are considered by the City Council to be routine and will be enacted by one motion unless a Council Member request otherwise, in which case the item will be removed and considered by separate action. All Resolutions and Ordinances for Second Reading on the Consent Calendar, the motion will be deemed to be "to waive the reading and adopt."

- A. Minutes Regular Meeting of November 17, 2019
- B. Resolution No. 19-30: Demands and Warrants for December 2019
- C. Monthly Investment Report for the month of October 2019
- D. Agreement for Government Relations Advocacy Services with Best Best & Krieger, LLP
- E. Contractual Changes to Include a Fire Analysis Study for the Chadwick Ranch Estates Development
- F. Approval of DUDEK's Consultant Services Proposal for the Development of a Wildfire Protection Plan
- G. Resolution No. 19-31: Providing for the Appointment to the Offices of this City that were to be elected on Tuesday, March 3, 2020

2. Discussion on Altering the City's Overnight Parking Regulations

The City originally discussed altering the City's overnight parking restrictions during the October meeting. The City Council directed staff to solicit feedback from residents bordering the potentially affected streets. This item reports the results of the resident feedback, and recommends the City Council direct Staff on how to proceed.

3. Discussions on Regulations for Ground Cover

At the October meeting, the City Council directed Staff to agendize an item for discussion on Citywide regulations for ground cover. Potential language has been drafted and is ready for review. If the City Council desires to move forward with ground cover regulations, Staff would return at a subsequent meeting with an Ordinance for review and approval.

4. Urgency Ordinance for Accessory Dwelling Units and Junior Accessory Dwelling Units

In 2019, a number of bills were enacted relating to Accessory Dwelling Units and Junior Accessory Dwelling Units. These bills restrict local control and mandate new requirements. Staff is recommending adoption of Urgency Ordinance No. 368U to comply with the new state law. Public hearings on this issue will be held before the Planning Commission and City Council in the early part of 2020.

5. Matters from the City Manager

6. Matters from the City Attorney

7. Matters from the City Council

Brief reports of individual Councilmembers activities relating to City business occurring since the last meeting.

Mayor Hale

Mayor Pro-Tem Lewis

California JPIA
Director of Bradbury Disaster Committee
Area "D" Office of Disaster Management

Councilmember Bruny

Duarte Community Education Council (CEC)

Councilmember Lathrop

League of California Cities

Duarte Education Foundation

Councilmember Barakat

LA County Sanitation Districts
LA County City Selection Committee
San Gabriel Valley Council of Governments (SGVCOG)
San Gabriel Valley Mosquito & Vector Control District
Foothill Transit

8. Items for Future Agendas

CLOSED SESSION

CALL TO ORDER/ROLL CALL

Mayor Hale, Pro-Tem Lewis, Councilmembers Barakat, Bruny and Lathrop

PUBLIC COMMENT - REGARDING CLOSED SESSION ONLY

RECESS TO CLOSED SESSION REGARDING BUILDING & SAFETY EVALUATION

A. Public Employee Performance Evaluation Government Code Section 54957 (b)(4) Title: City Planner

RECONVENE TO OPEN SESSION AND ANNOUNCE ANY ACTION TAKEN

ADJOURNMENT

The City Council will adjourn to a Regular Meeting at the Bradbury Civic Center, 600 Winston Ave., Bradbury, CA 91008 on Tuesday, January 21, 2020 at 7:00 p.m.

*ACTION ITEMS Regardless of a staff recommendation on any agenda item, the City Council will consider such matters, including action to approve, conditionally approve, reject or continue such item. Further information on each item may be procured from City Hall.

"I, Claudia Saldana, City Clerk, hereby certify that I caused this agenda to be posted at the Bradbury City Hall entrance gate on Friday, December 13, 2019, at 5:00 p.m."

CITY CLERK - CITY OF BRADBURY

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF BRADBURY HELD ON TUESDAY, NOVEMBER 19, 2019

MEETING CALLED TO ORDER: The Regular Meeting of the City Council of the City of Bradbury

was called to order by Mayor Hale at 7:00 p.m. followed by the

Pledge of Allegiance.

ROLL CALL: PRESENT: Mayor Hale, Councilmembers Bruny and Lathrop

ABSENT: Mayor Pro-Tem Lewis and Councilmember Barakat

<u>STAFF:</u> City Manager Kearney, City Attorney Reisman, City Clerk Saldana and Management Analyst Santos Leon

MOTION TO EXCUSE MPT LEWIS AND COUNCILMEMBER BARAKAT:

Mayor Hale made a motion to excuse Mayor Pro-Tem Lewis and Councilmember Barakat from the meeting. Councilmember

Bruny seconded the motion, which carried.

APPROVAL OF AGENDA:

Councilmember Bruny made a motion to approve the agenda to proceed with City business. Councilmember Lathrop

seconded the motion which carried.

DISCLOSURE OF ITEMS REQUIRED BY GOV. CODE SECTION 1090 & 81000 ET SEQ.:

In compliance with the California Political Reform Act, each City Councilmember has the responsibility to disclose direct or indirect potential for a personal financial impact as a result of participation in the decision-making process concerning agenda items.

City Manager Kearney stated that he was not aware of any conflicts of interest

PUBLIC COMMENT:

None

CONSENT CALENDAR:

All items on the Consent Calendar are considered by the City Council to be routine and will be enacted by one motion unless a Councilmember requests otherwise, in which case the item will be removed and considered by separate action. All Resolutions and Ordinances for Second Reading on the Consent Calendar are deemed to "waive further reading and adopt."

- A. Minutes Regular Meeting of October 15, 2019
- B. Resolution No. 19-29: Demands & Warrants for November 2019
- C. Monthly Investment Report for the month of October 2019
- D. Appointment of Councilmember Barakat to the San Gabriel Valley Mosquito & Vector Control District Board of Trustees
- E. Agreement for Government Relations Advocacy Services with Best Best & Krieger, LLP
- F. Approval of Final Parcel Map No. 72325 with a Categorical Exemption under the California Environmental Quality Act (CEQA) for a Two-From-One Lot Split at 147 Sawpit Lane
- G. LA County Fire Grant Letter of Support

ITEM A (MINUTES) PULLED FROM THE CONSENT CALENDAR:

Councilmember Lathrop had a correction on page 3 of the minutes. The letter regarding overnight parking regulations should be sent to the residents of all affected streets, not just the R-75.00 Zone.

In regards to offering the paper copies of building permits to homeowners following the digitization process, Councilmember Lathrop wanted to confirm that the City Council agreed to that at the last meeting. The answer was yes.

ITEM E PULLED FROM THE CONSENT CALENDAR:

In regards to the Agreement for Government Relations Advocacy Services with Best Best & Krieger, LLP Councilmember Lathrop had some concerns regarding the termination provisions and wanted to make sure that the City of Bradbury could terminate the agreement at any time. City Attorney Reisman pointed to the Termination Clause on page 5 of the Agreement which states: "Each client has the absolute right to terminate the Firm regardless of what the other joint client(s) may decide."

Councilmember Lathrop suggested language be added to the agreement stating that Bradbury would only be liable for its own share in case one of the other cities does not pay its share. City Attorney Reisman stated that he did not think such additional language was necessary.

MOTION TO APPROVE ITEM E WITH AMENDMENT:

Councilmember Lathrop made a motion to approve the Agreement for Government Relations Advocacy Services with Best Best & Krieger, LLP with the modification that Bradbury would only be liable for its own share in case one of the other cities does not pay its share. Mayor Hale and Council Bruny did not feel that this was necessary.

MOTION TO APPROVE ITEM E AS WRITTEN:

Mayor Hale made a substitute motion to approve the Agreement for Government Relations Advocacy Services with Best Best & Krieger, LLP as written. Councilmember Bruny seconded the motion.

ROLL CALL VOTE:

AYES: Mayor Hale, Councilmember Bruny

NOES: Councilmember Lathrop

ABSENT: Mayor Pro-Tem Lewis, Councilmember Barakat

City Attorney Reisman stated that the motion needs to be unanimous (3:0) in order to pass because it involves expenditures. The item will be back on the December Agenda for approval.

MOTION TO APPROVE CONSENT CALENDAR:

Councilmember Lathrop made a motion to approve the Consent Calendar (minus Item E) as amended (Minutes). Councilmember Bruny seconded the motion, which was carried by the following roll call vote:

APPROVED:

AYES: Mayor Hale, Councilmember Bruny and Lathrop

NOES: None

ABSENT: Mayor Pro-Tem Lewis and Councilmember Barakat

Motion passed 3:0

CONSULTANT SERVICES AGREEMENT WITH REVIZE FOR WEBSITE DEVELOPMENT AND ANNUAL SUBSCRIPTION SERVICES:

Management Analyst Santos Leon stated that the City's website is a vital resource, acting as a public counter able to provide information and services to the community 24 hours a day, 7 days a week. Increasingly, individuals are coming to expect a wide variety of services online, making it crucial to continually evaluate and align this resource to meet citizen expectations.

The City's website has not been updated since it was first developed and thus does not meet current ADA laws and regulations in relation to websites. In the same way that the State requires buildings to provide accessibility to people in wheelchairs, it is also required of organizations in the public sector to make websites accessible to users who rely on devices like screen readers and voice recognition software.

In order to reach ADA compliance, websites must meet the following criteria:

1. Content is Perceivable

Web Content is made available to the senses – sight, hearing, and/or touch.

2. Content is Robust

Content can be interpreted by a wide variety of user agents, including assistive technologies.

3. Information is Understandable

Information and user interface operation is easy to understand.

4. Functions are Operable

Interface forms, controls, and navigation are all easily operable.

PROPSALS:

Staff sought out proposals from consultants for the development of a new ADA compliant City website. Based on the proposals and reference checks, staff is recommending Revize Software Systems as the best partner to develop a new City website and provide support on an ongoing basis.

REVIZE SOFTWARE SYSTEMS:

Revize is a national award-winning vendor that has been providing website design and support services for 20 years with over 1,500 sites launched during this time. Most recent clients include the cities of San Marino, Arcadia, and Rolling Hills, which is currently in the development process. Revize offers a Web Content Management System (CMS) which enables clients to manage their online presence with high functionality and style. Additional features and modules include: a new and improved Online Calendar, the comprehensive Forms Center, Emergency Alerts, E-Notifications, Document Center and Online Payment Tool.

DEVELOPMENT PROCESS:

Revize uses an eight-phase process to develop a new website:

- (1) Project Planning and Analysis, Scope of Work;
- (2) Discovery and Design from Scratch;
- (3 & 4) Revize Template Development;
- (5) Testing:
- (6) Site map development and content migrations from old website to new website;

- (7) Content editing and site administration training;
- (8) Go live, where testing is completed and the new website becomes available to the community.

The entire process will take approximately 16 to 21 weeks to complete.

FINANCIAL ANALYSIS:

RECOMMENDATION:

MOTION:

APPROVED:

The setup fees for the creation of the website is estimated at \$8,400 and provides for one year of ongoing technical support and secure hosting services. Each subsequent year will cost an annual fee of \$1,800, and Revize offers a free website redesign after four years of service/

The City has budgeted \$20,000 in the Technology Fee Fund toward the development of a new City website. The initial cost of \$8,400, which includes the website development and first 12 months of service, are to be taken out of the Technology Fee Fund (Account 113-20-7730). During the next budgeting cycle, staff will determine from which line item the yearly \$1,800 will be expended, whether it be from the General Fund or the restricted Technology Fund.

It is recommended that the City Council approve the consultant services agreement with Revize Software Systems for the development of a new ADA compliant City website and annual subscription services, which includes hosting, maintenance, and support.

Councilmember Bruny made a motion to approve the consultant services agreement with Revize Software Systems for the development of a new ADA compliant City website and annual subscription service. Councilmember Lathrop seconded the motion, which was carried by the following roll call vote:

AYES: Mayor Hale, Councilmembers Bruny and Lathrop

NOES: None

ABSENT: Mayor Pro-Tem Hale, Councilmember Barakat

Motion passed 3:0

ORDINANCE NO. 367 AMENDING THE BMC TO SPECIFY THE DAYS THAT ARE CONSIDERED HOLIDAYS IN THE CITY'S NOISE ORDINANCE:

City Manager Kearney stated that staff has fielded interest from a member of the City Council to amend the City's Noise Ordinance to restrict construction on all federal holidays. Bradbury Municipal Code (BMC) Section 9.127.080 details when noise from construction related activities can take place. Currently, operating mechanically powered equipment, construction and demolition work cannot be performed on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Ordinance No. 367 would expand upon the current holidays to restrict construction related noise to *all* federal holidays, including:

- Martin Luther King, Jr's Birthday
- Presidents Day
- Columbus Day
- Veterans Day

RECOMMENDATION:

Should the City Council desire to restrict construction noise during all federal holidays, it is recommended that Council introduce for first reading, by title only, Ordinance No. 367: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY AMENDING THE BRADBURY MUNICIPAL CODE TO SPECIFY THE DAYS THAT ARE CONSIDERED HOLIDAYS IN THE CITY'S NOISE ORDINANCE

DISCUSSION:

Mayor Hale asked if the restriction needs to be citywide, or can it be by District? City Manager Kearney stated that it should be citywide to avoid confusion. Mayor Hale and Councilmember Bruny were not in favor of amending the City's current Noise Ordinance. Councilmember Lathrop stated that he was ok with it as it is.

NO ACTION TAKEN:

The City Council took no further action on this item. No motion was required.

DISCUSSION ON REGULATIONS FOR GROUND COVER:

City Manager Kearney stated that at the October meeting, the City Council directed staff to agendize an item for discussion on citywide regulations for ground cover.

Staff has been working in conjunction with Councilmember Lathrop to draft initial language to assist with the facilitation of a discussion on ground cover regulations. Overall, the language outlines where ground covering might be expected and details exclusions. For example, the language defines ground covering as "properly maintained vegetative growth, decorative rock, artificial turf, or fire-resistant bark or wood mulch." It also provides for exclusions, such as not requiring ground covering in an area that has equestrian training and stables, as these areas typically have dirt.

Another exclusion is not requiring ground cover for terrain with hillside slopes in excess of 25%. Typically, turf is not recommended for slopes over 15-20% due to irrigation runoff and difficulty in mowing/maintaining. These proposed guidelines would exclude hillside areas from needing ground cover for visual appeal purposes.

RECOMMENDTION:

It is recommended that the City Council review the drafted language and determine if any changes are needed. Should the City Council desire to proceed with ground cover regulations, staff would return at a subsequent meeting with an Ordinance for review and approval.

DISCUSSION ON REGULATIONS FOR GROUND COVER POSTPONED:

The City Council postponed the discussion to the December meeting when the full Council will be present.

DISCUSSION ON A JOINT CITY COUNCIL AND PLANNING COMMISSION RETREAT:

City Manager Kearney stated that the City Council has set Saturday, December 14, 2019 to hold a joint City Council and Planning Commission Retreat at Monrovia's Canyon Park Cabin facility.

RECOMMENDATION:

It is recommended that the City Council decide upon a time for the retreat and determine what should be discussed during the meeting.

DISCUSSION:

City and to bring new Planning Commissioners up to speed.

Councilmember Bruny proposed to review the priorities of the

It was decided that 3 hours should be enough time with no facilitator this time. Breakfast will be provided, but not lunch. The meeting time was set for 8:00 am to 11:00 am.

MATTERS FROM THE CITY MANAGER:

City Manager Kearney stated that the City Council needs to have a Special Meeting before Thanksgiving to adopt new contracts for the Chadwick Ranch Estates Development. The Special Meeting will be held on Monday, November 25, 2019. Staff will contact Council the next day to determine the time.

City Manager Kearney stated that the City is going to solicit Cal-Recycle bids in the amount of \$5,000 just like we did in previous years.

City Manager Kearney stated that his son is scheduled for heart surgery on January 21, 2020, the same day as the regular City Council meeting. The City Council decided to hold the meeting one week earlier on Tuesday, January 14, 2020.

MATTERS FROM THE CITY ATTORNEY:

City Attorney Reisman reported that new State laws regarding accessory dwelling units will go into effect on January 1, 2020. The City Council directed the City Attorney Reisman to draft an urgency ordinance for adoption at the December meeting to retain local control.

City Attorney Reisman also reported that the cities of Gardena and Duarte were successful in their lawsuit against the State Water Resources Control Board.

MATTERS FROM THE CITY COUNCIL:

MAYOR HALE: Nothing to report

MAYOR PRO-TEM LEWIS: Not present

COUNCILMEMBER BRUNY: Nothing to report

COUNCILMEMBER LATHROP: Councilmember Lathrop stated that the Duarte Education

Foundation Fundraiser Dinner on October 19th raised \$10,000.

COUNCILMEMBER BARAKAT: Not present

ITEMS FOR FUTURE AGENDAS: Urgency Ordinance regarding Accessory Dwelling Units

ADJOURNMENT:	At 7:43 p.m. Mayor Hale adjourned the meeting to Tuesday, December 17, 2019 at 7:00 p.m.
	MAYOR - CITY OF BRADBURY
ATTEST:	
CITY CLERK – CITY OF RPAD	RIIDV

RESOLUTION NO. 19-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA, APPROVING DEMANDS AND WARRANTS NO. 15750 THROUGH NO. 15767 (PRE-RELEASED CHECKS) AND DEMANDS AND WARRANTS NO. 15768 THROUGH NO. 15786 (REGULAR CHECKS)

The City Council of the City of Bradbury does hereby resolve as follows:

<u>Section 1.</u> That the demands as set forth hereinafter are approved and warrants authorized to be drawn for payment from said demands in the amount of \$2,530.56 (pre-released Checks) and \$59,383.44 at December 17, 2019 from the General Checking Account.

PRE-RELEASED CHECKS (due before City Council Meeting):

<u>Check</u>	Name and (Due Date)	<u>Description</u>		<u>Amount</u>
15750	City of Monrovia (12/14/19)	CSO onsite for Film Detail 11/15 to 11/19 (to be reimbursed by Production Company Acct. #101-00-4360)	\$997.40
15751	Molly Maid (11/18/19)	City Hall Cleaning Service for Nov 13 Acct. #101-16-6460		\$105.00
15752	Denram Graphics & Printing (11/20/19)	Administrative Citations (1000) Acct. #101-23-7450		\$106.25
15753	California American Water (12/3/19)	Water Service for: 600 Winston Ave Acct. #101-16-6400 301 Mt Olive Dr Irrigation 2410 Mt Olive Ln Irrigation 2256 Gardi Street Acct. #200-48-6400	\$11.07 \$82.64 \$60.82 \$46.95	\$201.48
15754	SGV City Managers Assoc. (12/12/19)	Annual Holiday Luncheon on 12/18 Acct. #101-12-6020		\$30.00
15755	SGV City Managers Assoc. (11/26/19)	City Managers' Luncheon on 11/20 Acct. #101-12-6020		\$30.00
15756	Time Warner Cable (12/10/19)	Spectrum Business Internet Acct. #101-16-6230		\$124.98
15757	Data Ticket (12/2/19)	Daily (Parking) Citation Processing Acct. #101-23-6210		\$0.65

<u>Check</u>	Name and (Due Date)	Description		<u>Amount</u>
15758	Molly Maid (12/4/19)	City Hall Cleaning Service for Nov 27 Acct. #101-16-6460		\$105.00
15759	Delta Dental (12/1/19)	Dental Insurance: City Manager (family) Acct. #101-12-5100 City Clerk Acct. #101-13-5100	\$131.43 \$42.88	
		Management Analyst Acct. #101-16-5100	<u>\$42.88</u>	\$217.19
15760	Vision Service Plan (12/1/19)	<u>Vision Insurance:</u> City Manager (family) Acct. #101-12-5100	\$61.07	
		City Clerk Acct. #101-13-5100	\$23.66	
		Management Analyst Acct. #101-16-5100	<u>\$23.66</u>	\$108.39
15761	The Standard (12/1/19)	Basic Life and AD&D: City Manager Acct. #101-12-5100	\$9.25	
		City Clerk Acct. #101-13-5100	\$9.25	
		Management Analyst Acct. #101-16-5100	\$9.25	\$27.75
15762	Southern California Edison (12/12/19)	City Hall Utilities Acct. #101-16-6400		\$191.73
15763	Southern California Edison (12/12/19)	Street Lights for Mt. Olive/Gardi Acct. #200-48-6400		\$29.33
15764	The Gas Company (12/16/19)	City Hall Utilities Acct. #101-16-6400		\$14.79
15765	Staples Credit Plan (11/15/19)	Office Supplies Acct. #101-16-6200		\$61.90
15766	Frontier Communications (12/16/19)	Telephone Service (fire alarm line) Acct. #101-23-7420		\$120.72
15767	Arroyo Plumbing, Inc. (11/27/19)	Tested one (1) Backflow Device Location: Mt. Olive/Gardi Acct. #101-21-7035		\$58.00

Total Pre-Released Checks \$2,530.56

REGULAR CHECKS:

Check	Name and (Due Date)	<u>Description</u>		<u>Amount</u>
15768	Wallin, Kress, Reisman & Kranitz, LLP (12/10/19)	City Attorney: Retainer for Nov 2019 Retainer for Dec 2019 Acct. #101-15-7020 Chadwick Ranch Acct. #103-00-2039	\$2,650.00 \$2,650.00 \$2,015.00	
		Code Enforcement (425 Mt Olive) Acct. #101-23-7450	<u>\$110.00</u>	\$7,425.00
15769	Kevin Kearney (12/9/19)	Mileage Reimbursement Acct. #101-12-6050		\$484.42
15770	Kevin Kearney (Dec 2019)	Monthly Cell Phone Allowance Acct. #101-12-6440		\$75.00
15771	Michael Baker International (11/27/19)	Chadwick Ranch Estates Project Acct. #103-00-2039		\$9,280.00
15772	City of Monrovia (11/13 & 12/5/19)	Nov 2019 Transportation Services Dec 2019 Transportation Services Acct. #203-40-7625	\$704.07 <u>\$704.07</u>	\$1,408.14
15773	Pasadena Humane Society (11/30/19)	Animal Control Services for Nov 2019 Acet. #101-25-7000		\$1,625.54
15774	Post Alarm Systems (12/5/19)	City Hall Monitoring for Jan 2020 Fire & Intrusion Systems Acct. #101-23-7420		\$122.34
15775	Priority Landscape Services, LLC (12/1/19)	Dec 2019 Landscape Services: Bradbury Civic Center	\$175.00	
	(12/11/10)	Acct. #101-21-7020 Royal Oaks Drive North Acct. #101-21-7015	\$345.00	
		Lemon Trail Acct. #101-21-7045	\$115.00	
		Mt. Olive Drive Entryway and Trail Acct. #101-21-7035	<u>\$465.00</u>	\$1,100.00
15776	ProPet Distributors (12/5/19)	10-Gallon Steel DOGIPOT Trash Receptacle with one (1) box of DOGIPOT Liner Trash Bags Acct. #1012-42-7630		\$209.90

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<u>Check</u>	Name and (Due Date)	<u>Description</u>		<u>Amount</u>
15777	RKA Consulting Group (11/13/19	119 Furlong Slope Abatement Acct. #101-19-7230	\$294.00	
	(11/14/19)	City Engineering Services Acct. #101-19-7230	\$294.00	
		Development Projects Acct. #101-19-7230	\$7,455.00	
		NPDES Coordination Acct. #102-42-7630	<u>\$105.00</u>	\$8,148.00
15778	Scarlett Santos Leon (12/5/19)	Mileage Reimbursement Acct. #101-16-6050		\$46.86
15779	Southern California Edison (12/3/19)	Street Lights Acct. #200-48-6410		\$761.78
15780	San Gabriel Valley Newspaper Group (11/30/19)	Publication of Notice of Election Acct. #101-13-6220		\$314.00
15781	LA County Sheriff's Dept. (11/8/18)	Oct 2019 Law Enforcement Services Acct. #101-23-7410		\$9,876.78
15782	SWRCB (11/20/19)	State Water Resources Control Board Annual Permit Fee Facility ID: 4 19M1000096 Acct. #102-42-7630 (UUT)		\$2,847.00
15783	TeamLogic IT of Pasadena (12/1/19)	Computer Services & Supplies Acct. #101-16-6230		\$590.00
15784	UltraSystems Environmental (10/31/19)	Preparation of an EIR Chadwick Estates Ranch Project Acct. #103-00-2039		\$4,001.50
15785	U.S. Bank Corporate Payment Systems (11/22/19)	Kevin Kearney Visa Card: USPS (code enforcement) Acct. 101-23-7450	\$18.60	
	(11/22/19)	CCCA City Manager Summit	\$65.00	
		Acct. #101-12-6025 Hilton Santa Barbara Acct. #101-12-6025	\$713.07 \$796.67	

15785	U.S. Bank Corporate Payment Systems (11/22/19)	Claudia Saldana Visa Card: Big Lots (Kleenex) Acct. #101-16-6450 USPS (code enforcement) Acct. 101-23-7450 MyFax Acct. 101-16-6230 USPS (code enforcement) Acct. 101-23-7450 Big Lots (paper towels) Acct. #101-16-6450 USPS (code enforcement) Acct. 101-23-7450 Big Lots (bottled water) Acct. #101-16-6450 USPS (stamps) Acct. 101-20-6120	\$6.57 \$9.30 \$20.00 \$8.40 \$10.94 \$19.40 \$4.20 \$110.00 \$188.81	
15785	U.S. Bank Corporate Payment Systems (11/22/19)	Scarlett Santos Leon Visa Card: The UPS Store Acct. #113-20-4500 Broadvoice Acct. #101-12-6440	\$52.01 <u>\$176.34</u> \$228.35	\$1,213.83
15786	VCA Code Group (10/7/19)	Oct 2019 Professional Services: Plan Check Services Acct. #101-20-7220 City Planner (Retainer) Acct. #101-20-7210 City Planner (Hourly) Acct. #101-20-7240	\$2,570.85 \$3,900.00 <u>\$3,382.50</u>	\$9,853.35
		Total Reg	ular Checks	\$59,383.44
PAYROL	L for December 2019:			
ACH	Kevin Kearney (Dec 2019)	Salary: City Manager Acct. #101-12-5010 Withholdings Acct. #101-00-2011	\$10,000.00 (<u>2,236.85)</u>	\$7,763.15
ACH	Claudia Saldana (Dec 2019)	Salary: City Clerk Acct. #101-13-5010 Withholdings Acct. #101-00-2011	\$5,118.67 (1,303.81)	\$3,814.86

ACH	Scarlett Santos Leon (Dec 2019)	Salary: Management Analyst Acct. #101-16-5010	\$4,025.67	
	(500 20 10)	Withholdings	(867.46)	
		Acct. #101-00-2011		
		PERS Employee Share	<u>(271.73)</u>	\$2,886.48
		Acct. #101-16-5010		
ACH	Lisa Bailey	Finance Director (Nov 2019)		
	(Dec 2019)	9.17 x \$82.94/hour	\$760.29	
		Acct. #101-14-5010		
		Withholdings	<u>(70.31)</u>	\$689.98
		Acct. #101-00-2011		
			Total Payroll	\$15,154.47

ELECTRONIC FUND TRANSFER (EFT) PAYMENTS for December 2019:

EFT	Aetna (Dec 2019)	Health Insurance for Dec 2019: City Manager Acct. #101-12-5100 City Clerk Acct. #101-13-5100 Management Analyst Acct. #101-16-5100	\$1,400.14 \$828.64 <u>\$372.23</u>	\$2,601.01
EFT	EDD (Dec 2019)	State Tax Withholdings SDI Acct. #101-00-2011	\$743.12 <u>\$199.05</u>	\$942.17
EFT	Dept. of Treasury Internal Revenue Service (Dec 2019)	Federal Tax Withholdings Social Security Medicare (Employee's portion of Social Security and Medicare is matched by the City) Acct. #101-00-2011	\$2,013.56 \$2,468.18 \$577.22	\$5,058.96
EFT	California PERS (Dec 2019)	City Manager Acct. #101-12-5100 City Clerk Acct. #101-13-5100 Management Analyst Acct. #101-16-5100	\$1,498.77 \$762.61 <u>\$552.92</u>	\$2,814.30
EFT	California PERS (Dec 2019)	Unfunded Accrued Liability UAL Payment (Classic) UAL Payment (Pepra) Acct. #101-16-6240	\$309.78 <u>\$41.81</u>	\$351.5 9

MAYOR - CITY OF BRADBURY

Reso. No. 19-30 Page 6 of 7 December 17, 2019

ATTEST:
CITY CLERK – CITY OF BRADBURY
"I, Claudia Saldana, City Clerk, hereby certify that the foregoing Resolution, being Resolution No. 19-30, was duly adopted by the City Council of the City of Bradbury, California, at a regular meeting held on the 17th day of December, 2019 by the following roll call vote:"
AYES:
NOES: ABSENT:

CITY CLERK - CITY OF BRADBURY



Remit payment and make checks payable to: STAPLES CREDIT PLAN DEPT. 11 - 0005337241 PO BOX 9001036 LOUISVILLE, KY 40290-1036

INVOICE DETAIL

BILL TO: Acct: 6011 1000 5337 241 CITY OF BRADBURY SHIP TO: CLAUDIA SALDANA BRADBURY CIVIC CENTER 600 WINSTON ST BRADBURY CA 91008

Amount Due:	Trans Da	Trans Date: DUE DATE: Invoi		
\$58.30	11/14/19	9 12/15/19	2388885571	
PO:		Store: 100088887, WE	ESTBORO, MA	

PRODUCT	SKU#	QUANTITY	UNIT PRICE	TOTAL PRICE
STAPLES EASYCLOSE SECURIT	787385	1.0000 EA	\$42.49	\$42.49
OFFICEMATE CONTEMPORARY 2	815964	1.0000 EA	\$18.79	\$18.79
COUPONDISCOUNT	558100	1.0000 ST	-\$8.00	-\$8.00

Purchased by: CLAUDIA SALDANA Order #: 9805364503

 SUBTOTAL
 \$53.28

 TAX
 \$5.02

 TOTAL
 \$58.30

BILL TO: Acct: 6011 1000 5337 241 CITY OF BRADBURY SHIP TO: CLAUDIA SALDANA BRADBURY CIVIC CENTER 600 WINSTON ST BRADBURY CA 91008

Amount Due:	Trans Date:	DUE DATE:	Invoice #: 2388885671	
\$3.60	11/14/19	12/15/19		
PO:	Store	• 100088887 WE	STRORO MA	

 PRODUCT
 SKU #
 QUANTITY
 UNIT PRICE
 TOTAL PRICE

 WESTCOTT 8 STAINLESS STEE
 276188
 1.0000 EA
 \$3.29
 \$3.29

 Purchased by: CLAUDIA SALDANA
 SUBTOTAL
 \$3.29

Order #: 9805364503

 SUBTOTAL
 \$3.29

 TAX
 \$0.31

 TOTAL
 \$3.60







U.S BANCORP SERVICE CENTER P. O. Box 6343 Fargo, ND 58125-6343

CITY OF BRADBURY

 ACCOUNT NUMBER
 4246-0446-0277-2711

 STATEMENT DATE
 11-22-19

 TOTAL ACTIVITY
 \$ 796.67

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

	NEW ACCOUNT ACTIVITY									
OST ATE	TRAN DATE	TRANSACTION DESCRIPTION	DN REFERENCE NUMBER	MCC	AMOUNT					
i0-31	10-30	USPS PO 0522740820 DUAF PUR ID: None TAX: 0.00	RTE CA 24137469304001243758905	9402	18.60					
1-06	11-05	PAYPAL *CCCA 402-935-773 PUR ID: 36314309 TAX: 0.00		8651	65.00					
1-18	11-15	HILTON HOTELS SANTA B. 170507 ARR	ARBARA CA 24755429321123210007654 VAL: 11-15-19	3504	713.07					

	ACCOU	NT NUMBER	ACCOUNT SUMMARY		
CUSTOMER SERVICE CALL	4246-044	6-0277-2711	PREVIOUS BALANCE	\$.00	
800-344-5696	STATEMENT DATE DISPUTED AMOUNT		PURCHASES &		
	11-22-19	\$.00	OTHER CHARGES	\$796.67	
SEND BILLING INQUIRIES TO:	AMOUNT DUE		CASH ADVANCES	\$.00	
	\$ (0.00	CASH ADVANCE FEE	\$.00	
C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	DO NOT REMIT		CREDITS	\$.00	
			TOTAL ACTIVITY	\$796.67	





U.S BANCORP SERVICE CENTER P. O. Box 6343 Fargo, ND 58125-6343 **CITY OF BRADBURY**

 ACCOUNT NUMBER
 4246-0400-8040-6665

 STATEMENT DATE
 11-22-19

 TOTAL ACTIVITY
 \$ 188.81

"MEMO STATEMENT ONLY" DO NOT REMIT PAYMENT



		NEW ACCOUNT A	CTIVITY		
OST ATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	мсс	AMOUNT
0-23	10-22	BIG LOTS STORES - #4170 DUARTE CA PUR ID: TAX: 0.57	24137469295300546943177	5310	6.57
0-23	10-22	USPS PO 0522740820 DUARTE CA PUR ID: None TAX: 0.00	24137469296001182483846	9402	9.30
0-23	10-23	MYFAX *PROTUS IP SOLN 866-563-9212 CA PUR ID: 33542619 TAX: 0.00	24692169296100420894054	5968	20.00
0-25	10-24	USPS PO 0522740820 DUARTE CA PUR ID: None TAX: 0.00	24137469298001241675372	9402	8.40
1-07	11-06	BIG LOTS STORES - #4170 DUARTE CA PUR ID: TAX: 0.95	24137469310300553683097	5310	10.94
1-07	11-06	USPS PO 0522740820 DUARTE CA PUR ID: None TAX: 0.00	24137469311001199521829	9402	19.40
1-14	11-13	BIG LOTS STORES - #4170 DUARTE CA PUR ID: TAX: 0.00	24137469317300544692234	5310	4.20
1-21	11-20	USPS PO 0522740820 DUARTE CA PUR ID: None TAX: 0.00	24137469325001249145086	9402	110.00

Pefault Accounting Code:					
	ACCOU	NT NUMBER	ACCOUNT SUMMARY		
CUSTOMER SERVICE CALL	4246-040	0-8040-6665	PREVIOUS BALANCE	\$.00	
800-344-5696	STATEMENT DATE	DISPUTED AMOUNT	DUDGUACEC ®		
	11-22-19	\$.00	PURCHASES & OTHER CHARGES	\$188.81	
SEND BILLING INQUIRIES TO:	AMOUNT DUE		CASH ADVANCES	\$.00	
COLLS DANCODE SERVICE CENTED INC	\$ (0.00	CASH ADVANCE FEE	\$.00	
C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	DO NOT REMIT		CREDITS	\$.00	
			TOTAL ACTIVITY	\$188.81	





U.S BANCORP SERVICE CENTER P. O. Box 6343 Fargo, ND 58125-6343 CITY OF BRADBURY

 ACCOUNT NUMBER
 4246-0446-2235-1074

 STATEMENT DATE
 11-22-19

 TOTAL ACTIVITY
 \$ 228.35

"MEMO STATEMENT ONLY" DO NOT REMIT PAYMENT

SCARLETT L SANTOS LEON CITY OF BRADBURY 600 WINSTON AVENUE BRADBURY CA 91008-1123

	NEW ACCOUNT ACTIVITY									
OST ATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT					
1-05	11-04	THE UPS STORE #1831 MONROVIA CA	24692169309100447327943	7399	52.01					
1-18	11-15	BROADVOICE 888-325-5875 CA PUR ID: 0000425560 TAX: 0.00	24453519319017049368013	4814	176.34					

	ACCOU	NT NUMBER	ACCOUNT SUMMARY		
CUSTOMER SERVICE CALL	4246-044	6-2235-1074	PREVIOUS BALANCE	\$.00	
800-344-5696	STATEMENT DATE	DISPUTED AMOUNT	PURCHASES &		
	11-22-19	\$.00	OTHER CHARGES	\$228.35	
SEND BILLING INQUIRIES TO:	AMOUNT DUE		CASH ADVANCES	\$.00	
	\$ (0.00	CASH ADVANCE FEE	\$.00	
C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	DO NO	T REMIT	CREDITS	\$.00	
			TOTAL ACTIVITY	\$228.35	

Monthly Investment Report for the month of November 2019 City of Bradbury

CASH ON DEPOSIT BY ACCOUNT

CASH & INVESTMENTS ON DEPOSIT BY FUND

Total			-			Ally Bank CD	Discover Bank CD 1	Citibank NA CD	American Express Centurion CD		Local Agency Investment Fund (LAIF)	Investments:			Wells Fargo Bank - General Checking 1	Bank Accounts:
₩						₩	↔	₩	₩		₩				↔	
4,967,218.03						247,000.00	246,000.00	246,000.00	247,000.00		3,390,739.83				590,478.20	Amount
						9/26/2022	9/7/2021	6/7/2021	12/7/2020		n/a				n/a	Maturity
						1.95%	3.00%	3.00%	2.10%		2.10%				0%	Interest Rate
Total	COPS Fund (215) County Park Grant Fund (217) CWPP Grant Fund (219)	Measure M Fund (210) Measure M Fund (212)	Recycling Grant Fund (209)	STPL Fund (208)	Sewer Fund (206)	TDA Fund (205)	Prop C Fund (204)	Prop A Fund (203)	SB 1 Gas Tax Fund (201)	Gas Tax Fund (200)	Technology Fee Fund (113)	Long Term Planning Fee Fund (112)	Deposits Fund (103)	Utility Users Tax Fund (102)	General Fund (101)	Funds
\$ 4,967,218.03	\$247,019.26 \$8,137.21 \$10,862.32	\$42,212.75 \$22,110.41	\$11,356.00	\$1,015.28	\$566,782.28	\$413.00	\$9,075.72	\$23,825.99	\$8,525.62	\$8,242.50	\$50,369.79	\$18,973.37	\$134,159.16	\$758,965.26	\$3,045,172.11	Amount

I hereby certify that there are sufficient funds available to meet the City's obligations for the next three (3) months.

This report is prepared in accordance with the guidelines established in the Statement of Investment Policy adopted November 21, 2017

Submitted By: Fay K

Reviewed By:

Laurie Stiver
City Treasurer

City Manager Kevin Kearney

Revenues

Acct. Number	Account Description	2017-18 Actual	2018-19 YTD 6/30/19	2019-20 Budget		9-20 11/30/19
General Fund:						
101-00-4010	Property Tax-Current Secured	438,658	471,209	495,000	5,196	1%
101-00-4030	Property Tax-Current Unsecured	3,941	18,096	18,500	16,407	89%
101-00-4050	Property Tax Prior Year	-	.0,000	. 0,000	(62)	#DIV/0!
101-00-4060	Public Safety Augmentation F	10,323	11,680	12,000	3,659	30%
101-00-4070	Delinquent Taxes	6,624	6,401	7,500	4,679	62%
101-00-4100	Sales & Use Tax	4,114	1,962	1,500	618	41%
101-00-4110	Franchise Fee-Cable TV	18,708	22,476	23,000	12,826	56%
101-00-4120	Franchise Fee-SC Edison	17,722	18,739	19,000	,	0%
101-00-4130	Franchise Fee-SC Refuse	33,402	37,159	37,000	8,343	23%
101-00-4140	Franchise Fee-SC Gas Co.	2,574	2,539	2,600		0%
101-00-4150	Franchise Fee-Cal Am Water	31,388	37,557	38,000		0%
101-00-4160	AB939 Refuse Admin. Fee	17,952	18,652	18,000		0%
101-00-4190	Real Property Transfer Tax	31,081	22,709	14,000	9,003	64%
101-00-4200	Motor Vehicle In-Lieu	130,646	137,540	140,000		0%
101-00-4210	Dist & Bail Forfeiture	2,867	1,116	1,500	687	46%
101-00-4220	Fines-City	21,906	21,732	2,000	154	8%
101-00-4350	Business License	44,063	40,611	40,700	17,810	44%
101-00-4360	Movie & TV Permits	3,030	-	-	30,900	#DIV/0!
101-00-4370	Bedroom License Fee	10,301	14,420	15,000		0%
101-00-4410	Variances & CUPs	1,635	1,635	1,600	1,635	102%
101-00-4420	Lot Line Adjustment/Zone Changes	3,805	-	-		#DIV/0!
101-00-4440	Subdivisions/Lot Splits	4,844	4,844	5,000		0%
101-00-4460	Planning Dept. Review	50,073	25,382	25,000	16,095	64%
101-00-4470	Building Construction Permit	179,175	236,173	250,000	33,017	13%
101-00-4480	Building Plan Check Fees	260,790	159,454	250,000	41,842	17%
101-00-4485	Landscape Plan Check Permit	10,627	7,433	5,500	2,793	51%
101-00-4490	Green Code Compliance	26,871	29,086	27,000	3,648	14%
101-00-4500	Civic Center Rental Fee	1,050	-	1,050	900	86%
101-00-4530	Environmental & Other Fees	8,612	371	1,000	1,112	111%
101-00-4540	City Engineering Plan Check	140,793	127,680	135,000	44,982	33%
101-00-4600	Interest Income	20,081	70,777	77,712	18,724	24%
101-00-4700	Sales of Maps & Publications	317	352	400		0%
101-00-4800	Other Revenue	-	148	200		0%
101-00-4850	Cal-Am Loan Repayment	4,820	4,820	4,820	FF4	0%
101-00-4900	Reimbursements	65	5,783	3,000	551	18%
101-00-4920	Sale of Prop. A Funds	56,000	400	100	F0	#DIV/0!
101-23-4950	Vacant Property Registry Fee	50	100	100	50 500	50%
101-24-4610	Donations Total General Fund Revenues	1,598,908	500 1,559,136	1,672,682	500 276,069	#DIV/0! 17%
	Total General Fund Revenues _	1,596,906	1,559,130	1,072,002	270,009	1770
Utility Users Tax	k Fund:					
102-00-4600	Interest	7,099	16,097	18,810		
102-00-4810	Water	47,920				
102-00-4820	Trash	22,991				
102-00-4830	Electric	108,595	36			
102-00-4840	Natural Gas	14,930				
102-00-4850	UUT - Cable	21,642				
102-00-4855	Telecom-Minors	12,990				
102-00-4856	Telecom-AT&T	434				
102-00-4857	Telecom-Verizon	5,235				
102-00-4858	Telecom-Sprint Nextel	991				

Revenues

Acct. Number	Account Description	2017-18 Actual	2018-19 YTD 6/30/19	2019-20 Budget		9-20 11/30/19
102.00.4000	Deinebourgement	204				
102-00-4900	Reimbursements	<u>364</u> 243,191	16,133	18,810		
					//	•
Long Term Plan						
112-00-4490 112-00-4600	Long-Term Planning Fee LTP Fee Interest Income	10,647 143	7,027 411	8,000 400	2,013	25%
112-00-4600	LTP Fee interest income	10,790	7,438	8,400	2,013	0% 24%
				-,		
Technology Fee						
113-00-4520	Technology Fee	14,646	18,864	18,500	1,829	10%
113-00-4600	Technology Fee Interest Income	498	894	1,000	4 000	0%
		15,144	19,758	19,500	1,829	9%
Gas Tax Fund:						
200-00-4000	Transfers In					
200-00-4200	TCRA Funds	1,258	1,206	-		#DIV/0!
200-00-4600	Gas Tax Interest	1,045	2,313	-		#DIV/0!
200-48-4260	Gas Tax	34,031	26,111	25,000	8,309	33%
004.0	•	36,334	29,630	25,000	8,309	33%
SB1 Gas Tax Fu			6 600			#DIV//01
201-00-4000 201-48-4260	Transfers In Gas Tax		6,623 16,105	15 000	2 504	#DIV/0!
201-46-4200	Gas Tax Gas Tax Interest		331	15,000	3,591	24% #DIV/0!
201-00-4600	Gas Tax Interest		23,059	15,000	3,591	#DIV/0!
Prop. A Fund:						
203-40-4260	Prop. A Transit Funds	20,948	22,224	23,000	9,254	40%
203-40-4600	Prop. A Transit Interest	95	291	308	0.054	0%
		21,043	22,515	23,308	9,254	40%
Prop. C Fund:						
204-48-4260	Prop. C Funds	17,532	18,434	19,000	7,676	40%
204-48-4600	Prop. C Interest	524_	1,447	_		#DIV/0!
		18,056	19,881	19,000	7,676	40%
Transportation	Development Act Fund:					
205-48-4260	TDA Funds	7,362	22,637	5,000		0%
205-48-4600	TDA Interest	(2)		0,000		#DIV/0!
		7,360	22,637	5,000	-	0%
Saucan Francis						
Sewer Fund: 206-00-4000	Transfers In	1,100,000		600,000		0%
206-50-4600	Sewer Fund Interest	9,700	13,901	885		0%
206-50-4605	Lemon Ave. Assessment	3,700	15,501	005		#DIV/0!
206-50-4606	Winston Ave. Assessment					#DIV/0!
206-50-4730	Mount Olive Drive Assessment	43,140				#DIV/0!
200 00 1700	meant enve brive recessment	1,152,840	13,901	600,885	-	0%
STPL Fund:	OTPL 5					
208-00-4260	STPL Funds	-	700			#D0 //21
208-00-4600	STPL Interest	316	703			#DIV/0!
		316_	703	**		#DIV/0!

Revenues

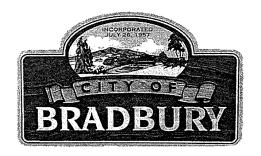
Acct. Number	Account Description	2017-18 Actual	2018-19 YTD 6/30/19	2019-20 Budget		19-20 11/30/19
Recycling Grai	nt Fund:					
209-00-4260	Recycling Grant Funds	5,000	5,000	5,000		0%
209-00-4600	Recycling Grant Interest	90	201	3,000		#DIV/0!
	, 0	5,090	5,201	5,000		0%
Measure R Fun	nd:		0,201	0,000		070
210-48-4260	Measure R Funds	13,014	13,830	15,000	5,753	38%
210-48-4600	Measure R Interest	692	1,767	-	0,700	#DIV/0!
		13,706	15,597	15,000	5,753	38%
Measure M Fur	nd					
212-48-4260	Measure M Funds	11,795	15 506	40 500	40.047	2004
212-48-4600	Measure M Interest	69	15,596	16,500	10,947	66%
	madau a m maraat	11,864	284 15,880	16 500	10.047	#DIV/0!
		11,004	15,660	16,500	10,947	66%
Measure W Fur	nd					
213-48-4260	Measure W Funds			60,000		
213-48-4600	Measure W Interest		_	00,000	=	#DIV/0!
	•	_	_	60,000	-	0%
Citizen's Option	n for Public Safety (COPS) Fund:		***		·	0 70
215-23-4260	COPs Funds	143,168	148,747	100,000	103,527	104%
215-23-4600	COPs Interest	1,383	3,679	982	,	0%
		144,551	152,426	100,982	103,527	103%
County Park Gi	ant.					
217-00-4210	County Park Grant					
217-00-4600	Grant Fund Interest Income	85	100	100		221
	-	85	190 190	180 180		0%
	-	- 65	190	180	-	0%
Fire Safe Grant	14-USFS-SFA-0053:					
219-00-4260	Fire Safe Grant 14-USFS-SFA-0053					
219-00-4270	HOA Contribution					
219-00-4600	Fire Safe Grant Interest Income	101	226	215		0%
	•	101	226	215	-	0%
	-					<u> </u>
	Total Revenues	3,279,380	1,924,310	2,605,462	428,968	16%

		2017-18	Amended 2018-19	2018-19	2019-20	2019-	-20
	Account Description	Actual	Budget	YTD 6/30/19	Budget	YTD @ 1	1/30/19
General Fund:							
101-00-5000	Transfers Out	1,100,000			600,000	-	0%
City Council	Division:						
101-11-6500	Community Support (homelessness)	3,000	3,000	3,000	4,000		0%
101-11-6100	Events and awards	7,662	4,700	6,490	6,000	6,451	108%
101-11-6110	City Newsletter	225		1,257	-	235	#DIV/0!
		10,887	7,700	10,747	10,000	6,686	67%
City Manage	r Division:						
101-12-5010		102,500	106,395	106,395	109,268	50,000	46%
101-12-5100	Benefits	41,806	42,300	44,100	46,174	20,185	44%
101-12-6020	Meetings & Conferences	2,027	2,500	3,373	3,500	3,319	95%
101-12-6025	Expense Account	1,130	1,500	317	1,500	122	8%
101-12-6050	Mileage	1,023	1,200	1,104	1,200	263	22%
101-12-6440	Cell Phone	900	900	900	1,000	375	38%
		149,386	154,795	156,189	162,642	74,264	46%
City Clerk Di	vision:						
101-13-5010	Salaries	60,741	59,809	59,809	61,424	25,593	42%
101-13-5100	Benefits	24,294	24,100	24,706	24,702	9,868	40%
101-13-6020	Meetings & Conferences	,	100	,	_	-,	#DIV/0!
101-13-6040	Transportation & Lodging		100		_		#DIV/0!
101-13-6050	Mileage	142	150	47	50	85	170%
101-13-6210	Special Department Supplies	112	250	122	275	00	0%
101-13-6220	Election Supplies	473	500		500		0%
101-13-6225	Codification	2,317	1,500	7,064	7,000	576	8%
101-13-7000	Contract Election Services	2,017	12,000	-	15,000	0.0	0%
		87,967	98,509	91,748	108,951	36,122	33%
Finance Divi	sion:						
101-14-5010		14,230	15,043	15,100	15,449	5,059	33%
101-14-5100	Benefits	1,299	1,250	1,116	1,371	617	45%
101-14-6210		94	350	575	600	0.7	0%
	Contracted Computer Services	1,459	2,000	1,141	500	400	80%
	Contracted Banking Services	4,726	4,600	4,254	4,000	1,978	49%
101-14-7020	-	18,523	14,700	17,466	18,000	,	0%
101-14-7040	GASB Reports	350	350		725	700	97%
	•	40,681	38,293	40,352	40,645	8,754	22%
City Attorney	/ Division:						
	City Attorney Retainer	29,400	29,400	29,400	31,800	10,600	33%
101-15-7070	-	2,702	6,000	1,331	5,000	415	8%
101-15-7075		_,,	-,	.,	26,000		
101-15-7080		1,211	1,000	1,100	1,100		0%
.00,,000	Community of vicining	33,313	36,400	31,831	63,900	11,015	17%
General Gov	ernment Division:						
101-16-5010		37,219	47,038	47,038	48,308	19,857	41%
101-16-5100	Benefits	9,524	12,700	12,695	13,107	6,437	49%
101-16-6010		375	500	. =,000	1,000	0,101	0%
101-16-6020	Meetings & Conferences	195	150	60	200	35	18%
101-16-6040	Transportation & Lodging	-	500	388	1,000	00	0%
101-16-6050	Mileage	215	500	261	300	5	2%
101-16-6120	Postage	267	500	856	300	414	138%
101-16-6200	Office Supplies	1,324	2,500	2,061	2,500	207	8%
101-10-0200	Cinoc Cappilos	1,024	۷,500	۱ ۵۰۰ ۱	۵,500	201	J /0

	Account Description	2017-18 Actual	Amended 2018-19 Budget	2018-19 YTD 6/30/19	2019-20 Budget	2019- YTD @ 11	
404 40 0040	Consider Demonstrate and all Consults	4.000					
101-16-6210	Special Departmental Supplies	1,622	1,622	397	500		0%
101-16-6230	•	7,232	18,000	10,929	15,000	3,347	22%
101-16-6240 101-16-6242	· · · · · · · · · · · · · · · · · · ·	2,259	2,068	2,068	3,717	1,758	47%
101-16-6241				0.505	2.000	200	00/
101-16-6250		2,216	2 216	2,535 6.740	3,000	000	0%
101-16-6300	•	54,738	2,216 47,201	6,740 55,553	5,000 56,000	903	18%
101-16-6400		2,953	5,000	4,114	4,500	19,811 792	35%
101-16-6440	Telephone	6,71 4	7,000	4,114	6,000	699	18% 12%
101-16-6450	·	1,132	1,000	603	1,000	139	14%
101-16-6460	Building & Cleaning Service	2,795	2,500	2,825	3,000	1,930	64%
101-16-6470		2,733	500	328	400	1,930	0%
	-	130,780	151,495	153,614	164,832	56,534	34%
		100,700	101,100	100,014	104,002	30,334	3470
Engineering	Division:						
	Contracted Engineering Services	138,463	125,000	100,399	130,000	22,014	17%
101-19-7238		59,350	-	.00,000	.00,000	,	#DIV/0!
	•	197,813	125,000	100,399	130,000	22,014	17%
			·	,	,	,	
Planning, Zo	ning & Development Division:						
101-20-6020	Meetings & Conferences			38			#DIV/0!
101-20-6120	Postage	332	300	727	1,000	(66)	-7%
101-20-6210	Special Department Supplies	210	500	430	500	` ,	0%
101-20-6240	Environmental Filing Fees	-	500		500		0%
101-20-7210	City Planner Retainer	46,800	46,800	46,843	46,800	11,700	25%
101-20-7220	Contracted Building & Safety	232,115	290,000	199,684	250,000	37,646	15%
101-20-7240	City Planner Special Service	15,592	10,000	18,191	15,000	8,580	57%
101-20-7245	General Plan update	406	406	2,160	<i>,</i> –	450	#DIV/0!
101-20-7075	Development Code Update				26,000	-	0%
		295,455	348,506	268,073	339,800	58,310	17%
	dscape Maintenance Division:						
	Royal Oaks Trail Maintenance	7,305	10,000	13,724	10,000	2,140	21%
101-21-7020	-	2,670	19,830	10,780	7,000	3,613	52%
101-21-7025	Trail Maintenance	1,777	7,000	11,311	10,000	1,776	18%
101-21-7035		7,349	5,500	7,343	12,000	1,769	15%
101-21-7045		1,380	27,500	29,197	43,000	345	1%
101-21-7060	Street Tree Trimming	11,098	10,000	10,857	-	-	#DIV/0!
		31,579	79,830	83,212	82,000	9,643	12%
Dublic Octob	Distalana						
Public Safety							
	Special Departmental Services	4	20,000	20,336	-		#DIV/0!
	Contract Services Sheriff	117,875	113,315	112,465	118,522	29,630	25%
101-23-7420		2,582	2,600	3,282	3,500	1,191	34%
	Code Enforcement	4,499	5,600	11,241	6,000	13,885	231%
101-23-7757	AED Purchase	404.050	3,278	2,863	-		#DIV/0!
		124,956	144,793	150,187	128,022	44,706	35%
Emorgonov E	Proporodnoso Division.						
101-24-6010	Preparedness Division: Seminars & Training						
101-24-6010	Meetings & Conferences	- EE	F0	400	400	22	0007
		55 260	50	133	100	30	30%
101-24-6030	Memberships & Dues Events & Awards	360	360	360	375		0%
		000	0.500	0.400	500		0%
	Maintenance & Supplies	869	2,500	2,406	5,500		0%
	Civic Center Generator	-	45.000	1,191	-	857	#DIV/0!
	Hazard Mitigation Plan	16	15,000	5,063	-	8	#DIV/0!
101-24-7245	Hazard Mitigation Plan				5,000		0%

	Account Description	2017-18 Actual	Amended 2018-19 Budget	2018-19 YTD 6/30/19	2019-20 Budget	2019-20 YTD @ 11/30/19	
	-	1,300	17,910	9,153	11,475	895	8%
		.,	,,,,,,,,	2,122			
	t Control Division: Animal Control Services	2,745	4,777	3,330	18,085	6,348	35%
	Pest Control Services	175	300	·	300	0,040	0%
	_	2,920	5,077	3,530	18,385	6,348	35%
Intergovernm	ental Relations Division:						
	Memberships & Dues	8,610	8,700	4,072	9,200	9,349	102%
	General Fund Totals	2,215,647	1,217,008	1,103,107	1,869,852	344,640	18%
Here Harry Tax	. Form de						
Utility Users Tax 101-15-7075	NPDES Stormwater Compliance	36,081	100,000	32,802	26,000	4,963	19%
101 10 1010			100,000			.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Long Term Plan	ning Fee Fund:	1,350		8,645			#DIV/0!
Technology Fee	Fund:						
113-20-4500	Technology expense	8,631	16,677	17,495	10,000	1,811	18%
113-20-7730		-	8,000	- 4 400	20,000		0%
	Capital Equipment-Server & Copier Technology expense (e-Plan)	7,470		1,188	_		#DIV/0! #DIV/0!
113-20-4300	-	16,101	24,677	18,683	30,000	1,811	6%
	-				·····		
Gas Tax Fund:	Transfers Out			6 622			
	Transfers Out Utilities-Select System	11,272	12,000	6,623 9,39 4	9,000	4,619	51%
200-48-6410		9,293	9,000	8,073	8,000	3,055	38%
	PW Contract Services	1,474	2,000	2,126	3,000	440	15%
	Street Sweeping	4,071	4,000	3,131	4,000	313	8%
200-48-7755	City Wide Slurry Seal		108,399	110,394			#DIV/0!
	-	26,110	135,399	139,741	24,000	8,427	35%
SB1 Gas Tax Fu	nd:						
201-48-7745	Royal Oaks North Curb Extension				19,000		0%
201-48-7755	City Wide Slurry Seal		21,623	21,623	-		#DIV/0!
			21,623	21,623	19,000	-	0%
Prop. A Fund:							
	Sale of Prop. A Funds	80,000					
203-40-7625	Transit Services		9,000	8,449	9,000	2,816	31%
	-	80,000	9,000	8,449	9,000	2,816	31%
Prop. C Fund:							
204-20-6030	Memberships & Dues	642		833	900		0%
204-40-7325	Transit Services	8,449	-	-	.		#DIV/0!
204-48-7745			70.007	70.007	19,000		0%
204-48-7755	City Wide Slurry Seal	9,091	73,867 73,867	73,867 74,700	19,900	-	#DIV/0! 0%
	-	0,001	. 0,001	. 1,100	. 0,000	(111)	
	Development Act Fund:						
	Lemon/RO Horse Trail Project	7,142	30,000	22,636			#DIV/0!
205-00-7760	Return of Funds	7,362	30,000	22,636	-	-	#DIV/0!
	-	1,002	30,000	22,000	·		"DIVIO:
Sewer Fund:							
206-50-7600	Mt. Olive Drive Sewer Project	-	9,760	9,760	-	2,619	#DIV/0!

		2017-18	Amended 2018-19	2018-19	2019-20	2019-	
	Account Description	Actual	Budget	YTD 6/30/19	Budget	YTD @ 11	1/30/19
206-50-7601	Mt. Olive Lane Sewer Project	13,695	537,807	6,271	65,000	15,140	23%
206-50-7605	•	103,816	_		580,000	,	0%
	Winston Ave Project	25,813	492,582	492,582	-	5,152	#DIV/0!
	-	143,324	1,040,149	508,613	645,000	22,911	4%
STPL Fund:	-						
	Royal Oaks North Curb Extension		_				
208-48-6555	•		32,774	32,774			#DIV/0!
			32,774	32,774	-	-	#DIV/0!
	-						
Recycling Gran							
209-35-7300	Recycling Education	4,500		5,000	5,000	_	0%
Measure R Fund	d:						
210-48-7755	City Wide Slurry Seal		88,763	49,950	-		#DIV/0!
210-48-7745	Royal Oaks North Curb Extension				14,000		0%
210-00-7760	Return of Funds			3,990			#DIV/0!
	-	-	88,763	53,940	14,000	-	0%
Measure M Fund	I						
212-48-7755	Citywide Slurry Seal	-	4,514	4,514		1,610	#DIV/0!
212-48-7745	Royal Oaks North Curb Extension				27,000		0%
212-48-7756	Bridge Repair		18,900	12,066			#DIV/0!
	- -	-	23,414	16,580	27,000	1,610	6%
Measure W Fund	i						
213-42-7630	NPDES Stormwater Compliance			-	60,000		
Citizan's Ontion	for Public Safety (COPS) Fund:						
	Contract Services Sheriff	145,020	95,500	73,198	100,000	50,000	50%
	Contract CSO Services & Supplies	145,020	95,500	73,190	55,000	50,000	
210-20-7411	Contract CSO Services & Supplies	145,020	95,500	73,198	155,000	50,000	0%
	-	145,020	95,500	73,190	155,000	50,000	32%
County Park Gra	.nt:		······································	-			
	Civic Center Park	-	÷	-	-	1,000	-
	Total Expenditures	2,684,586	2,892,174	2,120,491	2,903,752	438,178	15%



Richard T. Hale, Jr., Mayor (District 1) Monte Lewis, Mayor Po Tem (District 2) Richard Barakat, Council Member (District 3) Bruce Lathrop, Council Member (District 4) Elizabeth Bruny, Council Member (District 5)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: December 17, 2019

SUBJECT: AGREEMENT FOR GOVERNMENT RELATIONS ADVOCACY

SERVICES WITH BEST BEST & KRIEGER, LLP

ATTACHMENTS: 1) Agreement for Government Relations Advocacy Services

2) Advanced Conflict Waiver re: Representation of Other Clients in

Water Law Issues

3) Informed Consent – Joint Representation

SUMMARY

On July 2017, the City of Arcadia contracted with Best Best & Krieger, LLP ("BB&K") for professional lobbying and consulting services to secure grant funding for stormwater related projects. Additionally, the City of Sierra Madre partnered with the City of Arcadia and equally split the cost of lobbying services with BB&K. On July 2018, the City of Arcadia approved an extension to the contract.

Given the lobbying efforts already underway by the Cities of Arcadia and Sierra Madre, Arcadia staff approached the member agencies of the Rio Hondo/San Gabriel River Water Quality Group (the "Group"), comprised of the Cities of Bradbury, Duarte, Monrovia, the County of Los Angeles, and the Los Angeles County Flood Control District, to expand the scope and efforts to include other regional projects identified in the Water Management Plan, and to leverage BB&K's expertise and established relationships. As such, BB&K has offered to expend lobbying services to the Group for \$84,000 a year or \$7,000 per month.

It is recommended that the City Council approve, and authorize and direct the City Manager to execute an Agreement with Best Best & Krieger, LLP for Professional Lobbying and Consulting Services for water and stormwater related projects in the yearly

amount of \$11,323.08 and appropriate that amount to account 101-15-7075.

BACKGROUND

In 2007, the Cities of Arcadia and Sierra Madre were awarded a joint authorization of \$20 million dollars for local water and wastewater related infrastructure projects, but the grants were never fully funded by Congress. In July 2017, the City of Arcadia awarded a Professional Services Agreement to Best Best & Krieger, LLP ("BB&K") for professional lobbying and consulting services to secure grant funding for water and stormwater related projects. Subsequently, the City Council approved an extension to this contract in Jly 2018.

As part of the Cities' contract, BB&K has provided a high level of expertise and strategic guidance to the Cities of Arcadia and Sierra Madre for two WMP's proposed projects at the federal level. The City and Sierra Madre split the cost for lobbying services equally for an annual cost of \$36,000. The firm has worked to increase the visibility and attractiveness of the projects, including facilitating a lobbying trip to Washington, D.C. for City Council members and the Cities' staff to meet with congressional representatives, the Bureau of Reclamation, Army Corps of Engineers, and the Environmental Protection Agency. The proposed projects were well presented and well received by all parties, including local stakeholders such as the Los Angeles Army Corps of Engineers office, Los Angeles County, and Arboretum staff.

DISCUSSION

In July 2019, the City of Arcadia proposed to the Oversight Committee of the Rio Hondo/San Gabriel River Water Quality Group that a regional approach to Arcadia's and Sierra Madre's lobbying efforts was necessary to better engage the various federal agencies and other stakeholders. Arcadia proposed to expand the scope of BB&K's efforts to include the other regional projects identified in the Watershed Management Plan, and to leverage BB&K's expertise and relationships established during the previous two years. BB&K has offered to extend lobbying services to the Group for \$84,000 a year or \$7,000 per month (ATTACHMENT #1).

Contracting with BB&K was the logical next step as the firm has assisted the Cities of Arcadia and Sierra Madre with its on-going efforts. The City of Arcadia would act as the lead agency and as the primary liaison between the Group and BB&K. Although the County of Los Angeles and the Los Angeles County Flood Control District are in support of a regional approach to our lobbying efforts, both agencies have internal staff that serve the same function, and therefore, the County and the Flood Control District will work in tandem with BB&K in lieu of contributing directly to the cost sharing arrangement. While Arcadia is the lead agency, BB&K will invoice the member agencies separately based on the Cities' monthly share. As such, a Joint Representation Waiver is needed to ensure the Cities are fully represented by BB&K (ATTACHMENT #3).

The cost share formula is based 50% on participation and 50% on land area. The City of Bradbury's annual contribution will be \$11,323.08 or \$943.59 per month, with the calculation shown in the chart below.

<u>Jurisdiction</u>	Monthly	Annual	
Arcadia	\$2,110.26	\$25,323.08	******
Bradbury	\$943.59	\$11,323.08	
Duarte	\$1,161.54	\$13,938.46	
Monrovia	\$1,725.64	\$20,707.69	
Sierra Madre	\$1,058.97	\$12,707.69	

Under the modified scope of work, BB&K will work with the Group to lobby for a new grant funding authorization and assist in identifying grant funding opportunities with federal agencies, as well as facilitating meetings with key decision makers and building coalitions to secure support for federal grant applications. In addition, BB&K will assist in educating key stakeholders on the Rio Hondo/San Gabriel River Water Quality Group's five regional projects and their benefits at the federal level.

FISCAL IMPACT

The annual cost for services for BB&K is \$84,000, with the City of Bradbury's annual contribution share in the amount of \$11,323.08 or \$943.59 per month.

The contract is to be proportionally divided on a formula based on participation (50%) and land area (50%) between the Cities of Arcadia, Bradbury, Duarte, Monrovia, and Sierra Madre. The rate is all inclusive and covers other direct expenses including telephone, postage, shipping, photocopying, and other administrative costs. Funds to cover the BB&K costs would come from the City's Utility Users Tax Fund, which has a balance of \$758,965.26 (as of November 30, 2019).

RECOMMENDATION

It is recommended that the City Council approve, and authorize and direct the City Manager to execute an Agreement with Best Best & Krieger, LLP for Professional Lobbying and Consulting Services for water and stormwater related projects in the yearly amount of \$11,323.08 and appropriate that amount to account 101-15-7075.

ATTACHMENT #1



(760) 568-2611 Irvine (949) 263-2600

Indian Wells

Los Angeles (213) 617-8100

Manhattan Beach (310) 643-8448

BEST BEST & KRIEGER

2000 Pennsylvania Avenue, N.W., Suite 5300, Washington, DC 20006 Phone: (202) 785-0600 | Fax: (202) 785-1234 | www.bbklaw.com Ontario (909) 989-8584 Riverside (951) 686-1450 Sacramento (916) 325-4000 San Diego (619) 525-1300 Walnut Creek (925) 977-3300

John D. Freshman (202) 370-5301 john.freshman@bbklaw.com

July 25, 2019

VIA EMAIL

Rio Hondo-San Gabriel River Watershed Group c/o Dominic Lazzaretto 240 W. Huntington Drive Arcadia, CA 91106

RE: Agreement for Government Relations Advocacy Services

Dear Rio Hondo-San Gabriel River Watershed Group:

Per our conversations, we would be delighted to work for the cities of the Rio Hondo-San Gabriel River Watershed Group – comprised of the Cities of Arcadia, Bradbury, Duarte, Monrovia, and Sierra Madre ("Group").

BB&K will work on behalf of the Group to identify and help secure federal grants for the Group's regional water projects listed below. BB&K maintains a full government relations office in Washington, D.C., which effectively monitors, researches, and advocates clients' positon at the federal level before Congress and the executive branch agencies.

The projects BB&K will work on for the Rio Hondo-San Gabriel River Watershed Group include the:

- Arcadia Wash Ecosystem Restoration Project at the Arboretum
- Rio Hondo Ecosystem Restoration Project
- Arcadia Wash Water Conservation Diversion Project
- Encanto Park Stormwater Capture Project
- Basin 3E Enhancements at Santa Fe Spreading Grounds

A summary of the services provided include:

1. **Identify and Assist with Funding Opportunities**: Utilize our unique relationships to monitor federal grant programs and other funding opportunities with a special focus on



July 25, 2019 Page 2

federal grants and the appropriations process. BB&K will target the Army Corps of Engineers, the Environmental Protection Agency, and the Bureau of Reclamation for federal funding partnerships.

- 2. Advocacy and Updates: Represent the Group before Congress and federal agencies by educating key stakeholders on the Rio Hondo-San Gabriel River Watershed Group's projects and their benefits.
- 3. **Relationship and Coalition Building**: Set meetings with key decision makers and build coalitions to secure support for federal grant applications.

As discussed this agreement will begin October 1, 2019 for \$7,000 a month for one year, allocated among the Group members according to the attached fee schedule. On behalf of BB&K, we are pleased to have this opportunity and look forward to a long productive relationship with the Rio Hondo-San Gabriel River Watershed Group.

This Agreement may be signed in counterparts. Each signed copy will be deemed to be an original, but all of them together will constitute one and the same Agreement.

Sincerely,

John D. Freshman
for BEST BEST & KRIEGER LLP

Signed:

Dominic Lazzaretto
City of Arcadia

Date:



BEST BEST & KRIEGER B

ATTORNEYS AT LAW

July 25, 2019 Page 3 Signed: _____ Kevin Kearney City of Bradbury Date: _____ Signed: ______
Darrell George City of Duarte Date: Signed: Oliver Chi City of Monrovia Date: _____ Signed: _____ Gabriel Engeland

City of Sierra Madre



July 25, 2019 Page 4

Attachment: Rio Hondo-San Gabriel River Watershed Group Fee Schedule

						Cost Estimate - BBK (Advocacy Services)			Monthly Payment
Jurisdiction	Rio Hondo Sub- Watershed		San Gabriel River Watershed		Total Area (sq. mi)	Based fee of \$84,000 (50%)	Cost share of \$84,000 (50%)	Total for \$84,000	
	Sq. Miles	% Total	Sq. Miles	Total					
Arcadia	10.8	45.76%	0.2	5.41%	11	\$8,400.00	\$16,923.08	\$25,323.08	\$2,110.26
Bradbury	0.8	3.39%	1.1	29.73%	1.9	\$8,400.00	\$2,923.08	\$11,323.08	\$943.59
Duarte	1.3	5.51%	2.3	62.16%	3.6	\$8,400.00	\$5,538.46	\$13,938.46	\$1,161.54
Monrovia	7.9	33.47%	0.1	2.70%	8	\$8,400.00	\$12,307.69	\$20,707.69	\$1,725.64
Sierra Madre	2.8	11.86%	0	0.00%	2.8	\$8,400.00	\$4,307.69	\$12,707.69	\$1,058.97

ATTACHMENT #2



Indian Wells (760) 568-2611 Irvine (949) 263-2600

(949) 263-2600 Los Angeles (213) 617-8100

Manhattan Beach (310) 643-8448

BEST BEST & KRIEGER B

2000 Pennsylvania Avenue, N.W., Suite 5300, Washington, DC 20006 Phone: (202) 785-0600 | Fax: (202) 785-1234 | www.bbklaw.com

Ontario (909) 989-8584 Riverside (951) 686-1450 Sacramento (916) 325-4000 San Diego (619) 525-1300 Walnut Creek (925) 977-3300

John D. Freshman (202) 370-5301 john.freshman@bbklaw.com

September 12, 2019

City of Bradbury Attn: Mr. Kevin Kearney, City Manager 600 Winston Avenue Bradbury, CA 91008

Advance Conflict Waiver re: Representation of Other Clients in Water Law Issues

Dear Mr. Kearney:

The City of Bradbury (the "City") has requested Best Best & Krieger ("BBK") to represent the City to identify and help secure federal funding for the Rio Hondo-San Gabriel River Watershed Group's regional water projects that include the following: Arcadia Wash Ecosystem Restoration Project, Rio Hondo Ecosystem Restoration Project, Arcadia Wash Water Conservation Diversion Project, Encanto Park Stormwater Capture Project, and the Basin 3E Enhancements at Santa Fe Spreading Grounds project (the "Project Matters").

BBK represents a broad range of clients that include, but are not limited to, cities, counties, water districts/agencies, special districts, private water related entities and various other public entities on water matters. For example, BBK represents Moulton Niguel Water District, Santa Margarita Water District, Municipal Water District of Orange County, and the State Water Contractors, including its member agencies Metropolitan Water District of Southern California, Desert Water Agency, Santa Clarita Valley Water Agency, Coachella Valley Water District, and other various member agencies of the State Water Contractors. BBK is not handling any matter adverse to the City at this time, but such conflicts may arise due to BBK representing other clients on various water related matters, such as groundwater matters related to the same water basin in which the City is located, or groundwater matters that may have an impact on the water basin used by the City.

This letter is to request an advance waiver from the City so that BBK may represent other clients in the future on water issues adverse or potentially adverse to the City. If we are to represent other clients on water issues adverse to the City, we must obtain the City's informed written consent to any potential or actual conflict of interest.



BEST BEST & KRIEGER &

September 12, 2019 Page 2

RULES OF PROFESSIONAL CONDUCT

Rule 1.7 of the California Rules of Professional Conduct provides:

- (a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.
- (b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person, or by the lawyer's own interests.

...

- (d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), ... and:
 - (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
 - (2) the representation is not prohibited by law; and
 - (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

REPRESENTATION OF OTHER CLIENTS IN WATER LAW ISSUES – ADVANCE WAIVER OF CONFLICTS

For many years, water law has been a large part of BBK's practice. BBK advises many of its clients regarding water law issues, such as surface water, ground water, imported water, water transfers, water quality, water rights, and various Delta related matters. Other BBK clients are routinely involved in water law issues which could directly or indirectly affect water supplies, rights and policies of the City.

As far as we know, BBK is not currently representing any other client on water issues adverse to the City. If another current or new BBK client has an interest in water issues affecting the City, then BBK might be asked to provide advice and representation on that matter. Such work might include representation concerning groundwater (including the Sustainable



BEST BEST & KRIEGER 3

ATTORNEYS AT LAW

September 12, 2019 Page 3

Groundwater Management Act (SGMA) issues), groundwater sustainability agencies, transactions, negotiations, representation on CEQA or NEPA issues, representation on ESA issues, project financing, right-of-way, administrative hearings before the State Water Resources Control Board or other state or federal agencies, regulatory permitting, disputes, or litigation ("Future Water Matters"), any of which could be adverse to the City's interests.

If we are representing the City on the Project Matters or any other issues, and another client asks BBK to represent it against the City on Future Water Matters, then we would otherwise first need to obtain consent from the City to represent the other client. Because of our lengthy relationship with many of our water purveyor clients, and because such a large part of our practice involves clients with a variety of water issues, we cannot risk refusal of such consent. Therefore, we ask that you sign this letter giving the City's advance consent now to any future representation of other current or future BBK clients in Future Water Matters adverse to the City so that we do not need to ask you for such consent in the future.

As part of this advance consent, BBK shall promptly inform the City in writing of any future representation of a client(s) against or adverse to the City to provide the City the opportunity to determine if it wishes to replace BBK in those circumstances. BBK would likewise inform the other client and approach them in the following manner as with the City. If the City decides to continue to use BBK as counsel, and BBK agrees to continue representing the City in those circumstances, then we will establish an ethical screen so that the lawyers representing the City do not share any confidential information of the City with other lawyers at BBK and vice versa. Regardless of the circumstances, BBK will not disclose any confidential information received from the City to any other client of BBK. Likewise, by signing this letter, the City agrees that confidential information it discloses to BBK will be limited to what is necessary for BBK to represent the City on Project Matters, and that it will not disclose other confidential City information to BBK on issues involving water rights, interests, policy or strategy concerning water issues.

POTENTIAL ADVERSE CONSEQUENCES

Because BBK is not representing a client adverse to the City regarding water issues currently, it is impossible to predict exactly the facts related to any such future conflict. But we do believe it is possible to describe the reasonably foreseeable potential adverse consequences that would arise, which include the following:

- BBK lawyers might appear in court or administrative proceedings advocating against the City.
- BBK may be tempted to favor the interests of other BBK clients over the City.
- BBK's exercise of independent judgment with respect to the City may be impaired or clouded by our relationship with other clients.

BK

BEST BEST & KRIEGER 3

ATTORNEYS AT LAW

September 12, 2019 Page 4

- There may be an appearance of impropriety in our representation of both clients simultaneously on unrelated matters.
- BBK may inadvertently disclose confidential information to a client that the City would not like revealed.
- BBK may be restricted from forcefully advocating the City's position for fear of alienating another client depending upon the circumstances.

YOUR CONSENT

If you agree to the above, we need you to sign this consent letter. This consent will not waive any protection that you may have with regard to attorney-client communications with us in your matter. Those communications will remain confidential and will not be disclosed to any third party without your consent.

Please consider this matter carefully, and do not hesitate to contact us if you have any questions or concerns. You may wish to confer with independent legal counsel regarding this disclosure and your consent, and you should feel free to do so.

Your execution of this consent form will constitute an acknowledgment of full disclosure in compliance with the requirements of Rule 1.7 of the California Rules of Professional Conduct previously quoted in this letter, and your consent to proceeding with our representation of the City.

A copy of this letter is enclosed for your files. If you have any questions, please do not hesitate to call.

Sincerely,

John D. Freshman

for BEST BEST & KRIEGER LLP



CONSENT

By this letter, Best Best & Krieger LLP has explained the existing and/or reasonably foreseeable potential risks in the above referenced matter, and has informed the City of the possible consequences of this representation and consenting to an advance waiver. I understand that the City has the right to and has been encouraged to consult with independent counsel before signing this consent, and I acknowledge that the City has been given sufficient time to do so. Notwithstanding the foregoing, the City hereby consents and agrees to be represented by Best Best & Krieger LLP.

By:	
City of Bradbury	
Dated:	

ATTACHMENT #3



Indian Wells (760) 568-2611 Irvine

(949) 263-2600 Los Angeles (213) 617-8100

Manhattan Beach (310) 643-8448

BEST BEST & KRIEGER a ATTORNEYS AT LAW

2000 Pennsylvania Avenue, N.W., Suite 5300, Washington, DC 20006 Phone: (202) 785-0600 | Fax: (202) 785-1234 | www.bbklaw.com

Riverside (951) 686-1450 Sacramento (916) 325-4000 San Diego (619) 525-1300 Walnut Creek (925) 977-3300

(909) 989-8584

Ontario

John D. Freshman (202) 370-5301 john.freshman@bbklaw.com

September 12, 2019

City of Bradbury Attn: Mr. Kevin Kearney, City Manager 600 Winston Avenue Bradbury, CA 91008

Re: Informed Consent - Joint Representation

Dear Mr. Kearney:

Best Best & Krieger LLP (the "Firm") has been asked to represent the Rio Hondo-San Gabriel River Watershed Group (the "Group"), which is made up of the Cities of Arcadia, Bradbury, Duarte, Monrovia, and Sierra Madre (the "Cities"). The Firm will work on behalf of the Cities as joint clients to identify and help secure federal funding for the Group's regional water projects that include the following: Arcadia Wash Ecosystem Restoration Project, Rio Hondo Ecosystem Restoration Project, Arcadia Wash Water Conservation Diversion Project, Encanto Park Stormwater Capture Project, and the Basin 3E Enhancements at Santa Fe Spreading Grounds project (the "Project Matters").

Although our current representation of the Cities regarding Project Matters involves Federal advocacy, the law Firm is subject to rules of professional conduct. Accordingly, we must discuss with Bradbury and the other Cities the potential impact of our joint representation and obtain Bradbury's informed written consent, as well as that of each of the other Cities.

RULES OF PROFESSIONAL CONDUCT

Rule 1.7 of the California Rules of Professional Conduct provides in pertinent part:

- (a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.
- (b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person, or by the lawyer's own interests.



. . .

- (d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b)... and:
 - (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
 - (2) the representation is not prohibited by law; and
 - (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

SCOPE OF REPRESENTATION & DISCLOSURES

Our representation of the Cities jointly concerns the Project Matters. At the present time, and based upon what we have been advised by each of the Cities, we believe the Cities' interests are aligned and see no current conflict between or among the Cities.. However, in accordance with the California Rules of Professional Conduct, we must provide the Cities with written disclosure of the relevant circumstances of this joint representation, the reasonably foreseeable adverse consequences which might arise from the Firm's representation of the Cities jointly, and obtain each of the Cities' consent thereto prior to proceeding with this joint representation. Although it is impossible to foretell all potential consequences which could arise from this type of representation, this letter addresses the reasonably foreseeable risks and conflicts that potentially may develop going forward, which we ask each of the Cities to consider. Pursuant to the provisions of Rule 1.7, we inform the Cities as follows:

1. Potential Conflicts - Clients may differ on strategy, costs or on the issue of whether to agree to certain terms; one of the clients may instruct the Firm in a manner that is contrary to the instructions of the other client; it may be argued that there is an appearance of impropriety in our representation of joint clients simultaneously; and/or, one client may take a position or act in a manner that could be prejudicial to the interests of another client. Although we do not expect any of the above eventualities, before we could continue to represent any of the Cities under those circumstances, we would be required to obtain each City's separate, informed, written consent concerning such a situation. We cannot advise any of the Cities of their individual or mutual rights amongst or against each other, in resolving any such disagreements.



2. <u>Disputes Between Clients</u> - Should any of the Cities feel that there is a potential dispute, actual dispute or claim between or among the Cities, it should be brought to our attention immediately. We will be unable to counsel any of the Cities regarding any rights or obligations as between or among the Cities, whether or not such rights or obligations relate to the subject matter of the representation. In the event such a disagreement cannot be resolved between or among the Cities, there is a possibility that such a disagreement would develop into an actual conflict of interest between or among the Cities that would require the Firm to withdraw from further representing the Cities in this matter. Such a situation could require increased expense, time and effort on your part if new representation is needed. Again, any such changes or new information will be disclosed and discussed with the Cities prior to any action being taken that would significantly affect our relationship.

In addition, should new or additional facts come to our attention which suggest any of the Cities may have or should consider asserting rights against any of the other Cities or that any of the Cities should consider action to protect or preserve such rights, we will advise each of the Cities that such facts have come to our attention. We will not, however, advise any of the Cities of the reason why we are alerting the Cities or the basis for such an alert. We believe that to do so may compromise the interests of the Cities in violation of the responsibilities we owe to each of the Cities. We will likely further recommend that each of the Cities consult with independent counsel.

3. No Confidentiality - In cases of joint representation, although the Firm owes joint clients a duty of confidentiality as to third parties, there is generally no duty of confidentiality or attorney-client privilege between or among the joint clients. The Firm has a duty to communicate and keep all clients reasonably informed about significant developments relating to the representation. Thus, communications made between one joint client and the Firm that are relevant to the joint representation are subject to disclosure to the other client, even in the absence of express consent to the disclosure. By consenting to this agreement, Bradbury understands that there can be no confidentiality between the Firm and any of the other Cities as joint clients with respect to significant developments related to this representation.

In addition, each of the Cities must maintain the confidentiality of all communications between the Cities and us. If one of the Cities fails to do so, it may jeopardize confidentiality protections between the Cities and us. The result may be that other parties may be able to learn the content of confidential communications between us and/or, as a practical matter, could prejudice the non-disclosing entity because otherwise confidential information may become known



to third-parties. It is, therefore, critical that each of the Cities understands the need for confidentiality concerning the communications between us and that each of the Cities maintains that confidentiality. In other words, a joint representation does not change the confidential nature of such communications relative to outside third parties, but does change it as to the inside parties to the joint representation. By executing this letter, Bradbury expressly consents to the communication to each of the Cities of any information received by the Firm from any one of the Cities during the Firm's joint representation of the Cities in this matter.

- 4. <u>No Attorney-Client Privilege</u> California Evidence Code § 962 provides that one joint client may not claim a privilege as to a communication made in the course of this attorney-client relationship when such a communication is offered in a legal proceeding between or among the joint clients. This also applies should a dispute arise between one client and the Firm in the future.
- 5. <u>Balance of Interests</u> In joint client representation, lawyers owe fiduciary obligations of loyalty to each of the jointly represented clients and cannot take sides or assert the interests of one client over the interests of the other. The Firm is required to balance the interest between or among the clients and may make decisions that will be in the best interests of the overall group and not necessarily in the best interests of an individual client. Thus, rather than the Firm vigorously asserting a single interest of an individual client on an issue, there will be a balancing of interests among the joint clients.
- 6. Each Client's Responsibility for Fees and Costs - CRPC Rule 1.8.6 requires written consent when a lawyer is paid by another party to represent a client. Arcadia is responsible for paying our invoices on behalf of the Cities regarding the Project Matters. The Firm acknowledges, however, that the Cities are the Firm's co-clients in the Project Matters and the Firm shall take instructions from all the Cities, or from their selective representative, regarding the handling of the Project Matters. The Firm does not perceive that this payment arrangement will interfere with the Firm's independence or professional judgment or with the relationship with all identified entities represented as co-clients in the Project Matters, and the Firm represents that information relating to the joint representation will be protected consistent with Business & Professions Code 6068(e). Although Arcadia is responsible for payment for the Firm's services, we must make it clear that the Cities are all jointly responsible for payment of our fees and costs associated with the Project Matters if for any reason Arcadia is unable or fails to pay our invoices.



BEST BEST & KRIEGER &

ATTORNEYS AT LAW

September 12, 2019 Page 5

- 7. Effect of the Firm Withdrawing If we are forced to withdraw from this representation because of a conflict between or among the Cities or as permitted under CRPC, Rule 1.16, the expense of educating new representatives on events that may have transpired during the course of our representation might be significant. And, unless another conflict waiver is executed with the Firm, it may require that each of the Cities obtains other representation, thereby potentially adding to your expense. Such an event also might delay any needed actions in connection with the engagement, or in otherwise achieving the goals of the engagement.
- 8. <u>Termination</u> Each client has the absolute right to terminate the Firm regardless of what the other joint client(s) may decide. Should one client wish to terminate the relationship without the agreement of the other client(s), we will disclose the circumstances at that time and determine whether the Firm may continue representation of one client or whether the representation must be terminated in its entirety, and consent will be obtained as necessary.
- 9. <u>Client File</u> After the matter is concluded, each of the Cities may make conflicting demands for the original client file, which each is entitled to receive. Each agree that we may release the original to the client who first provides a written request, as long as we release an exact copy to each of the other Cities.

YOUR CONSENT

If Bradbury wishes for the Firm to represent it in the Project Matters, we need you to sign this consent letter. Should you have any concerns that were not mentioned in this letter, please tell us immediately, so we can make sure to address them as necessary.

In the event that circumstances change or we become aware of new information that requires additional disclosures and/or a new consent from the parties, you will be notified of that fact immediately, and continued representation will be subject to the informed written consent of the involved parties as necessary.

Please consider this matter carefully, and do not hesitate to contact us if you have any questions or concerns. You may wish to confer with independent legal counsel regarding this disclosure, and you should feel free to do so.

Your execution of this consent form will constitute Bradbury's acknowledgment of full disclosure in compliance with the requirements of Rule 1.7 of the California Rules of Professional Conduct previously quoted in this letter.



BEST BEST & KRIEGER §

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A copy of this letter is enclosed for your files. We look forward to hearing from you soon.

Sincerely,

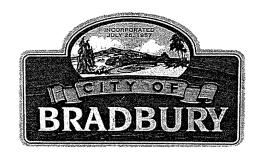
John D. Freshman

for BEST BEST & KRIEGER LLP

CONSENT

By this letter, Best Best & Krieger LLP has explained the joint representation, and the existing and/or reasonably foreseeable potential risks and conflicts of interest in the above referenced matter. Our Firm has also informed Bradbury of the possible consequences of this joint representation and those conflicts. Bradbury understands that Bradbury has the right and has been encouraged to consult with independent counsel before signing this consent, and Bradbury acknowledges that Bradbury has been given sufficient time to do so. Notwithstanding the foregoing, Bradbury hereby consent and agree to Bradbury be represented by Best Best & Krieger LLP in the above described joint representation.

AGREEI	AND ACCEPTED:	
By:		
Dated:		



Richard T. Hale Jr., Mayor (District 1) Monte Lewis, Mayor Po Tem (District 2) Richard Barakat, Council Member (District 3) Bruce Lathrop, Council Member (District 4) Elizabeth Bruny, Council Member (District 5)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: December 17, 2019

SUBJECT: CONTRACTUAL CHANGES TO INCLUDE A FIRE ANALYSIS

STUDY FOR THE CHADWICK RANCH ESTATES DEVELOPMENT

ATTACHMENTS: 1. Professional Services Agreement: Fire Protection Services

Consultant – Chadwick Ranch Estates between Bradbury/Dudek

2. First Amendment to Professional Services Agreement between Bradbury/UltraSystems

3. First Amendment to Agreement between the City of Bradbury and Nevis Capital, LLC for the Payment of Fees and Costs Related to

Contract Environmental, Planning, Engineering and Legal Services for the Development of Chadwick Ranch Estates

SUMMARY

Both the City of Bradbury and the Chadwick Ranch Estates Development have agreed that an in-depth fire analysis study would be beneficial for the project. As such, the City desires to contract with Dudek to perform the study, and the developer has agreed to pay for costs associated with it.

It is recommended that the City Council approve the following Agreement(s) and Amendment(s):

- Professional Services Agreement: Fire Protection Services Consultant Chadwick Ranch Estates between Bradbury/Dudek
- 2. First Amendment to Professional Services Agreement between Bradbury/UltraSystems
- 3. First Amendment to Agreement between the City of Bradbury and Nevis Capital, LLC for the Payment of Fees and Costs Related to Contract Environmental,

Planning, Engineering and Legal Services for the Development of Chadwick Ranch Estates

DISCUSSION

On July 16, 2019, the City of Bradbury entered into an agreement with Nevis Capital, LLC for the development of the Chadwick Ranch Estates project. As part of the project, the City entered into agreements with UltraSystems Environmental, Inc. as the environmental consultant and Michael Baker International as planning consultant to assist with the project.

The City has determined that, due to the fire risk in the area, a fire behavior model consultant is needed to assist with the project, and has negotiated an agreement with Dudek, a company specializing in Engineering and Environmental consultant, to perform functions involving a fire risk assessment.

The City has negotiated a modification to the agreement with UltraSystems Environmental, Inc. wherein they will perform technical peer review of the fire analysis study, which will be prepared by Dudek.

In the agreement with Nevis Capital, LLC, the developer has agreed to reimburse the City for all expenses incurred for environmental and planning services performed by Dudek, UltraSystems Environmental, Inc. and Michael Baker International.

FINANCIAL ANALYSIS

The proposed Agreement(s) and Amendment(s) will have no significant financial impact to the City. The developer is agreeing to pay for all costs and expenses related for the fire analysis study and review. As part of the agreement between the City of Bradbury and Nevis Capital, LLC., the developer shall deposit with the City an additional sum of \$26,275 to cover the anticipated costs of the fire analysis study and review within seven (7) days of the effective date of the contract.

STAFF RECOMMENDATION

It is recommended that the City Council approve the following Agreement(s) and Amendments(s):

- 1. Professional Services Agreement: Fire Protection Services Consultant Chadwick Ranch Estates between Bradbury/Dudek
- 2. First Amendment to Professional Services Agreement between Bradbury/UltraSystems
- 3. First Amendment to Agreement between the City of Bradbury and Nevis Capital, LLC for the Payment of Fees and Costs Related to Contract Environmental, Planning, Engineering and Legal Services for the Development of Chadwick Ranch Estates

ATTACHMENT #1

PROFESSIONAL SERVICES AGREEMENT FIRE PROTECTION SERVICES CONSULTANT – CHADWICK RANCH ESTATES

(City of Bradbury /Dudek)

1. **IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Bradbury, a California municipal corporation ("City"), and Dudek, a California Corporation ("Consultant").

2. RECITALS

- 2.1 Nevis Capital, LLC has submitted applications to subdivide and develop the 111 acre property known as Chadwick Ranch Estates into a 14-residential lot subdivision. Among other things, entitlements will require a Specific Plan and Tract Map.
- 2.2 City has determined that it requires the following professional services from a consultant: site plan review, on-site risk assessment, and fire behavior modeling for the Chadwick Ranch Estates project.
- 2.3 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.4 Consultant submitted a proposal dated November 2, 2019 to the City for services related the above tasks.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. <u>DEFINITIONS</u>

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's proposal, which proposal is attached hereto as Exhibit A (the "Proposal") and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": The fees for Consultant's Services shall be as follows and billed as set forth in the attached Exhibit A.
- 3.3 "Commencement Date": The date upon which the City provides written notification, including e-mail notification, to commence Services.
- 3.4 "Expiration Date": The date upon which City takes final action upon the Chadwick Ranch Estates Project applications, and in the case of an approval, the Notice of Determination is filed.

4. <u>TERM</u>

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2 Consultant shall perform all work in accordance with the professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).
- During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

 shall be Consultant's Project Administrator, who shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's Project Administrator without City's prior written consent.

6. **COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule (Exhibit "A") and Section 5.1 of this Agreement above.
- 6.2 Consultant shall submit invoices for the services performed pursuant to this Agreement no more than once a month, but at least every two months. The invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of the invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within forty-five calendar days of receipt of the invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll

deductions from payments made to Consultant unless otherwise required by law.

6.3 If Consultant determines that additional work is required to perform the Services beyond that set forth in the Proposal, Consultant shall provide City with a written request to exceed the amount set forth in the Proposal with an explanation for the need. Any additional services shall be performed at the rates set forth in the Proposal.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) originally developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. Any substantive modification of the Documents by City, or at City's direction, or any use of the completed Documents for other City projects, or any use of uncompleted Documents, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the Documents for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City. Under no circumstances shall Consultant or its employees look to City as its employer. Consultant and its employees shall not be entitled to any benefits from City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement may be deemed confidential by City, and if so deemed, shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement. The preceding restriction shall not apply to information which is in the public domain, was previously known to Consultant, was acquired by Consultant from others who have no confidential relationship to City with respect to same, or which through no fault of Consultant, comes into the public domain. Consultant shall not be restricted from releasing information, including confidential information, in response to a subpoena, court order, or other legal process. Consultant shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify City in writing of the demand for information before Consultant responds to such demand.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, reasonable attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the negligent performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, 10.2 and when City requests with respect to a claim, provide a deposit for the defense of City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation. This indemnity does not include defense, however Consultant shall be responsible for defense costs to the extent such costs are incurred as a result of Consultant's negligence.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly, any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure to (i) pay taxes on amounts received pursuant to this Agreement; (ii) satisfy obligations to any governmental entity, or (iii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in California Public Employees Retirement System (PERS) as

- an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.
- In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 10.7 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, or if such agreements prove to be inadequate to protect City for any reason, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.8 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.
- 11. <u>INSURANCE</u> Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City:
 - 11.1 General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with

Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies.
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.
- 11.2 Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- 11.3 Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available

- insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 11.4 Consultant shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.
- 11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A-:VII in the latest edition of Best's Insurance Guide.
- 11.6 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.
- 11.8 Consultant shall provide proof to City's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverages.
- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.10 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.
- 11.12 Any deductibles or self-insured retentions must be declared to and approved by

City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City: City of Bradbury 600 Winston Avenue Bradbury, CA 91008 Attn: Kevin Kearney

Email - kkearney@cityofbradbury.org

If to Consultant:

Dudek

005 Third Street

Encinitas, CA 92024

Email --

Telephone: (760) 479-4114 Facsimile: (760) 942-4508 Telephone: (626) 358-3218 Facsimile: (626) 303-5154

With courtesy copy to:

Cary S. Reisman, City Attorney Of Counsel to Jones & Mayer 3777 N. Harbor Blvd. Fullerton, CA 92835 Email – csr@jones-mayer.com Telephone: (714) 446-1400

Facsimile: (714) 446-1448

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant for any reason. Consultant may only terminate this Agreement for any reason on thirty calendar days' written notice to City and only for cause. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid for work performed in accordance with the terms and conditions of this agreement at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1. <u>Delegation</u>. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2. <u>Discrimination</u>. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability medical condition or any other unlawful basis.

- 18.3. Headings. The headings appearing at the commencement of the sections hereof, and in any sub-paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4. Waiver. The waiver by City or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.
- Excused performance. Consultant shall not be liable for any failure to 18.5. perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.
- 18.6. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or information of Consultant that qualify as trade secrets (such as, and including, its private financial statements, financial records and bank

account information), as that term is defined in Government Code Section 6254.7, and of which Consultant informs City, trade secret, and records relating to provision of medical aid and assistance to any individual under such individual's State and Federal rights of privacy and the provisions of the Health Insurance Portability and Accountability Act of 1996. City will endeavor to maintain as confidential all information obtained by it that is designated as trade secret or personal health records. City shall not, in any way, be liable for the disclosure of any trade secret or personal health records including, without limitation, those records so marked, if disclosure is deemed to be required by law or by order of the Court.

- Conflict of Interest. Consultant and its officers, employees, associates and City-approved subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and City-approved subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or City-approved subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.
- 18.8. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all actions to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

- 18.9. <u>Prohibited Employment</u>. Consultant will not employ any regular employee of City while this Agreement is in effect or for one year thereafter.
- 18.10. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.
- 18.11. <u>Costs.</u> Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.
- 18.12. No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- 18.13. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement. For amendments affecting administrative business operations not related to overall service levels, compensation or performance standards, those may be approved administratively by the City Administrator. For amendments affecting compensation, performance standards or service levels, those must be approved by the City Council.
- 18.15. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

- 18.16. <u>Cumulative</u>. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.
- 18.17. <u>Litigation</u>. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.18. Interpretation. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.
- 18.19. <u>Applicable Law.</u> This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.20. Complete Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between the parties with respect to the transactions contemplated herein. No prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

- 18.21. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 18.22. <u>Corporate Authority</u>. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"	"Consultant"
City of Bradbury	Dudek /
By: Richard T Hale, Jr., Mayor	By: Dudek Frank Dudek Chairman / CEO
Date:	Date: Nov. 25, 2019
Attest:	
Claudia Saldana, City Clerk	
Approved as to form:	
Cary S. Reisman, City Attorney	

City of Bradbury

EXHIBIT 'A'

November 2, 2019 P219710

Kevin Kearney City Manager 600 Winston Avenue Bradbury, CA 91008

Subject: Proposal for Fire Protection Services for the Chadwick Ranch Project, Tentative Tract Map No. 82349, City of Bradbury, Los Angeles County, California

Dear Mr. Kearney,

Dudek is pleased to submit this proposal to provide fire protection services for the Chadwick Ranch Project (Proposed Project) located in the City of Bradbury (City), California. The Proposed Project encompasses roughly 111 acres along the northern boundary of the City of Bradbury at the base of the San Gabriel Mountains below Angeles National Forest in the eastern section of Los Angeles County. The Proposed Project includes the development of 14 detached, single-family residential homes, one reservoir, three desilting basins, and associated streets and parkways.

The Proposed Project is located within a Very High Fire Hazard Severity Zone or an area that is considered to be at significant risk in the event of a wildfire. The Los Angeles County Fire Department (LACoFD) provides fire prevention and protection services for the City; the closest emergency services would be assigned to LACoFD Fire Station 44 in Duarte. The City has adopted the Los Angeles County Fire Code (Bradbury Municipal Code, Section 4.03.010), which constitutes an amendment to the 2016 California Fire Code (CFC). Thus, the project is required to comply with CFC, County's Fire Code, and LACOFD's fuel modification plan requirements. Based on recent communication with the project team, Dudek was requested to provide a proposal to prepare a Fire Protection Plan for the Proposed Project, As such, this scope of work and cost is being provided to evaluate the wildfire risk, and to evaluate the current fire response capabilities for the site.

Task 1 Preliminary Fire Protection Planning

This task provides scope of work for site plan review, on-site risk assessment, and fire behavior modeling.

Task 1a Data Acquisition and Review

Dudek will acquire site and site-adjacent data including digital vegetation, topography, fire history, wind, temperature, and precipitation data from client and from available public Geographical Information System (GIS) sources. We will utilize this data, along with the site plans for our analysis and exhibit preparation.



Subject: Proposal - Fire Protection Services for the Chadwick Ranch Project, City of Bradbury,

Los Angeles County, CA

Labor Cost for Task 1a.....\$245

Task 1b Site Risk Assessment and Field Data Collection

Dudek will conduct site specific risk assessment and field data collection that will be used for completing the overall project risk assessment and fire behavior modeling analysis. Among the field tasks that will be completed are:

- Vegetation measurements and mapping refinements
- Fuel load analysis (current and historic)
- Topographic features documentation
- Photograph documentation
- Off-site land uses and fuel status
- Confirmation/verification of hazard assumptions
- Access/egress documentation
- Preliminary meeting with LACoFD, as necessary

Labor Cost for Task 1b......\$1,600

Task 1c Fire Behavior Modeling

Focused fire behavior modeling for the Proposed Project is a cost effective means for evaluating hazard potential and determining priority fuel modification areas. Dudek will utilize Remote Automatic Weather Station (wind speeds and fuel moistures) data for the project area to develop BehavePlus fire behavior runs. BehavePlus fire modeling software is widely used and has become the industry standard for predicting fire behavior on a given landscape. Fire behavior modeling can help substantiate the risk presented by specific conditions of the project area. Several areas of the project site where proposed development abuts native vegetation would generally be selected for focused fire modeling efforts. The products of this modeling effort are color GIS exhibits indicating current condition and post-project condition for both extreme fire weather (offshore winds) and typical weather (onshore winds) scenarios.

Labor Cost for Task 1c \$2,500

Task 2 Fire Protection Plan

Task 2 provides scope of work for evaluation of fire response capabilities, discussion of fire code non-conformities, detailed description of fuel modification area requirements, and development of necessary requirements and recommendations that will mitigate non-conformities.

Dudek will prepare a Fire Protection Plan (FPP) consistent with LACoFD requirements/guidelines (2017 Los Angeles County Fire Code). The FPP will be written to facilitate the Environmental Impact Review (EIR) preparer's use of analysis, results, recommendations and significance conclusions. The FPP will provide a comprehensive fire protection dialogue and format created through our extensive experience on large, controversial projects throughout California. We will document the site's fire environment and mitigation, using scientific analysis,

DUDEK

Subject: Proposal - Fire Protection Services for the Chadwick Ranch Project, City of Bradbury,

Los Angeles County, CA

experienced fire planning judgement, and measures successfully used on other projects. We will utilize an FPP standard that includes the basic components necessary to evaluate risk and provide measures to mitigate that risk. FPPs effectively memorialize risk based requirements of projects with input and final approval by the Fire Authority Having Jurisdiction (FAHJ); i.e., LACoFD. Goals of the project's FPP are to minimize and mitigate fire issues created by the project and to reduce the impact the project may have on the local fire protection delivery system. For the Proposed Project, it is anticipated that the FPP will be used to document the project's conformance with codes, particularly regarding fuel modification zone provisions, dead end road length, secondary access, and water availability, amongst others. The FPP will detail provisions for alternative materials and methods for providing the same practical effect for any project features that cannot comply strictly with the code.

The FPP will include sections addressing the following components:

- Executive Summary
- Introduction
- Site and project description
- Site specific risk assessment
- Vegetation descriptions
- Fire behavior models
- Access roads (widths, lengths, parking, per project site plans)
- Water supply (per local water supplier estimates)
- Fire protection systems (sprinklers as required by code)
- Emergency access/egress (secondary egress availability)
- Fire department response and aid agreements (description of existing)
- Vegetation management and defensible space (summarize FMP)
- Structural protection/building ignition resistance (compliance with Chapter 7A)
- Alternative Materials & Methods providing "same practical effect" for non-Conformance
- FMZ Maintenance recommendations/requirements
- Analysis of project effects and determination of significance
- Mitigation measures consistent with the unique problems resulting from the location, topography, geology, flammable vegetation, and climate of the proposed site (consistent with the LA County Fire Code).

Dudek anticipates one review, comment, and revision cycle with the client and one review, comment and revision cycle with the LACoFD. The draft FPP will be submitted electronically for client review. Three (3) hard copies of the draft FPP will be submitted for LACoFD review and up to five (5) hard copies of the final FPP will be submitted.

Note: Dudek will consult with the project's landscape architect for FPP consistency with the project's fuel modification plan/landscape plan, but will not prepare fuel modification plans/exhibits under this scope of work. Should you request preparation of fuel modification plans, Dudek will submit a scope of work and anticipated budget for authorization prior to proceeding.

Labor Cost for Task 2.....\$11,200



Los Angeles County, CA

Task 3 Meetings, Project Administration, and Communications

Dudek anticipates attendance at two meeting (8 hours, including travel) through the project with the project team and/or LACoFD. This meeting may include presenting our initial findings, discussing potential issues, and proposing mitigating measures (internally and then to LACoFD). No community or public meetings are included under this scope of work. Additional meetings will be considered out of scope and completed on a Time and Materials basis according to our 2020 rate schedule (attached) at an anticipate staff rate of \$180 or \$245 per hour, depending on the nature of the meeting and staff required. Other communications and administrative, QA/QC, report production and project management are included in this task as is general consultations with project engineers, biologists, landscape architect and planners regarding fire protection.

Labor Cost for Task 3......\$4,710

ESTIMATED FEES

Task Item	Cost
Task 1: Preliminary Fire Protection Planning	
Task 1a: Data Acquisition and Review	\$245
Task 1b: Site Assessment and Field Data Collection	\$1,600
Task 1c: Fire Behavior Modeling	\$2,500
Task 2: Fire Protection Plan	\$11,200
Task 3: Project Administration, Public Services, and Communication	\$4,710
Estimated Direct Costs	\$300
Tota	al \$20,555

In order to complete tasks 1 through 3, Dudek estimates the tasks outlined herein can be completed for a Time and Materials price of up to \$20,555, including direct costs, which are anticipated to be up to \$300.

The project will be billed on a Time and Materials basis according to our 2019 rate schedule (Attachment A). The time and materials fee provided in this proposal represents an estimate of the anticipated level of effort required to complete the tasks described in the proposal. Should the actual effort to complete the proposed tasks be greater than anticipated and include out of scope requests, additional fee authorizations will be requested. No work in excess of the proposed fee or outside of the proposed scope of work will be performed without written authorization from the client.

NOTE:

- All prices are valid 60 days from date of this submittal.
- Meetings are subject to a two-hour minimum charge, including travel time.
- Invoices will be submitted monthly and are due and payable within 30 days.



Mr. Kevin Kearney

Subject: Proposal - Fire Protection Services for the Chadwick Ranch Project, City of Bradbury,

Los Angeles County, CA

Out of Scope Tasks

The following specific tasks are not included in this scope of work or cost estimate but may be necessary to satisfy agency requirements:

- Revisions, other than one internal project team and one City/County submittal, review, revision cycle, to FPP, including Exhibits
- Out of scope information requests by project team members
- Preparation of Fire Management Plan for Open Space areas
- Out of scope meetings and public meetings
- Out of scope fieldwork
- Landscape or Fuel Modification Plans
- Other tasks not specifically included in the scope of work provided herein

SCHEDULE

Dudek will initiate Tasks once authorization to proceed has been provided and a contract has been executed (see Attachment B for Dudek's standard contract, or please provide your standard contract for our review) The draft FPP will be submitted within 6 to 8 weeks of authorization and agreement execution. Dudek will work diligently toward completion within this timeframe. Should uncontrollable factors cause a delay in this schedule, Dudek will notify you as soon as possible of the delay and of a new submittal timeline.

If you have any questions or require additional information, please do not hesitate to contact me at (619) 992-9161. If you would like to authorize this work, you may provide written authorization pertaining to this proposal and a formal contract will be set up. I appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,

Michael Huff

Principal Fire Protection Planning

Att.: Attachment A: Dudek 2019 Standard Schedule of Charges

Attachment B: Dudek Standard Contract



Attachment A

Dudek 2019 Standard Schedule of Charges

Engineering Services	
Project Director	\$285.00/hr
Principal Engineer III	\$265.00/hr
Principal Engineer II	
Principal Engineer I	
Program Manager	\$225.00/III
Project Manager	
Senior Engineer III	\$215.00/hr
Senior Engineer II	
Senior Engineer I	\$195.00/nr \$185.00/hr
Project Engineer III/Technician III	
Project Engineer II/Technician II	\$160.00/hr
Project Engineer I/Technician I	\$145.00/hr
Project Coordinator	\$115.00/hr
Engineering Assistant	.φ / 10.00/111
ENVIRONMENTAL SERVICES	
Project Director	
Senior Specialist IV	
Senior Specialist III	
Senior Specialist I	\$190.00/hr
Specialist V	\$180.00/hr
Specialist IV	
Specialist III	
Specialist II	\$145.00/hr
Analyst V	\$120.00/hr
Analyst IV	\$110.00/hr
Analyst III	.\$100.00/hr
Analyst II	
Analyst I Technician IV	
Technician III	
Technician II	\$70.00/hr
Technician I	\$60.00/hr
Compliance Monitor	\$95.00/hr
D M	
DATA MANAGEMENT SERVICES GIS Programmer I	.\$185.00/hr
GIS Programmer I	.\$160.00/hr
GIS Programmer I GIS Specialist IV GIS Specialist III	.\$160.00/hr .\$150.00/hr
GIS Programmer I GIS Specialist IV GIS Specialist III GIS Specialist II	.\$160.00/hr .\$150.00/hr .\$140.00/hr
GIS Programmer I GIS Specialist IV GIS Specialist III	.\$160.00/hr .\$150.00/hr .\$140.00/hr .\$130.00/hr
GIS Programmer I GIS Specialist IV GIS Specialist III GIS Specialist II GIS Specialist I Data Analyst III Data Analyst III	.\$160.00/hr .\$150.00/hr .\$140.00/hr .\$130.00/hr .\$100.00/hr \$90.00/hr
GIS Programmer I GIS Specialist IV GIS Specialist III GIS Specialist II GIS Specialist I Data Analyst III Data Analyst II Data Analyst I	.\$160.00/hr .\$150.00/hr .\$140.00/hr .\$130.00/hr .\$100.00/hr \$90.00/hr
GIS Programmer I GIS Specialist IV GIS Specialist III GIS Specialist II GIS Specialist I Data Analyst III Data Analyst III	.\$160.00/hr .\$150.00/hr .\$140.00/hr .\$130.00/hr .\$100.00/hr \$90.00/hr
GIS Programmer I GIS Specialist IV GIS Specialist III GIS Specialist II GIS Specialist I Data Analyst III Data Analyst III Data Analyst I UAS Pilot CONSTRUCTION MANAGEMENT SERVICES	.\$160.00/hr .\$150.00/hr .\$140.00/hr .\$130.00/hr .\$100.00/hr \$90.00/hr \$80.00/hr
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DISTRICT MANAGEMENT & OPERATIONS	
District General Manager	\$195.00/hr
District Engineer	\$185.00/hr
Operations Manager	
District Secretary/Accountant	\$120.00/hr
Collections System Manager	\$135.00/hr
Grade V Operator	
Grade IV Operator	
Grade III Operator	\$100.00/hr
Grade II Operator	\$75.00/hr
Grade I Operator	\$70.00/hr
Operator in Training	\$65.00/hr
Collection Maintenance Worker II	\$75.00/hr
Collection Maintenance Worker I	\$65.00/hr
OFFICE SERVICES	
Technical/Drafting/CADD Services	
3D Graphic Artist	
Senior Designer	\$165.00/hr
Designer	\$155.00/hr
Assistant Designer	\$150.00/hr
CADD Operator III	\$145.00/hr
CADD Operator II	\$140.00/hr
CADD Operator I	
CADD Drafter	\$115.00/hr
CADD Technician	\$110.00/hr

Technical Editor III Technical Editor II.....\$130.00/hr Technical Editor I.....\$115.00/hr Publications Specialist III \$105.00/hr
Publications Specialist II \$95.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holldays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt, Invoices are delinquent if not paid within 30 days from the date of the invoice. Client

upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

Attachment B

Dudek Standard Contract

Provided Separately

ATTACHMENT #2

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

(City of Bradbury/UltraSystems)

1. IDENTIFICATION

This Amendment ("Amendment"), effective November 20, 2019, amends the Professional Services Agreement ("Agreement") entered into on or about July 16, 2019, by and between the City of Bradbury, California, a General Law city and municipal corporation ("City"), and UltraSystems Environmental, Inc. (ULTRA), a California corporation ("Consultant").

2. RECITALS

- 2.1 Nevis Capital, LLC has submitted applications to subdivide and develop the 111 acre property known as Chadwick Ranch Estates into a 14-residential lot subdivision. Among other things, entitlements will require a Specific Plan and Tract Map.
- 2.2 City had determined that it required the professional services of an environmental consultant for the analysis of the Chadwick Ranch Estates project and entered into the Agreement with ULTRA to perform such services.
- 2.3 City has now determined that it also needs the services of a fire behavior modeling consultant to prepare a fire risk assessment and related services (Dudek); and that it requires the services of a consultant to perform technical peer review of the Wildfire Safety Report to be prepared by Dudek, and to prepare a dedicated EIR section on wildfires
- 2.4 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in the Agreement and this Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. **DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's Change Order # 1 proposal to City dated November 11, 2019, which proposal is attached hereto as Exhibit A (the "Proposal") and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": The fee for such Services specified in Change Order # 1 shall be as \$5,720.00.

4. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Bradbury 600 Winston Avenue Bradbury, CA 91008 Attn: Kevin Kearney

Email - kkearney@cityofbradbury.org

Telephone: (626) 358-3218 Facsimile: (626) 303-5154

With a courtesy copy to:

Cary S. Reisman, City Attorney City of Bradbury Of Counsel to Jones & Mayer 3777 N. Harbor Blvd. Fullerton, CA 92835 Email – csr@jones-mayer.com Telephone: (714) 446-1400

Facsimile: (714) 446-1448

If to Consultant:

Betsy Lindsay UltraSystems 16431 Scientific Way Irvine, California 92618

Email - blindsay@ultrasytems.com

Telephone: (949) 788-4900 Facsimile: (949) 788-4901

5. EFFECT

Except as expressly modified by the terms hereof, the Agreement remains in full force and effect.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"	"Consultant"			
City of Bradbury	UltraSystems Environmental, Inc.			
By: Richard T. Hale, Mayor	By: Betsy A Lindsay, President/CEO & Secretary			
Attest:				
Claudia Saldana, City Clerk				
Approved as to form:				
Cary S. Reisman, City Attorney				

Exhibit 'A'



November 11, 2019 Project 5892

Kevin R. Kearney, City Manager City of Bradbury 600 Winston Avenue Bradbury, CA 91008 E: kkearney@cityofbradbury.org **VIA EMAIL**

Telephone: 949.788.4900

Website: www.ultrasystems.com

Facsimile: 949.788.4901

Subject:

Change Order #1: Chadwick Ranch Estate Project

Wildfire Safety Report Review and Draft EIR Topical Section Dedicated to Wildfire

REVISED

Dear Kevin:

UltraSystems Environmental, Inc. (UltraSystems) is pleased to submit this change order to assist the City of Bradbury (City) with technical peer review of a Wildfire Safety Report, prepared by Dudek, and the preparation of a dedicated EIR section on wildfires.

The scope of work and not-to-exceed costs for these services are provided below.

SCOPE OF WORK

DOUL OF WORK				
Tasks	Description	Cost		
Preparation of a dedicated topical section specifically focused on wildfires and safety.	UltraSystems will utilize the information prepared by Dudek for the Wildfire and Safety EIR section. All Figures and GIS information prepared during the development of this report will be provided to the City for use in the Draft EIR for the Chadwick Ranch Estates project.	\$5,720		
	TOTAL (not-to-exceed)	\$5,720		

These services will be billed on a fixed fee basis. The total cost will not be exceeded without your expressed authorization.

Please call Betsy Lindsay, UltraSystems Project Director, should you have any questions at 949/788-4900 x227 or via email at blindsay@ultrasystems.com.

Kevin R. Kearney, City Manager City of Bradbury November 11, 2019 Page 2



I agree to the scope of work, schedule and costs.

UltraSystems Environmental, Inc.	
Company	City of Bradbury
Betsy Lindsay	
Print name	Kevin R. Kearney
President/CEO	City Manager
Title	Title
Botay A Lindsag	
Signature	Signature



TASK BY TASK COST BREAKDOWN FOR THE PREPARATION OF AN EIR - CHADWICK RANCH ESTATES EIR - Change Order #1

	Labor Categories >>>>	Project Director	Deputy Project Manager	Scientist/ Engineer	Senior Planner	Senior Biologist II	Senior GIS Analyst	Word Processor	Total Labor	Total Hours		TOTAL (rounded)
	Hourly Rate>>>	\$185.00	\$165.00	\$150.00	\$125.00	\$130.00	\$110.00	\$75.00		nours	(rounded)	
					Hours			•				
1.0	Review of Technial Study and Provide New Topical Section in the DEIR - Wildfire Section											
1.2	Incorporate finalized information into new Topical Secition	0	12	0	24	0	4	4	\$5,720.00	44	\$5,720	
	Subtotal	0	12	0	24	0	4	4				
	TOTAL HOURS	0	12	0	24	0	4	4				
	TOTAL COSTS	\$0	\$1,980	\$0	\$3,000	\$0	\$440	\$300	\$5,720.00	44	\$5,720	

ATTACHMENT #3

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF BRADBURY AND NEVIS CAPITAL, LLC FOR THE PAYMENT OF FEES AND COSTS RELATED TO CONTRACT ENVIRONMENTAL, PLANNING, ENGINEERING AND LEGAL SERVICES FOR THE DEVELOPMENT OF CHADWICK RANCH ESTATES

This Amendment ("Amendment"), effective November 25, 2019, amends the Agreement ("Agreement") entered into as of July 16, 2019, by and between the City of Bradbury, California, a General Law city and municipal corporation ("City"), and Nevis Capital, LLC ("Developer"), who agree as follows:

- 1. <u>Recitals</u>. The Agreement is made with reference to the following facts and circumstances:
- A. City had entered into agreements with UltraSystems Environmental, Inc. (ULTRA) as the environmental consultant and Michael Baker International (MBI) as planning consultant to assist with the Project.
- B. City has determined that, due to the fire risk in the area, a fire behavior modeling consultant is needed to assist with the project, and has negotiated an agreement with Dudek, a company specializing in Engineering and Environmental consulting, to perform functions involving fire risk assessment.
- C. City has negotiated a modification to the agreement with ULTRA wherein ULTRA will perform technical peer review of the Wildfire Safety Report to be prepared by Dudek, and to prepare a dedicated EIR section on wildfires.
- D. In the Agreement, Developer agreed to reimburse City for all expenses incurred for environmental and planning services performed by ULTRA and MBI in connection with the project.
- E. The services to be performed by ULTRA and Dudek are collectively referred to herein as "Additional Services." City believes it is in the public interest for Developer to pay for such Additional Services and Developer is in agreement with paying for the Additional Services.
- 2. Agreement to Pay for Additional Service.

Developer agrees to pay for all costs and expenses related to the Additional Services.

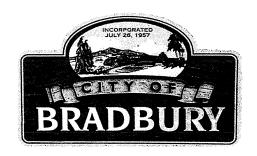
3. Deposits.

Developer shall deposit with the City an additional sum of \$26,275.00 to cover the anticipated costs of the Additional Services, within seven (7) days of the effective date of this Amendment.

Except as expressly modified by the terms hereof, the Agreement remains in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first hereinabove written.

-	
CITY	OF BRADBURY
Ву:	
,	Richard T. Hale, Jr. Mayor
ATTE	ST:
By:	
,	Claudia Saldana City Clerk
APPF	ROVED AS TO FORM:
Bv:	
J -	Cary S. Reisman City Attorney
NEVI	S CAPITAL, LLC:
By:	a gam



Richard Hale, Mayor (District 1)
Monte Lewis, Mayor Pro-Tem (District 2)
Richard Barakat, Councilmember (District 3)
Bruce Lathrop, Councilmember (District 4)
Elizabeth Bruny, Councilmember (District 5)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Scarlett Santos Leon, Management Analyst

DATE: December 17, 2019

SUBJECT: Approval of DUDEK's Consultant Services Proposal for the

Development of a Wildfire Protection Plan

ATTACHMENTS: 1. DUDEK Proposal for the Development of a Community Wildfire

Protection Plan

2. Letter of Commitment from the City of Bradbury

SUMMARY

After a bidding process for the development of a grant-funded Community Wildfire Protection Plan, it is recommended the City Council authorize the City Manager and City Attorney enter into a contract for consultant services with DUDEK for the development of a Community Wildfire Protection Plan in the amount of \$49,060.

BACKGROUND

During the July 2018 meeting, the City Council directed Staff to move forward with the Hazard Mitigation Grant Program (HMGP) application to request grant funds to supplement the cost toward a Community Wildfire Protection Plan. In August 2019, the California Governor's Office of Emergency Services (CalOES) confirmed that the City's subapplication was approved in the amount of \$44,999.76.

In October 2019, the City circulated a Request for Proposal (RFP) for the Development of a Community Wildfire Protection Plan (Attachment 1). The submission deadline was November 15, 2019 at 2:00 p.m. In response to the RFP circulated, the City received three (3) submissions. Below is an outline of the submitted responses.

Company	Fee Estimate
DUDEK	\$49,060
Emergency Planning Consultants (EPC)	\$53,000
Bureau Veritas	\$55,480

Based on the vendor's proposal (Attachment 2) and the reference checks, Staff is recommending DUDEK as the best partner to develop the City's Community Wildfire Protection Plan.

<u>ANALYSIS</u>

DUDEK is a vendor with over 30 years of experience in assisting planners and decision-makers with comprehensive risk analyses and implementable hazard reduction and planning projects that have positive effects on local communities. DUDEK has assisted many communities develop CWPPs including the Counties of San Luis Obispo, San Benito, and Monterey.

DUDEK utilizes a five-phase process to develop a Community Wildfire Protection Plan: (1) Kickoff meeting; (2) Conduct Hazard and Risk Analyses; (3) Conduct Stakeholder Workshops; (4) Prepare Maps; (5) Prepare Community Wildfire Protection Plan. This process takes approximately 28 to 37 weeks. The overall cost of the plan is estimated at \$49,060.

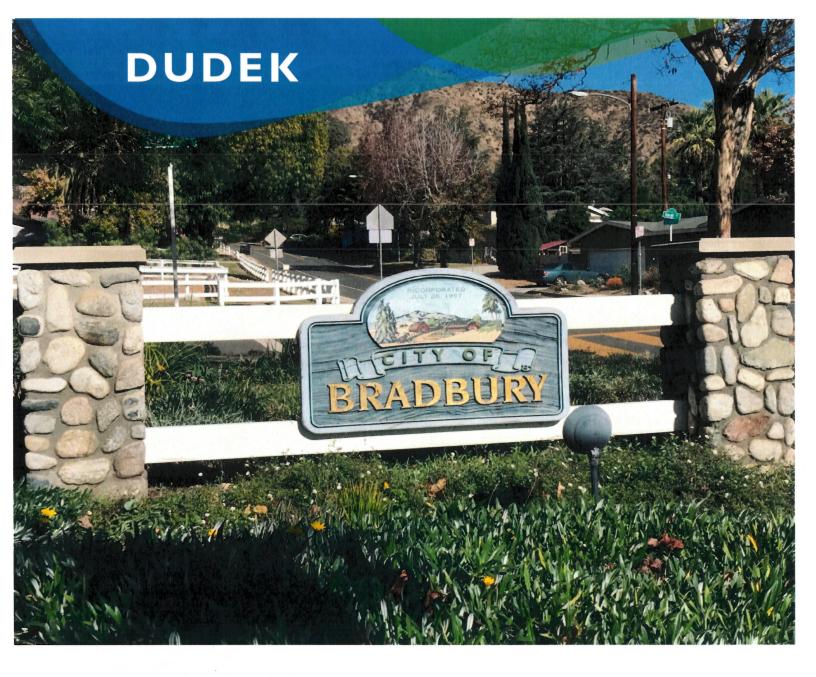
FINANCIAL ANALYSIS

The State of California's Hazard Mitigation Grant Program has awarded Bradbury \$44,999.76 in restricted grant funds to use toward the development of a Community Wildfire Protection Plan. Additionally, the City Council committed to a \$5,000 monetary contribution toward the completion of this plan (Attachment 2). The City also has \$10,862.32 available through the restricted Fire Safe Grant Fund account, which can be utilized for projects related to fire safety and mitigation. In total, an amount of \$60,862.08 is available to fund the proposed plan which is sufficient to cover the estimated cost of \$49,060.

STAFF RECOMMENDATION

After a bidding process for the development of a grant-funded Community Wildfire Protection Plan, it is recommended the City Council authorize the City Manager and City Attorney enter into a contract for consultant services with DUDEK for the development of a Community Wildfire Protection Plan in the amount of \$49,060.

ATTACHMENT #1



Proposal for Development of a Community Wildfire Protection Plan

PREPARED FOR

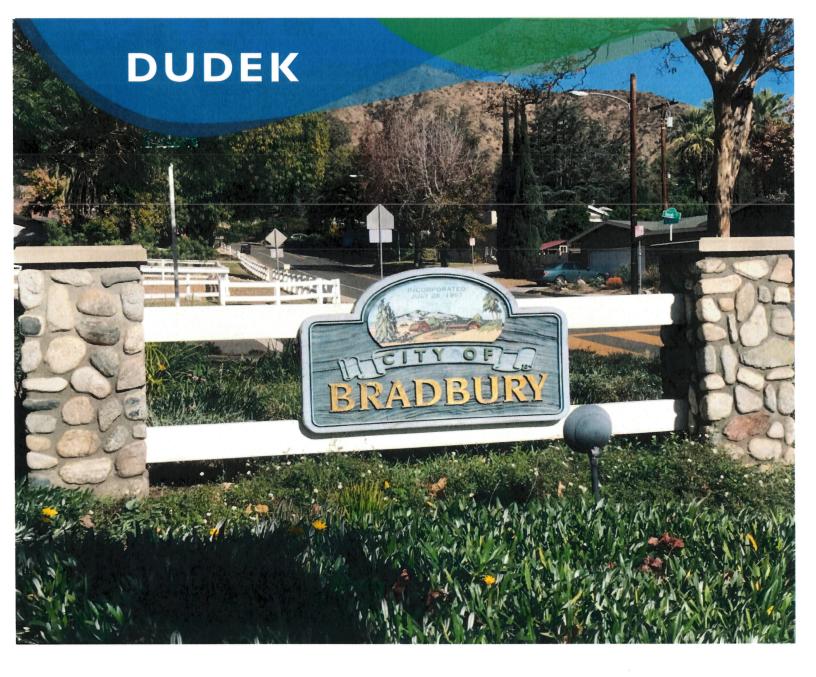
City of Bradbury

November 15, 2019

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Proposal for Development of a Community Wildfire Protection Plan

PREPARED FOR

City of Bradbury

November 15, 2019

A. Cover Letter

November 15, 2019

Via Email: ssantosleon@cityofbradbury.org

Ms. Scarlett Santos Leon Management Analyst City of Bradbury 600 Winston Avenue Bradbury, California 91008

Subject: Proposal for Development of a Community Wildfire Protection Plan (CWPP)

Dear Ms. Santos Leon,

Dudek understands the risk of wildfire and the importance of planning efforts intended to mitigate that risk. Our team combines in-house fire protection planning and geographic information systems (GIS) expertise. Our work on complex fire protection planning projects typically integrates fire hazard analysis and GIS technology so that we can understand, analyze, and model wildfire risk in relationship to the natural and built environment. Our staff consists of professionals with fire protection, forestry, biological, cultural, GIS, and California Environmental Quality Act expertise, which we can draw from during plan development.

As a team, we assist planners and decision makers with comprehensive risk analysis and implementable hazard reduction and planning projects that have a positive effect on our local communities. We will provide credible, thorough community wildfire protection planning services for the City of Bradbury and its stakeholders.

Dudek will be available and responsive to the City of Bradbury by staying on task and on schedule and by following up on requests within a 24-hour response period.

We appreciate the opportunity to provide our qualifications and look forward working with you on this project. If you have any questions regarding our proposal, please feel free to contact me at mhuff@dudek.com or 619.204.9809.

Sincerely,

Dudek Project Manager
Noah Stamm
38 North Marengo Avenue
Pasadena, California 91101
T | 626.204.9809
F | 626.204.9834
E | nstamm@dudek.com
www.dudek.com



Dudek office in the Crown Building on North Marengo Avenue

Michael Huff Project Director

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B. Applicant Qualifications

1 & 2. Team Member Qualifications

The Dudek team has been strategically assembled to meet the following three dimensions of project needs: (1) the need for strong project management to keep organized and maintain project momentum, (2) the need for fire protection planning professionals with extensive experience preparing fire protection planning documents and Community Wildfire Protection Plans (CWPPs), and (3) the need for expert technical knowledge to provide geographic information system (GIS) mapping and database management.

Key team member resumes are provided below, highlighting the qualifications most advantageous to prepare the CWPP. **Figure 1** presents our project structure.

All work will be done in-house by Dudek personnel.



Figure 1. Project Organization Chart



Project Team Resumes

Noah Stamm, Project Manager

Noah Stamm is an urban forestry analyst with 10 years' experience in fire prevention, wildland fire and fuels management, wildland-urban interface (WUI) fire protection, urban forestry consulting, make-ready engineering, and GIS. Mr. Stamm has participated in numerous projects throughout California dealing primarily with fuel hazard reduction in the WUI communities. He also has experience with consulting utility forestry, impact analysis studies, tree hazard evaluations, and on-site tree monitoring and protection. These projects include assessment and inspections of hazardous fuel reduction modifications to communities within the WUI, inventory of oak woodlands, monitoring of native oaks and other trees on development sites, GPS mapping, data analysis, and preparation of assessment preservation plans. His relevant experience includes the following:

Education

California Polytechnic State University, San Luis Obispo BS, Forestry and Natural Resources (Wildland Fire and Fuels Management concentration)

Certifications

Oxnard College Regional Firefighter Academy, Firefighter 1

Professional Affiliations

International Society of Arboriculture

WUI Site Inspections, City of Newport Beach Fire Department, California. Served as urban forester and performed site visits and inspections of vegetation within 100 feet of homes located within the WUI. If vegetation was found to be highly flammable or on the list of non-compliance, recommendations were made to remove such vegetation.

Hollywood Terrace Monitoring Project, Universal City Studios LLC, Los Angeles, California. Served as urban forester for Universal Studios monitoring project. Protected California live oaks (*Quercus agrifolia*) near various project sites on the studio's back lot. Tasks included inspecting overall health of trees, including looking for new growth from previous rains and inspecting the root or trunk damage.

Starway Expansion Project, Universal City Studios LLC, Los Angeles, California. Served as urban forester and inspected the protected California live oaks near the construction job site. Tasks included inspecting overall health of trees, making sure fencing surrounded the tree protection zone, and providing clients with tree protection measures and recommendations.

Area 71 Oak Tree Support Project, Universal City Studios LLC, Los Angeles, California. Served as urban forester and monitored the protected California live oaks near the Area 71 job site, which is located on the back lot of Universal Studios. Inspected overall health of trees, including looking for new growth from previous rains and inspecting the root or trunk damage.

Rancho Santa Fe Covenant Forest Analysis, Rancho Santa Fe Association, San Diego County, California. Wrote Notices of Violation for non-compliant properties in accordance with California Public Resources Code, Section 4291, and Rancho Santa Fe Fire Protection District International Code Council-Wildland Urban Interface Code, 2008 Edition. Provided daily and weekly home/community inspections and re-inspections of hazardous fuel reduction modifications for those who did not comply with department codes and regulations. Created a Homeowners Firescape Landscape Guide. Reviewed, commented on, and inspected landscape plans and fuel modifications.

Scott Eckardt, RPF, Deputy Project Manager

Scott Eckardt is a project manager, licensed forester, and certified wildland fire manager with over 19 years' professional experience in the natural resource management field, specializing in forest resource and fire management issues in open-space and WUI areas throughout California. Project experience includes assessment and inventory of woodlands and forests; monitoring of woodland and forest resources on development sites; assessment of fire and fuel hazard conditions; WUI inspections for local fire departments; preparation of fire protection plans (FPPs) and CWPPs; GPS mapping; environmental monitoring; and preparation of assessment reports, woodland/forest management and preservation plans, and California Environmental Quality Act (CEQA) technical documents. In addition, he routinely uses GIS data and aerial imagery in mapping, analysis of resource data, preparation of project plans, analysis of project impacts, evaluations of mitigation opportunities, and fire behavior and wildfire hazard conditions modeling. Mr. Eckardt previously worked for the California Department of Forestry and Fire Protection (CAL FIRE) in South Lake Tahoe, where he managed fuel reduction, forest thinning, and forest rehabilitation projects. Relevant project experience includes the following:

Education

California State University, Long Beach MA, Geography California Polytechnic State University, SLO BS, Forestry and Natural Resources Management

Licenses and Certifications

Registered Professional Forester (RPF), License No. 2835 ISA Certified Arborist, Cert. No. WE-5914A

Association for Fire Ecology Certified Wildland Fire Manager

Professional Affiliations

Association of Environmental Professionals (AEP) ISA

CWPPs, San Luis Obispo, Monterey, and San Benito Counties,

California. Mr. Eckardt has worked with numerous fire agencies and fire safe councils (FSCs) to develop CWPPs consistent with the 2003 Healthy Forest Restoration Act. For San Luis Obispo (SLO) County, he managed and prepared the countywide Unit Fire Plan and CWPP, the first effort in the state to integrate CAL FIRE unit planning and CWPP efforts with the intent of creating a community-focused fire-planning document. The plan evaluated fire hazards and prioritized fuel-reduction efforts to minimize wildland fire risk. He also acted as the project manager and prepared the countywide CWPPs for San Benito and Monterey Counties. These CWPPs identified communities at risk from wildfire and integrated community priorities in fuel treatment program identification. Each project involved GIS mapping and data analysis and coordination among community stakeholders, including representatives from the Bureau of Land Management (BLM), U.S. Forest Service, CAL FIRE, the National Park Service, and local SLO County government.

Wildland Fire Evacuation Procedures Analysis, City of Santa Barbara, California. Mr. Eckardt served as the GIS and fire behavior modeling technical lead for the Wildland Fire Evacuation Procedures Analysis Project for the City of Santa Barbara Fire Department. The project involved identification of constraints associated with evacuation during a wildfire event and incorporated fire behavior and network modeling. The project involved the creation of a fuels data set for the analysis area, use of terrain and weather data, development of a GIS-based fire behavior modeling database, and modeling of fire behavior scenarios using FlamMap and FARSITE software packages. The modeling results were used to identify potential management actions to be undertaken by the City of Santa Barbara, and all base files were provided to the City of Santa Barbara for future modeling efforts.



Michael Huff, Project Director/ Principal Fire Protection Planner

Michael Huff is an experienced fire protection planner and natural resources consultant with 26 years' experience in this field. He manages Dudek's Fire Protection Planning and Urban Forestry group, which includes arborists, foresters, GIS specialists, fire protection specialists, fire inspectors, plan reviewers, water conservation specialists, and landscape architects.

Mr. Huff is a California-approved fire protection planner; certified wildland fire ecologist, Association of Fire Ecology; certified arborist, International Society of Arboriculture; and certified forester, Society of American Foresters. He is a member of the National Fire Protection Association and the California Fire Chief's Association, Fire Prevention Officers. He is an annual trainer at the Annual Fire Prevention Officer's Institute and an active member of the California Fire Chief's Association, Fire Prevention Officer's WUI Committee that meets monthly to discuss statewide WUI issues. Relevant project experience includes the following:

Wildland Fire Management Plan, Nature Reserve of Orange County, Orange County, California. Mr. Huff managed the preparation of a Wildland Fire Management Plan for the 36,000-acre Nature Reserve of Orange County (NROC). The project included extensive information review; field, GIS, and fire hazard analysis; stakeholder outreach and consensus building; and preparation of a three-volume report. The NROC involved 38 stakeholder entities consisting of fire agencies, wildlife

Education

Northern Arizona University BS, Forest Management/Fire Ecology

Certifications

San Diego County Department of Planning and Land Use – Approved Fire Protection Planner

Laguna Beach Fire Department – Approved Fire Protection Planner ISA, No. WE-4276A

Registered Consulting Arborist #640

Certified Wildland Fire Ecologist

Professional Affiliations

Member, National Fire Protection Association – International Member, California Fire Chief's Association – Fire Prevention Officers

Speaker/Trainer, Annual Fire Prevention Officer's Institute

agencies, infrastructure entities, land management entities, cities, counties, and private companies. Dudek conducted a series of stakeholder surveys to gain a broad understanding of stakeholder priorities. A hazard analysis within 56 fire management units was also conducted via GIS analysis of fire history, ignition sources, modeled fire behavior, and sensitive resources, augmented with field evaluations. The final plan included management recommendations, a tactical response plan, and a resource management plan.

Wildfire Hazard Assessment and CWPP, Rancho Santa Fe Association and Fairbanks Ranch, Rancho Santa Fe, California. Mr. Huff provided assessment and recommendations for a 100-acre area that was previously burned in the Witch wildfire. Several homes were lost, which prompted the associations to assess the hazard and develop recommendations to reduce the hazard. Dudek conducted fire behavior modeling using FlamMap to graphically display the priority areas and provided recommendations to reduce the hazard. Dudek also prepared a CWPP for the area that was accepted by the FireSafe Council. This plan has been submitted with a grant application for fuel reduction funding.

On-Call Fire Plan Review/Third-Party Consultant, Orange County Fire Authority, Orange County, California. Mr. Huff provides as-needed review of fuel modification plans and provides special studies regarding alternative materials and methods for the Orange County Fire Authority. To date, Dudek has provided review and comment of fire behavior modeling and proposed fuel modification and structural hardening for a large, master planned community in southern Orange County.



Robert Scott, Fire Protection Planner

Robert Scott is a senior fire protection planner with more than 30 years' experience as a federal and municipal firefighter, including more than 10 years' experience as a municipal fire marshal. As a fire marshal, Mr. Scott conducted complex plan reviews, construction inspections for all types of projects and occupancy classifications and various types of fire protection and life safety systems. He has conducted triennial code adoption and managed fire safety programs including plan review, building construction, hazardous materials, investigation, inspection, public education, and brush abatement. Mr. Scott has attended development and design review meetings for various projects, and developed and implemented fire safety policies for manufacture, cultivation, and retail sales of marijuana. He has also reviewed fire protection plans and Fire Resource and Assessment Program maps for projects in WUI areas.

Mr. Scott's fire expertise has been utilized to research, apply, and develop code requirements and draft emergency evacuation plans for project-specific FPPs. Most of his projects have occurred in high-risk communities within a WUI. Additionally, Mr. Scott is a trained and certified building plans examiner and fire inspector. He has developed and enforced local and state codes, ordinances, and policies. His relevant experience includes the following:

Ocean Breeze Wildland Fire Evacuation Plan, Helios Property Solutions, Bonsall, California. Prepared wildland fire evacuation plan.

Lilac Hills Fire Protection Plan, LHR Investment Co., San Diego, California. Prepared emergency fire access

Round Mountain Project, NEET West LLC. Prepared electrical substation fire safety evaluation and recommendations.

City of San Marcos Fire Department, California. Served as division chief/fire marshal. Performed WUI fuel hazard inspections, Conditional Use Permits; Tentative Tract and Parcel Maps, large scale commercial and residential developments, wireless telecommunication, and Fire Protection Plans for hazardous materials and Wildland Urban Interface 2014–2017.

City of Encinitas Fire Department, California. Served as fire marshal/branch chief. 2007-2014.

City of La Mesa Fire Department, California. Deputy Fire Marshall.

Federal Fire Department, San Diego, California. Firefighter.

evaluation and recommendations.

Education

California State University, Long Beach BS, Vocational Education San Diego Miramar College, AS, Fire Science

Certifications

International Code Council,
Certified Fire Inspector II, Building
Inspector and Building Plans
Examiner, No. 862701
Center for Public Safety Excellence,
Designated Fire Marshal
California Fire Service-Certified Fire
Protection Specialist, Plans
Examiner, Fire Prevention Officer,
Fire Investigator II, Hazmat Incident
Commander,
Fire Officer,
Title 19/24, Motion Picture Fire

Professional Affiliations

Life Safety Officer

International Code Council



Lesley Terry, GIS Analyst

Lesley Terry is a GIS analyst and computer-aided design specialist with 35 years' experience in research, design, data collection, computer applications, and graphic arts in the land development field. Ms. Terry's primary responsibilities include research, transposition of field data to topographic maps, creation and manipulation of GIS data layers, and document preparation for various public agency submittals, with an emphasis on the use of AutoCAD, Autodesk Map, ArcView, ArcMap, CorelDraw, and Adobe Photoshop. She provides highest level of expertise to accurately and clearly depict the distribution of environmental resources, create and maintain databases, and anaylze impacts, as well as prepare plans for landscape and irrigation projects. Her relevant experience includes the following:

Carlsbad Fire Station No. 6 Project, City of Carlsbad, California. Created and analyzed GIS databases from field data and quantified existing conditions. Prepared biological resources report graphics.

Education

Northern Arizona University BFA, Fine Arts Palomar College Drafting Technologies Graphic Communications

Professional Affiliations

San Diego ArcInfo Users' Group Urban and Regional Information Systems Association, San Diego Section Women's Environmental Council, San Diego Chapter

Ocean Trails Park, City of Rancho Palos Verdes, California. Prepared construction drawings for the Ocean Trails Park in the City of Rancho Palos Verdes. The 5-acre public park overlooks the Pacific Ocean and incorporates native landscaping with passive play and picnic areas. The park incorporates a variety of paved plazas, grass terraces with rock retaining walls, a wedding pavilion, pedestrian and bicycle paths and trails, picnic areas, and scenic overlooks.

Multiple Habitat Conservation Plan, City of San Marcos, California. Generated and quantified multiple-scenario GIS databases of Conservation Areas for the Focus Planning Area within the City of San Marcos Subarea Plan, a component of the Multiple Habitat Conservation Plan. Prepared map graphics for the Natural Communities Conservation Plan for the City of San Marcos.

Union Valley Parkway Project, City of Santa Maria and County of Santa Barbara, California. Created and analyzed GIS databases from field data, quantified existing conditions, and proposed impact acreages for 8,500-foot-long roadway project. Prepared biological resources report graphics in support of CEQA documentation.

Oceanside to Escondido Bikeway Project, Cities of Oceanside, Vista, San Marcos, and Escondido, California. Analyzed bikeway wetland impacts and prepared support maps for amendments to the permits following issuance due to project changes and construction monitoring services.

4S Ranch Wetland Mitigation Programs (Artesian and Lusardi Creeks), 4S Kelwood/ Newland Communities, Rancho Bernardo, California. Prepared conceptual wetland mitigation plans and final revegetation construction documents for mitigation programs associated with impacts to wetlands within two creek systems as part of the 2,891-acre 4S Ranch development within the County of San Diego.

San Luis Rey River Recreation Trail, City of Oceanside, California. Prepared a conceptual wetland mitigation plan and detailed revegetation construction documents for implementation of approximately 1.28 acres of wetland creation and enhancement, as well as upland coastal sage scrub transitional buffer habitat along the San Luis Rey River, in association with the city's recreation trail.

3. Work Experience from Recent Similar Projects

Dudek's foresters and fire protection planners are well versed in the natural landscape of fire ecology and protection of adjacent communities. Understanding a site, the unique fire environment that it presents, and how best to mitigate and plan for worst-case fire conditions is our specialty.

We work with our clients to quantify and evaluate risk, determine appropriate measures to minimize risk, and where possible, prescribe the use of alternative materials and methods so that existing communities are safer. As a result, we develop focused CWPPs, FPPs, preplans, fuel modification plans, fire management plans, and related studies that have proven to be implementable and safe.

In addition, Dudek has offered GIS services to clients for over 20 years, and has several as-needed contracts with California public agency clients. Several Dudek staff members are Geographic Information System Certification Institute certified and have current Geographic Information System Professional—certified standing.

Our Geographic Information System Professionals provide an array of services, from GPS/mobile iPad data capture in the field and high-end analysis and modeling to complex web-based application development with legacy integration. With an average of 1,200 GIS tasks completed annually for over 200 California-based clients, our staff is practiced in providing practical, efficient, cost-effective GIS solutions.

Dudek has prepared FPPs and worked with fire agencies to create safe communities for over 10 years. Dudek supports fire departments, fire protection districts, FSCs, land management agencies, and private landowners in the implementation of fire protection planning and hazard reduction programs by conducting detailed site evaluations, risk assessments, and priority project analyses. We generate appropriate mitigation measures and prepare reports and documentation that include GIS-based graphics that are effective and easy to read.

Fire Management Plans

Dudek's fire planning, biological, and habitat restoration teams have collaborated on numerous habitat-based fire management plans and vegetation management plans for public and quasi-public agencies. Additionally, we have prepared numerous habitat-based plans for private development projects with large acreages of preserved open space and conservation easements.

Fire Protection Plans

As part of the environmental review process, FPPs are required for many new California projects in WUI areas or within designated high fire hazard severity zones. Dudek conducts CEQA-level analyses and prepares FPPs that meet or exceed fire safety standards while placing a high priority on a site's unique characteristics and constraints, and identifies alternatives that achieve equivalent protection, where necessary.

WUI Inspections and Assessments

Dudek's fire protection specialists conduct both initial and annual assessments of vegetation conditions within the WUI to support fire department code compliance and fuel hazard reduction efforts. Field inspections typically involve an evaluation of vegetation species composition, vegetation structure, emergency access/egress locations, defensible space setbacks, and structural hardening conditions.

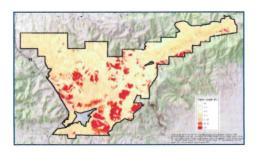


Fire Hazard Analysis and Fire Behavior Modeling

Dudek supports fire department hazard analyses and fire protection planning efforts by using the most recent GIS technology along with FlamMap, BehavePlus, or FARSITE fire behavior modeling software packages. The resulting graphical model outputs depicting anticipated fire behavior are invaluable planning and public education tools.

Geographic Information System Services

Dudek's GIS team offers project support, GIS data creation, mapping, and spatial analysis. Our team has supported more than 350 projects, ranging in scale from parcel-specific sites to large regional GIS databases to sophisticated hydraulic modeling for wastewater system planning. We provide hardcopy mapping and digital deliverables, as well as custom interactive desktop applications and web-based GIS applications. As a certified ESRI Business Partner, we use ArcGIS and AutoCAD to create, convert, query, analyze, and display geographic digital data. GIS services include the following:



- Data creation/conversion analysis
- Natural resource/urban planning/ utility/asset management mapping
- Field data collection with GPS
- Database design/development
- Hydraulic modeling
- Fire behavior and environment modeling
- Wildlife corridor/habitat suitability modeling

- 3D visual analysis/animation
- Computerized maintenance and monitoring systems
- Record map file management
- Web-based/mobile GIS application development
- GIS needs assessment/gap analysis
- · GIS system implementation and training



Relevant Projects

Dudek is proud of the client relationships we build and maintain. Contacting our references is an excellent way to let those relationships speak for themselves and showcase the level of quality we bring to each project.

SLO County CWPP and Unit Fire Plan Update

Client: County of San Luis Obispo Fire Department/CAL FIRE Reference: Greg Alex, Pre-Fire Engineer, 805.528.2162

Dudek prepared the countywide Unit Fire Plan and CWPP document for SLO County, which was undertaken by SLO County in an effort to identify and mitigate risk associated with wildland fire. This project was the first effort in the state to integrate CAL FIRE unit planning and CWPP efforts with the intent of creating a community-focused fire-planning document. This comprehensive plan involved evaluating wildfire hazard, identifying assets and communities at risk, and providing a framework for identifying and prioritizing wildfire-risk-reduction efforts throughout SLO County.



Factors evaluated to better understand wildfire hazard in SLO County included vegetation distribution, land use, land ownership, local land use regulations, existing firefighting response capabilities, fire history, and fire weather patterns. Fire hazard was then analyzed with community and asset values to determine appropriate fuel treatment options intended to minimize wildfire losses. Development of the plan involved coordination with local government, fire and land management agencies, and other community stakeholders. The plan is dynamic and will allow for integration of priorities from local, state, and federal agencies, and will serve as a mechanism for acquiring federal funding for hazardous-fuel-reduction projects.

Multiple CWPPs

Client: San Benito County FSC and Monterey FSC

References: Michael Chiodini, BLM Fire Management Officer (San Benito and Monterey), 831.630.5029

San Benito County

Dudek worked closely with the San Benito FSC to prepare a countywide CWPP consistent with the 2003 Healthy Forest Restoration Act. The CWPP identifies communities at risk from wildfire and integrates a community-based approach to project identification, fuel treatment, and community prioritization. The project also involved significant GIS-based mapping and analysis of fuel loads, as well as coordination among community stakeholders, including representatives from the BLM, CAL FIRE, the National Park Service, and local county government. The CWPP will ultimately serve as a mechanism for acquiring federal funding for hazardous-fuel-reduction projects throughout San Benito County. CAL FIRE and the San Benito County Board of Supervisors finalized, approved, and signed the CWPP.





Monterey County

Dudek assisted the Monterey FSC in coordinating and preparing the Monterey County CWPP. The plan focused on a county-level scale and was created to provide a framework for localized CWPPs to be prepared in various areas of Monterey County. Project tasks included conducting public input meetings; conducting field evaluations to assess wildfire risk; coordinating with representatives from CAL FIRE, BLM, U.S. Forest Service, and other land management agencies; developing community base maps; conducting GIS analysis; and drafting the final Monterey County CWPP. Dudek also provided the project grant coordinator with monthly reports to assist in grant reporting efforts.

Wildland Fire Management Plan

Client: NROC

References: James Sulentich, Executive Director, 714.973.6651

Dudek prepared a Wildland Fire Management Plan for the 36,000-acre NROC. The project included extensive information review; field, GIS, and fire hazard analysis; stakeholder outreach and consensus building; and preparation of a three-volume report. The NROC involved 38 stakeholder entities consisting of fire agencies, wildlife agencies, infrastructure entities, land management entities, cities, counties, and private companies. Dudek conducted a series of stakeholder surveys to gain a broad understanding of stakeholder priorities. An extensive



hazard analysis within 56 fire management units was also conducted via extensive GIS analysis of fire history, ignition sources, modeled fire behavior, and sensitive resources, augmented with field evaluations. The final plan included management recommendations, a tactical response plan, and a resource management plan component.

Wildland Fire Evacuation Procedures Analysis

Client: City of Santa Barbara Fire Department

References: Amber Anderson, Wildland Fire Specialist, 805.564.5720

Dudek conducted a wildland fire evacuation procedures analysis for the City of Santa Barbara Fire Department. This multifaceted project involved a detailed analysis of traffic patterns and flows within the City of Santa Barbara's Wildland Fire Suppression Assessment District using GIS-based network modeling. In addition, the project included detailed wildfire behavior modeling within the Wildland Fire Suppression Assessment District using FlamMap and FARSITE software packages. Fire behavior modeling involved a significant effort to develop appropriate fuel models, using remotely sensed data products (vegetation data, satellite and aerial imagery, and other derived products [normalized difference vegetation index, impervious surfaces, color infrared]) coupled with field observations and information provided by the Santa Barbara Fire Department. Once developed, the fuel models were used to build a landscape file for the Wildland Fire Suppression Assessment District so that wildfire modeling scenarios could be run, evaluated, and compared with the evacuation traffic analysis. The result was a series of recommendations for the Santa Barbara Fire Department to improve evacuation capabilities during a wildfire event. As a component of the project, Dudek also provided the City of Santa Barbara with all GIS data sets, including the landscape file, so that future wildfire behavior modeling scenarios could be run and analyzed.



WUI Compliance Inspections

Client: City of Newport Beach Fire Department

References: Raymi Wun, Life Safety Specialist, 949.644.3110

For 17 years, Dudek has worked with the City of Newport Beach Fire Department to implement their WUI compliance inspection program. This is an ongoing annual project (initiating in 2002), which involves determining property compliance with City of Newport Beach fire code. Each year, Dudek staff are responsible for inspecting, mapping, and documenting hazardous fuel conditions within the WUI protection area of the City of Newport Beach Fire Department. Existing native and non-native vegetation conditions—including species, density, and continuity—are evaluated based on currently adopted fire codes, and prescriptions are made for required corrective actions. Field mapping efforts are enhanced by use of GIS, digital aerial photography, and GPS technology to capture site-specific resource data. Data are also prepared for integration into the City of Newport Beach's GIS by linking field condition descriptions with geographic reference information, allowing access to relevant site information. Follow-up inspections are also conducted as a part of the annual inspection cycle to verify whether fuel reduction efforts have or have not been completed.

C. Understanding of and Approach to the Project

1. Summary of Approach

The WUI existing in portions of the City of Bradbury (City) represents potential fire hazards due to the interface and intermix of development near naturally vegetated open areas. Bradbury is listed as a Community at Risk by the State of California. The goal of this project undertaken by the City is the creation of a Citywide CWPP aimed at reducing wildfire risk to City communities, firefighters, and assets.

Dudek understands that the CWPP project area incorporates the entire City, with a focus on the WUI areas. The scope of work provided is based on Dudek's experience preparing other CWPPs in counties, cities, and communities throughout California. The CWPP will comply with all Healthy Forest Restoration Act and California Fire Alliance Guidelines, and Dudek will rely heavily on the expertise of the City and Los Angeles County, along with local agency representatives in the CWPP planning process.

1a. Project Management Approach

Dudek leaders and staff are well equipped to meet the needs of the City. Our management approach and our use of technological tools and resources form the basis of our success. The Dudek team will carry out a project management plan emphasizing the following key elements:

- Senior technical oversight and daily administrative management
- Regular communication
- Schedule and cost monitoring and reporting
- Quality assurance/quality control program
- Virtual collaboration tools

Senior Technical Oversight and Daily Administrative Management

Dudek has always fostered clear communication and cooperation with our client's staff. We work with our clients to establish regular teleconferences and prepare agendas and notes to assist both teams in ensuring that any issues are clearly understood, and that work proceeds in a unified manner. We use check-in meetings with our project teams to allocate resources properly according to the client's schedule constraints. When working on several concurrent projects, Dudek identifies commonalities and areas where information sharing can reduce the time, budget, or work needed to produce deliverables.



Continuous Communication

An effective project manager facilitates a continuous flow of information, data, instructions, and guidance. Dudek's task managers will maintain constant communication with the City by performing the following duties:

- Serving as the single point of contact
- Regularly calling or emailing key contact staff person to discuss project milestones, activities, and potential issues
- Holding regular project management meetings with key project staff to coordinate work efforts, monitor task completion, and review budget conformance
- Updating, as necessary, the project description, schedule, work progress reports, and inventories of available data so that all team members are aware of information that may affect their work products and schedules
- Coordinating with City staff at strategic junctures for public input

Schedule and Cost Monitoring and Reporting

Dudek employs a variety of computerized project management systems to oversee project costs and schedule adherence. We use our regular project team meetings to maintain continuous communication. These meetings also help closely monitor cost and schedule performance.

Quality Assurance/Quality Control Program

Dudek's quality assurance/quality control program involves senior staff review of technical documents combined with the services of our Editorial and Publications Departments to produce high-quality documents done right the first time. Our in-house staff reviews work products for completeness, accuracy, and coordination in accordance with internal quality assurance/quality control guidelines.

At the outset of the project, the Dudek technical editing team will create a project-specific style guide to ensure consistency of the terms and nomenclature used in work products. This style guide will be shared with the City to ensure that it meets expectations for document format and style. Draft written work products will go through a technical editorial review following the agreed-upon style guide and will be formatted by Dudek's publications staff.

Virtual Collaboration Tools

Dudek offers several tools to facilitate efficient, productive virtual collaboration with the City including the following:

- File sharing/storage: ShareFile is Dudek's cloud-based file sharing and storage system. This tool allows
 Dudek to share and access files with the City.
- **Document co-authoring:** Dudek offers simultaneous document co-authoring capabilities through the SharePoint engine. This is easily set up through a client portal.
- Client portals: Client portals are custom-built websites designed for clients that can be accessed via www.dudek.com. Client portals are set up per client and/or project specifications.
- Mobile data collection and reporting: Dudek's Kerata tool offers field-to-screen data capture and quantification solutions that bring results and analysis directly to the City.
- Virtual meeting: Dudek uses GoToMeeting to schedule and conduct real-time online (video/audio/web)
 meetings with clients.

The following scope of work illustrates how Dudek has approached similar projects. We are capable of altering this workflow to meet the City's objectives and to maximize budget efficiency.

1b. Approach to Scope of Work

Task 1 Review Existing Information

Kickoff Meeting

We anticipate a kickoff meeting to coincide with our initial data gathering effort. The kickoff meeting will enable the City and Dudek to establish lines of communication, discuss milestones/critical paths, and begin the CWPP process. The kickoff meeting will also provide a forum to discuss the schedule for stakeholder outreach meetings. In our experience, gaining stakeholder input in the early stages of the CWPP process is critical to develop a document that will be approved and implemented.

Data and Information Review

This task will include collecting, processing, and managing all relevant datasets for the CWPP development process. We expect to review and/or process the following background information:

- Any relevant fire history datasets
- · Local community plans, policies, and regulations
- Local fire planning documents
- Los Angeles County's Unit Strategic Fire Plan
- Available fire hazard mapping data and other pertinent GIS files (vegetation/land cover, terrain, roads, assets, communities, etc.)
- Fuel treatment datasets
- Local weather data
- Current literature regarding fuel reduction treatments and community protection
- Any additional relevant documents identified by the City and the core team during the kickoff meeting

Data review will also include identification of data gaps, which will be discussed with the City. Dudek assumes that all relevant GIS files for CWPP development (e.g., communities, roads, assets, infrastructure locations) will be provided by the City, or otherwise be publicly available.

Task 2 Conduct Hazard and Risk Analyses

Dudek's initial effort will involve a field assessment to better understand the fire environment present in the project area. The field assessment will include an evaluation of terrain, vegetation/fuel types, treatment areas, road/access conditions, landscape characteristics, and other environmental variables that increase wildfire risk or prohibit fuels treatment activities. Dudek proposes to coordinate with the City prior to conducting the field assessment to better understand local fire risk factors. Additionally, Dudek will conduct its fire-focused field assessment with representatives from the City, if possible. Presence of local experts during our field evaluations will result in greater efficiency as well as important information exchange. Field evaluations are intended to be general, without detailed property and site mapping. For budgeting purposes, Dudek proposes to conduct the field assessment immediately prior to or following the kickoff meeting.

Fire behavior potential for the project area will be analyzed using the FlamMap fire behavior software package. Fire behavior modeling can aid the planning process by visually illustrating areas where predicted high-intensity fire coincides with urban development. These areas can then be prioritized appropriately for potential hazard analysis and mitigations. FlamMap uses raster-based GIS data inputs and analyzes several fire behavior variables, including flame length, rate of spread, maximum ember spotting distance, and burn probability. The following data are necessary to run FlamMap:

- Topography Derived from a digital elevation model, the software requires elevation, slope, and aspect data.
- Fuels Derived from digital vegetation mapping data.
- Weather Historic weather data to be accessed from local Remote Automatic Weather Stations (RAWS)
 and processed using the FireFamily Plus software package to determine 97th percentile weather values
 for fuel moisture, air temperature, 20-foot wind speed, and wind direction.
- Ignition Sources Derived from interviews with fire authority personnel and on-line sources.

Dudek assumes that all relevant GIS files for FlamMap modeling efforts will be provided by the City, or otherwise be publicly available. FlamMap fire behavior outputs will be in the raster-based GIS format suitable for further analysis and map-making efforts. Fire behavior output variables selected for inclusion in this analysis are maximum ember spotting distance, flame length, and rate of spread. The base landscape file created for fire behavior analysis in FlamMap (.lcp) will be provided to the City for use in future analysis. Using the results of FlamMap fire behavior modeling efforts, Dudek will evaluate road, asset, and infrastructure locations to determine potential damage, which may result from wildfires in the project area. This evaluation will be conducted in a GIS and will allow Dudek to identify specific areas that would benefit from fuels treatment or other fire hazard reduction efforts.

Task 3 Conduct Stakeholder Outreach

This task addresses stakeholder and community meetings expected to be held in support of CWPP development. Dudek proposes the following meetings for the project:

One Initial Stakeholder Meeting: The focus of this meeting will be to discuss the CWPP preparation process with the Working Group and Development Team and gather preliminary input. One meeting is expected, and Dudek assumes that the City will be responsible for scheduling and securing the meeting location.

One Post-Analysis Meeting: The focus of this meeting will be to gather public and stakeholder input about wildfire hazard conditions in the City following the hazard and risk analyses conducted under Task 2. This meeting will be used to solicit input from the public to identify wildfire hazard issues in the project area and solicit ideas for fuel hazard reduction projects or other projects that may help mitigate wildfire risk. Dudek assumes that the City will be responsible for scheduling the community meeting and securing the meeting location. Dudek will provide all necessary maps and data, and will prepare and present a PowerPoint presentation to the community that will outline the hazard and risk analysis approach, planning datasets, and initial findings/recommendations.

One Post-Draft CWPP Meeting: The purpose of this meeting is to present the draft CWPP to those who have been involved in its development and those responsible for signing and approving the CWPP. This meeting will provide an opportunity for stakeholders to provide feedback on the draft CWPP, which will be incorporated into the final CWPP. One meeting is expected, and Dudek assumes that the City will be responsible for scheduling and securing the meeting location.



Task 4 Prepare Maps

Dudek will prepare a series of base maps to be included in the CWPP. Several of these maps will also assist during stakeholder outreach efforts. The following data will be included on maps to be included in the CWPP:

- WUI boundary
- Fire hazard severity areas
- Vegetation/fuel type
- Terrain (slope)
- Fire history

- Assets (community areas, infrastructure, existing fuel treatment areas)
- Sensitive habitat areas
- Fire behavior
- Ember spotting distance
- Potential fuel treatment areas

All data files used to generate maps will be provided by or developed in coordination with the City. All maps will be developed using ArcGIS software and all digital map files will be provided to the City.

Task 5 Prepare CWPP

CWPP Development

Following data acquisition, map development, community risk assessment, and stakeholder outreach, Dudek will prepare a draft CWPP. The draft CWPP will reflect current conditions and priorities and will use the results of the hazard and risk analysis as a basis for project prioritization.

The following components will be included in the draft CWPP:

- Project area overview (values at risk, land use, fire protection capabilities)
- Wildfire environment (vegetation/fuels, weather/climate, fire history, topography, potential fire behavior)
- Resources at risk (WUI, assets, infrastructure, sensitive resource areas)
- Wildfire hazard assessment (summary of analyses, identification of hazard areas)
- Action plan (Community preparedness, public education, asset protection, fuels management, evacuation)
- Maintenance and monitoring of CWPP document
- · Recommendations (to reduce wildfire risk)
- Base maps

The draft CWPP will be provided to the working group for review and comment. This task includes delivery of a digital CWPP document (e.g., Microsoft Word) to facilitate review and comment. Dudek assumes that the working group will provide one set of consolidated comments following review of the draft CWPP.

CWPP Finalization

This task includes finalization of the CWPP document following review and comment by the working group. Deliverables for this task include three hard copies and one complete press-ready PDF that includes all maps, graphics, and GIS data.

All maps generated for the CWPP will be plotted at a scale sufficient to include the entire project area. If necessary, multiple sheets will be used so that map components are legible and discernible.

The projection standard for all maps will be NAD 83, California State Plane, Zone 5, with units in feet. The data standard for all map data will be ESRI-compatible shapefile, geodatabase, or raster format. Where possible, Dudek will use existing datasets available from City GIS professionals.

2. Other Project Collaboration/Input

All work on this project will be accomplished by Dudek in house.

3. Description of Outside Staffing

All work on this project will be accomplished by Dudek in house.

4. Proposed Project Schedule

Table 1 depicts the projected schedule to complete the scope of work outlined in Section 1B. Dudek will work with the City to determine the appropriate edits to this estimated schedule, should they be necessary. Further, Dudek will regularly communicate with the City to ensure timely submittal of required grant documents.

Table 1. Projected Schedule

Project Task		Start Date	Approximate Duration
1.	Kickoff Meeting and Review Existing Information	Project initiation	3 to 4 weeks
2.	Conduct Hazard and Risk Analyses	Following Task 1	4 to 6 weeks
3.	Conduct Stakeholder Workshops	Following Task 2	3 to 5 weeks
4.	Prepare Maps	Following Task 1	4 to 6 weeks
5.	Prepare CWPP	Project initiation	14 to 16 weeks

Note: approximate duration of each task is provided as an example. Depending on the City's internal timeline, Dudek can adjust task completion timelines.

D. Deliverables

Table 2 presents the task-based project deliverables.

Table 2. Project Deliverables by Task

Task No.	Description
1	Kickoff meeting summary notes and summary of identified data sets to be used for CWPP development
2	Map depicting fire behavior modeling results. Map will be provided in digital PDF format. GIS data files generated during Task 2 will also be provided to the City
3	Meeting summary notes for each of the three stakeholder outreach meetings
4	CWPP map set in digital PDF format. GIS data files generated during Task 4 will also be provided to the City
5	One draft CWPP document in digital (Word) format. One final CWPP document in digital (press-ready PDF) and hard copy (three printed copies) formats

E. Proposal Cost

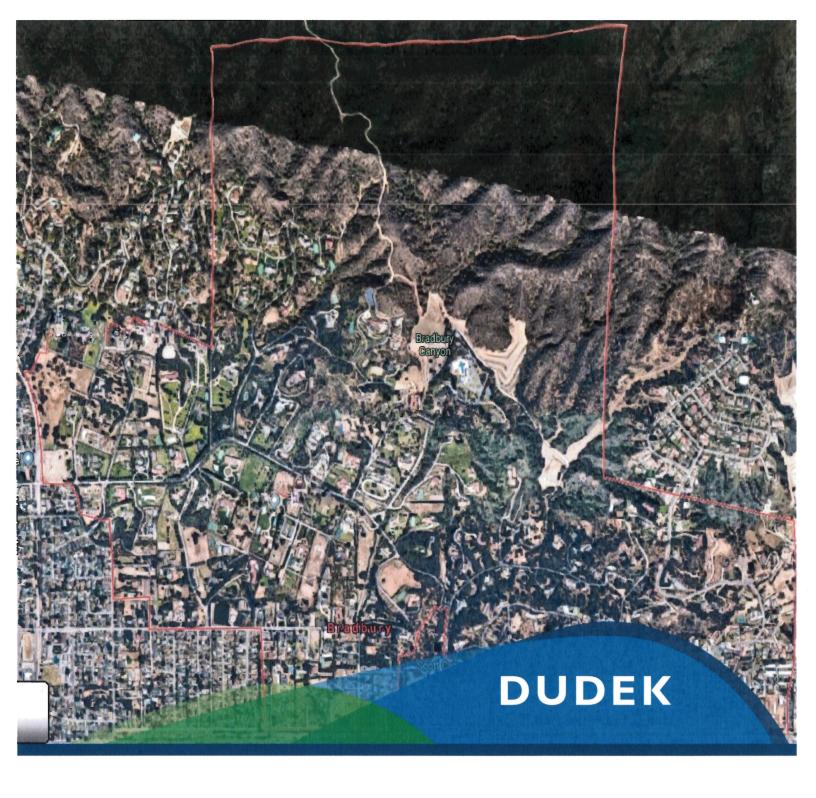
Table 3 shows the projected fees for completing the scope of work outlined in Section 1b.

Table 3. Fee Estimate

Employee	Scott W Eckardt	Michael S Huff	Robert Scott	Lesley Terry	Noah Stamm			
Employee Type	Enviro Specialist Planner VI	Principal	Enviro Specialist /Planner IV	GIS Specialist II	Fire Analyst	Labor	Other Direct	
Tasks	190.00	230.00	145.00	150.00	130.00	Hours	Charges	Total
 Kickoff Meeting and Review Existing Information 	8			7	16	20	\$300	
2 Conduct Hazard and Risk Analyses	16	8	8		32	90T		
3 Conduct Stakeholder Workshops		8			09	72	009\$	
4 Prepare Maps	8	2		22	8	88	\$500	
5 Prepare CWPP	20	8	16	16	40	96		
Total Hours	52	26	24	40	156	362		
Total Billing	\$9,880	\$5,980	\$5,520	\$6,000	\$20,280	\$47,660	\$1,400	\$49,060

F. Exceptions

Dudek is prepared to execute a Professional Services Agreement with the City of Bradbury.



800.450.1818 | DUDEK.COM | HELLO@DUDEK.COM

SOUTHERN CALIFORNIA

Encinitas (Main) La Quinta Pasadena Riverside San Juan Capistrano

CENTRAL COAST

Santa Barbara Santa Cruz

NORTHERN CALIFORNIA

Auburn Oakland Sacramento

HAWAI'I

Kailua, Oʻahu

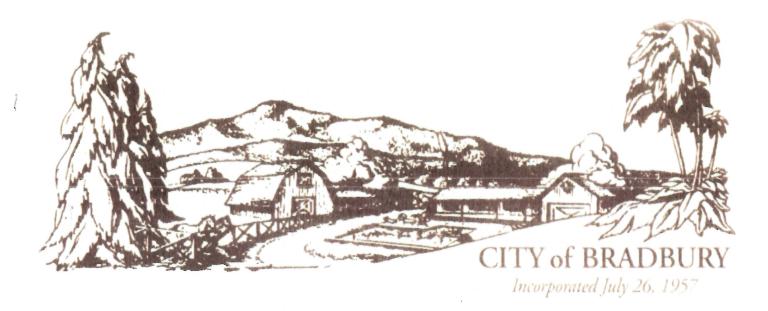
OREGON

Portland

HABITAT RESTORATION SCIENCES

A Dudek Subsidiary

ATTACHMENT #2



August 21, 2018

California Governor's Office of Emergency Services Hazard Mitigation Grants Program Unit Attention: HMGP 3650 Schriever Avenue Mather, CA 95655

SUBJECT: DR-4353 Subapplication Funding Match Commitment Letter

To Whom It May Concern:

The City of Bradbury is excited about the opportunity to apply for the Hazard Mitigation Grant Program (HMGP) to develop a Community Wildfire Protection Plan (CWPP).

The City's request of \$45,000 in grant funds from the California Governor's Office of Emergency Services will help the City's efforts to achieve the goal of developing a Community Wildfire Protection Plan and providing a safer environment for the Bradbury community. This letter serves as Bradbury's commitment to meet and exceed the local match fund requirements for the HMGP by providing \$32,000 of monetary and in-kind matching funds.

The City is committed to assisting with the proposed plan with \$7,000 in matching funds to account for personnel time dedicated to administrative work related to research and coordination with participating stakeholders for the CWPP development. In addition, the City would like to make a \$5,000 monetary contribution to demonstrate the City's

dedication to complete the proposed plan. The monetary contribution will use the City's general fund monies and will be made available upon grant approval.

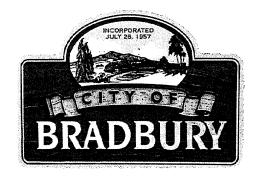
The Los Angeles County Fire Department (LACFD) will be collaborating with the City to develop a CWPP. LACFD committed to assist with these efforts with \$20,000 as an inkind contribution to assist with coordinating and developing environmental studies, producing Geographic Information System maps, assisting with community meetings, and identifying areas for fuel reduction, vendor selection and providing community education programs.

Should you have any questions or concerns, please contact Scarlett Santos Leon, Management Analyst, via email at ssantosleon@cityofbradbury.org or by calling (626) 358-3218.

Sincerely,

Richard Barakat

Mayor



Richard Hale, Mayor (District 1)

Monte Lewis, Mayor Pro-Tem (District 2)

Richard Barakat, Council Member (District 3)

Bruce Lathrop, Council Member (District 4)

Elizabeth Bruny, Council Member (District 5)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Claudia Saldana, City Clerk

DATE: December 17, 2019

SUBJECT: Resolution No. 19-31 Providing for the Appointment to the Offices

of the City that were to be elected on Tuesday, March 3, 2020

ATTACHMENT: Resolution No. 19-31

SUMMARY

At the close of the Nomination Period on Friday, December 6, 2019 there are not more candidates than offices to be elected. The City Clerk's Certification was provided to the City Council on December 6, 2019 and a Notice to that fact was posted at the City Hall entrance gate and on the City's website.

Section 10229 of the Elections Code allows one of the following courses of action to be taken by the City Council:

- 1. Appoint to the office the person who has been nominated.
- 2. Appoint to the office any eligible voter if no one has been nominated.
- 3. Hold the election if either no one or only one person has been nominated.

DISCUSSION

The following persons are eligible to be appointed to the offices to which they were nominated, and are considered to be the same as being elected, pursuant to §10229(a)(3) of the Elections Code:

- 1) Richard T. Hale, Jr for Member of the City Council, District One for the full term of four years, ending March 2024
- 2) D. Montgomery Lewis for Member of the City Council, District Two for the full term of four years, ending March 2024
- 3) Bruce Lathrop for Member of the City Council, District Four for the full term of four years, ending March 2024

FINANCIAL ANALYSIS

If the Council chooses to make the appointments (Option 1), there will be substantial savings to the City. If the Council decides to hold the election (Option 3), the cost for the election is estimated to be \$15,000.

STAFF RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 19-31 appointing to the Office of Member of the City Council (Districts One, Two and Four) the persons who have been nominated and cancelling the General Municipal Election that was to be held on March 3, 2020.

The last day to cancel the Election is December 19, 2019.

RESOLUTION NO. 19-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA, PROVIDING FOR THE APPOINTMENT TO THE OFFICES OF THIS CITY THAT WERE TO BE ELECTED ON TUESDAY, MARCH 3, 2020

WHEREAS, pursuant to §10229 of the Elections Code of the State of California, as of the close of the nomination period on Friday, December 6, 2019, there are not more candidates than offices to be elected and that §10229 of the Elections Code allows one of the following courses of action to be taken by the City Council:

- 1. Appoint to the office the person who has been nominated.
- 2. Appoint to the office any eligible voter if no one has been nominated.
- 3. Hold the election if either no one or only one person has been nominated.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

WHEREAS, a notice that there are not more candidates than offices to be elected was posted on December 6, 2020 pursuant to law.

<u>SECTION 1.</u> That pursuant to §10229 of the Elections Code of the State of California, the following action is being taken:

The following persons are being appointed to the office to which they were nominated, and are considered to be the same as being elected, pursuant to §10229(a)(3) of the Elections Code:

Richard T. Hale, Jr., Member of the City Council, District One for the full term of four years, ending March 2024

D. Montgomery Lewis, Member of the City Council, District Two for the full term of four years, ending March 2024

Bruce Lathrop, Member of the City Council, District Four for the full term of four years, ending March 2024

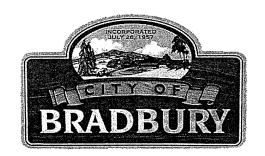
<u>SECTION 2.</u> The election scheduled to be held on Tuesday, March 3, 2020, is now canceled.

<u>SECTION 3.</u> The persons appointed, if any, shall qualify and take office and serve exactly as if elected at a municipal election for the office.

<u>SECTION 4.</u> That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED on December 17, 2019.

	Mayor – City of Bradbury
ATTEST:	
City Clerk – City of Bradbury	
	certify that the foregoing Resolution was City of Bradbury, California, at a regular er, 2019, by the following roll call vote:"
AYES:	
NOES:	
ABSENT:	
	City Clerk – City of Bradbury



Richard T. Hale, Jr., Mayor (District 1) Monte Lewis, Mayor Po Tem (District 2) Richard Barakat, Council Member (District 3) Bruce Lathrop, Council Member (District 4) Elizabeth Bruny, Council Member (District 5)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: December 17, 2019

SUBJECT: DISCUSSION ON ALTERING THE CITY'S OVERNIGHT PARKING

REGULATIONS

ATTACHMENTS: 1) Bradbury Municipal Code, Article VIII - Stopping, Standing or

Parking

2) Letter sent out to Residents

3) Responses Received: Not In Favor of Overnight Parking

4) Responses Received: In Favor of Overnight Parking

SUMMARY

During the October meeting, the City discussed altering the City's overnight parking regulations on all public streets. Currently, regulations only exist on Mt. Olive Drive and Mt. Olive Lane. The Council ultimately directed staff to mail a letter to all potentially affected residents to solicit their opinions on regulating overnight parking.

It is recommended that the City Council direct Staff on how to proceed. If changes are desired, Staff will return with an ordinance that incorporates any directed changes to the City's municipal code.

DISCUSSION

The City currently has regulations on overnight parking for Mount Olive Drive and Mount Olive Lane. Pursuant to the B.M.C. 4.01.1000, there is no parking allowed on these two streets between the hours of 4:00 a.m. and 5:00 a.m. (ATTACHMENT #1).

The following is a list of public streets that allow parking but do not have overnight regulations:

AGENDA ITEM#	2
--------------	---

- 1. Lemon Avenue, South Side of Street
- 2. Braewood Drive
- 3. Gardi Street, West
- 4. Fairlee Avenue
- 5. Spring Point Drive
- 6. Oak Shade Road
- 7. Gardi Street, East
- 8. Freeborn Street
- 9. Elda Street

During the October meeting, the City Council first discussed parking relations on the above streets. The City Council ultimately directed Staff to mail a letter to solicit feedback from residents on their opinions on regulating overnight parking (Attachment #2). Overall, the City received 49 responses from the total 115 households, which equates to a 43% response rate. Below is a breakdown by street on those *in favor* of overnight parking and those *not in favor* of overnight parking on their streets:

Lemon Avenue	
<i>In Favor</i> of Restricting:	7
Not in Favor of Restricting:	0
Total Households Surveyed:	18
Braewood Drive	
<i>In Favor</i> of Restricting:	7
Not in Favor of Restricting:	0
Total Households Surveyed:	11
Gardi Street, West	
In Favor of Restricting:	8
Not in Favor of Restricting:	2
Total Households Surveyed:	27
Fairlee Avenue	
In Favor of Restricting:	2
Not in Favor of Restricting:	0
Total Households Surveyed:	6
Spring Point Drive	
<i>In Favor</i> of Restricting:	3
Not in Favor of Restricting:	1
Total Households Surveyed:	6
Oak Shade Road	
<i>In Favor</i> of Restricting:	2
Not in Favor of Restricting:	1
Total Households Surveyed:	9

Gardi Street, East	
In Favor of Restricting:	2
Not in Favor of Restricting:	3
Total Households Surveyed:	14
Freeborn Street	
In Favor of Restricting:	2
Not in Favor of Restricting:	5
Total Households Surveyed:	12
Elda Street	
<i>In Favor</i> of Restricting:	1
Not in Favor of Restricting:	3
Total Households Surveyed:	12

From an overall perspective, there were 34 in favor of restricting overnight parking and 15 who desired to <u>allow</u> it. Lemon, Braewood, Gardi (West), and Fairlee had a significant response to restrict parking. Spring Point and Oak Shade's response was a majority to restrict but still had a response to <u>allow</u> it. Gardi (East), Freeborn, and Elda had more responses to <u>allow</u> the parking, which may be due to the smaller lot sizes and limited parking spacing on the properties.

FINANCIAL ANALYSIS

This report does not pose a significant financial impact. Should the City Council desire to restrict parking in certain areas, the City may need to purchase and install signage to advise motor vehicle drivers of the overnight parking regulations.

STAFF RECOMMENDATION

It is recommended that the City Council direct Staff on how to proceed. If changes are desired, Staff will return with an ordinance that incorporates any directed changes to the City's municipal code.

ATTACHMENT #1

Sec. 4.01.1000. - Stopping, standing or parking on city streets during certain hours.

- (a) No person shall park any motor vehicle or leave standing any motor vehicle for a period exceeding two hours between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday on Braewood Drive.
- (b) No person shall park any motor vehicle or leave standing any motor vehicle between the hours of 4:00 a.m. and 5:00 a.m. on those certain public streets as set forth below:
 - (1) Mount Olive Drive.
 - (2) Mount Olive Lane.
- (c) Upon application to the City Manager on a form created for such purpose, any resident or homeowner's association may be granted authority to park on the streets or portions of streets described in subsections (a) or (b) for a limited period of time as required due to a special event.

(Prior Code, § 3202; Ord. No. 338, § 1(3202), 10-21-2014; Ord. No. 354, § 1, 3-20-2018)

Sec. 4.01.1005. - Removal of parked vehicles.

- (a) It shall be unlawful for any person in charge of any vehicle to stop, park, place or leave standing said vehicle, whether occupied or not, upon any street, vehicle parking lot, alley or public place, for 72 or more consecutive hours. Any regularly employed and salaried officer of the Chief of Police, or any Community Services Officer who is engaged in enforcing provisions of the Bradbury Municipal Code may remove or cause to be removed such vehicle from the place where found to an authorized garage, storage or impounding area as designated by the Chief of Police, or as otherwise authorized or provided in the Cal. Vehicle Code.
- (b) It is unlawful for any person in charge of any vehicle to stop or park or leave standing the vehicle, whether occupied or not, upon any street, vehicle parking lot, alley or other public place when the street, parking lot, alley or other public place or a portion thereof is necessary for the cleaning, repair or construction of the highway, or for the installation of underground utilities, and signs giving notice that such a vehicle may be removed are erected or placed at least 24 hours prior to the removal by local authorities pursuant to this section.

(Ord. No. 360, § 1, 11-20-2018)

Sec. 4.01.1010. - No parking areas.

(a) No person at any time shall park any motor vehicle or stop any motor vehicle except as may

be necessary to comply with an order or command of any enforcement officer on any streets or portions of streets hereinafter set forth:

- (1) Bradbury Hills Lane, both sides, for the entire length thereof.
- (2) Bradbury Hills Road, both sides, for the entire length thereof.
- (3) Bradbury Road, east side only, for the entire length thereof.
- (4) Lemon Avenue, north side only, for the entire length thereof.
- (5) Mount Olive Drive northerly of Woodlyn Lane to the City limits.
- (6) Royal Oaks Drive North, both sides, for the entire length thereof.
- (7) Winston Avenue, both sides, for the entire length thereof.
- (8) Woodlyn Lane, within gated area, both sides, for the entire length thereof.
- (9) Woodlyn Lane, outside gated area, both sides, for entire length thereof.
- (b) Upon application to the City Manager on a form created for such purpose, any resident or homeowner's association may be granted authority to park on the streets or portions of streets described in subsection (a) for a limited period of time as required due to a special event.

(Prior Code, § 3204; Ord. No. 338, § 1(3204), 10-21-2014; Ord. No. <u>354</u>, § 2, 3-20-2018)

Sec. 4.01.1020. - Moving a vehicle from one place to another on a road.

Whenever any Deputy Sheriff finds a vehicle standing upon a road in violation of <u>Section 4.01.1000</u>, such Deputy Sheriff may move such vehicle or require the driver or another person in charge of such vehicle to move the same to the nearest available position off the paved or improved or main traveled portion of such road.

(Prior Code, § 3205)

Sec. 4.01.1030. - Display of warning device when vehicle disabled.

When any vehicle is disabled on the paved or improved portion of any road, a warning signal consisting of flares, red lanterns, warning lights or reflectors of a type approved by the Department of Motor Vehicles shall be immediately placed at a distance of approximately 100 feet to the rear of such disabled vehicle. Said warning signals shall be displayed continuously during the time from a half-hour after sunset to a half-hour before sunrise and at any other time when there is not sufficient light to render clearly discernible any person or vehicle on the road at a distance of 500 feet while such vehicle remains disabled upon the paved or improved portion of a road.

(Prior Code, § 3206)

Sec. 4.01.1040. - The stopping, standing or parking of utility vehicles.

The foregoing restrictions in this article prohibiting the stopping, standing or parking of vehicles shall not apply to the driver or owner of any service vehicle owned or operated by or for or operated under contract with a utility or public utility, whether privately, municipally or publicly owned, used in the construction, operation, removal or repair of utility or public utility property or facilities, when such vehicle is stopped, standing or parked at the site of work involving the construction, operation, removal or repair of such utility or public utility or facilities upon, in, over, under or adjacent to a road, or of a vehicle, whether privately, municipally, or publicly owned, engaged in authorized work on the road; provided that warning devices are displayed as hereinafter specified:

- (1) During daylight such warning shall consist of:
 - a. A warning flag or barricade striping on the front and rear of such vehicle; or
 - b. A warning flag, sign, or barrier on the roadway not more than 100 feet or less than 50 feet in advance of the vehicle and not more than 100 feet or less than 50 feet to the rear thereof.
- (2) During the period from a half-hour after sunset to the half-hour before sunrise and at any other time when there is not sufficient light to render clearly discernible any person or vehicle on the road at a distance of 500 feet, such warning devices shall consist of:
 - a. One or more lights or fuses on the vehicle giving warning to approaching traffic from each direction; or
 - b. A warning light, flare, fuse or reflector on the roadway not more than 50 feet in advance of the vehicle and not more than 50 feet to the rear thereof.

(Prior Code, § 3207)

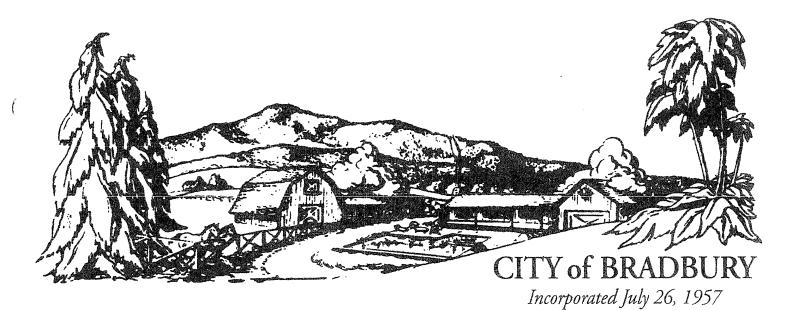
Sec. 4.01.1050. - The parking of oversize vehicles on public streets.

- (a) Except as provided in Subsections (b) and (c) of this section, no person shall park or leave standing upon any public street or highway within the City any oversize vehicle at any time. For the purposes of this section, the term "oversize vehicle" means any vehicle or combination of vehicles which exceeds 20 feet in length, or 80 inches in width, or 82 inches in height, or is in violation of Vehicle Code § 35100 et seq., as may be amended.
- (b) Notwithstanding the provision of Subsection (a) of this section, this section shall not apply to any person who is actually engaged in the loading or unloading of any noncommercial oversize vehicle or is actually engaged in making emergency repairs thereon. Further, this section shall not apply to any commercial oversize vehicle making pickups or deliveries of goods, wares, and merchandise from or to any building or structure located on a public street or highway within the City or delivering materials to be used in the actual and bona fide repair, alteration, remodeling, or construction of any building or structure upon a public street or highway within the City for which a building permit has previously been obtained.

- (c) Notwithstanding the provisions of Subsection (a) of this section, an oversize vehicle may be parked in a residential zone if a three-day parking pass is issued pursuant to this subsection. The purpose of the oversize vehicle parking pass is to give owners of oversize vehicles an opportunity to park adjacent to their residences for loading and unloading and to allow out-of-town visitors to park in front of the residence which they are visiting for a limited time period during the hours otherwise prohibited by Subsection (a) of this section. The provisions of this subsection shall not supersede any covenants, conditions and restrictions or other private agreements. The terms of such oversize parking passes shall be as follows:
 - (1) Oversize vehicle parking passes shall be issued by the City Manager or the designee thereof, or the County Sheriff's Department. Any bona fide resident may obtain an oversize vehicle parking pass to park such vehicle in front of their residence. Any out-of-town visitor of a residence may obtain an oversize vehicle parking pass authoring the visitor to park such vehicle in front of such residence. For purposes of this section, the term "out-of-town visitor" means any person who permanently resides in a city other than the City of Bradbury.
 - (2) To obtain an oversize vehicle parking pass, each applicant shall furnish their name and address, the license number of the oversize vehicle, the date of issuance and the day the parking pass is valid. Such pass shall be placed in the interior of the vehicle in such a manner as to be clearly visible to traffic enforcement officers.
 - (3) The oversize vehicle parking pass shall be issued in card form and shall include the identifying license number of the oversize vehicle and the location at which the applicant desires to park the vehicle.
 - (4) The oversize vehicle parking pass shall be valid for a maximum of three days. Upon expiration of an oversize vehicle parking pass issued under this section, the applicant may apply for and be granted a new oversize vehicle parking pass if the applicant still qualifies under the conditions set forth herein. In no event shall more than two oversize vehicle parking passes be issued to an applicant within a 30-day period.
 - (5) The City Council shall, by resolution, establish a fee for issuance of an oversize vehicle parking pass.
- (d) Violation of this section is hereby deemed to be a misdemeanor and is punishable according to the provisions of <u>Section 1.03.010</u>. Furthermore, pursuant to Vehicle Code § 22651, any oversize vehicle parked or left standing on a public street or highway in the City in violation of this section may be removed from the street or highway upon which such vehicle is parked or left standing.

(Prior Code, § 3209)

ATTACHMENT #2



November 22, 2019

RE: DISCUSSION ON ALTERING THE CITY'S OVERNIGHT PARKING REGULATIONS ON PUBLIC STREETS

Hello,

You are receiving this letter because your property is adjoining a public street in which regulations to the street may be altered.

The City of Bradbury currently does not allow overnight parking for the public streets of Mount Olive Drive and Mount Olive Lane. The following is a list of public streets that *allow* parking and do not have overnight restrictions:

- 1. Lemon Avenue, South Side of Street
- 2. Braewood Drive
- 3. Gardi Street, West
- 4. Fairlee Avenue
- 5. Spring Point Drive
- 6. Oak Shade Road
- 7. Gardi Street, East
- 8. Freeborn Street
- 9. Elda Street

The Bradbury City Council is currently having a discussion on altering the City's overnight parking regulations to not allow overnight parking on the above specified streets, and the City Council is soliciting feedback from the community. Your response to the following question will greatly assist the City Council in their discussions:

(Over)

What are your views on overnight parking on the public streets listed above?

(Please Check One)

I am <u>not</u> in favor of overnight parking

I am in favor of overnight parking

Name:

Address:

Additional Comments:

After completing the above, it is requested that you mail this paper response back to the City of Bradbury in the accompanying self-addressed envelope. Please ensure responses are received by Tuesday, December 17, 2019. Paper responses can also be delivered in person to City Hall.

The Bradbury City Council will be discussing the City's overnight parking regulations and is also soliciting community input at their next regularly scheduled meeting. You are invited to attend at the following date/time:

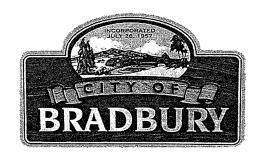
Bradbury City Council Meeting Tuesday, December 17, 2019, 7:00pm Bradbury Civic Center 600 Winston Avenue, Bradbury, CA

Your voice matters, and there are multiple ways to express your opinion. Comments can be made during the meeting at the date/time listed above. Additionally, letters will be accepted via mail at the address above, and emails are also accepted at the following email address: kkearney@cityofbradbury.org. Please be aware that comments, letters, and emails received will be a part of the public record.

If you have any questions regarding the City Council's process, please feel free to contact me at (626) 358-3218.

Sincerely,

Kevin Kearney *City Manager*



Richard T. Hale, Jr., Mayor (District 1) Monte Lewis, Mayor Po Tem (District 2) Richard Barakat, Council Member (District 3) Bruce Lathrop, Council Member (District 4) Elizabeth Bruny, Council Member (District 5)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: December 17, 2019

SUBJECT: Discussion on Regulations for Ground Cover

ATTACHMENTS: 1) Draft Ground Cover Regulation Language

SUMMARY

At the October meeting, the City Council directed Staff to agendize an item for discussion on Citywide regulations for ground cover. Staff has been working in conjunction with Councilmember Lathrop to draft initial language (Attachment #1) to assist with the facilitation of a discussion.

It is recommended that the City Council review the drafted language and determine if any alteration is needed. Should the City Council desire to proceed with ground cover regulations, Staff would return at a subsequent meeting with an Ordinance for review and approval.

DISCUSSION

Staff has been working in conjunction with Councilmember Lathrop to draft initial language to assist with the facilitation of a discussion on ground cover regulations. This language can be found in Attachment #1. Overall the language outlines where ground covering might be expected and details exclusions. For example, the language defines ground covering as "properly maintained vegetative growth, decorative rock, artificial turf, or fire-resistant bark or wood mulch." It also provides for exclusions, such as not requiring ground covering in an area that has equestrian training or stabling areas, as these areas typically have dirt.

Another exclusion is not requiring terrain with hillside slopes in excess of 25%. Typically,

turf is not recommended for slopes over 15%-20% due to irrigation runoff and difficulty in owing/maintaining. These proposed guidelines would exclude hillside areas from needing the ground cover for visual appeal purposes. Typically, however, hillside slopes generally need ground cover planting for erosion control, which serves more as a safety issue. When safety issues arise due to the lack of hillside ground cover, a property owner would be in violation of B.M.C. 9.109.030(2) – Unsafe land – which deals with unsafe land that may cause erosion, subsidence or surface water draining problems that would be injurious to the public health, safety and welfare.

Should the City Council decide upon regulations for ground cover, Staff would return at a later meeting with an Ordinance for review and approval. The Ordinance would be drafted so that the regulations are located in the City's property maintenance standards.

FINANCIAL ANALYSIS

The proposed recommendation would have minimal financial impact.

STAFF RECOMMENDATION

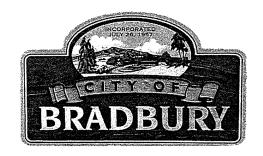
It is recommended that the City Council review the drafted language and determine if any alteration is needed. Should the City Council desire to proceed with ground cover regulations, Staff would return at a subsequent meeting with an Ordinance for review and approval.

ATTACHMENT #1

Draft Groundcover Regulation Language

Ground Coverings:

- (a) Where visible from a public or private street, all the following ground areas shall be covered with one or more of the following ground coverings: properly maintained vegetative growth, decorative rock, artificial turf, or fire-resistant bark or wood mulch:
 - a. Any areas within ten feet of a building or residence,
 - b. Any areas larger than fifteen by fifteen feet.
- (b) The ground covering requirement in subsection (a) does not apply to the following areas:
 - a. Driveways, walkways, ADA access paths of travel, and architectural accessories,
 - b. Areas shaded by native oak or pine trees or naturally covered by mulch from such trees.
 - c. Equestrian training and stabling areas regularly used for that purpose.
 - d. Terrain with hillside slopes in excess of 25%.
 - e. Orchards.
- (c) The City shall develop and maintain a list of ground coverage suggestions and a collection of model ground coverage plans to assist residents and landowners in meeting the requirement of this ordnance.



Richard T. Hale, Jr., Mayor (District 1) Monte Lewis, Mayor Po Tem (District 2) Richard Barakat, Council Member (District 3) Bruce Lathrop, Council Member (District 4) Elizabeth Bruny, Council Member (District 5)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Cary S. Reisman, City Attorney

DATE: December 17, 2019

SUBJECT: URGENCY ORDINANCE FOR ACCESSORY DWELLING UNITS

AND JUNIOR ACCESSORY DWELLING UNITS

ATTACHMENTS: 1) Emergency Ordinance No. 368

RECOMMENDATION

Staff recommends that the City Council adopt Urgency Ordinance No. 368.

AGENDA SUMMARY:

In 2019 a number of bills were enacted relating to Accessory Dwelling Units and Junior Accessory Dwelling Units. These bills further restrict local control and mandated new requirements. These new laws go into effect on January 1, 2020. Staff is presenting an urgency ordinance that will comply with the new State law. Public hearings on this issue will be held before the Planning Commission and City Council in the early part of 2020.

BACKGROUND:

During the last legislative session there were a number of bills enacted relating to Accessory Dwelling Units and Junior Accessory Dwelling Units. The Legislature has further restricted local control and mandated new requirements, including the approval of junior accessory dwelling units which is a unit of no more than 500 square feet contained within a single-family dwelling. If a city does not have an accessory dwelling unit ordinance that is compliant with State law, then any applications submitted will be processed under the State law requirements without any local input. As the new law goes into effect on January 1, 2020, it is necessary to adopt these changes through an Urgency Ordinance and then proceed with re-adoption through the regular manner which will

include noticed, public hearings before both the Planning Commission and City Council.

It is noted that the adopted legislation is ambiguous at best with regard to several matters. The ordinance presented by staff reflects our best interpretation, keeping in mind previous directives from the Department of Housing and Community Development ("HCD") and the Legislature's overriding intent this past legislative session to deal with California's housing crisis.

ANALYSIS:

The two primary bills that impacted accessory dwelling units were AB 68 and AB 881.

ASSEMBLY BILL 68

AB 68 relates to Junior Accessory Dwelling Units (JADUs). A JADU is an accessory dwelling unit that is built within a single-family residential structure and is no more than 500 square feet. It may have its own sanitation facilities, or could share with the primary residence. The JADU must have kitchen facilities.

Prior to this legislative session, a City was not required to have a JADU and Bradbury never enacted provisions allowing such units. That changed this year and JADUs are now required. If a City does not have an Ordinance, they will be approved in accordance with the provisions set forth in State law, although there is very little difference between the City's proposed ordinance and Government Code section 65852.22.

The proposed ordinance does not require the front door to be located on a different side of the house from the front door of the primary unit and specifies that application fees must be paid along with permit and inspection fees.

In a JADU, the owner must reside in either the accessory or primary dwelling unit. In contrast, in an ADU, the City cannot impose this restriction for the next five years.

ASSEMBLY BILL 881

AB 881 made a number of changes to the Accessory Dwelling Unit (ADU) provisions. Briefly:

- ADUs must now be allowed in all residential zones, albeit with some limitations.
 Additionally, in certain circumstances they are also required to be located in mixed-use zones.
- All ADUs, as well as JADUs, must be approved within 60 days if they meet the
 ministerial requirements. If the ADU or JADU is being proposed in conjunction with
 a new primary structure, the approval may be delayed until the primary structure
 is approved.

- The grounds on which ADUs may be denied are now limited to water, sewer, traffic flow and public safety. The proposed ordinance does prohibit ADU's and JADUs in the Hillside Development Overlay Zone in order to protect the public health and safety.
- The City may no longer have a minimum lot size for lots on which ADUs must be allowed.
- The law has been clarified to provide that ADUs must be allowed within a proposed or existing primary dwelling in addition to being attached or detached. The difference between an interior ADU and a JADU would primarily be the size.
- At most, the City may require a four-foot side and rear yard setback. No setbacks may be required if the ADU is being converted from or constructed in the exact same location as a permitted accessory structure, including a garage. Garage conversion requests must be approved and no replacement parking can be required for a garage that is removed as part of creating an ADU. Because of this, the Ordinance includes amendments to require all accessory structures to have at least a four-foot setback. This will eliminate zero lot line accessory building conversions in the future.
- Through January 1, 2025, the City can no longer impose an owner-occupancy requirement for ADUs and this requirement may not be imposed on any units approved during this time, even after January 1, 2025.
- With regard to size, the City can continue to require that the maximum size of an ADU be 50% of the size of the primary structure or up to 1,200 square feet, whichever is less. However, we must still allow an ADU that is at least 800 square feet that is up to 16' in height with at least a four-foot setback.
- Four categories of accessory dwelling units must be approved regardless of any other provisions for an ADU within a residential or mixed-use zone; these are:
 - An ADU within a proposed or existing single-family dwelling when certain conditions are met.
 - A detached ADU that is no more than 800 square feet, 16 feet high, and no more than four-foot side and rear yard setbacks. When this type of ADU is approved, the owner may also have a JADU within the house.
 - ADUs inside a multi-family dwelling in spaces that are not used as habitable spaces, such as storage rooms, boiler rooms, attics, basements, or garages provided the unit complies with the building code standards for dwellings.

The City must allow up to 25% of the number of existing units and a minimum of one.

- Two detached ADUs on a lot with a multifamily dwelling provided that each ADU is no greater than 16 feet in height and has minimum four-foot side and rear yard setbacks. State law does not impose a minimum size, but staff is recommending that an 800 square foot limit be imposed in this type of situation.
- With regard to the above four types of units, staff may not require correction of nonconforming zoning conditions.

OTHER BILLS:

SB 13 added section 17980.12 to the Health and Safety Code. Under this new requirement, through January 1, 2030, the City must include a notice to owners of ADUs with building code violations that they can seek to defer the corrections if it is not a matter of health and safety. If the City agrees, then enforcement shall be delayed for five years. This only applies to ADUs built before January 1, 2020 or to ADUs built after January 1, 2020 in a city that did not have a compliant ordinance, but does have one at the time the request for delay is made.

AB 670 added section 4751 to the Civil Code. This section provides that CC&Rs for lots zoned for single-family residential use many not prohibit or unreasonably restrict the construction or use of an ADU or JADU.

CEQA:

This Ordinance is exempt to CEQA pursuant to CEQA Guidelines section 15282(h) which provides a statutory exemption for the adoption of an ordinance regarding accessory dwelling units to implement the provisions of Section 65852.1 and 65852.2 of the Government Code. As the standards of Government Code section 65852.22 relating to junior accessory dwelling units are incorporated into Government Code 65852.2, this exemption covers junior accessory dwelling units as well. Regardless of whether the City adopts this Ordinance, accessory dwelling units and junior accessory dwelling units must be allowed in the City in accordance with the standards set forth in State Statute. Therefore, this Ordinance is categorically exempt under the common sense exemption of CEQA Guidelines section 15061(b)(3) which provides that CEQA does not apply where it can be seen with certainty that the project will not cause any impacts

ATTACHMENT #1

URGENCY ORDINANCE NO. 368

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA AMENDING THE ZONING PROVISIONS OF THE BRADBURY MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS IN ACCORDANCE WITH STATE LAW

WHEREAS, there is a shortage of affordable housing in California which has led to homelessness and causes people to drive longer distances to work or to double-up on housing space which impacts the quality of life and creates negative environmental impacts; and

WHEREAS, the California State legislature adopted more than eighteen housing bills in 2019 to deal with the housing problem; and

WHEREAS, one way to combat this problem is through the construction of accessory dwelling units (also known as second units, in-law units, and granny flats); and

WHEREAS, in order to encourage the construction of accessory dwelling units and junior dwelling units, the State Legislature has again amended Government Code section 65852.2 and section 65852.22; and

WHEREAS, the new State laws relating to accessory dwelling units and junior accessory dwelling units take effect on January 1, 2020 and the City is required to be in compliance with the new provisions by that time; otherwise the State provisions relating to these units will prevail and the City would lose local control; and

WHEREAS, if the City fails to amend its accessory dwelling unit ordinance and add provisions for junior accessory dwelling units, the provisions of State law will prevail; and

WHEREAS, there are potential issues relating to the permitting of accessory dwelling units and junior accessory dwelling units in areas of the City in very high fire hazard severity zones as shown in the City's General Plan, and those subject to Hillside Development Policies pursuant to Chapter 97 of the Bradbury Municipal Code; and

WHEREAS, there are potential concerns regarding both domestic and fire flow water supply capabilities, evacuation concerns, and the capacity of the City's wastewater system in the Hillside Development Overlay zone; and

WHEREAS, the City desires to amend its regulations to comply with State law; and

WHEREAS, the only way to be in timely compliance with the January 1, 2020 deadline is to adopt an urgency ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA. DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Sections 9.85.010 to 9.85.0150 of the Bradbury Municipal Code are hereby repealed.

SECTION 2. Chapter 85 of Part 5 of Title 9 is hereby added to the Bradbury Municipal Code to read as follows:

CHAPTER 85 ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

9.85.010 Purpose.

- A. In enacting this section, it is the intent of the city to encourage the provision of accessory dwelling units to meet a variety of economic needs within the city and to implement the goals, objectives, and policies of the housing element of the general plan. Accessory dwelling units provide housing for extended family members, students, the elderly in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods. Homeowners who create accessory dwelling units can benefit from added income, and an increased sense of security. Allowing accessory dwelling units in residential zones provides needed additional rental housing. This section sets forth the requirements for the establishment of accessory dwelling units consistent with Cal. Government Code §§ 65852.2 and 65852.22.
- B. In cases of conflict between this chapter and any other provision of this title, the provisions of this chapter shall prevail. To the extent that any provision of this Chapter is in conflict with State law, the mandatory requirement of State law shall control, but only to the extent legally required.

9.85.020 Definitions.

For purposes of this Chapter, the following definitions shall apply.

"Accessory dwelling unit" shall mean a dwelling unit that is attached, detached, or located within an existing or proposed residential dwelling which provides complete independent living facilities for one or more persons and includes permanent provisions for living, sleeping, eating, cooking and sanitation facilities on the same parcel of land as the residential dwelling.

"Junior accessory dwelling unit" shall mean an accessory dwelling unit that is no more than 500 square feet in size and contained entirely within a single-family residence. This does not include an attached garage or other attached accessory structure.

"Primary unit" shall mean an existing single-family dwelling, or the larger of two proposed units.

9.85.030 Applications.

- A. Applications for junior and accessory dwelling units shall be ministerially processed within 60 days of receipt of a complete application and approved if they meet the requirements of this Chapter.
- 1. If the application is submitted in conjunction with an application for a new single-family dwelling, the application for the junior accessory dwelling unit or accessory dwelling unit shall not be acted upon until the application for the new single-family dwelling is approved, but thereafter shall be ministerially approved if it meets all requirements within 60 days.
 - 2. The City shall grant a delay if requested by the applicant.
- B. All applications for Junior or/Accessory dwelling units shall be accompanied by an application fee.
- C. Junior accessory dwelling units and accessory dwelling units shall be subject to applicable inspection and permit fees.

9.85.040 Allowed Zones.

- A. An application for an accessory dwelling unit shall be approved by the City Manager or the City Manager's designee upon the City Manager's or designee's determination that the application meets all the requirements set out in Section Title 9 and specific plan areas as indicated in any specific plan other than those standards that are expressly inapplicable to accessory dwelling units.
- B. An accessory dwelling unit may only be constructed on a lot which contains an existing or proposed single-family dwelling or an existing multi-family dwelling.
- C. Based on the need to protect the public safety, no accessory dwelling units are permitted in any land in areas of the City in very high fire hazard severity zones as shown in the City's General Plan, and those subject to Hillside Development Policies pursuant to Chapter 97 of the Bradbury Municipal Code
- D. Accessory dwelling units shall not count in determining density or lot coverage and are considered a residential use consistent with the existing general plan and zoning designation for the lot.

9.85.050 Development Standards/Requirements – Accessory Dwelling Units.

A. Location/Number.

- 1. Attached and detached accessory dwelling units shall be required to be located on any lot with an existing or proposed single-family dwelling or an existing multi-family dwelling.
- 2. Attached and detached accessory dwelling units shall be located behind the front yard setback line of the primary residence in a single-family zone. However, this requirement shall not apply if the accessory dwelling unit is being converted from a legally existing accessory structure, including a garage, or constructed in the exact same location and to the exact same dimensions as a legal, previously existing accessory structure.
- 3. Only one accessory dwelling unit shall be allowed on a residentially zoned lot, unless otherwise permitted in accordance with Section 9.85.060 below.
- B. Type of building. An attached or detached accessory dwelling unit shall be a permanent structure on a permanent foundation with permanent provisions for living, sleeping, food preparation, sanitation, and bathing. A manufactured home as defined in California Health and Safety Code section 18007 shall qualify.
- C. Height. The height of an attached or detached accessory dwelling unit shall not be any higher than the primary unit and no higher than the height limit of the zoning district or specific plan in which it is located.
 - 1. In no event shall the allowed height be less than 16 feet.
- 2. The height may exceed the primary unit if it is built in an existing permitted space above a permitted garage
- D. Number of bedrooms. Both attached and detached accessory dwelling units may range in size from studio to 2 bedrooms.

E. Size.

- 1. Attached accessory dwelling unit.
- a. Maximum size the square footage of the accessory dwelling unit shall not exceed 50 percent of the existing or proposed family dwelling or 1,200 square feet, whichever is less. Notwithstanding the foregoing, an applicant shall be entitled to build an 800 square foot accessory dwelling unit provided that it is no more than 16 feet in height with at least four-foot side and rear yard setbacks.
- b. Minimum size the square footage of the accessory dwelling unit shall not be less than 250 square feet.
 - 2. Detached accessory dwelling.
- a. Maximum size/lot area less than 10,000 square feet the square footage of the accessory dwelling unit shall not exceed 50% of the existing or proposed dwelling unit. Notwithstanding the foregoing, an applicant shall be entitled to build an

800 square foot accessory dwelling unit provided that it is no more than 16 feet in height with at least four foot side and rear yard setbacks. Notwithstanding the foregoing, an applicant shall be entitled to build an 800 square foot accessory dwelling unit provided that it is no more than 16 feet in height with at least four-foot side and rear yard setbacks.

- b. Maximum size/lot area greater than 12,000 square feet the square footage of the accessory dwelling unit shall not exceed 50 percent of the existing or proposed family dwelling or 1,200 square feet, whichever is less. Notwithstanding the foregoing, an applicant shall be able to build an 800 square foot accessory dwelling unit provided that it is no more than 16 feet in height with at least four-foot side and rear yard setbacks.
- c. Minimum size the square footage of the accessory dwelling unit shall not be less than 400 square feet.
- 3. Interior accessory dwelling unit. The floor area of an interior accessory dwelling unit shall not exceed 50 percent of the primary structure or 800 square feet, whichever is less.

F. Setbacks.

- 1. Attached and detached accessory dwelling units shall be located behind the front yard setback line of the primary residence.
- 2. An accessory dwelling unit, including a unit added above a permitted garage, shall have rear and side yard setbacks of at least four feet.
- 3. The setback requirements in subsections F.1 and F.2 above shall not apply if the accessory dwelling unit is being converted from an approved accessory structure, including a garage, or being constructed in the same location and to the same dimensions as an approved existing accessory structure, including a garage.
- 4. Accessory dwelling units shall be required to comply with the requirements of the California Building Code relating to distance between buildings, as adopted in Title XVII of this Code.
- G. Lot Coverage. The lot coverage standards of the underlying zoning district or specific plan area where the unit is located shall control.
- H. Outdoor Living. For accessory dwelling units in single family zones, there must be outdoor living spaces that meet the following requirements:
- 1. Each unit shall have a separate usable outdoor living area of 400 square feet, with 15 feet minimum in any direction.
- 2. Outdoor living areas and the immediate surroundings shall be landscaped.

3. Outdoor living areas do not include parking areas, driveways, or front and rear yard setback areas.

I. Parking.

- 1. Parking shall be required at the rate of one space for each accessory dwelling unit. No parking spaces shall be required for an accessory dwelling unit created within an existing living space.
- Parking spaces may be provided through tandem parking on an existing driveway; provided, that such parking does not encroach into the public sidewalk.
- 3. Parking spaces for accessory dwelling units may be provided in paved portions of setback areas; provided, that the amount of paving does not exceed the total amount of paving and hardscaped areas that are otherwise allowed by this Title.
- 4. When a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit, such parking spaces need not be replaced.
- 5. Tandem parking and parking in setback areas shall not be allowed if the City Manager or delegee makes specific findings that such parking is not feasible based upon specific site or regional topographical, or fire and life safety conditions.
- 6. Notwithstanding any other provision of this subsection I, no parking shall be required for the accessory dwelling unit if any of the following conditions apply:
- b. The accessory dwelling unit is part of the existing primary residence or an existing accessory structure;
- c. When on-street parking permits are required, but not offered to the occupant of the accessory dwelling unit; or
- d. When there is a car share vehicle located within one block of the accessory dwelling unit.

J. Design.

- 1. The accessory dwelling unit shall be of the same architectural style, including roof design, and color as the primary unit.
- 2. Windows, doors, trim, and other architectural embellishments, shall be of a quality that meets or exceeds that of the primary unit.
- 3. Window placement shall be sensitive to maintaining privacy between dwelling units and accessory dwelling units.
- 4. The accessory dwelling unit shall have a separate entrance from the primary dwelling unit.

- 5. The accessory dwelling unit shall not alter the appearance of the primary single-family dwelling unit.
- K. Fire sprinklers shall be required in any accessory dwelling unit if they were required in the primary unit.
 - L. Utilities connections, fees and capacity charges.
- 1. For an accessory dwelling unit contained within an existing single-family residence, or an existing accessory structure meeting the requirements of section 9.85.160A.1 below, the city shall not require the installation of a new or separate utility connection between the accessory dwelling unit and the utility or impose a connection fee or capacity charge. Such requirement and charges may be imposed when the accessory dwelling unit is being constructed in connection with a proposed single-family residential dwelling.
- 2. For all other accessory dwelling units other than those described in subsection L.1 above, the city shall require a new or separate utility connection between the accessory dwelling unit and the utility and shall charge a connection fee or capacity charge that is proportionate to the burden of the proposed accessory dwelling unit based on the size or number of plumbing fixtures. The connection fee or capacity charge shall be proportionate to the burden of the proposed accessory dwelling unit based on the size or number of plumbing fixtures.

M. Impact Fees.

- 1. No impact fee shall be imposed on any accessory dwelling unit less than 750 square feet in size.
- 2. Notwithstanding any fee resolution to the contrary, for accessory dwelling units 750 square feet or greater, impact fees shall be charged proportionately in relation to the square footage of the primary dwelling.
- 3. All applicable public service and recreation impact fees shall be paid prior to occupancy in accordance with Government Code sections 66000 <u>et seq.</u> and 66012 <u>et seq.</u>
- 4. For purposes of this section, "impact fee" shall have the same meaning as set forth in Government Code section 65852.2(f).

9.85.060 Mandatory Approvals.

- A. Notwithstanding any other provision of this chapter, the City shall ministerially approve an application for any of the following accessory dwelling units within a residential or mixed-use zone:
- 1. A junior or accessory dwelling unit within the existing or proposed space of a single-family dwelling or accessory structure subject to the following requirements.
- a. An expansion of up to 150 square feet shall be allowed in an accessory structure solely for the purposes of accommodating ingress and egress.
- b. The junior or accessory dwelling unit shall have exterior access separate from the existing or proposed single-family dwelling.
 - c. The side and rear setbacks shall be sufficient for fire and safety.
- d. If the unit is a junior accessory dwelling unit, it shall comply with the requirements of Sections 9.85.070 and 9.85.080 below.
- 2. One detached accessory dwelling unit that does not exceed four foot side and rear yard setbacks on a lot with an existing or proposed single-family dwelling, provided that the unit shall not be more than 800 square feet and shall not exceed 16 feet in height.
- a. A junior accessory dwelling unit may be developed as a detached accessory dwelling unit so long as it complies with all requirements of Sections 9.85.070 and 9.85.080 below.
- 3. On a lot with a multifamily dwelling structure, up to 25 percent of the total multifamily dwelling units, but no less than one unit, shall be allowed within the portions of the existing structure that are not used as livable space, including, but no limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, provided that each unit complies with state building standards for dwellings.
- 4. On a lot with a multifamily dwelling structure, up to two detached units, provided that neither unit is greater than 16 feet in height and that both units have at least four-foot side and rear yard setbacks.
- B. For those accessory dwelling units which require mandatory approval, the City shall not require the correction of legal, nonconforming zoning conditions.

9.85.070 Junior Accessory Dwelling Units.

A. One junior accessory dwelling unit shall be allowed in single-family residential zones in conjunction with an existing or proposed single-family dwelling. A junior accessory dwelling unit may be allowed on the same lot as a detached accessory dwelling unit where the detached accessory dwelling unit is no larger than 800 square feet and no taller than 16 feet.

- B. The junior accessory dwelling unit shall be required to contain at least an efficiency kitchen which includes cooking appliances and a food preparation counter and storage cabinets that are of reasonable size in relation to the junior accessory dwelling unit.
- C. The junior accessory dwelling unit shall be required to have a separate entrance from the primary residence.
- D. The junior accessory dwelling unit may, but is not required to, include separate sanitation facilities. If separate sanitation facilities are not provided, the junior accessory dwelling unit shall share sanitation facilities with the single-family residence and shall have direct access to the single-family residence from the interior of the junior accessory dwelling unit.
 - E. No additional parking shall be required for a junior accessory dwelling unit.
- F. A junior accessory dwelling unit shall be required to comply with applicable building standards.
- G. The owner of property on which a junior accessory dwelling unit is constructed shall be required to abide by the following and record a deed restriction which shall run with the land and shall provide for the following:
- 1. A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence;
- 2. A prohibition from enlarging the junior accessory dwelling unit from being enlarged beyond 500 square feet;
- 3. A prohibition from renting either the primary dwelling unit or the junior accessory dwelling unit for less than 30 consecutive, calendar days;
- 4. A restriction that the owner resides in either the primary residence or the junior accessory dwelling unit. Notwithstanding the foregoing:
- a. The owner may rent both the primary residence and junior accessory dwelling unit to one party with a restriction in the lease that that such party may not further sublease any unit or portion thereof; and
- b. This restriction shall not apply if the owner of the single-family residence is a governmental agency, land trust, or housing organization; and
- 5. A statement that the deed restrictions may be enforced against future purchasers.

A copy of the deed restriction shall be filed with the Community Development Department after recordation.

- H. For the purposes of applying any fire or life protection ordinance or regulation, or providing service water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered to be a separate or new dwelling unit.
- I. The City shall not require the correction of legal, nonconforming zoning conditions for approval of a junior accessory dwelling unit.

9.85.080 Regulations.

A. Sales. Junior and accessory dwelling units cannot be sold separately from the primary unit.

B. Rental.

- 1. Neither the Junior or accessory dwelling unit, nor the primary residential dwelling unit, shall be rented for a period of less than 30 days.
- 2. The junior or accessory dwelling unit may be rented separate from the primary residence.

C. Owner/Occupancy.

- 1. No new accessory dwelling unit shall have an owner/occupancy requirement until January 1, 2025.
- 2. All junior accessory dwelling units shall have an owner/occupancy requirement.
- D. This Chapter shall in no way validate any existing illegal accessory dwelling unit nor shall it change a legal nonconforming unit to a conforming unit.
- E. An application for an accessory dwelling unit to convert an illegal and/or nonconforming accessory dwelling unit to a legal conforming accessory dwelling unit shall be subject to the same standards and requirements as for a newly proposed unit.
- F. Guesthouses that were previously approved and which have a valid building permit on file shall not be affected by this Chapter. However, an application to convert a guesthouse to an accessory dwelling unit shall be subject to this Chapter.
- G. Revocation. The community development director shall have the authority to revoke an accessory dwelling unit permit if one or more of the requirements of this chapter are no longer met.
- H. Enforcement. Until January 1, 2030, the City shall issue a statement along with a notice to correct a violation of any provision of any building standard relating to an accessory dwelling unit that provides substantially as follows:

You have been issued an order to correct violations or abate nuisances relating to your accessory dwelling unit. If you believe that this correction or abatement is not necessary to protect the public health and safety you may file an application with the City Manager. If the City determines that enforcement is not required to protect the health and safety, enforcement shall be delayed for a period of five years from the date of the original notice.

This provision shall only apply to units built before January 1, 2020.

SECTION 2. CEQA. This Ordinance is exempt to CEQA pursuant to CEQA Guidelines section 15282(h) which provides a statutory exemption for the adoption of an ordinance regarding accessory dwelling units to implement the provisions of Section 65852.1 and 65852.2 of the Government Code. As the standards of Government Code section 65852.22 relating to junior accessory dwelling units are incorporated into Government Code 65852.2, this exemption covers junior accessory dwelling units as well. Regardless of whether the City adopts this Ordinance, accessory dwelling units and junior accessory dwelling units must be allowed in the City in accordance with the standards set forth in State Statute. Therefore, this Ordinance is categorically exempt under the common sense exemption of CEQA Guidelines section 15061(b)(3) which provides that CEQA does not apply where it can be seen with certainty that the project will not cause any impacts.

<u>SECTION 3</u>. Effective Date. This Ordinance shall take effect immediately pursuant to Government Code section 36937. The grounds constituting the urgency are set forth in the Whereas clauses of this Ordinance.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional.

SECTION 5. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

<u>SECTION 6</u>. Transmission to HCD. The City Clerk shall send a copy of this Ordinance to the Department of Housing and Community Development as required by State law.

PASSED, APPROVED AND ADOPTED this 17th day of December, 2019.

	Mayor
ATTEST:	
City Clerk	
ordinance, being Urgency Ordinance	e City of Bradbury, do hereby certify that the foregoing No. 368, was introduced at a regular meeting held on the passed, approved and adopted by the City Council of the
AYES:	
NOES:	
ABSENT:	
	City Clerk