AGENDA

A REGULAR MEETING
OF THE CUDAHY CITY COUNCIL
and JOINT MEETING of the
CITY OF CUDAHY AS SUCCESSOR AGENCY and HOUSING SUCCESSOR AGENCY
TO THE CUDAHY DEVELOPMENT COMMISSION
Tuesday, January 21, 2020 – 6:30 P.M.

Written materials distributed to the City Council within 72 hours of the City Council meeting shall be available for public inspection in the City Clerk’s Office at City Hall located at 5220 Santa Ana Street, Cudahy, CA 90201.

In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, you should contact the City Clerk’s Office at (323) 773-5143 at least 72 hours in advance of the meeting.

Rules of Decorum

“Members of the Public are advised that all PAGERS, CELLULAR TELEPHONES and any OTHER COMMUNICATION DEVICES are to be turned off upon entering the City Council Chambers.” If you need to have a discussion with someone in the audience, kindly step out into the lobby.

Under the Government Code, the City Council may regulate disruptive behavior that impedes the City Council Meeting.

Disruptive conduct may include, but is not limited to:
• Screaming or yelling during another audience member’s public comments period;
• Profane language directed at individuals in the meeting room;
• Throwing objects at other individuals in the meeting room;
• Physical or verbal altercations with other individuals in the meeting room; and
• Going beyond the allotted three-minute public comment period granted.

When a person’s or group’s conduct disrupts the meeting, the Mayor or presiding officer will request that the person or group stop the disruptive behavior, and WARN the person or group that they will be asked to leave the meeting room if the behavior continues.

If the person or group refuses to stop the disruptive behavior, the Mayor or presiding officer may order the person or group to leave the meeting room, and may request that those persons be escorted from the meeting room. Any person who, without authority of law, willfully disturbs or breaks up a City Council meeting is guilty of a misdemeanor. (Pen. Code, § 403.)
1. CALL TO ORDER

2. ROLL CALL

   Council / Agency Member Garcia
   Council / Agency Member Guerrero
   Council / Agency Member Lozoya
   Vice Mayor / Vice Chair Gonzalez
   Mayor / Chair Alcantar

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

   Presentation by Club de Oro

5. PUBLIC COMMENTS

   (Each member of the public may submit one comment card if he or she wishes to address the City Council. Only speakers that submit a comment card within the first 20 minutes of the meeting will be permitted to speak for three (3) minutes concerning items under the City Council’s jurisdiction, including items on the agenda and closed session items.)

   (Any person who, without authority of law, willfully disturbs or breaks up a City Council meeting is guilty of a misdemeanor. (Pen. Code, § 403.).)

6. CITY COUNCIL COMMENTS / REQUESTS FOR AGENDA ITEMS (Each Council Member is limited to three minutes.)

   (This is the time for the City Council / Agency to comment on any topics related to “City Business,” including announcements, reflections on city / regional events, response to public comments, suggested discussion topics for future council meetings, general concerns about particular city matters, questions to the staff, and directives to the staff (subject to approval / consent of the City Council majority members present, regarding staff directives). Each Council / Agency Member will be allowed to speak for a period not to exceed three (3) minutes. Notwithstanding the foregoing, the City Council Members shall not use this comment period for serial discussions or debate between members on City business matters not properly agendized. The City Attorney shall be responsible for regulating this aspect of the proceeding.)

7. CITY MANAGER REPORT (information only)

8. REPORTS REGARDING AD HOC, ADVISORY, STANDING, OR OTHER COMMITTEE MEETINGS
9. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

(Consideration to waive full text reading of all Resolutions and Ordinances by single motion made at the start of each meeting, subject to the ability of the City Council / Agency to read the full text of selected resolutions and ordinances when the item is addressed by subsequent motion.)
(COUNCIL / AGENCY)

Recommendation: Approve the Waiver of Full Reading of Resolutions and Ordinances.

10. CONSENT CALENDAR

(Items under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council / Agency Member so requests, in which event the item will be removed from the Consent Calendar and considered separately.)

AS CITY COUNCIL

A. Approval of the Local Agency Investment Fund (LAIF) for the Month of September 2019 (page 9)

Presented by Finance Director

Recommendation: The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of September 2019 in the amount of $5,014,345.41.

B. Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of September 2019 (page 13)

Presented by Finance Director

Recommendation: The City Council is requested to approve the Demands and Payroll in the amount of $1,125,330.79 including Cash and Investment Report by Fund for the month of September 2019.

C. Consideration to Review and Approve the Draft Minutes of December 17, 2019, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission (page 29)

Presented by Assistant City Clerk

Recommendation: The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for December 17, 2019.

D. Consideration to Adopt Resolution No. 20-02, Updating the Authorizing Agents for Operation and Management of the City ‘s Wells Fargo Bank Fund Accounts (page 43)
Presented by Finance Director

Recommendation: The City Council is requested to approve Resolution No. 20-02 to update the authorized agents for the City’s Wells Fargo Bank Fund Accounts.

AS SUCCESSOR AGENCY

E. Approval of the Recognized Obligation Payment Schedule for the Fiscal Period of July 1, 2020 to June 30, 2021 ROPS 20-21 (page 49)

Presented by Finance Director

Recommendation: The Successor Agency is requested to approve the Recognized Obligation Payment Schedule (ROPS) for the fiscal period of July 1, 2020 to June 30, 2021 (ROPS 20-21), for submission to the City of Cudahy Oversight Board.

F. Consideration to Adopt Resolution No. SA 20-01 for Approval of the Administrative Budget for Fiscal Period of July 1, 2020 to June 30, 2021) (page 57)

Presented by Finance Director

Recommendation: The Successor Agency is requested to adopt a proposed Resolution No. SA 20-01 approving the Administrative Budget for the Recognized Obligation Payment Schedule (ROPS) for the fiscal period of July 1, 2020 to June 30, 2021 (ROPS 20-21).

11. PUBLIC HEARING

A. A Public Hearing to Consider and Adopt Resolution No. 20-03 of the City of Cudahy City Council Approving Projects / Programs to the City Council for Community Development Block Grant (CDBG) Funding During the Fiscal Year (FY) 2020-21 (page 65)

Presented by CDBG Consultant

Recommendation: The City Council is requested to:

1. Consider the analysis performed by city staff pertaining to the Public/Planning Commission recommendations made for the FY 2020-21 CDBG Projects/Budget public hearing; and

2. Adopt Resolution No. 20-03, Approving Projects / Programs for Community Development Block Grant Funding during the 2020-21 Fiscal Year.
B. Adoption of Proposed Urgency Ordinance Amending Chapters 15.04 Through 15.34 of the Cudahy Municipal Code to Adopt the 2019 Los Angeles County Title 26, 27, 28, 29, 30, 31, and 33 Los Angeles County Amendments to the 2019 Edition of the California Building Codes Including the Building, Residential, Plumbing, Mechanical, Electrical, Green Building Standards and Existing Building Codes (page 89)

Presented by Building Official

Recommendation: The City Council is requested to:

1. Open the public hearing to receive comments on the proposed Urgency Ordinance No. 705, and then close the public hearing after receiving public comments; and

2. Consider Approving attached Urgency Ordinance No. 705, amending Chapters 15.04 Through 15.34 of the Cudahy Municipal Code to Adopt the Los Angeles County Titles 26, 27, 28, 29, 30, 31, and 33.

12. BUSINESS SESSION

A. Approval of Professional Services Agreement (PSA) with Global Urban Strategies, Inc. For Public Relations and Community Outreach Services (page 399)

Presented by City Manager

Recommendation: The City Council is requested to Award a Professional Services Agreement (PSA) to Global Urban Strategies, Inc. for Public Relations and Community Outreach Services for a three year term and a not-to-exceed three year amount of $249,000.

B. Consideration to Adopt Proposed Ordinance No. 706 of the City Council of the City of Cudahy Adding Chapter 5.10 to the Cudahy Municipal Code Relating to the Collection of Eviction Data in the City of Cudahy (page 687)

Presented by Assistant City Clerk

Recommendation: The City Council is requested to adopt proposed Ordinance No. 706 Adding Chapter 5.10 to Title 5, Business Licenses and Regulations, of the Cudahy Municipal Code Relating to the Collection of Eviction Data in the City of Cudahy.

13. COUNCIL DISCUSSION

A. Council Member Guerrero
i. Update on Status of City Properties

B. Mayor Alcantar

i. Traffic Studies

RECESS TO CLOSED SESSION

This is the time at which the City Council will meet in closed session to go over items of business on the closed session agenda. It should be noted that Councilman Guerrero will be participating from Bedwell Hall via teleconference. At this time, all persons other than Councilman Guerrero and City personnel authorized by either the City Manager or the City Attorney will not be allowed to remain in Bedwell Hall. Once closed session is completed and the City Council returns from closed session into open session, members of the public may then reenter the Council Chamber to rejoin the proceedings.

14. CLOSED SESSION

A. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator

Properties:
– 8100 Atlantic Ave., 4720 Santa Ana St., 8110 Atlantic Ave., 4734 Santa Ana St. (APN 6224-018-068, 069, 070, 071, 008)
– 8135 Atlantic Ave., 4629 Cecilia St., 8201 S. Atlantic, 4633 Cecilia St., 8221 S. Atlantic Ave. (APN 6224-022-001, 004, 002, 003, 012)
– 4819 Patata, 8420 S. Atlantic Ave. (APN 6224-034-014, 032, 040, 041)
– 4613/4615 Clara St., 7630 Atlantic Blvd., 7660 Atlantic Blvd., 7638 Atlantic Blvd., 7644 Atlantic Blvd. (APN 6226-022-002, 019, 020, 008, 021, 022, 023, 024)
– 4610 Santa Ana St. (APN 6224-019-014)

City Negotiators: Acting City Manager, Santor Nishizaki and City Attorney
Negotiating Parties: Cudahy LF, LLC
Under Negotiation: Price and terms of payment

B. Closed Session Pursuant to Government Code Section 54957 – Public Employee Employment/Appointment
Title: City Manager

C. Closed Session Pursuant to Government Code Section 54956.9(d)(4) – Conference with Legal Counsel to Discuss the Initiation of Litigation – One Matter

RECONVENE TO OPEN SESSION

15. CLOSED SESSION ANNOUNCEMENT
16. ADJOURNMENT

I, Richard Iglesias, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at Cudahy City Hall, Bedwell Hall, Clara Park, Lugo Park, and the City’s Website not less than 72 hours prior to the meeting. A copy of said Agenda is on file in the City Clerk’s Office.

Dated this 17th day of January, 2020-

Richard Iglesias
Assistant City Clerk
STAFF REPORT

Date: January 21, 2020
To: Honorable Mayor/Chair and City Council/Agency Members
From: Santor Nishizaki, Acting City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: Approval of the Local Agency Investment Fund (LAIF) for the Month of September 2019

RECOMMENDATION

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of September 2019 in the amount of $5,014,345.41.

BACKGROUND

1. In 1955, the Pooled Money Investment Account (PMIA) started. LAIF became part of the PMIA. The oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members consist of the State Treasurer, Director of Finance, and State Controller.

2. In 1977, LAIF was created as a voluntary program by Section 16429.1 et seq. of the California Government Code. The program was intended to be used as an investment alternative for California’s local governments and special districts. The LAIF continues today under State Treasurer Fiona Ma’s administration.

3. On September 1, 2019, the balance in LAIF was $5,014,345.41 (See Attachment).

5. On September 30, 2019, the balance in LAIF was $5,014,345.41 (See Attachment).
ANALYSIS

The voluntary program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian.

Cudahy Municipal Code Section 3.04.080 indicates, "Except as otherwise provided, no warrant shall be drawn or evidence of indebtedness issued unless there shall be at the time sufficient money in the treasury legally applicable to the payment of the same."

CONCLUSION

Once the City Council approves the September 2019 LAIF, the LAIF ending balance of $5,014,345.41 may be relied upon when determining whether or not there are sufficient funds available to pay demands and payroll as required by Cudahy Municipal Code Section 3.04.080.

FINANCIAL IMPACT

None

ATTACHMENT

Local Agency Investment Fund (LAIF) Balance
LOCAL AGENCY INVESTMENT FUND

General Account - City #98-19-225

Beginning Balance as of September 01, 2019 $5,014,345.41

Transfer to City operating account

LAIF Interest earned

Ending Balance as of September 30, 2019 $5,014,345.41

=========
STAFF REPORT

Date: January 21, 2020
To: Honorable Mayor/Chair and City Council/Agency Members
From: Santor Nishizaki, Acting City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of September 2019

RECOMMENDATION

The City Council is requested to approve the Demands and Payroll in the amount of $1,125,330.79 including Cash and Investment Report by Fund for the month of September 2019.

BACKGROUND

1. On December 13, 1993, Ordinance 476 was adopted and codified as Cudahy Municipal Code Section 3.04.080 indicating, "Except as otherwise provided, no warrant shall be drawn or evidence of indebtedness issued unless there shall be at the time sufficient money in the treasury legally applicable to the payment of the same."

2. On June 2019, the following demands and payroll have been audited by the Finance Department:

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ANALYSIS

The Check Register Report (Attachment A), Payroll Warrants including payroll taxes and insurance premiums (Attachment B), Cash and Investment Report by Fund September 2019 (Attachment C) indicate that the cash and investment balance was sufficient for disbursements for the month of September 2019, (Attachment D) a summary of cash received and disbursed by month during Fiscal Year (FY) 2019-20, and (Attachment E) a summary of cash received and disbursed by month during FY 2018-19 Cudahy Municipal Code Section 3.04.070 indicates, "...Budgeted demands paid by warrant prior to audit by the council shall be presented to the council for ratification and approval..."

CONCLUSION

The Finance Director certifies to the accuracy and availability of funds for payment. A Demand/Warrant Register has been submitted to the City Council for approval in accordance with Cudahy Municipal Code Section 3.04.070.

FINANCIAL IMPACT

The Cash and Investment Report by Fund (Attachment C) indicates how the total disbursements of $1,125,330.79 were distributed between the funds of the City.

ATTACHMENTS

A. Check Register Report
B. Payroll Warrants including payroll taxes and insurance premiums
C. Cash and Investment Report by Fund September 2019
D. Summary of Cash Receipt / Disbursement by Month FY 2019-20
E. Summary of Cash Receipt / Disbursement by Month FY 2018-19
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Page 20 of 695
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<th>Void/Stop Date</th>
<th>Vendor Name</th>
<th>Check Description</th>
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<th>Amount</th>
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<td>39.00</td>
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<td>39.00</td>
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<td>Refreshments Volunteer Day</td>
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</table>

Page 22 of 695
# Check Register Report

**City of Cudahy**  
**Date:** 01/14/2020  
**Time:** 6:07 pm  
**BANK:** WELLS FARGO BANK  

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Check Date</th>
<th>Void/Stop Date</th>
<th>Vendor#</th>
<th>Vendor Name</th>
<th>Check Description</th>
<th>Gross</th>
<th>Discount</th>
<th>Amount</th>
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</thead>
<tbody>
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<td></td>
<td>0071-1</td>
<td>SO CAL GAS</td>
<td>5220 Santa Ana Street</td>
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<tr>
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<td>Shirts, Jackets, Sweater</td>
<td>764.15</td>
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<td>9991</td>
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<td>5631</td>
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Ref# | GL Number | Gross  | Discount | Amount  |
-----|-----------|--------|----------|---------|
33402 | 001-4020-6380.000 | 26.75  | 0.00     | 26.75   |
33404 | 001-4020-6380.000 | 36.27  | 0.00     | 36.27   |
33398 | 350-4430-6318.000 | 27.07  | 0.00     | 27.07   |
33399 | 201-4420-6318.000 | 13.29  | 0.00     | 13.29   |
33410 | 001-4350-6585.000 | 764.15 | 0.00     | 764.15  |
33395 | 001-4020-6396.000 | 104.98 | 0.00     | 104.98  |
33387 | 510-7116-6720.000 | 1,300.00 | 0.00    | 1,300.00|
33380 | 001-4025-6010.000 | 7.50   | 0.00     | 7.50    |
33381 | 001-4020-6010.000 | 21.00  | 0.00     | 21.00   |
33421 | 510-4642-6145.000 | 1,619.76 | 0.00    | 1,619.76|
33421 | 001-4020-6385.000 | 23.95  | 0.00     | 23.95   |
33421 | 201-4425-6390.000 | 261.70 | 0.00     | 261.70  |
33421 | 001-4020-6390.000 | 148.87 | 0.00     | 148.87  |
33421 | 001-4008-6080.000 | 657.72 | 0.00     | 657.72  |
33421 | 001-4410-6250.000 | 827.36 | 0.00     | 827.36  |
33421 | 201-4425-6150.000 | 827.37 | 0.00     | 827.37  |
33421 | 001-4020-6396.000 | 269.95 | 0.00     | 269.95  |
33421 | 001-4020-6080.000 | 394.34 | 0.00     | 394.34  |
33421 | 001-4020-6375.000 | 460.50 | 0.00     | 460.50  |
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Check Amount: 6,801.36

Total Checks: 68

Bank Total(excluding void checks): 951,738.33

Grand Total(excluding void checks): 951,738.33
CITY OF CUDAHY
Payroll Warrants including payroll taxes and insurance premiums:

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<td>25202-25249</td>
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<td>Voided Warrants</td>
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<td>CalPERS Direct Deposit (b)</td>
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<td>CalPERS Direct Deposit (c)(f)</td>
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<td>Payroll taxes (d)</td>
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Note (a) - Employees / Council Members / Commissioners
Note (b) - Payments for CalPERS medical insurance
Note (c) - Payments for CalPERS retirement contributions
Note (d) - Federal and State payroll taxes
Note (e) - GASB 68 Report from PERS
Note (f) - Check 25106-25149 issued in August 2019
### Cash and Investment Report by Fund September 2019

**July 1, 2019 Inflow**

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<td>6,501.15</td>
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<td>-</td>
</tr>
<tr>
<td>265</td>
<td>Recycling Grant</td>
<td>14,765.67</td>
<td>63.54</td>
<td>14,819.21</td>
<td>-</td>
<td>-</td>
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<tr>
<td>270</td>
<td>C.O.P.S</td>
<td>80,409.13</td>
<td>56,335.69</td>
<td>102,114.62</td>
<td>55,947.62</td>
<td>-</td>
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<tr>
<td>275</td>
<td>CLEEP</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>282</td>
<td>State Park Clara Grant Phase 3</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>280</td>
<td>County Park Bond</td>
<td>27,073.98</td>
<td>27,606.59</td>
<td>-</td>
<td>54,680.57</td>
<td>27,490.00</td>
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<tr>
<td>305</td>
<td>Street Lighting Fund</td>
<td>(38,072.01)</td>
<td>14,564.32</td>
<td>(20,052.99)</td>
<td>-</td>
<td>-</td>
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<tr>
<td>390</td>
<td>Quimby Act Fund</td>
<td>64,976.64</td>
<td>279.80</td>
<td>65,256.44</td>
<td>-</td>
<td>-</td>
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<tr>
<td>510</td>
<td>CDBG</td>
<td>(92,014.14)</td>
<td>100,441.44</td>
<td>(90,692.48)</td>
<td>12,362.33</td>
<td>-</td>
</tr>
<tr>
<td>520</td>
<td>JAG 06ARRA JAG</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>540</td>
<td>FEMA</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>515</td>
<td>Federal STPL</td>
<td>803,956.50</td>
<td>3,462.03</td>
<td>805,075.00</td>
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<td>-</td>
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<tr>
<td>610</td>
<td>Successor Agencies</td>
<td>5,584,480.62</td>
<td>1,603,608.81</td>
<td>4,024,472.01</td>
<td>19,600.00</td>
<td>1,003,608.81</td>
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<tr>
<td>710</td>
<td>Youth Foundation</td>
<td>12,813.18</td>
<td>13,515.00</td>
<td>21,227.74</td>
<td>174.72</td>
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<td>720</td>
<td>Senior's Account</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>730</td>
<td>Refuse Assessment</td>
<td>-</td>
<td>5,148.33</td>
<td>4,239.21</td>
<td>909.12</td>
<td>-</td>
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<td></td>
<td><strong>Total</strong></td>
<td>13,214,704.13</td>
<td>3,373,531.18</td>
<td>6,357,441.20</td>
<td>10,230,794.11</td>
<td>574,906.88</td>
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<tr>
<td>0.00</td>
<td><strong>Sub-Total</strong></td>
<td>2,732,607.70</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total cash disbursements per September and Payroll Reports**

- AP disbursements
- Payroll - September 12, 2019, 2019
- Payroll - September 26, 2019

**Sub-Total** 1,126,330.79

Add: Total Bank charges in September 2019 3,086.10

Add: Successor Agency Debt Service 1,603,608.81

Add: Credit card charge - Membership and Training 582.00

**Total Cash Disbursements per June Cash & Investment Report** 2,732,607.70
## Summary of Cash Receipt/Disbursement by Month - FY 2019-20

<table>
<thead>
<tr>
<th>Date</th>
<th>Cash Receipts</th>
<th>Disbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2019</td>
<td>$941,452.89</td>
<td>1,457,035.28</td>
</tr>
<tr>
<td>August 2019</td>
<td>853,284.53</td>
<td>1,163,911.34</td>
</tr>
<tr>
<td>September 2019</td>
<td>574,912.21</td>
<td>2,732,703.03</td>
</tr>
</tbody>
</table>

### Notes:
- Note (a) - City liab. and workers comp insurance, and PERS unfunded pension liab.
- Note (b) - Design cost for Atlantic Blvd and 2 sheriff payments
- Note (c) - Successor Agency Debt Service Payment

<table>
<thead>
<tr>
<th>Date</th>
<th>Cash Receipts</th>
<th>Disbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2019</td>
<td>$1,866,520.76</td>
<td>2,435,791.50</td>
</tr>
<tr>
<td>August 2019</td>
<td>523,008.55</td>
<td>944,706.98</td>
</tr>
<tr>
<td>September 2019</td>
<td>289,200.74</td>
<td>1,037,656.13</td>
</tr>
</tbody>
</table>

### Notes:
- Note (1) - City liab. & workers comp insurance, and PERS unfunded pension liab.,
- Note (2) - 2 sheriff payments
- Note (3) - Virtual City Hall Software first installment
## City of Cudahy
### Summary of Cash Receipt/Disbursement by Month - FY 2018-19

<table>
<thead>
<tr>
<th>Date</th>
<th>All Funds</th>
<th>General Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cash Receipts</td>
<td>Disbursement</td>
</tr>
<tr>
<td>July 2018</td>
<td>691,772.52</td>
<td>923,546.53</td>
</tr>
<tr>
<td>August 2018</td>
<td>600,224.95</td>
<td>1,355,964.47</td>
</tr>
<tr>
<td>September 2018</td>
<td>671,668.80</td>
<td>3,057,462.54</td>
</tr>
<tr>
<td>October 2018</td>
<td>810,382.01</td>
<td>645,124.72</td>
</tr>
<tr>
<td>November 2018</td>
<td>522,560.70</td>
<td>1,549,730.19</td>
</tr>
<tr>
<td>December 2018</td>
<td>1,121,529.12</td>
<td>424,080.59</td>
</tr>
<tr>
<td>January 2019</td>
<td>3,785,470.66</td>
<td>1,208,844.24</td>
</tr>
<tr>
<td>February 2019</td>
<td>674,683.44</td>
<td>724,770.19</td>
</tr>
<tr>
<td>March 2019</td>
<td>687,121.16</td>
<td>1,074,540.91</td>
</tr>
<tr>
<td>April 2019</td>
<td>1,256,634.02</td>
<td>902,870.53</td>
</tr>
<tr>
<td>May 2019</td>
<td>3,908,451.88</td>
<td>895,863.14</td>
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<tr>
<td>June 2019</td>
<td>1,449,768.63</td>
<td>991,353.76</td>
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<tr>
<td>Total:</td>
<td>16,180,267.89</td>
<td>13,754,151.81</td>
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</tbody>
</table>

Note (a) - City liab. and workers comp insurance, general plan update, and PERS unfunded pension liab.

Note (b) - Debt service payment and 2 sheriff payments

Note (c) - Prop A exchange and 2 sheriff payments

Note (d) - Prop A exchange and refuse assessment

Note (e) - ROPS distribution from County and bi-annual motor-vehicle-in-lieu

Note (f) - 2 sheriff payments, refuse collection, and Maywood police dept furniture

Note (g) - Debt service payment

Note (h) - Cannabis fees, annual franchise fees, and refuse collection

Note (i) - Bi-annual motor-vehicle-in-lieu and ROPS bond payoff

Note (j) - Refuse collection, PARS - OPEB and Retirement Trust

<table>
<thead>
<tr>
<th>Date</th>
<th>General Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Receipts</td>
<td>Disbursement</td>
</tr>
<tr>
<td>July 2018</td>
<td>458,761.50</td>
</tr>
<tr>
<td>August 2018</td>
<td>303,501.54</td>
</tr>
<tr>
<td>September 2018</td>
<td>336,600.23</td>
</tr>
<tr>
<td>October 2018</td>
<td>403,268.29</td>
</tr>
<tr>
<td>November 2018</td>
<td>274,143.29</td>
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<tr>
<td>December 2018</td>
<td>686,428.02</td>
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<tr>
<td>January 2019</td>
<td>1,894,263.76</td>
</tr>
<tr>
<td>February 2019</td>
<td>389,638.14</td>
</tr>
<tr>
<td>March 2019</td>
<td>414,938.14</td>
</tr>
<tr>
<td>April 2019</td>
<td>790,947.57</td>
</tr>
<tr>
<td>May 2019</td>
<td>1,718,423.49</td>
</tr>
<tr>
<td>June 2019</td>
<td>430,702.05</td>
</tr>
<tr>
<td>Total:</td>
<td>8,101,616.47</td>
</tr>
</tbody>
</table>

Average Per Month:

<table>
<thead>
<tr>
<th>Cash Receipts</th>
<th>Disbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>736,510.59</td>
<td>760,988.48</td>
</tr>
</tbody>
</table>

Note (1) - City liab. & workers comp insurance, PERS unfunded pension liab., and general plan update

Note (2) - 2 sheriff payments

Note (3) - 2 sheriff payments

Note (4) - Bi-annual motor-vehicle-in-lieu

Note (5) - 2 sheriff payments and Maywood police dept furniture

Note (6) - Cannabis and annual franchise fees

Note (7) - Bi-annual-motor-vehicle-in-lieu

Note (8) - Payments to PARS Trust Fund (OPEB & Retirement Trust)
STAFF REPORT

Date: January 21, 2020
To: Honorable Mayor/Chair and City Council/Agency Members
From: Santor Nishizaki, Acting City Manager/Executive Director
By: Richard Iglesias, Assistant City Clerk
Subject: Consideration to Review and Approve the Draft Minutes of December 17, 2019, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission

RECOMMENDATION

The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for December 17, 2019.

BACKGROUND / ANALYSIS

Historically

The Municipal Clerk is one of the oldest professions in government, dating back to 1272 A.D., originating in England. The record keeper then was called Remembrancer; an English official whose job was to remind the Lord Treasurer and Barons of Court, of business pending.

Years later in the 1600’s when early colonist came to America, the office of the Clerk was one of the first offices to be established. Over the years the City Clerk’s office has become the core for local government, and the liaison to the residents of the Community. The Municipal Clerk (City Clerk) is the record keeper of a City’s recorded History.

William Bennett Munro a Canadian historian and political scientist, who taught at Harvard University and the California Institute of Technology, stated in one of his first textbooks written: “No other office in municipal service has so many contacts. It serves the Mayor, the City Council, the City Manager (when there is one), and all administrative departments,
without exception. All of them call upon it, almost daily, for some service or information. Its work is not spectacular, but it demands versatility, alertness, accuracy, and no end of patience. The public does not realize how many loose ends of city administration this office pulls together.”

Moving forward to the present time, the City Clerk’s office today is generally responsible for keeping record of City Council meetings; agreements; recordings of official documents; legal advertisements; municipal elections; commissions and committees current files; claims against the city; and other legal or official documents.

City Clerks in General Law cities are required to keep a record (minutes) of the proceedings of Council meetings (Government Code Sections 36814 and 40801). Minutes are the official record of a meeting which provides a record of the Council’s decisions and actions.

CONCLUSION

City Council is requested to approve the attached City Council / Agency Draft Minutes of the proceedings of December 17, 2019, City Council meeting.

FINANCIAL IMPACT

No Financial Impact.

ATTACHMENT

A. Draft Minutes December 17, 2019
B. Resolution No. 16-38, approving the City Clerk’s use of Summary Action Minutes as the Official Record of the City Council proceedings.
MINUTES

CUHDAHY CITY COUNCIL REGULAR MEETING and 
CITY OF CUHDAHY AS SUCCESSOR AGENCY and 
HOUSING SUCCESSOR AGENCY TO THE CUHDAHY 
DEVELOPMENT COMMISSION JOINT MEETING

December 17, 2019 6:30 P.M.

1. CALL TO ORDER

Mayor / Chair Gonzalez called the meeting to order at 6:36 p.m.

2. ROLL CALL

PRESENT: Council / Agency Member Guerrero
Council / Agency Member Lozoya
Council / Agency Member Garcia (arrived at 8:14 p.m.)
Vice Mayor / Vice Chair Alcantar
Mayor / Chair Gonzalez

ABSENT: None

ALSO PRESENT: Acting City Manager, Santor Nishizaki, City Attorney, Victor Ponto,
Assistant City Clerk, Richard Iglesias, Finance Director Steven Dobrenen,
Human Resources Manager, Jennifer Hernandez, and Junior Deputy City
Clerk, Andres Rangel

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Alcantar.

CITY ATTORNEY VICTOR PONTO MADE A RECOMMENDATION FOR COUNCIL TO MAKE
A MOTION TO AMEND THE AGENDA BY REMOVING AGENDA ITEM 12B, AND
POSTPONING IT TO A FUTURE COUNCIL MEETING. THE MOTION WAS MADE BY VICE
MAYOR ALCANTAR AND SECONDED BY COUNCIL MEMBER LOZOYA. THE MOTION
CARRIED (3-0-1) BY THE FOLLOWING ROLL CALL VOTE:

AYES: Lozoya, Alcantar, and Gonzalez
NOES: None
ABSENT: Garcia
ABSTAIN: Guerrero

4. PRESENTATIONS

Presentation by Glo Green Global, LLC

5. PUBLIC COMMENTS

Jack Guerrero, reminded the Council of the Councils commitment to engage in a methodical,
community driven, and transparent search to recruit a permanent city manager with the
competence and experience to address the challenges the City faces, with the temperament and
integrity to inspire the approbation of the people. He further recommended that a citizens advisory committee should be established to play an integral part in the recruitment process. He also emphasized the significance of improving the working relationship of the Council to attract highly qualified candidates. He went on to express his concerns regarding the City’s insufficient internal control environment. He asked the council to cooperate with him to remediate the current ineffective fiscal conditions together. He cited the latest list from the California State Auditor ranking the City in the bottom seven in the state with the highest evaluation of risk with the potential of waste, fraud, abuse, and mismanagement, reflecting years of severe financial mismanagement, as well as the failure of the City in addressing any of the remediation recommendations given by the state auditor. He urged and encouraged the new City Manager and Council to correct the errors made by previous council, and adopt a remediation plan to address the City’s lack of internal controls.

Pamela Munguía thanked the City Manager for attending the City’s procession event, noting the peacefulness of the event. She also requested the City Manager to provide bread and water for the audience in attendance, as that was a service that used to be provided but was eventually removed due to previous administration.

Susie de Santiago asked Council to approve agenda item 10E, as well as emphasizing the importance of commissioner attendance. She also requested that the search for the new city manager be community driven, so residents have an opinion in the City’s leadership. She concluded her comments by thanking the vice mayor for supporting a local boxer.

Marcos Covarrubias congratulated the new council, noting a different dynamic and newfound confidence following the change in administrative leadership. He also commented on noticing resident approval of the new city manager. He went on to request council to provide water bottles to the public as had been done in the past.

Patricia Covarrubias thanked Council for attending the procession event, and allowing it to be a successful event. She further commented that last night’s planning commission meeting was cancelled due to a lack of quorum. She noted planning commissioner Leslie Padilla has not been attending the commission meetings and suggested to remove her from the commission. She concluded her comments by asking the Council if a resident could receive a water bottle to alleviate her raspy throat.

6. COUNCIL COMMENTS

Jack Guerrero commented on the successful procession event that had a high turnout. He relayed several of his comments in Spanish. He reminded the Council of its commitment to engage in a methodical, community driven, and transparent search to recruit a permanent city manager with the competence and experience to address the challenges the City faces, with the temperament and integrity to inspire the approbation of the people. He further recommended that a citizens advisory committee should be established to play an integral part in the recruitment process. He also emphasized the significance of improving the working relationship of the Council to attract highly qualified candidates. He went on to express his concerns regarding the City’s insufficient internal control environment. He asked the council to cooperate with him to remediate the current ineffective fiscal conditions together. He cited the latest list from the California State Auditor ranking the City in the bottom seven in the state with the highest evaluation of risk with the potential of waste, fraud, abuse, and mismanagement, reflecting years of severe financial mismanagement, as well as the failure of the City in addressing any of the remediation recommendations given by the state auditor. He urged and encouraged the new City Manager and Council to correct the errors made by previous council, and adopt a remediation plan to address the City’s lack of internal controls.
Elizabeth Alcantar, congratulated Elizabeth Learning Center’s Cross Country Team’s second place. She also requested City staff to bring back the eviction collection data ordinance with non-emergency language for the first or second meeting of January. She further reminded residents of the City’s toy drive on the 22nd of December.

Jose Gonzalez, thanked the city manager for representing the City in Sacramento regarding the City’s recycling programs. He also noted the Sheriff’s commitment to keeping the City safe, as well as donating to the City’s toy drive. He concluded his comments by previewing the ambitious expansion programs the YMCA is going to have with the City.

7. CITY MANAGER REPORT (information only)

8. REPORTS REGARDING AD HOC, ADVISORY, STANDING OR OTHER COMMITTEE MEETINGS - NONE

9. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

Motion: It was moved by Vice Mayor Alcantar and seconded by Mayor Gonzalez to waive the full reading of resolutions and ordinances. The motion carried (4-0-1) by the following roll call vote.

AYES: Guerrero, Lozoya, Alcantar, and Gonzalez
NOES: None
ABSENT: Garcia
ABSTAIN: None

10. CONSENT CALENDAR (COUNCIL MEMBER GUERRERO PULLED ITEMS A, B, D, AND F FOR DISCUSSION)

A. Approval of the Local Agency Investment Fund (LAIF) for the Month of August 2019

Presented by the Finance Director

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of August 2019 in the amount of $5,014,345.41.

Motion: It was moved by Vice Mayor Alcantar and seconded by Council Member Lozoya to approve the Local Agency Investment Fund (LAIF) Report for the month of August 2019 in the amount of $5,014,345.41. The motion carried (3-0-1) by the following roll call vote.

AYES: Lozoya, Alcantar, and Gonzalez
NOES: None
ABSENT: Garcia
ABSTAIN: Guerrero

B. Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of August 2019

Presented by the Finance Director

The City Council is requested to approve the Demands and Payroll in the amount of $1,163,911.34 including Cash and Investment Report by Fund for the month of August 2019.
Motion: It was moved by Vice Mayor Alcantar and seconded by Council Member Lozoya to approve the Demands and Payroll in the amount of $1,163,911.34 including Cash and Investment Report by Fund for the month of August 2019. The motion carried (3-0-1) by the following roll call vote.

AYES: Lozoya, Alcantar, Gonzalez
NOES: None
ABSENT: Garcia
ABSTAIN: Guerrero

C. Consideration to Review and Approve the Draft Minutes of December 3, 2019, for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission

Presented by the Assistant City Clerk

The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for December 3, 2019.

Motion: It was moved by Vice Mayor Alcantar and seconded by Mayor Gonzalez to review and approve the City Council / Successor Agency Draft Minutes for December 3, 2019. The motion carried (4-0-1) by the following roll call vote.

AYES: Guerrero, Lozoya, Alcantar, Gonzalez
NOES: None
ABSENT: Garcia
ABSTAIN: None

D. Approve The 2017 and 2018 General Plan Annual Progress Reports Required by the State of California, Reporting Periods January 1, 2017 – December 31, 2017 and Reporting Periods January 1, 2018 – December 31, 2018

Presented by the Interim Community Development Manager

The City Council is requested to:

1. Adopt Resolution No. 19-31, approving the 2017 General Plan Annual Progress Report (APR); and

2. Adopt Resolution No. 19-32, approving the 2018 General Plan Annual Progress Report (APR); and

3. Authorize staff to file the 2017 and 2018 annual reports with the Governor’s Office of Planning and Research (OPR) and the California Department of Housing and Community Development (HCD).

Motion: It was moved by Vice Mayor Alcantar and seconded by Mayor Gonzalez to approve the 2017 and 2018 General Plan Annual Progress Reports required by the State of California, reporting periods January 1, 2017 – December 31, 2017 and reporting periods January 1, 2018 – December 31, 2018. The motion carried (2-0-0) by the following roll call vote.

AYES: Alcantar, and Gonzalez
NOES: None
E. Approval of Resolution No. 19-33 Changing the Regularly Scheduled Parks and Recreation Commission Meeting from Every Fourth Tuesday of Each Month to Every Fourth Thursday of each Month

Presented by the Parks and Recreation Coordinator

The City Council is requested to approve Resolution No. 19-33 changing the regularly scheduled Parks and Recreation Commission meeting date from every fourth Tuesday of each month to every fourth Thursday of each month.

Motion: It was moved by Vice Mayor Alcantar and seconded by Mayor Gonzalez to approve Resolution No. 19-33 changing the regularly scheduled Parks and Recreation Commission meeting date from every fourth Tuesday of each month to every fourth Thursday of each month. The motion carried (4-0-1) by the following roll call vote.

AYES: Guerrero, Lozoya, Alcantar, Gonzalez
NOES: None
ABSENT: Garcia
ABSTAIN: None

F. Adoption of Proposed Resolution No. 19-34 Replacing and Superseding Resolution No. 18-52, Designating Holidays on which City Offices Shall be Closed for Calendar Year 2020

Presented by the Human Resources Manager

The City Council is requested to adopt proposed Resolution No. 19-34 replacing and superseding Resolution No. 18-52, designating which holidays City offices will be closed for Calendar Year 2020.

Motion: It was moved by Vice Mayor Alcantar and seconded by Council Member Lozoya to adopt proposed Resolution No. 19-34 replacing and superseding Resolution No. 18-52, designating which holidays City offices will be closed for Calendar Year 2020. The motion carried (3-1-1) by the following roll call vote.

AYES: Lozoya, Alcantar, and Gonzalez
NOES: Guerrero
ABSENT: Garcia
ABSTAIN: None

11. PUBLIC HEARING - NONE

12. BUSINESS SESSION

A. Consideration to Approve a Professional Services Agreement with Vasquez & Company, LLP for Continued Audit Services

Presented by the Finance Director

1. Approve a Professional Services Agreement (PSA) between the City of Cudahy and Vasquez & Company, LLP for Audit Services and other services for an additional three
year term to audit Fiscal Years (FYs) 2018-2019, 2019-20, and 2020-21 with an option for two one-year extensions; OR

2. Approve a Professional Services Agreement (PSA) between the City of Cudahy and Vasquez & Company, LLP for Audit Services and other services for an additional five year term to audit Fiscal Years (FYs) 2018-2019, 2019-20, and 2020-21, 2021-22, and 2022-23.

Motion: It was motioned by Council Member Guerrero and Seconded by Vice Mayor Alcantar to approve a Professional Services Agreement with Vasquez & Company, LLP for continued audit services with the amendment the Council is formally notified of an engagement letter at a Council meeting before the start of every engagement between the City and Vasquez & Company. The motion carried (4-0-1) by the following roll call vote.

AYES: Guerrero, Lozoya, Alcantar, and Gonzalez
NOES: None
ABSENT: Garcia
ABSTAIN: None

B. Consideration to Approve a Professional Services Agreement with Global Urban Strategies, Inc. for Public Relations and Community Outreach Services

Presented by the Junior Deputy City Clerk

The City Council is requested to award a Professional Services Agreement (PSA) to Global Urban Strategies, Inc. for Public Relations and Community Outreach Services for a three year term at a not-to-exceed amount of $249,000.

THE ITEM WAS TABLED TO A FUTURE COUNCIL MEETING

13. COUNCIL DISCUSSION - NONE

RECESSED TO CLOSE SESSION AT 8:15 P.M.

14. CLOSED SESSION

DELIBERATING AS CITY COUNCIL

A. Closed Session Pursuant to Government Code Section 54957 – Public Employee Recruitment
Title of Position Under Consideration: City Manager

B. Closed Session Pursuant to Government Code Section 54957 – Public Employee Performance Evaluation
Title of Employee: City Manager

C. Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiator
City’s Designated Representative: Victor Ponto, City Attorney
Unrepresented Employee: City Manager

DELIBERATING AS CUDAHY SUCCESSOR AGENCY
D. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators
Property Location:
Site No. 1 Elizabeth Street Residential Property
5256 Elizabeth Street APN: 6224-001-014
5260 Elizabeth Street APN: 6224-001-015

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

E. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators
Property Location:
Site No. 2 Atlantic Avenue/Santa Ana Street Commercial Property
4734 Santa Ana Street APN: 6224-018-008
8110 South Atlantic Avenue APN: 6224-018-071
8100 South Atlantic Avenue APN: 6224-018-068
Santa Ana Street APN: 6224-018-070
4720 Santa Ana Street APN: 6224-018-069

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

F. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators
Property Location:
Site No. 3 Santa Ana Street Residential Property
4610 Santa Ana Street APN: 6224-019-014

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

G. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators
Property Location:
Site No. 4 Atlantic Avenue/Cecilia Street Commercial Property
8135 South Atlantic Avenue APN: 6224-022-001
4629 Cecilia Street APN: 6224-022-004
8201 South Atlantic Avenue APN: 6224-022-002
8221 South Atlantic Avenue APN: 6224-022-012
4633 Cecilia Street APN: 6224-022-003

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
H. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 5 Atlantic Avenue/Patata Street Commercial Property
4819 Patata Street APN: 6224-034-014
8420 South Atlantic Avenue APN: 6224-034-032 APN: 6224-034-040 Patata Street APN: 6224-034-041

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

I. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:
Site No. 6 Atlantic Avenue/Clara Street Commercial Property
4613 Clara Street APN: 6226-022-002
7660 South Atlantic Avenue APN: 6226-022-008
7630 South Atlantic Avenue APN: 6226-022-019 APN: 6226-022-020
7638 South Atlantic Avenue APN: 6226-022-023
7644 South Atlantic Avenue APN: 6226-022-022
No address APN: 6226-022-021 APN: 6226-022-024

Successor Agency Negotiator: Santor Nishizaki, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney
Negotiating parties: Chief Administrative Officer
Under Negotiation: Price and Terms

15. CLOSED SESSION ANNOUNCEMENT

Deputy City Attorney Victor Ponto reported that for each closed session item, direction was received, no further reportable action.

16. ADJOURNMENT

The City Council / Agency meeting was adjourned at 9:27 p.m.

Jose R. Gonzalez
Mayor
ATTEST:

______________________________
Richard Iglesias
Assistant City Clerk
RESOLUTION NO. 16-38


WHEREAS, pursuant to Section 2.20.010(1) of the Municipal Code of the City of Cudahy, the City clerk is required to perform such duties as are set forth in the Government Code and in the City’s Municipal Code and as the City Council from time to time shall direct or authorize; and

WHEREAS, under Government Code Section 40801, the City Clerk is tasked with keeping accurate records of the proceeding of the legislative body; and

WHEREAS, pursuant to Government Code Section 36814, the City Council shall cause the City Clerk to keep a correct record of its proceedings;

WHEREAS, the City Clerk currently prepares and keeps full written minutes of the City Council’s meetings and proceedings; and

WHEREAS, instead of summary minutes, the City Council now wishes for the City Clerk to prepare and keep summary action minutes as the official record of its meetings or proceedings; and

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct and incorporated herein by reference.

SECTION 2. The City Council hereby approves the use of summary action minutes as the official record of its meetings or proceedings in lieu of full form written minutes.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council and 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 by the City Council of the City of Cudahy at its regular meeting on this 12th day of December, 2016.
ATTEST:

Richard Iglesias
Deputy City Clerk

STATE OF CALIFORNIA  )
COUNTY OF LOS ANGELES  )  SS:
CITY OF CUDAHY  )

I, Richard Iglesias, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 16-38 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the Deputy City Clerk at a regular meeting of said Council held on the 12th day of December, 2016, and that said Resolution was adopted by the following vote, to-wit:

AYES: Garcia, Markovich, Hernandez, Sanchez

NOES: None

ABSENT: None

ABSTAIN: Guerrero
STAFF REPORT

Date: January 21, 2020
To: Honorable Mayor/Chair and City Council/Agency Members
From: Santor Nishizaki, Acting City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: Consideration to Adopt Resolution No. 20-02, Updating the Authorizing Agents for Operation and Management of the City’s Wells Fargo Bank Fund Accounts

RECOMMENDATION

The City Council is requested to approve Resolution No. 20-02 to update the authorized agents for the City’s Wells Fargo Bank Fund Accounts.

BACKGROUND

1. On April 21, 2015, the City Council adopted Resolution No. 15-15 authorizing agents for operation and management of the Wells Fargo Bank Fund Account.

2. On July 17, 2018, newly appointed Councilmember Jose Gonzalez took an oath of office and commenced his duties as a Councilmember.

3. On December 5, 2018, the County of Los Angeles Registrar-Recorder/County Clerk's Office provided the City Clerk's Office with the Official Canvass Certificate and the Official Statement of Votes Cast for the General and Special Municipal Election held on November 6, 2018.

4. On December 18, 2018, Councilmembers Christian Hernandez, Christian Markovich, and Baru Sanchez ended/finished their terms with the City.

5. On December 18, 2018, newly appointed Councilmembers Elizabeth Alcantar, Jack M. Guerrero, Blanca Lozoya, and Jose R. Gonzalez took an oath of office and commenced their duties as Councilmembers.
6. On December 18, 2018, the City Council adopted Resolution No. 18-61 authorizing agents for operation and management of the Wells Fargo Bank Fund Account.

7. On January 15, 2019, the City Council adopted Resolution No. 19-01 authorizing agents for operation and management of the Wells Fargo Bank Fund Account.

8. At the November 23, 2019 City Council meeting, the City Manager, Jose E. Pulido, was released as an agent of the operation and management of the Wells Fargo Bank Fund Account.

9. On November 23, 2019, the City Council appointed Santor Nishizaki as Acting City Manager.

The authorized agents for the City must be on file with the City’s banking institution. Agents of the City may act on behalf of the City to cause the debts of the City to be paid, namely payroll and accounts payable payments. Typically, City Ordinances require a combination of the Mayor and / or members of upper management to sign checks to be drawn upon the City accounts. Resolution No. 19-01 communicates to Wells Fargo Bank the new agents that the City of Cudahy has appointed for the purposes of signing accounts payable checks and payroll checks in accordance with Cudahy Municipal Code Section 3.04.050 and Section 2.28.10. Resolution No. 19-01 is designed to add Elizabeth Alcantar, Jack M Guerrero, and Blanca Lozoya, as an agents/check signers to the City’s Wells Fargo Accounts.

CONCLUSION

After the Council approves and adopts Resolution No. 20-02, the newly appointed Acting City Manager, Santor Nishizaki will be added as an agent/authorized check signer to the City’s Wells Fargo Bank accounts.

FINANCIAL IMPACT

None

ATTACHMENT

Resolution No. 20-02
RESOLUTION NO. 20-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY AUTHORIZING AGENTS FOR OPERATION AND MANAGEMENT OF THE WELLS FARGO BANK FUND ACCOUNT

WHEREAS, the City of Cudahy ("City"), a municipal corporation, organized and existing under and by virtue of the laws of the State of California, with its principal office at 5220 Santa Ana Street, Cudahy, CA 90201; and

WHEREAS, CITY OF CUDAHY is the complete and correct name of the Account Holder designating Agents to the WELLS FARGO BANK, N.A., located at 3508 E. Florence Avenue in the City of Huntington Park, CA 90255, hereinafter referred to as “Financial Institution”, as the Financial Institution of the City; and

WHEREAS, the City of Cudahy desires to add the below newly elected officials to the Wells Fargo Bank Fund account as “Agents”.

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. That the Financial Institution named above, doing business at any one or more of its offices or branches in the State of California, be and is hereby designated as a depository for the funds of this City, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies bearing the following appropriate number of signatures of the officials of the City: Any three (3) of the seven (7) named officers, employees, or the successors of the City of Cudahy, hereinafter referred to as “Agents,” whose names are shown below in this Section 1:

ELIZABETH ALCANTAR, MAYOR
JOSE R GONZALEZ, VICE MAYOR
CHRIS GARCIA, COUNCILMEMBER
JACK M GUERRERO, COUNCILMEMBER
BLANCA LOZOYA, COUNCILMEMBER
SANTOR NISHIZAKI, ACTING CITY MANAGER
STEVEN DOBRENEH, FINANCE DIRECTOR
SECTION 2. The Agents of the CITY OF CUDAHY whose names appear in the preceding Section 1 of this Resolution are hereby authorized and directed to produce to the Financial Institution a true and correct original execution of his/her signature on a form provided by the Financial Institution according to the procedures established by and between the Financial Institution and the City, if such signature is not already on file with the Financial Institution for the Wells Fargo Bank Fund Account.

SECTION 3. Pursuant to Section 3.04.050 and Section 2.28.10 of the Cudahy Municipal Code, the City Council finds:

A. That the Accounts Payable (AP) checks must bear the following combinations of signatures: Agents shall be the City Manager, a Councilmember and the third signature shall be any of the above authorized Agents. One of the required signatures may be affixed by stamping or otherwise placing a facsimile or such signature thereon.

B. That the Payroll checks must bear the following combination of signatures: Agents shall be one Councilmember and two signatures shall be any of the above authorized Agents. One of the required signatures may be affixed by stamping or otherwise placing a facsimile of such signature thereon.

SECTION 4. That the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the City's accounts with the Financial Institution bearing the approved combination of signatures of Agents, as authorized above, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for the deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or depositor of such item of the proceeds of the item.

SECTION 5. That a combination of three (3) signatures, are authorized to endorse all checks, drafts, notes and other items payable to or owned by this City for deposit with the Financial Institution, or for collection or discount by the Financial Institution, and to accept drafts and other items payable at the Financial Institution.

SECTION 6. That the above named Agents, in the approved signature combination, are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks or items of the City may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of this Resolution. The other arrangements and other acts may not be contrary to the provisions contained in this Resolution.
SECTION 7. That the authority hereby conferred upon the above named Agents, in the approved signature combination, shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where any account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this Resolution. Any such notice shall not affect any items in process at the time notice is given.

SECTION 8. This Resolution shall hereby supersede Resolution No. 19-01 and any other Resolution which is in conflict or inconsistent with the provisions of this Resolution.

SECTION 9. This Resolution shall take effect immediately upon its adoption by the City Council and 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 by the City Council of the City of Cudahy at its regular meeting on this 21ST DAY OF January 2020.

__________________________
Elizabeth Alcantar
Mayor

ATTEST:

__________________________
Richard Iglesias
Assistant City Clerk
CERTIFICATION

STATE OF CALIFORNIA  )
COUNTY OF LOS ANGELES  ) SS:
CITY OF CUDAHY  )

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 20-02 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 21st of January 2020, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

__________________________
Richard Iglesias
Assistant City Clerk
STAFF REPORT

Date: January 21, 2020
To: Honorable Chair and Agency Members
From: Santor Nishizaki, Acting City Manager/Executive Director
   By: Steven Dobrenen, Finance Director
Subject: Approval of the Recognized Obligation Payment Schedule for the Fiscal Period of July 1, 2020 to June 30, 2021 (ROPS 20-21)

RECOMMENDATION

The Successor Agency is requested to approve the Recognized Obligation Payment Schedule (ROPS) for the fiscal period of July 1, 2020 to June 30, 2021 (ROPS 20-21), for submission to the City of Cudahy Oversight Board.

BACKGROUND

1. On January 17, 2012, the City Council adopted Resolution No. 12-04 electing to serve as the Successor Agency to the Cudahy Community Development Commission.

2. On February 1, 2012, the former Cudahy Community Redevelopment Agency was dissolved pursuant to ABX1 26 (Stats 2011-12, 1st Ex Sess., Chapter 5), and collectively the AB X1 26, as amended by subsequent legislation, shall be referred to as the “State Redevelopment Dissolution Law.”

3. On February 1, 2012, the Successor Agency to the Community Development Commission of the City began performing its functions under the Dissolution Law, Parts 1.8 and 1.85 of the Health and Safety Code, as amended by Assembly Bill 1484 and other subsequent legislation (together, the “Dissolution Law”), to administer the enforceable obligations and otherwise unwind the former Agency’s affairs, all subject to the review and approval by the Oversight Board.

4. On June 27, 2012, Assembly Bill 1484 was signed into law to augment and expand the State
Redevelopment Dissolution Law by clarifying agencies’ roles in the dissolution process and changing the six-month ROPS submission schedule to an annual reporting process, beginning July 1, 2016.

5. On September 23, 2015, Governor Brown signed Senate Bill 107 into law to augment and expand the State Redevelopment Dissolution Law by imposing additional responsibilities on successor agencies and setting milestones for redevelopment dissolution, including a deadline of February 1, 2017 for the submission of future ROPS to State Department of Finance (DOF).

6. On January 15, 2019, the Successor Agency, pursuant to the Dissolution Law, approved ROPS 19-20 as it had passed all prior ROPS and thereafter submitted to DOF, and ultimately approved. Pursuant to Section 34 171(g) of Part 1.85, ROPS means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each fiscal period as provided in subdivision (m) of Section 34177.

ANALYSIS

AB X1 26 requires the Successor Agency to prepare a ROPS for each twelve-month period, beginning with the twelve month period July 1, 2020 to June 30, 2021. The ROPS essentially serves as an invoice between the Successor Agency and the Los Angeles County Auditor-Controller (County) and dictates how much former property tax increment will be released by the County for the twelve-month period to the Successor Agency to pay for enforceable obligations. Only payments listed on the ROPS may be made by the Successor Agency during this period.

Currently, the Successor Agency’s sources of revenue available to pay for costs listed on the approved ROPS include Former Tax Increment, now held by the County in the Redevelopment Property Tax Trust Fund (RPTTF).

Attachment A reflects the twelve-month estimated payment obligations for the Successor Agency in the online format provided by the DOF. The ROPS 20-21 will be submitted to the County, State Controller's Office (SCO) and the DOF by February 1, 2020, the statutory deadline.

CONCLUSION

It is recommended that the Successor Agency approve ROPS 20-21 for submission to the
Oversight Board meeting on January 27, 2020, to ensure a timely submission of ROPS 20-21. If the Successor Agency does not approve the ROPS 20-21 and accordingly would not allow the Oversight Board the opportunity to approve the ROPS 20-21 and submit ROPS 20-21 by February 1, 2020 the Successor Agency will be fined a civil penalty of $10,000 per day for the failure to submit on time.

**FINANCIAL IMPACT**

The Successor Agency should receive $3.34 million, subject to availability of RPTTF, in order to satisfy all former Redevelopment Agency debts and obligations, if approved by the Oversight Board and DOF.

**ATTACHMENT**

Proposed Recognized Obligation Payment Schedule (ROPS 20-21) – ROPS Detail
Recognized Obligation Payment Schedule (ROPS 20-21) - Summary
Filed for the July 1, 2020 through June 30, 2021 Period

**Successor Agency:** Cudahy  
**County:** Los Angeles

<table>
<thead>
<tr>
<th>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</th>
<th>20-21A Total (July - December)</th>
<th>20-21B Total (January - June)</th>
<th>ROPS 20-21 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Enforceable Obligations Funded as Follows (B+C+D)</td>
<td>$ 702,500</td>
<td>$ -</td>
<td>$ 702,500</td>
</tr>
<tr>
<td>B Bond Proceeds</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>C Reserve Balance</td>
<td>702,500</td>
<td>-</td>
<td>702,500</td>
</tr>
<tr>
<td>D Other Funds</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</td>
<td>$ 1,576,930</td>
<td>$ 1,057,175</td>
<td>$ 2,634,105</td>
</tr>
<tr>
<td>F RPTTF</td>
<td>1,451,930</td>
<td>932,175</td>
<td>2,384,105</td>
</tr>
<tr>
<td>G Administrative RPTTF</td>
<td>125,000</td>
<td>125,000</td>
<td>250,000</td>
</tr>
<tr>
<td>H Current Period Enforceable Obligations (A+E)</td>
<td>$ 2,279,430</td>
<td>$ 1,057,175</td>
<td>$ 3,336,605</td>
</tr>
</tbody>
</table>

**Certification of Oversight Board Chairman:**

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

/s/ Name

Title

Signature Date
<table>
<thead>
<tr>
<th>Item #</th>
<th>Payee Description</th>
<th>Project Area</th>
<th>Agreement #</th>
<th>Obligation Type</th>
<th>Agreement Execution Date</th>
<th>Agreement Termination Date</th>
<th>Project Name</th>
<th>Total # Obligation</th>
<th>ROPS 20-21A (Jul - Dec)</th>
<th>ROPS 20-21B (Jan - Jun)</th>
<th>Total ROPS 20-21</th>
<th>Fund Sources</th>
<th>Admin Reserve Fund Total</th>
<th>Admin Reserve Fund RPTTF Total</th>
<th>Admin Reserve Fund Procedural Total</th>
<th>Other Funds Admin RPTTF Total</th>
<th>Other Funds Admin Procedural Total</th>
<th>Other Funds ROPS Total</th>
<th>Other Funds ROPS RPTTF Total</th>
<th>Other Funds ROPS Procedural Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Fiscal Agent Fees</td>
<td>Citywide</td>
<td>10/28/1999</td>
<td>1001/2027</td>
<td>The Bank of New York Mellon Trust Company, N.A.</td>
<td>10/01/2027</td>
<td>Fiscal Agent Fees</td>
<td>$16,815,856</td>
<td>$3,336,605</td>
<td>$-</td>
<td>$702,500</td>
<td>2,279,430</td>
<td>Bond Proceeds Balance Funds Total</td>
<td>$1,451,580</td>
<td>$2,379,430</td>
<td>$-</td>
<td>$-</td>
<td>$2,279,430</td>
<td>$-</td>
<td>$-</td>
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<tr>
<td>9</td>
<td>Bond Disclosure Services</td>
<td>Citywide</td>
<td>06/27/2011</td>
<td>03/31/2027</td>
<td>HIL, Cohen &amp; Core</td>
<td>$-</td>
<td>Bond Disclosure Services</td>
<td>$2,100</td>
<td>$2,100</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>Annual fiscal continuing disclosure for bonds issued and Arbitrage Calculations</td>
<td>$24,916</td>
<td>$24,916</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
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<tr>
<td>13</td>
<td>City Reimbursement</td>
<td>Citywide</td>
<td>05/28/11</td>
<td>Citywide</td>
<td>City of Cudahy</td>
<td>$-</td>
<td>City Reimbursement</td>
<td>$524,916</td>
<td>$524,916</td>
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<td>$-</td>
<td>-</td>
<td>Loan Repayment</td>
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<td>$-</td>
<td>$-</td>
<td>$-</td>
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<td>17</td>
<td>County Deferral</td>
<td>Citywide</td>
<td>09/08/1981</td>
<td>Los Angeles County Taxing Entities</td>
<td>In accordance with the deferral provisions of the contractual agreement with the County and the Community Development Commission of the City of Cudahy</td>
<td>$-</td>
<td>County Deferral</td>
<td>$454,737</td>
<td>$454,737</td>
<td>$-</td>
<td>$-</td>
<td>-</td>
<td>Miscellaneous</td>
<td>Citywide</td>
<td>Citywide</td>
<td>Los Angeles County Taxing Entities</td>
<td>County and the Community Development Commission of the City of Cudahy</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>#</td>
<td>Project Name</td>
<td>Obligation Type</td>
<td>Agreement</td>
<td>Execution Date</td>
<td>Total Payee Description</td>
<td>Project Area</td>
<td>Total Obligation</td>
<td>Total Outst. Oblig.</td>
<td>Commission of the City of Cudahy</td>
<td>Citywide</td>
<td>Admin Costs</td>
<td>Citywide</td>
<td>Other Funds</td>
<td>Bond Proceeds</td>
<td>Reserve Balance</td>
<td>Other Funds</td>
<td>RPTTF Admin. Costs</td>
<td>Citywide</td>
<td>Bond Proceeds</td>
<td>Reserve Balance</td>
</tr>
<tr>
<td>----</td>
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<tr>
<td>23</td>
<td>Administrative</td>
<td>Reimbursement</td>
<td>City of Cudahy</td>
<td>02/01/2012</td>
<td>07/02/2048</td>
<td>Loan to cover shortfall in Administrative Expense</td>
<td>-</td>
<td>N</td>
<td>250,000</td>
<td>N</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>$125,000</td>
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<td>24</td>
<td>Successor Agency Admin. Cost</td>
<td>Loss of Reserves</td>
<td>Citywide</td>
<td>02/01/2012</td>
<td>07/02/2048</td>
<td>Greater of 3% of $250,000,000</td>
<td>-</td>
<td>-</td>
<td>262,155</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<td>$262,155</td>
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<td>$262,155</td>
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<tr>
<td>25</td>
<td>Refunding Bonds, Series 2018</td>
<td>Refunding of Existing Bonds</td>
<td>Citywide</td>
<td>09/13/2018</td>
<td>10/01/2027</td>
<td>Refunding of existing bond issues</td>
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<tr>
<td>26</td>
<td>Legal Counsel</td>
<td>Legal Fees</td>
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<td>08/30/2014</td>
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<td>189,917</td>
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<td>-</td>
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<td>$189,917</td>
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<tr>
<td>27</td>
<td>Property Maintenance</td>
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<td>Citywide</td>
<td>09/13/2009</td>
<td>09/30/2014</td>
<td>Property Maintenance</td>
<td>-</td>
<td>N</td>
<td>189,917</td>
<td>N</td>
<td>$189,917</td>
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<td>$189,917</td>
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<td>$189,917</td>
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## Cudahy
Recognized Obligation Payment Schedule (ROPS 20-21) - Notes
July 1, 2020 through June 30, 2021

<table>
<thead>
<tr>
<th>Item #</th>
<th>Notes/Comments</th>
</tr>
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<tbody>
<tr>
<td>8</td>
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<td>9</td>
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<td>53</td>
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</tbody>
</table>
STAFF REPORT

Date: January 21, 2020

To: Honorable Chair and Agency Members

From: Santor Nishizaki, Acting City Manager/Executive Director
By: Steven Dobrenen, Finance Director

Subject: Consideration to Adopt Resolution No. SA 20-01 for Approval of the Administrative Budget for Fiscal Period of July 1, 2020 to June 30, 2021

RECOMMENDATION

The Successor Agency is requested to adopt a proposed Resolution No. SA 20-01 approving the Administrative Budget for the Recognized Obligation Payment Schedule (ROPS) for the fiscal period of July 1, 2020 to June 30, 2021 (ROPS 20-21).

BACKGROUND

1. On January 17, 2012, the City Council adopted Resolution No. 12-04 electing to serve as the Successor Agency to the Cudahy Community Development Commission.

2. On February 1, 2012, the former Cudahy Community Redevelopment Agency was dissolved pursuant to ABX1 26 (Stats 2011-12, 1st Ex Sess., Chapter 5), and collectively the AB X1 26, as amended by subsequent legislation, shall be referred to as the “State Redevelopment Dissolution Law.”

3. On February 1, 2012, the State Redevelopment Dissolution Law requires the Successor Agency to prepare a proposed "Administrative Budget" for the period concurrent with the six-month fiscal period of each ROPS.

4. On June 27, 2012, Assembly Bill 1484 was signed into law to augment and expand the State Redevelopment Dissolution Law by clarifying agencies’ roles in the dissolution process and changing the six-month ROPS submission schedule to an annual reporting process, beginning July 1, 2016.
5. On September 23, 2015, Governor Brown signed Senate Bill 107 into law to augment and expand the State Redevelopment Dissolution Law by imposing additional responsibilities on successor agencies and setting milestones for redevelopment dissolution.

6. On January 15, 2019, Successor Agency prepared and approved the Administrative Budget for the fiscal period July 1, 2019 through June 20, 2020.

**ANALYSIS**

The approved Administrative Budget, which pertains to the Successor Agency’s “Administrative Cost Allowance,” will be listed on ROPS 20-21 and accordingly will be considered an enforceable obligation. Only those enforceable obligations listed and approved on the ROPS may be paid by funds from the Redevelopment Property Tax Trust Fund (RPTTF).

Administrative Cost Allowance is paid to the Successor Agency by the State from property tax revenues allocated by the Los Angeles County Auditor-Controller. This allowance has a limit of up to a maximum of 3% of the property tax allocated for enforceable obligations, but not less than $250,000 for any fiscal year, unless the Oversight Board reduces this amount. The allowance sought by the Successor Agency for such allowance through its proposed Administrative is $250,000.

Successor Agency staff and Successor Agency’s Fiscal Consultant, HdL Coren & Cone, have prepared and now submit to the Successor Agency the Administrative Budget for the period of July 1, 2020 to June 30, 2021 (Exhibit A to Resolution). Pursuant to Section 34177(j), an Administrative Budget is to include all of the following: (a) estimated amounts of the Successor Agency’s administrative costs for the upcoming twelve-month fiscal period (July 1, 2020 to June 30, 2021); (b) the proposed sources of payment for the costs identified in (a); and (c) proposals for arrangements for administrative and operations services provided by the City to the Successor Agency.

Under the State Redevelopment Dissolution Law, each ROPS includes a line item for the Successor Agency’s Administrative Budget for the applicable period and requires that the ROPS 20-21 be approved by the Successor Agency and Oversight Board and submitted to the State Department of Finance (DOF) as a part of the ROPS 20-21 by February 1, 2020. The ROPS is subject to review by the Oversight Board, DOF, and the County-Auditor Controller. If the DOF approves the ROPS enforceable obligations, the County-Auditor Controller allocates and remits funds from the RPTTF to be used for payments of the enforceable obligations listed on the ROPS.
CONCLUSION

If approved, the Administrative Budget will be submitted to the Oversight Board for review and approval at a regular meeting on January 27, 2020. Under Section 4177(k), the Successor Agency would then provide to the County of Los Angeles Auditor-Controller (County) the administrative cost estimates from the approved Administrative Budget that are to be paid from property tax revenues deposited into the Redevelopment Property Tax Trust Fund for such fiscal period.

FINANCIAL IMPACT

The Successor Agency will be reimbursed up to $250,000 for expenses and costs related to the dissolution of the former Cudahy Community Development Commission for the fiscal period of July 1, 2020 to June 30, 2021, if approved by the Oversight Board, and the State Department of Finance.

ATTACHMENT

Proposed Resolution No. SA 20-01 with Exhibit “A” – Cudahy Successor Agency Administrative Budget
RESOLUTION NO. SA 20-01

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER CUDAHY REDEVELOPMENT AGENCY (CUDAHY COMMUNITY DEVELOPMENT COMMISSION) APPROVING AN ADMINISTRATIVE BUDGET FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021 PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177 AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH

A. Pursuant to Part 1.85 of the Community Redevelopment Law (commencing with Health and Safety Code Section 34170) (“Part 1.85”), the Successor Agency to the former Cudahy Redevelopment Agency (Cudahy Community Development Commission) (“Successor Agency”) is required to undertake a number of actions related to winding down the affairs of the former Cudahy Redevelopment Agency (the “Former Redevelopment Agency”) pursuant to Health and Safety Code Section 34177(h).

B. In connection with the administration and operations of the Successor Agency, the Successor Agency is and will be utilizing the staff, facilities, and other resources of the City of Cudahy. The City Manager of the City serves as Executive Director of the Successor Agency, the Finance Director serves as Finance Officer of the Successor Agency, and the City Clerk or Deputy City Clerk serves as Secretary to the Successor Agency. Planning, finance, engineering, public works, legal and other City departments devote and are expected to devote substantial time with respect to the administration and operations of the Successor Agency, including gathering information relating to the Former Redevelopment Agency’s enforceable obligations, conferring with public officials representing governmental agencies, and undertaking other activities in connection with administration and operations of the Successor Agency.

C. Pursuant to Health and Safety Code Section 34171(d)(1)(F), contracts or agreements necessary for the administration or operation of the Successor Agency are enforceable obligations and pursuant to Health and Safety Code Sections 34178(a) and 34180(h), and the Successor Agency may enter into agreements with the City with the approval of the Oversight Board for the Successor Agency (the “Oversight Board”).

D. Pursuant to Health and Safety Code Section 34177(j), the Successor Agency is required to prepare a proposed administrative budget for each fiscal period and submit each proposed administrative budget to the Oversight Board for its approval. Each proposed administrative budget shall include all of the following: (1) estimated amounts for Successor Agency administrative costs for the applicable fiscal period; (2) proposed sources of payment for the costs identified in (1); and (3) proposals for arrangements for administrative and operations services provided by the City or another entity.

E. Pursuant to Health and Safety Code Section 34177(k), the Successor Agency is required to provide administrative cost estimates, from its approved administrative budget that are to be paid from property tax revenues deposited in the Redevelopment Property Tax Trust Fund, to the County Auditor-Controller for each applicable twelve-month fiscal period.
F. Staff of the Successor Agency seeks the Successor Agency’s approval of the administrative budget for the period beginning on July 1, 2020 through June 30, 2021 ("Administrative Budget 20-21"), in the form attached to this Resolution as Exhibit “A”, and the Successor Agency’s authorization to submit the approved Administrative Budget 20-21 to the Oversight Board for its approval and to forward the information required by Health and Safety Code 34177(k) to the County Auditor-Controller.

G. Administrative Budget 20-21 has been prepared in accordance with Health and Safety Code Section 34177(j) and is consistent with the requirements of the Health and Safety Code and other applicable law. The proposed source of payment of the costs set forth in Administrative Budget 20-21 is property taxes from the Redevelopment Property Tax Trust Fund of Los Angeles County established for the Successor Agency.

H. The activity proposed for approval by this Resolution is not a “project” for purposes of the California Environmental Quality Act ("CEQA"), as that term is defined by CEQA Guidelines Section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, in accordance with CEQA Section 15378(b)(5) of the Guidelines.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE CUDAHY REDEVELOPMENT AGENCY (CUDAHY COMMUNITY DEVELOPMENT COMMISSION) DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. This Resolution is adopted pursuant to the provisions of Part 1.85.

Section 3. The Successor Agency hereby approves the proposed administrative budget for the twelve-month fiscal period commencing July 1, 2020 and ending June 30, 2021 attached hereto as Exhibit “A” and incorporated herein by reference.

Section 4. The officers and staff of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, and any such actions previously taken by such officers and staff are hereby ratified and confirmed.

Section 5. The Successor Agency hereby determines that the activity approved by this Resolution is not a “project” for purposes of CEQA, as that term is defined by CEQA Guidelines Section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the CEQA Guidelines.
PASSED, APPROVED, AND ADOPTED this 21st day of January 2020.

____________________________________
Jose Gonzalez
Chair of the Successor Agency to the
Former Cudahy Redevelopment Agency

ATTEST:

_____________________________
Richard Iglesias
Secretary to the Successor Agency

CERTIFICATION

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS:
CITY OF CUDAHY )

I, Richard Iglesias, Secretary to the Successor Agency, do hereby certify that the above and foregoing Resolution No. SA 20-01 was passed, approved, and adopted by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency of the City of Cudahy, signed by the Chair and attested by the Secretary to the Successor Agency at a meeting of said Successor held on this 21st day of January 2020, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

___________________________________
Richard Iglesias
Secretary to the Successor Agency
### ESTIMATED ANNUAL ADMINISTRATIVE EXPENSES

<table>
<thead>
<tr>
<th>External Consultants</th>
<th>Costs</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attorney Costs</td>
<td>$20,000</td>
<td>RPTTF Administrative Allowance</td>
</tr>
<tr>
<td>Consultant Costs</td>
<td>$20,000</td>
<td>RPTTF Administrative Allowance</td>
</tr>
<tr>
<td>Auditor Fees</td>
<td>$15,000</td>
<td>RPTTF Administrative Allowance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Successor Agency Expenses</th>
<th>Costs</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Successor Agency rent and utilities</td>
<td>$10,000</td>
<td>RPTTF Administrative Allowance</td>
</tr>
<tr>
<td>Successor supplies</td>
<td>$1,000</td>
<td>RPTTF Administrative Allowance</td>
</tr>
<tr>
<td>Successor equipment</td>
<td>$500</td>
<td>RPTTF Administrative Allowance</td>
</tr>
<tr>
<td>Salaries and benefits</td>
<td>$140,000</td>
<td>RPTTF Administrative Allowance</td>
</tr>
<tr>
<td>Risk management/insurance</td>
<td>$39,000</td>
<td>RPTTF Administrative Allowance</td>
</tr>
<tr>
<td>Property maintenance</td>
<td>$4,500</td>
<td>RPTTF Administrative Allowance</td>
</tr>
</tbody>
</table>

Estimated Annual Total               | $250,000| RPTTF – Redevelopment Property Tax Trust Fund       |
STAFF REPORT

Date: January 21, 2020
To: Honorable Mayor/ Members of the City Council
From: Santor Nishiaki, Acting City Manager/Executive Director
By: Lissette Calleros, CDBG Consultant
Subject: A Public Hearing to Consider and Adopt Resolution No. 20-03 of the City of Cudahy City Council Approving Projects / Programs to the City Council for Community Development Block Grant (CDBG) Funding During the Fiscal Year (FY) 2020-21

RECOMMENDATION

The City Council is requested to:

1. Consider the analysis performed by city staff pertaining to the Public/Planning Commission recommendations made for the FY 2020-21 CDBG Projects/Budget public hearing; and

2. Adopt Resolution No. 20-03, Approving Projects / Programs for Community Development Block Grant Funding during the 2020-21 Fiscal Year.

BACKGROUND

1. On November 25, 2019, the LACDA updated its Planning Summary and notified the City that its current 2020-21 allocation is $364,105.74.

2. On December 6, 2020, the Community Development Advisory Board (Planning Commission) held a public hearing to solicit suggestions from the public and recommendations from the public and the Planning Commission for the use of funds for the FY 2020-21 CDBG allocation.
3. On January 8th, 2020, a public hearing notice soliciting suggestions and recommendations for City Council consideration for the use of CDBG funds for FY 2020-21 was posted at City Hall and three other public buildings (i.e., Bedwell Hall, Clark Park, and Lugo Park) within the City.

ANALYSIS

The United States Department of Housing and Urban Development (HUD) is responsible for administering the CDBG program. In order to receive funds, a city must submit an annual application to HUD. The City of Cudahy submits its application through the Los Angeles County Community Development Commission (LACDA).

Prior to each new fiscal year, the LACDA notifies the City of its final CDBG allocation for the coming fiscal year. At this time, the LACDA also distributes the forms that the City must submit to receive these CDBG funds and conduct training sessions on the preparation of these forms.

In considering potential projects and programs for funding, it should be pointed out that up to 15% of the coming year’s allocation, or $54,615.86, can be budgeted for public services. Administrative delivery services for the Housing Rehabilitation Programs are not to exceed 20 percent of their recommended budgets. The public hearing notices posted at City facilities informed the community that the Cudahy Planning Commission would consider the various suggestions it receives at this public hearing prior to recommending specific projects and budgets for approval by the City Council.

The primary national objectives of the CDBG program are to undertake activities that benefit low and moderate-income persons, and/or eliminate slum and blight conditions. The program requires that a minimum of 70 percent of the program funds be expended on activities that benefit low and moderate-income persons (Attachment A - 2019 HUD Income Limits).

ELIGIBLE ACTIVITIES FOR FUNDING

The types of activities that can be funded under the program provided that they meet one of the national objectives stated above; include the following:

- Land acquisition and disposition;
- Development of, and improvements to, public facilities;
- Street and other infrastructure improvements;
- Demolition and clearance of property improvements;
- Code Enforcement;
• Public service activities;
• Housing and commercial rehabilitation;
• Economic development activities; and
• Program administration.

INELIGIBLE ACTIVITIES

There are certain activities or projects for which CDBG funds cannot be used. These ineligible activities include (Attachment B - CDD HUD Codes and Definitions):

• Construction of city halls, county administrative buildings, or other facilities in which the legislative, judicial, or general administrative affairs of the government are conducted;
• Purchase of equipment, unless otherwise required for program purposes;
• Operating and maintenance expenses;
• General government expenses; and
• Political activities.

PROPOSED PROJECTS

• The CDBG Projects and Budgets being proposed to the City Council for the FY 2020-21 Program Year are as follows:

<table>
<thead>
<tr>
<th>Project Name</th>
<th>FY 2019-20 CDBG Allocation</th>
<th>Proposed FY 2020-21 CDBG Allocation</th>
<th>Projected General Fund Allocation</th>
<th>Total Program Costs FY 2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code Enforcement</td>
<td>$150,000.00</td>
<td>$150,000.00</td>
<td>$0.00</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>Single Unit Housing Rehabilitation</td>
<td>$86,357.00</td>
<td>$116,086.88</td>
<td>$0.00</td>
<td>$116,086.88</td>
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<tr>
<td>Business Assistance</td>
<td>$53,403.00</td>
<td>$43,403.00</td>
<td>$9,451.00</td>
<td>$52,854.00</td>
</tr>
<tr>
<td>Clara &amp; Cudahy Park Restroom Rehabilitations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Projects Combined) 2-yr Project</td>
<td>$317,189.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Subtotal Budget</td>
<td>$606,949.00</td>
<td>$309,489.88</td>
<td>$9,451.00</td>
<td>$318,940.88</td>
</tr>
<tr>
<td>Public Service - Project Names 15% Cap ($54,615.86)</td>
<td>FY 2019-20 CDBG Allocation</td>
<td>Proposed FY 2020-21 CDBG Allocation</td>
<td>Projected General Fund Allocation</td>
<td>Total Program Costs FY 2020-21</td>
</tr>
<tr>
<td>Clara Street Park Food Distribution</td>
<td>$37,854.00</td>
<td>$34,615.86</td>
<td>$3,229.14</td>
<td>$37,845.00</td>
</tr>
<tr>
<td>Senior Services (HSA)</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td>$0.00</td>
<td>$20,000.00</td>
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### Public Service Budget

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<th>Subtotal</th>
<th>$57,854.00</th>
<th>$54,615.86</th>
<th>$3,229.14</th>
<th>$57,845.00</th>
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<tr>
<td>Grand Total</td>
<td>$664,803.00</td>
<td>$364,105.74</td>
<td>$12,680.14</td>
<td>$376,785.88</td>
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</tbody>
</table>

### Ongoing Programs/Projects (funded in previous years)

- **Clara Street Park Food Distribution Program**
  
  Activity Summary – This continuing program will provide a monthly food distribution for Cudahy residents. Once a month, households will receive various food products. The food will be distributed at Clara Street Park. This program will provide food supplies to approximately 800 residents and will provide for up to 3,000 residents over the course of the fiscal year.

- **Business Assistance Program**
  
  Activity Summary – This is a continuing project that will provide funds to assist 28 existing/potential new business owners in retaining, expanding, or opening a business in the City of Cudahy. The program offers assistance with completing applications for permits and business licenses and will provide technical assistance through one-to-one consultations, trainings, and workshops to address the needs of the City's business community. Topics will include but are not be limited to business expansion plans, how to market your business, how to obtain a business loan, and how to strengthen your business. These services will be delivered to the business community by city staff, long-time business owners, and commercial bank personnel.

- **Code Enforcement Program**
  
  Activity Summary – This continuing project aids in addressing the decline of residential and neighborhood commercial businesses located in the following designated areas: Census Tracts 5338.06, 5343.01, 5343.02, 5343.03, 5344.03, 5344.04, 5344.05, and 5344.06, which have been deemed deteriorating or deteriorated. This program together with the CDBG-funded City program Single-Unit Housing Rehabilitation is expected to prevent the decline of the area. The following are the most common violations that will be addressed through this CDBG-funded activity: prohibited conditions, unsightliness, and building code violations.

- **Single Unit Housing Rehabilitation Program**
Activity Summary – This is a continuing project offering grants (up to $10,000 each for single-family home), below-market interest rate loans (no maximum amount, interest rates from 3% to 6%), and emergency grants (up to $1,500). Programs may be used in combination. These programs are designed to assist existing low-to-moderate income households with the repair or rehabilitation of owner-occupied units.

- **Senior Activities Program (Human Services Association - HSA)**
  Activity Summary – This is a continuing project that will provide funding to assist seniors in the community by promoting health and wellness activities to aid in a better quality of life. The program will be available to all seniors residing in the City.

**CONCLUSION**

Staff recommends that the City Council review and approve the projects / programs for Community Development Block Grant (CDBG) funding for Fiscal Year (FY) 2020-21 by adopting Resolution No. 20-03

**FINANCIAL IMPACT**

It is estimated that the CDBG funding allocation for FY 2020/21 will be approximately $364,105.74.

**ATTACHMENTS**

A. 2019 Revised Income Limits Guide  
B. CDD HUD Codes and Definitions  
C. Resolution No. CDAB 19-01, Recommending Projects / Programs for Community Development Block Grant Funding During the 2020-21 Fiscal Year.  
D. Resolution No. 20-03, Approving Projects / Programs for Community Development Block Grant Funding during the 2020-21 Fiscal Year.
TO: PARTICIPATING CITIES
COMMUNITY-BASED ORGANIZATIONS
OTHER PUBLIC AGENCIES
COUNTY DEPARTMENTS
CDC DIVISIONS

The 2019 income guidelines (effective April 24, 2019) for use in Community Development Block Grant (CDBG), Bringing Families Home (BFH), and Family Reunification Housing Subsidy (FRHS) programs are listed below. These guidelines should be used to determine compliance with each program’s objective of providing benefit to income-eligible persons. They are also used in determining eligibility for the Public Housing and Section 8 Programs and are effective until a new schedule is issued.

The CDBG Program defines annual income according to the Section 8 Housing Assistance Payments Program, thus we are subject to the definition of “Extremely Low-Income,” per the 2014 Consolidated Appropriations Act. Since the 30% Average Median Income (AMI) limits are not the same as the “Extremely Low-Income” limits, the CDBG Program must use the income guidelines, as outlined below.

<table>
<thead>
<tr>
<th>Number of Persons</th>
<th>Extremely Low-Income</th>
<th>Low-Income</th>
<th>Moderate-Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$21,950</td>
<td>$36,550</td>
<td>$58,450</td>
</tr>
<tr>
<td>2</td>
<td>$25,050</td>
<td>$41,800</td>
<td>$66,800</td>
</tr>
<tr>
<td>3</td>
<td>$28,200</td>
<td>$47,000</td>
<td>$75,150</td>
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<tr>
<td>4</td>
<td>$31,300</td>
<td>$52,200</td>
<td>$83,500</td>
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<tr>
<td>5</td>
<td>$33,850</td>
<td>$56,400</td>
<td>$90,200</td>
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<tr>
<td>6</td>
<td>$36,350</td>
<td>$60,600</td>
<td>$96,900</td>
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<td>7</td>
<td>$39,010</td>
<td>$64,750</td>
<td>$103,550</td>
</tr>
<tr>
<td>8</td>
<td>$43,430</td>
<td>$68,950</td>
<td>$110,250</td>
</tr>
</tbody>
</table>

Please note that the 2019 median family income for Los Angeles County is $73,100.
These guidelines refer to the terms in determining income levels for the above-mentioned programs. In order to clarify any misunderstanding from the differences in terms between the Public Housing, Section 8, CDBG, BFH, and FRHS Programs, the following is provided for your information:

<table>
<thead>
<tr>
<th>BFH &amp; FRHS</th>
<th>CDBG</th>
<th>SECTION 8</th>
<th>% OF MEDIAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extremely</td>
<td>Extremely</td>
<td>Extremely</td>
<td>Equal to or</td>
</tr>
<tr>
<td>Low-Income</td>
<td>Low-Income</td>
<td>Low-Income</td>
<td>less than 30%</td>
</tr>
<tr>
<td>Not Eligible</td>
<td>Low-Income</td>
<td>Very</td>
<td>31% to 50%</td>
</tr>
<tr>
<td></td>
<td>Moderate-Income</td>
<td>Low-Income</td>
<td>51% to 80%</td>
</tr>
</tbody>
</table>

For all agencies utilizing CDBG-approved Public Service Self-Certification Forms, please be sure to incorporate these revised income guidelines into your forms immediately (the Public Service Self-Certification Form does not apply to the BFH and FRHS Programs).

Should you have any questions, please contact your Program Manager.

Sincerely,

GEOFFREY SIEBENS, Acting Director
Community & Economic Development Division
## Appendix A
### CDBG MATRIX CODES

**CDBG Matrix Codes by Category**

Matrix codes are listed here by category so you can quickly review the available choices.

### Acquisition, Disposition, Clearance, Relocation

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Acquisition of Real Property</td>
</tr>
<tr>
<td>02</td>
<td>Disposition of Real Property</td>
</tr>
<tr>
<td>04</td>
<td>Clearance and Demolition</td>
</tr>
<tr>
<td>04A</td>
<td>Cleanup of Contaminated Sites</td>
</tr>
<tr>
<td>08</td>
<td>Relocation</td>
</tr>
</tbody>
</table>

### Administration and Planning

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Planning</td>
</tr>
<tr>
<td>20A</td>
<td>Planning (State-Administered CDBG Grantees)</td>
</tr>
<tr>
<td>21A</td>
<td>General Program Administration</td>
</tr>
<tr>
<td>21B</td>
<td>Indirect Costs</td>
</tr>
<tr>
<td>21C</td>
<td>Public Information</td>
</tr>
<tr>
<td>21D</td>
<td>Fair Housing Activities (subject to Admin cap)</td>
</tr>
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### Housing

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### Public Facilities and Infrastructure Improvements

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<td>03L</td>
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<tr>
<td>03M</td>
<td>Child Care Centers</td>
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<td>03N</td>
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<td>03O</td>
<td>Fire Stations/Equipment</td>
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<td>03P</td>
<td>Health Facilities</td>
</tr>
<tr>
<td>03Q</td>
<td>Facilities for Abused and Neglected Children</td>
</tr>
<tr>
<td>03R</td>
<td>Asbestos Removal</td>
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<td>03S</td>
<td>Facilities for AIDS Patients (not operating costs)</td>
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<td>03T</td>
<td>Other Public Facilities/Improvements</td>
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<tr>
<td>03U</td>
<td>Other Public Facilities/Improvements</td>
</tr>
</tbody>
</table>
### Public Services

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<th>Description</th>
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<th>Description</th>
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</thead>
<tbody>
<tr>
<td>05A</td>
<td>Senior Services</td>
<td>05B</td>
<td>Handicapped Services</td>
</tr>
<tr>
<td>05C</td>
<td>Legal Services</td>
<td>05D</td>
<td>Youth Services</td>
</tr>
<tr>
<td>05E</td>
<td>Transportation Services</td>
<td>05F</td>
<td>Substance Abuse Services</td>
</tr>
<tr>
<td>05G</td>
<td>Services for Battered and Abused Spouses</td>
<td>05H</td>
<td>Employment Training</td>
</tr>
<tr>
<td>05I</td>
<td>Crime Awareness/Prevention</td>
<td>05J</td>
<td>Fair Housing Activities (subject to Public Services cap)</td>
</tr>
<tr>
<td>05K</td>
<td>Tenant/Landlord Counseling</td>
<td>05L</td>
<td>Child Care Services</td>
</tr>
<tr>
<td>05M</td>
<td>Health Services</td>
<td>05N</td>
<td>Services for Abused and Neglected</td>
</tr>
<tr>
<td></td>
<td></td>
<td>05O</td>
<td>Mental Health Services</td>
</tr>
<tr>
<td></td>
<td></td>
<td>05P</td>
<td>Screening for Lead Poisoning</td>
</tr>
<tr>
<td></td>
<td></td>
<td>05Q</td>
<td>Subsistence Payments</td>
</tr>
<tr>
<td></td>
<td></td>
<td>05R</td>
<td>Homeownership Assistance (not direct)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>05S</td>
<td>Rental Housing Subsidies</td>
</tr>
<tr>
<td></td>
<td></td>
<td>05T</td>
<td>Security Deposits</td>
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<tr>
<td></td>
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<td>05U</td>
<td>Housing Counseling</td>
</tr>
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<td></td>
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<td>05V</td>
<td>Neighborhood Cleanups</td>
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<td>Food Banks</td>
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<td></td>
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<td>05X</td>
<td>Operating Costs of Homeless/AIDS Patients Programs</td>
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<tr>
<td></td>
<td></td>
<td>05Y</td>
<td>Other Public Services</td>
</tr>
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### Repayment of Section 108 Loans

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<th>Code</th>
<th>Description</th>
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<tbody>
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<td>19F</td>
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<tr>
<td>19G</td>
<td>Unplanned Repayments of Section 108 Loans</td>
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### Other

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<thead>
<tr>
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<tr>
<td>06</td>
<td>Interim Assistance</td>
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<td>07</td>
<td>Urban Renewal Completion</td>
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<td>09</td>
<td>Loss of Rental Income</td>
</tr>
<tr>
<td>11</td>
<td>Privately Owned Utilities</td>
</tr>
<tr>
<td>15</td>
<td>Code Enforcement</td>
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<tr>
<td>16B</td>
<td>Non-Residential Historic Preservation</td>
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</tbody>
</table>

Non-Residential Historic Preservation

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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</table>

Definitions of the matrix codes are provided in the table that follows.
Matrix codes are used to indicate—but do not establish—activity eligibility. An activity must be eligible in accordance with the regulations at 570.201–570.207. Grantees need to refer to the regulations to determine an activity’s eligibility; the codes defined below are used in IDIS OnLine chiefly to categorize activities for reporting purposes.

<table>
<thead>
<tr>
<th>Code</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>01</strong></td>
<td><strong>Acquisition of Real Property</strong></td>
</tr>
<tr>
<td></td>
<td>Acquisition of real property that will be developed for a public purpose. Use code 01 for the CDBG-funded purchase of real property on which, for example, a public facility or housing will be constructed.</td>
</tr>
<tr>
<td></td>
<td>When CDBG funds are used to:</td>
</tr>
<tr>
<td></td>
<td>- acquire a public facility that will be rehabilitated with CDBG funds and continue to be used as a public facility, assign the appropriate 03* code.</td>
</tr>
<tr>
<td></td>
<td>- acquire housing that will be rehabilitated, use code 14G.</td>
</tr>
<tr>
<td><strong>02</strong></td>
<td><strong>Disposition of Real Property</strong></td>
</tr>
<tr>
<td></td>
<td>Costs related to the sale, lease, or donation of real property acquired with CDBG funds or under urban renewal. These include the costs of temporarily maintaining property pending disposition and costs incidental to disposition of the property.</td>
</tr>
<tr>
<td><strong>03A</strong></td>
<td><strong>Senior Centers</strong></td>
</tr>
<tr>
<td></td>
<td>Acquisition, construction, or rehabilitation of facilities (except permanent housing) for seniors.</td>
</tr>
<tr>
<td></td>
<td>03A may be used for a facility serving both the elderly and the handicapped provided it is not intended primarily to serve persons with handicaps. If it is, use 03B instead.</td>
</tr>
<tr>
<td></td>
<td>For the construction of permanent housing for the elderly, use code 12; for the rehabilitation of such housing, use the appropriate 14* code.</td>
</tr>
<tr>
<td><strong>03B</strong></td>
<td><strong>Handicapped Centers</strong></td>
</tr>
<tr>
<td></td>
<td>Acquisition, construction, or rehabilitation of centers, group homes, and other facilities (except permanent housing) for the handicapped.</td>
</tr>
<tr>
<td></td>
<td>03B may be used for a facility serving both the handicapped and the elderly provided it is not intended primarily to serve the elderly. If it is, use 03A instead.</td>
</tr>
<tr>
<td></td>
<td>For the construction of permanent housing for the handicapped, use code 12; for the rehabilitation of such housing, use the appropriate 14* code.</td>
</tr>
<tr>
<td><strong>03C</strong></td>
<td><strong>Homeless Facilities (not operating costs)</strong></td>
</tr>
<tr>
<td></td>
<td>Acquisition, construction, or rehabilitation of temporary shelters and transitional housing for the homeless, including battered spouses, disaster victims, runaway children, drug offenders, and parolees.</td>
</tr>
<tr>
<td></td>
<td>For the construction of permanent housing for the homeless, use code 12; for the rehabilitation of such housing, use the appropriate 14* code.</td>
</tr>
<tr>
<td>Code</td>
<td>Definition</td>
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<td>------</td>
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</tbody>
</table>
| 03D  | Youth Centers  
Acquisition, construction, or rehabilitation of facilities intended primarily for young people age 13 to 19. These include playground and recreational facilities that are part of a youth center.  
For the acquisition, construction or rehabilitation of facilities intended primarily for children age 12 and under, use 03M; for facilities for abused and neglected children, use 03Q. |
| 03E  | Neighborhood Facilities  
Acquisition, construction, or rehabilitation of facilities that are principally designed to serve a neighborhood and that will be used for social services or for multiple purposes (including recreation). Such facilities may include libraries and community centers. |
| 03F  | Parks, Recreational Facilities  
Development of open space areas or facilities intended primarily for recreational use. |
| 03G  | Parking Facilities  
Acquisition, construction, or rehabilitation of parking lots and parking garages. Also use 03G if the primary purpose of rehabilitating a public facility or carrying out a street improvement activity is to improve parking.  
If parking improvements are only part of a larger street improvement activity, use 03K. |
| 03H  | Solid Waste Disposal Improvements  
Acquisition, construction or rehabilitation of solid waste disposal facilities. |
| 03I  | Flood Drainage Improvements  
Acquisition, construction, or rehabilitation of flood drainage facilities, such as retention ponds or catch basins. Do not use 03I for construction/rehabilitation of storm sewers, street drains, or storm drains.  
Use 03J for storm sewers and 03K for street and storm drains. |
| 03J  | Water/ Sewer Improvements  
Installation or replacement of water lines, sanitary sewers, storm sewers, and fire hydrants. Costs of street repairs (usually repaving) made necessary by water/sewer improvement activities are included under 03J.  
For water/sewer improvements that are part of:  
- more extensive street improvements, use 03K (assign 03K, for example, to an activity that involves paving six blocks of Main Street and installing 100 feet of new water lines in one of those blocks).  
- a housing rehabilitation activity, use the appropriate 14* matrix code.  
For construction or rehabilitation of flood drainage facilities, use 03I. |
<table>
<thead>
<tr>
<th>Code</th>
<th>Definition</th>
</tr>
</thead>
</table>
| **03K** Street Improvements | Installation or repair of streets, street drains, storm drains, curbs and gutters, tunnels, bridges, and traffic lights/signs. Also use 03K:  
  - for improvements that include landscaping, street lighting, and/or street signs (commonly referred to as “streetscaping”).  
  - if sidewalk improvements (see code 03L) are part of more extensive street improvements. |
| **03L** Sidewalks | Improvements to sidewalks. Also use 03L for sidewalk improvements that include the installation of trash receptacles, lighting, benches, and trees. |
| **03M** Child Care Centers | Acquisition, construction, or rehabilitation of facilities intended primarily for children age 12 and under. Examples are daycare centers and Head Start preschool centers.  
  For the construction or rehabilitation of facilities for abused and neglected children, use 03Q; for the construction or rehabilitation of facilities for teenagers, use 03D. |
| **03N** Tree Planting | Activities limited to tree planting (sometimes referred to as “beautification”).  
  For streetcape activities that include tree planting, use 03K; for sidewalk improvement activities that include tree planting, use 03L. |
| **03O** Fire Stations/ Equipment | Acquisition, construction, or rehabilitation of fire stations and/or the purchase of fire trucks and emergency rescue equipment. |
| **03P** Health Facilities | Acquisition, construction, or rehabilitation of physical or mental health facilities. Examples of such facilities include neighborhood clinics, hospitals, nursing homes, and convalescent homes.  
  Health facilities for a specific client group should use the matrix code for that client group. For example, use 03Q for the construction or rehabilitation of health facilities for abused and neglected children. |
| **03Q** Facilities for Abused and Neglected Children | Acquisition, construction, or rehabilitation of daycare centers, treatment facilities, or temporary housing for abused and neglected children. |
| **03R** Asbestos Removal | Rehabilitation of any public facility undertaken primarily to remove asbestos. |
| **03S** Facilities for AIDS Patients (not operating costs) | Acquisition, construction, or rehabilitation of facilities for the treatment or temporary housing of people who are HIV positive or who have AIDS.  
  For the construction or rehabilitation of facilities for AIDS education and prevention, use 03P. |
<table>
<thead>
<tr>
<th>Code</th>
<th>Definition</th>
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</thead>
</table>
| 03T  | **Operating Costs of Homeless/ AIDS Patients Programs**  
|      | Costs associated with the operation of programs for the homeless or for AIDS patients, such as staff costs, utilities, maintenance, and insurance.  
|      | Because payment of operating costs for these programs is a public service under CDBG, all CDBG expenditures for 03T activities are included in the calculation of the Public Services cap. |
| 03   | **Other Public Facilities and Improvements**  
|      | Do not use this code unless an activity does not fall under a more specific 03* code. Also, do not use one activity for multiple facilities and then assign it an 03 because the types of facilities are different.  
|      | One legitimate use of 03 is for activities that assist persons with disabilities by removing architectural barriers from or providing ADA improvements to government buildings (activities that otherwise would not be eligible for CDBG funding). |
| 04   | **Clearance and Demolition**  
|      | Clearance or demolition of buildings/improvements, or the movement of buildings to other sites. |
| 04A  | **Cleanup of Contaminated Sites**  
|      | Activities undertaken primarily to clean toxic/environmental waste or contamination from a site. |
| 05A  | **Senior Services**  
|      | Services for the elderly. 05A may be used for an activity that serves both the elderly and the handicapped provided it is not intended primarily to serve persons with handicaps. If it is, use 05B instead. |
| 05B  | **Handicapped Services**  
|      | Services for the handicapped, regardless of age. |
| 05C  | **Legal Services**  
|      | Services providing legal aid to low- and moderate-income (LMI) persons.  
|      | If the only legal service provided is for the settlement of tenant/landlord disputes, use 05K. |
| 05D  | **Youth Services**  
|      | Services for young people age 13 to 19 that include, for example, recreational services limited to teenagers and teen counseling programs. Also use 05D for counseling programs that target teens but include counseling for the family as well.  
|      | For services for children age 12 and under, use 05L; for services for abused and neglected children, use 05N. |
| 05E  | **Transportation Services**  
|      | General transportation services.  
<p>|      | Transportation services for a specific client group should use the matrix code for that client group. For example, use 05A for transportation services for the elderly. |</p>
<table>
<thead>
<tr>
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</thead>
</table>
| 05F  | Substance Abuse Services  
Substance abuse recovery programs and substance abuse prevention/education activities. If the services are provided for a specific client group, the matrix code for that client group may be used instead. For example, substance abuse services that target teenagers may be coded either 05D or 05F. |
| 05G  | Services for Battered and Abused Spouses  
Services for battered and abused spouses and their families.  
For services limited to abused and neglected children, use 05N. |
| 05H  | Employment Training  
Assistance to increase self-sufficiency, including literacy, independent living skills, and job training.  
For activities providing training for permanent jobs with specific businesses, use 18A. |
| 05I  | Crime Awareness/ Prevention  
Promotion of crime awareness and prevention, including crime prevention education programs and paying for security guards. |
| 05J  | Fair Housing Activities (subject to Public Services cap)  
Fair housing services (e.g. counseling on housing discrimination) that meet a national objective.  
For fair housing services activities carried out as part of general program administration (and thus not required to meet a national objective), use 21D. |
| 05K  | Tenant/ Landlord Counseling  
Counseling to help prevent or settle disputes between tenants and landlords. |
| 05L  | Child Care Services  
Services that will benefit children (generally under age 13), including parenting skills classes.  
For services exclusively for abused and neglected children, use 05N. |
| 05M  | Health Services  
Services addressing the physical health needs of residents of the community.  
For mental health services, use 05O. |
| 05N  | Services for Abused and Neglected Children  
Daycare and other services exclusively for abused and neglected children. |
| 05O  | Mental Health Services  
Services addressing the mental health needs of residents of the community. |
| 05P  | Screening for Lead Poisoning  
Activities undertaken primarily to provide screening for lead poisoning.  
For lead poisoning testing/abatement activities, use 14I. |
<table>
<thead>
<tr>
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</thead>
</table>
| 05Q  | **Subsistence Payments**  

One-time or short-term (no more than three months) emergency payments on behalf of individuals or families, generally for the purpose of preventing homelessness. Examples include utility payments to prevent cutoff of service and rent/mortgage payments to prevent eviction. |

| 05R  | **Homeownership Assistance (not direct)**  

Homeowner downpayment assistance provided as a public service. If housing counseling is provided to those applying for downpayment assistance, the counseling is considered part of the 05R activity.  

Assistance provided under 05R must meet the low/mod housing national objective. Therefore, unless the assistance is provided by a CBDO in an NRSA, it is subject to the public service cap and only low/mod households may be assisted. If the assistance is provided by a CBDO in an NRSA, the housing units for which CDBG funds are obligated in a program year may be aggregated and treated as a single structure for purposes of meeting the housing national objective (that is, only 51% of the units must be occupied by LMI households).  

For more extensive types of homeownership assistance provided under authority of the National Affordable Housing Act, use code 13. |

| 05S  | **Rental Housing Subsidies**  

Tenant subsidies exclusively for rental payments for more than three months. Activities providing this form of assistance must be carried out by CBDOs. |

| 05T  | **Security Deposits**  

Tenant subsidies exclusively for payment of security deposits. |

| 05U  | **Housing Counseling**  

Housing counseling for renters, homeowners, and/or potential new homebuyers that is provided as an independent public service (i.e., not as part of another eligible housing activity). |

| 05V  | **Neighborhood Cleanups**  

One-time or short-term efforts to remove trash and debris from neighborhoods. Examples of legitimate uses of this code include neighborhood cleanup campaigns and graffiti removal. |

| 05W  | **Food Banks**  

Costs associated with the operation of food banks, community kitchens, and food pantries, such as staff costs, supplies, utilities, maintenance, and insurance. |

| 05   | **Other Public Services**  

Do not use this code for public services activities unless an activity does not fall under a more specific 05* code.  

An example of a legitimate use of this code is referrals to social services. |
<table>
<thead>
<tr>
<th>Code</th>
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</thead>
</table>
| 06   | **Interim Assistance**  
Only for activities undertaken either to:
- Make limited improvements (e.g., repair of streets, sidewalks, or public buildings) intended solely to arrest further deterioration of physically deteriorated areas prior to making permanent improvements.
- Alleviate emergency conditions threatening public health and safety, such as removal of tree limbs or other debris after a major storm. |
| 07   | **Urban Renewal Completion**  
Completion of urban renewal projects funded under Title I of the Housing Act of 1949.
Do not use code 07 for a downtown renewal, downtown development, or urban renewal activity unless the activity will result in the closing out of a federally-approved urban renewal project. |
| 08   | **Relocation**  
Relocation payments and other assistance for permanently or temporarily displaced individuals, families, businesses, non-profit organizations, and farms. |
| 09   | **Loss of Rental Income**  
Payments to owners of housing for loss of rental income due to temporarily holding rental units for persons displaced by CDBG-assisted activities. |
| 11   | **Privately Owned Utilities**  
Acquisition, reconstruction, rehabilitation, or installation of distribution lines and facilities of federally regulated, privately owned utilities. This includes placing new or existing distribution lines/facilities underground. |
| 12   | **Construction of Housing**  
Construction of housing with CDBG funds must be carried out by CBDOs, in accordance with the regulations at 570.204(a). |
| 13   | **Direct Homeownership Assistance**  
Homeownership assistance to LMI households as authorized under 105(a)(24).
Forms of assistance include subsidizing interest rates and mortgage principal, paying up to 50% of downpayment costs, paying reasonable closing costs, acquiring guarantees for mortgage financing from private lenders, and financing the acquisition by LMI households of the housing they already occupy.
If housing counseling is provided to households receiving direct homeownership assistance, the counseling is considered part of the code 13 activity.
All recipients of assistance provided under matrix code 13 must be LMI. |
| 14A  | **Rehab: Single-Unit Residential**  
Rehabilitation of privately owned, single-unit homes. |
<table>
<thead>
<tr>
<th>Code</th>
<th>Definition</th>
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</thead>
</table>
| 14B  | **Rehab: Multi-Unit Residential**  
Rehabilitation of privately owned buildings with two or more permanent residential units.  
For the rehabilitation of units that will provide temporary shelter or transitional housing for the homeless, use 03C. |
| 14C  | **Rehab: Public Housing Modernization**  
Rehabilitation of housing units owned/operated by a public housing authority (PHA). |
| 14D  | **Rehab: Other Publicly Owned Residential Buildings**  
Rehabilitation of permanent housing owned by a public entity other than a PHA.  
For the rehabilitation of other publicly owned buildings that will provide temporary shelter or transitional housing for the homeless, use 03C. |
| 14E  | **Rehab: Publicly or Privately Owned Commercial/Industrial**  
Rehabilitation of commercial/industrial property. If the property is privately owned, CDBG-funded rehab is limited to:  
- Exterior improvements (generally referred to as “facade improvements”).  
- Correction of code violations  
For more extensive rehabilitation of privately owned commercial/industrial property, use 17C; for infrastructure developments and improvements at commercial/industrial sites, use 17B. |
| 14F  | **Rehab: Energy Efficiency Improvements**  
Housing rehabilitation with the sole purpose of improving energy efficiency (e.g., a weatherization program).  
For energy efficiency improvements to public housing units, use 14C; for other publicly owned residential buildings, use 14D. |
| 14G  | **Rehab: Acquisition**  
Acquisition of property to be rehabilitated for housing. 14G may be used whether CDBG funds will pay only for acquisition or for both acquisition and rehabilitation. |
| 14H  | **Rehab: Administration**  
All delivery costs (including staff, other direct costs, and service costs) directly related to carrying out housing rehabilitation activities. Examples include appraisal, architectural, engineering, and other professional services; preparation of work specifications and work write-ups; loan processing; survey, site and utility plans; application processing; and other fees.  
Do not use 14H for the costs of actual rehabilitation and do not use it for costs unrelated to running a rehab program (e.g., tenant/landlord counseling).  
For housing rehabilitation administration activities carried out as part of general program administration (and thus not required to meet a national objective), use code 21. |
| 14I  | **Lead-Based Paint/Lead Hazards Testing/Abatement**  
Housing rehabilitation activities with the primary goal of evaluating and reducing lead-based paint/lead hazards.  
For lead-based paint/lead hazards screening, use 05P. |
<table>
<thead>
<tr>
<th>Code</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>14J</td>
<td><strong>Housing Services</strong>&lt;br&gt;Housing services in support of the HOME Program, eligible under 570.201(k).</td>
</tr>
<tr>
<td>15</td>
<td><strong>Code Enforcement</strong>&lt;br&gt;Salaries and overhead costs associated with property inspections and follow-up actions (such as legal proceedings) directly related to the enforcement (not correction) of state and local codes.  &lt;br&gt;For the correction of code violations, use the appropriate rehabilitation code.</td>
</tr>
<tr>
<td>16A</td>
<td><strong>Residential Historic Preservation</strong>&lt;br&gt;Rehabilitation of historic buildings for residential use.</td>
</tr>
<tr>
<td>16B</td>
<td><strong>Non-Residential Historic Preservation</strong>&lt;br&gt;Rehabilitation of historic buildings for non-residential use. Examples include the renovation of an historic building for use as a neighborhood facility, as a museum, or by an historic preservation society.</td>
</tr>
<tr>
<td>17A</td>
<td><strong>Commercial/Industrial: Acquisition/Disposition</strong>&lt;br&gt;Land acquisition, clearance of structures, or packaging of land for the purpose of creating industrial parks or promoting commercial/industrial development. 17A activities must be carried out by the grantee or by non-profits.</td>
</tr>
<tr>
<td>17B</td>
<td><strong>Commercial/Industrial: Infrastructure Development</strong>&lt;br&gt;Street, water, parking, rail transport, or other improvements to commercial/industrial sites. 17B also includes the installation of public improvements, such as the construction of streets to and through commercial/industrial areas. 17B activities must be carried out by the grantee or by non-profits.</td>
</tr>
<tr>
<td>17C</td>
<td><strong>Commercial/Industrial: Building Acquisition, Construction, Rehabilitation</strong>&lt;br&gt;Acquisition, construction, or rehabilitation of commercial/industrial buildings. 17C activities must be carried out by the grantee or by non-profits.</td>
</tr>
<tr>
<td>17D</td>
<td><strong>Commercial/Industrial: Other Improvements</strong>&lt;br&gt;Commercial/industrial improvements not covered by other 17* codes. 17D activities must be carried out by the grantee or by non-profits.</td>
</tr>
<tr>
<td>18A</td>
<td><strong>Economic Development: Direct Financial Assistance to For-Profits</strong>&lt;br&gt;Financial assistance to for-profit businesses to (for example) acquire property, clear structures, build, expand or rehabilitate a building, purchase equipment, or provide operating capital. Forms of assistance include loans, loan guarantees, and grants.  &lt;br&gt;With one exception, a separate 18A activity must be set up for each business assisted. The exception is an activity carried out under 570.208(a)(4)(vi), for which job aggregation is allowed.</td>
</tr>
<tr>
<td>18B</td>
<td><strong>Economic Development: Technical Assistance</strong>&lt;br&gt;Technical assistance to for-profit businesses, including workshops, marketing, and referrals. Also use 18B for activity delivery costs eligible under 570.203(c).</td>
</tr>
<tr>
<td>Code</td>
<td>Definition</td>
</tr>
<tr>
<td>------</td>
<td>------------</td>
</tr>
</tbody>
</table>
| **18C** | **Economic Development: Micro-Enterprise Assistance**  
Financial assistance, technical assistance, or general support services to owners and developers of micro-enterprises. A micro-enterprise is a business with five or fewer employees, including the owner(s).  
With one exception, a separate activity must be set up for each micro-enterprise assisted. The exception is an activity carried out under 570.208(a)(4)(vi), for which job aggregation is allowed. |
| **19A** | Obsolete – use code 21H. |
| **19B** | Obsolete – use code 21H. |
| **19C** | **CDBG Non-Profit Organization Capacity Building**  
Activities specifically designed to increase the capacity of non-profit organizations to carry out eligible neighborhood revitalization or economic development activities. Such activities may include providing technical assistance and specialized training to staff. |
| **19D** | **CDBG Assistance to Institutes of Higher Education**  
Obsolete. Instead of using this matrix code, set the INSTITUTION OF HIGHER EDUCATION field to “yes” on the Add/Edit Subordinate Organization screen to indicate that the activity will be carried out by an institution of higher education. Then assign the appropriate matrix code based on the nature of the activity to be undertaken by the institution. |
| **19E** | **CDBG Operation and Repair of Foreclosed Property**  
Activities to prevent the abandonment and deterioration of housing acquired through tax foreclosure. These include making essential repairs to the housing and paying operating expenses to maintain its habitability. |
| **19F** | **Planned Repayments of Section 108 Loans**  
Repayments of principal for Section 108 loan guarantees. |
| **19G** | **Unplanned Repayments of Section 108 Loans**  
Unplanned repayments of principal for Section 108 loan guarantees. |
| **20** | **Planning**  
Program planning activities, including the development of comprehensive plans (e.g., a consolidated plan), community development plans, energy strategies, capacity building, environmental studies, area neighborhood plans, and functional plans. |
<p>| <strong>20A</strong> | Program planning activities for when states award grants to units of general local government in which planning is the only activity, or in which planning activities are unrelated to any other activity funded as part of the grant. These are often referred to as “planning only grants” or “planning-only activities.” |</p>
<table>
<thead>
<tr>
<th>Code</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>21A</td>
<td><strong>General Program Administration</strong>&lt;br&gt;Overall program administration, including (but not limited to) salaries, wages, and related costs of grantee staff or others engaged in program management, monitoring, and evaluation.&lt;br&gt;Also use 21A to report the use of CDBG funds to administer federally-designated Empowerment Zones or Enterprise Communities.&lt;br&gt;For CDBG funding of HOME admin costs, use 21H; for CDBG funding of HOME CHDO operating expenses, use 21I.</td>
</tr>
<tr>
<td>21B</td>
<td><strong>Indirect Costs</strong>&lt;br&gt;Costs charged under an indirect cost allocation plan.</td>
</tr>
<tr>
<td>21C</td>
<td><strong>Public Information</strong>&lt;br&gt;Providing information and other resources to residents and citizen organizations participating in the planning, implementation, or assessment of CDBG-assisted activities.</td>
</tr>
<tr>
<td>21D</td>
<td><strong>Fair Housing Activities (subject to Admin cap)</strong>&lt;br&gt;Fair housing activities carried out as part of general program administration rather than as a public service. They are subject to the Admin cap, but do not have to meet a national objective.&lt;br&gt;For fair housing activities carried out as a public service, use 05J.</td>
</tr>
<tr>
<td>21E</td>
<td><strong>Submission of Applications for Federal Programs</strong>&lt;br&gt;Preparation of (1) documents that must be submitted to HUD to receive CDBG funds or (2) applications to other federal programs for community development assistance.</td>
</tr>
<tr>
<td>21H</td>
<td><strong>CDBG Funding of HOME Admin</strong>&lt;br&gt;CDBG funding of administrative costs for HOME Program activities eligible under 570.206(i)(2).</td>
</tr>
<tr>
<td>21I</td>
<td><strong>CDBG Funding of HOME CHDO Operating Expenses</strong>&lt;br&gt;CDBG funding of CHDO operating expenses for HOME Program activities eligible under 570.206(i)(2).</td>
</tr>
<tr>
<td>21J</td>
<td>State Program administration, including (but not limited to) salaries, wages, and related costs required for overall program management, coordination, monitoring, reporting, and evaluation. This category includes both the state’s costs of administering the CDBG program, as well as units of general local governments’ (and their subrecipients’) costs of administering grants awarded to them by the state.</td>
</tr>
<tr>
<td>22</td>
<td><strong>Unprogrammed Funds</strong>&lt;br&gt;Identification of funds that are not yet programmed for use—e.g., reserve or contingency funds.</td>
</tr>
<tr>
<td>23</td>
<td><strong>Tornado Shelters Serving Private Mobile Home Parks</strong>&lt;br&gt;Construction or improvement of tornado-safe shelters for residents of manufactured housing and the provision of assistance (including loans and grants) to nonprofit and for-profit entities, in accordance with Section 105(a)(24). {Note that two pars. 24 have been enacted.}</td>
</tr>
</tbody>
</table>
RESOLUTION NO. CDAB- 19-01

A RESOLUTION OF THE CITY OF CUDAHY COMMUNITY DEVELOPMENT ADVISORY BOARD (PLANNING COMMISSION) RECOMMENDING PROJECTS/PROGRAMS FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING DURING THE 2020-21 FISCAL YEAR FOR ADOPTION BY THE CUDAHY CITY COUNCIL

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of Cudahy has received notification of the availability of $364,105.74 in federal Community Development Block Grant (CDBG) funds to further the attainment of these goals during Fiscal Year 2020-21; and

WHEREAS, community-based and other local non-profit organizations that serve the residents of Cudahy have been invited to submit proposals for the utilization of these funds; and

WHEREAS, the Cudahy City Council has published information regarding eligible activities under the Act and has conducted a public hearing to solicit suggestions from the community for the utilization of these funds.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Advisory Board of the City of Cudahy (Board), that the Board hereby recommends that the Cudahy City Council allocate the City’s available CDBG funds for the following purposes:

<table>
<thead>
<tr>
<th>Project</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-Unit Housing Rehabilitation</td>
<td>$116,086.88</td>
</tr>
<tr>
<td>Business Assistance Program</td>
<td>$43,403.00</td>
</tr>
<tr>
<td>Code Enforcement</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>Senior Activities Program</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Clara Street Park Food Distribution</td>
<td>$34,615.86</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$364,105.74</strong></td>
</tr>
</tbody>
</table>
PASSED AND APPROVED, this 6th day of January 2020.
RESOLUTION NO. CDAB 19-01
Page No.2

____________________________
Chairman

ATTEST:

Salvador Lopez Jr., Deputy Secretary

APPROVED AS TO FORM:

____________________________
Martin De Los Angeles, Assistant City Attorney

(SEAL)

I, SALVADOR LOPEZ, SECRETARY OF THE COMMUNITY DEVELOPMENT ADVISORY BOARD, DO HEREBY CERTIFY that the foregoing Resolution No. CDAB 19-01 was duly and regularly approved by the City of Cudahy Community Development Advisory Board at a regular adjourned meeting thereof held on January 6, 2020 by the following vote:

AYES:

NOES:

____________________________
Salvador Lopez Jr., Deputy Secretary

____________________________
RESOLUTION NO. 20-03

A RESOLUTION OF THE CITY OF CUDAHY CITY COUNCIL APPROVING PROJECTS/PROGRAMS FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING DURING THE 2020-21 FISCAL YEAR

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of Cudahy has received notification of the availability of $364,105.74 in federal Community Development Block Grant (CDBG) funds to further the attainment of these goals during Fiscal Year 2020-21; and

WHEREAS, community-based and other local non-profit organizations that serve the residents of Cudahy have been invited to submit proposals for the utilization of these funds; and

WHEREAS, the Cudahy City Council has published information regarding eligible activities under the Act and has conducted a public hearing to solicit suggestions from the community for the utilization of these funds.

NOW, THEREFORE, BE IT RESOLVED,

Section 1: The Cudahy City Council hereby allocates the City’s available CDBG funds for FY 2020-21 for the following purposes:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Unit Housing Rehabilitation</td>
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<td>$34,615.86</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$364,105.74</strong></td>
</tr>
</tbody>
</table>

Section 2: The City Council authorizes City staff to adjust the Program budget as necessary throughout the Fiscal Year. This includes, but is not limited to, allocating amounts on a per project basis, adjust project budgets, implementing a new or cancelling existing activities, to allow for the timely expenditure of CDBG-funds.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 21st day of January 2020.
CERTIFICATION

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES  ) SS:
CITY OF CUDAHY        )

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 20-03 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 21st day of January, 2020, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Richard Iglesias
Assistant City Clerk
STAFF REPORT

Date: January 21, 2020
To: Honorable Mayor/Chair and City Council/Agency Members
From: Santor Nishiaki, Acting City Manager/Executive Director
By: James M. Guerra, Building Official
Subject: Adoption of Proposed Urgency Ordinance Amending Chapters 15.04 Through 15.34 of the Cudahy Municipal Code to Adopt the 2019 Los Angeles County Title 26, 27, 28, 29, 30, 31, and 33 2019 Los Angeles County Amendments to the 2019 Edition of the California Building Codes Including the Building, Residential, Plumbing, Mechanical, Electrical, Green Building Standards and Existing Building Codes

RECOMMENDATION

The City Council is requested to:

1. Open the public hearing to receive comments on the proposed Urgency Ordinance No. 705, and then close the public hearing after receiving public comments; and

2. Consider Approving attached Urgency Ordinance No. 705, amending Chapters 15.04 Through 15.34 of the Cudahy Municipal Code to Adopt the Los Angeles County Titles 26, 27, 28, 29, 30, 31, and 33.

BACKGROUND

1. On December 12, 2016, City Council adopted Ordinance No. 665, adopting Los Angeles County Building laws.

2. On July 1, 2019, the California Building Code was published, and becomes effective on January 1, 2020 within the Los Angeles County jurisdiction.

3. On November 26, 2019, the Los Angeles County adopted more restrictive standards and

4. On January 11, 2020, the public notice for the proposed Urgency Ordinance was published in the Long Beach Press Telegram for a period of ten days prior to the public hearing.

ANALYSIS

The City adopts and updates the applicable building codes every three years as required by State, Federal, and County agencies. Section 17958 of the California Health and Safety Code requires that the latest California Building Standards Codes apply to local construction 180 days after the date of publication of such codes. The 2019 edition of the California Building, Residential, Plumbing, Mechanical, Electrical, Green Building Standards and Existing Building Code, as adopted and published by the California Building Standards Commission, were mandated to go in effect, along with any adopted local amendments, on January 1, 2020.

Section 17958.7 of the California Health and Safety Code requires that local amendments to the California Building Standards Codes be enacted only when an express finding is made that such modifications or changes are reasonably necessary because of local climatic, geological or topographical conditions.

This ordinance adopts the Los Angeles County Building Laws and Titles 26, 27, 28, 29, 30, 31 and 33 which amend the State Building Laws and Fire Code based on local climatic, geological or topographical conditions. The City of Cudahy previously adopted the 2016 County Laws by reference. The County Board of Supervisors adopted Titles 26, 27, 28, 29, 30, 31 and 33 at its November 26, 2019 meeting and made the necessary local climatic, geological and topographical findings.

It is necessary for the City to adopt the above stated Codes as an urgency ordinance as the California Building Codes became effective on January 1, 2020 and it is imperative that the more restrictive local amendments become effective as soon as possible in order to protect the public health, safety, and welfare through their up to date consideration of building safety needs for the community.

Attachment 1 of this report includes all proposed amendments to the Cudahy Municipal Code, as well as all proposed Los Angeles County amendments to the California 2019 Building,
Residential, Plumbing, Mechanical, Electrical, Green Building Standards and Existing Building Codes. Existing requirements of the Municipal Code are continued except where specifically amended or deleted. The following is a summary of the codes proposed for adoption.


D. Los Angeles County Title 29 Mechanical Code California Mechanical Code, 2019 Edition.

The Los Angeles County Title 29 2019 Edition of the California Mechanical Code is based on the Uniform Mechanical Code, 2018 Edition, as published by the International Association of Plumbing and Mechanical Officials.


The Los Angeles County Title 31 2019 Edition of the California Green Building Standards Code
is based on State of California Green Building Standards Code, 2018 Editions, as established and published by order of the California Legislature.

G. Los Angeles County Title 33 Existing Building Code of the Los Angeles County Code, 2019 Edition


CONCLUSION

Pursuant to sections 17922, 17958, 17958.5, and 17957.7 of the Health and Safety Code, the City may adopt the provisions of the California Buildings Standards Code and District Fire Code, with certain amendments to the provisions of the codes which are reasonably necessary to protect the health, wealth, and safety of citizens of Cudahy because of local climatic, geological and topographical conditions. Under Health and Safety Code section 13869.7(c), local amendments containing more restrictive building standards are not effective within the jurisdictional boundaries of the City unless ratified by the City Council.

Accordingly, the proposed amendment adopts the Los Angeles County Titles 26, 27, 28, 29, 30, 31, and 33.

FINANCIAL IMPACT

The City Clerk is required to have a complete set of codes available for public review. The cost of a set of codes is approximately $1,600.00 from the General Fund.

ATTACHMENTS

A. Urgency Ordinance No. 705
B. Los Angeles County Title 26 Building Code 2019
C. Los Angeles County Title 27 Electrical Code 2019
D. Los Angeles County Title 28 Plumbing Code 2019
E. Los Angeles County Title 29 Mechanical Code 2019
F. Los Angeles County Title 30 Residential Code 2019
G. Los Angeles County Title 31 Green Building Standards 2019
H. Los Angeles County Title 33 - Existing Building Code 2019
I. Proof of Publication
URGENCY ORDINANCE NO. 705

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY AMENDING CHAPTERS 15.04, 15.08, 15.12, 15.16, 15.29, 15.32, 15.34 OF TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE CUDAHY MUNICIPAL CODE TO ADOPT THE 2019 LOS ANGELES COUNTY TITLES 26, 27, 28, 29, 30, 31 and 33 AMENDMENTS TO THE 2019 EDITION OF THE CALIFORNIA BUILDING CODES, INCLUDING THE BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, RESIDENTIAL, GREEN BUILDING STANDARDS AND EXISTING BUILDING CODES

WHEREAS, Government Code Section 50022.9 permits the City of Cudahy (the “City”) to adopt, by reference, Los Angeles County codes as the City’s codes; and

WHEREAS, the California Building Standards Code (the “California Building Code”) establishes statewide codes and regulations for building construction and is published every three years by order of the California Legislature; and

WHEREAS, the 2019 California Building Code is based upon the International Code Council’s 2018 International Building Code; and

WHEREAS, the 2019 California Building Code was published on July 1, 2019 and becomes effective on January 1, 2020; and

WHEREAS, California Health & Safety Code Sections 17958.5 and 18941.5 authorize cities and counties to modify the California Building Code by adopting more restrictive standards and modifications if such standards and modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geological or topographical conditions, and

WHEREAS, on November 26, 2019, the Los Angeles County adopted more restrictive standards and modifications to the 2019 California Building Codes, as memorialized in the 2019 Los Angeles County Building Codes (Building Code, Residential Code, Electrical Code, Mechanical Code, Plumbing Code, Green Building Standards Code, and Existing Building Code); and

WHEREAS, the City has historically adopted the Los Angeles County Codes with their local amendments in order to establish a uniformity of standards which serve to minimize conflict and confusion in addressing local community public health needs as well as local climatic, geological, or topographical conditions; and
WHEREAS, the City Council finds that these local climatic, geological, or topographical conditions include, but are not limited to, the following:

1. The City is subject to relatively low amounts of precipitation, very low humidity levels, and extremely high temperatures. These climatic conditions are conducive to the spread of drought conditions and fires;

2. The warm, dry climate in the City is conducive to the construction and maintenance of swimming pools, which create a higher probability of child drownings;

3. The City is proximate to the San Andreas Fault and additional earthquake faults in the area; and

WHEREAS, Government Code Sections 36934 and 36937 expressly authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health or safety.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY DOES ORDAIN AS FOLLOWS:

SECTION 1. The facts set forth in the above recitals are true and correct and are incorporated herein by reference as if set forth in full.

SECTION 2. Section 15.04.010 of Chapter 15.04 (Buildings Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.04.010 Adoption of the 2019 California Building Code as amended by Title 26 of the 2019 Los Angeles County Building Code.

(1) The 2019 California Building Code as amended by Title 26 of the 2019 Los Angeles County Building Code, together with their appendices, which regulate the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of buildings or structures within the city, provide for the issuance of permits and collection of fees therefor, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

(2) All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.
SECTION 3. Section 15.04.050 of Chapter 15.04 (Building Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.04.050 Penalty.

Every person violating any provision of the 2019 California Building Code as amended by Title 26 of the 2019 Los Angeles Building Code and appendices, adopted by reference by Section 15.04.010 or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof he or she shall be punishable by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment not to exceed six (6) months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.

SECTION 4. Section 15.08.010 of Chapter 15.08 (Electrical Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.08.010 Adoption of the 2019 California Electrical Code as amended by Title 27 of the 2019 Los Angeles County Electrical Code.

(1) The 2019 California Electrical Code as amended by Title 27 of the 2019 Los Angeles County Electrical Code, which provide minimum requirements and standards for the protection of the public health, safety and welfare by regulating the installation or alteration of electrical wiring, equipment, materials, and workmanship in the city, provides for the issuance of permits and collection of fees therefor and provides penalties for the violations thereof, with all changes and amendments thereto, is hereby adopted by reference, and all conflicting ordinances are hereby repealed.

(2) All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk’s office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

SECTION 5. Section 15.08.050 of Chapter 15.08 (Electrical Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.08.050 Penalty.

Every person violating any provision of the 2019 California Electrical Code as amended by Title 26 of the 2019 Los Angeles County Electrical Code and appendices, adopted by reference by Section 15.08.010, or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant
thereto, is guilty of a misdemeanor. Upon conviction thereof he or she shall be punishable by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment not to exceed six (6) months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.

SECTION 6. Section 15.12.010 of Chapter 15.12 (Plumbing Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.12.010 Adoption of the 2019 California Plumbing Code as amended by Title 28 of the 2019 Los Angeles County Plumbing Code.

(1) The 2019 California Plumbing Code as amended by Title 28 of the 2019 Los Angeles County Plumbing Code, which provide minimum requirements and standards for the protection of the public health, safety and welfare by regulating the installation or alteration of plumbing and drainage, materials, venting, wastes, traps, interceptors, water systems, sewers, gas piping, water heaters and other related products, and workmanship in the city, provide for the issuance of permits and collection of fees therefor, and provide for penalties for the violations thereof, with certain changes and amendments thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

(2) All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

SECTION 7. Section 15.12.040 of Chapter 15.12 (Plumbing Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.12.040 Penalty.

Every person violating any provision of the 2019 California Plumbing Code as amended by Title 28 of the 2019 Los Angeles County Plumbing Code and appendices, adopted by reference by Section 15.12.010, or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof he or she shall be punishable by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment not to exceed six (6) months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.
SECTION 8. Section 15.16.010 of Chapter 15.08 (Mechanical Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.16.010 Adoption of the 2019 California Mechanical Code as amended by Title 29 of the 2019 Los Angeles County Mechanical Code.

(1) The 2019 California Mechanical Code as amended by Title 29 of the 2019 Los Angeles County Mechanical Code, which regulate and control the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of heating, venting, cooling, refrigeration systems, or other miscellaneous heat-producing appliances in the City, provides for the issuance of permits and collection of fees therefor and provides for penalties for the violation thereof, with certain changes and amendments thereto, is hereby adopted by reference, and all conflicting ordinances are hereby repealed.

(2) All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

SECTION 9. Section 15.16.030 of Chapter 15.16 (Mechanical Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.16.030 Penalty.

Every person violating any provision of the 2019 California Mechanical Code as amended by Title 29 of the 2019 Los Angeles County Mechanical Code and appendices, adopted by reference by Section 15.16.010, or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof he or she shall be punishable by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment not to exceed six (6) months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.

SECTION 10. Section 15.29.10 of Chapter 15.29 (Residential Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.29.010 Adoption of the 2019 California Residential Code as amended by Title 30 of the 2019 Los Angeles County Residential Code.
(1) The 2019 California Residential Code as amended by Title 30 of the 2019 Los Angeles County Residential Code, together with their appendices, which regulate the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of residential buildings or structures within the City, provide for the issuance of permits and collection of fees therefore, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

(2) All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk’s office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

SECTION 11. Section 15.29.030 of Chapter 15.29 (Residential Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.29.030 Penalty.

Every person violating any provision of the 2019 California Residential Code as amended by Title 30 of the 2019 Los Angeles County Residential Code and appendices, adopted by reference by Section 15.29.010 or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof he or she shall be punishable by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment not to exceed six (6) months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.

SECTION 12. Section 15.32.010 of Chapter 15.32 (Green Building Standards Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.32.010 Adoption of the 2019 California Green Building Standards Code as amended by Title 31 of the 2019 Los Angeles County Green Building Standards Code

(1) The 2019 California Green Building Standards Code as amended by Title 31 of the 2019 Los Angeles County Green Building Standards Code, together with their appendices, which regulate the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of buildings or structures planning, design, operation, construction, use and occupancy of every newly constructed building or structure within the City, provide for the issuance of permits and collection of fees therefore, and provide for penalties for violation
thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

(2) All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk’s office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

SECTION 13. Section 15.32.030 of Chapter 15.32 (Green Building Standards Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.32.030 Penalty.

Every person violating any provision of the 2019 California Green Building Standards Code as amended by Title 31 of the 2019 Los Angeles Green Building Standards Code and appendices, adopted by reference by Section 15.32.010 or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof he or she shall be punishable by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment not to exceed six (6) months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.

SECTION 14. Section 15.34.010 of Chapter 15.34 (Existing Building Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal, is hereby amended as follows:

15.34.010 Adoption of the 2019 California Existing Building Code as amended by Title 33 of the 2019 Los Angeles County Existing Building Code.

(1) The 2019 Los Angeles County Existing Building Code is adopted in its entirety and incorporated by reference into the Cudahy Municipal Code, together with, which regulate the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of buildings or structures planning, design, operation, construction, use and occupancy of every newly constructed building or structure within the City, provide for the issuance of permits and collection of fees therefore, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

(2) All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk’s office, are hereby
referred to, adopted and made part of this chapter as if fully set forth in this chapter with exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

SECTION 15. Section 15.34.030 of Chapter 15.34 (Existing Building Code) of Title 15 (Buildings and Construction) of the Cudahy Municipal Code is hereby amended to read as follows:

Section 15.34.030 Penalty.

Every person violating any provision of the 2019 California Residential Code as amended by Title 33 of the 2019 Los Angeles County Existing Building Code and appendices, adopted by reference by Section 15.34.010 or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof he or she shall be punishable by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment not to exceed six (6) months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.

SECTION 16. Inconsistent Provisions. Any provision of the Cudahy Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Urgency Ordinance.

SECTION 17. Constitutionality. If any section, subsection, sentence, clause, or phrase of this Urgency Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Urgency Ordinance. The City Council hereby declares that it would have passed this Urgency Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 18. Urgency Findings. It is necessary for the City to adopt the above stated Codes as the California Building Codes become effective on January 1, 2020 and it is imperative that the more restrictive local amendments become effective as soon as possible in order to protect the public health, safety, and welfare through their up to date consideration of building safety needs for the community.

SECTION 19. Effective Date. The Mayor shall sign and the City Clerk shall attest to the passage of this Urgency Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within 15 days after its adoption. This Urgency Ordinance shall become effective upon adoption.
PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Cudahy on this 21st day of January 2020.

______________________________
Elizabeth Alcantar
Mayor

ATTEST:

______________________________
Richard Iglesias,
Assistant City Clerk

STATE OF CALIFORNIA   )
COUNTY OF LOS ANGELES  )    SS:
CITY OF CUDAHY        )

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, hereby certify that the foregoing Urgency Ordinance No. 705 was passed and adopted by the City Council of the City of Cudahy at a regular meeting held on the 21st day of January 2020, and that said Urgency Ordinance was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

______________________________
Richard Iglesias
Assistant City Clerk
ANALYSIS


State law requires that the County’s Building Code contain the same requirements as are contained in the building standards published in the most recent edition of the California Building Code. State law allows the County to change or modify these requirements only if it determines that such changes or modifications are reasonably necessary because of local climatic, geological, or topographical conditions.

The changes and modifications to requirements contained in the building standards published in the 2019 California Building Code that are contained in this ordinance are based upon express findings, contained in the ordinance, that such changes are reasonably necessary due to local climatic, geological, or topographical conditions.

This ordinance also makes certain modifications to the administrative provisions of Title 26 and to certain chapters of Title 26 that relate to subjects not covered by the California Building Code.

MARY C. WICKHAM
County Counsel

By
CAROLE B. SUZUKI
Senior Deputy County Counsel
Public Works Division

CBS:Im

Requested: 06/18/19
Revised: 10/15/19
ORDINANCE NO. _________

An ordinance amending Title 26 — Building Code — of the Los Angeles County Code, by adopting by reference the 2019 California Building Code, with certain changes and modifications, and making other revisions thereto.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Sections 119.1.2 through 119.1.14 of Chapter 1, Chapters 2 through 35, and Appendices C, I, and J, which incorporate by reference and modify portions of the 2016 California Building Code, are hereby repealed. Chapter 65 is hereby repealed in its entirety.

SECTION 2. Chapter 1 is hereby amended to read as follows:

100 ADOPTION BY REFERENCE

Except as hereinafter changed or modified, Sections 1.2 through 1.14 of Chapter 1 of Division I of that certain building code known and designated as the 2016 California Building Code, as published by the California Building Standards Commission, are adopted and incorporated by reference into this Title 26 of the Los Angeles County Code as if fully set forth below, and shall be known as Sections 119.1.2 through 119.1.14, respectively, of Chapter 1 of Title 26 of the Los Angeles County Code.

Except as hereinafter changed or modified, Chapters 2 through 35 and Appendices C, H, I, and J of that certain building code known and designated as the 2016 California Building Code, as published by the California Building Standards Commission, are adopted and incorporated by reference into this Title 26 of the Los Angeles County Code.
the Los Angeles County Code as if fully set forth below, and shall be known as Chapters 2 through 35, and Appendices C, H, I, and J, and O of Title 26 of the Los Angeles County Code.

A copy of said California Building Code, hereinafter referred to as the CBC, including the above-designated appendices, shall be at all times maintained by the Building Official for use and examination by the public.

... 

SECTION 102 UNSAFE BUILDINGS

102.1. Definition.

All buildings, structures, or grading work which are structurally unsound or not provided with adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety or health, or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage, lack of an approved water supply, electrical hazard, unsafe gas piping or appliances, or abandonment as specified in this Code or any other effective ordinance, are, for the purpose of this Chapter, unsafe buildings. Whenever the Building Official determines by inspection that a building or structure, whether structurally damaged or not, is dangerous to human life by reason of being located in an area which is unsafe due to hazard from landslide, settlement, or slippage, or any other cause, such building, structure, or grading work shall, for the purpose of this Chapter, be considered an unsafe building.

...
102.4 Unsafe Buildings: Hearing.

102.4.1 Right of hearing.

The party concerned or the Building Official may request a hearing regarding the unsafe condition of the building or structure. The request by the interested party shall be made in writing to the Building Official within 30 days of the date of the notice of the unsafe condition. A hearing shall be requested by the Building Official prior to demolition or repair of an unsafe building by the County except when such demolition or repair is done under the emergency procedure set forth in this Chapter.

...  

102.4.5 Hearing by Building Board of Appeals.

...

When determined by the Building Official, the Code Enforcement Appeals Board or the Building Rehabilitation Appeals Board shall hold the hearing in lieu of the Building Board of Appeals.

...

102.5 Unsafe Buildings; Demolition or Repair.

...

102.5.2 Emergency procedure.

Whenever any portion of a building, structure, or grading work constitutes an immediate hazard to life or property, and in the opinion of the Building Official, the conditions are such that repairs or demolition must be undertaken within less than the designated period, the Building Official may take necessary action, such as performing
alterations, repairs, and/or demolition of the structures, to protect life or property, or both, after giving such notice to the parties concerned as the circumstances will permit or without any notice whatever when, in the Building Official's opinion, immediate action is necessary.

...  

102.5.5 Prosecution.
In case the owner shall fail, neglect, or refuse to comply with the notice to repair, rehabilitate, or to demolish and remove said building or structure or portion thereof, the Building Official shall cause the owner of the building to be prosecuted as a violator of this Code.

...  

SECTION 103 VIOLATIONS AND PENALTIES

103.1 Compliance with Code.
It shall be unlawful for a person to erect, construct, enlarge, alter, repair, move, improve, remove, connect, convert, demolish, equip, or perform any other work on any building or structure or portion thereof, or perform any grading in the unincorporated portion of the County within a property subject to this Code as defined in Section 101.3, or cause the same to be done, contrary to, or in violation of, any of the provisions of this Code.

103.2 Violation.
It shall be unlawful for any person to own, use, occupy, or maintain any building or structure or portion thereof, in the unincorporated portion of the County, or cause the
same to be done, contrary to, or in violation of, any of the provisions of this Code.

\[\ldots\]

103.4.1  General.

The Building Official may record a Notice of Violation (NOV) with the County Recorder's Office that a property, building or structure, or any part thereof, is in violation of any provision of this Code provided that the provisions of this Section are complied with. The remedy provided by this Section is cumulative to any other enforcement actions permitted by this Code.

103.4.2  Recordation.

If (1) the Building Official determines that any property, building, or structure, or any part thereof, is in violation of any provision of this Code; and if (2) the Building Official gives written notice as specified below of said violation; then the Building Official may have sole discretion to, at any time thereafter, record with the County Recorder's Office a Notice of Violation (NOV) that the property and/or any building or structure located thereon is in violation of this Code.

Following the recordation of the NOV notice of violation, the Building Official is not required to conduct an inspection or review of the premises to determine the continued existence of the cited violation. It is the responsibility of the owner or other interested party to meet the requirements of this Code to remove the violation.

103.4.3  Notice.

The written notice given pursuant to this Section shall indicate:

1. The nature of the violation(s); and
2. That if the violation is not remedied to the satisfaction of the Building Official, the Building Official may, at any time thereafter, record with the County Recorder's Office a notice of NOV that the property and/or any building or structure located thereon is in violation of this Code. The notice NOV shall be posted on the property and shall be mailed to the owner of the property as indicated on the last equalized County Assessment roll. The mailed notice NOV may be by registered, certified, or first-class mail.

103.4.4 Rescission.

Any person who desires to have recorded a notice rescinding the NOV notice of violation must first obtain the necessary approval(s) and permit(s) to correct the violation. Once the Building Official determines that the work covered by such permit(s) has been satisfactorily completed, the Building Official may record a notice rescinding the NOV notice of violation.

... 

SECTION 104 ORGANIZATION AND ENFORCEMENT

... 

104.2.10 Cooperation of other officials.

The Building Official may request, and shall receive so far as may be necessary in the discharge of his or her duties, the assistance and cooperation of other officials of the County.

...
SECTION 105  APPEALS BOARDS

105.1  Building Board of Appeals.

105.1.1  General.

Unless otherwise provided for below, in order to conduct the hearings provided for in this Code, there shall be a Building Board of Appeals consisting of five members who are qualified by experience and training to pass upon matters pertaining to building construction. One member shall be a practicing architect, one a builder who is a licensed general contractor, one a lawyer, and two structural engineers, each of whom shall have had at least 10 years' of experience as an architect, builder, lawyer, or structural engineer. The Building Official shall be an ex officio member and shall act as secretary to the Board. The members of the Building Board of Appeals shall be appointed by the Board of Supervisors and shall hold office at its pleasure. The Building Board of Appeals shall adopt reasonable rules and regulations for conducting its investigations. Each member of the Board shall be compensated for each meeting attended as provided from time to time by the County Code.

... 

105.5  Fees.

A fee of $496.30 shall be paid to the Building Official whenever a person requests a hearing or a rehearing before the appeals boards provided for in this Section.

Exception: No fee shall be required for the initial hearing requested pursuant to Sections 102.4.1 or for a hearing requested pursuant to Section 103.4.5.
SECTION 106 PERMITS

106.3 Work Exempted.

A building permit shall not be required for the following:

1. One-story detached accessory buildings used as tool and storage sheds, playhouses, shade structures, pump houses, and similar uses, provided the gross floor area does not exceed 120 square feet (11.15 m²), the height does not exceed 12 feet (3.69 m), and the maximum roof projection does not exceed 24 inches (610 mm).

2. Fences which are not used as a barrier to private swimming pools, spas, or hot tubs, and ground monument signs, provided that:
   
   2.1 Masonry or concrete fences do not exceed 6 feet (1.8 m) in height and are set back from public ways a distance at least equal to the fence height.
   
   2.2 Fences constructed of other materials do not exceed 6 feet (1.8 m) in height.

   2.3 Ground monument signs do not exceed 6 feet (1.8 m) in height.

3. Steel tanks not storing hazardous material as defined in the Fire Code provided that:

   3.1 Steel tanks are supported on a foundation not more than 2 feet...
(610 mm) above grade and when the overall height to diameter or width does not exceed 1½ times the diameter.

3.2 Water tanks constructed of materials other than steel, including cisterns and rain barrels, are supported directly on grade, the overall height to diameter or width does not exceed 1½ times the diameter, and the capacity does not exceed 5000 gallons (18925 L).

... 

6. Motion picture, television and theater stage sets and scenery, except when used as a building. Buildings or structures constructed as part of a set or as scenery shall not be occupied or used for any other purpose.

... 

10. A playhouse or tree house provided that:

10.1 It does not exceed 64 square feet (5.94 m²) in area nor 8 feet (2438 mm) in height from floor to roof.

10.2 The ceiling height as established by door height or plate line does not exceed 6 feet (1829 mm).

11. Canopies or awnings, completely supported by the exterior wall, attached to a Group R-3 or U Occupancy, and extending not more than 54 inches (1372 mm) from the exterior wall of the building, and not encroaching into the public right-of-way or any required fire separation distance specified by this Code.

...
19. Non-combustible livestock shelters provided that the gross floor area does not exceed 300 square feet (27.9 m²), the height does not exceed 12 feet (3.69 m), and at least 3 sides are each a minimum of 65 percent open.

Exemption from the permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code, or other laws, or ordinances, or regulations, or required approvals from other County Departments and State and federal agencies.

106.4.1 Application.

To obtain a permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every such application shall:

6. Where applicable, state the area to be landscaped in square feet (m²), to be landscaped and the source of water for irrigation.

106.5.4 Expiration.

Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 12 months from the date of such permit is issued, or the building or work authorized by such permit is suspended or abandoned.
for a period of 180 days, or the permittee fails to obtain inspection as required by the provisions of Section 108 of this Code for a period of 180 days.

**Exception:** Permits issued to abate violation(s) in conjunction with a code enforcement action shall expire and become null and void at a date not to exceed 12 months from the issuance date or at a date determined by the Building Official.

The Building Official may extend one or more extensions of the time for action by the permittee for a period not exceeding 180 days from the date of expiration upon written request from the permittee and payment of a fee in an amount determined by the Building Official, not to exceed 25 percent of the permit fee. No permit shall be extended more than twice.

\[...\]

**SECTION 107 FEES**

\[...\]

**107.3 Standard Plans.**

The Building Official may approve a set of plans for a building or structure as a "standard plan," provided that the applicant has made proper application, submitted complete sets of plans as required by this Section, and paid the plan checking fee required by Section 107.2, or $173.80, whichever is greater.

Plans shall reflect laws and ordinances in effect at the time a permit is issued except as provided herein below in this Section. Nothing in this Section shall prohibit modifying the permit set of approved standard plans to reflect changes in laws and ordinances which have become effective since the approval of the standard plan.
The standard plans shall become null and void where the work required by such changes exceeds five\% percent of the value of the building or structure.

107.9 Other fees.

The following fees shall be paid before a permit is issued, inspection is made, occupancy is allowed, or a device is operated:

1. In addition to the fees set forth in Items A through K, below, for issuance of each inspection application receipt .....$31.90

G. For application and investigation for relocation building permits as required by the Existing Building CodeChapter 34:

107.10 Exemption from fees.

Neither the Housing Authority of the County of Los Angeles County Development Authority, nor any public officer or body acting in an official capacity on behalf of the Housing Los Angeles County Development Authority, shall pay or deposit any building fee. This Section does not apply where a public officer is acting with reference to private assets, which have come under such public officer’s jurisdiction by virtue of his- or her office. (See Section 107.19 for affordable housing exemption.)
107.15 Preliminary review fees.

Upon payment of a preliminary review fee of $252.80, an applicant may have a building, structure, or other project reviewed by the Building Official prior to submittal of a permit application. Such fee entitles the applicant to two staff hours of review, which may be of any combination of building and specialty Code requirements. An additional fee of $126.40 per hour shall be charged for each hour or portion thereof in excess of two hours. All charges must be paid at the conclusion of any such meeting and before any written findings are issued.

Exception: No fee shall be charged for a preliminary review by one staff member, which does not exceed 15 minutes.

107.17 Annual review of fees.

The fees in this Code shall be reviewed annually by the Director of Public Works. Beginning on July 1, 1992, and thereafter on each succeeding July 1, the amount of each fee in this Code shall be adjusted as follows: Calculate the percentage movement between March of the previous year and March of the current year in the Consumer Price Index (CPI) for all urban consumers in the Los Angeles-Long Beach-Anaheim and Riverside-Los Angeles-Long Beach-Anaheim, CA areas, as published by the United States Government Bureau of Labor Statistics; and adjust each fee by said percentage amount and round off to the nearest 10 cents, provided, however, that no adjustment shall decrease any fee and no fee shall exceed the reasonable cost of providing services. When it is determined that the amount reasonably necessary to
recover the cost of providing services is in excess of this adjustment, the Building
Official may present fee proposals to the Board of Supervisors for approval.

107.18 Fees — factory-built housing.

107.18.1 General.
The fees established by Section 107 for building permits and for plan checking
shall be modified for "Factory-built Housing" as set forth in this Section.

107.18.2 Definitions.
For the purpose of this Section, certain terms are defined as follows:

"FACTORY-BUILT HOUSING" shall mean structures which meet all of the following criteria: (1) fabrication at an off-site location under
the inspection of the State; for which the state inspection agency has attested to
compliance with the applicable State laws and regulations by the issuance of an
insignia; (2) bearing the State insignia and which have not been modified since
fabrication in a manner that would void the State approval; and (3) for which the County
of Los Angeles has been relieved by statute of the responsibility for the enforcement of
laws and regulations of the State of California or the County of Los Angeles.

"Unit" UNIT shall mean a single factory-assembled component of the factory-built
housing brought to the jobsite for connection to the foundation and/or connection to
other units of the structure.

107.19 Fee exemption—affordable housing.

...
**NONPROFIT ORGANIZATION** is a corporation organized under the Nonprofit Public Benefit Corporation Law of the State of California (Corporations Code Section 5120, et seq.) and which qualifies under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law as an exempt organization. A corporation or body organized for the private gain of any person shall not be deemed to be a nonprofit organization.

**BUILDING FEE** shall include plan check, permit, and inspection fees required by Titles 26, 27, 28, 29, 30, 31 and 33 of the Los Angeles County Code.

**LOWER-INCOME HOUSEHOLDS** shall be as defined in Section 50079.5 of the Health and Safety Code.

**NONPROFIT ORGANIZATION** is a corporation organized under the Nonprofit Public Benefit Corporation Law of the State of California (Corporations Code Section 5120 et seq.) and which qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law. A corporation or body organized for the private gain of any person shall not be deemed to be a nonprofit organization.

**VERY LOW-INCOME HOUSEHOLDS** shall be as defined in Section 50105 of the Health and Safety Code.

...
108.1 General.

A site inspection may be required prior to plan check of building plans for lots or parcels in areas having slopes of 5 horizontal to 1 vertical (5:1) or steeper when the Building Official finds that a visual inspection of the site is necessary to establish drainage and/or grading requirements for the protection of property, existing buildings, or the proposed construction. The fee for such inspection shall be as set forth in Section 107.9. When approved by the Building Official, such a preinspection shall not be required for a building pad previously graded under the provisions of Appendix J.

108.4 Required Inspections.

108.4.6 Fire and smoke resistant penetrations.

Inspection shall be made after all protection of joints and penetrations in fire-resistance-rated assemblies, smoke barriers, and smoke partitions are installed, but prior to concealing the joints and penetrations.

108.7 Inspection Requests.

It shall be the duty of the permit holder to notify the Building Official that work authorized by a permit is ready for inspection. The Building Official may require that every request for inspection be filed at least one working day before such inspection is desired. Such request shall be submitted in writing or by telephone at the option of a manner prescribed by the Building Official.
It shall be the duty of the person requesting any inspection required by this Code to provide access to and means for inspection of such work.

...  
SECTION 109 USE AND OCCUPANCY  
...  
109.2 Change in Use.  
Changes in the character or use of a building shall not be made except as specified in the Existing Building Code. When required by the Building Official, a new certificate of occupancy shall be issued in accordance with Section 109.3 where there is a change in a building's use, or a portion thereof, with no change in its occupancy classification.

...  
SECTION 110 PROHIBITED USES OF BUILDING SITES  
110.1 Flood hazard.  
110.1.1 Buildings are not permitted in an area determined by the Building Official to be subject to flood hazard by reason of inundation, overflow, or erosion.

The placement of the building and other structures (including walls and fences) on the building site shall be such that water or mud flow will not be a hazard to the building or adjacent property, or obstruct a natural drainage course. Subject to the conditions of Section 110.1.2, this prohibition shall not apply when provision is made to eliminate such hazard to the satisfaction of the Building Official by providing adequate
drainage facilities by protective walls, suitable fill, raising the floor level of the building, a combination of these methods, or by other means. The Building Official, in the application of this Section for buildings, structures, and grading located in whole or in part in flood hazard areas, shall enforce, as a minimum, the current Federal Flood Plain Management Regulations defined in Title 44, Code of Federal Regulations, Section 60.3, and may require the applicant or property owner to provide the following information and/or comply with the following provisions:

...  

110.2 Geotechnical Hazards.  

...  

110.2.3.5 When the proposed work involves the repair of a single-family residence or accessory structures where the cost of such repair exceeds 25 percent of the current market value of the existing building.

The scope of the repair work shall be subject to the approval of the Building Official. Before a permit may be issued pursuant to this Section, the owner shall do all of the following:

1. Submit an engineering geology and/or soils engineering report or reports that contain(s), at a minimum, a qualitative and/or conditional finding that the proposed work complies with the provisions of Section 110.2.1 of this Code.

...  

110.2.3.6 When the proposed work involves the replacement of structures destroyed by causes other than landslide, settlement, or slippage, and the
permit applicant was the owner of the property at the time of the loss, their immediate
heir(s), or their authorized representative, and the application for a permit under this
Section is filed no later than ten (10) years following the date of the loss.

2. Submit an engineering geology and/or soils engineering report or reports
that contain, at a minimum, a qualitative and/or conditional finding that the proposed
work complies with the provisions of Section 110.2.1 of this Code and that contain
recommendations for enhancing the stability of the site.

110.2.3.7 When the proposed work involves a one-story, detached,
light-framed structure not intended or used for human occupancy, such as a garage,
carport, patio cover, deck or storage shed, accessory to a single-family residence not
exceeding 400 square feet (37.2 m²) in gross floor area nor 12 feet (3.69 m) in height.
Before a permit may be issued pursuant to this Section, the owner shall do all of the
following:

110.2.3.8 When the Building Official determines that the hazard from
landslide, settlement, or slippage is based solely on the fact that the area has been
identified as a potentially liquefiable area in a seismic hazard zone (pursuant to Public
Resources Code Section 2690 et seq.) and a foundation investigation is performed in
connection with the work in accordance with Section 1803 of this Code.
110.2.3.10 When the proposed work involves the repair and restoration of a slope. Before a permit may be issued pursuant to this Section, the owner shall submit an engineering geology and/or soils engineering report or reports that contain(s) the following:

1. A description and analysis of the existing conditions, including the cause or causes of the failed slope.
2. Recommendations for the repair of the failed slope.
3. A qualitative and/or conditional finding that the proposed work complies with the provisions of Section 110.2.1 of this Code.

... 

110.3 Fills Containing Decomposable Material.

Permits shall not be issued for new buildings or enclosed structures, additions, or conversions of a building or structure to habitable or occupiable space regulated by this Code within (1,000) feet (304.8 m) of fills containing rubbish or other decomposable material unless the fill is isolated by approved natural or artificial protective systems or unless designed according to the recommendation contained in a report prepared by a registered design professional, such as a licensed civil engineer or a licensed petroleum engineer. Such report shall contain a description of the investigation, study, and recommendation to minimize the possible intrusion, and to prevent the accumulation of explosive concentrations of decomposition gases within or under enclosed portions of such building or structure. At the time of the final inspection, the civil engineer registered design professional shall furnish a signed statement attesting that the building or
structure has been constructed in accordance with the civil-engineer's design professional's recommendations as to decomposition gases required herein.

**Exception:** When approved by the Building Official, mitigation of decomposition gases shall not be required for additions to single-family dwellings not exceeding 400 square feet (37.2 m²) in gross floor area and/or alterations to single-family dwellings.

...  

110.4 Methane Gas Hazards.

Permits shall not be issued for new buildings or enclosed structures, additions, or conversions of a building or structure to habitable or occupiable space regulated by this Code on, adjacent to, or within 300 feet (91.44 m) of active, abandoned or idle oil or gas well(s) unless designed according to recommendations contained in a report prepared by a registered design professional, such as a licensed civil engineer and/or a licensed petroleum engineer, to evaluate whether such wells are being properly operated or maintained, or are abandoned. No permits shall be issued until documentation of proper operation, maintenance, or abandonment, or reabandonment is submitted to and approved by the Building Official.

**Exceptions:**

1. When approved by the Building Official, mitigation of methane gas hazards shall not be required for additions or alterations to existing buildings or structures located no closer than 200 feet (60.96 m) to active, abandoned, or idle oil or gas well(s).
2. Grading permits may be issued when the proposed work is necessary to mitigate the methane gas hazard.

As used in this Section, "well" shall mean any well as defined by Section 3008, Subdivisions (a), (b), and (c) of the California Public Resources Code.

110.5 **Contaminated soil hazards.**

Permits shall not be issued for new buildings or enclosed structures, additions, or conversions of a building or structure to habitable or occupiable space regulated by this Code on contaminated soil unless designed according to recommendations contained in a report prepared by a registered design professional, such as a licensed civil engineer or licensed petroleum engineer. Such report shall contain a description of the design professional's investigation and recommendation to prevent the accumulation of hazardous concentrations of organic and inorganic compounds, gases, or other accumulation of hazardous material caused by contaminated soil within or under enclosed portions of such building or structure. At the time of the final inspection, the registered design professional shall furnish a signed statement attesting that the building or structure has been constructed in accordance with the engineer's recommendations to address the contaminated soil conditions.

As used in this Section, "contaminated soil" shall mean contaminated soil as defined by Title 14 of California Code Regulation Section 17361(b). "Contaminated soil" shall also include soil containing harmful concentrations of any additional organic or inorganic compounds that the Building Official determines to be hazardous or potentially hazardous.
110.66 Conditional use.

...

SECTION 112 EARTHQUAKE FAULT MAPS

Earthquake Fault Zone Maps within the County of Los Angeles prepared under Sections 2622 and 2623 of the California Public Resources Code, which show traces of earthquake faults, are hereby declared to be, on the date of official issue, a part of this Code, and may be referred to elsewhere in this Code. Earthquake Fault Zone Maps revised under the above sections of the California Public Resources Code shall, on the date of their official issue, supersede previously issued maps, which they replace.

...

SECTION 113 EARTHQUAKE FAULTS

...

113.3 Definition.

For the purpose of this Section, a geologist shall be a professional geologist, licensed by the California State Board for Professional Engineers, Land Surveyors, and Geologists and Geophysicists to practice geology in California.

...

| TABLE 1-D |
| LANDSCAPE PERMIT FEES UP TO ONE ACRE |

<table>
<thead>
<tr>
<th>BASED ON AREA TO BE LANDSCAPED</th>
<th>FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,500 - 7,500 ft² (23246.5 m² - 696.8 m²)</td>
<td>$218.80</td>
</tr>
<tr>
<td>7,501 - 15,000 ft² (696.9 m² - 1393.5 m²)</td>
<td>$328.20</td>
</tr>
<tr>
<td>15,001 - 30,000 ft² (1393.6 m² - 2787.1 m²)</td>
<td>$655.90</td>
</tr>
<tr>
<td>30,001 ft² - 1 acre (2787.2 m² - 4046.9 m²)</td>
<td>$801.80</td>
</tr>
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</table>
TABLE 1-E
LANDSCAPE PLAN CHECK FEES UP TO ONE ACRE

<table>
<thead>
<tr>
<th>BASED ON AREA TO BE LANDSCAPED</th>
<th>FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,500 - 7,500 ft² (23246.5 m² - 696.8 m²)</td>
<td>$1,805.50</td>
</tr>
<tr>
<td>7,501 - 15,000 ft² (696.9 m² - 1393.5 m²)</td>
<td>$1,949.80</td>
</tr>
<tr>
<td>15,001 - 30,000 ft² (1393.6 m² - 2787.1 m²)</td>
<td>$2,094.50</td>
</tr>
<tr>
<td>30,001 ft² - 1 acre (2787.2 m² - 4046.9 m²)</td>
<td>$2,384.80</td>
</tr>
</tbody>
</table>

TABLE 1-F
CODE ENFORCEMENT FEES

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Investigation and Processing</td>
<td>$376.10</td>
</tr>
<tr>
<td>2 - Preparation of job specifications</td>
<td>$503.60</td>
</tr>
<tr>
<td>3 - Board of Supervisors or City Council approval Reserved</td>
<td>$256.60</td>
</tr>
<tr>
<td>4 - Contract cancellation</td>
<td>$262.60</td>
</tr>
<tr>
<td>5 - Contract performance inspection</td>
<td>$201.20</td>
</tr>
<tr>
<td>6 - For processing a 45-day letter</td>
<td>$509.90</td>
</tr>
<tr>
<td>7 - For processing a Notice of Violation</td>
<td>$405.20</td>
</tr>
<tr>
<td>8 - For processing a Rescission of Notice of Violation</td>
<td>$348.60</td>
</tr>
<tr>
<td>9 - Billing</td>
<td>$150.30</td>
</tr>
<tr>
<td>10 - Record Lien</td>
<td>$150.30</td>
</tr>
<tr>
<td>11 - Filing of Special Assessment</td>
<td>$254.80</td>
</tr>
</tbody>
</table>

SECTION 3.
Section 202 is hereby amended to read as follows:

... INTERMODAL SHIPPING CONTAINER. A six-sided steel unit originally constructed as a general cargo container used for the transport of goods and materials. ...

SECTION 4.
Section 701A.1 is hereby amended to read as follows:

701A.1 Scope.

This chapter applies to building materials, systems, and/or assemblies used in the exterior design and construction of new buildings-located, and to additions.
alterations, or repairs made to existing buildings, erected, constructed, or moved within
a Wildland-Urban Interface Fire Area as defined in Section 702A.

SECTION 5. Section 701A.3 is hereby amended to read as follows:

701A.3 Application.

New buildings, and any additions, alterations, or repairs made to existing buildings located in or moved within any Fire Hazard Severity Zone within State Responsibility Areas or any Wildland-Urban Interface Fire Area designated by the enforcing-agency, Los Angeles County Fire Department, that is constructed after the application date shall comply with the provisions of this Chapter.

Exceptions:

... .

4. Reserved. Additions to and remodels of buildings originally constructed prior to the applicable application date.

SECTION 6. Section 701A.3.1 is hereby amended to read as follows:

701A.3.1 Application date and where required.

New buildings for which an application for a building permit is submitted on or after July 1, 2008, and any additions, alterations, or repairs made to existing buildings for which an application for a building permit is submitted on or after January 1, 2020, located in any Fire Hazard Severity Zone or Wildland—Urban Interface Fire Area shall comply with all sections of this Chapter, including all of the following areas:

...
Exceptions:

1. New buildings located in any Fire Hazard Severity Zone within State Responsibility Areas, for which an application for a building permit is submitted on or after January 1, 2008, shall comply with all sections of this chapter.

2. New buildings located in any Fire Hazard Severity Zone within State Responsibility Areas or any Wildland–Urban Interface Fire Area designated by cities and other local agencies for which an application for a building permit is submitted on or after December 1, 2005, but prior to July 1, 2008, shall only comply with the following sections of this chapter:

... 

SECTION 7. Section 701A.3.2 is hereby amended to read as follows:

701A.3.2 Application to accessory buildings and miscellaneous structures.

New accessory buildings and miscellaneous structures, including additions, alterations, or repairs, as specified in Section 710A shall comply only with the requirements of that section.

SECTION 8. Section 701A.4 is hereby amended to read as follows:

701A.4 Inspection and certification.

Building permit applications and final completion approvals for buildings within the scope and application of this chapter shall comply with the following:

1. Building permit issuance. The local building official shall, prior to construction, provide the owner or applicant a certification that the building as proposed...
to be built complies with all applicable state and local building standards, including those for materials and construction methods for wildfire exposure as described in this Chapter. Issuance of a building permit by the local Building Official for the proposed building shall be considered as complying with this Section.

2. Building permit final. The local Building Official shall, upon completion of construction, provide the owner or applicant with a copy of the final inspection report that demonstrates the building was constructed in compliance with all applicable state and local building standards, including those for materials and construction methods for wildfire exposure as described in this Chapter. Issuance of a certificate of occupancy by the local Building Official for the proposed building shall be considered as complying with this Section.

SECTION 9. Section 702A is hereby amended to read as follows:

702A DEFINITIONS

FIRE PROTECTION PLAN is a document prepared for a specific project or development proposed for a Wildland-Urban Interface Fire Area. It describes ways to minimize and mitigate potential for loss from wildfire exposure.

The Fire Protection Plan shall be in accordance with this Chapter and the California Title 32 – Fire Code – of the Los Angeles County Code, Chapter 49. When required by the enforcing agency for the purposes of granting modifications, a fire protection plan shall be submitted. Only locally adopted ordinances that have been filed with the California Building Standards Commission or the Department of Housing and...
FIRE HAZARD SEVERITY ZONES are geographical areas designated pursuant to California Public Resources Codes Sections 4201 through 4204 and classified as Very High, High, or Moderate in State Responsibility Areas or as Local Agency Very High Fire Hazard Severity Zones designated pursuant to California Government Code Sections 51175 through 51189. See California Title 32 — Fire Code — of the Los Angeles County Code, Chapter 49.

... WILDLAND-URBAN INTERFACE FIRE AREA is a geographical area identified by the state as a "Fire Hazard Severity Zone" in accordance with the Public Resources Code Sections 4201 through 4204 and Government Code Sections 51175 through 51189, or other areas designated by the enforcing agency Los Angeles County Fire Department to be at a significant risk from wildfires.

SECTION 10. Section 703A.2 is hereby amended to read as follows:

703A.2 Qualification by testing.

Material and material assemblies tested in accordance with the requirements of Section 703A shall be accepted for use when the results and conditions of those tests are met. Product evaluation testing of material and material assemblies shall be approved or listed by the State Fire Marshal, the Building Official, or identified in a current report issued by an approved agency.

SECTION 11. Section 703A.3 is hereby amended to read as follows:
703A.3 Approved agency.

Product evaluation testing shall be performed by an approved agency as defined in Section 1702. The scope of accreditation for the approved agency shall include building product compliance with this Code.

SECTION 12. Section 703A.5.2 is hereby amended to read as follows:

703A.5.2 Weathering.

Fire-retardant-treated wood and fire-retardant-treated wood-shingles and shakes shall meet the fire test performance requirements of this Chapter after being subjected to the weathering conditions contained in the following standards, as applicable to the materials and the conditions of use.

SECTION 13. Section 703A.5.2.2 is hereby deleted in its entirety.

703A.5.2.2 Fire-retardant-treated wood-shingles and shakes.

Fire-retardant-treated wood-shingles and shakes shall be approved and listed by the State Fire Marshal in accordance with Section 208(e), Title 19 California Code of Regulations.

SECTION 14. Section 703A.6 is hereby amended to read as follows:

703A.6 Alternates for materials, design, tests, and methods of construction.

The enforcing agency is permitted to modify the provisions of this Chapter for site-specific conditions in accordance with Chapter 1, Section 4.11.2.4104.2.7. When required by the enforcing agency Building Official for the purposes of granting
modifications, a fire protection plan shall be submitted in accordance with the California Title 32—Fire Code—of the Los Angeles County Code, Chapter 49.

SECTION 15. Section 704A.4 is hereby amended to read as follows:
704A.4 Alternative methods for determining ignition-resistant material.

...  
3. Fire retardant treated wood shingles and shakes. Fire-retardant treated wood shingles and shakes, as defined in section 1505.6 and listed by State Fire Marshal for use as "Class B" roof covering, shall be accepted as an Ignition-resistant wall covering material when installed over solid sheathing.

SECTION 16. Section 705A.2 is hereby amended to read as follows:
705A.2 Roof coverings.

Roof coverings shall be Class A as specified in Section 1505.2. Where the roof profile allows a space between the roof covering and roof decking, the spaces shall be constructed to prevent the intrusion of flames and embers, be firestopped with approved materials or have one layer of minimum 72 pound (32.4 kg) mineral-surfaced non-perforated cap sheet complying with ASTM D3909 installed over the combustible decking. Wood shingles and wood shakes are prohibited in any Fire Hazard Severity Zones regardless of classification.

SECTION 17. Section 706A.3 is hereby amended to read as follows:
706A.3 Ventilation openings on the underside of eaves and cornices.
Exceptions:

2. The enforcing-agency Building Official shall be permitted to accept or approve special eave and cornice vents that resist the intrusion of flame and burning embers.

SECTION 18. Section 710A.3 is hereby amended to read as follows:

710A.3 Where required.

No requirements shall apply to accessory buildings or miscellaneous structures when located at least 50 feet from an applicable building. Applicable accessory buildings and attached miscellaneous structures, or detached miscellaneous structures that are installed at a distance of less than 3 feet from an applicable building, shall comply with this Section. When required by the enforcing-agency Building Official, detached miscellaneous structures that are installed at a distance of more than 3 feet but less than 50 feet from an applicable building shall comply with the requirements of this Section.

SECTION 19. Section 710A.3.3 is hereby amended to read as follows:

710A.3.3 Detached miscellaneous structure requirements.

When required by the enforcing-agency Building Official, applicable detached miscellaneous structures that are installed at a distance of more than 3 feet but less than 50 feet from an applicable building shall be constructed of noncombustible
materials or of ignition-resistant materials as described in Section 704A.2.

SECTION 20. Section 1030.1.1 is hereby amended to read as follows:

1030.1.1 Operational constraints and opening control devices.

... Where security bars (burglar bars) are installed on emergency egress and rescue windows or doors, on or after July 1, 2000, such devices shall comply with California Building Standards Code, Part 12, Chapter 12-3 and other applicable provisions of Part 2.

... 

SECTION 21. Section 1507.3.1 is hereby amended to read as follows:

1507.3.1 Deck requirements.

Concrete and clay tile shall be installed only over solid sheathing-or-spaced structural sheathing boards.

SECTION 22. Table 1507.3.7 is hereby amended to read as follows:

<table>
<thead>
<tr>
<th>TABLE 1507.3.7</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLAY AND CONCRETE TILE ATTACHMENT a,b,c</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Maximum Allowable Stress Design Wind Speed, $V_{ad}$ (mph)</th>
<th>Mean roof height (feet)</th>
<th>Roof slope $&lt;3:12$</th>
<th>Roof slope $3:12$ and over</th>
</tr>
</thead>
<tbody>
<tr>
<td>85</td>
<td>0 - 60</td>
<td>Minimum slope: 2.5:12</td>
<td>Two fasteners per tile. Only one-fastener-on-slopes-of $7:12$ and-</td>
</tr>
<tr>
<td>100</td>
<td>0 - 40</td>
<td>One-fastener-per-tile. Flat-</td>
<td>Two fasteners per tile. Only one-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>tile-without-vertical-laps.-</td>
<td>fastener-on-slopes-of $7:12$ and-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Two fasteners per tile.</td>
<td>less-for-tiles-with-installed-weight-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Installations on spaced/solid sheathing with battens-or-spaced-sheathing)</td>
<td>exceeding $7.5$ lbs/sq. ft. having-a-weight-no-greater-than-16-inches.</td>
</tr>
</tbody>
</table>

a, b, c
<table>
<thead>
<tr>
<th>Allowable Stress Design Wind Speed, ( V_{\text{asef}} ) (mph)</th>
<th>height (feet)</th>
<th>( 5:12 &lt; 12:12 )</th>
<th>( 12:12 ) and over</th>
</tr>
</thead>
<tbody>
<tr>
<td>85</td>
<td>0 - 60</td>
<td>Fasteners are not required. Tiles with installed weight less than 9 lbs/sq.ft. require not fewer than ( \text{Minimum slope is 4:12.} ) One fastener per tile.</td>
<td>One fastener per tile every other row. All perimeter tiles require one fastener. Tiles with installed weight less than 9 lbs/sq.ft. require not fewer than one fastener per tile.</td>
</tr>
<tr>
<td>100</td>
<td>0 - 40</td>
<td></td>
<td>One fastener required for every tile. Tiles with installed weight less than 9 lbs/sq.ft. require not fewer than one fastener per tile.</td>
</tr>
</tbody>
</table>

**INTERLOCKING CLAY OR CONCRETE ROOF TILE WITH PROJECTING ANCHOR LUGS**

(Installations on solid sheathing without battens)

<table>
<thead>
<tr>
<th>Maximum Allowable Stress Design Wind Speed, ( V_{\text{asef}} ) (mph)</th>
<th>Mean roof height (feet)</th>
<th>All-Minimum roof slopes 4 units vertical in 12 units horizontal Maximum slope 7 units vertical in 12 units horizontal</th>
</tr>
</thead>
</table>

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 mile per hour = 0.447 m/s, 1 pound per square foot = 4.882 kg/m².

a Minimum fastener size. Hot dipped galvanized ring shank or other corrosion-resistant nails not less than No. 11 gage with \( \frac{3}{16} \)-inch head. Fasteners shall be long enough to penetrate into the sheathing \( \frac{3}{4} \) inch or through the thickness of the sheathing, whichever is less. Attaching wire for clay and concrete tile shall not be smaller than 0.083 inch and shall be copper, brass, or stainless steel.

**SECTION 23.** Section 1613.5 is hereby added to read as follows:

1613.5 **Modifications to ASCE 7.**

The text of ASCE 7 shall be modified as indicated in Sections 1613.5.1 through 1613.5.3.

1613.5.1 **ASCE 7, 12.12.3.1, Exception 3.**

Modify ASCE 7, Section 12.2.3.1, Exception 3, to read as follows:
3. Detached one- and two-family dwellings up to two stories in height of light frame construction.

1613.5.2 ASCE 7, Section 12.11.2.2.3.

Modify ASCE 7, Section 12.11.2.2.3, to read as follows:

12.11.2.2.3 Wood diaphragms.

The anchorage of concrete or masonry structural walls to wood diaphragms shall be in accordance with AWC SDPWS 4.1.5.1 and this section. Continuous ties required by this section shall be in addition to the diaphragm sheathing. Anchorage shall not be accomplished by use of toe nails or nails subject to withdrawal, nor shall wood ledgers or framing be used in cross-grain bending or cross-grain tension. The diaphragm sheathing shall not be considered effective as providing ties or struts required by this section.

For structures assigned to Seismic Design Category D, E, or F, wood diaphragms supporting concrete or masonry walls shall comply with the following:

1. The spacing of continuous ties shall not exceed 40 feet. Added chords of diaphragms may be used to form subdiaphragms to transmit the anchorage forces to the main continuous crossties.

2. The maximum diaphragm shear used to determine the depth of the subdiaphragm shall not exceed 75 percent of the maximum diaphragm shear.
ASCE 7, 12.12.3.

Modify ASCE 7 Equation 12.12-1 of Section 12.12.3 to read as follows:

\[ \delta_M = \frac{C_d \delta_{\text{max}}}{T_5} \]

(Equation 12.12-1)

SECTION 24. Section 1613.6 is hereby added to read as follows:

1613.6 Seismic design provisions for hillside buildings.

1613.6.1 Purpose.

The purpose of this Section is to establish minimum regulations for the design and construction of new buildings and additions to existing buildings when constructing such buildings on or into slopes steeper than one unit vertical in three units horizontal (33.3 percent). These regulations establish minimum standards for seismic force resistance to reduce the risk of injury or loss of life in the event of earthquakes.

1613.6.2 Scope.

The provisions of this Section shall apply to the design of the lateral-force-resisting system for hillside buildings at and below the base level diaphragm. The design of the lateral-force-resisting system above the base level diaphragm shall be in accordance with the provisions for seismic and wind design as required elsewhere in this Chapter.

Exceptions:

1. Non-habitable accessory buildings and decks not supporting or supported from the main building are exempt from these regulations.
2. Additions to existing buildings that do not exceed 10 percent of the existing floor area provided that the addition is being supported completely by the existing foundation.

1613.6.3 Definitions.

For the purposes of this Section certain terms are defined as follows:

BASE LEVEL DIAPHRAGM is the floor at, or closest to, the top of the highest level of the foundation.

DIAPHRAGM ANCHORS are assemblies that connect a diaphragm to the adjacent foundation at the uphill diaphragm edge.

DOWNHILL DIRECTION is the descending direction of the slope approximately perpendicular to the slope contours.

FOUNDATION is concrete or masonry that supports a building, including footings, stem walls, retaining walls, and grade beams.

FOUNDATION EXTENDING IN THE DOWNHILL DIRECTION is a foundation running downhill and approximately perpendicular to the uphill foundation.

HILLSIDE BUILDING is any building or portion thereof constructed on or into a slope steeper than one unit vertical in three units horizontal (33.3 percent). If only a portion of the building is supported on or into the slope, these regulations apply to the entire building.

PRIMARY ANCHORS are diaphragm anchors designed for and providing a direct connection as described in Sections 1613.6.5 and 1613.6.7.3 between the diaphragm and the uphill foundation.
SECONDARY ANCHORS are diaphragm anchors designed for and providing a redundant diaphragm to foundation connection, as described in Sections 1613.6.6 and 1613.6.7.4.

UPHILL DIAPHRAGM EDGE is the edge of the diaphragm adjacent and closest to the highest ground level at the perimeter of the diaphragm.

UPHILL FOUNDATION is the foundation parallel and closest to the uphill diaphragm edge.

1613.6.4 Analysis and design.

1613.6.4.1 General.

Every hillside building within the scope of this Section shall be analyzed, designed, and constructed in accordance with the provisions of this Chapter. When the code-prescribed wind design produces greater effects, the wind design shall govern, but detailing requirements and limitations prescribed in this Section and all referenced Sections shall be followed.

1613.6.4.2 Base level diaphragm-downhill direction.

The following provisions shall apply to the seismic analysis and design of the connections for the base level diaphragm in the downhill direction.

1613.6.4.2.1 Base for lateral force design defined.

For seismic forces acting in the downhill direction, the base of the building shall be the floor at, or closest to, the top of the highest level of the foundation.
1613.6.4.2.2 Base shear.

In developing the base shear for seismic design, the response modification coefficient (R) shall not exceed 5 for bearing wall and building frame systems. The total base shear shall include the forces tributary to the base level diaphragm, including forces from the base level diaphragm.

1613.6.5 Base shear resistance for primary anchors.

1613.6.5.1 General.

The base shear in the downhill direction shall be resisted through primary anchors from diaphragm struts provided in the base level diaphragm to the foundation.

1613.6.5.2 Location of primary anchors.

A primary anchor and diaphragm strut shall be provided in line with each foundation extending in the downhill direction. Primary anchors and diaphragm struts shall also be provided where interior vertical lateral-force-resisting elements occur above and in contact with the base level diaphragm. The spacing of primary anchors and diaphragm struts or collectors shall in no case exceed 30 feet (9,144 mm).

1613.6.5.3 Design of primary anchors and diaphragm struts.

Primary anchors and diaphragm struts shall be designed in accordance with the requirements of Section 1613.6.8.

1613.6.5.4 Limitations.

The following lateral-force-resisting elements shall not be designed to resist seismic forces below the base level diaphragm in the downhill direction:

1. Wood structural panel wall sheathing;
2. Cement plaster and lath;
3. Gypsum wallboard; and
4. Tension-only braced frames.

Braced frames designed in accordance with the requirements of Section 2205.2.2 may be used to transfer forces from the primary anchors and diaphragm struts to the foundation provided lateral forces do not induce flexural stresses in any member of the frame or in the diaphragm struts. Deflections of frames shall account for the variation in slope of diagonal members when the frame is not rectangular.

1613.6.6 Base shear resistance for secondary anchors.

1613.6.6.1 General.

In addition to the primary anchors required by Section 1613.6.5, the base shear in the downhill direction shall be resisted through secondary anchors in the uphill foundation connected to diaphragm struts in the base level diaphragm.

Exception: Secondary anchors are not required where foundations extending in the downhill direction spaced at not more than 30 feet (9,144 mm) on center extend up to and are directly connected to the base level diaphragm for at least 70 percent of the diaphragm depth.

1613.6.6.2 Secondary anchor capacity and spacing.

Secondary anchors at the base level diaphragm shall be designed for a minimum force equal to the base shear, including forces tributary to the base level diaphragm, but not less than 600 pounds per lineal foot (8.76 kN/m). The secondary anchors shall be
uniformly distributed along the uphill diaphragm edge and shall be spaced at a maximum of four feet (1,219 mm) on center.

1613.6.6.3 Design.

Secondary anchors and diaphragm struts shall be designed in accordance with Section 1613.6.8.

1613.6.7 Diaphragms below the base level for downhill direction.

The following provisions shall apply to the lateral analysis and design of the connections for all diaphragms below the base level diaphragm in the downhill direction.

1613.6.7.1 Diaphragm defined.

Every floor level below the base level diaphragm shall be designed as a diaphragm.

1613.6.7.2 Design force.

Each diaphragm below the base level diaphragm shall be designed for all tributary loads at that level using a minimum seismic force factor not less than the base shear coefficient.

1613.6.7.3 Design force-resistance for primary anchors.

The design force described in Section 1613.5.7.2 shall be resisted through primary anchors from diaphragm struts provided in each diaphragm to the foundation. Primary anchors shall be provided and designed in accordance with the requirements and limitations of Section 1613.5.5.

1613.6.7.4 Design force-resistance for secondary anchors.
1613.6.7.4.1 General.

In addition to the primary anchors required in Section 1613.5.7.3, the design force in the downhill direction shall be resisted through secondary anchors in the uphill foundation connected to diaphragm struts in each diaphragm below the base level.

Exception: Secondary anchors are not required where foundations extending in the downhill direction, spaced at not more than 30 feet (9,144 mm) on center, extend up to and are directly connected to each diaphragm below the base level for at least 70 percent of the diaphragm depth.

1613.6.7.4.2 Secondary anchor capacity.

Secondary anchors at each diaphragm below the base level diaphragm shall be designed for a minimum force equal to the design force but not less than 300 pounds per lineal foot (4.38 kN/m). The secondary anchors shall be uniformly distributed along the uphill diaphragm edge and shall be spaced at a maximum of four feet (1,219 mm) on center.

1613.6.7.4.3 Design.

Secondary anchors and diaphragm struts shall be designed in accordance with Section 1613.6.8.

1613.6.8 Primary and secondary anchorage and diaphragm strut design.

Primary and secondary anchors and diaphragm struts shall be designed in accordance with the following provisions:
1. Fasteners. All bolted fasteners used to develop connections to wood members shall be provided with square plate washers at all bolt heads and nuts.

Washers shall be minimum 0.229 inch by 3 inches by 3 inches (5.82 mm by 76 mm by 76 mm) in size. Nuts shall be tightened to finger tight plus one-half (1/2) wrench turn prior to covering the framing.

2. Fastening. The diaphragm to foundation anchorage shall not be accomplished by the use of toenailing, nails subject to withdrawal, or wood in cross-grain bending or cross-grain tension.

3. Size of Wood Members. Wood diaphragm struts, collectors, and other wood members connected to primary anchors shall not be less than three-inch (76 mm) nominal width. The effects of eccentricity on wood members shall be evaluated as required per Item 9.

4. Design. Primary and secondary anchorage, including diaphragm struts, splices, and collectors shall be designed for 125 percent of the tributary force.

5. Allowable Stress Increase. The one-third allowable stress increase permitted under Section 1605.3.2 shall not be taken when the working (allowable) stress design method is used.

6. Steel Element of Structural Wall Anchorage System. The strength design forces for steel elements of the structural wall anchorage system, with the exception of anchor bolts and reinforcing steel, shall be increased by 1.4 times the forces otherwise required.
7. Primary Anchors. The load path for primary anchors and diaphragm struts shall be fully developed into the diaphragm and into the foundation. The foundation must be shown to be adequate to resist the concentrated loads from the primary anchors.

8. Secondary Anchors. The load path for secondary anchors and diaphragm struts shall be fully developed in the diaphragm but need not be developed beyond the connection to the foundation.

9. Symmetry. All lateral force foundation anchorage and diaphragm strut connections shall be symmetrical. Eccentric connections may be permitted when demonstrated by calculation or tests that all components of force have been provided for in the structural analysis or tests.

10. Wood Ledgers. Wood ledgers shall not be used to resist cross-grain bending or cross-grain tension.

1613.6.9 Lateral-force-resisting elements normal to the downhill direction.

1613.6.9.1 General.
In the direction normal to the downhill direction, lateral-force-resisting elements shall be designed in accordance with the requirements of this Section.

1613.6.9.2 Base shear.
In developing the base shear for seismic design, the response modification coefficient (R) shall not exceed 5 for bearing wall and building frame systems.
1613.6.9.3 **Vertical distribution of seismic forces.**

For seismic forces acting normal to the downhill direction the distribution of seismic forces over the height of the building using Section 12.8.3 of ASCE 7 shall be determined using the height measured from the top of the lowest level of the building foundation.

1613.6.9.4 **Drift limitations.**

The story drift below the base level diaphragm shall not exceed 0.007 times the story height at strength design force level. The total drift from the base level diaphragm to the top of the foundation shall not exceed 3/4 inch (19 mm). Where the story height or the height from the base level diaphragm to the top of the foundation varies because of a stepped footing or story offset, the height shall be measured from the average height of the top of the foundation. The story drift shall not be reduced by the effect of horizontal diaphragm stiffness.

1613.6.9.5 **Distribution of lateral forces.**

1613.6.9.5.1 **General.**

The design lateral force shall be distributed to lateral-force-resisting elements of varying heights in accordance with the stiffness of each individual element.

1613.6.9.5.2 **Wood structural panel sheathed walls.**

The stiffness of a stepped wood structural panel shear wall may be determined by dividing the wall into adjacent rectangular elements, subject to the same top of wall deflection. Deflections of shear walls may be estimated by AWC SDPWS Section 4.3.2. Sheathing and fastening requirements for the stiffest section shall be used for the entire
Each section of wall shall be anchored for shear and uplift at each step. The minimum horizontal length of a step shall be 8 feet (2438 mm) and the maximum vertical height of a step shall be 2 feet, 8 inches (813 mm).

1613.6.9.5.3 Reinforced concrete or masonry shear walls.

Reinforced concrete or masonry shear walls shall have forces distributed in proportion to the rigidity of each section of the wall.

1613.6.9.6 Limitations.

The following lateral force-resisting-elements shall not be designed to resist lateral forces below the base level diaphragm in the direction normal to the downhill direction:

1. Cement plaster and lath;
2. Gypsum wallboard; and
3. Tension-only braced frames.

Braced frames designed in accordance with the requirements of Section 2205.2.1.2 of this Code may be designed as lateral-force-resisting elements in the direction normal to the downhill direction, provided lateral forces do not induce flexural stresses in any member of the frame. Deflections of frames shall account for the variation in slope of diagonal members when the frame is not rectangular.

1613.6.10 Specific design provisions.

1613.6.10.1 Footings and grade beams.

All footings and grade beams shall comply with the following:
1. Grade beams shall extend at least 12 inches (305 mm) below the lowest adjacent grade and provide a minimum 24-inch (610 mm) distance horizontally from the bottom outside face of the grade beam to the face of the descending slope.

2. Continuous footings shall be reinforced with at least two No. 4 reinforcing bars at the top and two No. 4 reinforcing bars at the bottom.

3. All main footing and grade beam reinforcement steel shall be bent into the intersecting footing and fully developed around each corner and intersection.

4. All concrete stem walls shall extend from the foundation and be reinforced as required for concrete or masonry walls.

1613.6.10.2 Protection against decay and termites.

All wood to earth separation shall comply with the following:

1. Where a footing or grade beam extends across a descending slope, the stem wall, grade beam, or footing shall extend up to a minimum 18 inches (457 mm) above the highest adjacent grade.

   Exception: At paved garage and doorway entrances to the building, the stem wall need only extend to the finished concrete slab, provided the wood framing is protected with a moisture proof barrier.

2. Wood ledgers supporting a vertical load of more than 100 pounds per lineal foot (1.46 kN/m) based on Allowable Stress Design (ASD) levels and located within 48 inches (1219 mm) of adjacent grade are prohibited. Galvanized steel ledgers and anchor bolts, with or without wood nailers, or treated or decay resistant sill plates supported on a concrete or masonry seat, may be used.
1613.6.10.3 **Sill plates.**

All sill plates and anchorage shall comply with the following:

1. All wood framed walls, including nonbearing walls, when resting on a footing, foundation, or grade beam stem wall, shall be supported on wood sill plates bearing on a level surface.

2. Power-driven fasteners shall not be used to anchor sill plates except at interior nonbearing walls not designed as shear walls.

1613.6.10.4 **Column base plate anchorage.**

The base of isolated wood posts (not framed into a stud wall) supporting a vertical load of 4000 pounds (17.8 kN) or more based on ASD levels, and the base plate for a steel column shall comply with the following:

1. When the post or column is supported on a pedestal extending above the top of a footing or grade beam, the pedestal shall be designed and reinforced as required for concrete or masonry columns. The pedestal shall be reinforced with a minimum of four No. 4 bars extending to the bottom of the footing or grade beam. The top of exterior pedestals shall be sloped for positive drainage.

2. The base plate anchor bolts or the embedded portion of the post base, and the vertical reinforcing bars for the pedestal, shall be confined with two No. 4 or three No. 3 ties within the top five inches (127 mm) of the concrete or masonry pedestal. The base plate anchor bolts shall be embedded a minimum of 20 bolt diameters into the concrete or masonry pedestal. The base plate anchor bolts and post bases shall be galvanized and each anchor bolt shall have at least two galvanized nuts.
above the base plate.

1613.6.10.5 Steel beam to column supports.

All steel beam to column supports shall be positively braced in each direction. Steel beams shall have stiffener plates installed on each side of the beam web at the column. The stiffener plates shall be welded to each beam flange and the beam web. Each brace connection or structural member shall consist of at least two 5/8 inch (15.9 mm) diameter machine bolts.

SECTION 25. Section 1613.7 is hereby added to read as follows:

1613.7 Suspended ceilings.

Minimum design and installation standards for suspended ceilings shall be determined in accordance with the requirements of Section 2506.2.1 and this Section.

1613.7.1 Scope.

This part contains special requirements for suspended ceilings and lighting systems. Provisions of Section 13.5.6 of ASCE 7 shall apply except as modified herein.

1613.7.2 General.

The suspended ceilings and lighting systems shall be limited to 6 feet (1828 mm) below the structural deck unless the lateral bracing is designed by a licensed engineer or architect.

1613.7.3 Sprinkler heads.

All sprinkler heads (drops) except fire-resistance-rated floor/ceiling or roof/ceiling assemblies, shall be designed to allow for free movement of the sprinkler pipes with oversize rings, sleeves or adaptors through the ceiling tile. Sprinkler heads and other
penetrations shall have a 2-inch (50mm) oversize ring, sleeve, or adapter through the ceiling tile to allow for free movement of at least 1 inch (25mm) in all horizontal directions. Alternatively, a swing joint that can accommodate 1 inch (25 mm) of ceiling movement in all horizontal directions is permitted to be provided at the top of the sprinkler head extension.

Sprinkler heads penetrating fire-resistance-rated floor/ceiling or roof/ceiling assemblies shall comply with Section 714.

1613.7.4 Special requirements for means of egress.

Suspended ceiling assemblies located along means of egress serving an occupant load of 30 or more shall comply with the following provisions.

1613.7.4.1 General.

Ceiling suspension systems shall be connected and braced with vertical hangers attached directly to the structural deck along the means of egress serving an occupant load of 30 or more and at lobbies accessory to Group A Occupancies. Spacing of vertical hangers shall not exceed 2 feet (610 mm) on center along the entire length of the suspended ceiling assembly located along the means of egress or at the lobby.

1613.7.4.2 Assembly device.

All lay-in panels shall be secured to the suspension ceiling assembly with two hold-down clips minimum for each tile within a 4-foot (1219 mm) radius of the exit lights and exit signs.

1613.7.4.3 Emergency systems.

Independent supports and braces shall be provided for light fixtures required for
exit illumination. Power supply for exit illumination shall comply with the requirements of Section 1008.3.

1613.7.4.4 Supports for appendages.

Separate support from the structural deck shall be provided for all appendages such as light fixtures, air diffusers, exit signs, and similar elements.

SECTION 26. Section 1704.2.3 is hereby amended to read as follows:

1704.2.3 Statement of special inspections.

The applicant shall submit a statement of special inspections in accordance with Section 106.4107.1, Chapter 1, Division II, as a condition for permit issuance. This statement shall be in accordance with Section 1704.3.

... 

SECTION 27. Section 1704.6 is hereby amended to read as follows:

1704.6 Structural observations.

Where required by the provisions of Section 1704.6.1, 1704.6.2, or 1704.6.3, the owner or the owner's authorized agent shall employ a registered-design-professional structural observer to perform structural observations. Structural observation does not include or waive the responsibility for the inspections in Section 410108 or the special inspections in Section 1705 or other sections of this Code. The structural observer shall be one of the following individuals:

1. The registered design professional responsible for the structural design, or

2. A registered design professional designated by the registered design professional responsible for the structural design.
Prior to the commencement of observations, the structural observer shall submit to the Building Official a written statement identifying the frequency and extent of structural observations.

At the conclusion of the work included in the permit, the structural observer shall submit to the Building Official a written statement that the site visits have been made and identify any reported deficiencies that, to the best of the structural observer's knowledge, have not been resolved.

The owner or owner's authorized agent shall coordinate and call a preconstruction meeting between the structural observer, contractors, affected subcontractors, and special inspectors. The structural observer shall preside over the meeting. The purpose of the meeting shall be to identify the major structural elements and connections that affect the vertical and lateral load resisting systems of the structure and to review scheduling of the required observations. A record of the meeting shall be included in the report submitted to the Building Official.

Observed deficiencies shall be reported in writing to the owner or owner's authorized agent, special inspector, contractor, and the Building Official. Upon the form prescribed by the Building Official, the structural observer shall submit to the Building Official a written statement at each significant construction stage stating that the site visits have been made and identifying any reported deficiencies which, to the best of the structural observer's knowledge, have not been resolved. A final report by the structural observer, which states that all observed deficiencies have been resolved, is required before acceptance of the work by the Building Official.
SECTION 28.  Section 1704.6.2 is hereby amended to read as follows:

1704.6.2 Structural observations for seismic resistance.

2. The structure is assigned to Seismic Design Category E, is classified as Risk Category I or II, and is greater than two stories one stories above grade plane. Lateral design is required for the structure or portion thereof.

Exception: One-story wood framed Group R-3 and Group U Occupancies less than 2,000 square feet in area, provided the adjacent grade is not steeper than 1 unit vertical in 10 units horizontal (10 percent sloped), assigned to Seismic Design Category D.

SECTION 29.  Section 1705.3 is hereby amended to read as follows:

1705.3 Concrete Construction.

Special inspections and tests of concrete construction shall be performed in accordance with this Section and Table 1705.3.

Exception: Special inspections and tests shall not be required for:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock where the structural design of the footing is based on a specified compressive strength (f'c) not greater than 2,500 pounds per square inch (psi) (17.2 Mpa) regardless of the compressive strength specified in the construction documents or used in the footing construction.

... 4. Concrete foundation walls constructed in accordance with Table...
Concrete patios, driveways and sidewalks, on grade.

SECTION 30. Section 1705.12 is hereby amended to read as follows:

1705.12 Special inspections for seismic resistance.

Exception: The special inspections specified in Sections 1705.12.1 through 1705.12.9 are not required for structures designed and constructed in accordance with one of the following:

3. The structure is a detached one- or two-family dwelling not exceeding two stories above grade plane, provided the structure is not assigned to Seismic Design Category D, E, or F and does not have any of the following horizontal or vertical irregularities in accordance with Section 12.3 of ASCE 7:

SECTION 31. Section 1807.1.4 is hereby amended to read as follows:

1807.1.4 Permanent wood foundations systems.

Permanent wood foundation systems shall be designed and installed in accordance with AWC PWF. Lumber and plywood shall be preservative-treated in accordance with AWPA U1 (Commodity Specification A, Special Requirement 4.2), and shall be identified in accordance with Section 2303.1.9.1. Permanent wood foundation systems shall not be used for structures assigned to Seismic Design Category D, E, or F.
SECTION 32. Section 1807.1.6 is hereby amended to read as follows:

1807.1.6 Prescriptive design of concrete and masonry foundation walls.

Concrete and masonry foundation walls that are laterally supported at the top and bottom shall be permitted to be designed and constructed in accordance with this section. Prescriptive design of foundation walls shall not be used for structures assigned to Seismic Design Category D, E, or F.

SECTION 33. Section 1807.2 is hereby amended to read as follows:

1807.2 Retaining walls.

Retaining walls shall be designed in accordance with Section 1807.2.1 through 1807.2.3. Retaining walls assigned to Seismic Design Category D, E, or F shall not be partially or wholly constructed of wood.

SECTION 34. Section 1807.3.1 is hereby amended to read as follows:

1807.3.1 Limitations.

The design procedures outlined in this section are subject to the following limitations:

1. The frictional resistance for structural walls and slabs on silts and clays shall be limited to one-half of the normal force imposed on the soils by the weight of the footing or slab.

2. Posts embedded in earth shall not be used to provide lateral support for structural or nonstructural materials such as plaster, masonry or concrete unless bracing is provided that develops the limited deflection required.
Wood poles shall be treated in accordance with AWPA U1 for sawn timber posts (Commodity Specification A, Use Category 4B) and for round timber posts (Commodity Specification B, Use Category 4B). Wood poles and posts embedded in direct contact with soil shall not be used for structures assigned to Seismic Design Category D, E, or F.

Wood poles and posts embedded in accordance with Methods 2 and 3 of Section 1807.3.3 shall not be permitted for structures assigned to Seismic Design Category D, E, or F, except when used to support nonhabitable, nonoccupiable structures such as fences when approved by the Building Official.

SECTION 35. Section 1809.3 is hereby amended to read as follows:

1809.3 Stepped footings.

... For structures assigned to Seismic Design Category D, E, or F, the stepping requirement shall also apply to the top surface of continuous footings supporting walls. Footings shall be reinforced with four No. 4 reinforcing bars. Two bars shall be located at the top and bottom of the footings as shown in Figure 1809.3.

SECTION 36. Figure 1809.3 is hereby added to read as follows:
SECTION 37. Section 1809.7 is hereby amended to read as follows:

1809.7 Prescriptive footings for light-frame construction.

Where a specific design is not provided, concrete or masonry-unit footings supporting walls of light-frame construction shall be permitted to be designed in accordance with Table 1809.7. Prescriptive footings in accordance with Table 1809.7 shall not be used to support structures that exceed one story above grade plane and are assigned to Seismic Design Category D, E, or F.

SECTION 38. Table 1809.7 is hereby amended to read as follows:
TABLE 1809.7
PRESCRIPTIVE FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION \( a, b, c, d, e \)

<table>
<thead>
<tr>
<th>NUMBER OF FLOORS SUPPORTED BY THE FOOTING ( f )</th>
<th>WIDTH OF FOOTING (inches)</th>
<th>THICKNESS OF FOOTING (inches)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>12</td>
<td>6</td>
</tr>
<tr>
<td>2</td>
<td>15</td>
<td>6</td>
</tr>
<tr>
<td>3</td>
<td>18</td>
<td>8( ^{3} )</td>
</tr>
</tbody>
</table>

... c. Interior stud-bearing walls shall be permitted to be supported by isolated-footings. The footing width and length shall be twice the width shown in this table, and footings shall be spaced not more than 6 feet on center. [Reserved].

... g. Plain concrete footings for Group R-3 occupancies shall be permitted to be 6-inches thick.

SECTION 39. Section 1809.12 is hereby amended to read as follows:

1809.12 Timber footings.

Timber footings shall be permitted for buildings of Type V construction and as otherwise approved by the Building Official. Such footings shall be treated in accordance with AWPA U1 (Commodity Specification A, Use Category 4B). Treated timbers are not required where placed entirely below permanent water level, or where used as capping for wood piles that project above the water level over submerged or marsh lands. The compressive stresses perpendicular to grain in untreated timber footings supported upon treated piles shall not exceed 70 percent of the allowable
stresses for the species and grade of timber as specified in the AF&PAW C NDS.

Timber footings shall not be used in structures assigned to Seismic Design Category D, E, or F.

SECTION 40. Section 1810.3.2.4 is hereby amended to read as follows:

1810.3.2.4 Timber.

Timber deep foundation elements shall be designed as piles or poles in accordance with ANSI/AWC NDS. Round timber elements shall conform to ASTM D25. Sawn timber elements shall conform to DOC PS-20. Timber shall not be used in structures assigned to Seismic Design Category D, E, or F.

SECTION 41. Section 1905.1 is hereby amended to read as follows:

1905.1 General.

The text of ACI 318 shall be modified as indicated in Sections 1905.1.1 through 1905.1.811.

SECTION 42. Section 1905.1.7 is hereby amended to read as follows:

1905.1.7 ACI 318, Section 14.1.4.

Delete ACI 318, Section 14.1.4, and replace with the following:

... 14.1.4.1 - Structures assigned to Seismic Design Category C, D, E, or F shall not have elements of structural plain concrete, except as follows:

(a) Structural plain concrete basement, foundation or other walls below the base as defined in ASCE 7 are permitted in detached one- and two-family dwellings-three stories or less in height constructed with stud-bearing walls. In dwellings assigned-
to Seismic Design Category D or E, the height of the wall shall not exceed 8 feet (2438 mm),
the thickness shall not be less than 7 1/2 inches (190 mm), and the wall shall retain
no more than 4 feet (1219 mm) of unbalanced fill. Walls shall have reinforcement in
accordance with 14.6.1. Concrete used for fill with a minimum cement content of two (2)
sacks of Portland cement or cementitious material per cubic yard.

(b) Isolated footings of plain concrete supporting pedestals or columns are permitted,
provided the projection of the footing beyond the face of the supported member does
not exceed the footing thickness.

Exception: In detached one- and two-family dwellings three stories or less in height,
the projection of the footing beyond the face of the supported member is permitted
to exceed the footing thickness.

(c) Plain concrete footings supporting walls are permitted, provided the
footings have at least two continuous longitudinal reinforcing bars. Bars shall not be
smaller than No. 4 and shall have a total area of not less than 0.002 times the gross
cross-sectional area of the footing. For footings that exceed 8 inches (203 mm) in-
thickness, a minimum of one bar shall be provided at the top and bottom of the footing.
Continuity of reinforcement shall be provided at corners and intersections.

Exceptions:

1. In Seismic Design Categories A, B and C, detached one- and two-family
dwellings three stories or less in height and constructed with stud-bearing walls are
permitted to have plain concrete footings without longitudinal reinforcement with at least
two continuous longitudinal reinforcing bars not smaller than No. 4 and a total area of
less than 0.002 times the gross cross-sectional area of the footing.

2.—— For foundation systems consisting of a plain concrete footing and a plain-concrete stemwall, a minimum of one bar shall be provided at the top of the stemwall and at the bottom of the footing.

3.—— Where a slab on ground is cast monolithically with the footing, one No. 6 bar is permitted to be located at either the top or bottom of the footing.

SECTION 43. Section 1905.1.8 is hereby amended to read as follows:

1905.1.8 ACI 318, Section 17.2.3.

These requirements shall be applicable to all buildings. Modify ACI 318, Sections 17.2.3.4.2, 17.2.3.4.3 (d), and 17.2.3.5.2 to read as follows:

... 

SECTION 44. Section 1905.1.9 is hereby added to read as follows:

1905.1.9. ACI 318, Section 18.7.5.

Modify ACI 318, Section 18.7.5, by adding Sections 18.7.5.7 and 18.7.5.8 as follows:

18.7.5.7 Where the calculated point of contraflexure is not within the middle half of the member clear height, provide transverse reinforcement as specified in ACI 318, Sections 18.7.5.1, Items (a) through (c), over the full height of the member.

18.7.5.8 At any section where the design strength, $\varphi P_n$, of the column is less than the sum of the shears $V_e$ computed in accordance with ACI 318, Sections 18.7.6.1 and 18.6.5.1, for all the beams framing into the column above the level under consideration, transverse reinforcement as specified in ACI 318, Sections 18.7.5.1
through 18.7.5.3, shall be provided. For beams framing into opposite sides of the column, the moment components may be assumed to be of opposite sign. For the determination of the design strength, \( \varphi P_n \), of the column, these moments may be assumed to result from the deformation of the frame in any one principal axis.

**SECTION 45.** Section 1905.1.10 is hereby added to read as follows:

1905.1.10. **ACI 318, Section 18.10.4.**

Modify ACI 318, Section 18.10.4, by adding Section 18.10.4.6 as follows:

18.10.4.6 Walls and portions of walls with \( P_u > 0.35P_o \) shall not be considered to contribute to the calculated shear strength of the structure for resisting earthquake-induced forces. Such walls shall conform to the requirements of ACI 318, Section 18.14.

**SECTION 46.** Section 1905.1.11 is hereby added to read as follows:

1905.1.11 **ACI 318, Section 18.12.6.**

Modify ACI 318, by adding Section 18.12.6.2, as follows:

18.12.6.2 Collector and boundary elements in topping slabs placed over precast floor and roof elements shall not be less than 3 inches (76 mm) or 6 \( d_b \) in thickness, where \( d_b \) is the diameter of the largest reinforcement in the topping slab.

**SECTION 47.** Section 2304.10.1 is hereby amended to read as follows:

2304.10.1 **Fastener requirements.**

Connections for wood members shall be designed in accordance with the appropriate methodology in Section 2301.2. The number and size of fasteners connecting wood members shall not be less than that set forth in Table 2304.10.1.
Staple fasteners in Table 2304.10.1 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E, or F.

**Exception:** Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the Building Official.

SECTION 48. Table 2304.10.1 is hereby amended to read as follows:

**TABLE 2304.10.1**

**FASTENING SCHEDULE**

... e. Staples shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E, or F.

SECTION 49. Section 2304.10.2.1 is hereby added to read as follows:

2304.10.2.1 Quality of nails.

In Seismic Design Category D, E, or F, mechanically-driven nails used in wood structural panel shear walls shall meet the same dimensions as that required for hand-driven nails, including diameter, minimum length, and minimum head diameter. Clipped head or box nails are not permitted in new construction. The allowable design value for clipped head nails in existing construction may be taken at no more than the nail-head-area ratio of that of the same size hand-driven nails.

SECTION 50. Section 2304.12.5 is hereby amended to read as follows:
2304.12.5 Wood used in retaining walls and cribs.

Wood installed in retaining or crib walls shall be preservative treated in accordance with AWPA U1 for soil and fresh water use. Wood shall not be used in retaining or crib walls for structures assigned to Seismic Design Category D, E, or F.

SECTION 51. Section 2305.4 is hereby added to read as follows:

2305.4 Hold-down connectors.

In Seismic Design Category D, E, or F, hold-down connectors shall be designed to resist shear wall overturning moments using 75 percent of the allowable seismic load values. Such values shall be established in a valid research report from approved sources or by accepted engineering practice and the provisions of this Code.

Exception: Values established by specialized cyclic and dynamic testing may be used when approved by the Building Official in accordance with Section 104.2.8.

Connector bolts into wood framing shall require steel plate washers on the post on the opposite side of the anchorage device. Plate size shall be a minimum of 0.229 inches by 3 inches by 3 inches (5.82 mm by 76 mm by 76 mm) in size.

Hold-down connectors shall be tightened to finger tight plus one-half (1/2) wrench turn just prior to covering the wall framing.

SECTION 52. Section 2306.2 is hereby amended to read as follows:

2306.2 Wood-frame diaphragms.

Wood-frame diaphragms shall be designed and constructed in accordance with AWC SDPWS. Where panels are fastened to framing members with staples, requirements and limitations of AWC SDPWS shall be met and the allowable shear
values set forth in Table 2306.2(1) or 2306.2(2) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

**Exception:** Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the Building Official.

The allowable shear values in Tables 2306.2(1) and 2306.2(2) are permitted to be increased 40 percent for wind design.

Wood structural panel diaphragms used to resist seismic forces in structures assigned to Seismic Design Category D, E or F shall be applied directly to the framing members.

**Exception:** Wood structural panel diaphragms are permitted to be fastened over solid lumber planking or laminated decking, provided the panel joints and lumber planking or laminated decking joints do not coincide.

**SECTION 53.** Section 2306.3 is hereby amended to read as follows:

2306.3 **Wood-frame shear walls.**

Wood-frame shear walls shall be designed and constructed in accordance with AWC SDPWS. For structures assigned to Seismic Design Category D, E, or F, application of Tables 4.3A and 4.3B of AWC SDPWS shall include the following:

1. Wood structural panel thickness for shear walls shall not be less than 3/8 inch thick and studs shall not be spaced at more than 16 inches on center.
2. The maximum nominal unit shear capacities for 3/8 inch wood structural panels resisting seismic forces in structures assigned to Seismic Design Category D, E, or F is 400 pounds per linear foot (plf).

   Exception: Other nominal unit shear capacities may be permitted if such values are substantiated by cyclic testing and approved by the Building Official.

3. Nails shall be placed not less than 1/2 inch from the panel edges and not less than 3/8 inch from the edge of the connecting members for shear greater than 350 plf using ASD or 500 plf using LRFD. Nails shall be placed not less than 3/8 inch from panel edges and not less than 1/4 inch from the edge of the connecting members for shears of 350 plf or less using ASD or 500 plf or less using LRFD.

4. Table 4.3B application is not allowed for structures assigned to Seismic Design Category D, E, or F.

   For structures assigned to Seismic Design Category D, E, or F, application of Table 4.3C of AWC SDPWS shall not be used below the top level in a multi-level building.

   Where panels are fastened to framing members with staples, requirements and limitations of AWC SDPWS shall be met and the allowable shear values set forth in Table 2306.3(1), 2306.3(2) or 2306.3(3) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

   Exception: Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the Building Official.
The allowable shear values in Tables 2306.3(1) and 2306.3(2) are permitted to be increased 40 percent for wind design. Panels complying with ANSI/APA PRP-210 shall be permitted to use design values for Plywood Siding in the AWC SDPWS.

Wood structural panel shear walls used to resist seismic forces in structures assigned to Seismic Design Category D, E, or F shall be applied directly to the framing members.

SECTION 54. Section 2307.2 is hereby added to read as follows:

2307.2 Wood-frame panel shear walls.

Wood-frame shear walls shall be designed and constructed in accordance with Section 2306.3 as applicable.

SECTION 55. Table 2308.6.1 is hereby amended to read as follows:
### TABLE 2308.6.1 WALL BRACING REQUIREMENTS

<table>
<thead>
<tr>
<th>SEISMIC DESIGN CATEGORY</th>
<th>STORY CONDITION (SEE SECTION 2308.2)</th>
<th>MAXIMUM SPACING OF BRACED WALL LINES</th>
<th>BRACED PANEL LOCATION, SPACING (O.C.) AND MINIMUM PERCENTAGE (X)</th>
<th>MAXIMUM DISTANCE OF BRACED WALL PANELS FROM EACH END OF BRACED WALL LINE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bracing method&lt;sup&gt;a&lt;/sup&gt;</td>
<td>LIB</td>
</tr>
<tr>
<td>A and B</td>
<td></td>
<td>35'-0&quot; Each end and 25'-0&quot; o.c.</td>
<td>Each end and 25'-0&quot; o.c.</td>
<td>Each end and 25'-0&quot; o.c.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>35'-0&quot; Each end and 25'-0&quot; o.c.</td>
<td>Each end and 25'-0&quot; o.c.</td>
<td>Each end and 25'-0&quot; o.c.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>35'-0&quot; NP Each end and 25'-0&quot; o.c.</td>
<td>Each end and 25'-0&quot; o.c.</td>
<td>Each end and 25'-0&quot; o.c.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>35'-0&quot; NP Each end and 25'-0&quot; o.c.</td>
<td>Each end and 25'-0&quot; o.c.</td>
<td>Each end and 25'-0&quot; o.c.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>35'-0&quot; NP Each end and 25'-0&quot; o.c.</td>
<td>Each end and 25'-0&quot; o.c.</td>
<td>Each end and 25'-0&quot; o.c.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>25'-0&quot; S&lt;sub&gt;tot&lt;/sub&gt; &lt; 0.50: Each end and 25'-0&quot; o.c. (minimum 21% of wall length)*</td>
<td>S&lt;sub&gt;tot&lt;/sub&gt; &lt; 0.50: Each end and 25'-0&quot; o.c. (minimum 43% of wall length)*</td>
<td>8'-0&quot;</td>
</tr>
<tr>
<td>D and E</td>
<td></td>
<td>25'-0&quot; NP 8'-0&quot;</td>
<td>0.75 ≤ S&lt;sub&gt;tot&lt;/sub&gt; ≤ 1.00: Each end and 25'-0&quot; o.c. (minimum 37% of wall length)*</td>
<td>0.75 ≤ S&lt;sub&gt;tot&lt;/sub&gt; ≤ 1.00: Each end and 25'-0&quot; o.c. (minimum 75% of wall length)*</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>S&lt;sub&gt;tot&lt;/sub&gt; &gt; 1.00: Each end and 25'-0&quot; o.c. (minimum 48% of wall length)*</td>
<td>S&lt;sub&gt;tot&lt;/sub&gt; &gt; 1.00: Each end and 25'-0&quot; o.c. (minimum 100% of wall length)*</td>
</tr>
</tbody>
</table>

**For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.**

NP = Not Permitted.

a. This table specifies minimum requirements for braced wall panels along interior or exterior braced wall lines.

b. See Section 2308.6.3 for full description of bracing methods.

c. For Method GB, gypsum wallboard applied to framing supports that are spaced at 16 inches on center.

d. The required lengths shall be doubled for gypsum board applied to only one face of a braced wall panel.

e. Percentage shown represents the minimum amount of bracing required along the building length (or wall length if the structure has an irregular shape).

f. DWB, SFB, PBS, and HPS wall bracing are not permitted in Seismic Design Categories D or E.

g. Minimum length of panel bracing of one face of the wall for WSB sheeting shall be at least 4'-0" long or both faces of the wall for GB or PC2 sheeting shall be at least 8'-0" long; these ratio shall not exceed 2:1. Wall framing to which sheeting used for bracing is applied shall be nominal 2 inch wide feature (1 1/2 inch O.D.) or lesser members and spaced a maximum of 16 inches on center. Braced wall panel construction types shall not be mixed within a braced wall line.

h. WSB sheeting shall be a minimum of 15/32" thick nailed with 8d common placed 1/8 inches from panel edges and spaced not more than 6 inches on center and 12 inches on center along intermediate framing members.
SECTION 56. Section 2308.6.5.1 is hereby amended to read as follows:

2308.6.5.1 Alternate braced wall (ABW).

An ABW shall be constructed in accordance with this section and Figure 2308.6.5.1. In one-story buildings, each panel shall have a length of not less than 2 feet 8 inches (813 mm) and a height of not more than 10 feet (3048 mm). Each panel shall be sheathed on one face with 3/8-inch (3.2 mm) minimum-thickness wood structural panel sheathing nailed with 8d common or galvanized box nails in accordance with Table 2304.10.1 and blocked at wood structural panel edges. For structures assigned to Seismic Design Category D or E, each panel shall be sheathed on one face with 15/32-inch minimum-thickness (11.9 mm) wood structural panel sheathing nailed with 8d common nails spaced 3 inches on panel edges, 3 inches at intermediate supports.

Two anchor bolts installed in accordance with Section 2308.3.1 shall be provided in each panel. Anchor bolts shall be placed at each panel outside quarter points. Each panel end stud shall have a hold-down device fastened to the foundation, capable of providing an approved uplift capacity of not less than 1,800 pounds (8006 N). The hold-down device shall be installed in accordance with the manufacturer’s recommendations.

The ABW shall be supported directly on a foundation or on floor framing supported directly on a foundation that is continuous across the entire length of the braced wall line. This foundation shall be reinforced with not less than one No. 4 bar top and bottom. Where the continuous foundation is required to have a depth greater than 12 inches (305 mm), a minimum 12-inch by 12-inch (305 mm by 305 mm) continuous footing or turned-down-slab edge is permitted at door openings in the braced wall line.
This continuous footing or turned-down-slab edge shall be reinforced with not less than one No. 4 bar top and bottom. This reinforcement shall be lapped 4624 inches (384610 mm) with the reinforcement required in the continuous foundation located directly under the braced wall line.

...  

SECTION 57. Figure 2308.6.5.1 is hereby amended to read as follows:

\[
\text{FIGURE 2308.6.5.1}\]

ALTERNATE BRACED WALL PANEL (ABW)

SECTION 58. Section 2308.6.5.2 is hereby amended to read as follows:

2308.6.5.2 Portal frame with hold-downs (PFH).

A PFH shall be constructed in accordance with this section and Figure 2308.6.5.2. The adjacent door or window opening shall have a full-length header.

In one-story buildings, each panel shall have a length of not less than 16 inches (406 mm) and a height of not more than 10 feet (3048 mm). Each panel shall be sheathed on one face with a single layer of 3/8-inch (9.5 mm) minimum-thickness wood...
structural panel sheathing nailed with 8d common or galvanized box nails in accordance with Figure 2308.6.5.2. For structures assigned to Seismic Design Category D or E, each panel shall be sheathed on one face with 15/32-inch minimum-thickness (11.9 mm) wood structural panel sheathing nailed with 8d common nails spaced 3 inches on panel edges, 3 inches at intermediate supports and in accordance with Figure 2308.6.5.2. The wood structural panel sheathing shall extend up over the solid sawn or glued-laminated header and shall be nailed in accordance with Figure 2308.6.5.2. A built-up header consisting of at least two 2-inch by 12-inch (51 mm by 305 mm) boards, fastened in accordance with Item 24 of Table 2304.10.1 shall be permitted to be used. A spacer, if used, shall be placed on the side of the built-up beam opposite the wood structural panel sheathing. The header shall extend between the inside faces of the first full-length outer studs of each panel. The clear span of the header between the inner studs of each panel shall be not less than 6 feet (1829 mm) and not more than 18 feet (5486 mm) in length. A strap with an uplift capacity of not less than 1,000 pounds (4,400 N) shall fasten the header to the inner studs opposite the sheathing. One anchor bolt not less than 5/8 inch (15.9 mm) diameter and installed in accordance with Section 2308.3.1 shall be provided in the center of each sill plate. The studs at each end of the panel shall have a hold-down device fastened to the foundation with an uplift capacity of not less than 3,500 pounds (15 570 N).

Where a panel is located on one side of the opening, the header shall extend between the inside face of the first full-length stud of the panel and the bearing studs at the other end of the opening. A strap with an uplift capacity of not less than
1,000 pounds (4400 N) shall fasten the header to the bearing studs. The bearing studs shall also have a hold-down device fastened to the foundation with an uplift capacity of not less than 1,000 pounds (4400 N). The hold-down devices shall be an embedded strap type, installed in accordance with the manufacturer’s recommendations. The PFH panels shall be supported directly on a foundation that is continuous across the entire length of the braced wall line. This foundation shall be reinforced with not less than one No. 4 bar top and bottom. Where the continuous foundation is required to have a depth greater than 12 inches (305 mm), a minimum 12-inch by 12-inch (305 mm by 305 mm) continuous footing or turned-down slab edge is permitted at door openings in the braced wall line. This continuous footing or turned-down slab edge shall be reinforced with not less than one No. 4 bar top and bottom. This reinforcement shall be lapped not less than 4624 inches (384610 mm) with the reinforcement required in the continuous foundation located directly under the braced wall line.

...  

SECTION 59. Figure 2308.6.5.1 is hereby amended to read as follows:
SECTION 60. Section 2308.6.8.1 is hereby amended to read as follows:

2308.6.8.1 Foundation requirements.

... Exception: For structures with a maximum plan dimension not more than 50 feet (15240 mm), continuous foundations are required at exterior walls only for structures assigned to Seismic Design Category A, B, or C.

For structures in Seismic Design Categories D and E, exterior braced wall panels shall be in the same plane vertically with the foundation or the portion of the structure containing the offset shall be designed in accordance with accepted engineering practice and Section 2308.1.1.

Exceptions:

1. Exterior braced wall panels shall be permitted to be located not more than
4 feet (1219 mm) from the foundation below where supported by a floor constructed in accordance with all of the following:

1.1.—Cantilevers or setbacks shall not exceed four times the nominal depth of the floor joists.

1.2.—Floor joists shall be 2 inches by 10 inches (51 mm by 254 mm) or larger and spaced not more than 16 inches (406 mm) on center.

1.3.—The ratio of the back span to the cantilever shall be not less than 2 to 1.

1.4.—Floor joists at ends of braced-wall panels shall be doubled.

1.5.—A continuous rim joist shall be connected to the ends of cantilevered joists. The rim joist is permitted to be spliced using a metal tie not less than 0.068 inch (1.47 mm) (16 galvanized gage) and 11/2 inches (38 mm) in width fastened with six 16d common nails on each side. The metal tie shall have a yield stress not less than 33,000 psi (227 MPa).

1.6.—Joists at setbacks or the end of cantilevered joists shall not carry gravity loads from more than a single-story having uniform wall and roof loads nor carry the reactions from headers having a span of 8 feet (2438 mm) or more.

2.—The end of a required braced-wall panel shall be allowed to extend not more than 1 foot (305 mm) over an opening in the wall below. This requirement is applicable to braced-wall panels offset in plane and braced-wall panels offset out of plane as permitted by Exception 1. Braced-wall panels are permitted to extend over an opening not more than 8 feet (2438 mm) in width where the header is a 4-inch by 12-
SECTION 61. Section 2308.6.9 is hereby amended to read as follows:

2308.6.9 Attachment of sheathing.

Fastening of braced wall panel sheathing shall not be less than that prescribed in Tables 2308.6.1 or 2304.10.1. Wall sheathing shall not be attached to framing members by adhesives. **Staple fasteners in Table 2304.10.1 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E, or F.**

**Exception:** Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the Building Official.

All braced wall panels shall extend to the roof sheathing and shall be attached to parallel roof rafters or blocking above with framing clips (18 gauge minimum) spaced at maximum 24 inches (6096 mm) on center with four 8d nails per leg (total eight 8d nails per clip). Braced wall panels shall be laterally braced at each top corner and at maximum 24 inch (6096 mm) intervals along the top plate of discontinuous vertical framing.

SECTION 62. Section 3101.1 is hereby amended to read as follows:

3101.1 Scope.

The provisions of this chapter shall govern special building construction including membrane structures, temporary structures, pedestrian walkways and tunnels, automatic vehicular gates, awnings and canopies, marquees, signs, towers, antennas,
relocatable buildings, swimming pool enclosures and safety devices, and solar energy systems. and intermodal shipping containers.

SECTION 63. Section 3114 is hereby added to read as follows:

SECTION 3114 INTERMODAL SHIPPING CONTAINERS

3114.1 General.

The provisions of Section 3114 and other applicable sections of this Code shall apply to intermodal shipping containers that are repurposed for use as buildings or structures or as a part of buildings or structures.

Exceptions:

1. Stationary storage battery arrays located in intermodal shipping containers complying with Title 32 – Fire Code of the Los Angeles County Code, Chapter 12.

2. Intermodal shipping containers that are listed as equipment complying with the standard for equipment, such as air chillers, engine generators, modular datacenters, and other similar equipment.

3. Intermodal shipping containers that comply with all of the following:

   3.1. Single-unit stand-alone intermodal shipping containers that are supported at grade level and used only for occupancies as specified under Risk Category I in Table 1604.5;

   3.2. Single-unit stand-alone intermodal shipping containers that are located a minimum of 8 feet from adjacent structures and are not connected to a fuel gas system or fuel gas utility; and
3.3. In flood hazard areas, single-unit stand-alone intermodal shipping containers that are designed in accordance with the applicable provisions of Chapter 16.

4. Intermodal shipping containers approved as temporary structures complying with Section 3103.

5. Single-unit stand-alone intermodal shipping containers used as temporary storage or construction trailer on active construction sites. Construction support facilities for uses and activities not directly associated with the actual processes of construction, including but not limited to, offices, meeting rooms, plan rooms, other administrative or support functions shall not be exempt from Section 3114.

3114.2 Construction documents.

The construction documents shall contain information to verify the dimensions and establish the physical properties of the steel and wood floor components of the intermodal shipping container in addition to the information required by Sections 106.4 and 1603.

3114.3 Intermodal shipping container information.

Intermodal shipping containers shall bear the manufacturer's existing data plate containing the following information as required by ISO 6346 and verified by an approved agency. A report of the verification process and findings shall be provided to the building owner and the Building Official.

1. Manufacturer's name or identification number

2. Date manufactured
3. Safety approval number
4. Identification number
5. Maximum operating gross mass or weight (kg) (lbs)
6. Allowable stacking load for 1.8G (kg) (lbs)
7. Transverse racking test force (Newtons)
8. Valid maintenance examination date

Where approved by the Building Official, the markings and manufacturer's existing data plate are permitted to be removed from the intermodal shipping containers before they are repurposed for use as buildings or structures or as part of buildings or structures.

3114.4 Protection against decay and termites.

Wood structural floors of intermodal shipping containers shall be protected from decay and termites in accordance with the applicable provisions of Section 2304.12.1.1.

3114.5 Under-floor ventilation.

The space between the bottom of the floor joists and the earth under any intermodal shipping container, except spaces occupied by basements and cellars, shall be provided with ventilation in accordance with Section 1202.4.

3114.6 Roof assemblies.

Intermodal shipping container roof assemblies shall comply with the applicable requirements of Chapter 15.
Exception: Single-unit stand-alone intermodal shipping containers not attached
to, or stacked vertically over, other intermodal shipping containers, buildings, or
structures.

3114.7 Joints and voids.

Joints and voids that create concealed spaces between intermodal shipping
containers that are connected or stacked, at fire-resistance-rated walls, at floor or
floor/ceiling assemblies, and at roofs or roof/ceiling assemblies shall be protected by an
approved fire-resistant joint system in accordance with Section 715.

3114.8 Structural.

Intermodal shipping containers that conform to ISO 1496-1 and are repurposed
for use as buildings or structures, or as a part of buildings or structures, shall be
designed in accordance with Chapter 16 and this Section.

3114.8.1 Foundations.

Intermodal shipping containers repurposed for use as a permanent building or
structure shall be supported on foundations or other supporting structures designed and
constructed in accordance with Chapters 16 through 23.

3114.8.1.1 Anchorage.

Intermodal shipping containers shall be anchored to foundations or other
supporting structures as necessary to provide a continuous load path for all applicable
design and environmental loads in accordance with Chapter 16.
3114.8.2 Welds.

All new welds and connections shall be equal to or greater than the original connections.

3114.8.3 Openings in containers.

Where openings are made in container walls, floors, and roofs for doors, windows, and other similar openings:

1. The openings shall be framed with steel elements that are designed in accordance with Chapters 16 and 22.

2. The cross section and material grade of any new steel element shall be equal to or greater than the steel element removed.

3114.8.4 Detailed structural design procedure.

A structural analysis meeting the requirements of this Section shall be provided to the Building Official to demonstrate the structural adequacy of the intermodal shipping containers.

Exception: Intermodal shipping containers that meet the limitations of Section 3114.8.5.1 and are designed in accordance with the simplified procedure in Section 3114.8.5.

3114.8.4.1 Material properties.

Structural material properties for existing intermodal shipping container steel components shall be established by material testing where the steel grade and composition cannot be identified by the manufacturer's designation as to manufacture and mill test.
3114.8.4.2 **Seismic design parameters.**

The seismic force-resisting system shall be designed and detailed in accordance with one of the following:

1. Where all or portions of the intermodal shipping container sides are considered to be the seismic force-resisting system, design and detailing shall be in accordance with the ASCE 7, Table 12.2-1, requirements for light-frame bearing-wall systems with shear panels of all other materials,

2. Where portions of intermodal shipping container sides are retained, but are not considered to be the seismic force-resisting system, an independent seismic force-resisting system shall be selected, designed, and detailed in accordance with ASCE 7, Table 12.2-1, or

3. Where portions of the intermodal shipping container sides are retained and integrated into a seismic force-resisting system other than as permitted by Section 3114.8.4.2, Item 1, seismic design parameters shall be developed from testing and analysis in accordance with Section 104.2.8 and ASCE 7, Section 12.2.1.1 or 12.2.1.2.

3114.8.4.3 **Allowable shear value.**

The allowable shear values for the intermodal shipping container side walls and end walls shall be demonstrated by testing and analysis in accordance with Section 104.2.8. Where penetrations are made in the side walls or end walls designated as part of the lateral force-resisting system, the penetrations shall be substantiated by rational analysis.
3114.8.5 Simplified structural design procedure of single-unit containers.

Single-unit intermodal shipping containers conforming to the limitations of Section 3114.8.5.1 shall be permitted to be designed in accordance with Sections 3114.8.5.2 and 3114.8.5.3.

3114.8.5.1 Limitations.

Use of Section 3114.8.5 is subject to all the following limitations:

1. The intermodal shipping container shall be a single stand-alone unit supported on a foundation and shall not be in contact with or supporting any other shipping container or other structure.

2. The intermodal shipping container's top and bottom rails, corner castings, and columns, or any portion thereof, shall not be notched, cut, or removed in any manner.

3. The intermodal shipping container shall be erected in a level and horizontal position with the floor located at the bottom.

3114.8.5.2 Structural design.

Where permitted by Section 3114.8.5.1, single-unit stand-alone intermodal shipping containers shall be designed using the following assumptions for the side walls and end walls:

1. The appropriate detailing requirements contained in Chapters 16 through 23.

2. Response modification coefficient, R = 2,
3. Over strength factor, Ω0 = 2.5,
4. Deflection amplification factor, Cd = 2, and
5. Limits on structural height, hn = 9.5 feet (2900 mm).

3114.8.5.3 Allowable shear value.

The allowable shear values for the intermodal shipping container side walls (longitudinal) and end walls (transverse) for wind design and seismic design using the coefficients of Section 3114.8.5.2 shall be in accordance with Table 3114.8.5.3, provided that all of the following conditions are met:

1. The total linear length of all openings in any individual side walls or end walls shall be limited to not more than 50 percent of the length of that side wall(s) or end wall(s), as shown in Figure 3114.8.5.3(1).
2. Any full height wall length, or portion thereof, less than 4 feet (305 mm) long shall not be considered as a portion of the lateral force-resisting system, as shown in Figure 3114.8.5.3(2).
3. All side walls or end walls used as part of the lateral force-resisting system shall have an existing or new boundary element on all sides to form a continuous load path, or paths, with adequate strength and stiffness to transfer all forces from the point of application to the final point of resistance, as shown in Figure 3114.8.5.3(3).
4. A maximum of one penetration not greater than a 6-inch (152 mm) diameter hole for conduits, pipes, tubes or vents, or not greater than 16 square inches (10 322 mm²) for electrical boxes, is permitted for each individual 8 feet length (2438 mm) lateral force resisting wall. Penetrations located in walls that are not part of the
wall lateral force resisting system shall not be limited in size or quantity. Existing
intermodal shipping container vents shall not be considered a penetration, as shown in
Figure 3114.8.5.3(4).

5. End wall door or doors designated as part of the lateral force-resisting
system shall be welded closed.

SECTION 64. Table 3114.8.5.3 is hereby added to read as follows:

<table>
<thead>
<tr>
<th>CONTAINER DESIGNATION 2</th>
<th>CONTAINER DIMENSION (Nominal Length)</th>
<th>CONTAINER DIMENSION (Nominal Height)</th>
<th>ALLOWABLE SHEAR VALUES (PLF) 1,3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1EEE</td>
<td>45 feet (13.7 M)</td>
<td>9.5 feet (2896 mm)</td>
<td>75</td>
</tr>
<tr>
<td>1EE</td>
<td>8.6 feet (2591 mm)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1AAA</td>
<td>40 feet (12.2 M)</td>
<td>9.5 feet (2896 mm)</td>
<td>84</td>
</tr>
<tr>
<td>1AA</td>
<td>8.5 feet (2592 mm)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1A</td>
<td>8.0 feet (2438 mm)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1AX</td>
<td>&lt;8.0 feet (2438 mm)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1BBB</td>
<td>30 feet (9.1 M)</td>
<td>9.5 feet (2896 mm)</td>
<td>112</td>
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<tr>
<td>1BB</td>
<td>8.5 feet (2591 mm)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1B</td>
<td>8.0 feet (2438 mm)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1BX</td>
<td>&lt;8.0 feet (2438 mm)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1CC</td>
<td>20 feet (9.1 M)</td>
<td>8.5 feet (2591 mm)</td>
<td>168</td>
</tr>
<tr>
<td>1C</td>
<td>8.0 feet (2438 mm)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1CX</td>
<td>&lt;8.0 feet (2438 mm)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. The allowable strength for the side walls and end walls of the intermodal shipping containers are derived from ISO 1496-1
and reduced by a factor of safety of 5.
2. Container designation type is derived from ISO 668.
3. Limitations of Sections 3114.8.5.1 and 3114.8.5.3 shall apply.

SECTION 65. Figures 3114.8.5.3(1), 3114.8.5.3(2), 3114.8.5.3(3) and
3114.8.5.3(4) are hereby added to read as follows:
FIGURE 3114.8.5.3(1)
Bracing Unit Distribution – Maximum Linear Length
FIGURE 3114.8.5.3(2)
Bracing Unit Distribution – Minimum Linear Length

FIGURE 3114.8.5.3(3)
Bracing Unit Distribution – Boundary Elements

boundary elements

existing top railing

existing hole in corner casting

opening

eexisting corner column

eexisting fork lift pocket

eexisting bottom railing

≥ 8 ft. min.

max 6 in. diam. penetration

existing wall

existing top railing

existing hole in corner casting

opening

eexisting corner column

eexisting fork lift pocket

eexisting bottom railing

L = length of wall
SECTION 6805 FEES

Permit fees for the installation of small residential rooftop solar energy systems shall be charged according to the applicable fees prescribed in Section 107 of this Code, Section 82-8 of the Electrical Code, and Sections 103.10 and 103.11 of the Plumbing Code, as applicable. The combined solar energy permit fee for small residential rooftop photovoltaic systems shall not exceed the amount set forth in Government Code section 66015 or other applicable law.

...  

SECTION 9807 REQUEST FOR HEARING

Within 10 days after service upon the record owner of an order pursuant to Section 9803, the said record owner or any other aggrieved person deeming himself or herself aggrieved may request a hearing.

SECTION 9908 DETERMINATION BY BUILDING OFFICIAL

Whenever the Building Official determines by inspection that any existing building or portion thereof is substandard or any lot or other premises is substandard, or both, as defined in this Chapter, such building or premises, or both, are hereby declared a public...
nuisance, and the Building Official shall order the abatement of the nuisance by
demolition, repair, or rehabilitation of the substandard building or portion thereof or, at
the option of the party concerned, by demolition or demolishment thereof. The order
also may require that the building be vacated if found to be unsafe as defined in
Section 102. If the premises are substandard, the Building Official also may order that
the substandard conditions be removed.

SECTION 69. Section 9909 is hereby amended to read as follows:

SECTION 9909 INFORMAL NOTICE

When the Building Official has so found, in addition to any notices hereafter
required by this Chapter, the Building Official may give to the occupants of the
substandard property, and to any other person whom the Building Official deems should be so notified, information concerning the provisions of this Chapter, any
violation thereof, and how the person notified may comply and any other information
deemed expedient. The Building Official may post such information on the substandard
property or on the substandard building.

SECTION 70. Section H103.1 is hereby amended to read as follows:

H103.1 Location restrictions.

Signs shall not be erected, constructed, or maintained so as to obstruct any fire
escape or any window or door or opening used as part of a means of egress or as part
of the accessible route, except as permitted by Chapters 10, 11A, and 11B, or so as to
prevent free passage from one part of a roof to any other part thereof. A sign shall not
be attached in any form, shape or manner to a fire escape, nor be placed in such manner as to interfere with any opening required for ventilation.

No sign shall project into any alley whatsoever below a height of 14 feet (4267 mm) above grade or more than 6 inches (152 mm) when over 14 feet (4267 mm).

SECTION 71. Section H103.2 is hereby added as follows:

H103.2 Projections and clearances.

Signs extending beyond the exterior wall of the building shall comply with Section 705.2 and the following requirements.

Signs may project over a public street, public sidewalk or building line in accordance with Section 3202 and a distance as determined by the clearance of the bottoms thereof above the level of the sidewalk or grade immediately below, whichever is more restrictive, as follows:

Clearance less than 8 feet (2438 mm) shall be prohibited.

Clearance 8 feet (2438 mm) and above, a 1 foot (305 mm) projection is permitted and for each additional 2-foot clearance (610 mm), an additional 1-foot (305 mm) projection is permitted.

Provided that no structure shall have a projection of more than 5 feet (1524 mm), and provided further that a projecting sign built above and in connection with a marquee may have such a projection of 5 feet (1524 mm) without clearance between sign and marquee; and provided further that no structure shall project beyond the curb line, regardless of clearance above grade.
Signs projecting more than 6 inches (152 mm) from the face of building over private property used or intended to be used by the general public shall have a minimum clearance of 8 feet (2438 mm) above said sidewalk or grade.

**SECTION 72.** Section H104.1 is hereby amended to read as follows:

**H104.1 Identification.**

Every outdoor-advertising-display sign other than wall signs hereafter erected, constructed or maintained, for which a permit is required, shall be plainly marked with the name of the person, weight of the sign, and firm or corporation erecting and maintaining such sign and shall have affixed on the front thereof the permit number issued for said sign or other method of identification approved by the Building Official.

**SECTION 73.** Section H105.1 is hereby amended to read as follows:

**H105.1 General requirements.**

Signs shall be designed and constructed to comply with the provisions of this Code for use of materials, loads and stresses. Glass panels used in signs shall comply with the limits of Table 4-A and shall comply with the requirements of Chapter 24.

**SECTION 74.** Section H106.1 is hereby amended to read as follows:

**H106.1 Illumination.**

A sign shall not be illuminated by other than electrical means, and electrical devices and wiring shall be installed in accordance with the requirements of NFPA-70, the Electrical Code, Title 27 of the Los Angeles County Code, and a separate electrical permit shall be obtained. Any open spark or flame shall not be used for display.
purposes unless specifically approved.

SECTION 75. Section H106.2 is hereby amended to read as follows:

H106.2 Electrical service.

Signs that require electrical service shall comply with NFPA-70 the Electrical Code, Title 27, of the Los Angeles County Code.

SECTION 76. Section H110.1 is hereby amended to read as follows:

H110.1 General.

Roof signs shall be constructed entirely of metal or other approved noncombustible material except as provided for in Sections H106.1.1 and H107.1. Provisions shall be made for electric grounding of metallic parts. Where combustible materials are permitted in letters or other ornamental features, wiring and tubing shall be kept free and insulated therefrom. Roof signs shall be so constructed as to leave a clear space of not less than 6 feet (1829 mm) between the roof level and the lowest part of the sign and shall have not less than 5 feet (11524 mm) clearance between the vertical supports thereof. Roof sign structures shall not project beyond an exterior wall.

Exception: Signs on flat roofs with every part of the roof accessible shall not be required to provide clear space between the roof level and the lowest part of the sign.

Blocks, angles, or supports fastened to the roof shall be located as not to interfere with the drainage of the roof and, where necessary, flashing or counter flashing shall be placed.

SECTION 77. Section H112.1 is hereby amended to read as follows:
H112.1 General.

Projecting signs shall be constructed entirely of metal or other noncombustible material and securely attached to a building or structure by metal supports such as bolts, anchors, supports, chains, guys or steel rods. Staples or nails shall not be used to secure any projecting sign to any building or structure. The dead load of projecting signs not parallel to the building or structure and the load due to wind pressure shall be supported with chains, guys or steel rods having net cross-sectional dimension of not less than 3/8 inch (9.5 mm) diameter. Such supports shall be erected or maintained at an angle of not less than 45 percent (0.78 rad) with the horizontal to resist the dead load and at angle of 45 percent (0.78 rad) or more with the face of the sign to resist the specified wind pressure. If such projecting sign exceeds 30 square feet (2.8 m²) in one facial area, there shall be provided not fewer than two such supports on each side not more than 8 feet (2438 mm) apart to resist the wind pressure.

The thickness of projecting signs shall comply with Table 4-B.

SECTION 78. Section H115 is hereby deleted in its entirety:

H115 Referenced Standards

REFERENCED-STANDARDS

ASTM D635-10 Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position

NFPA 70-17 National Electrical Code

NFPA 701-10 Methods of Fire Test for Flame Propagation of Textiles and Films
SECTION 79. Section J101 is hereby amended to read as follows:

J101 GENERAL

J101.1 Scope.

The provisions of this chapter apply to grading, excavation, and earthwork construction, including fills and embankments, and the control of runoff from graded sites, including erosion sediments and construction-related pollutants. Where conflicts occur between the technical requirements of this chapter and the geotechnical report, the geotechnical report shall govern. The purpose of this Appendix is to safeguard life, limb, property, and the public welfare by regulating grading on property subject to this Code.

J101.2 Flood hazard areas.

Unless the applicant has submitted an engineering analysis hydrology and hydraulic analysis, prepared in accordance with standard engineering practice by a registered design professional California licensed civil engineer, that demonstrates the proposed work will not result in any increase in the level of the base flood, grading, excavation and earthwork construction, including fills and embankments, shall not be permitted in floodways designated in Chapter 11.60 of Title 11 – Health and Safety – of the Los Angeles County Code, or in floodways that are in flood hazard areas established in Section 1612.3, or in flood hazard areas where design flood elevations are specified but floodways have not been designated.

J101.3 General hazards.

Whenever the Building Official determines that any existing excavation,
embankment, or fill on property subject to this Code has become a hazard to life and
limb, or endangers property, or adversely affects the safety, use, or stability of a public
way or drainage channel, the Building Official may give written notice thereof to the
owner of the property upon which the excavation, embankment, or fill is located, or
other person or agent in control of said property. Upon receipt of said notice, the owner
or other person or agent in control of the property shall repair or eliminate such
excavation, embankment, or fill so as to eliminate the hazard, in conformance with the
requirements of this Code, within the period specified in said notice.

J101.4 Safety precautions.

If at any stage of the work the Building Official determines by inspection that
further grading as authorized is likely to endanger any public or private property, or
result in the deposition of debris on any public way, or interfere with any existing
drainage course, the Building Official may order the work stopped by notice in writing
served on any persons engaged in doing or causing such work to be done, and any
such person shall immediately stop such work. The Building Official may authorize the
work to proceed if the Building Official finds that adequate safety precautions can be
taken or corrective measures incorporated in the work to avoid likelihood of such
danger, deposition, or interference.

If the grading work as done has created or resulted in a hazardous condition, the
Building Official shall give written notice requiring correction thereof as specified in
Section J101 of this Code.
J101.5 Protection of utilities.

Both the permittee and the owner of the property on which the grading is performed shall be responsible for the prevention of damage to any public and/or private utilities or services.

J101.6 Protection of adjacent property.

Both the permittee and owner of the property on which the grading is performed shall be responsible for the prevention of damage to adjacent property. No person shall excavate on land sufficiently close to the property line to endanger any adjoining public street, sidewalk, alley, or other public or private property without taking adequate measures to support and protect such property from settling, cracking, or other damage that might result from the proposed work. Any person performing any grading that involves imported or exported materials shall take special precautions, as approved by the Building Official, to prevent such materials from being deposited on adjacent properties, any public way, and/or any drainage course.

J101.7 Storm water control measures.

Both the permittee and the owner of the property on which the grading is performed shall put into effect and maintain all precautionary measures necessary to protect adjacent water courses and public or private property from damage by erosion, flooding, and deposition of mud, debris, and construction-related pollutants originating from the site during grading and related construction activities.

J101.8 Maintenance of protective devices and rodent control.

All drainage structures and other protective devices and all burrowing rodent
control measures, as shown on the grading plans approved by the Building Official, shall be maintained in a good condition and, when necessary, promptly repaired by the permittee or the owner of the property on which grading has been performed or by any other person or agent in control of such property.

J101.9 Correlation with other sections.

The provisions of this Appendix are independent of the provisions of Chapter 99 of this Code relating to building and property rehabilitation. This Section may be applied even though the same facts have been used to determine that there is substandard property subject to the provisions of Chapter 99.

J101.10 Conditions of approval.

In granting any permit under this Code, the Building Official may include such conditions as may be reasonably necessary to prevent creation of a nuisance or hazard to public or private property. Such conditions may include, but shall not be limited to:

1. Improvement of any existing grading to comply with the standards of this Code.

2. Requirements for fencing of excavations or fills that would otherwise be hazardous.

3. Requirements for temporary excavations and shoring to be shown on plans.

SECTION 80. Section J102.1 is hereby amended to read as follows:

J102.1 Definitions.

The following words and terms shall, for the purposes of this appendix, have the-
meanings shown herein. Refer to Chapter 2 of the California Building Code for general definitions. For the purposes of this Appendix, the terms, phrases, and words listed in this Section and their derivatives shall have the indicated meanings.

**APPROVAL.** When the proposed work or completed work conforms to this Appendix, as determined by and to the satisfaction of the Building Official.

**AS-BUILT.** See Section J105.12.

**BEDROCK.** The relatively solid, undisturbed rock in place either at the ground surface or beneath superficial deposits of alluvium, colluvium, and/or soil.

**BENCH.** A relatively level step excavated into earth material on which fill is to be placed.

**BEST MANAGEMENT PRACTICE (BMP).** Practices, prohibitions of practices, or other activities to reduce or eliminate the discharge of pollutants to surface waters. BMPs include structural and nonstructural controls, management practices, operation and maintenance procedures, and system, design, and engineering methods that are required to be employed in order to comply with the requirements of the National Pollution Discharge Elimination System (NPDES) permit issued to the County of Los Angeles (see Section 106.4.3 and Title 31 – Green Building Standards Code – of the Los Angeles County Code).

**BORROW.** Earth material acquired from an off-site location for use in grading on a site.

**CIVIL ENGINEER.** A professional engineer licensed in the State of California to practice in the field of civil works.
**CIVIL ENGINEERING.** The application of the knowledge of the forces of nature, principles of mechanics, and the properties of materials to the evaluation, design, and construction of civil works.

**COMPACTION.** The densification of a fill by mechanical means.

**CUT.** See "Excavation."

**DESILTING BASINS.** Physical structures, constructed for the removal of sediments from surface water runoff.

**DESIGN ENGINEER.** The Civil Engineer responsible for the preparation of the grading plans for the site grading work.

**DOWN DRAIN.** A device for collecting water from a swale or ditch located on or above a slope, and safely delivering it to an approved drainage facility.

**EARTH MATERIAL.** Any rock, natural soil, or fill, or any combination thereof.

**ENGINEERING GEOLOGIST.** A geologist experienced and knowledgeable in engineering geology, holding a license as a geologist in the specialty of engineering geology issued by the State of California under the applicable provisions of the Geologist and Geophysicist Act of the Business and Professions Code.

**ENGINEERING GEOLOGY.** The application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works.

**EROSION.** The wearing away of the ground surface as a result of the movement of wind, water, or ice.
EXCAVATION. The removal of earth material by artificial means, also referred to as a cut.

FIELD ENGINEER. The Civil Engineer responsible for performing the functions as set forth in Section J105.3.

FILL. Deposition of earth materials by artificial means.

GEOTECHNICAL ENGINEER. See "Soils Engineer".

GEOTECHNICAL HAZARD. An adverse condition due to landslide, settlement, and/or slippage. These hazards include, but are not limited to, loose debris, slopewash, and mud flows from natural or graded slopes.

GRADE. The vertical location of the ground surface.

GRADE, EXISTING. The grade prior to grading.

GRADE, FINAL. See Section J105.7.

GRADE, FINISHED. The grade of the site at the conclusion of all grading efforts.

GRADE, INITIAL. See Section J105.7.

GRADE, ROUGH. See Section J105.7.

GRADING. An excavation or fill or combination thereof.

KEY. A compacted fill placed in a trench excavated in earth material beneath the toe of a slope.

LANDSCAPE ARCHITECT. A person who holds a certificate to practice landscape architecture in the State of California under the applicable landscape architecture provisions of Division 3, Chapter 3.5, of the Business and Professions Code.
LINE. The horizontal location of the ground surface.

PERMITTEE. See Section J105.6.

PRIVATE SEWAGE DISPOSAL SYSTEM. A septic tank with effluent discharging into a subsurface disposal field, into one or more seepage pits, or into a combination of a subsurface disposal field and a seepage pit or of such other facilities as may be permitted in accordance with the procedures and requirements set forth in Title 28 – Plumbing Code – of the Los Angeles County Code and as required by the Los Angeles County Department of Public Health.

PROJECT CONSULTANTS. The professional consultants required by this Code, which may consist of the Design Engineer, Field Engineer, Soils Engineer, Engineering Geologist, and Landscape Architect as applicable to this Appendix.

PROFESSIONAL INSPECTION. The inspection required by this Code to be performed by the Project Consultants. Such inspections shall be sufficient to form an opinion relating to the conduct of the work.

QSD. Qualified SWPPP Developer as defined in the California State Construction General Permit.

QSP. Qualified SWPPP Practitioner as defined in the California State Construction General Permit.

SITE. A lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.

SLOPE. An inclined surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance.
**SOIL.** Naturally occurring superficial deposits overlying parent bedrock.

**SOILS ENGINEER (GEOTECHNICAL ENGINEER).** A licensed civil engineer experienced and knowledgeable in the practice of soils engineering.

**SOILS ENGINEERING (GEOTECHNICAL ENGINEERING).** The application of the principles of soils mechanics in the investigation, evaluation, and design of civil works involving the use of earth materials and the inspection or testing of construction thereof.

**STORM DRAIN SYSTEM.** A conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, and man-made channels, designed or used for collecting and conveying storm water.

**STORM WATER POLLUTION PREVENTION PLAN (SWPPP).** A site drawing with details, notes, and related documents that identify the measures proposed by the permittee to: (1) control erosion and prevent sediment and construction-related pollutants from being carried offsite by storm water, and (2) prevent non-storm-water discharges from entering the storm drain system.

**SURFACE DRAINAGE.** Flows over the ground surface.

**SOIL TESTING AGENCY.** An agency regularly engaged in the testing of soils and rock under the direction of a Civil Engineer experienced in soil testing.

**TERRACE.** A relatively level step constructed in the face of a graded slope for drainage and maintenance purposes.

**SECTION 81.** Section J103 is hereby amended to read as follows:

**SECTION J103 PERMITS REQUIRED**
J103.1  
Permits required.

Except as exempted in Section J103.2, grading shall not be performed without first having obtained a permit therefor from the Building Official. A grading permit does not include the construction of retaining walls or other structures. A separate permit shall be obtained for each site and may cover both excavations and fills. Any engineered grading as described in Section J104.2.3 shall be performed by a contractor licensed by the State of California to perform the work described thereon. Regular grading less than 5,000 cubic yards may require a licensed contractor if the Building Official determines that special conditions or hazards exist.

J103.2  
Exemptions.

A grading permit shall not be required for the following:

1. When approved by the Building Official, grading in an isolated, self-contained area, provided that the public is not endangered and that such grading will not adversely affect adjoining properties or public rights of way.

...  

7. Exploratory excavations performed under the direction of a registered design professional Geotechnical Engineer or Engineering Geologist. This shall not exempt grading of access roads or pads created for exploratory excavations. Exploratory excavations must not create a hazardous condition to adjacent properties or the public in accordance with Section J101.3. A restoration plan must be provided and approved by the Building Official for all grading of access roads or pads. Restoration shall be completed within 90 days after the completion of soils testing unless otherwise
approved by the Building Official.

8. An excavation that does not exceed 50 cubic yards (38.3 m³) and complies with one of the following conditions and as shown in Figure J103.2:
   
   (a) Is less than 2 feet (0.6 m) in depth.
   
   (b) Does not create a cut slope greater than 5 feet (1.5 m) measured vertically upward from the cut surface to the surface of the natural grade and is not steeper than 2 units horizontal to 1 unit vertical (50 percent slope).

9. A fill not intended to support a structure that does not obstruct a drainage course and complies with one of the following conditions and as shown in Figure J103.2:

   (a) Is less than 1 foot (0.3 m) in depth and is placed on natural terrain with a slope flatter than 5 units horizontal to 1 unit vertical (20 percent slope).

   (b) Is less than 3 feet (0.9 m) in depth at its deepest point measured vertically upward from natural grade to the surface of the fill, does not exceed 50 cubic yards, and creates a fill slope no steeper than 2 units horizontal to 1 unit vertical (50 percent slope).

   (c) Is less than 5 feet (1.5 m) in depth at its deepest point measured vertically upward from natural grade to the surface of the fill, does not exceed 20 cubic yards, and creates a fill slope no steeper than 2 units horizontal to 1 unit vertical (50 percent slope).

Exemption from the permit requirements of this Appendix shall not be deemed to grant authorization for any work to be done in any manner in violation of the
provisions of this Code or any other laws or ordinances of this jurisdiction.

**J103.3 Unpermitted grading.**

A person shall not own, use, occupy, or maintain any site containing unpermitted grading. For the purposes of this Code, unpermitted grading shall be defined as either of the following:

(1) Grading that was performed, at any point in time, without the required permit(s) having first been obtained from the Building Official, pursuant to Section J103.1; or

(2) Grading for which a permit was obtained pursuant to this Section, but which was not completed, pursuant to Section J105, prior to the expiration of the permit, pursuant to Section 106.5.4.

**J103.4 Availability of permit at site.**

No person shall perform any grading that requires a permit under this Appendix unless a copy of the grading permit and approved grading plans are in the possession of a responsible person and available at the site for the Building Official's reference.

**J103.5 Grading fees.**

Fees shall be assessed in accordance with the provisions of this Section. The amount of the fees shall be as specified in Section 107.

1. Plan Review Fees. When a plan or other data are required to be submitted, a plan review fee shall be paid at the time of submitting plans and specifications for review. Separate plan review fees shall apply to retaining walls or major drainage structures as required elsewhere in this Code. For excavation and fill on
the same site, the fee shall be based on the volume of excavation or fill, whichever is
greater.

2. Permit Fees. A fee for each grading permit shall be paid to the Building
Official at the time of issuance of the permit. Separate permits and fees shall apply to
retaining walls or major drainage structures as required elsewhere in this Code.

3. Site Inspection Fee. When the Building Official finds that a visual
inspection of the site is necessary to establish drainage requirements for the protection
of property, existing buildings, or the proposed construction, a site inspection shall be
made during plan check of grading plans. A fee for such inspection shall be paid to the
Building Official at the time of submitting plans and specifications for review.

J103.6 Compliance with zoning code.

The Building Official may refuse to issue a grading permit for work on a site if
either the proposed grading or the proposed land use for the site shown on the grading
plan application does not comply with the provisions of Title 22 — Planning and Zoning —
of the Los Angeles County Code.

J103.7 Grading security.

J103.7.1 Scope and purpose.

The Building Official may require a permittee or the owner(s) of the property on
which the grading is proposed to occur to provide security, as a condition of the
issuance of a grading permit for any grading involving more than 1,000 cubic yards
(764.6 m³). Where unusual conditions or special hazards exist, the Building Official
may require security for grading involving less than 1,000 cubic yards (764.6 m³). The
The purpose of the security shall be to guarantee the permittee's obligation to mitigate any hazardous conditions, including flood and geotechnical hazards, that may be created if the grading is not completed in accordance with the approved plans and specifications, and to complete any work that the Building Official determines is necessary to bring the property into compliance with this Appendix.

Security required by this Section may include incidental off-site grading on property contiguous with the site to be developed, provided written consent of the owner of such contiguous property is filed with the Building Official.

The Building Official may waive the requirements for security for the following:

1. Grading being done by or for a governmental agency.

2. Grading necessary to remove a geotechnical hazard, where such work is covered by an agreement and security is posted pursuant to the provisions of Title 21 — Subdivisions — of the Los Angeles County Code.

3. Grading on a site, not exceeding a slope of three units horizontal to one unit vertical, provided such grading as determined by the Building Official will not affect drainage from or to adjacent properties.

4. Filling of holes or depressions, provided such grading will not affect the drainage from or to adjacent properties.

**J103.7.2 Form of security.**

The security referred to in Section J103.7.1 shall be in one of the following forms:

1. A bond furnished by a corporate surety authorized to do business in this state.
2. Cash.

3. Savings and loan certificates or shares deposited and assigned to the County as provided in Chapter 4.36 of Title 4 – Revenue and Finance – of the Los Angeles County Code.

4. An instrument of credit from a financial institution subject to regulation by the state or federal government and pledging that funds in the amount required by the Building Official are on deposit and guaranteed for payment, or a letter of credit is issued by such a financial institution.

J103.7.3 Amount of security.

The amount of security shall be based on the number of cubic yards of material in either excavation or fill, whichever is greater, and the cost of all drainage or other protective devices or work necessary to eliminate potential flooding and geotechnical hazards. That portion of the security valuation based on the volume of material in either excavation or fill shall be computed as follows:

100,000 cubic yards or less – 50 percent of the estimated cost of grading work.

Over 100,000 cubic yards – 50 percent of the cost of the first 100,000 cubic yards plus 25 percent of the estimated cost of that portion in excess of 100,000 cubic yards.

When the rough grading has been completed in conformance with the requirements of this Code, the Building Official may, at his or her discretion, consent to a proportionate reduction of the security to an amount estimated to be adequate to ensure completion of the grading work, site development, or planting remaining to be
performed. The costs referred to in this Section shall be as estimated by the Building Official.

J103.7.4 Conditions.

All security shall include the conditions that the principal shall:
1. Comply with all of the provisions of this Code, applicable laws, and ordinances;
2. Comply with all of the terms and conditions of the grading permit, and
3. Complete all of the work authorized by the permit.

J103.7.5 Term of security.

The term of each security shall begin upon the filing with the Building Official, and the security shall remain in effect until the work authorized by the grading permit is completed and approved by the Building Official.

J103.7.6 Default procedures.

In the event any grading for which a permit has been issued is not completed in accordance with the approved plans and specifications for said work or with all terms and conditions of the grading permit, the Building Official may declare that a default has occurred. The Building Official shall give notice thereof to the principal and surety or financial institution executing the security, or to the owner in the case of a cash bond or assignment.

The Building Official may thereafter determine the work that is necessary to mitigate any hazardous or unsafe conditions on the site and cause such work to be performed.
Where the security consists of a bond or instrument of credit, the surety or financial institution executing the security shall be responsible for the payment of all costs and expenses incurred by the Building Official in causing such work to be performed, up to the full amount of the security. In the case of cash security or assignment, the Building Official may pay all costs and expenses incurred in causing such work to be performed from the funds deposited and return any unused portion of such deposit or funds to the person making said deposit or assignment.

J103.7.7 Right of entry.

The Building Official or the authorized representative of any surety company or financial institution furnishing the security shall have access to the premises described in the permit for the purpose of inspecting the work.

In the event of default, as described in Section J103.7.6, the surety or financial institution furnishing the security, or the Building Official, or any person employed or engaged on the behalf of any of these parties, shall have the right to go upon the premises to perform the mitigation work, as described in Section J103.7.6.

Neither the permittee, owner, or any other person shall interfere with or obstruct the ingress into or egress from any such premises of any authorized representative of the surety or financial institution executing the security or the Building Official engaged to perform the mitigation work, as described in Section J103.7.6.
SECTION 82. Figure J103.2 is hereby added to read as follows:

<table>
<thead>
<tr>
<th>EXCAVATIONS</th>
<th>FILLS</th>
</tr>
</thead>
<tbody>
<tr>
<td>AN EXCAVATION WHICH IS LESS THAN 2 FT IN DEPTH AND DOES NOT EXCEED 50 CY</td>
<td>FILL PLACED ON NATURAL GRADE NOT STEEPER THAN 5:1 AND LESS THAN 1 FT DEEP</td>
</tr>
<tr>
<td>AN EXCAVATION WHICH CREATES A CUT SLOPE NOT GREATER THAN 5 FT IN HEIGHT, NOT STEEPER THAN 2:1, AND DOES NOT EXCEED 50 CY</td>
<td>FILL LESS THAN 3 FT DEEP AT ITS DEEPEST POINT THAT DOES NOT EXCEED 50 CY</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FILLS</th>
</tr>
</thead>
<tbody>
<tr>
<td>FILL LESS THAN 5 FT DEEP AT ITS DEEPEST POINT THAT DOES NOT EXCEED 20 CY</td>
</tr>
</tbody>
</table>

FIGURE J103.2

GRADING EXEMPTION CASES

SECTION 83. Section J104 is hereby amended to read as follows:

SECTION J104 PERMIT APPLICATION AND SUBMITTALS

J104.1 Submittal requirements.

In addition to the provisions of Section 105.3 and 1.8.4, as applicable, the applicant shall state the estimated quantities of excavation and fill following:

1. The estimated quantities of excavation, fill, borrow, removal, or combination thereof.

2. The proposed land use for the site on which the grading is to be performed.
J104.2 Site plan requirements.

In addition to the provisions of Section 407:106, a grading plan shall show the existing grade and finished grade in contour intervals of sufficient clarity to indicate the nature and extent of the work and show in detail that it complies with the requirements of this Code. The plans shall show the existing grade on adjoining properties in sufficient detail to identify how grade changes will conform to the requirements of this Code.

J104.2.1 Grading designation.

Grading in excess of 5,000 cubic yards (3,825 m³), or that is proposed to support any structure, shall be designated as "engineered grading." All engineered grading shall be performed in accordance with an approved grading plan and specifications prepared by a Civil Engineer, unless otherwise required by the Building Official.

Grading involving less than 5,000 cubic yards (3,825 m³), and that will not support any structure, shall be designated "regular grading" unless the permittee chooses to have the grading be designated as engineered grading, or the Building Official determines that, due to the existence of special conditions or unusual hazards, the grading should be designated as engineered grading.

J104.2.2 Regular grading requirements.

In addition to the provisions of Sections 106 and J104.2, an application for a regular grading permit shall be accompanied by plans of sufficient clarity to indicate the nature and extent of the work. The plans shall give the location of the work, the
name of the owner, and the name of the person who prepared the plan. The plan shall include the following information:

1. General vicinity of the proposed site.
2. Limits and depths of cut and fill.
3. Location of any buildings or structures where work is to be performed, and the location of any buildings or structures within 15 feet (4.6 m) of the proposed grading.
4. Contours, flow areas, elevations, or slopes that define existing and proposed drainage patterns.
5. Storm water mitigation measures in accordance with the requirements of Section 106.4.3 of this Code. See Section J110.8 for specific requirements.
6. Location of existing and proposed utilities, drainage facilities, and recorded public and private easements and restricted use areas.
7. Location of all recorded floodways as established by Chapter 11.60 of Title 11 — Health and Safety — of the Los Angeles County Code.
8. Location of all Special Flood Hazard Areas as designated and defined in Title 44 of the Code of Federal Regulations.

J104.2.3 Engineered grading requirements.

In addition to the provisions of Sections 106 and J104.2, an application for a permit for engineered grading shall be accompanied by plans and specifications, and supporting data consisting of a geotechnical report and engineering geology report.

Specifications shall contain information covering construction and material requirements. Plans shall be drawn to scale on paper and shall be of sufficient clarity to
indicate the nature and extent of the work proposed and shall show in detail that the
proposed work will conform to the provisions of this Code and all relevant laws,
ordinances, rules, and regulations. The first sheet of the plans shall depict the location
of the proposed work, the name and address of the owner, and the person by whom they were prepared.

The plans shall include or be accompanied by the following information:

1. General vicinity of the proposed site.

2. Property limits and accurate contours of existing ground and details of terrain and area drainage.

3. Limiting dimensions, elevations, or finish contours to be achieved by the grading, proposed drainage channels, and related construction.

4. Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams, and other protective devices to be constructed with, or as a part of, the proposed work. A map showing the drainage area and the estimated runoff of the area served by any drains shall also be provided.

5. Location of any existing or proposed buildings or structures located on the property on which the work is to be performed and the location of any buildings or structures on adjacent properties that are within 15 feet (4.6 m) of the property or that may be affected by the proposed grading operations.

6. Recommendations in the geotechnical report and the engineering geology report shall be incorporated into the grading plans or specifications. When approved by the Building Official, specific recommendations contained in the soils engineering report
and the engineering geology report, that are applicable to grading, may be included by reference.

7. The dates of the geotechnical and engineering geology reports together with the names, addresses, and phone numbers of the firms or individuals who prepared the reports.

8. A statement of the quantities of material to be excavated and/or filled. Earthwork quantities shall include quantities for geotechnical and geological remediation. In addition, a statement of the quantities of material to be imported or exported from the site.

9. A statement of the estimated starting and completion dates for proposed work.

10. A statement signed by the owner acknowledging that a Design Engineer, Field Engineer, Geotechnical Engineer, and Engineering Geologist, when appropriate, will be employed to perform the services required by this Code when the Building Official requires that such professional persons be so employed. These acknowledgments shall be on a form furnished by the Building Official.

11. Storm water mitigation measures are required to be shown on the grading plan in accordance with the requirement of Section 106.4.3 of this Code. See Section J110.8 for specific requirements.

12. A drainage plan for those portions of property proposed to be utilized as a building site (building pad), including elevations of floors with respect to finish site grade and locations of proposed stoops, slabs, and fences that may affect drainage.
13. Location and type of any proposed private sewage disposal system, including the location of the expansion area.

14. Location of existing and proposed utilities, drainage facilities, and recorded public and private easements and restricted use areas.

15. Location of all recorded floodways as established by Chapter 11.60 of Title 11 – Health and Safety – of the Los Angeles County Code.

16. Location of all Special Flood Hazard Areas as designated and defined in Title 44 of the Code of Federal Regulations.

J104.3 Geotechnical and engineering geology reports.

A geotechnical report prepared by registered design professionals shall be provided. The report shall contain not less than the following:

1. The nature and distribution of existing soils;

2. Conclusions and recommendations for grading procedures;

3. Soil design criteria for any structures or embankments required to accomplish the proposed grading; and

4. Where necessary, slope stability studies, and recommendations and conclusions regarding site geology.

The geotechnical report required by Section J104.2.3 shall include data regarding the nature, distribution, and strength of existing soils, conclusions, and recommendations for grading procedures and design criteria for corrective measures, including buttress fills, when necessary, and an opinion on the adequacy for the intended use of sites to be developed by the proposed grading as affected by...
geotechnical factors, including the stability of slopes. All reports shall conform with the requirements of Section 111 and shall be subject to review by the Building Official. Supplemental reports and data may be required as the Building Official may deem necessary. Recommendations included in the reports and approved by the Building Official shall be incorporated in the grading plan or specifications.

The engineering geology report required by Section J104.2.3 shall include an adequate description of the geology of the site, conclusions, and recommendations regarding the effect of geologic conditions on the proposed development, and an opinion on the adequacy for the intended use of sites to be developed by the proposed grading, as affected by geologic factors. The engineering geology report shall include a geologic map and cross sections utilizing the most recent grading plan as a base. All reports shall conform with the requirements of Section 111 and shall be subject to review by the Building Official. Supplemental reports and data may be required as the Building Official may deem necessary. Recommendations included in the reports and approved by the Building Official shall be incorporated in the grading plan or specifications.

Exception: A geotechnical or engineering geology report is not required where the Building Official determines that the nature of the work applied for is such that a report is not necessary.

J104.4 Liquefaction study.

For sites with mapped maximum considered earthquake spectral response accelerations at short periods ($S_s$) greater than 0.5g as determined by Section 1613, a
study of the liquefaction potential of the site shall be provided and the recommendations incorporated in the plans. A geotechnical investigation will be required when the proposed work is a "Project" as defined in California Public Resources Code section 2693, and is located in an area designated as a "Seismic Hazard Zone" as defined in section 3722 of Title 14 of the California Code of Regulations and on Seismic Hazard Zone Maps issued by the State Geologist under Public Resources Code section 2696.

**Exception:** A liquefaction study is not required where the Building Official determines from established local data that the liquefaction potential is low.

**SECTION 84.** Section J105 is hereby amended to read as follows:

**SECTION J105 INSPECTIONS**

**J105.1 General.**

Grading inspections shall be governed by Section 1401, Chapter 1, Division II of this code and as indicated herein. Grading operations for which a permit is required shall be subject to inspection by the Building Official. In addition, professional inspection of grading operations shall be performed by the Field Engineer, the Geotechnical Engineer, and the Engineering Geologist retained to provide such services in accordance with this Section for engineered grading and as required by the Building Official for regular grading.

**J105.2 Special and supplemental inspections.**

The special inspection requirements of Section 1705.6 shall apply to work performed under a grading permit where required by the Building Official. In addition
to the called inspections specified in Section J105.7, the Building Official may make such other inspections as may be deemed necessary to determine that the work is being performed in conformance with the requirements of this Code. The Building Official may require investigations and reports by an approved soil testing agency, Geotechnical Engineer and/or Engineering Geologist, and Field Engineer. Inspection reports shall be provided when requested in writing by the Building Official.

The Building Official may require continuous inspection of drainage devices by the Field Engineer in accordance with this Section when the Building Official determines that the drainage devices are necessary for the protection of the structures in accordance with Section 110.

**J105.3 Field engineer.**

The Field Engineer shall provide professional inspection of those parts of the grading project within such engineer's area of technical specialty, oversee and coordinate all field surveys, set grade stakes, and provide site inspections during grading operations to ensure the site is graded in accordance with the approved grading plan and the appropriate requirements of this Code. During site grading, and at the completion of both rough grading and final grading, the Field Engineer shall submit statements and reports as required by Sections J105.11 and J105.12. If revised grading plans are required during the course of the work, they shall be prepared by a Civil Engineer and approved by the Building Official.

**J105.4 Geotechnical engineer.**

The Geotechnical Engineer shall provide professional inspection of those parts of
the grading project within such engineer's area of technical specialty, which shall include observation during grading and testing for required compaction. The Geotechnical Engineer shall provide sufficient observation during the preparation of the natural ground and placement and compaction of the fill to verify that such work is being performed in accordance with the conditions of the approved plan and the appropriate requirements of this Appendix. If conditions differing from the approved geotechnical engineering and engineering geology reports are encountered during grading, the Geotechnical Engineer shall provide revised recommendations to the permittee, the Building Official, and the Field Engineer.

J105.5 Engineering geologist.

The Engineering Geologist shall provide professional inspection of those parts of the grading project within such engineer's area of technical specialty, which shall include professional inspection of the bedrock excavation to determine if conditions encountered are in conformance with the approved report. If conditions differing from the approved engineering geology report are encountered, the Engineering Geologist shall provide revised recommendations to the Geotechnical Engineer.

J105.6 Permittee.

The permittee shall be responsible for ensuring that the grading is performed in accordance with the approved plans and specifications and in conformance with the provisions of this Code. The permittee shall engage project consultants, if required under the provisions of this Code, to provide professional inspections on a timely basis. The permittee shall act as a coordinator between the project consultants, the contractor,
and the Building Official. In the event of changed conditions, the permittee shall be responsible for informing the Building Official of such change and shall provide revised plans for approval.

**J105.7 Required inspections.**

The permittee shall call for an inspection by the Building Official at the following various stages of work and shall obtain the approval of the Building Official prior to proceeding to the next stage of work:

**Pre-grade.** Before any construction or grading activities occur at the site. The permittee shall schedule a pre-grade inspection with the Building Official. The permittee shall ensure that all project consultants are present at the pre-grade inspection.

**Initial grade.** When the site has been cleared of vegetation and unapproved fill, and has been scarified, benched, or otherwise prepared for fill. No fill shall have been placed prior to this inspection.

**Rough grade.** When approximate final elevations have been established, drainage terraces, swales, and other drainage devices necessary for the protection of the building sites from flooding have been installed, berms have been installed at the top of the slopes, and the statements required by Section J105.12 have been received.

**Final grade.** When grading has been completed, all drainage devices necessary to drain the building pad have been installed, slope planting has been established, irrigation systems have been installed, and the as-built plans and required statements and reports have been submitted.
J105.8 Notification of noncompliance.

If, in the course of fulfilling their respective duties under this Appendix, the Field Engineer, the Geotechnical Engineer, or the Engineering Geologist determines that the work is not being done in conformance with this Appendix or the approved grading plans, the Field Engineer, the Geotechnical Engineer, or the Engineering Geologist shall immediately report, in writing, the discrepancies and the recommended corrective measures to the permittee and to the Building Official.

J105.9 Transfer of responsibility.

If the Field Engineer, the Geotechnical Engineer, or the Engineering Geologist of record is changed at any time after the grading plans required pursuant to Section J104.2.2 or J104.2.3 have been approved by the Building Official, the permittee shall immediately provide written notice of such change to the Building Official. The Building Official may stop the grading from commencing or continuing until the permittee has identified a replacement and the replacement has agreed in writing to assume responsibility for those parts of the grading project that are within the replacement's area of technical competence.

J105.10 Non-inspected grading.

No person shall own, use, occupy, or maintain any non-inspected grading. For the purposes of this Code, non-inspected grading shall be defined as any grading for which a grading permit was first obtained, pursuant to Section J103, above, but which has progressed beyond any point requiring inspection and approval by the Building Official without such inspection and approval having been obtained.
J105.11 Routine field inspections and reports.

Unless otherwise directed by the Building Official, the Field Engineer for all engineered grading projects shall prepare routine inspection reports and shall file these reports with the Building Official as follows:

1. Bi-weekly during all times when grading of 400 cubic yards or more per week is occurring on the site;

2. Monthly, at all other times; and

3. At any time when requested in writing by the Building Official.

Such reports shall certify to the Building Official that the Field Engineer has inspected the grading site and related activities and has found them in compliance with the approved grading plans and specifications, this Code, all grading permit conditions, and all other applicable ordinances and requirements. The reports shall conform to a standard "Report of Grading Activities" form, which shall be provided by the Building Official.

J105.12 Completion of work.

Upon completion of the rough grading work and at the final completion of the work, the following reports and drawings and supplements thereto are required for engineered grading or when professional inspection is otherwise required by the Building Official:

1. An "as-built" grading plan prepared by the Field Engineer retained to provide such services in accordance with Section J105.3 showing all plan revisions as approved by the Building Official. This shall include original ground surface elevations.
as-built ground surface elevations, lot drainage patterns, and the locations and
elevations of surface drainage facilities and the outlets of subsurface drains. As-built
locations, elevations, and details of subsurface drains shall be shown as reported by the
Geotechnical Engineer.

The as-built grading plan shall be accompanied by a certification by the Field
Engineer that to the best of his or her knowledge, the work within the Field Engineer’s
area of responsibility was done in accordance with the final approved grading plan.

2. A report prepared by the Geotechnical Engineer retained to provide such
services in accordance with Section J105.4, including locations and elevations of field
density tests, summaries of field and laboratory tests, other substantiating data, and
comments on any changes made during grading and their effect on the
recommendations made in the approved geotechnical engineering investigation report.
The report shall include a certification by the Geotechnical Engineer that, to the best of
his or her knowledge, the work within the Geotechnical Engineer’s area of responsibility
is in accordance with the approved geotechnical engineering report and applicable
provisions of this Appendix. The report shall contain a finding regarding the safety of
the completed grading and any proposed structures against hazard from landslide,
settlement, or slippage.

3. A report prepared by the Engineering Geologist retained to provide such
services in accordance with Section J105.5, including a final description of the geology
of the site and any new information disclosed during the grading and the effect of such
new information, if any, on the recommendations incorporated in the approved grading
plan. The report shall contain a certification by the Engineering Geologist that, to the 
best of his or her knowledge, the work within the Engineering Geologist's area of 
responsibility is in accordance with the approved engineering geology report and 
applicable provisions of this Appendix. The report shall contain a finding regarding the 
safety of the completed grading and any proposed structures against hazard from 
landslide, settlement, or slippage. The report shall contain a final as-built geologic map 
and cross-sections depicting all the information collected prior to and during grading.

4. The grading contractor shall certify, on a form prescribed by the Building 
Offcial, that the grading conforms to said as-built plan and the approved specifications.

5. When a landscape permit is required by Section 490.1 of the California 
Department of Water Resources Model Water Efficient Landscape Ordinance, the 
Landscape Architect shall certify on a form prescribed by the Building Official that the 
landscaping conforms to approved landscape plans and specifications.

J105.13 Notification of completion.

The permittee shall notify the Building Official when the grading operation is 
ready for final inspection. Final approval shall not be given until all work, including 
installation of all drainage facilities and their protective devices, and all erosion-control 
measures, have been completed in accordance with the final approved grading plan, 
and all required reports have been submitted and approved.

J105.14 Change of ownership.

Unless otherwise required by the Building Official, when a grading permit has
been issued on a site and the owner sells the property prior to final grading approval, the new property owner shall be required to obtain a new grading permit.

SECTION 85. Section J106.1 is hereby amended to read as follows:

J106.1 Maximum cut slope.

The slope of cut surfaces shall be no steeper than is safe for the intended use, and shall be not more than one unit vertical in two units horizontal (50-percent slope) unless the owner or the owner's authorized agent furnishes a geotechnical or an engineering geology report, or both, justifying a steeper slope. The reports must contain a statement by the Geotechnical Engineer or Engineering Geologist that the site was investigated and an opinion that a steeper slope will be stable and will not create a hazard to public or private property, in conformance with the requirements of Section 111. The Building Official may require the slope of the cut surfaces to be flatter in slope than 2 units horizontal to 1 unit vertical if the Building Official finds it necessary for the stability and safety of the slope.

Exceptions:

1. A cut surface shall be permitted to be at a slope of 1.5 units horizontal to one unit vertical (67 percent slope) provided that all of the following are met:

   1.1. It is not intended to support structures or surcharges.
   1.2. It is adequately protected against erosion.
   1.3. It is no more than 8 feet (2438 mm) in height.
   1.4. It is approved by the Building Official.
   1.5. Ground water is not encountered.
SECTION 86. Section J107 is hereby amended to read as follows:

SECTION J107 FILLS

J107.1 General.

Unless otherwise recommended in the geotechnical report, fills shall comply with the provisions of this Section.

Exception: The Building Official may permit a deviation from the provisions of this Appendix for minor fills not intended to support structures, where no geotechnical report has been prepared.

J107.2 Surface Preparation.

Fill slopes shall not be constructed on natural slopes steeper than 2 units horizontal to 1 unit vertical (50 percent slope). The ground surface shall be prepared to receive fill by removing vegetation, topsoil, and other unsuitable materials (including any existing fill that does not meet the requirements of this Appendix), and scarifying the ground to provide a bond with the fill material.

Subdrains shall be provided under all fills placed in natural drainage courses and in other locations where seepage is evident, except where the Geotechnical Engineer or Engineering Geologist recommends otherwise. Such sub-drainage systems shall be of a material and design approved by the Geotechnical Engineer and acceptable to the Building Official. The Geotechnical Engineer shall provide continuous inspection during the process of subdrain installations. The location of the subdrains shall be shown on a
plan prepared by the Geotechnical Engineer. Excavations for the subdrains shall be inspected by the Engineering Geologist when such subdrains are included in the recommendations of the Engineering Geologist.

**J107.3 Benching.**

Where existing grade is at a slope steeper than one unit vertical in five units horizontal (20-percent slope) and the depth of the fill exceeds 5 feet (1524 mm), benching shall be provided into sound bedrock or other competent material as determined by the Geotechnical Engineer in accordance with Figure J107.3, or as determined by the Geotechnical Engineer. When fill is to be placed over a cut, a key shall be provided that is not less than 10 feet (3048 mm) in width and 2 feet (610 mm) in depth. The area beyond the toe of fill shall be sloped for sheet overflow or a paved drain shall be constructed thereon. The Geotechnical Engineer or Engineering Geologist, or both, shall inspect and approve the cut as being suitable for the foundation and placement of fill material before any fill material is placed on the excavation.

**J107.4 Fill material.**

Fill material shall not include organic, frozen, or other deleterious materials. Rock or similar irreducible material greater than 12 inches (305 mm) in any dimension shall not be included in fills.

**Exception:** The Building Official may permit placement of larger rock when the Geotechnical Engineer properly devises and recommends a method of placement, and continuously inspects the placement and approves the fill stability. The following requirements shall also apply:
1. Prior to issuance of the grading permit, potential rock disposal areas shall be delineated on the grading plan.

2. Rock sizes greater than 12 inches (0.3 m) in maximum dimension shall be 10 feet (3.0 m) or more below grade, measured vertically.

3. Rocks shall be placed so as to assure filling of all voids with well-graded soil.

4. The reports submitted by the Geotechnical Engineer shall acknowledge the placement of the oversized material and whether the work was performed in accordance with the engineer's recommendations and the approved plans.

5. The location of oversized rock dispersal areas shall be shown on the as-built plan.

**Compaction.**

All fill material shall be compacted to a minimum of 90 percent of maximum density as determined by ASTM D1557, Modified Proctor, in lifts not exceeding 12 inches (305 mm) in depth within 40 feet (12.2 m) below finished grade and 93 percent of maximum dry density deeper than 40 feet (12.2 m) below finished grade, unless a lower relative compaction (not less than 90 percent of maximum dry density) is justified by the Geotechnical Engineer and approved by the Building Official. Where ASTM D1557, Modified Proctor, is not applicable, a test acceptable to the Building Official shall be used.
Field density shall be determined by a method acceptable to the Building Official. However, not less than ten percent of the required density tests, uniformly distributed, shall be obtained by the Sand Cone Method.

Fill slopes steeper than 2 units horizontal to 1 unit vertical (50-percent slope) shall be constructed by the placement of soil a sufficient distance beyond the proposed finish slope to allow compaction equipment to operate at the outer surface limits of the final slope surface. The excess fill is to be removed prior to completion or rough grading. Other construction procedures may be utilized when it is first shown to the satisfaction of the Building Official that the angle of slope, construction method, and other factors will comply with the intent of this Section.

J107.6 Maximum slope.

The slope of fill surfaces shall be not steeper than is safe for the intended use. Fill slopes steeper than one unit vertical in two units horizontal (50-percent slope) shall be justified by a geotechnical report or engineering data conforming to the requirements of Section 111, containing a statement by the Geotechnical Engineer that the site has been investigated and an opinion that a steeper fill slope will be stable and will not create a hazard to public or private property. Substantiating calculations and supporting data may be required where the Building Official determines that such information is necessary to verify the stability and safety of the proposed slope. The Building Official may require the fill slope to be constructed with a face flatter in slope than 2 units horizontal to 1 unit vertical (50-percent slope) if the Building Official finds it necessary for stability and safety of the slope.
J107.7 Slopes to receive fill.

Where fill is to be placed above the top of an existing slope steeper than 3 units horizontal to 1 unit vertical (33-percent slope), the toe of the fill shall be set back from the top edge of the existing slope a minimum distance of 6 feet (1.8 m) measured horizontally or such other distance as may be specifically recommended by a Geotechnical Engineer or Engineering Geologist and approved by the Building Official.

J107.8 Inspection of fill.

For engineered grading, the Geotechnical Engineer shall provide sufficient inspections during the preparation of the natural ground and the placement and compaction of the fill to ensure that the work is performed in accordance with the conditions of plan approval and the appropriate requirements of this Appendix. In addition to the above, the Geotechnical Engineer shall provide continuous inspection during the entire fill placement and compaction of fills that will exceed a vertical height or depth of 30 feet (9.1 m) or result in a slope surface steeper than 2 units horizontal to 1 unit vertical (50-percent slope).

J107.9 Testing of fills.

Sufficient tests of the fill soils shall be made to determine the density and to verify compliance of the soil properties with the design requirements. This includes soil types and shear strengths in accordance with Section J111 Referenced Standards.

SECTION 87. Section J108 is hereby amended to read as follows:

SECTION J108 SETBACKS
J108.1 General.

Cut and fill slopes shall be set back from the property lines in accordance with this section. Setback dimensions shall be measured perpendicular to the property line and shall be as shown in Figure J108.1, unless substantiating data is submitted justifying reduced setbacks and reduced setbacks are recommended in a geotechnical engineering and engineering geology report approved by the Building Official.

J108.2 Top of slope.

The setback at the top of a cut slope shall be not less than that shown in Figure J108.1, or than is required to accommodate any required interceptor drains, whichever is greater. For graded slopes, the property line between adjacent lots shall be at the apex of the berm at the top of the slope. Property lines between adjacent lots shall not be located on a graded slope steeper than 5 units horizontal to 1 unit vertical (20-percent slope).

J108.3 Toe of fill slope protection.

The setback from the toe of a fill slope shall not be less than that shown by Figure J108.1. Where required to protect adjacent properties at the toe of a slope from adverse effects of the grading, additional protection, approved by the Building Official, shall be included. Examples of such protection may include but shall not be limited to:

1. Setbacks greater than those required by Figure J108.1.
2. Provisions for retaining walls or similar construction.
3. Erosion protection of the fill slopes.
4. Provision for the control of surface waters.
J108.4 Alternate setbacks.

The Building Official may approve alternate setbacks if he or she determines that no hazard to life or property will be created or increased. The Building Official may require an investigation and recommendation by a qualified engineer or Engineering Geologist to justify any proposed alternate setback.

SECTION 88. Figure J108.1 is hereby amended to read as follows:

SECTION 89. Section J109 is hereby amended to read as follows:

SECTION J109 DRAINAGE AND TERRACING

J109.1 General.

Unless otherwise recommended by a registered-design-professional licensed Civil

FIGURE J108.1 DRAINAGESETBACK DIMENSIONS
Engineer and approved by the Building Official, drainage facilities and terracing shall be provided in accordance with the requirements of this Section J109.2 for all cut and fill slopes 3 units horizontal to 1 unit vertical (33-percent slope) and steeper.

**EXCEPTION:** Drainage facilities and terracing need not be provided where the ground slope is not steeper than one unit vertical in three units horizontal (33-percent slope).

For slopes flatter than 3 units horizontal to 1 unit vertical (33-percent slope) and steeper than 5 units horizontal to 1 unit vertical (20-percent slope), a paved swale or ditch shall be installed at 30 foot (9.1 m) vertical intervals to control surface drainage and debris. Swales shall be sized based on contributory area and have adequate capacity to convey intercepted waters to the point of disposal as defined in Section J109.5. Swales must be paved with reinforced concrete not less than 3 inches (0.08 m) in thickness, reinforced with 6-inch (0.2 m) by 6-inch (0.2 m) No. 10 by No. 10 welded wire fabric or equivalent reinforcing centered in the concrete slab or an equivalent approved by the Building Official. Swales must have a minimum flow line depth of 1 foot (0.3 m) and a minimum paved width of 18 inches (0.5 m). Swales shall have a minimum gradient of not less than 5 percent. There shall be no reduction in grade along the direction of flow unless the velocity of flow is such that slope debris will remain in suspension on the reduced grade.

**J109.2 Drainage Terraces.**

Drainage Terraces not less than 6 feet (1829 mm) 8 feet (2.4 m) in width shall be established at not more than 30-foot (9144 mm) vertical intervals on all cut or fill slopes
to control surface drainage and debris. Suitable access shall be provided to allow for cleaning and maintenance.

Where more than two terraces are required, one terrace, located at approximately mid-height, shall be at least 12 feet (3658 mm) in width.

Swales or ditches shall be provided on terraces. They shall have a minimum gradient of one unit vertical in 20 units horizontal (5 percent slope) and shall be paved with concrete not less than 3 inches (76 mm) in thickness, or with other materials suitable to the application. They shall have a depth not less than 12 inches (305 mm) and a width not less than 5 feet (1524 mm).

A single run of swale or ditch shall not collect runoff from a tributary area exceeding 13,500 square feet (1256 m²) (projected) without discharging into a down-drain. When only one terrace is required, it shall be at mid-height. For cut or fill slopes greater than 100 feet (30.5 m) and up to 120 feet (36.6 m) in vertical height, one terrace at approximately mid-height shall be 20 feet (6.1 m) in width. Terrace widths and spacing for cut and fill slopes greater than 120 feet (36.6 m) in height shall be designed by the Civil Engineer and approved by the Building Official. Suitable access shall be provided to permit proper cleaning and maintenance.

Drainage swales on terraces shall have a longitudinal grade of not less than 5 percent nor more than 12 percent and a minimum depth of 1 foot (0.3 m) at the flow line. There shall be no reduction in grade along the direction of flow unless the velocity of flow is such that slope debris will remain in suspension on the reduced grade. Drainage swales must be paved with reinforced concrete not less than 3 inches (0.8 m).
in thickness, reinforced with 6-inch (0.2 m) by 6-inch (0.2 m) No. 10 by No. 10 welded wire fabric or equivalent reinforcing centered in the concrete slab or an approved equal paving. Drainage swales shall have a minimum depth at the deepest point of 1 foot (0.3 m) and a minimum paved width of 5 feet (1.5 m). Drainage swales on terraces shall be sized based on contributory area and have adequate capacity to convey intercepted waters to the point of disposal as defined in Section J109.5. Downdrains or drainage outlets shall be provided at approximately 300 foot (91.4 m) intervals along the drainage terrace or at equivalent locations. Down drains and drainage outlets shall be of approved materials and of adequate capacity to convey the intercepted waters to the point of disposal as defined in Section J109.5.

J109.3 Interceptor drains and overflow protection.

Berms, interceptor drains, swales, or other devices shall be installed along the top of cut slopes receiving drainage from a tributary width greater than 40 feet (12.192 mm), measured horizontally, to prevent surface waters from overflowing onto and damaging the face of a slope. Berms used for slope protection shall not be less than 12 inches (0.3 m) above the level of the pad and shall slope back at least 4 feet (1.2 m) from the top of the slope.

Interceptor drains shall be installed along the top of graded slopes greater than 5 feet in height receiving drainage from a slope with a tributary width greater than 30 feet (9.1 m), measured horizontally. They shall have a minimum depth of 1 foot (305 mm) and a minimum width of 3 feet (915 mm). The slope shall be approved by the Building Official, but shall be not less than one unit vertical in 50 units horizontal (2-
percent slope). The drain shall be paved with concrete not less than 3 inches (76mm) in thickness, or by other materials suitable to the application, and reinforced as required for drainage terraces. Discharge from the drain shall be accomplished in a manner to prevent erosion and shall be approved by the Building Official.

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**J109.5 Disposal.**

All drainage facilities shall be designed to convey waters to the nearest-practicable street, storm drain, or natural watercourse or drainage way approved by the Building Official or other appropriate governmental agency, provided that the discharge of such waters at that location will not create or increase a hazard to life or property. Erosion of the ground in the area of discharge shall be prevented by installation of non-erosive down drains or other devices. Desilting basins, filter barriers, or other methods, as approved by the Building Official, shall be utilized to remove sediments from surface waters before such waters are allowed to enter streets, storm drains, or natural watercourses. If the drainage device discharges onto natural ground, riprap or a similar energy dissipator may be required.

Building pads shall have a minimum drainage gradient of 2 percent toward an approved drainage facility or a public street unless otherwise directed by the Building Official. A lesser slope may be approved by the Building Official for sites graded in relatively flat terrain, or where special drainage provisions are made, when the Building Official finds such modification will not result in a hazard to life or property.
SECTION 90. Section J110 is hereby amended to read as follows:

SECTION J110 SLOPE PLANTING AND EROSION CONTROL

J110.1 General.

The faces of cut and fill slopes shall be prepared and maintained to control erosion. This control shall consist of effective planting, erosion control blankets, soil stabilizers, or other means as approved by the Building Official.

Exception: Erosion control measures need not be provided on cut slopes not subject to erosion due to the erosion-resistant character of the materials, as approved by the Project Consultants to the satisfaction of the Building Official.

... J110.3 Planting.

The surface of all cut slopes more than 5 feet (1.5 m) in height and fill slopes more than 3 feet (0.9 m) in height shall be protected against damage from erosion by planting with grass or ground cover plants. Slopes exceeding 15 feet (4.6 m) in vertical height shall also be planted with shrubs, spaced at not to exceed 10 feet (3 m) on center, or trees, spaced at not to exceed 20 feet (6.1 m) on center; or a combination of shrubs and trees at an equivalent spacing, in addition to the grass or ground cover plants. The plants selected and planting methods used shall be suitable for the soil and climatic conditions of the site.

Plant material shall be selected that will produce a coverage of permanent planting to effectively control erosion. Consideration shall be given to deep-rooted plant material needing limited watering, maintenance, high root to shoot ratio, wind.
susceptibility, and fire-retardant characteristics. All plant materials must be approved by the Building Official.

Planting may be modified for the site if specific recommendations are provided by both the Geotechnical Engineer and a Landscape Architect. Specific recommendations must consider soils and climatic conditions, irrigation requirements, planting methods, fire-retardant characteristics, water efficiency, maintenance needs, and other regulatory requirements. Recommendations must include a finding that the alternative planting will provide a permanent and effective method of erosion control. Modifications to planting must be approved by the Building Official prior to installation.

J110.4 Irrigation.

Slopes required to be planted by Section J110.3 shall be provided with an approved system of irrigation that is designed to cover all portions of the slope. Irrigation system plans shall be submitted to and approved by the Building Official prior to installation. A functional test of the system may be required.

For slopes less than 20 feet (6.1 m) in vertical height, hose bibs to permit hand watering will be acceptable if such hose bibs are installed at conveniently accessible locations where a hose no longer than 50 feet (15.2 m) is necessary for irrigation.

Irrigation requirements may be modified for the site if specific recommendations are provided by both the Geotechnical Engineer and a Landscape Architect. Specific recommendations must consider soils and climatic conditions, plant types, planting methods, fire-retardant characteristics, water efficiency, maintenance needs, and other regulatory requirements. Recommendations must include a finding that the alternative
irrigation method will sustain the proposed planting and provide a permanent and effective method of erosion control. Modifications for irrigation systems must be approved by the Building Official prior to installation.

**J110.5 Plans and specifications.**

Planting and irrigation plans shall be submitted for slopes that are required to be planted and irrigated pursuant to Sections J110.3 and J110.4. Except as otherwise required by the Building Official for minor grading, the plans for slopes 20 feet (6.1 m) or more in vertical height shall be prepared and signed by a Civil Engineer or Landscape Architect. If requested by the Building Official, planting and irrigation details shall be included on the grading plan.

**J110.6 Rodent control.**

Fill slopes shall be protected from potential slope damage by a preventative program of rodent control.

**J110.7 Release of security.**

The planting and irrigation systems required by this Section shall be installed as soon as practical after rough grading. Prior to final approval of grading and before the release of the grading security, the planting shall be well established and growing on the slopes and there shall be evidence of an effective rodent control program.

**J110.8 National Pollutant Discharge Elimination System (NPDES) compliance.**

**J110.8.1 General.**

All grading plans and permits and the owner of any property on which such
grading is performed shall comply with the provisions of this Section for NPDES compliance.

All best management practices shall be installed before grading begins or as instructed in writing by the Building Official for unpermitted grading as defined by Section J103.3. As grading progresses, all best management practices shall be updated as necessary to prevent erosion and to control construction-related pollutants from discharging from the site. All best management practices shall be maintained in good working order to the satisfaction of the Building Official until final grading approval has been granted by the Building Official and all permanent drainage and erosion control systems, if required, are in place. Failure to comply with this Section is subject to "Noncompliance Penalties" pursuant to Section J110.8.5. Payment of a penalty shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work.

J110.8.2 Storm Water Pollution Prevention Plan (SWPPP).

The Building Official may require a SWPPP. The SWPPP shall contain details of best management practices, including desilting basins or other temporary drainage or control measures, or both, as may be necessary to control construction-related pollutants that originate from the site as a result of construction-related activities. When the Building Official requires a SWPPP, no grading permit shall be issued until the SWPPP has been submitted to and approved by the Building Official.

For unpermitted grading as defined by Section J103.3 upon written request, a SWPPP in compliance with the provisions of this Section and Section 106.4.3 for
NPDES compliance shall be submitted to the Building Official. Failure to comply with this Section is subject to "Noncompliance Penalties" per Section J110.8.5. Payment of a penalty shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work.

**J110.8.3 Erosion and Sediment Control Plans (ESCP).**

Where a grading permit is issued and the Building Official determines that the grading will not be completed prior to November 1, the owner of the site on which the grading is being performed shall, on or before October 1, file or cause to be filed with the Building Official an ESCP. The ESCP shall include specific best management practices to minimize the transport of sediment and protect public and private property from the effects of erosion, flooding, or the deposition of mud, debris, or construction-related pollutants. The best management practices shown on the ESCP shall be installed on or before October 15. The plans shall be revised annually or as required by the Building Official to reflect the current site conditions.

The ESCP shall be accompanied by an application for plan checking services and plan-checking fees in an amount determined by the Building Official, up to but not exceeding 10 percent of the original grading permit fee.

Failure to comply with this Section is subject to "Noncompliance Penalties" pursuant to Section J110.8.5. Payment of a penalty shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work.

**J110.8.4 Storm Water Pollution Prevention Plan (SWPPP), effect of noncompliance.**
Should the owner fail to submit the SWPPP or the ESCP as required by Section J110.8, or fail to install the best management practices, it shall be deemed that a default has occurred under the conditions of the grading permit security. The Building Official may thereafter enter the property for the purpose of installing, by County forces or by other means, the drainage, erosion control, and other devices shown on the approved plans, or if there are no approved plans, as the Building Official may deem necessary to protect adjoining property from the effects of erosion, flooding, or the deposition of mud, debris, or constructed-related pollutants.

The Building Official shall also have the authority to impose and collect the penalties imposed by Section J110.8.5. Payment of a penalty shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work.

**J110.8.5 Noncompliance penalties.**

The amount of the penalties shall be as follows:

1. If a SWPPP or an ESCP is not submitted as prescribed in Sections J110.8.2 and J110.8.3:

<table>
<thead>
<tr>
<th>Grading Permit Volume</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-10,000 cubic yards (1-7645.5 m³)</td>
<td>$50.00 per day</td>
</tr>
<tr>
<td>10,001-100,000 cubic yards (7646.3-76455 m³)</td>
<td>$250.00 per day</td>
</tr>
<tr>
<td>More than 100,000 cubic yards (76455 m³)</td>
<td>$500.00 per day</td>
</tr>
</tbody>
</table>

2. If the best management practices for storm water pollution prevention and wet weather erosion control, as approved by the Building Official, are not installed as prescribed in this Section J110.8:
### Grading Permit Volume

<table>
<thead>
<tr>
<th>Volume</th>
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</tr>
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<tbody>
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<td>1-10,000 cubic yards (1-7645.5 m³)</td>
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<tr>
<td>More than 100,000 cubic yards (76455 m³)</td>
<td>$500.00 per day</td>
</tr>
</tbody>
</table>

**NOTE:** See Section 108 for inspection request requirements.

**SECTION 91.** Section J111 is hereby amended to read as follows:

**SECTION J111 REFERENCED STANDARDS**

<table>
<thead>
<tr>
<th>ASTM D 1557-12</th>
<th>Test Method for Laboratory Compaction - Characteristics of Soil Using Modified Effort ([66,000 ft-lb/ft³ (2,700 kN·m/m³)]).</th>
</tr>
</thead>
<tbody>
<tr>
<td>J 107.5</td>
<td>J 107.5</td>
</tr>
</tbody>
</table>

These regulations establish minimum standards and are not intended to prevent the use of alternate materials, methods, or means of conforming to such standards, provided such alternate has been approved by the Building Official.

The Building Official shall approve such an alternate provided they determine that the alternate is, for the purpose intended, at least the equivalent of that prescribed in this Code in quality, strength, effectiveness, durability, and safety.

The Building Official shall require that sufficient evidence or proof be submitted to substantiate any claims regarding the alternate.

The standards listed below are recognized standards. Compliance with these recognized standards shall be prima facie evidence of compliance with the standards set forth in Sections J104 and J107.
<table>
<thead>
<tr>
<th>ASTM D 2937 — Latest Revision</th>
<th>Density of Soils in Place by the Drive Cylinder Method</th>
<th>J104.2.3 and J107.9</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASTM D 2922 — Latest Revision</td>
<td>Density of Soil and Soil Aggregate In Place by Nuclear Methods</td>
<td>J104.2.3 and J107.9</td>
</tr>
<tr>
<td>ASTM D 3017 — Latest Revision</td>
<td>Water Content of Soil and Rock in Place by Nuclear Methods</td>
<td>J104.2.3 and J107.9</td>
</tr>
</tbody>
</table>

**SECTION 92.** Section O101.1 is hereby amended to read as follows:

**O101.1 Scope.**

This appendix shall be applicable to emergency housing and emergency housing facilities, as defined in Section O102, when and to the extent that the County of Los Angeles Board of Supervisors ("Board") finds, by motion, resolution, or otherwise, that this appendix applies to a specific state of emergency, local emergency, or declaration of shelter crisis. Notwithstanding a Board finding that this appendix applies to a state of emergency, local emergency, or declaration of shelter crisis, the enforcing agency may opt out from the applicability of this appendix, in whole or in part, for emergency housing and/or emergency housing facilities that are located on property owned, operated, leased, or maintained by the County of Los Angeles, and the enforcing agency may specify alternative minimum site-specific standards relating thereto, consistent with ensuring minimal public health and safety.

**SECTION 93.** Section O102.1 is hereby amended to read as follows:

**O102.1 General.**

... 

**ENFORCING AGENCY.** The Building Official as defined in Section 104.3 of this Code.
Section 94. Section 0103.1 is hereby amended to read as follows:

0103.1 General. Emergency sleeping cabins, emergency transportable housing units, membrane structures and tents constructed and/or assembled in accordance with this appendix, shall be occupied only during the duration of the declaration of state of emergency, local emergency, or shelter crisis.

Section 95. Section 0103.4 is hereby amended to read as follows:

0103.4 Fire and life safety requirements not addressed in this appendix. If not otherwise addressed in this appendix, fire and life safety measures, including, but not limited to, means of egress, fire separation, fire sprinklers, smoke alarms, and carbon monoxide alarms, shall be determined and enforced by the enforcing agency in consultation with the Departments of Public Health, Fire and other pertinent County departments, as applicable.

Section 96. Section 0106.1 is hereby amended to read as follows:

0106.1 General. Tents and membrane structures shall be provided with means of ventilation (natural and/or mechanical) allowing for adequate air replacement, as determined by the enforcing agency.
SECTION 97. Section O107.1 is hereby amended to read as follows:

O107.1 General.

Emergency housing shall comply with the applicable requirements in Chapter 11B and/or the US Access Board Final Guidelines for Emergency Transportable Housing as determined by the enforcing agency.

... 

SECTION 98. Section O110.1.1 is hereby added to read as follows:

O110.1.1 Backflow prevention.

Backflow prevention devices shall be provided in accordance with Section 602.3 of the Plumbing Code.

SECTION 99. Section O110.1.2 is hereby added to read as follows:

O110.1.2 Drinking fountains.

An adequate number of drinking fountains, bottle fillers or drinking facilities shall be provided as determined by the enforcing agency.

SECTION 100. Section O110.3 is hereby amended to read as follows:

O110.3 Toilet and bathing facilities.

... 

The maximum travel distance from any sleeping and/or living area to the toilet facility shall not exceed 300 feet (91.4 m) or as determined by the enforcing agency.

SECTION 101. The provisions of this ordinance contain various changes, modifications, and additions to the 2019 California Building Code. Some of those changes are administrative in nature in that they do not constitute changes or
modifications to requirements contained in the building standards published in the California Building Standards Code.

Pursuant to California Health and Safety Code sections 17958.5, 17958.7, and 18941.5, the Board of Supervisors hereby expressly finds that all of the changes and modifications to requirements contained in the building standards published in the California Building Standards Code contained in this ordinance that are not administrative in nature, are reasonably necessary because of local climatic, geological, or topographical conditions in the County of Los Angeles as more particularly described in the table set forth below.

### BUILDING CODE AMENDMENTS

<table>
<thead>
<tr>
<th>Code Section</th>
<th>Condition</th>
<th>Explanation of Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>701A.1</td>
<td>Climatic</td>
<td>Clarifies the application of Chapter 7A to include additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.</td>
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<tr>
<td>701A.3</td>
<td>Climatic</td>
<td>Clarifies the application of Chapter 7A to include additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.</td>
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<td>701A.3.1</td>
<td>Climatic</td>
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<tr>
<td>--------------</td>
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<td>--------------------------</td>
</tr>
<tr>
<td>703A.5.2 and 703A.5.2.2</td>
<td>Climatic</td>
<td>Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones.</td>
</tr>
<tr>
<td>704A.3</td>
<td>Climatic</td>
<td>Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones.</td>
</tr>
<tr>
<td>705A.2</td>
<td>Climatic</td>
<td>Disallows the use of wood-shingle/wood-shake roofs and requires the use of Class A roof covering due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones.</td>
</tr>
<tr>
<td>1030.4</td>
<td>Geological</td>
<td>The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of earthquake fault systems capable of producing major earthquakes, including but not limited to the 1994 Northridge Earthquake. The proposed amendment is intended to prevent occupants from being trapped in a building and to allow rescue workers to easily enter after an earthquake.</td>
</tr>
<tr>
<td>1507.3.1</td>
<td>Geological</td>
<td>Section amended to require concrete and clay tiles to be installed over solid structural sheathing boards only, due to the increased risk of significant earthquakes in the County. The changes in Section 1507.3.1 are needed because there were numerous observations of tile roofs pulling away from wood framed buildings following the 1994 Northridge Earthquake. The Structural Engineers Association of Southern California (&quot;SEAOSC&quot;) and the Los Angeles City Joint Task Force committee findings indicated significant problems with tile roof due to inadequate design and/or construction. Damage was observed where sheathing beneath the tile roofs was not nailed adequately or the nails were not attached on each side of each tile or the nail just pulled out over a period of time because the shank of the nails were smooth. Therefore, the amendment is needed to minimize such occurrences in the event of future significant earthquakes.</td>
</tr>
<tr>
<td>Table 1507.3.7</td>
<td>Geological</td>
<td>Table amended to require proper anchorage for clay or concrete tiles from sliding or rotating due to the increased risk of significant earthquakes in the County. This amendment incorporates the design provisions developed based on detailed study of the 1994 Northridge and the 1971 Sylmar earthquakes.</td>
</tr>
<tr>
<td>1613.7 and 1613.7.1</td>
<td>Geological</td>
<td>The inclusion of the importance factor in this equation has the unintended consequence of reducing the minimum seismic separation distance for important facilities such as hospital, school, police, and fire station, etc., from adjoining structures. The deletion of the importance factor from Equation 12.12-1 will ensure that a safe seismic separation distance is provided. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.</td>
</tr>
<tr>
<td>1613.7.2</td>
<td>Geological</td>
<td>Damage to one- and two-family dwellings of light frame construction resulting from the Northridge Earthquake may have been partially attributed to vertical irregularities common to this type of occupancy and construction. In an effort to improve quality of construction and incorporate lessons learned from studies after the Northridge Earthquake, the modification to ASCE 7, Section 12.2.3.1, by limiting the number of stories and height of the structure to two stories will significantly minimize the impact of vertical irregularities and concentration of inelastic behavior from mixed structural systems. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.</td>
</tr>
<tr>
<td>1613.7.3</td>
<td>Geological</td>
<td>The SEAOSC and Los Angeles City Joint Task Force investigated the performance of concrete and masonry construction with flexible wood diaphragm failures after the Northridge earthquake. It was determined that continuous ties are needed at specified spacing to control cross grain tension in the interior of the diaphragm. Additionally, subdiaphragm shears need to be limited to control combined orthogonal stresses within the diaphragm. Recognizing the importance and need to continue the recommendation made by the task force, but also taking into consideration the improved</td>
</tr>
</tbody>
</table>
performance and standards for diaphragm construction today, a proposal to increase the continuous tie spacing limit to 40 ft in lieu of 25 ft and to use 75 percent of the allowable code diaphragm shear to determine the depth of the sub-diaphragm in lieu of the 300 plf is deemed appropriate and acceptable. The Los Angeles region is within a very active geological location. Due to the frequency of this type of failure during previous significant earthquakes, various jurisdictions within this region have taken these additional steps to prevent roof or floor diaphragms from pulling away from concrete or masonry walls. This amendment is a continuation of an amendment adopted during a previous code adoption cycles.

<table>
<thead>
<tr>
<th>Section</th>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1613.7.4</td>
<td>Geological</td>
<td>This change is to implement the provisions in ASCE 7-16. This provision allows for a limited value to be used in the seismic design of a building when certain criteria are met. The current provision does not clearly state the criteria and has created misapplications of this section. It is necessary to adopt this provision now to avoid further misinterpretation of the intent of the 5 story limit, and how the height of the building is measured. The Los Angeles region is within a very active geological location. When applying the story height limit, mezzanines need to be considered as floor levels due to the added mass, overturning forces, and the variation in shear wall stiffnesses that are created. ASCE 7-16 provisions need to be incorporated into the Code to ensure that new buildings and additions to existing buildings are designed and constructed in accordance with the purpose and intent of the Building Code.</td>
</tr>
<tr>
<td>1613.8</td>
<td>Geological Topographical</td>
<td>Section is added to improve seismic safety of buildings constructed on or into hillsides. Due to the local topographical and geological conditions of the sites within the Los Angeles region and their probabilities for earthquakes, this technical amendment is required to address and clarify special needs for buildings constructed on hillside locations. A SEAOSC and Los Angeles City Joint Task Force investigated the performance of hillside building failures after the Northridge earthquake. Numerous hillside failures resulted in loss of life and millions of dollars in damage. These criteria were developed to minimize the damage</td>
</tr>
</tbody>
</table>
to these structures and have been in use by both the City and County of Los Angeles for several years with much success. This amendment is a continuation of an amendment adopted during previous code adoption cycles.

| 1704.6 | Geological | The language in Sections 1704.6 of the California Building Code permits the owner to employ any registered design professional to perform structural observations with minimum guidelines. However, it is important that the registered design professional responsible for the structural design has thorough knowledge of the building he/she designed. By requiring the registered design professional responsible for the structural design, or their designee, who was involved with the design to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will greatly be increased. Additional requirements are provided to help clarify the role and duties of the structural observer and the method of reporting and correcting observed deficiencies to the Building Official. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County. |

<p>| 1704.6.1 | Geological | With the higher seismic demand placed on buildings and structures in this region, the language in sections 1704.6.1, Item 3, of the California Building Code would permit many low-rise buildings and structures with complex structural elements to be constructed without the benefit of a structural observation. By requiring a registered design professional to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will be greatly increased. An exception is provided to permit simple structures and buildings to be excluded. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County. |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Rule</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1705.3</td>
<td>Geological</td>
<td>Results from studies after the 1994 Northridge Earthquake indicated that a significant portion of the damage was attributable to lack of quality control during construction resulting in poor performance of the building or structure. Therefore, the amendment restricts the exceptions to the requirement for special inspection. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.</td>
</tr>
<tr>
<td>1705.12</td>
<td>Geological</td>
<td>In Southern California, very few detached one- or two-family dwellings not exceeding two stories above grade plane are built as &quot;box-type&quot; structures specially for those in hillside areas and near the oceanfront. Many with steel moment frames or braced frames, and/or cantilevered columns, can still be shown as &quot;regular&quot; structures by calculations. With the higher seismic demand placed on buildings and structures in this region, the language in section 1705.12, Item 3, of the California Building Code would permit many detached one- or two-family dwellings not exceeding two stories above grade plane with complex structural elements to be constructed without the benefit of special inspections. By requiring special inspections, the quality of major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will be greatly increased. The exception should only be allowed for detached one- or two-family dwellings not exceeding two stories above grade plane assigned to Seismic Design Categories A, B, and C.</td>
</tr>
<tr>
<td>1807.1.4</td>
<td>Climatic Geographical</td>
<td>No substantiating data has been provided to show that a wood foundation is effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effect of constant moisture in the soil and wood-destroying organisms. Wood retaining walls, when they are not properly treated and protected against deterioration, have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet</td>
</tr>
</tbody>
</table>
applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using wood foundations that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.

| 1807.1.6 | Geological | With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result by following prescriptive design provisions that do not take into consideration the surrounding environment. Plain concrete performs poorly in withstanding the cyclic forces resulting from seismic events. In addition, no substantiating data has been provided to show that under-reinforced foundation walls are effective in resisting seismic loads, and may potentially lead to a higher risk of failure. It is important that the benefit and expertise of a registered design professional be obtained to properly analyze the structure and take these issues into consideration. This amendment is a continuation of an amendment adopted during previous code adoption cycles. |

| 1809.3 and Figure 1809.3 | Geological | With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result for under-reinforced footings located on sloped surfaces. Requiring minimum reinforcement for stepped footings is intended to address the problem of poor performance of plain or under-reinforced footings during a seismic event. This amendment is a continuation of an amendment adopted during previous code adoption cycles. |

| 1809.7 and Table 1809.7 | Geological | No substantiating data has been provided to show that under-reinforced footings are effective in resisting seismic loads, and therefore they may potentially lead to a higher risk of failure. This amendment requires minimum reinforcement in continuous footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. |
the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result by following prescriptive design provisions for footings that do not take into consideration the surrounding environment. It is important that the benefit and expertise of a registered design professional be obtained to properly analyze the structure and take these factors into consideration. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the performance deficiencies observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles.

<table>
<thead>
<tr>
<th>1809.12</th>
<th>Climatic Geological</th>
</tr>
</thead>
<tbody>
<tr>
<td>No substantiating data has been provided to show that timber footings are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Timber footings, when they are not properly treated and protected against deterioration, have performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems, which may result by using timber footings that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.</td>
<td></td>
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</tbody>
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<table>
<thead>
<tr>
<th>1810.3.2.4</th>
<th>Climatic Geological</th>
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</table>
| No substantiating data has been provided to show that timber footings are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Timber footings, when they are
not properly treated and protected against deterioration, have performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using timber footings that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.

<table>
<thead>
<tr>
<th>Code</th>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1905.1.7</td>
<td>Geological</td>
<td>This amendment requires minimum reinforcement in continuous footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.</td>
</tr>
<tr>
<td>1905.1.8 through 1905.1.11</td>
<td>Geological</td>
<td>These amendments are intended to carry over critical provisions for the design of concrete columns in moment frames from the Uniform Building Code (UBC). Increased confinement is critical to the integrity of such columns and these modifications ensure that it is provided when certain thresholds are exceeded. In addition, this amendment carries over from the UBC a critical provision for the design of concrete shear walls. It essentially limits the use of very highly gravity-loaded walls from being included in the seismic load resisting system, since their failure could have a catastrophic effect on the building. Furthermore, this amendment was incorporated into this Code based on observations from the 1994 Northridge Earthquake. Rebar placed in very thin concrete topping slabs has been observed in some instances to have popped out of the slab due to</td>
</tr>
</tbody>
</table>
| 2304.10.1 and Table 2304.10.1 | Geological | Due to the high geologic activities in the Southern California area and the expected higher level of performance on buildings and structures, this proposed local amendment limits the use of staple fasteners in resisting or transferring seismic forces. In September 2007, limited cyclic testing data was provided to the ICC, Los Angeles Chapter Structural Code Committee, showing that stapled wood structural shear panels do not exhibit the same behavior as nailed wood structural shear panels. The test results of stapled wood structural shear panels demonstrated much lower strength and drift than nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This amendment is a continuation of a similar amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.

| 2304.12.5 | Climatic Geological | No substantiating data has been provided to show that wood used in retaining or crib walls is effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effect of constant moisture in the soil and wood-destroying organisms. Wood used in retaining or crib walls, when it is not properly treated and protected against deterioration, has performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using wood in retaining or crib walls, which experience relatively rapid decay due to the fact that the region does not
experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.

| 2305.4 | Geological | The overdriving of nails into the structural wood panels still remains a concern when pneumatic nail guns are used for wood structural panel shear wall nailing. Box nails were observed to cause massive and multiple failures of the typical 3/8-inch thick plywood during the 1994 Northridge Earthquake. The use of clipped head nails continues to be restricted from use in wood structural panel shear walls where the minimum nail head size must be maintained in order to minimize nails from pulling through sheathing materials. Clipped or mechanically driven nails used in wood structural panel shear wall construction were found to perform much worse in previous wood structural panel shear wall testing done at the University of California Irvine. The existing test results indicated that, under cyclic loading, the wood structural panel shear walls were less energy absorbent and less ductile. The panels reached ultimate load capacity and failed at substantially less lateral deflection than those using same-size hand-driven nails. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.

| 2305.5 | Geological | Many of the hold-down connectors currently in use do not have any acceptance report based on dynamic testing protocols. This amendment continues to limit the allowable capacity to 75% of the acceptance report value to provide an additional factor of safety for statically tested anchorage devices. Cyclic forces imparted on buildings and structures by seismic activity cause more damage than equivalent forces that are applied in a static manner. Steel plate washers will reduce the additional damage that can result when hold-down connectors are fastened to wood framing. |
members. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.

| 2306.2 | Geological
| 2306.3 |
| 2307.2 |
| 2308.6.5.1 |
| 2308.6.5.2 |
| Figure |

The SEAOSC and the Los Angeles City Joint Task Force that investigated damage to buildings and structures during the 1994 Northridge Earthquake recommended reducing allowable shear values in wood structural panel shear walls or diaphragms that were not substantiated by cyclic testing. That recommendation was consistent with a report to the Governor from the Seismic Safety Commission of the State of California recommending that code requirements be "more thoroughly substantiated with testing." The allowable shear values for wood structural panel shear walls or diaphragms fastened with staples are based on monotonic testing and do not take into consideration that earthquake forces load shear wall or diaphragm in a repeating and fully reversible manner. In September 2007, limited cyclic testing was conducted by a private engineering firm to determine if wood structural panels fastened with staples would exhibit the same behavior as wood structural panels fastened with common nails. The test result revealed that wood structural panels fastened with staples demonstrated much lower strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Categories D, E and F unless it can be substantiated by cyclic testing. Furthermore, the cities and unincorporated areas within the Los Angeles region have taken extra measures to maintain the structural integrity of the framing of shear walls and diaphragms designed for high levels of seismic forces by requiring wood sheathing be applied directly over the framing members and prohibiting the use of panels placed over gypsum sheathing. This amendment is intended to prevent the undesirable performance of nails when
gypsum board softens due to cyclic earthquake displacements and the nail ultimately does not have any engagement in a solid material within the thickness of the gypsum board. This amendment continues the previous amendment adopted during the 2007 code adoption cycle.

<table>
<thead>
<tr>
<th>Section</th>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2308.6.8.1</td>
<td>Geological</td>
<td>With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. The purpose of this amendment is to limit the use of the exception to structures assigned to Seismic Design Category A, B or C where lower seismic demands are expected. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.</td>
</tr>
<tr>
<td>Table 2308.6.1</td>
<td>Geological</td>
<td>This amendment specifies minimum sheathing thickness and nail size and spacing so as to provide a uniform standard of construction for designers and buildings to follow. This is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands placed on buildings or structure in this region. This proposed amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the performance deficiencies observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.</td>
</tr>
<tr>
<td>2308.6.9</td>
<td>Geological</td>
<td>Due to the high geologic activities in the Southern California area and the required higher level of performance of buildings and structures, this amendment limits the use of staple fasteners in resisting or transferring seismic forces. In September 2007, limited cyclic testing data was provided to the ICC,</td>
</tr>
</tbody>
</table>
Los Angeles Chapter Structural Code Committee, showing that stapled wood structural shear panels do not exhibit the same behavior as nailed wood structural shear panels. The test results of stapled wood structural shear panels demonstrated much lower strength and drift than nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This amendment is a continuation of a similar amendment adopted during previous code adoption cycles.

<p>| J101.1 | Geological Topographical Climate | This Section is revised to include erosion and sediment control measures to address the complex and diverse set of soil types and geologic conditions that exist in the Los Angeles County region. |
| J101.10 | Geological Topographical Climate | This Section is revised to maintain safety and integrity of public or private property adjacent to grading sites due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region. |
| J103.1 – J103.2 and Figure J103.2 | Geological Topographical Climate | Sections revised to provide adequate control of grading operations typical to the Los Angeles County region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region. |
| J104.2.1 – J104.4 | Geological Topographical Climate | Sections revised or added to provide adequate control of grading operations typical to the Los Angeles County region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region. |
| J105.1 – J105.14 | Geological Topographical Climate | Sections revised or added to provide adequate control of grading operations typical to the Los Angeles County region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region. |
| J106.1 | Geological Topographical Climate | Section revised to require more stringent cut slope ratios to address the complex and diverse set of soil types and geologic conditions that exist in the Los Angeles County region. |</p>
<table>
<thead>
<tr>
<th>J107.1- J107.7</th>
<th>Geological Topographical Climate</th>
<th>Sections revised to provide more stringent fill requirements for slope stability, and settlement due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.</th>
</tr>
</thead>
<tbody>
<tr>
<td>J107.8 – J107.9</td>
<td>Geological Topographical Climate</td>
<td>Sections revised to provide more stringent inspection and testing requirements for fill slope stability due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.</td>
</tr>
<tr>
<td>J108.1 – J108.4</td>
<td>Geological Topographical Climate</td>
<td>Sections revised to provide more stringent slope setback requirements to address the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.</td>
</tr>
<tr>
<td>J109.1 – J109.3</td>
<td>Geological Topographical Climate</td>
<td>Sections revised to provide more stringent drainage and terracing requirements to address the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.</td>
</tr>
<tr>
<td>J109.5</td>
<td>Geological Topographical Climate</td>
<td>Subsection added to provide for adequate outlet of drainage flows due to the diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.</td>
</tr>
<tr>
<td>J110.1 - J110.8.5</td>
<td>Geological Topographical Climate</td>
<td>Sections revised or added to provide for State requirements of storm water pollution prevention and more stringent slope planting, and slope stability requirements to control erosion due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.</td>
</tr>
<tr>
<td>J111</td>
<td>Geological Topographical Climate</td>
<td>Section revised to reference additional standards for soils testing due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the Los Angeles County region.</td>
</tr>
</tbody>
</table>

**SECTION 93.** This ordinance shall become operative on January 1, 2020.

[TITLE26BUILDINCODE2019CSCC]
ANALYSIS

This ordinance repeals those provisions of Title 27 – Electrical Code of the Los Angeles County Code – that incorporate by reference portions of the 2016 California Electrical Code, and replaces them with provisions incorporating by reference portions of the 2019 California Electrical Code, published by the California Building Standards Commission. Unless deleted or modified herein, the previously enacted provisions of Title 27 continue in effect.

State law requires that the County's Electrical Code impose the same requirements as are contained in the building standards published in the most recent edition of the California Electrical Code except for changes or modifications deemed reasonably necessary by the County because of local climatic, geological, or topographical conditions. The changes and modifications to requirements contained in the building standards published in the 2019 California Electrical Code that are contained in this ordinance are based upon express findings, contained in the ordinance, that such changes are reasonably necessary due to local climatic, geological, or topographical conditions. This ordinance also makes certain modifications to the administrative provisions of Title 27.

MARY C. WICKHAM
County Counsel

By

CAROLE B. SUZUKI
Senior Deputy County Counsel
Public Works Division

CBS:Im

Requested: 07/01/19
Revised: 08/27/19
ORDINANCE NO. __________________

An ordinance amending Title 27 — Electrical Code of the Los Angeles County Code — by adopting and incorporating by reference portions of the 2019 California Electrical Code with certain changes and modifications, and making other revisions thereto.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Sections 89.102 through 89.114 of Article 89, Article 90, Chapters 1 through 9, and Annexes A, B, C, D, E, F, G, H, I, and J, which incorporate by reference and modify portions of the 2016 California Electrical Code, are hereby repealed.

SECTION 2. Section 80-1.5 is hereby amended to read as follows:

Sec. 80-1.5. California Electrical Code (CEC) Adoption by Reference.

Except as hereinafter changed or modified, Sections 89.102 through 89.114 of Article 89, Article 90, Chapters 1 through 9, and Annexes A, B, C, D, E, F, G, H, I, and J of that certain Electrical Code known and designated as the 2016 California Electrical Code as published by the California Building Standards Commission are adopted and incorporated by reference into this Title 27 of the Los Angeles County Code, as if fully set forth below, as Sections 89.102 through 89.114 of Article 89, Article 90, Chapters 1 through 9, and Annexes A, B, C, D, E, F, G, H, and I, and J of Title 27 of the Los Angeles County Code.

A copy of the 2016 California Electrical Code, hereinafter referred to as the CEC, shall be at all times maintained by the Chief Electrical Inspector for use and examination by the public.
SECTION 3. Section 80-10 is hereby amended to read as follows:

Sec. 80-10. Annual Review of Fees.

The fees in this Code shall be reviewed annually by the Director of Public Works. Beginning on July 1, 1992, and thereafter on each succeeding July 1, the amount of each fee in this Code shall be adjusted as follows: Calculate the percentage movement between March of the previous year and March of the current year in the Consumer Price Index (CPI) for all urban consumers in the Los Angeles, Anaheim and Riverside Los Angeles-Long Beach-Anaheim, CA areas, as published by the United States Government Bureau of Labor Statistics, adjust each fee by said percentage amount and round off to the nearest ten (10) cents, provided; however, no adjustment shall decrease any fee and no fee shall exceed the reasonable cost of providing services. When it is determined that the amount reasonably necessary to recover the cost of providing services is in excess of this adjustment, the Building Official may present fee proposals to the Board of Supervisors for approval.

SECTION 4. Section 82-2 is hereby amended to read as follows:

Sec. 82-2. Time Limit.

Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within 480-days 12 months from the date of such permit is issued, or the work authorized by such permit is suspended or abandoned for a period of 180 days, or the permittee fails to obtain inspection as required by the provisions of Section 82-14 of this Code for a period of 180 days.
EXCEPTION: Permits issued to abate violation(s) in conjunction with a code enforcement action shall expire and become null and void at a date not to exceed (12) months from the date of issuance or other date determined by the Building Official.

The Chief-Electrical-Inspector may extend grant one or more extensions of the time for action by the permittee for a period not exceeding 180 days from the date of expiration upon written request by the permittee and payment of a fee in an amount determined by the Chief-Electrical-Inspector, not to exceed 25 percent of the permit fee. No permit shall be extended more than twice.

Once a permit, including any extension(s) thereof, has expired, the permittee shall file a new application as specified in Section 82-1.

SECTION 5. Section 82-8 is hereby amended to read as follows:

Sec. 82-8. Fees.

18. For inspection of electrical equipment for which no fee is herein set forth and for emergency inspections for the time consumed:

For the first 1/2 hour, or fraction thereof.............................................. $63.40

Or, for each hour, or fraction thereof..............................................$126.40

...  

SECTION 6. Section 220.41 is hereby added to read as follows:

Sec. 220.41. Energy Storage Readiness.

For all new one and two family dwelling units, the service panels and/or sub panels shall have the capacity of an additional load not less than 5 Kva for every 2,000
square feet of living space, designated to accommodate future energy storage system(s). This load shall be considered continuous and demand factors shall not apply. Additionally, the service panels and/or sub panels shall have space(s) reserved/dedicated to permit installation of the branch circuit overcurrent protective device(s) for the energy storage system.

SECTION 7. The provisions of this ordinance contain various changes, modifications, and additions to the 2019 California Electrical Code. Some of these changes are administrative in nature in that they do not constitute changes or modifications to requirements contained in the building standards published in the California Electrical Code.

Pursuant to California Health and Safety Code sections 17958.5, 17958.7, and 18941.5, the Board of Supervisors hereby expressly finds that all of the changes and modifications to requirements contained in the building standards published in the California Building Standards Code contained in this ordinance that are not administrative in nature are reasonably necessary because of local climatic, geological, or topographical conditions in the County of Los Angeles, as more particularly described in the table set forth below.
### ELECTRICAL CODE AMENDMENTS

<table>
<thead>
<tr>
<th>CODE SECTION</th>
<th>CONDITION</th>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>220.41</td>
<td>Climatic</td>
<td>The County of Los Angeles is a densely populated area with varying and occasionally immoderate temperatures and weather conditions. This creates the need for highly efficient buildings to reduce demand on the electrical grid and, in turn, reduce the use of fossil fuels and improve air quality. The proposed amendment will provide a cost-effective means for homeowners to increase energy savings and reduce the demand on the electrical grid by requiring the installation of an energy storage system for current or future use with minimal need for additional construction and modification of the existing electrical system.</td>
</tr>
</tbody>
</table>

**SECTION 8.** This ordinance shall become operative on January 1, 2020.

[TITLE27BUILDINGCODE2019CSCC]
ANALYSIS

This ordinance repeals those provisions of Title 28 – Plumbing Code – of the Los Angeles County Code, that had incorporated by reference portions of the 2016 Edition of the California Plumbing Code and replaces them with provisions incorporating by reference portions of the 2019 California Plumbing Code, published by the California Building Standards Commission, with certain changes and modifications. Unless deleted or modified herein, the previously enacted provisions of Title 28 continue in effect.

State law requires that the County's Plumbing Code impose the same requirements as are contained in the building standards published in the most recent edition of the California Plumbing Code except for changes or modifications deemed reasonably necessary by the County because of local climatic, geologic, or topographic conditions.

The changes and modifications to requirements contained in the building standards published in the 2019 California Plumbing Code that are contained in this ordinance are based upon express findings contained in the ordinance that such changes are reasonably necessary due to local climatic, geologic, or topographic conditions.

This ordinance also makes certain modifications to the administrative provisions of Title 28.

MARY C. WICKHAM
County Counsel

BY
CAROLE B. SUZUKI
Senior Deputy County Counsel
Public Works Division

CBS:Im

Requested: 07/15/19
Revised: 10/31/19
ORDINANCE NO._______


The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Sections 119.1.2.0 through 119.1.14.0 of Chapter 1, Chapters 2 through 17, and Appendices A, B, D, H, I, and J, which incorporate by reference and modify portions of the 2016 California Plumbing Code are hereby repealed.

SECTION 2. Chapter 1 is hereby amended to read as follows:

CHAPTER 1
ADMINISTRATION
100 ADOPTION BY REFERENCE.

Except as hereinafter changed or modified, Sections 1.2.0 through 1.14.0 of Chapter 1, Division I, of that certain Plumbing Code known and designated as the 2016 California Plumbing Code as published by the California Building Standards Commission, are adopted and incorporated, by reference, into this Title 28 of the Los Angeles County Code as if fully set forth below, and shall be known as Sections 119.1.2.0 through 119.1.14.0, respectively, of Chapter 1 of Title 28 of the Los Angeles County Code.
Except as hereinafter changed or modified, Chapters 2 through 17 and Appendices A, B, D, H, I, and J of that certain Plumbing Code known and designated as the 2019 California Plumbing Code as published by the California Building Standards Commission, are adopted by reference and incorporated by reference into this Title 28 of the Los Angeles County Code as if fully set forth below, and shall be known as Chapters 2 through 17, and Appendices A, B, D, H, I, and J of Title 28 of the Los Angeles County Code.

A copy of the 2019 California Plumbing Code shall be at all times maintained by the Chief Plumbing Inspector for use and examination by the public.

101.3.1 Repairs and Alterations.

101.3.1.2 Existing building sewers and building drains may be used in connection with new buildings or new plumbing and drainage work only when they are found upon examination and test performed by the owner or owner's designated agent to conform in all respects to the requirements governing new work, and the proper. Based on the test result, the Authority Having Jurisdiction shall notify the owner to make any changes necessary to conform to this Code. No building or part thereof shall be erected or placed over any part of a drainage system which is constructed of materials other than those approved elsewhere in this Code for use under or within a building.
Existing building sewers and building drains may be used in connection with plumbing alterations or repairs if such sewers or drains have been properly maintained and found upon examination and test performed by the owner or owner's designated agent that they are in working condition and free from any defect. Applicant shall provide necessary documents showing the existing building sewers and building drains were installed in accordance with the applicable laws in effect at the time of installation. Any plumbing system existing on January 1, 1975, shall be deemed to have conformed to applicable law in effect at the time of installation and to have been maintained in good condition if currently in good and safe condition and working properly.

103.2 Time Limit. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within 12 months from the date of such permit is issued, or the work authorized by such permit is suspended or abandoned for a period of 180 days, or the permittee fails to obtain inspection as required by the provisions of Section 104.0 of this Code for a period of 180 days.

Exception: Permits issued to abate violation(s) in conjunction with a code enforcement action shall expire and become null and void at a date not to exceed 12 months from the issuance date or at a date determined by the Building Official.

The Building Official may grant one or more extensions of the time for action by the permittee for a period not exceeding 180 days from the date of expiration upon written request by the permittee and payment of a fee in an amount determined by
the Building Official, not to exceed 25 percent of the permit fee. No permit shall be extended more than twice. Once a permit, including any extension(s) thereof, has expired, the permittee shall file a new application as specified in Section 103.9.

... 103.19 Annual Review of Fees. The fees contained in this Code shall be reviewed annually by the Department of Public Works. Beginning on July 1, 1992, and thereafter on each succeeding July 1, the amount of each fee in this Code shall be adjusted as follows: Calculate the percentage movement between March of the previous year and March of the current year in the Consumer Price Index (CPI) for all urban consumers in the Los Angeles, Anaheim and Riverside, CA areas, as published by the United States Government Bureau of Labor Statistics; then, adjust each fee by said percentage amount and round off to the nearest ten (10) cents, provided, however, that no adjustment shall decrease any fee and no fee shall exceed the reasonable cost of providing services. When it is determined that the amount reasonably necessary to recover the cost of providing services is in excess of this adjustment, the Chief Plumbing Inspector may present fee proposals to the Board of Supervisors for approval.

SECTION 3. Section 204.0 is hereby amended to read as follows:

204.0 – B –

... Building Code. The most recent edition of Title 26 of the Los Angeles County Code.
SECTION 4. Section 206.0 is hereby amended to read as follows:

206.0  – D –

Demand Hot Water Recirculation System. A hot water recirculation system requiring manual activation and equipped with a thermostat that will automatically shut off the recirculation pump when the water temperature reaches a preset level at the point of use.

SECTION 5. Section 207.0 is hereby amended to read as follows:

207.0  – E –

Electrical Code. The most recent edition of Title 27 of the Los Angeles County Code.

SECTION 6. Section 210.0 is hereby amended to read as follows:

210.0  – H –

Hot Water Recirculation System. A hot water distribution system that reduces the time needed to deliver hot water to fixtures that are distant from the water heater, boiler, or other water heating equipment. The recirculation system is comprised of hot
water supply and return piping with shutoff valves, balancing valves, and circulating pumps, and a method of controlling the circulating system.

...  

SECTION 7. Section 215.0 is hereby amended to read as follows:

215.0 – M –

...

**Mechanical Code.** The most recent edition of Title 29 of the Los Angeles County Code.

...

SECTION 8. Section 301.2.2 is hereby amended to read as follows:

301.2.2 Standards. Standards listed or referred to in this chapter or other chapters cover materials that will conform to the requirements of this code, where used in accordance with the limitations imposed in this or other chapters thereof and their listing. Where a standard covers materials of various grades, weights, quality, or configurations, the portion of the listed standard that is applicable shall be used. Design and materials for special conditions or materials not provided for herein shall be permitted to be used only by special permission of the Authority Having Jurisdiction after the Authority Having Jurisdiction has been satisfied as to their adequacy. A list of accepted plumbing material standards is referenced in Table 1701.1. Solar thermal energy systems and material standards are referenced in Tables S 17.1 and S 17.2 of Appendix S. IAPMO Installation Standards are referenced in Appendix I for the convenience of
the users of this eCode. It is not considered as a part of this eCode unless formally adopted as such by the Authority Having Jurisdiction.

SECTION 9. Section 301.3 is hereby amended to read as follows:

301.3 Alternate Materials and Methods of Construction

Equivalency and Modifications.

301.3.1 Alternate Materials and Methods of Construction.
Nothing in this eCode is intended to prevent the use of systems, methods, or devices of equivalent or superior quality, strength, fire resistance, effectiveness, durability, and safety over those prescribed by this eCode. Technical documentation shall be submitted to the Authority Having Jurisdiction to demonstrate equivalency prior to installation. The Authority Having Jurisdiction shall have the authority to approve or disapprove the system, method, or device for the intended purpose on a case by case basis. [HCD 1] (See Section 1.8.7).

... 301.3.1.1 Testing.

... 301.3.1.1.1 Tests.

... 301.3.1.2.1.2 Request by Authority Having Jurisdiction.

... 301.3.2 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this Code, the Authority Having Jurisdiction...
shall have the authority to grant modifications on a case by case basis, upon application of the owner or the owner’s authorized agent, provided the Authority Having Jurisdiction shall first find that a special individual reason makes the strict letter of this Code impractical, that the modification is in conformity with the spirit and purpose of this Code, and that such modification does not lessen any health, fire-protection, or other life-safety related requirements. The details of any action granting modifications shall be recorded and entered in the files of the Authority Having Jurisdiction. Application for approval of a modification shall be in accordance with Section 103.12.2.

SECTION 10. Section 304.1 is hereby amended to read as follows:

304.1 General. Plumbing fixtures, drains, appurtenances, and appliances, used to receive or discharge liquid wastes or sewage, shall be connected properly to the drainage system of the building or premises, in accordance with the requirements of this Code.

Exception: [HCD 1] Limited-density owner-built rural dwellings. Where conventional plumbing, in all or in part, is installed within the structure, it shall be installed in accordance with the provisions of this Code. Alternative materials and methods shall be permitted provided that the design complies with the intent of the Code, and that such alternatives shall perform to protect health and safety for the intended purpose.

Dual waste piping shall be installed to permit the discharge from clothes washers, bathtubs, showers, and bathroom/restroom wash basins to be used for a graywater irrigation system. Partial connection of plumbing fixtures to the graywater
system, based on accepted engineering practices and required volume of water for irrigation, shall be accepted. Graywater systems shall be designed and installed in accordance with Chapter 15 and other parts of this Code.

Exceptions:

1) Buildings with a graywater system, rain catchment system, or recycled water system.

2) Sites with landscape areas not exceeding 500 square feet.

3) Projects where graywater systems are not permitted due to geological conditions.

4) Additions and alterations that use the existing building drain.

SECTION 11. Section 601.2 is hereby amended to read as follows:

601.2.1.1 An individual water meter or submeter shall be provided for each dwelling unit in newly-constructed condominium structures and in newly-constructed mixed-use structures.

601.2.2 Hot Water Recirculation Systems. A hot water recirculation system shall be installed, as defined in Chapter 2, and shall not allow more than 0.6 gallons of water to be delivered to any fixture before hot water arrives. Hot water recirculation systems may include, but are not limited to, the following:

1) Timer-initiated systems.

2) Temperature sensor-initiated systems.

3) Occupancy sensor-initiated systems.
(4) Smart hot water recirculation systems.

(5) Demand hot water recirculation systems.

(6) Other systems acceptable to the Authority Having Jurisdiction.

SECTION 12. Section 609.7 is hereby amended to read as follows:

609.7 Abutting Lot. Nothing contained in this Code shall be construed to prohibit the use of all or part of an abutting or adjacent lot or lots to:

... 

SECTION 13. Section 721.3 is hereby added to read as follows:

721.3 Public Sewer. If the public sewer does not extend to a point from which each building on a lot or parcel of land large enough to permit future subdivision can be independently served, the property owner shall construct a public sewer as required by Title 20 – Utilities – of the Los Angeles County Code, Division 2 – Sanitary Sewer and Industrial Waste Ordinance, to provide adequate sewerage for each such possible parcel.

EXCEPTION: When the Authority Having Jurisdiction finds that the character of a lot is such that no further subdivision can be reasonably anticipated, or the use is such as to preclude subdivision, or where the owner has executed a covenant stating that the lot or parcel of land, together with all improvements thereon, will be maintained as a unit and that before any subdivision is made or any portion of said lot is transferred to another owner, separate sewerage facilities as hereinbefore required in this Section will be installed, the drainage system of all buildings may be connected to a common building sewer or private sewage disposal system. The covenant shall be recorded by
the owner in the office of the Registrar-Recorder as part of the conditions of ownership of said property. Such agreement shall be binding on all heirs, successors, and assigns to said property.

This exception shall apply only while the whole of such lot remains in one undivided ownership. Upon the transfer of any portion of such lot other than the whole thereof to another owner, whether such transfer is made before or after the operative date of the ordinance adding this provision, the exception shall cease and a person shall not use or maintain any building or structure except in compliance with the provisions of this Code. As used in this Section, a sale, foreclosure, or contract to sell by the terms of which the purchaser is given the right of possession shall be deemed a transfer.

SECTION 14. Section 728.0 is hereby added to read as follows:

728.0 Building Sewer Connection Requirements.

728.1 Size. That portion of the building sewer extending from the public sewer to the property line shall be not less than four (4) inches (100 mm) in internal diameter.

728.2 Depth. When laid within the limits of any public thoroughfare when the public sewer is sufficiently deep, no building sewer shall be less than six (6) feet (1.8 m) below grade. Whenever practicable, the alignment and grade of each building sewer shall be straight from the public sewer to the property line.

728.3 Taps and Saddles. Whenever it becomes necessary to connect a building sewer to a public sewer at a point where no branch fitting has been
installed in the public sewer, such connection shall be made as required by Title 20 — Utilities — of the Los Angeles County Code, Division 2 — Sanitary Sewer and Industrial Waste Ordinance.

728.4 **Connection to Trunks.** Whenever required, an approved-type unvented running trap shall be installed in each building sewer, which is connected directly to a trunk sewer by any means whatsoever. Each such running trap shall be installed in the building sewer between the house drain or drains and the connection to the trunk sewer. A T-type cleanout shall be installed in the building sewer immediately below the running trap. This cleanout need not be extended to grade. Every running trap and cleanout shall be located on the lot served by the building sewer.

728.5 **Street Widening.** Where a future street or road-widening area has been established by the master plan of highways or in any other manner, all work installed in such area shall conform to the requirements established in this or other related ordinances for work on public property.

728.6 **Main Line Required.** Building sewer construction shall conform to the requirements of main line sewers as set forth in Title 20 — Utilities — of the Los Angeles County Code, Division 2 — Sanitary Sewer and Industrial Waste Ordinance, when either of the following conditions exists:

1. Where the Authority Having Jurisdiction requires such construction because of the character or quantity of the sewage or industrial waste to be discharged.

2. Where the sewer is designed to be, or proposed to be, dedicated to the County of Los Angeles at the present or any future time.
SECTION 15.  Table H 101.8 of Appendix H is hereby amended to read as follows:

**TABLE H 101.8**

LOCATION OF SEWAGE DISPOSAL SYSTEM

<table>
<thead>
<tr>
<th>MINIMUM HORIZONTAL DISTANCE</th>
<th>BUILDING SEWER</th>
<th>SEPTIC TANK</th>
<th>DISPOSAL FIELD</th>
<th>SEEPAGE PIT OR CESSPOOL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building or structures¹</td>
<td>2 feet</td>
<td>5 feet</td>
<td>8 feet</td>
<td>8 feet</td>
</tr>
<tr>
<td>Property line adjoining private property</td>
<td>Clear²</td>
<td>5 feet</td>
<td>5 feet</td>
<td>8 feet</td>
</tr>
<tr>
<td>Water supply wells³</td>
<td>50 feet⁹</td>
<td>50 feet</td>
<td>100 feet</td>
<td>150 feet</td>
</tr>
<tr>
<td>Streams and other bodies of water²</td>
<td>50 feet</td>
<td>50 feet</td>
<td>100 feet</td>
<td>150 feet</td>
</tr>
<tr>
<td>Trees⁵</td>
<td>10 feet</td>
<td>10 feet</td>
<td>10 feet</td>
<td></td>
</tr>
<tr>
<td>Seepage pits or cesspools³</td>
<td>5 feet</td>
<td>5 feet</td>
<td>12 feet</td>
<td></td>
</tr>
<tr>
<td>Disposal field⁶</td>
<td>5 feet</td>
<td>4 feet⁴</td>
<td>5 feet</td>
<td></td>
</tr>
<tr>
<td>On-site domestic water service line</td>
<td>1 foot⁸</td>
<td>5 feet</td>
<td>5 feet</td>
<td></td>
</tr>
<tr>
<td>Distribution box</td>
<td>5 feet</td>
<td>5 feet</td>
<td>5 feet</td>
<td></td>
</tr>
<tr>
<td>Pressure public water main</td>
<td>10 feet⁶</td>
<td>10 feet</td>
<td>10 feet</td>
<td>10 feet</td>
</tr>
</tbody>
</table>

For SI units: 1 foot = 304.8 mm

Notes:
1. Including porches and steps, whether covered or uncovered, breezeways, roofed porte cocheres, roofed patios, carports, covered walks, covered driveways, and similar structures or appurtenances.
2. See Section 312.3.
3. Drainage piping shall clear domestic water supply wells by not less than 50 feet (15 240 mm). This distance shall be permitted to be reduced to not less than 25 feet (7620 mm) where the drainage piping is constructed of materials approved for use within a building.
4. Plus 2 feet (610 mm) for each additional 1 foot (305 mm) of depth in excess of 1 foot (305 mm) below the bottom of the drain line. (See Section H 601.0)
5. See Section 720.0.
6. For parallel construction — For crossings, approval by the Health Department shall be required.
7. These minimum clear horizontal distances shall also apply between disposal fields, seepage pits, and the mean high-tide line.
8. Where disposal fields, seepage pits, or both are installed in sloping ground, the minimum horizontal distance between any part of the leaching system and ground surface shall be 15 feet (4572 mm).
9. Where special hazards are involved, the distance required shall be increased as may be directed by the Authority Having Jurisdiction.
10. The septic tank and seepage pit shall not be within the protected zone of an oak tree as defined by Section 22.14.150 of Title 22 – Planning and Zoning – of the Los Angeles County Code.

SECTION 16.  Table H 201.1(1) of Appendix H is hereby amended to read as follows:
TABLE H 201.1(1)

**CAPACITY OF SEPTIC TANKS**

<table>
<thead>
<tr>
<th>SINGLE-FAMILY DWELLINGS - NUMBER OF BEDROOMS</th>
<th>MULTIPLE DWELLING UNITS OR APARTMENTS - ONE BEDROOM EACH</th>
<th>OTHER USES: MAXIMUM FIXTURE UNITS SERVED PER TABLE 702.1</th>
<th>MINIMUM SEPTIC TANK CAPACITY (gallons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 or 2</td>
<td>15</td>
<td>750</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>20</td>
<td>1000</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>25</td>
<td>1200</td>
<td></td>
</tr>
<tr>
<td>5 or 6</td>
<td>33</td>
<td>1500</td>
<td></td>
</tr>
<tr>
<td></td>
<td>45</td>
<td>2000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>55</td>
<td>2250</td>
<td></td>
</tr>
<tr>
<td></td>
<td>63</td>
<td>2500</td>
<td></td>
</tr>
<tr>
<td></td>
<td>60</td>
<td>2500</td>
<td></td>
</tr>
<tr>
<td></td>
<td>70</td>
<td>2750</td>
<td></td>
</tr>
<tr>
<td></td>
<td>70</td>
<td>3000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>80</td>
<td>3000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>90</td>
<td>3125</td>
<td></td>
</tr>
<tr>
<td></td>
<td>100</td>
<td>3500</td>
<td></td>
</tr>
</tbody>
</table>

For SI units: 1 gallon = 3.785 L.

Notes:
1. Extra bedroom, 150 gallons (568 L) each.
2. Extra dwelling units over 10,250 gallons (948 L) each.
3. Extra fixture units over 100, 25 gallons (94.8 L) per fixture unit.
4. Septic tank sizes in this table include sludge storage capacity and the connection of domestic food waste disposers without further volume increase.
5. Applies to mobile homes not installed in a mobile home park.

SECTION 17.

Table H 201.1(2) of Appendix H is hereby amended to read as follows:

TABLE H 201.1(2)

**DESIGN CRITERIA OF FIVE-SIX TYPICAL SOILS**

<table>
<thead>
<tr>
<th>TYPE OF SOIL</th>
<th>REQUIRED SQUARE FEET OF LEACHING AREA PER 100 GALLONS</th>
<th>MAXIMUM ABSORPTION CAPACITY IN GALLONS PER SQUARE FEET OF LEACHING AREA FOR A 24 HOUR PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coarse sand or gravel</td>
<td>20</td>
<td>5.0</td>
</tr>
<tr>
<td>Fine sand</td>
<td>25</td>
<td>4.0</td>
</tr>
<tr>
<td>Sandy loam or sandy-clay</td>
<td>40</td>
<td>2.5</td>
</tr>
<tr>
<td>Sandy clay</td>
<td>60</td>
<td>1.66</td>
</tr>
<tr>
<td>Clay with considerable sand or gravel</td>
<td>90</td>
<td>1.1</td>
</tr>
<tr>
<td>Clay with small amount of sand or gravel</td>
<td>120</td>
<td>0.8</td>
</tr>
</tbody>
</table>

For SI units: 1 square foot = 0.0929 m², 1 gallon = 3.785 L, 1 gallon per square foot = 40.7 L/m²
SECTION 18. Table H 201.1(3) of Appendix H is hereby amended to read as follows:

**TABLE H 201.1(3)**

LEACHING AREA SIZE BASED ON SEPTIC TANK CAPACITY

<table>
<thead>
<tr>
<th>REQUIRED SQUARE FEET OF LEACHING AREA PER 100 GALLONS SEPTIC TANK CAPACITY (square feet per 100 gallons)</th>
<th>MAXIMUM SEPTIC TANK SIZE ALLOWABLE (gallons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>20-25</td>
<td>7500</td>
</tr>
<tr>
<td>40</td>
<td>5000</td>
</tr>
<tr>
<td>60</td>
<td>3500</td>
</tr>
<tr>
<td>90</td>
<td>36892500</td>
</tr>
<tr>
<td>120</td>
<td>30002500</td>
</tr>
</tbody>
</table>

For SI units: 1 square foot per 100 gallons = 0.000245 m²/L, 1 gallon = 3.785 L

SECTION 19. Table H 201.1(4) of Appendix H is hereby amended to read as follows:
<table>
<thead>
<tr>
<th>TYPE OF OCCUPANCY</th>
<th>GALLONS PER DAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airports (per employee)</td>
<td>15</td>
</tr>
<tr>
<td>Airports (per passenger)</td>
<td>5</td>
</tr>
<tr>
<td>Auto washers – check with equipment manufacturer</td>
<td>-</td>
</tr>
<tr>
<td>Bowling alleys – with snack bar only (per lane)</td>
<td>75</td>
</tr>
<tr>
<td>Campground – with central comfort station (per person)</td>
<td>35</td>
</tr>
<tr>
<td>Campground – with flush toilets - no showers (per person)</td>
<td>25</td>
</tr>
<tr>
<td>Camps (day) – no meals served (per person)</td>
<td>15</td>
</tr>
<tr>
<td>Camps (summer and seasonal camps) – (per person)</td>
<td>50</td>
</tr>
<tr>
<td>Churches – sanctuary (per seat)</td>
<td>5</td>
</tr>
<tr>
<td>Churches – with kitchen waste (per seat)</td>
<td>7</td>
</tr>
<tr>
<td>Dance halls – (per person)</td>
<td>5</td>
</tr>
<tr>
<td>Factories – no showers (per employee)</td>
<td>25</td>
</tr>
<tr>
<td>Factories – with showers (per employee)</td>
<td>35</td>
</tr>
<tr>
<td>Factories – with cafeteria (per employee)</td>
<td>5</td>
</tr>
<tr>
<td>Hospitals – (per bed)</td>
<td>250</td>
</tr>
<tr>
<td>Hospitals – kitchen waste only (per bed)</td>
<td>25</td>
</tr>
<tr>
<td>Hospitals – laundry waste only (per bed)</td>
<td>40</td>
</tr>
<tr>
<td>Hotels – no kitchen waste (per bed)</td>
<td>60</td>
</tr>
<tr>
<td>Institutions – resident (per person)</td>
<td>75</td>
</tr>
<tr>
<td>Nursing home – (per person)</td>
<td>125</td>
</tr>
<tr>
<td>Rest home – (per person)</td>
<td>125</td>
</tr>
<tr>
<td>Laundries – self-service with minimum 10 hours per day (per wash-cylemachine)</td>
<td>3000</td>
</tr>
<tr>
<td>Laundries – commercial check with manufacturer’s specification</td>
<td>-</td>
</tr>
<tr>
<td>Service Type</td>
<td>Cost</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Motel (per bed space)</td>
<td>50</td>
</tr>
<tr>
<td>Motel — with kitchen (per bed space)</td>
<td>60</td>
</tr>
<tr>
<td>Offices — (per employee)</td>
<td>20</td>
</tr>
<tr>
<td>Parks — mobile homes (per space)</td>
<td>200</td>
</tr>
<tr>
<td>Parks (picnic) — with toilets only (per parking space)</td>
<td>20</td>
</tr>
<tr>
<td>Parks (recreational vehicles) — without water hook-up (per space)</td>
<td>75</td>
</tr>
<tr>
<td>Parks (recreational vehicles) — with water and sewer hook-up (per space)</td>
<td>100</td>
</tr>
<tr>
<td>Restaurants — cafeteria (per employee seat)</td>
<td>5020</td>
</tr>
<tr>
<td>Restaurants — with toilet waste (per customer)</td>
<td>7</td>
</tr>
<tr>
<td>Restaurants — with kitchen waste (per meal)</td>
<td>6</td>
</tr>
<tr>
<td>Restaurants — with kitchen waste — disposable service (per meal)</td>
<td>2</td>
</tr>
<tr>
<td>Restaurants — with garbage disposal (per meal)</td>
<td>4</td>
</tr>
<tr>
<td>Restaurants — with cocktail lounge (per customer)</td>
<td>2</td>
</tr>
<tr>
<td>Schools staff and office (per person)</td>
<td>20</td>
</tr>
<tr>
<td>Schools — elementary (per student)</td>
<td>15</td>
</tr>
<tr>
<td>Schools — intermediate and high (per student)</td>
<td>20</td>
</tr>
<tr>
<td>Schools — with gym and showers (per student)</td>
<td>5</td>
</tr>
<tr>
<td>Schools — with cafeteria (per student)</td>
<td>3</td>
</tr>
<tr>
<td>Schools (boarding) — total waste (per person)</td>
<td>100</td>
</tr>
<tr>
<td>Service station — with toilets for 1st bay</td>
<td>1000</td>
</tr>
<tr>
<td>Service station — with toilets for each additional bay</td>
<td>500</td>
</tr>
<tr>
<td>Stores — (per employee)</td>
<td>20</td>
</tr>
<tr>
<td>Stores — with public restrooms (per 10 square feet of floor space)</td>
<td>1</td>
</tr>
<tr>
<td>Swimming pools — public (per person)</td>
<td>10</td>
</tr>
<tr>
<td>Theaters — auditoriums (per seat)</td>
<td>5</td>
</tr>
<tr>
<td>Theaters — with drive-in (per space)</td>
<td>10</td>
</tr>
</tbody>
</table>

For SI units: 1 square foot = 0.0929 m², 1 gallon per day = 3.785 L/day
Notes:
1. Sewage disposal systems sized using the estimated waste/sewage flow rates shall be calculated as follows:
   (a) Waste/sewage flow, up to 1500 gallons per day (5676 l/day):
   Flow x 1.5 = septic tank size
   (b) Waste/sewage flow, over 1500 gallons per day (5676 l/day):
   Flow x 0.75 = septic tank size
   (c) Secondary system shall be sized for total flow per 24 hours.
2. Because of the many variables encountered, it is not possible to set absolute values for waste/sewage flow rates for all situations. The designer should evaluate each situation and, where figures in this table need modification, they should be made with the concurrence of the Authority Having Jurisdiction.

SECTION 20. Section H 301.1 is hereby amended to read as follows:

H 301.1 General.

... 
(3) No excavation for a leach line or leach bed shall be located within 5 feet (1,524 mm) of the groundwater table nor to a depth where sewage is capable of contaminating the underground water stratum that is usable for domestic purposes.

Exception: In areas where the records or data indicate that the groundwaters are grossly degraded, the 5-foot (1524 mm) separation requirement shall be permitted to be reduced by the Authority Having Jurisdiction. When approved by the Authority Having Jurisdiction, this distance may be reduced to 5 feet (1.5 m) from ocean water.

The applicant shall supply evidence of groundwater depth to the satisfaction of the Authority Having Jurisdiction.

(4) The minimum effective absorption area in any seepage pit shall be calculated as the excavated sidewall area below the inlet exclusive of any hardpan, rock, clay, or other impervious formations. The minimum required area of porous formation shall be provided in one or more seepage pits. No excavation shall extend within 10 feet (3048 mm) of the groundwater table nor to a depth where sewage is-
Section H 401.3 is hereby amended to read as follows:

H 401.3 Absorption Rates. Where a percolation test is required, the proposed system shall have the capability to absorb a quantity of clear water in a 24-hour period equal to at least five times the liquid capacity of the proposed septic tank. No private disposal system shall be permitted to serve a building if that test shows the absorption capacity of the soil is less than 0.83 gallons per square foot (gal/ft²) (33.8 L/m²) or more than 5.12 gal/ft² (208.6 L/m²) of leaching area per 24 hours. Where the percolation test shows an absorption rate greater than 5.12 gal/ft² (208.6 L/m²) per 24 hours, a private disposal system shall be permitted where the site does not overlie groundwaters protected for drinking water supplies, a minimum thickness of 2 feet (610 mm) of the native soil below the entire proposed system is replaced by loamy sand, and the system design is based on percolation tests made in the loamy sand.

Section H 601.5 is hereby amended to read as follows:

H 601.5 Distribution Boxes. Where two or more drain lines are installed, an approved distribution box of sufficient size to receive lateral lines shall be
installed at the head of each disposal field. The inverts of outlets shall be level, and the
invert of the inlet shall be not less than 1 inch (25.4 mm) above the outlets. Distribution
boxes shall be designed to ensure equal flow and shall be installed on a level concrete
slab in natural or compacted soil. Distribution boxes shall be coated on the inside with a
bituminous coating or other approved method acceptable to the Authority Having
Jurisdiction.

SECTION 23. Section H 601.8 is hereby amended to read as follows:

H 601.8 Dosing Tanks. Where the quantity of sewage exceeds the
amount that is permitted to be disposed in 500 lineal feet (152.4 m) of leach line, a
dosing-tank shall be used. Dosing tanks shall be equipped with an automatic siphon or
pump that discharges the tank once every 3 or 4 hours. The tank shall have a capacity
equal to 60 to 75 percent of the interior capacity of the pipe to be dosed at one time.—
Where the total length of pipe exceeds 1000 lineal feet (304.8 m), the dosing tank shall
be provided with two siphons or pumps dosing alternately and each serving one-half of
the leach-field. Automatic syphon or dosing tanks shall be installed when required or as
permitted by the Authority Having Jurisdiction.

SECTION 24. Section H 701.2 is hereby amended to read as follows:

H 701.2 Multiple Installations. Multiple seepage pit installations
shall be served through an approved distribution box or be connected in series using-
watertight connection laid on undisturbed or compacted soil. The outlet from the pit
shall have. When connected in series, the effluent shall leave each pit through an
approved vented leg fitting extending not less than 12 inches (305 mm) below the inlet-
fitting downward into such existing pit and having its outlet flow line at least 6 inches below the inlet. All pipe between pits shall be laid with approved watertight joints.

SECTION 25. Section H 1001.1 is hereby amended to read as follows:

H 1001.1 Inspection. Inspection requirements shall comply with the following:

(1) Applicable provisions of Section 405-0104.0 of this eCode and this Appendix shall be required. Plans shall be required in accordance with Section 403-3102.1 of this eCode.

... (5) Disposal fields and seepage pits shall not be installed in uncompacted fill.

SECTION 26. Section H 1101.6 is hereby added to read as follows:

H 1101.6 Excavation. No excavation for an abandoned sewer or sewage facility shall be left unattended at any time, unless the permittee shall have first provided a suitable and adequate barricade to assure public safety.

SECTION 27. Appendix M 10 is hereby added to read as follows:

M 10 For one- and two-family dwellings, any new permanently installed outdoor in-ground swimming pool or spa shall be equipped with an automatic cover. For irregular-shaped pools where it is infeasible to cover 100 percent of the pool due to its irregular shape, the largest possible area of the pool (minimum 80 percent) shall be covered. For additions and alterations, non-automatic covers shall be accepted.

SECTION 28. Section S 5.2 is hereby amended to read as follows:
S 5.2 Standards. Standards listed or referred to in this Appendix or other provisions of this Code cover materials that will conform to the requirements of this Code, where used in accordance with the limitations prescribed in this Code and their listing. Where a standard covers materials of various grades, weights, quality, or configurations, the portion of the listed standard that is applicable shall be used. Design and materials for special conditions or materials not provided for herein may be permitted as authorized by Section 301.3. A list of accepted material standards is referenced in Table S 47 standards that appear in specific sections of this Appendix are referenced in Table S 17.1. A list of additional standards, publications, practices, and guides that are not referenced in specific sections of this Appendix appear in Table S 17.2. The documents indicated in Table S 17.2 shall be permitted in accordance with Section 301.3.

SECTION 29. Table S 13.2 is hereby amended to read as follows:

**TABLE S 13.2**

MATERIALS FOR SOLAR THERMAL SYSTEM, PIPING, TUBING, AND FITTINGS

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>PIPING/TUBING</th>
<th>FITTINGS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ductile Iron</td>
<td>AWWA-C115, AWWA-C151</td>
<td>AWWA-C115, AWWA-C151</td>
</tr>
<tr>
<td>Gray Iron</td>
<td>—</td>
<td>ASME A126</td>
</tr>
<tr>
<td>Malleable Iron</td>
<td>—</td>
<td>ASME B16.3</td>
</tr>
<tr>
<td>Acrylonitrile Butadiene-Styrene (ABS)</td>
<td>ASTM-D4527</td>
<td>—</td>
</tr>
<tr>
<td>Material</td>
<td>Referenced Standards</td>
<td>Additional Standards</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>---------------------------------------------------------------------------------------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td>Chlorinated Polyvinyl Chloride (CPVC)</td>
<td>ASTM D2846, ASTM F441, ASTM F442, CSA B137.6</td>
<td>ASSE 1061, ASTM D2846, ASTM F437, ASTM F438, ASTM F439, ASTM F1970, CSA B137.6</td>
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<tr>
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Notes:

# Only Type K, L, or M shall be permitted to be installed.

## SECTION 30.

Table S 17 is hereby amended to read as follows:

### S 17.0 General

### S 17.1 Referenced Standards.

The standards listed in Table S-17.0 are intended for use in the design, testing, and installation of materials, devices, appliances, and equipment regulated by this Chapter. S 17.1 are referenced in various sections of this Appendix and shall be considered part of the requirements of this Code.
The standards are listed herein by the standard number and effective date, the title, and application. The application of the referenced standard(s) shall be as specified in Section S 5.2.

**TABLE S 17.01**

**REFERENCED STANDARDS**

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**SECTION 31.** The provisions of this ordinance contain various changes, modifications, and additions to the 2019 Edition of the California Plumbing Code. Some of these changes are administrative in nature in that they do not constitute changes or
modifications to requirements contained in the building standards published in the California Building Standards Code.

Pursuant to California Health and Safety Code sections 17958.5, 17958.7, and 18941.5, the Board of Supervisors hereby expressly finds that all of the changes and modifications to requirements contained in the building standards published in the California Building Standards Code contained in this ordinance that are not administrative in nature are reasonably necessary because of local climatic, geological, or topographical conditions in the County of Los Angeles as more particularly described in the table set forth below.

**PLUMBING CODE AMENDMENTS**

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<td>Section 721.3</td>
<td>Geological Topographical</td>
<td>To allow for the proper operation of existing Los Angeles County sewer infrastructure and establish consistency with Title 20 — Utilities — of the Los Angeles County Code, Division 2 (Sanitary Sewers and Industrial Waste) due to local soil conditions and topography.</td>
</tr>
<tr>
<td>Sections 728.1 to 728.6</td>
<td>Geological Topographical</td>
<td>To allow for the proper operation of existing Los Angeles County sewer infrastructure and establish consistency with Title 20 — Utilities — of the Los Angeles County Code, Division 2 (Sanitary Sewers and Industrial Waste) due to local soil conditions and topography.</td>
</tr>
<tr>
<td>Table H 101.8</td>
<td>Geological Topographical</td>
<td>To establish more restrictive requirements for protection of local groundwater due to local soil conditions and to provide protections for native, protected oak trees that are consistent with Title 22 — Zoning and Planning — of the Los Angeles County Code, Chapter 22.174 (Oak Tree Permits).</td>
</tr>
<tr>
<td>Table H 201.1(1)</td>
<td>Geological Topographical</td>
<td>To establish more restrictive requirements for protection of local groundwater due to local soil conditions, sewer capacity, and sewage treatment.</td>
</tr>
<tr>
<td>Table H 201.1(2)</td>
<td>Geological Topographical</td>
<td>To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.</td>
</tr>
<tr>
<td>Table H 201.1(3)</td>
<td>Geological Topographical</td>
<td>To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.</td>
</tr>
<tr>
<td>Table H 201.1(4)</td>
<td>Geological Topographical</td>
<td>To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.</td>
</tr>
<tr>
<td>Section H 301.1</td>
<td>Geological Topographical</td>
<td>To establish more restrictive requirements for protection of local groundwater due to local soil conditions.</td>
</tr>
<tr>
<td>CODE SECTION</td>
<td>CONDITION</td>
<td>EXPLANATION</td>
</tr>
<tr>
<td>--------------</td>
<td>--------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Section H 401.3</td>
<td>Geological Topographical</td>
<td>To establish more restrictive requirements for protection of local groundwater due to local soil conditions.</td>
</tr>
<tr>
<td>Section H 601.5</td>
<td>Geological Topographical</td>
<td>To establish more restrictive requirements for protection of local groundwater due to local soil conditions.</td>
</tr>
<tr>
<td>Section H 601.8</td>
<td>Geological Topographical</td>
<td>To establish more restrictive requirements for protection of local groundwater due to local soil conditions.</td>
</tr>
<tr>
<td>Section H 701.2</td>
<td>Geological Topographical</td>
<td>To establish more restrictive requirements for protection of local groundwater due to local soil conditions.</td>
</tr>
<tr>
<td>Section H 1001.1</td>
<td>Geological</td>
<td>To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.</td>
</tr>
<tr>
<td>Section H 1101.6</td>
<td>Geological</td>
<td>To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.</td>
</tr>
<tr>
<td>Section M 10.0</td>
<td>Geological Topographical Climatic</td>
<td>To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.</td>
</tr>
</tbody>
</table>

**SECTION 32.** This ordinance shall become operative on January 1, 2020.
ANALYSIS

This ordinance repeals those provisions of Title 29 – Mechanical Code – of the Los Angeles County Code, that incorporate by reference portions of the 2016 California Mechanical Code, and replaces them with provisions incorporating by reference portions of the 2019 California Mechanical Code, published by the California Building Standards Commission. Unless deleted or modified herein, the previously enacted provisions of Title 29 continue in effect.

State law requires that the County's Mechanical Code contain the same requirements as are contained in the building standards published in the most recent edition of the California Mechanical Code except for changes or modifications deemed reasonably necessary by the County because of local climatic, geological, or topographical conditions. The changes and modifications to the requirements contained in the building standards published in the 2019 California Mechanical Code that are contained in this ordinance are based upon express findings, contained in the ordinance, that such changes are reasonably necessary due to local climatic, geological, or topographical conditions.

This ordinance also makes certain modifications to the administrative provisions of Title 29.

MARY C. WICKHAM
County Counsel

By
CAROLE B. SUZUKI
Senior Deputy County Counsel
Public Works Division

CBS:Im
Requested: 07/16/19
Revised: 09/04/19

HOA.102583545.1
ORDINANCE NO. _______

An ordinance amending Title 29 — Mechanical Code — of the Los Angeles County Code, by adopting and incorporating, by reference, portions of the 2019 California Mechanical Code, with certain changes and modifications, and making other revisions thereto.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Sections 119.1.2.0 through 119.1.14.0 of Chapter 1, Chapters 2 through 17, and Appendices B, C, and D, which incorporate by reference and modify portions of the 2016 California Mechanical Code, are hereby repealed.

SECTION 2. Section 100 is hereby amended to read as follows:

100 -- ADOPTION BY REFERENCE.

Except as hereinafter changed or modified, Sections 1.2.0 through 1.14.0 of Chapter 1, Division I, of that certain Mechanical Code known and designated as the 2016 California Mechanical Code as published by the California Building Standards Commission are adopted and incorporated, by reference, into this Title 29 of the Los Angeles County Code, as if fully set forth below, and shall be known as Sections 119.1.2.0 through 119.1.14.0, respectively, of Chapter 1 of Title 29 of the Los Angeles County Code.

Except as hereinafter changed or modified, Chapters 2 through 17, and Appendices B, C, and D of that certain Mechanical Code known and designated as the 2016 California Mechanical Code as published by the California Building Standards Commission are adopted and incorporated, by reference, into this Title 29 of
the Los Angeles County Code as if fully set forth below, and shall be known as Chapters 2 through 17 and Appendices B, C, and D of Title 29 of the Los Angeles County Code.

A copy of the 20162019 California Mechanical Code shall be at all times maintained by the Chief Mechanical Inspector for use and examination by the public.

SECTION 3. Section 112.2(2)(ii) is hereby amended to read as follows:

112.2 Plan Check Fees.

... 

(ii) Garage ventilation systems required by installed in compliance with the provisions of Title 26 of the Los Angeles County Code ... $194.30

... 

SECTION 4. Section 113.2 is hereby amended to read as follows:

113.2 Expiration. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation, and become null and void, if the work authorized by such permit is not commenced within 480 days12 months from the date of such permit is issued, or the work authorized by such permit is suspended or abandoned for a period of 180 days, or permittee fails to obtain inspection as required by the provisions of Section 115.0 of this Code for a period of 180 days.

Exception: Permits issued to abate violation(s) in conjunction with a code enforcement action shall expire and become null and void at a date not to exceed 12 months from the issuance date or other date determined by the Building Official.
The Building Official may extend grant one or more extensions of the time for action by the permittee for a period not exceeding 180 days from the date of expiration upon written request from the permittee and payment of a fee in an amount determined by the Building Official, not to exceed 25 percent of the permit fee. No permit shall be extended more than twice. Once a permit, including any extension(s) thereof, has expired, the permittee shall file a new application as specified in Section 111.2.

SECTION 5. Section 117.0 is hereby amended to read as follows:

117.0 Annual Review of Fees. The fees contained in this Code shall be reviewed annually by the Director of the Department of Public Works. Beginning on July 1, 1992, and thereafter on each succeeding July 1, the amount of each fee in this Code shall be adjusted as follows: Calculate the percentage movement between March of the previous year and March of the current year in the Consumer Price Index (CPI) for all urban consumers in the Los Angeles-Anaheim, and Riverside-Los Angeles-Long Beach-Anaheim, CA areas, as published by the United States Government Bureau of Labor Statistics, adjust each fee by said percentage amount and round off to the nearest ten (10) cents; provided, however, no adjustment shall decrease any fee and no fee shall exceed this reasonable cost of providing services. When it is determined that the amount reasonably necessary to recover the cost of providing services is in excess of this adjustment, the Chief Mechanical Inspector may present fee proposals to the Board of Supervisors for approval.

SECTION 6. Section 204.0 is hereby amended to read as follows:
Building Code. The building code that is adopted by this jurisdiction—[HCD-1, HCD-2, OSHPD-1, 1R, 2, 3, 4 & 5, and SFM] "Building Code" shall mean the California Building Code, Title 24, Part 2 The most recent edition of Title 26 of the Los Angeles County Code.

SECTION 7.

Section 207.0 is hereby amended to read as follows:

Electrical Code. The National Electrical Code promulgated by the National Fire Protection Association, as adopted by this jurisdiction—[HCD-1 & HCD-2] Whenever the term "Electrical Code" is used in this code, it shall mean the California Electrical Code, Title 24, Part 3 The most recent edition of Title 27 of the Los Angeles County Code.

SECTION 8.

Section 218.0 is hereby amended to read as follows:

Plumbing Code. The Uniform Plumbing Code promulgated by the International Association of Plumbing and Mechanical Officials, as adopted by this jurisdiction—[HCD-1 & HCD-2] Whenever the term "Plumbing Code" is used in this code, it shall mean the—
The most recent edition of Title 28 of the Los Angeles County Code.

... 

SECTION 9. Section 302.2 is hereby amended to read as follows:

302.2 ALTERNATE MATERIALS AND METHODS OF CONSTRUCTION EQUIVALENCY AND MODIFICATIONS.

302.2.1 Alternate Materials and Methods of Construction.

Nothing in this Code is intended to prevent the use of systems, methods, or devices of equivalent or superior quality, strength, fire resistance, effectiveness, durability, and safety over those prescribed by this Code. Technical documentation shall be submitted to the Authority Having Jurisdiction to demonstrate equivalency. The Authority Having Jurisdiction shall have the authority to approve or disapprove the system, method, or device for the intended purpose on a case-by-case basis.

... 

302.2.1.1 Testing.

... 

302.2.1.1.1 Tests.

... 

302.2.1.2 Requests by the Authority Having Jurisdiction.

... 

302.2.1.2 Application. Application for the use of an alternate material or method of construction shall be submitted in writing to the Chief Mechanical Inspector...
together with a filing fee of $252.80. When staff review exceeds two hours, an additional fee of $126.40 per hour shall be charged for each hour or fraction thereof in excess of two hours.

302.2.2 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this Code, the Authority Having Jurisdiction shall have the authority to grant modifications on a case-by-case basis, upon application of the owner or the owner’s authorized agent, provided the Authority Having Jurisdiction shall first find that a special individual reason makes the strict letter of this Code impractical, and that the modification is in conformity with the spirit and purpose of this Code, and that such modification does not lessen any health, fire-protection, or other life-safety-related requirements. The details of any action granting modifications shall be recorded and entered in the files of the Authority Having Jurisdiction. The application for approval of a modification shall be in accordance with Section 302.2.1.2.

SECTION 10. Section 501.1 is hereby amended to read as follows:

501.1 Applicability. This chapter includes requirements for environmental air ducts, product-conveying systems, and commercial hoods and kitchen ventilation. Part I addresses environmental air ducts and product-conveying systems. Part II addresses commercial hoods and kitchen ventilation. Ventilation systems installed to control occupational health hazards shall comply with the requirements of the Health Officer.

SECTION 11. Section 510.1.6 is hereby amended to read as follows:

510.1.6 Bracing and Supports. Duct bracing and supports shall be
of noncombustible material, securely attached to the structure, not less than the gauge required for grease-duct construction, and designed to carry gravity and lateral loads within the stress limitations of the Building Code. Bolts, screws, rivets, and other mechanical fasteners shall not penetrate duct walls.

SECTION 12. Section 603.3.1 is hereby amended to read as follows:

603.3.1 Rectangular Ducts. Supports for rectangular ducts shall be installed on two opposite sides of each duct and shall be welded, riveted, bolted, or metal screwed to each side of the duct at intervals specified.

SECTION 13. Section 1114.4 is hereby added to read as follows:

1114.4 Approvals Required. The method of discharge of systems containing other than group A1 refrigerants shall comply with the pertinent requirements of Title 32 – Fire Code – and Division 2 of Title 20 – Sanitary Sewer and Industrial Waste – of the Los Angeles County Code.

SECTION 14. The provisions of this ordinance contain various changes, modifications, and additions to the 2019 Edition of the California Mechanical Code. Some of these changes are administrative in nature in that they do not constitute changes or modifications to requirements contained in the building standards published in the California Mechanical Code.

Pursuant to California Health and Safety Code sections 17958.5, 17958.7, and 18941.5, the Board of Supervisors hereby expressly finds that all of the changes and modifications to requirements contained in the building standards published in the California Building Standards Code contained in this ordinance that are not
administrative in nature are reasonably necessary because of local climatic, geological, or topographical conditions in the County of Los Angeles, as more particularly described in the table set forth below.

**TABLE**

<table>
<thead>
<tr>
<th>CODE SECTION</th>
<th>CONDITION</th>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>501.1</td>
<td>Climatic</td>
<td>Additional Health Department requirements are necessary due to local air quality concerns.</td>
</tr>
<tr>
<td>510.1.6</td>
<td>Geological</td>
<td>High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment for bracing and support.</td>
</tr>
<tr>
<td>603.3.1</td>
<td>Geological</td>
<td>High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment for bracing and support.</td>
</tr>
<tr>
<td>1114.4</td>
<td>Geological</td>
<td>High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment to reduce damage and potential for toxic refrigerant release during a seismic event caused by shifting equipment and to minimize impacts to the sewer system in such an event.</td>
</tr>
</tbody>
</table>

**SECTION 15.** This ordinance shall become operative on January 1, 2020.
ANALYSIS


State law requires that the County adopt ordinances that contain the same requirements as are contained in the building standards published in the California Residential Code. State law allows the County to change or modify these requirements only if it determines that such changes or modifications are reasonably necessary because of local climatic, geological, or topographical conditions.

The changes and modifications to requirements contained in the building standards published in the 2019 California Residential Code that are contained in this ordinance are based upon express findings, contained in the ordinance, that such changes are reasonably necessary due to local climatic, geological, or topographical conditions.

MARY C. WICKHAM
County Counsel

By
CAROLE B. SUZUKI
Senior Deputy County Counsel
Public Works Division

CBS:Im
Requested: 07/03/19
Revised: 10/15/19
ORDINANCE NO. __________

An ordinance amending Title 30 — Residential Code — of the Los Angeles County Code, by adopting and incorporating by reference the 2019 California Residential Code, with certain changes and modifications.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapters 2 through 10, Chapter 44, and Appendix H, which incorporate by reference, and modify, portions of the 2016 California Residential Code, are hereby repealed.

SECTION 2. Chapter 1 is hereby amended to read as follows:

R100 ADOPTION BY REFERENCE

Except as hereinafter changed or modified, Sections 102 through 119 of Chapter 1, Section 1206 of Chapter 12, and Chapters 67, 68, 69, 98, 99, and Appendix J of Title 26 of the Los Angeles County Code are adopted and incorporated by reference into this Title 30 as if fully set forth below, and shall be known as Sections 102 through 119 of Chapter 1, Section 1206 of Chapter 12, and Chapters 67, 68, 69, 98, 99, and Appendix J of Title 30 of the Los Angeles County Code.

Except as hereinafter changed or modified, Chapters 2 through 10, Chapter 44, and Appendixes H, Q, S, and X of that certain code known and designated as the 2016 California Residential Code as published by the California Building Standards Commission are adopted and incorporated by reference into this Title 30 as if fully set forth below, and shall be known as Chapters 2 through 10, Chapter 44, and Appendixes H, Q, S, and X of Title 30 of the Los Angeles County Code. A copy of the
California Residential Code shall be at all times maintained by the Building Official for use and examination by the public.

R101 TITLE, PURPOSE, AND INTENT

... 

R101.3 Scope.

... 

Exceptions:

1. Live/work units complying with the requirements of Section 419 of the Los Angeles County Building Code shall be permitted to be built as one- and two-family dwellings or townhouses. Fire suppression otherwise required by Section 419.5 of the Los Angeles County Building Code for buildings and structures constructed under this Code shall conform to Section 903.3.1.3 of the Los Angeles County Building Code.

2. Owner-occupied lodging houses with five or fewer guestrooms shall be permitted to be constructed in accordance with the Los Angeles County Residential Code for one- and two-family dwellings when equipped with a fire sprinkler system in accordance with Section R313.

Additions, alterations, repairs, and changes of use or occupancy in all buildings and structures to which this Code applies shall comply with the provisions for new buildings and structures except as otherwise provided in the Existing Building Code and Section 109 of the Los Angeles County Building Code.
SECTION 3. Section R301.1.3.2 is hereby amended to read as follows:

R301.1.3.2 Woodframe structures—greater than two stories.

The Building Official shall require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of woodframe construction more than two stories and basement in height located in Seismic Design Category A, B, or C. Notwithstanding other sections of law, the law establishing these provisions is found in Business and Professions Code Sections 5537 and 6737.1.

The Building Official shall require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of woodframe construction more than one story in height or with a basement located in Seismic Design Category D0, D1, or D2 or E.

SECTION 4. Section R301.1.4 is hereby added to read as follows:

R301.1.4 Seismic design provisions for buildings constructed on or into slopes steeper than one unit vertical in three units horizontal (33.3 percent slope).

The design and construction of new buildings and additions to existing buildings when constructed on or into slopes steeper than one unit vertical in three units horizontal (33.3 percent slope) shall comply with Section 1613.6 of the Los Angeles County Building Code.

SECTION 5. Section R301.2 is hereby amended to read as follows:
Section 6. Section R301.2.2.6 is hereby amended to read as follows:

R301.2.2.6 Irregular buildings.

Shear wall or braced wall offsets out of plane. Conditions where exterior shear wall lines or braced wall panels are not in one plane vertically from the foundation to the uppermost story in which they are required.

Exception: For wood light-frame construction, floors with cantilevers or setbacks not exceeding four times the nominal depth of the wood floor joists are permitted to support braced wall panels that are out of plane with braced wall panels below provided that all of the following are satisfied:

1. Floor joists are nominal 2 inches by 10 inches (51 mm by 254 mm) or larger and spaced not more than 16 inches (406 mm) on center.
2. The ratio of the back span to the cantilever is not less than 2 to 1.
3. Floor joists at ends of braced wall panels are doubled.
4. For wood frame construction, a continuous rim joist is connected to ends of all cantilever joists. Where spliced, the rim joists shall be spliced using a galvanized metal tie not less than 0.058 inch (1.5 mm) (16 gage) and 11/2 inches (38 mm) wide.
2. Lateral support of roofs and floors. Conditions where a section of floor or roof is not laterally supported by shear walls or braced wall lines on all edges.

   Exception: Portions of floors that do not support shear walls, braced wall panels above, or roofs shall be permitted to extend not more than 6 feet (1829 mm) beyond a shear wall or braced wall line.

3. Shear wall or braced wall offsets in plane. Conditions where the end of a braced wall panel occurs over an opening in the wall below and extends more than 1-foot (305 mm) horizontally past the edge of the opening. This provision is applicable to shear walls and braced wall panels offset in plane and to braced wall panels offset out of plane in accordance with the exception to Item 1.

   Exception: For wood light-frame wall construction, one end of a braced wall panel shall be permitted to extend more than 1-foot (305 mm) over an opening not more than 8-feet (2438 mm) in width in the wall below provided that the opening includes a header in accordance with all of the following:

   1. The building width, loading condition and framing member species limitations of Table R602.7(1) shall apply.
2. The header is composed of:

2.1. Not less than one 2x12 or two 2x10 for an opening not more than 4 feet (1219 mm) wide.

2.2. Not less than two 2x12 or three 2x10 for an opening not more than 6 feet (1829 mm) in width.

2.3. Not less than three 2x12 or four 2x10 for an opening not more than 8 feet (2438 mm) in width.

3. The entire length of the braced wall panel does not occur over an opening in the wall below.

4. **Floor and roof opening.** Conditions where an opening in a floor or roof exceeds the lesser of 12 feet (3658 mm) or 50 percent of the least floor or roof dimension.

5. **Floor Level offset.** Conditions where portions of a floor level are vertically offset.

**Exceptions:**

1. Framing supported directly by continuous foundations at the perimeter of the building.

2. For wood-light-frame construction, floors shall be permitted to be vertically offset when the floor framing is lapped or tied together as required by section R502.6.1.

... 

**SECTION 7.** Section R301.2.2.11 is hereby added to read as follows:
R301.2.2.11 Anchorage of mechanical, electrical, or plumbing components and equipment.

Mechanical, electrical, or plumbing components and equipment shall be anchored to the structure. Anchorage of the components and equipment shall be designed to resist loads in accordance with the Los Angeles County Building Code and ASCE 7, except where the component is positively attached to the structure and flexible connections are provided between the component and associated ductwork, piping, and conduit; and either:

1. The component weighs 400 pounds (1,780 N) or less and has a center of mass located 4 feet (1.22 m) or less above the supporting structure; or

2. The component weighs 20 pounds (89 N) or less or, in the case of a distributed system, 5 pounds per foot (73 N/m) or less.

SECTION 8. Table R302.1(2) is hereby amended as follows:

<table>
<thead>
<tr>
<th>Exterior Wall Element</th>
<th>Minimum Fire-Resistance Rating</th>
<th>Minimum Fire Separation Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walls</td>
<td>Fire-resistance rated</td>
<td>1 hour—tested in accordance with ASTM E119, UL 263 or Section 703.3 of the California Building Code with exposure from the outside</td>
</tr>
<tr>
<td></td>
<td>Not fire-resistance rated</td>
<td>0 hours</td>
</tr>
<tr>
<td>Projections</td>
<td>Not allowed</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>Fire-resistance rated</td>
<td>1 hour on the underside, or heavy timber, or fire retardant-treated wood**</td>
</tr>
<tr>
<td></td>
<td>Not fire-resistance rated</td>
<td>0 hours</td>
</tr>
<tr>
<td>Openings in walls</td>
<td>Not allowed</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>Unlimited</td>
<td>0 hours</td>
</tr>
<tr>
<td>Penetrations</td>
<td>All</td>
<td>Comply with Section R302.4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>None required</td>
</tr>
</tbody>
</table>

a. Reserved For residential subdivisions where all dwellings are equipped throughout with an automatic sprinkler system installed in accordance with Section R313, the fire separation distance for exterior walls not fire-resistance rated and for fire-resistance rated projections shall be permitted to be reduced to 0 feet, and unlimited unprotected openings and penetrations shall be
SECTION 9. Section R337.1.1 is hereby amended to read as follows:

**R337.1.1 Scope.**

This chapter applies to building materials, systems and or assemblies used in the exterior design and construction of new buildings, and to additions, alterations, or repairs made to existing buildings, erected, constructed, located, or moved within a Wildland-Urban Interface Fire Area as defined in Section R337.2A.

SECTION 10. Section R337.1.3 is hereby amended to read as follows:

**R337.1.3 Application.**

New buildings, and any additions, alterations, or repairs made to existing buildings located in or moved within any Fire Hazard Severity Zone or any Wildland-Urban Interface Fire Area designated by the enforcing agency Los Angeles County Fire Department constructed after the application date shall comply with the provisions of this Chapter.

Exceptions:

...  

4. Additions to and remodels of buildings originally constructed prior to the applicable application date Reserved.

SECTION 11. Section R337.1.3.1 is hereby amended to read as follows:
R337.1.3.1 Application date and where required.

New buildings for which an application for a building permit is submitted on or after July 1, 2008, and any additions, alterations, or repairs made to existing buildings for which an application for a building permit is submitted on or after January 1, 2020, located in any Fire Hazard Severity Zone or Wildland Interface Fire Area shall comply with all sections of this Chapter, including all of the following areas:

Exceptions:

1. New buildings located in any Fire Hazard Severity Zone within State Responsibility Areas, for which an application for a building permit is submitted on or after January 1, 2008, shall comply with all sections of this Chapter.

2. New buildings located in any Fire Hazard Severity Zone within State Responsibility Areas or any Wildland Interface Fire Area designated by cities and other local agencies for which an application for a building permit is submitted on or after December 1, 2005 but prior to July 1, 2008, shall only comply with the following sections of this Chapter:

... 

SECTION 12. Section R337.1.4 is hereby amended to read as follows:

R337.1.4 Inspection and certification.

1. Building permit issuance. The local building official shall, prior to construction, provide the owner or applicant a certification that the building as proposed
to be built complies with all applicable state and local building standards, including those for materials and construction methods for wildfire exposure as described in this chapter. Issuance of a building permit by the local building official for the proposed building shall be considered as complying with this section.

2. Building permit final. The local building official shall, upon completion of construction, provide the owner or applicant with a copy of the final inspection report that demonstrates the building was constructed in compliance with all applicable state and local building standards, including those for materials and construction methods for wildfire exposure as described in this chapter. Issuance of a certificate of occupancy by the local building official for the proposed building shall be considered as complying with this section.

SECTION 13. Section R337.1.6 is hereby amended to read as follows:

R337.1.6 Application to accessory buildings and miscellaneous structures.

New accessory buildings and miscellaneous structures, including additions, alterations, or repairs, as specified in Section R337.10 shall comply only with the requirements of that section.

SECTION 14. Section R337.2 is hereby amended to read as follows:

SECTION R337.2

DEFINITIONS

...
FIRE PROTECTION PLAN is a document prepared for a specific project or development proposed for a Wildland-Urban Interface Fire Area. It describes ways to minimize and mitigate potential for loss from wildfire exposure. The fire protection plan shall be in accordance with this Chapter and the California Los Angeles County Fire Code, Chapter 49. When required by the enforcing agency for the purposes of granting modifications, a fire protection plan shall be submitted. Only locally adopted ordinances that have been filed with the California Building Standards Commission or the Department of Housing and Community Development in accordance with Section 1.1.8 shall apply.

FIRE HAZARD SEVERITY ZONES are geographical areas designated pursuant to California Public Resources Code Sections 4201 through 4204 and classified as Very High, High, or Moderate in State Responsibility Areas or as Local Agency Very-High Fire Hazard Severity Zones designated pursuant to California Government Code Sections 51175 through 51189. See California Los Angeles County Fire Code, Article 49.

... WILDLAND-URBAN INTERFACE FIRE AREA is a geographical area identified by the state as a "Fire Hazard Severity Zone" in accordance with the Public Resources Code Sections 4201 through 4204 and Government Code Sections 51175 through 51189, or other areas designated by the enforcing-agency Los Angeles County Fire Department to be at a significant risk from wildfires.
SECTION 15.  Section R337.3.2 is hereby amended to read as follows:

R337.3.2  Qualification by testing.

Material and material assemblies tested in accordance with the requirements of Section R337.3 shall be accepted for use when the results and conditions of those tests are met. Product evaluation testing of material and material assemblies shall be approved or listed by the State Fire Marshal or the Building Official, or identified in a current report issued by an approved agency.

SECTION 16.  Section R337.3.3 is hereby amended to read as follows:

R337.3.3  Approved agency.

Product evaluation testing shall be performed by an approved agency as defined in Section 1702 of the California Los Angeles County Building Code. The scope of accreditation for the approved agency shall include building product compliance with eCode.

SECTION 17.  Section R337.3.5.2 is hereby amended to read as follows:

R337.3.5.2  Weathering.

Fire-retardant-treated wood and fire-retardant-treated wood shingles and shakes shall meet the fire test performance requirements of this Chapter after being subjected to the weathering conditions contained in the following standards, as applicable to the materials and the conditions of use.

SECTION 18.  Section R337.3.5.2.1 is hereby amended to read as follows:
R337.3.5.2.1 Fire-retardant-treated wood.

Fire-retardant-treated wood shall be tested in accordance with ASTM D2898 (Method A), and the requirements of Section 2303.2 of the California Los Angeles County Building Code.

SECTION 19. Section R337.3.5.2.2 is hereby deleted in its entirety.

R337.3.5.2.2 Fire-retardant-treated wood-shingles and shakes. Fire-retardant treated wood-shingles and shakes shall be approved and listed by the State Fire Marshal in accordance with Section 208(c), Title 19 California Code of Regulations.

SECTION 20. Section R337.3.6 is hereby amended to read as follows:

R337.3.6 Alternates for materials, design, tests and methods of construction.

The enforcing agency Building Official is permitted to modify the provisions of this Chapter for site-specific conditions in accordance with Chapter 1, Section 4.11.2.4104.2.7. When required by the enforcing agency Building Official for the purposes of granting modifications, a fire protection plan shall be submitted in accordance with the California Los Angeles County Fire Code, Chapter 49.

SECTION 21. Section R337.4.4 is hereby amended to read as follows:

R337.4.4 Alternative methods for determining ignition-resistant material.

...
2. Fire-retardant-treated wood. Fire-retardant-treated wood identified for exterior use that complies with the requirements of Section 2303.2 of the California Los Angeles County Building Code.

3. Fire-retardant-treated wood shingles and shakes. Fire-retardant-treated wood shingles and shakes, as defined in section 1505.6 of the California Building Code and listed by State Fire Marshal for use as “Class B” roof covering, shall be accepted as an ignition-resistant wall covering material when installed over solid sheathing.

SECTION 22. Section R337.5.2 is hereby amended to read as follows:

R337.5.2 Roof coverings.

Roof coverings shall be Class A as specified in Section R902.1. Where the roof profile allows a space between the roof covering and roof decking, the spaces shall be constructed to prevent the intrusion of flames and embers, be firestopped with approved materials or have one layer of minimum 72 pound (32.4 kg) mineral-surfaced nonperforated cap sheet complying with ASTM D 3909 installed over the combustible decking. Wood shingles and wood shakes are prohibited in any Fire Hazard Severity Zones regardless of classification.

SECTION 23. Section R337.6.1 is hereby amended to read as follows:

R337.6.1 General.

Where provided, ventilation openings for enclosed attics, enclosed eave soffit spaces, enclosed rafter spaces formed where ceilings are applied directly to the underside of roof rafters, and underfloor ventilation shall be in accordance with
Section 1 of the California Los Angeles County Building Code and Sections 337.6.1 through R337.6.3 of this section to resist building ignition from the intrusion of burning embers and flame through the ventilation opening.

SECTION 24. Section R337.6.3 is hereby amended to read as follows:

R337.6.3 Ventilation openings on the underside of eaves and cornices.

... Exceptions:

... 2. The enforcing-agency Building Official shall be permitted to accept or approve special eave and cornice vents that resist the intrusion of flame and burning embers.

3. Vents complying with the requirements of Section R337.6.2 shall be permitted to be installed on the underside of eaves and cornices in accordance with either one of the following conditions:

3.1. The attic space being ventilated is fully protected by an automatic sprinkler system installed in accordance with Section 903.3.1.1 of the California Los Angeles County Building Code or,

... SECTION 25. Section R337.10.3 is hereby amended to read as follows:
R337.10.3  Where required.

No requirements shall apply to accessory buildings or miscellaneous structures when located at least 50 feet from an applicable building. Applicable accessory buildings and attached miscellaneous structures, or detached miscellaneous structures that are installed at a distance of less than 3 feet from an applicable building, shall comply with this Section. When required by the enforcing agency Building Official, detached miscellaneous structures that are installed at a distance of more than 3 feet but less than 50 feet from an applicable building shall comply with the requirements of this Section.

SECTION 26. Section R337.10.3.3 is hereby amended to read as follows:

R337.10.3.3  Detached miscellaneous structure requirements.

When required by the enforcing agency Building Official, applicable detached miscellaneous structures that are installed at a distance of more than 3 feet but less than 50 feet from an applicable building shall be constructed of noncombustible materials or of ignition-resistant materials as described in Section R337.4.3.

SECTION 27. Section R401.1 is hereby amended to read as follows:

R401.1  Application.

... Wood foundations in Seismic Design Category D₀, D₁₄ or D₂ shall be designed in accordance with accepted engineering practice not be permitted.

Exception: In non-occupied, single-story, detached storage sheds and similar uses other than carport or garage, provided the gross floor area does not exceed 200...
square feet, the plate height does not exceed 12 feet in height above the grade plane at any point, and the maximum roof projection does not exceed 24 inches.

SECTION 28.  Section R403.1.2 is hereby amended to read as follows:

R403.1.2 Continuous footing in Seismic Design Categories D₀, D₁ and D₂.

Exterior walls of buildings located in Seismic Design Categories D₀, D₁ and D₂ shall be supported by continuous solid or fully grouted masonry or concrete footings. Other footing materials or systems shall be designed in accordance with accepted engineering practices. Required interior braced wall panels in buildings located in Seismic Design Categories D₀, D₁ and D₂ with plan dimensions greater than 50 feet (15240 mm) shall be supported by continuous solid or fully grouted masonry or concrete footings in accordance with Section R403.1.3.4, except for two-story buildings in Seismic Design Category D₂, in which all braced wall panels, interior and exterior, shall be supported on continuous foundations.

Exception: Two-story buildings shall be permitted to have interior braced wall panels supported on continuous foundations at intervals not exceeding 50 feet (15240 mm) provided that:

1. The height of cripple walls does not exceed 4 feet (1219 mm).
2. First-floor braced wall panels are supported on doubled-floor joists, continuous blocking or floor beams.
3. The distance between bracing lines does not exceed twice the building width measured parallel to the braced wall line.
SECTION 29. Section R403.1.3.6 is hereby amended to read as follows:

**R403.1.3.6** Isolated concrete footings.

In detached one- and two-family dwellings located in Seismic Design Category A, B, or C that are three stories or less in height and constructed with stud bearing walls, isolated plain concrete footings supporting columns or pedestals are permitted.

SECTION 30. Section R403.1.5 is hereby amended to read as follows:

**R403.1.5** Slope.

The top surface of footings shall be level. The bottom surface of footings shall not have a slope exceeding one unit vertical in 10 units horizontal (10-percent slope). Footings shall be stepped where it is necessary to change the elevation of the top surface of the footings or where the slope of the bottom surface of the footings will exceed one unit vertical in 10 units horizontal (10-percent slope).

For structures located in Seismic Design Category D₀, D₁, or D₂, stepped footings shall be reinforced with two No. 4 reinforcing bars. Two bars shall be located at the top and bottom of the footings as shown in Figure R403.1.5.
SECTION 31. Figure R403.1.5 is hereby added to read as follows:

**FIGURE R403.1.5**

**STEPPED FOOTING**

RECOMMEND: $a > b$

$b \leq 2' 0''$

MIN. 2 - #4 REINFORCING BARS (TOP & BOTTOM)

BOTTOM PLATE (TYP.)

GRADE

SECTION 32. Section R404.2 is hereby amended to read as follows:

**R404.2 Wood foundation walls.**

Wood foundation walls shall be constructed in accordance with the provisions of Sections R404.2.1 through R404.2.6 and with the details shown in Figures R403.1(2) and R403.1(3). Wood foundation walls shall not be used for structures located in Seismic Design Category D₀, D₁, or D₂.

SECTION 33. Section R501.1 is hereby amended to read as follows:

**R501.1 Application.**

The provision of this chapter shall control the design and construction of the floors for buildings, including the floors of attic spaces used to house mechanical or plumbing fixtures and equipment. Mechanical or plumbing fixtures and equipment shall be attached or anchored to the structure in accordance with Section R301.2.2.11.
SECTION 34. Section R503.2.4 is hereby added to read as follows:

R503.2.4 Openings in horizontal diaphragms.

Openings in horizontal diaphragms with a dimension perpendicular to the joist that is greater than 4 feet (1.2 m) shall be constructed in accordance with Figure R503.2.4.

SECTION 35. Figure R503.2.4 is hereby added to read as follows:

**FIGURE R503.2.4**

OPENING IN HORIZONTAL DIAPHRAGMS

Notes:

a. Blockings shall be provided beyond headers.
b. Metal ties not less than 0.058 inch \([1.47 \text{ mm} \text{ (16 galvanized gage)}]\) by 1.5 inches \((38 \text{ mm})\) wide with eight 16d common nails on each side of the header-joist intersection. The metal ties shall have a minimum yield of 33,000 psi \((227 \text{ MPa})\).

c. Openings in diaphragms shall be further limited in accordance with Section R301.2.2.6.

SECTION 36. Table R602.3(1) is hereby amended to read as follows:

**TABLE R602.3(1)**

FASTENING SCHEDULE

...b. Staples are 16 gage wire and have a minimum 7/16-inch on diameter crown width. Use of staples in roof, floor, subfloor, and braced wall panels shall be prohibited in Seismic Design Category D_0, D_1, or D_2.

... SECTION 37. Table R602.3(2) is hereby amended to read as follows:

**TABLE R602.3(2)**

ALTERNATE ATTACHMENTS TO TABLE R602.3(1)

...b. Staples shall have a minimum crown width of 7/16-inch on diameter except as noted. Use of staples in roof, floor, subfloor, and braced wall panels shall be prohibited in Seismic Design Category D_0, D_1, or D_2.

... SECTION 38. Section R602.3.2 is hereby amended to read as follows:

R602.3.2 Top plate.

...
Exception: In other than Seismic Design Category D_0, D_1, or D_2, a single top plate used as an alternative to a double top plate shall comply with the following:

SECTION 39. Table R602.3.2 is hereby amended to read as follows:

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<tr>
<th>CONDITION</th>
<th>TOP-PLATE SPLICE LOCATION</th>
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<tr>
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<td>Corners and Intersecting walls</td>
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<tr>
<td>Splice plate size</td>
<td>Minimum nails each side of joint</td>
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<tr>
<td>Structures in SDC A-C, and in SDC D_0, D_1, and D_2, with braced-wall-line spacing less than 25 feet</td>
<td>3&quot; × 6&quot; × 0.036&quot; galvanized steel plate or equivalent</td>
</tr>
<tr>
<td>Structures in SDC D_0, D_1, and D_2, with braced-wall-line spacing greater than or equal to 25 feet</td>
<td>3½&quot; × 8&quot; × 0.036&quot; galvanized steel plate or equivalent</td>
</tr>
</tbody>
</table>

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

SECTION 40. Section R602.10.2.3 is hereby amended to read as follows:

R602.10.2.3 Minimum number of braced wall panels.

Braced wall lines with a length of 16 feet (4877 mm) or less shall have not less than two braced wall panels of any length or one braced wall panel equal to 48 inches (1219 mm) or more. Braced wall lines greater than 16 feet (4877 mm) shall have not less than two braced wall panels. No braced wall panel shall be less than 48 inches in length in Seismic Design Category D_0, D_1, or D_2.

SECTION 41. Table R602.10.3(3) is hereby amended to read as follows:

<p>| BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY |</p>
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<th>Seismic Design Category</th>
<th>Story Location</th>
<th>Braced Wall Line Length (Feet)*</th>
<th>Method LIB</th>
<th>Method GBA</th>
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TABLE R603.10.3(3)—continued
BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY

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<th>Seismic Design Category</th>
<th>Story Location</th>
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<td>22.0</td>
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<td>15.0</td>
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<td></td>
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<td>12.8</td>
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<td>NP</td>
<td>37.5</td>
<td>31.9</td>
</tr>
</tbody>
</table>

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 pound per square foot = 0.0470 kPa.
NP = Not Permitted.

a. Linear interpolation shall be permitted.
b. Wall bracing lengths are based on a soil site class "D." Interpolation of bracing length between the S_{ds} values associated with the seismic design categories shall be permitted when a site-specific S_{ds} value is determined in accordance with Section 1613.2 of the California Building Code.
c. Where the braced wall line length is greater than 50 feet, braced wall lines shall be permitted to be divided into shorter segments having lengths of 50 feet or less, and the amount of bracing within each segment shall be in accordance with this table.

d. Method LIB shall have gypsum board fastened to not less than one side with nails or screws in accordance with Table R602.3(1) for exterior sheathing or Table R702.3.5 for interior gypsum board. Spacing of fasteners at panel edges shall not exceed 8 inches.

e. Methods PFG and CS-SFB do not apply in Seismic Design Categories D₀, D₁, and D₂.

f. Where more than one bracing method is used, mixing methods shall be in accordance with Section R602.10.4.1.

g. Methods GB and PCP braced wall panel h/w ratio shall not exceed 1:1 in SDC D₀, D₁, and D₂. Methods DWB, SFB, PBS, and HPS are not permitted in D₀, D₁, or D₂.
SECTION 42. Table R602.10.4 is hereby amended to read as follows:

**TABLE R602.10.4**

**BRACING METHODS**

<table>
<thead>
<tr>
<th>METHODS, MATERIAL</th>
<th>MINIMUM THICKNESS</th>
<th>FIGURE</th>
<th>CONNECTION CRITERIA*</th>
<th>Spacing</th>
</tr>
</thead>
<tbody>
<tr>
<td>LIB</td>
<td></td>
<td></td>
<td><strong>Feasant</strong></td>
<td></td>
</tr>
<tr>
<td>Let-in-bracing</td>
<td></td>
<td></td>
<td>Wood: 2-8d common nails or 3-8d (2 1/2&quot; long x 0.113&quot; dia.) nails</td>
<td>Wood: per stud and top and bottom plates</td>
</tr>
<tr>
<td>Diagonal wood boards</td>
<td>1/4&quot; (1&quot; nominal) for maximum 24&quot; stud spacing</td>
<td>1/4&quot; (1&quot; nominal) for maximum 24&quot; stud spacing</td>
<td>Metal strap: per manufacturer</td>
<td>Metal: per manufacturer</td>
</tr>
<tr>
<td>WSP</td>
<td></td>
<td></td>
<td>Exterior sheathing per Table R602.3.4</td>
<td>6&quot; edges 12&quot; field</td>
</tr>
<tr>
<td>Wood structural panel</td>
<td></td>
<td></td>
<td>8d common (2 1/2&quot; x 0.131&quot;) nails</td>
<td>6&quot; edges 12&quot; field</td>
</tr>
<tr>
<td>(See Section R604)</td>
<td></td>
<td></td>
<td>1/8&quot; edge distance to panel edge</td>
<td>6&quot; edges 12&quot; field</td>
</tr>
<tr>
<td>BY-WSP</td>
<td></td>
<td>7/16&quot;</td>
<td>See Figure R602.10.5</td>
<td>8d common (2 1/2&quot; x 0.131&quot;) nails</td>
</tr>
<tr>
<td>Wood structural panels with stone or masonry veneer (See Section R602.10.6.5)</td>
<td>7/16&quot;</td>
<td>See Figure R602.10.5</td>
<td>8d common (2 1/2&quot; x 0.131&quot;) nails</td>
<td></td>
</tr>
<tr>
<td>SFB</td>
<td></td>
<td>1/8&quot;</td>
<td>1/8&quot; long x 0.12&quot; dia. (for 1/2&quot; thick sheathing) 1/2&quot; long x 0.12&quot; dia. (for 3/4&quot; thick sheathing) galvanized roofing nails</td>
<td>3&quot; edges 6&quot; field</td>
</tr>
<tr>
<td>Structural fiberboard sheathing</td>
<td>1/8&quot;</td>
<td>1/8&quot;</td>
<td>1/8&quot; long x 0.12&quot; dia. (for 1/2&quot; thick sheathing) 1/2&quot; long x 0.12&quot; dia. (for 3/4&quot; thick sheathing) galvanized roofing nails</td>
<td>3&quot; edges 6&quot; field</td>
</tr>
<tr>
<td>GB</td>
<td></td>
<td>7/16&quot;</td>
<td>Nails or screws per Table R602.3.1 for exterior locations</td>
<td>For all braced wall panel locations: 7&quot; edges (including top and bottom plates) 7&quot; field</td>
</tr>
<tr>
<td>Gypsum board</td>
<td>7/16&quot;</td>
<td>7/16&quot;</td>
<td>Nails or screws per Table R602.3.5 for interior locations</td>
<td>3&quot; edges 6&quot; field</td>
</tr>
<tr>
<td>PBS</td>
<td></td>
<td>1/8&quot;</td>
<td>1/8&quot; or 1/4&quot; for maximum 16&quot; stud spacing</td>
<td>3&quot; edges 6&quot; field</td>
</tr>
<tr>
<td>Particleboard sheathing (See Section R603)</td>
<td>1/8&quot;</td>
<td>1/8&quot;</td>
<td>For 1/8&quot;: 6d common (2&quot; long x 0.113&quot; dia.) nails For 1/4&quot;: 8d common (2 1/2&quot; long x 0.131&quot; dia.) nails</td>
<td>3&quot; edges 6&quot; field</td>
</tr>
<tr>
<td>PCP</td>
<td></td>
<td></td>
<td>See Section R703.7 for maximum 16&quot; stud spacing</td>
<td>1 1/2&quot; long, 11 gauge; 7/16&quot; dia. head nails or 1/8&quot; long, 16 gauge staples</td>
</tr>
<tr>
<td>Hardboard panel siding</td>
<td>1/8&quot;</td>
<td>1/8&quot;</td>
<td>6/0.092&quot; dia., 0.225&quot; dia. head nails with length to accommodate 1/16&quot; penetration into studs</td>
<td>4&quot; edges 8&quot; field</td>
</tr>
<tr>
<td>ABW</td>
<td></td>
<td>1/8&quot;</td>
<td>See Section R602.10.6.1</td>
<td>See Section R602.10.6.1</td>
</tr>
</tbody>
</table>

(continued)
### TABLE R602.10.4—continued

<table>
<thead>
<tr>
<th>BRACING METHODS</th>
<th>METHODS, MATERIAL</th>
<th>MINIMUM THICKNESS</th>
<th>FIGURE</th>
<th>CONNECTION CRITERIA*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PFH Portal frame with hold-downs</td>
<td>7/8&quot;</td>
<td>![Image]</td>
<td>See Section R602.10.6.2</td>
</tr>
<tr>
<td></td>
<td>PFG Portal frame at garage</td>
<td>7/8&quot;</td>
<td>![Image]</td>
<td>See Section R602.10.6.3</td>
</tr>
<tr>
<td></td>
<td>CS-WSP Continuously sheathed wood structural panel</td>
<td>1/2&quot; or 5/16&quot;</td>
<td>![Image]</td>
<td>Exterior sheathing per Table R602-3.5</td>
</tr>
<tr>
<td></td>
<td>CS-G7 Continuously sheathed wood structural panel adjacent to garage openings</td>
<td>1/2&quot; or 5/16&quot;</td>
<td>![Image]</td>
<td>See Method CS-WSP</td>
</tr>
<tr>
<td></td>
<td>CS-PF Continuously sheathed portal frame</td>
<td>1/2&quot; or 5/16&quot;</td>
<td>![Image]</td>
<td>See Section R602.10.6.4</td>
</tr>
<tr>
<td></td>
<td>CS-SFB Continuously sheathed structural fiberboard</td>
<td>1/2&quot; or 5/16&quot; for maximum 16&quot; stud spacing</td>
<td>![Image]</td>
<td>1&quot; × 0.12&quot; dia. (for 1/2&quot; thick sheathing)</td>
</tr>
</tbody>
</table>

* For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 degree = 0.0175 rad, 1 pound per square foot = 47.8 N/m², 1 mile per hour = 0.447 m/s.

### SECTION 43

Table R602.10.5 is hereby amended to read as follows:

### TABLE R602.10.5

| MINIMUM LENGTH OF BRACED WALL PANELS |

---

**a.** Adhesive attachment of wall sheathing, including Method GB, shall not be permitted in Seismic Design Categories C, D₁, and D₂.

**b.** Applies to panels next to garage door opening where supporting gable end wall or roof load only. Shall only be used on one wall of the garage. In Seismic Design Categories D₁, D₂, and D₃, roof covering dead load shall not exceed 3 psf.

**c.** Garage openings adjacent to a Method CS-G panel shall be provided with a header in accordance with Table R602.5(1). A full-height clear opening shall not be permitted adjacent to a Method CS-G panel.

**d.** Method CS-SFB does not apply in Seismic Design Categories D₀, D₁, and D₂.

**e.** Method applies to detached one- and two-family dwellings in Seismic Design Categories D₀ through D₃ only.

**f.** Methods GB and PCP braced wall panel h/w ratio shall not exceed 1:1 in SDC D₀, D₁, or D₂. Methods LIB, DDB, SFB, PBS, HPS, and PFG are not permitted in SDC D₃, D₄, or D₅.

**g.** Use of staples in braced wall panels shall be prohibited in SDC D₀, D₁, or D₂.
### TABLE R602.10.5
MINIMUM LENGTH OF BRACED WALL PANELS

<table>
<thead>
<tr>
<th>METHOD (See Table R602.10.4)</th>
<th>MINIMUM LENGTH* (inches)</th>
<th>CONTRIBUTING LENGTH (inches)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Wall Height</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8 feet</td>
<td>9 feet</td>
</tr>
<tr>
<td>DWB, WSP, SFB, PBS, PCP, HPS, BV-WSP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GB</td>
<td>48</td>
<td>48</td>
</tr>
<tr>
<td>LIB</td>
<td>55</td>
<td>62</td>
</tr>
<tr>
<td>ABW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDC A, B and C, ultimate design wind speed &lt; 140 mph</td>
<td>28</td>
<td>32</td>
</tr>
<tr>
<td>SDC D1, D2 and D3, ultimate design wind speed &lt; 140 mph</td>
<td>32</td>
<td>32</td>
</tr>
<tr>
<td>CS-G</td>
<td>24</td>
<td>27</td>
</tr>
<tr>
<td>CS-WSP, CS-SFB</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adjacent clear opening height (inches)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>≤ 64</td>
<td>24</td>
<td>27</td>
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<td>68</td>
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<td>72</td>
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<td>144</td>
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</tr>
<tr>
<td>PFH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supporting roof only</td>
<td>+6 24</td>
<td>+6 24</td>
</tr>
<tr>
<td>Supporting one story and roof</td>
<td>24</td>
<td>24</td>
</tr>
<tr>
<td>PFG</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDC A, B and C</td>
<td>16</td>
<td>18</td>
</tr>
<tr>
<td>SDC D1, D2 and D3</td>
<td>+4 24</td>
<td>+4 24</td>
</tr>
</tbody>
</table>

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 mile per hour = 0.447 m/s.

NP = Not Permitted.

METHOD (See Table R602.10.4)

Portal header height

<table>
<thead>
<tr>
<th>METHOD (See Table R602.10.4)</th>
<th>Portal header height</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8 feet</td>
</tr>
<tr>
<td>PFH</td>
<td>+6 24</td>
</tr>
<tr>
<td>PFG</td>
<td>24</td>
</tr>
<tr>
<td>CS-PF</td>
<td>16</td>
</tr>
<tr>
<td>SDC A, B and C</td>
<td>+4 24</td>
</tr>
</tbody>
</table>

Note a: Double sided = Actual
Note b: Single sided = 0.5 × Actual
SECTION 44. Figure R602.10.6.1 is amended to read as follows:

FIGURE R602.10.6.1
METHOD ABW—ALTERNATE BRACED WALL PANEL
SECTION 45. Figure R602.10.6.2 is hereby amended to read as follows:

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

FIGURE R602.10.6.2
METHOD PFH—PORTAL FRAME WITH HOLD-DOWNS
AT DETACHED GARAGE DOOR OPENINGS
SECTION 46. Figure R602.10.6.4 is hereby amended to read as follows:

FIGURE R602.10.6.4
METHOD CS-PF-CONTINUOUSLY SHEATHED PORTAL FRAME PANEL CONSTRUCTION

SECTION 47. Section R606.4.4 is hereby amended to read as follows:
R606.4.4 **Parapet walls.**

Unreinforced solid masonry parapet walls shall not be less than 8 inches (203 mm) thick and their height shall not exceed four times their thickness. Unreinforced hollow unit masonry parapet walls shall be not less than 8 inches (203 mm) thick, and their height shall not exceed three times their thickness. Masonry parapet walls in areas subject to wind loads of 30 pounds per square foot (1.44 kPa), or located in Seismic Design Category D_0, D_1, or D_2, or on townhouses in Seismic Design Category C shall be reinforced in accordance with Section R606.12.

**SECTION 48.** Section R606.12.2.2.3 is hereby amended to read as follows:

R606.12.2.2.3 **Reinforcement requirements for masonry elements.**

Masonry elements listed in Section R606.12.2.2.2 shall be reinforced in either the horizontal or vertical direction as shown in Figure R606.11(2) and in accordance with the following:

1. **Horizontal reinforcement.** Horizontal joint reinforcement shall consist of not less than two longitudinal W1.7 wires spaced not more than 16 inches (406 mm) for walls greater than 4 inches (102 mm) in width and not less than one longitudinal W1.7 wire spaced not more than 16 inches (406 mm) for walls not exceeding 4 inches (102 mm) in width; or not less than one No. 4 bar spaced not more than 48 inches (1219 mm). Where two longitudinal wires of joint reinforcement are used, the space between these wires shall be the widest that the mortar joint will accommodate.
Horizontal reinforcement shall be provided within 16 inches (406 mm) of the top and bottom of these masonry elements.

2. Vertical reinforcement. Vertical reinforcement shall consist of not less than one No. 4 bar spaced not more than 48 inches (1219 mm). Vertical reinforcement shall be located within 4½ inches (108 mm) of the ends of masonry walls.

SECTION 49. Section R803.2.4 is hereby added to read as follows:

R803.2.4 Openings in horizontal diaphragms.

Openings in horizontal diaphragms shall conform with Section R503.2.4.

SECTION 50. Section R905.3.1 is hereby amended to read as follows:

R905.3.1 Deck Requirements.

Concrete and clay tile shall be installed only over solid sheathing-er-spaced structural-sheathing-beards.

SECTION 51. Section R1001.3.1 is hereby amended to read as follows:

R1001.3.1 Vertical reinforcing.

For chimneys up to 40 inches (1016 mm) wide, four No. 4 continuous vertical bars adequately anchored into the concrete foundation shall be placed between wythes of solid masonry or within the cells of hollow unit masonry and grouted in accordance with Section R606. Grout shall be prevented from bonding with the flue liner so that the flue liner is free to move with thermal expansion. For chimneys more than 40 inches (1016 mm) wide, two additional No. 4 vertical bars adequately anchored into the concrete foundation shall be provided for each additional flue incorporated into the chimney or for each additional 40 inches (1016 mm) in width or fraction thereof.
SECTION 52. Section AS106.1 is hereby amended to read as follows:

AS106.1 General. In other than Seismic Design Category D₀, D₁, D₂, E, or F, plastered strawbale walls shall be permitted to be used as structural walls in accordance with the prescriptive provisions of this section.

SECTION 53. Section AX101.1 is hereby amended to read as follows:

AX101.1 Scope.

This appendix shall be applicable to emergency housing and emergency housing facilities, as defined in Section AX102, when and to the extent that the County of Los Angeles Board of Supervisors ("Board") finds, by motion, resolution, or otherwise, that this appendix applies to a specific state of emergency, local emergency, or declaration of shelter crisis. Notwithstanding a Board finding that this appendix applies to a state of emergency, local emergency, or declaration of shelter crisis, the enforcing agency may opt out from the applicability of this appendix, in whole or in part, for emergency housing and/or emergency housing facilities that are located on property owned, operated, leased, or maintained by the County of Los Angeles, and the enforcing agency may specify alternative minimum site-specific standards relating thereto, consistent with ensuring minimal public health and safety.

SECTION 54. Section AX102.1 is hereby amended to read as follows:

AX102.1 General.

... ENFORCING AGENCY. The Building Official as defined in Section 104.3 of this Code.
SECTION 55. Section AX103.1 is hereby amended to read as follows:

AX103.1 General.

Emergency sleeping cabins, emergency transportable housing units, membrane structures and tents constructed and/or assembled in accordance with this appendix, shall be occupied only during the duration of the declaration of state of emergency, local emergency, or shelter crisis.

... 

SECTION 56. Section AX103.4 is hereby amended to read as follows:

AX103.4 Fire and life safety requirements not addressed in this appendix.

If not otherwise addressed in this appendix, fire and life safety measures, including, but not limited to, means of egress, fire separation, fire sprinklers, smoke alarms, and carbon monoxide alarms, shall be determined and enforced by the enforcing agency in consultation with the Departments of Public Health, Fire and other pertinent County departments, as applicable.

SECTION 57. Section AX106.1 is hereby amended to read as follows:

AX106.1 General.

... 

Tents and membrane structures shall be provided with means of ventilation (natural and/or mechanical) allowing for adequate air replacement, as determined by the enforcing agency.
SECTION 58. Section AX107.1 is hereby amended to read as follows:

AX107.1 General.

Emergency housing shall comply with the applicable requirements in Chapter 11B and/or the US Access Board Final Guidelines for Emergency Transportable Housing as determined by the enforcing agency.

... 

SECTION 59. Section AX110.1.1 is hereby added to read as follows:

AX110.1.1 Backflow prevention.

Backflow prevention devices shall be provided in accordance with Section 602.3 of the Plumbing Code.

SECTION 60. Section AX110.1.2 is hereby added to read as follows:

AX110.1.2 Drinking fountains.

An adequate number of drinking fountains, bottle fillers or drinking facilities shall be provided as determined by the enforcing agency.

SECTION 61. Section AX110.3 is hereby amended to read as follows:

AX110.3 Toilet and bathing facilities.

... 

The maximum travel distance from any sleeping and/or living area to the toilet facility shall not exceed 300 feet (91.4 m) or as determined by the enforcing agency.
SECTION 62. The provisions of this ordinance contain various changes, modifications, and additions to the 2019 Edition of the California Residential Code.

Some of these changes are administrative in nature in that they do not constitute changes or modifications to requirements contained in the building standards published in the California Building Standards Code.

Pursuant to California Health and Safety Code sections 17958.5, 17958.7, and 18941.5, the Board of Supervisors hereby expressly finds that all of the changes and modifications to requirements contained in the building standards published in the California Building Standards Code contained in this ordinance, that are not administrative in nature, are reasonably necessary because of local climatic, geological, or topographical conditions in the County of Los Angeles, as more particularly described in the table set forth below.

<table>
<thead>
<tr>
<th>Code Section</th>
<th>Condition</th>
<th>Explanation of Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>R301.1.3.2</td>
<td>Geological</td>
<td>Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. After the 1994 Northridge Earthquake, the Wood Frame Construction Joint Task Force recommended that the quality of woodframe construction needed to be greatly improved. The Task Force recommended that structural plans be prepared by the engineer or architect so that plan examiners, building inspectors, contractors, and special inspectors may logically follow and construct the seismic force-resisting systems as presented in the construction documents. For buildings or structures located in Seismic Design Category D₀, D₁, D₂, or E that are subject to a greater level of seismic forces, the requirement to have a California licensed architect or engineer prepare the construction documents is intended to minimize or reduce structural deficiencies that may cause excessive</td>
</tr>
<tr>
<td>Code Section</td>
<td>Condition</td>
<td>Explanation of Amendment</td>
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<td>damage or injuries in woodframe buildings. Involvement of a registered professional will minimize the occurrence of structural deficiencies such as plan and vertical irregularities, improper shear transfer of the seismic force-resisting system, missed details or connections important to the structural system, and the improper application of the prescriptive requirements of the California Residential Code.</td>
</tr>
<tr>
<td>R301.1.4</td>
<td>Geological Topographical</td>
<td>Due to the local topographical and geological conditions of the sites within the greater Los Angeles region and their susceptibility to earthquakes, this technical amendment is required to address and clarify special needs for buildings constructed on hillside locations. A joint Structural Engineers Association of Southern California (SEAOSC) and Los Angeles City Joint Task Force investigated the performance of hillside building failures after the Northridge Earthquake. Numerous hillside failures resulted in loss of life and millions of dollars in damage. These criteria were developed to minimize the damage to these structures and have been in use by the City and County of Los Angeles for several years.</td>
</tr>
<tr>
<td>R301.2.2.6</td>
<td>Geological</td>
<td>Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the type of irregular conditions as specified in the 2019 California Residential Code. Such limitations are recommended to reduce structural damage in the event of an earthquake. The County of Los Angeles and cities in this region have implemented these extra measures to maintain the structural integrity of the framing of the shear walls and all associated elements when designed for high levels of seismic loads.</td>
</tr>
<tr>
<td>R301.2.2.11</td>
<td>Geological</td>
<td>Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activity in the Southern California area and the necessary higher level of performance required for buildings and</td>
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<tr>
<td>Code Section</td>
<td>Condition</td>
<td>Explanation of Amendment</td>
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<td>structures, this local amendment limits the potential anchorage and supporting frame failure resulting from additional weight. There is no limitation for weight of mechanical and plumbing fixtures and equipment in the International Residential Code. Requirements from ASCE 7 and the International Building Code would permit equipment weighing up to 400 lbs. when mounted at 4 feet or less above the floor or attic level without engineering design. Where equipment exceeds this requirement, it is the intent of this amendment that a registered design professional be required to analyze if the floor support is adequate and structurally sound.</td>
<td></td>
</tr>
<tr>
<td>R302.1(2)</td>
<td>Climatic</td>
<td>This amendment will not allow unprotected openings (openings that do not resist the spread of fire) to be in the exterior wall of a residential building that is located on a property line. This amendment is necessary due to local climatic conditions. The hot, dry weather conditions of late summer in combination with the Santa Ana winds creates an extreme fire danger. Residential buildings with unprotected openings located on a property line may permit fires to spread from the inside of the building to adjacent properties and likewise from exterior properties to the interior of the building.</td>
</tr>
<tr>
<td>R337.1.1</td>
<td>Climatic</td>
<td>Extends the application of Chapter R337 to include additions, alterations, and/or relocated buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.</td>
</tr>
<tr>
<td>R337.1.3</td>
<td>Climatic</td>
<td>Extends the application of Chapter R337 to include additions, alterations, and/or relocated buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.</td>
</tr>
<tr>
<td>Section</td>
<td>Type</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
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</tr>
<tr>
<td>R337.1.3.1</td>
<td>Climatic</td>
<td>Extends the application of Chapter R337 to include additions, alterations, and/or relocated buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.</td>
</tr>
<tr>
<td>R337.1.6</td>
<td>Climatic</td>
<td>Extends the application of Chapter R337 to include additions, alterations, and/or repairs to buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.</td>
</tr>
<tr>
<td>R337.3.5.2</td>
<td>Climatic</td>
<td>Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.</td>
</tr>
<tr>
<td>R337.3.5.2.2</td>
<td>Climatic</td>
<td>Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.</td>
</tr>
<tr>
<td>R337.4.4</td>
<td>Climatic</td>
<td>Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.</td>
</tr>
<tr>
<td>R337.5.2</td>
<td>Climatic</td>
<td>Disallows the use of wood-shingle/wood-shake roofs and requires the use of Class A roof covering due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.</td>
</tr>
<tr>
<td>R401.1</td>
<td>Geological</td>
<td>Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Wood foundations, even those that are preservative-treated, encounter a higher risk of deterioration when contacting the adjacent ground. The required seismic anchorage and transfer of lateral forces into the foundation system necessary for 2-story structures and foundation walls could become compromised at varying states of wood decay. In addition, global structure overturning moment and sliding resistance is reduced when utilizing wood foundations as opposed to</td>
</tr>
</tbody>
</table>
conventional concrete or masonry systems. However, non-occupied, single-story storage structures pose significantly less risk to human safety and may utilize the wood foundation guidelines specified in this Chapter.

<table>
<thead>
<tr>
<th>Code</th>
<th>Climatic/Geological</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>R403.1.2</td>
<td>Climatic</td>
<td>Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. These amendments require minimum reinforcement in continuous footings and stepped footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. These amendments implement the recommendations of SEAOSC and the Los Angeles City Joint Task Force resulting from their investigation of the 1994 Northridge Earthquake. Interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls to be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.</td>
</tr>
<tr>
<td>R403.1.3.6</td>
<td>Geological</td>
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</tr>
<tr>
<td>R403.1.5</td>
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<td></td>
</tr>
<tr>
<td>Figure R403.1.5</td>
<td></td>
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</tr>
<tr>
<td>R404.2</td>
<td>Climatic</td>
<td>No substantiating data has been provided to show that wood foundations are effective in supporting structures and buildings during a seismic event while being subject to deterioration caused by the presence of water and other materials detrimental to wood foundations in the soil. Wood foundations, when they are not properly treated and protected against deterioration, have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. With the higher seismic demand placed on buildings and structures in this region, coupled with the dryer weather conditions, it is the intent of this amendment to reduce or eliminate potential problems resulting from the use of wood footings and foundations.</td>
</tr>
<tr>
<td>Section</td>
<td>Geological</td>
<td>Description</td>
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</tr>
<tr>
<td>R501.1</td>
<td>Geological</td>
<td>Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the potential anchorage and supporting frame failure resulting from additional weight. There is no limitation for weight of mechanical and plumbing fixtures and equipment in the International Residential Code. Requirements from ASCE 7 and the International Building Code would permit equipment weighing up to 400 lbs. when mounted at 4 feet or less above the floor or attic level without engineering design. Where equipment exceeds this requirement, it is the intent of this amendment that a registered design professional be required to analyze if the floor support is adequate and structurally sound.</td>
</tr>
<tr>
<td>R503.2.4</td>
<td>Geological</td>
<td>Section R502.10 of the Code does not provide any prescriptive criteria to limit the maximum floor opening size, nor does Section R503 provide any details to address the issue of shear transfer near larger floor openings. With the higher seismic demand placed on buildings and structures in this region, it is important to ensure that a complete load path is provided to reduce or eliminate potential damage caused by seismic forces. Requiring blocking with metal ties around larger floor openings and limiting opening size is consistent with the requirements of Section R301.2.2.5.</td>
</tr>
<tr>
<td>Table R602.3(1)</td>
<td>Geological</td>
<td>Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. In September 2007, limited cyclic testing data was provided to the ICC Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels do not exhibit the same behavior as the nailed wood structural shear panels. The test results of the stapled wood structural shear panels demonstrated lower strength and drift than the nailed wood structural shear panel test results. Therefore, the use of staples as fasteners for shear walls sheathed with other materials shall not be permitted without being substantiated by cyclic testing.</td>
</tr>
<tr>
<td>R602.3.2</td>
<td>Geological</td>
<td>Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads by eliminating single top plate construction. The performance of modern day braced wall panel construction is directly related to an adequate load path extending from the roof diaphragm to the foundation system.</td>
</tr>
<tr>
<td>R602.10.2.3</td>
<td>Geological</td>
<td>The greater Los Angeles region is a densely populated area having buildings and structures constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited, to the 1994 Northridge Earthquake. Plywood shear walls with high aspect ratio experienced many failures during the Northridge Earthquake. This proposed amendment specifies a minimum braced wall length to meet an aspect ratio consistent with other sections of the California Residential Code, and to assure that new buildings and additions to existing buildings are designed and constructed in accordance with the scope and objectives of the California Residential Code. This is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands and reduce and limit potential damage to property. This proposed amendment reflects the recommendations by SEAOSC and the Los Angeles City Joint Task Force that investigated the poor performance observed during the 1994 Northridge Earthquake.</td>
</tr>
<tr>
<td>Table R602.10.3(3)</td>
<td>Geological</td>
<td>Due to the high geologic activities in the Southern California area and the necessary higher level of performance of buildings and structures, this local amendment reduces or eliminates the allowable shear values for shear walls sheathed with lath, plaster or gypsum board. The poor performance of such shear walls sheathed with other materials in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural...</td>
</tr>
</tbody>
</table>
Table R602.10.4

**Geological**

3/8” thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. This amendment specifies minimum WSP sheathing thickness and nail size and spacing, so as to provide a uniform standard of construction to improve the performance level of buildings and structures, given the potential for higher seismic demands placed on buildings or structure in this region. This proposed amendment reflects the recommendations by SEAOSC and the Los Angeles City Joint Task Force following the 1994 Northridge Earthquake. In September 2007, cyclic testing data was provided to the Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels underperformed nailed wood structural shear panels. Test results of the stapled wood structural shear panels appeared much lower in strength and drift than the nailed wood structural shear panel test results.

Table R602.10.5

**Geological**

Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The poor performance of such shear walls sheathed in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity with respect to the “maximum shear wall aspect ratios” of the framing of the shear walls when designed for high levels of seismic loads. This amendment is consistent with the shear wall aspect ratio provision of Section 4.3.4 of AWC SDPWS-2015.

Figure R602.10.6.1

**Geological**

3/8” thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. Box nails were observed to cause massive and multiple failures of the typical 3/8” thick 3 ply-plywood during the Northridge Earthquake. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads.
shear walls when designed for high levels of seismic loads. The performance of modern day braced wall panel construction is directly related to an adequate load path extending from the roof diaphragm to the foundation system.

<p>| Figure | Geological | 3/8&quot; thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of such shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. Box nails were observed to cause massive and multiple failures of typical 3/8-inch thick plywood during the Northridge Earthquake. This change to the minimum lap splice requirement is consistent with Section 12.16.1 of ACI 318-11. This amendment is a continuation of amendments adopted during prior Code adoption cycles. |
| R602.10.6.2 | Geological | 3/8&quot; thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of such shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. The proposal in which &quot;washers shall be a minimum of 0.229 inch by 3 inches by 3 inches in size&quot; is consistent with Section R602.11.1 of the California Residential Code and Section 2308.3.2 of the California Building Code. This amendment is a continuation of amendments adopted during prior Code adoption cycle. |
| R606.4.4 | Geological | Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The addition of the word &quot;or&quot; will prevent the use of unreinforced parapets in Seismic Design Category D_0, D_1 or D_2, or on townhouses in Seismic Design Category C. |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Code</th>
<th>Geological</th>
</tr>
</thead>
<tbody>
<tr>
<td>R606.12.2.3</td>
<td>Geological</td>
<td>Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Reinforcement using longitudinal wires for buildings and structures located in high seismic areas is not as ductile as deformed rebar. Having vertical reinforcement closer to the ends of masonry walls help to improve the seismic performance of masonry buildings and structures.</td>
</tr>
<tr>
<td>R803.2.4</td>
<td>Geological</td>
<td>Section R802 of the Code does not provide any prescriptive criteria to limit the maximum size of roof openings, nor does Section R803 provide any details to address the issue of shear transfer near larger roof openings. With the higher seismic demand placed on buildings and structures in this region, it is important to ensure that a complete load path is provided to reduce or eliminate potential damage caused by seismic forces. Requiring blocking with metal ties around larger roof openings and limiting the size of openings is consistent with the requirements of Section R301.2.2.2.5.</td>
</tr>
<tr>
<td>R905.3.1</td>
<td>Geological</td>
<td>Due to the increased risk of significant earthquakes in Los Angeles County, this amendment requires concrete and clay tiles to be installed over solid structural sheathing boards only. The changes in Section R905.3.1 are needed because there were numerous observations of tile roofs pulling away from wood framed buildings following the 1994 Northridge Earthquake. SEAOSC and the Los Angeles City Joint Task Force committee findings indicated significant problems with tile roof due to inadequate design and/or construction. Damage was observed where sheathing beneath the tile roofs was not nailed adequately, or the nails were not attached on each side of each tile, or the nail just pulled out over a period of time because the shank of the nails were smooth. This amendment is needed to minimize such occurrences in the event of future significant earthquakes.</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Details</td>
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<tr>
<td>R1001.3.1</td>
<td>Geological</td>
<td>Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The performance of fireplaces/chimneys without anchorage to the foundation has been observed to be inadequate during major earthquakes. The lack of anchorage to the foundation results in overturn or displacement.</td>
</tr>
<tr>
<td>AS106.1</td>
<td>Geological</td>
<td>Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the use of strawbale walls for structural purposes for buildings or structures located in Seismic Design Category D0, D1, D2, E or F. There is limited testing results available on the structural application of strawbale walls, particularly for seismic resistance. Since these provisions are specific to one- and two-family residential buildings, it is of the utmost importance that homes be resilient in the event of an earthquake and built using proven construction methods and materials. The remaining provisions allowing for the use of strawbale walls for nonstructural applications will still be permitted.</td>
</tr>
</tbody>
</table>

SECTION 63. This ordinance shall become operative on January 1, 2020.

[TITLE30BUILDINGCODE2019CSCC]
ANALYSIS


State law requires that the County adopt ordinances that contain the same requirements as are contained in the building standards published in the most recent edition of the California Green Building Standards Code. State law allows the County to change or modify these requirements only if it determines that such changes or modifications are reasonably necessary because of local climatic, geological, or topographical conditions.

The changes and modifications to requirements contained in the building standards published in the 2019 California Green Building Standards Code that are contained in this ordinance are based upon express findings, contained in the ordinance, that such changes are reasonably necessary due to local climatic, geological, or topographical conditions. This ordinance also makes certain modifications to the administrative portions of Title 31, and incorporates by reference certain administrative provisions contained in Title 26 – Building Code.

MARY C. WICKHAM
County Counsel

By

CAROLE B. SUZUKI
Senior Deputy County Counsel
Public Works Division

CBS:lm

Requested: 07/26/19
Revised: 10/31/19
ORDINANCE NO. _____________


The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapters 2 through 8, and Appendix A4 and Appendix A5, which incorporate by reference and modify portions of the 2016 California Green Building Standards Code, are hereby repealed.

SECTION 2. Section 100 is hereby amended to read as follows:

100 ADOPTION BY REFERENCE

Except as hereinafter changed or modified, Sections 102 through 119 of Chapter 1 of Title 26 of the Los Angeles County Code are adopted and incorporated by reference into this Title 31 as if fully set forth below, and shall be known as Sections 102 through 119 of Chapter 1 of Title 31 of the Los Angeles County Code.

Except as hereinafter changed or modified, Chapters 2 through 8, and Appendix A4 and Appendix A5, of that certain code known and designated as the 2019 California Green Building Standards Code, as published by the California Building Standards Commission, are adopted and incorporated by reference into this Title 31, as if fully set forth below, and shall be known as Chapters 2 through 8, and Appendix A4 and Appendix A5, of Title 31 of the Los Angeles County Code.
A copy of the 2019 California Green Building Standards Code shall be at all times maintained by the Building Official for use and examination by the public.

SECTION 3. Section 202 is hereby amended to read, in alphabetical order as follows:

202 DEFINITIONS

... Cool Roof. A roofing material that reduces heat gain through the roof and has either high thermal emittance and high solar reflectance, or low thermal emittance and exceptionally high solar reflectance, as specified in Title 24, Part 6, of the California Energy Code.

Cool Roof Rating Council or CRRC. The entity recognized by the California Energy Commission to rate and certify the reflectance and emittance values of roofing products.

Development. Any activity requiring discretionary or non-discretionary land use or construction approval from the County that results in the creation, addition, modification or replacement of impervious surface area, which is not part of routine maintenance activity. Development includes, but is not limited to, land subdivisions; the construction, installation, addition, or replacement of a building or structure; expansion of a building footprint; and land-disturbing activities related to structural or impervious surfaces. Development shall not include routine maintenance of original lines and grades and/or hydraulic capacity.

...
SECTION 4. Section 301 is hereby amended to read as follows:

301 GENERAL

301.1 Scope.

Buildings and structures shall be designed to include the green building measures indicated in Sections 301.1.1, 301.2, and 301.3 specified as mandatory in the application checklists contained in this code. Voluntary green building measures are also included in the application checklists and may be included in the design and construction of structures covered by this code, but are not required unless adopted by a city, county, or city and county as specified in Section 101.7.

301.1.1 Additions and alterations Residential construction.

[HCD]

The mandatory provisions of Chapter 4 shall be applied to newly constructed low-rise and high-rise residential buildings and structures six stories or less and additions to or alterations of existing residential buildings where the addition or alteration increases the building's conditioned area, volume or size. The requirements shall apply only to and/or within the specified area of the addition or alteration.

Newly constructed high-rise residential buildings of seven stories or greater shall comply with Section 301.3.

...
301.3.3 Nonresidential buildings greater than or equal to 25,000 square feet.

In addition to the requirements of Section 301.3, any newly constructed nonresidential building greater than or equal to 25,000 square feet shall comply with all requirements of Section A5.601.2.4 Tier 1. Roofing materials shall comply with Tier 2 requirements of Table A5.106.11.2.3 [BSC].

Exceptions:

1. Compliance with Section A5.601.2.3 shall be voluntary.

2. High-rise residential buildings of seven stories or greater shall comply with Table A4.106.5.1(4) in lieu of Table A5.106.11.2.3.

SECTION 5. Section 4.106.4.1 is hereby amended to read as follows:

4.106.4.1 New one- and two-family dwellings and townhouses with attached private garages.

For each dwelling unit, install a listed raceway to accommodate a dedicated 208/240-volt branch circuit. The raceway shall not be less than trade size 1 (nominal 1-inch inside diameter). The raceway shall originate at the main service or subpanel and shall terminate into a listed cabinet, box, or other enclosure attachment plug in close proximity to the proposed location of an EV charger. Raceways are required to be continuous at enclosed, inaccessible or concealed areas and spaces. The service panel and/or subpanel shall provide capacity to install a 40-ampere minimum dedicated branch circuit and space(s) reserved to permit installation of a branch circuit overcurrent protective device.
4.106.4.1.1 Identification.

The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s)-reserved-for future EV charging as "EV CAPABLE". The raceway termination location shall be permanently and visibly marked as "EV CAPABLE".

4.106.4.2 New multifamily dwellings.

If residential parking is available, thirty-five (35) percent of the total parking spaces on a building site shall be EV spaces and EVCS, as follows: ten (10)-twenty-five (25) percent of the total number of parking spaces on a building site, provided for all types of parking facilities, shall be electric-vehicle-charging-spaces-(EV spaces) capable of supporting future EVSE and ten (10) percent of the total number of parking spaces on a building site, provided for all types of parking facilities, shall be EVCS. Calculations for the required number of EV spaces and EVCS shall be rounded up to the nearest whole number.

Exceptions:

EVCS shall not be required, and the number of required EV spaces capable of supporting future EVSE is permitted to be calculated as ten (10) percent of the number of parking spaces, for the following uses:

1. Affordable housing.
2. Multifamily dwellings containing less than 17 units.

...
4.106.4.3 New hotels and motels.

All newly constructed hotels and motels shall provide EV spaces capable of supporting future installation of EVSE and EVCS. The construction documents shall identify the location of the EV spaces and EVCS.

Notes:

1. Construction documents are intended to demonstrate the project’s capability and capacity for facilitating future EV charging.

2. There is no requirement for EV spaces to be constructed or available until EV chargers are installed for use.

4.106.4.3.1 Number of required EV spaces and EVCS.

The number of required EV spaces and EVCS shall be based on the total number of parking spaces provided for all type of parking facilities in accordance with Table 4.106.4.3.1. Calculation for the required number of EV spaces and EVCS shall be rounded up to the nearest whole number. Required EVSE/EVCS shall be Level 2 or Level 3 (DC Fast Charge).

<table>
<thead>
<tr>
<th>TOTAL NUMBER OF PARKING SPACES</th>
<th>NUMBER OF REQUIRED EV SPACES</th>
<th>NUMBER OF REQUIRED EVCS</th>
</tr>
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<tr>
<td>0-9</td>
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</tr>
<tr>
<td>101-150</td>
<td>726</td>
<td>6</td>
</tr>
<tr>
<td>151-200</td>
<td>4038</td>
<td>8</td>
</tr>
<tr>
<td>201 and over</td>
<td>625 percent of total</td>
<td>5 percent of total</td>
</tr>
</tbody>
</table>
SECTION 6. Section 4.106.5 is hereby added to read as follows:

**4.106.5 Low-impact development (LID).**

New development or alterations to existing developed sites shall comply with Chapter 12.84 of Title 12 of the Los Angeles County Code.

SECTION 7. Section 4.106.6 is hereby added to read as follows:

**4.106.6 Cool roof for reduction of heat island effect.**

Roofing materials shall comply with the solar reflectance and thermal emittance requirements of this Section.

Exceptions:

1. Roof repair.
2. Roof replacement when the roof area being replaced is equal to or less than fifty (50) percent of the total roof area.
3. Installation of building-integrated photovoltaics.
4. Installation of a steep-sloped roof (roof slope > 2:12) in climate zone 16 on other than a low-rise multifamily building.
5. Additions resulting in less than 500 square feet of added roof area or less than fifty (50) percent of the total roof area, whichever is greater.
6. Roof construction that has a thermal mass over the roof membrane, including areas of vegetated (green) roofs, weighing at least 25 pounds per square foot.

**4.106.6.1 Solar reflectance.**

Roofing materials shall have a minimum 3-year aged solar reflectance equal to or greater than the values specified in Table 4.106.6(1) and Table 4.106.6(2).
Solar reflectance values shall be based on the aged reflectance value of the roofing product or the equation in Section A4.106.5.1, if the CRRC testing for aged solar reflectance is not available.

**4.106.6.2 Thermal emittance.**

Roofing materials shall have a CRRC initial or aged thermal emittance equal to or greater than the values specified in Table 4.106.6(1) and Table 4.106.6(2).

**4.106.6.3 Solar reflectance index alternative.**

Roofing materials having a Solar Reflectance Index (SRI) equal to or greater than the values specified in Table 4.106.6(1) and Table 4.106.6(2) may be used as an alternative to compliance with the 3-year aged solar reflectance and thermal emittance values.

SRI values used to comply with this Section shall be calculated using the SRI Calculation Worksheet (SRI-WS) developed by the California Energy Commission or in compliance with ASTM E1980-01, as specified in the current California Energy Code. Solar reflectance values used in the SRI-WS shall be based on the aged reflectance value of the roofing product or the equation in Section A4.106.5.1, if the CRRC-certified aged solar reflectance is not available. Certified thermal emittance used in the SRI-WS may be either the initial value or the aged value listed by the CRRC.

**SECTION 8.** Tables 4.106.6(1) and 4.106.6(2) are hereby added to read as follows:
### TABLE 4.106.6(1) – LOW-RISE RESIDENTIAL

<table>
<thead>
<tr>
<th>ROOF SLOPE</th>
<th>MINIMUM 3-YEAR AGED SOLAR REFLECTANCE</th>
<th>THERMAL EMITTANCE</th>
<th>SRI</th>
</tr>
</thead>
<tbody>
<tr>
<td>≤2:12</td>
<td>0.65</td>
<td>0.85</td>
<td>78</td>
</tr>
<tr>
<td>&gt;2:12</td>
<td>0.25</td>
<td>0.85</td>
<td>20</td>
</tr>
</tbody>
</table>

### TABLE 4.106.6(2) – HIGH-RISE RESIDENTIAL BUILDINGS, HOTELS AND MOTELS

<table>
<thead>
<tr>
<th>ROOF SLOPE</th>
<th>MINIMUM 3-YEAR AGED SOLAR REFLECTANCE</th>
<th>THERMAL EMITTANCE</th>
<th>SRI</th>
</tr>
</thead>
<tbody>
<tr>
<td>≤2:12</td>
<td>0.65</td>
<td>0.75</td>
<td>78</td>
</tr>
<tr>
<td>&gt;2:12</td>
<td>0.25</td>
<td>0.75</td>
<td>20</td>
</tr>
</tbody>
</table>

...  

SECTION 9. Section 4.408 is hereby amended to read as follows:

4.408 CONSTRUCTION WASTE REDUCTION, DISPOSAL AND RECYCLING

4.408.1 Construction waste management.

Newly-constructed projects and additions and alterations to existing buildings shall recycle and/or salvage for reuse a minimum of sixty-five (65) percent of the non-hazardous construction and demolition waste debris in accordance with either Section 4.408.2, 4.408.3, or 4.408.4, or meet a more-stringent local construction and demolition waste management ordinance, whichever is more stringent. Calculate the amount of materials diverted by weight or by volume, but not by both.
SECTION 10.  Section 5.106.3 is hereby added to read as follows:

5.106.3  Low-impact development (LID).

New development or alterations to existing developed sites shall comply with Chapter 12.84 of Title 12 of the Los Angeles County Code.

SECTION 11.  Section 5.106.5.3.3 is hereby amended to read as follows:

5.106.5.3.3  EV charging space and charging station calculation [N].

Table 5.106.5.3.3 shall be used to determine if single or multiple charging-space requirements apply for the number of required EV charging spaces capable of supporting future installation of EVSE and EVCS. Calculations for the required number of EV charging spaces and EVCS shall be rounded up to the nearest whole number. Required EVSE/EVCS shall be Level 2 or Level 3 (DC Fast Charge).

SECTION 12.  Table 5.106.5.3.3 is hereby amended to read as follows:

<table>
<thead>
<tr>
<th>TOTAL NUMBER OF ACTUAL PARKING SPACES</th>
<th>NUMBER OF REQUIRED EV SPACES</th>
<th>NUMBER OF REQUIRED EVCS</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-9</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>10-25</td>
<td>43</td>
<td>1</td>
</tr>
<tr>
<td>26-50</td>
<td>27</td>
<td>2</td>
</tr>
<tr>
<td>51-75</td>
<td>413</td>
<td>3</td>
</tr>
<tr>
<td>76-100</td>
<td>519</td>
<td>4</td>
</tr>
<tr>
<td>101-150</td>
<td>726</td>
<td>6</td>
</tr>
<tr>
<td>151-200</td>
<td>1038</td>
<td>8</td>
</tr>
<tr>
<td>201 and over</td>
<td>625 percent of total</td>
<td>5 percent of total</td>
</tr>
</tbody>
</table>
SECTION 13. Section 5.106.11 is hereby added to read as follows:

5.106.11 Cool roof for reduction of heat island effect.

Roofing materials shall comply with the solar reflectance and thermal emittance requirements of this Section.

Exceptions:

1. Roof repair.
2. Roof replacement when the roof area being replaced is equal to or less than fifty (50) percent of the total roof area.
3. Installation of building-integrated photovoltaics.
4. Additions resulting in less than 500 square feet of added roof area or less than fifty (50) percent of the total roof area, whichever is greater.
5. Roof construction that has a thermal mass over the roof membrane, including areas of vegetated (green) roofs, weighing at least 25 pounds per square foot.

5.106.11.1 Solar reflectance.

Roofing materials shall have a minimum 3-year aged solar reflectance equal to or greater than values specified in Table 5.106.11.

Solar reflectance values shall be based on the aged reflectance value of the roofing product or the equation in Section A5.106.11.2.1, if the CRRC testing for aged solar reflectance is not available.

5.106.11.2 Thermal emittance.

Roofing material shall have a CRRC initial or aged thermal emittance equal to or greater than the values specified in Table 5.106.11.
5.106.11.3. Solar reflectance index alternative.

Roofing material having an SRI equal to or greater than the values specified in Table 5.106.11 may be used as an alternative to compliance with the 3-year aged solar reflectance and thermal emittance values.

SRI values used to comply with this Section shall be calculated using the SRI Calculation Worksheet ("SRI-WS") developed by the California Energy Commission or in compliance with ASTM E1980-01, as specified in the current California Energy Code. Solar reflectance values used in the SRI-WS shall be based on the aged reflectance value of the roofing product or the equation in Section A5.106.11.2.1, if the CRRC-certified aged solar reflectance is not available. Certified thermal emittance used in the SRI-WS may be either the initial value or the aged value listed by the CRRC.

SECTION 14. Section 5.106.11 is hereby added to read as follows:

<table>
<thead>
<tr>
<th>TABLE 5.106.11</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROOF SLOPE</td>
</tr>
<tr>
<td>≤2:12</td>
</tr>
<tr>
<td>&gt;2:12</td>
</tr>
</tbody>
</table>

SECTION 15. Section 5.408 is hereby amended to read as follows:

5.408 CONSTRUCTION WASTE REDUCTION, DISPOSAL AND RECYCLING
5.408.1 Construction waste management.

Newly-constructed projects and additions and alterations to existing buildings shall recycle and/or salvage for reuse a minimum of sixty-five (65) percent of the non-hazardous construction and demolition waste debris in accordance with either Section 5.408.1.1, 5.408.1.2, or 5.408.1.3; or meet a local construction and demolition waste management ordinance, whichever is more stringent. Calculate the amount of materials diverted by weight or volume, but not by both.

... 

SECTION 16. Appendix A4 is hereby amended to read as follows:

APPENDIX A4

RESIDENTIAL VOLUNTARY MEASURES

Some of the measures contained in this appendix are not mandatory unless adopted by a city, county or city and county as specified in Section 101.7 and provide additional measures that are not to the extent indicated elsewhere in this Code. Designers, builders, and property owners may wish are encouraged to consider all of these measures during the planning, design, and construction process.

SECTION 17. Section A4.108.1 is hereby amended to read as follows:

A4.108.1 Innovative concepts and local environmental conditions.

The provisions of this Code are not intended to prevent the use of any alternate material, appliance, installation, device, arrangement, method, design, or method of construction not specifically prescribed by this Code. This Code does not limit the
authority of city, county, or city and county government to make necessary changes to
the provisions contained in this Code pursuant to Section 101.7.1.

SECTION 18. Section A4.306.1 is hereby amended to read as follows:

A4.306.1 Innovative concepts and local environmental conditions.

The provisions of this Code are not intended to prevent the use of any alternate
material, appliance, installation, device, arrangement, method, design, or method of
construction not specifically prescribed by this Code. This Code does not limit the
authority of city, county, or city and county government to make necessary changes to
the provisions contained in this Code pursuant to Section 101.7.1.

SECTION 19. Section A4.411.1 is hereby amended to read as follows:

A4.411.1 Innovative concepts and local environmental conditions.

The provisions of this Code are not intended to prevent the use of any alternate
material, appliance, installation, device, arrangement, method, design, or method of
construction not specifically prescribed by this Code. This Code does not limit the
authority of city, county, or city and county government to make necessary changes to
the provisions contained in this Code pursuant to Section 101.7.1.

SECTION 20. Section A4.509.1 is hereby amended to read as follows:

A4.509.1 Innovative concepts and local environmental conditions.

The provisions of this Code are not intended to prevent the use of any alternate
material, appliance, installation, device, arrangement, method, design, or method of
construction not specifically prescribed by this Code. This Code does not limit the
authority of city, county, or city and county government to make necessary changes to
the provisions contained in this code pursuant to Section 101.7.1.

SECTION 21. Section A4.601.1 is hereby amended to read as follows:

A4.601.1 Scope.

The measures contained in this appendix are not mandatory unless adopted by a
city, county, or city and county as specified in Section 101.7 except to the extent
indicated elsewhere in this Code. The provisions of this Section outline means of
achieving enhanced construction or reach levels by incorporating additional green
building measures. In order to meet one of the tier levels designers, builders or
property owners are required to incorporate additional green building measures
necessary to meet the threshold of each level.

SECTION 22. Section A4.601.2 is hereby amended to read as follows:

A4.601.2 Prerequisite measures.

Tier 1 and Tier 2 thresholds require compliance with the mandatory provisions of
this code and incorporation of the required prerequisite measures listed in
Section A4.601.4.2 for Tier 1 and A4.601.5.2 for Tier 2. Prerequisite measures are also
identified in the Residential Occupancies Application Checklist in Section A4.602.

As specified in Section 101.7, additional prerequisite measures may be included
by the enforcing agency to address specific local environmental conditions and may be
listed in the Innovative Concepts and Local Environmental Conditions portions of the
checklist.
SECTION 23. Section A4.602 is hereby amended to read as follows:

RESIDENTIAL OCCUPANCIES APPLICATION CHECKLIST

... 

1Green building measures listed in this table may be mandatory if adopted by a city, county, or city and county as specified in Section 101.7. Reserved.

... 

SECTION 24. Section A4.701.1 is hereby amended to read as follows:

A4.701.1 General.

The voluntary measures of this eCode are designed and promulgated to be adopted by reference and made mandatory by local ordinance pursuant to Section 404.7. Jurisdictions wishing to adopt the voluntary provisions of this eCode as an enforceable regulation governing structures and premises should ensure that certain factual information is included in the adopting ordinance and that the measures are appropriate and achievable and are considered to be suitable as mandatory by the city, county, or city and county. The following sample adoption ordinance addresses several key elements of a code adoption ordinance, including the information required for insertion into the such code text.

... 

SECTION 25. The Appendix A5 heading is hereby amended to read as follows:
APPENDIX A5
NON-RESIDENTIAL VOLUNTARY MEASURES

The measures contained in this appendix are not mandatory unless adopted by a city, county, or city and county as specified in Section 101.7 and provide additional measures that except to the extent indicated elsewhere in this Code, designers, builders and property owners may wish are encouraged to consider all of these measures during the planning, design, and construction process.

SECTION 26. Section A5.601.1 is hereby amended to read as follows:

A5.601.1 Scope.

The measures contained in this appendix are not mandatory unless adopted by local government as specified in Section 101.7 except to the extent indicated elsewhere in this Code. The provisions of this Section outline means of achieving enhanced construction or reach levels by incorporating additional green building measures for newly constructed nonresidential buildings as well as additions and alterations. In order to meet one of the tier levels designers, builders or property owners are required to incorporate additional green building measures necessary to meet the threshold of each level. Refer to the provisions in Section 301.3 for non-residential additions and alterations construction scope and application.

SECTION 27. The provisions of this ordinance contain various changes, modifications, and additions to the 2019 Edition of the California Green Building Standards Code. Some of these changes are administrative in nature in that they do
not constitute changes or modifications to requirements contained in the building standards published in the California Green Building Standards Code.

Pursuant to California Health and Safety Code sections 17958.5, 17958.7, and 18941.5, the Board of Supervisors hereby expressly finds that all of the changes and modifications to requirements contained in the building standards published in the California Green Building Standards Code contained in this ordinance that are not administrative in nature are reasonably necessary because of local climatic, geological, or topographical conditions in the County of Los Angeles, as set forth more particularly in the table below:

<table>
<thead>
<tr>
<th>CODE SECTION</th>
<th>CONDITION</th>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>301.1, 301.1.1</td>
<td>Climatic and Topographic</td>
<td>Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Expanding the scope of the mandatory requirements of this Code for all residential additions and alterations, and for residential buildings of seven stories or greater in height, will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, water, and material usage, and improved environmental air quality.</td>
</tr>
<tr>
<td>301.3, 301.3.3</td>
<td>Climatic and Topographic</td>
<td>Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Expanding the scope of the mandatory requirements of this Code for nonresidential buildings and residential buildings of seven stories or greater in height that are greater than or equal to 25,000 square feet in floor area will achieve a greater reduction in greenhouse gases, higher efficiencies of energy,</td>
</tr>
<tr>
<td>CODE SECTION</td>
<td>CONDITION</td>
<td>EXPLANATION</td>
</tr>
<tr>
<td>---------------------</td>
<td>--------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>4.106.4.1, 4.106.4.1.1, 4.106.4.2, 4.106.4.3, 4.106.4.3.1</td>
<td>Climatic</td>
<td>The County of Los Angeles is a densely populated area, with elevated levels of greenhouse gas emissions. The proposed modification to increase the number of EV charging spaces and stations will help to promote the use of electric vehicles and significantly reduce local air and noise pollution and greenhouse gas emissions, thereby improving the health of the County's residents, businesses and visitors.</td>
</tr>
<tr>
<td>4.106.5</td>
<td>Climatic and Topographic</td>
<td>The County of Los Angeles is a densely populated area having residential buildings constructed within a region where water is scarce and maintaining storm water runoff quality is required. The proposed low-impact development measures will allow greater conservation of rain water, increase in groundwater recharge, reduction of storm water runoff, and improvement in storm water runoff quality.</td>
</tr>
<tr>
<td>4.106.6, 4.106.6.1, 4.106.6.2, 4.106.6.3, Table 4.106.6(1), Table 4.106.6(2)</td>
<td>Climatic</td>
<td>Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Adding mandatory requirements for cool roofs for residential occupancies will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, and improved environmental air quality.</td>
</tr>
<tr>
<td>5.106.3</td>
<td>Climatic and Topographic</td>
<td>The County of Los Angeles is a densely populated area having buildings constructed within a region where water is scarce and maintaining storm water runoff quality is required. The proposed low-impact development measures will allow greater conservation of rain water, increase in groundwater recharge, reduction of storm water runoff, and improvement in storm water runoff quality.</td>
</tr>
<tr>
<td>Section</td>
<td>Type</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>-------------</td>
</tr>
<tr>
<td>5.106.5.3.3</td>
<td>Climatic</td>
<td>The County of Los Angeles is a densely populated area, with elevated levels of greenhouse gas emissions. The proposed modification to increase the number of EV charging spaces and stations will help to promote the use of electric vehicles and significantly reduce local air and noise pollution and greenhouse gas emissions, thereby improving the health of the County's residents, businesses and visitors.</td>
</tr>
<tr>
<td>5.106.11, 5.106.11.1, 5.106.11.2, 5.106.11.3, Table 5.106.11</td>
<td>Climatic</td>
<td>Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Adding mandatory requirements for cool roofs for nonresidential occupancies will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, and improved environmental air quality.</td>
</tr>
<tr>
<td>A5.601.1</td>
<td>Climatic and Topographic</td>
<td>Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Expanding the scope of the mandatory requirements of this Code for nonresidential buildings and residential buildings of seven stories or greater in height that are greater than or equal to 25,000 square feet in floor area will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, water, and material usage, and improved environmental air quality.</td>
</tr>
</tbody>
</table>

**SECTION 28.** This ordinance shall become operative on January 1, 2020.

[TITLE31BUILDINGCODE2019CSCC]
ANALYSIS

This ordinance repeals those provisions of Title 33 – Existing Building Code – of the Los Angeles County Code, that incorporated by reference portions of the 2016 California Existing Building Code, and replaces them with provisions incorporating by reference portions of the 2019 California Existing Building Code, published by the California Building Standards Commission, with certain changes and modifications. Unless deleted or modified herein, the previously-enacted provisions of Title 33 continue in effect.

State law requires that the County's Existing Building Code impose the same requirements as are contained in the building standards published in the most recent edition of the California Existing Building Code except for changes or modifications deemed reasonably necessary by the County because of local climatic, geological, or topographical conditions.

The changes and modifications to requirements contained in the building standards published in the 2019 California Existing Building Code that are contained in this ordinance are based upon express findings, contained in the ordinance, that such changes are reasonably necessary due to local climatic, geological, or topographical conditions. This ordinance also makes certain modifications to the administrative portions of Title 33, and incorporates by reference certain administrative provisions contained in Title 26 – Building Code – of the Los Angeles County Code.

MARY C. WICKHAM
County Counsel

By

CAROLE B. SUZUKI
Senior Deputy County Counsel
Public Works Division

CBS:Im

Requested: 07/23/19
Revised: 10/01/19

HOA.102603147.1
ORDINANCE NO. ____________


The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapters 2 through 4, 15 and 16, and Appendix A, Chapters A1, A3, A4, and A6, which incorporate by reference, and modify, portions of the 2016 California Existing Building Code, are hereby repealed.

SECTION 2. Chapter 1 is hereby amended to read as follows:

100 ADOPTION BY REFERENCE

Except as hereinafter changed or modified, Sections 102 through 119 of Chapter 1 of Title 26 of the Los Angeles County Code are adopted and incorporated by reference into this Title 33 as if fully set forth below, and shall be known as Sections 102 through 119 of Chapter 1 of Title 33 of the Los Angeles County Code.

Except as hereinafter changed or modified, Chapters 2 through 4, 15 and 16, and Appendix A, Chapters A1, A3, A4, and A65 of that certain code known and designated as the 2016/2019 California Existing Building Code, as published by the California Building Standards Commission, are adopted and incorporated by reference into this Title 33, as if fully set forth below, and shall be known as Chapters 2 through 4, 15 and 16, and Appendix A, Chapters A1, A3, A4, and A65 of Title 33 of the Los Angeles County Code.
A copy of the 2019 California Existing Building Code shall be at all times maintained by the Building Official for use and examination by the public.

...  

101.3 **Scope.** The provisions of this Code shall apply to the repair, alteration, change of occupancy and relocation of, and to the addition to, any existing building or structure within the unincorporated territory of the County of Los Angeles and to such work or use by the County of Los Angeles in any incorporated city.

**Exception:** Detached one- and two-family dwellings, lodging houses, live/work units, townhouses not more than three stories above grade plane in height with a separate means of egress, and their accessory structures which are not more than three stories above grade plane in height, may be designed and constructed in accordance with the Residential Code or the Building Code, but not both, unless the proposed structure(s) or element(s) exceed the design limitations established in the Residential Code, and the code user is specifically directed by the Residential Code to use the Building Code.

**SECTION 3.** Section 302.7 is hereby added to read as follows:

**302.7 Parapets and appendages.**

302.7.1 **General compliance.** Whenever the Building Official determines by inspection that, as a result of inadequate construction or bracing to resist horizontal forces, an existing parapet or appendage attached to and supported by an exterior wall of a building is likely to become a hazard to life or property in the event of earthquake disturbance, and such parapet or appendage is not an immediate hazard or
danger, as described in Section 102, the Building Official may provide the owner of the building or other person or agent in control of the building, where such parapet or other appendage exists, with a written notice specifying the hazards and the inadequacies of the construction or bracing. The owner of the building or other person or agent in control of the building shall, within 12 months from the date of such written notice, eliminate the hazard as set forth below. Any person receiving notice as set out in this Section may appeal, in the manner provided by Section 102.4, to the Building Board of Appeals.

302.7.2 Wall anchor. The parapet or appendage shall be removed and the remainder of the wall shall be anchored at the roof line, or it shall be reconstructed so that it will conform structurally as near as it is practicable to do so with the requirements of Chapter 16 of the Building Code, or it shall be otherwise braced and strengthened in a manner satisfactory to the Building Official, so that it will resist a reasonable degree of horizontal forces without becoming dislodged with danger of falling.

302.7.3 Inspection of existing condition. Where, in the opinion of the Building Official, it is necessary to open a portion of roof, wall, or ceiling of a building in order to determine the structural condition of any parapet or appendage, the Building Official may order the owner to make such opening, and the owner shall comply with said order at the owner's sole cost and expense.
SECTION 4. Section 302.8 is hereby added to read as follows:

302.8 Existing glass. Whenever the Building Official determines by inspection that an existing glass installation, in rooms having an occupant load of more than 100 persons or a means of egress serving an occupant load of more than 100 persons, as determined by Chapter 10 of the Building Code, is likely to become a hazard in the event of accidental human impact, as described in Section 2406.4 of the Building Code, and such installation does not comply with the provisions for glazing in such locations, the Building Official may provide the owner of the building or other person or agent in control of the building where such glazing exists with a written notice of such condition. The owner of the building or other person or agent in control of the building shall, within 90 days after receiving said notice, replace such glass or otherwise cause the installation to conform to the requirements of the Building Code.

SECTION 5. Section A401.2 is hereby amended to read as follows:

A401.2 Scope. The provisions of this Chapter shall apply to all may be used for voluntary seismic improvements to existing Occupancy Group R-1 and R-2 buildings of wood construction or portions thereof where the structure has a soft, weak, or open-front wall line, and there exists one or more stories above.

SECTION 6. Section A403.1 is hereby amended to read as follows:
[BS] A403.1 General. All modifications required by the provisions in this chapter shall be designed in accordance with the California Building Code provisions for new construction, except as modified by this chapter.

Exception: Buildings for which the prescriptive measures provided in Section A404 apply and are used.

No alteration of the existing lateral force-resisting system or vertical load-carrying system shall reduce the strength or stiffness of the existing structure, unless the altered structure would remain in conformance to the Building Code and this chapter.

SECTION 7. Section A404.1 is hereby amended to read as follows:

[BS] A404.1 Limitation. These prescriptive measures shall apply only to two-story buildings and only when deemed appropriate by the building official. These prescriptive measures rely on rotation of the second floor diaphragm to distribute the seismic load between the side and rear walls of the ground floor open area. In the absence of an existing floor diaphragm of wood structural panel or diagonal sheathing, a new wood structural panel diaphragm of minimum thickness of 3/8 inch (19.1 mm) and with 10d common nails at 6 inches (152 mm) on center shall be applied. A California licensed architect or engineer shall demonstrate compliance with the requirements of Section A404.1 and shall approve and stamp the construction documents.

...
SECTION 8. Section A405.1 is hereby amended to read as follows:

[BS] A405.1 New materials. New materials shall meet the requirements of the California Building Code, except where allowed by this Chapter.

SECTION 9. Section A407.1 is hereby amended to read as follows:

[BS] A407.1 Structural observation, testing and inspection.

Structural observation, in accordance with Section 47091704.6 of the California Building Code, shall be required for all structures in which seismic retrofit is being performed in accordance with this Chapter. Structural observation shall include visual observation of work for conformance to the approved construction documents and confirmation of existing conditions assumed during design.

Structural testing and inspection for new construction materials shall be in accordance with the Building Code, except as modified by this Chapter.

SECTION 10. The provisions of this ordinance contain various changes, modifications, and additions to the 2019 Edition of the California Existing Building Code. Some of these changes are administrative in nature in that they do not constitute changes or modifications to requirements contained in the building standards published in the California Existing Building Code.

Pursuant to California Health and Safety Code sections 17958.5, 17958.7, and 18941.5, the Board of Supervisors hereby expressly finds that all of the changes and modifications to requirements contained in the building standards published in the California Existing Building Code contained in this ordinance that are not administrative in nature are reasonably necessary because of local climatic, geological, or
topographical conditions in the County of Los Angeles, as set forth more particularly in the table below:

<table>
<thead>
<tr>
<th>CODE SECTION</th>
<th>CONDITION</th>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>302.7.1 to 302.7.3</td>
<td>Geologic</td>
<td>The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of the amendments is to prevent inadequate construction or bracing to increase resistance to horizontal forces, thus minimizing hazards to life or property in the event of an earthquake.</td>
</tr>
<tr>
<td>302.8</td>
<td>Geologic</td>
<td>The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of the amendment is to minimize injuries caused by shattering glass in the event of an earthquake.</td>
</tr>
</tbody>
</table>

SECTION 11. This ordinance shall become operative on January 1, 2020.

[TITLE33BUILDINGCODE2019CSCC]
CITY OF CUDAHY
5220 SANTA ANA STREET
BELL, CA 90201

Account Number: 5007693
Ad Order Number: 0011352937
Customer’s Reference
/ PO Number:

Publication: Long Beach Press-Telegram
Publication Dates: 01/11/2020

Total Amount: $566.64
Payment Amount: $0.00
Amount Due: $566.64
PLEASE TAKE NOTICE that the City Council of the City of Cudahy, California, shall conduct a public hearing in the City of Cudahy's City Council Chambers on January 21, 2020 commencing at 6:30 p.m. to consider the following matters:

"ADOPTION OF PROPOSED URGENCY ORDIANCE AND AMENDING CHAPTERS 15.04 THROUGH 15.34 THE CUDAHY MUNICIPAL CODE TO ADOPT THE 2019 LOS ANGELES COUNTY TITLE 26, 27, 28, 29, 30, 31 AND 33 2019 LOS ANGELES COUNTY AMENDMENTS TO THE 2019 EDITION OF THE CALIFORNIA BUILDING CODES INCLUDING THE BUILDING, RESIDENTIAL, PLUMBING, MECHANICAL, ELECTRICAL, GREEN BUILDING STANDARDS AND EXISTING BUILDING CODES"

The public hearing shall be conducted by the City Council as follows:

Date: January 21, 2020
Time: 6:30 PM
Place: City Council Chambers
5240 Santa Ana Street
Cudahy, CA 90201

Interested persons may contact the Building Division at (323) 773-5143 to obtain further information regarding the public hearing as hereby scheduled. Interested persons may submit written or oral objections to the proposed Ordinance at any time prior to the public hearing to the Assistant City Clerk of the City of Cudahy, either in electronic form addressed to Salvador Lopez Jr. or by personal delivery or by United States Mail addressed to Assistant City Clerk
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

Interested persons may also appear at the time of the public hearing and present comments and testimony to the City Council.

Richard Iglesias
Assistant City Clerk
Date Posted: January 10, 2020

Pub Jan 11, 2020(1t)PT(11352937)
PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the Long Beach Press-Telegram, a newspaper of general circulation, printed and published daily in the City of Long Beach, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, on the date of March 21, 1934, Case Number 370512. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

01/11/2020

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Long Beach, LA Co. California, this 15th day of January, 2020.

[Signature]

The Long Beach Press-Telegram, a newspaper of general circulation, is delivered to and available in but not limited to the following cities:
Long Beach, Lakewood, Bellflower, Cerritos, Downey, Norwalk, Artesia, Paramount, Wilmington, Compton, South Gate, Los Alamitos, Seal Beach, Cypress, La Palma, Lynwood, San Pedro, Hawaiian

CITY OF CUDAHY
NOTICE OF PUBLIC HEARING
TO ALL INTERESTED PERSONS

PLEASE TAKE NOTICE that the City Council of the City of Cudahy, California, shall conduct a public hearing in the City of Cudahy’s City Council Chambers on January 21, 2020 commencing at 6:30 p.m. to consider the following matters:


The public hearing shall be conducted by the City Council as follows:

Date: January 21, 2020
Time: 6:30 PM
Place: City Council Chambers
5220 Santa Ana Street
Cudahy, CA 90201

Interested persons may contact the Building Division at (323) 773-5143 to obtain further information regarding the public hearing as hereby scheduled. Interested persons may submit written or oral objections to the proposed Ordinance at any time prior to the public hearing to the Assistant City Clerk of the City of Cudahy, either in electronic form addressed to Salvador Lopez Jr. or by personal delivery or by United States Mail addressed to

Assistant City Clerk
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

Interested persons may also appear at the time of the public hearing and present comments and testimony to the City Council.

Richard Iglesias
Assistant City Clerk
Date Posted: January 10, 2020
Pub Jan 11, 2020 (11) PT (11352937)
STAFF REPORT

Date: January 21, 2020
To: Honorable Mayor/Chair and City Council/Agency Members
From: Santor Nishizaki, Acting City Manager/Executive Director
Subject: Approval of Professional Services Agreement (PSA) with Global Urban Strategies, Inc. For Public Relations and Community Outreach Services

RECOMMENDATION

The City Council is requested to Award a Professional Services Agreement (PSA) to Global Urban Strategies, Inc. for Public Relations and Community Outreach Services for a three year term and a not-to-exceed three year amount of $249,000.

BACKGROUND

1. On May 4, 2019, City Council attended a special meeting finalizing its strategic planning sessions. One of the directions resulting from that session was prioritizing public relations and community outreach in the City.

2. On June 18, 2019, City staff approved a summary report for the draft two-year strategic plan. At the same meeting, Council approved the FY 19-20 Budget that allocated funding for Public Relations and Community Outreach. Additionally, City Council identified that this item be a priority one task, directing city staff to issue an RFP for Public Relations and Community Outreach as a year one objective.

3. On September 16, 2019, City staff published an RFP for Public Relations and Community Outreach. The City gave prospective bidders one month to submit a proposal, closing October 17, 2019.

4. On October 31, 2019, City staff evaluated a total of four submitted proposals. The top two proposals were invited to the oral interview phase.
5. On November 13, 2019, a panel of three staff members interviewed the top two ranked consultants.

6. On November 21, 2019, staff internally evaluated both bidders on the initial proposal evaluation and oral interview evaluation. Global Urban Strategies, Inc. was the highest evaluated bidder.

**ANALYSIS**

Following the approval of the strategic plan report on June 2019, the City Council outlined specific objectives it would like to see met in the next two years. A high emphasis was placed on increasing resident awareness to the various events and resources the City provides, building and solidifying partnerships with various groups and organizations, identifying partners to offset costs for special events, conducting a community communications analysis, and developing an outreach strategy that is uniquely curtailed to the City. Those objectives were grouped on both the Outreach and Community Services component of the two-year strategic plan.

Upon further analysis and direction from City Council, it was concluded that a substantial number of the objectives outlined in the Outreach and Community Services component of the strategic plan would be met by partnering with a public relations and community outreach consultant. The objectives that would be met with the hiring of a consultant would be as follows:

<table>
<thead>
<tr>
<th>Outreach Objectives</th>
<th>Community Services Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>1O – Social Media Advertisements</td>
<td>3CS – Support Students</td>
</tr>
<tr>
<td>3O – Text Message Promotions</td>
<td>4CS – Tech Academy</td>
</tr>
<tr>
<td>4O – Email List</td>
<td>5CS – STEAM</td>
</tr>
<tr>
<td>5O – Promotion</td>
<td>7CS – Education Support</td>
</tr>
<tr>
<td>7O – TV Updates</td>
<td>9CS – Cudahy Residents</td>
</tr>
<tr>
<td>8O – Communication Strategy</td>
<td>10CS – Youth Programs</td>
</tr>
<tr>
<td>9O – Hire Consultant</td>
<td>11CS – Engagement</td>
</tr>
<tr>
<td>-</td>
<td>12CS – Survey Residents</td>
</tr>
<tr>
<td>-</td>
<td>13CS – Satisfaction Measurement Metrics</td>
</tr>
</tbody>
</table>

Partnering with a consultant would complete a sizeable number of objectives in the strategic plan while simultaneously alleviating said duties from city staff.
Global Urban Strategies would work in assessing the City residents’ needs by conducting a communications analysis, developing a public relations and community outreach plan, and contributing in successfully implementing the plan through its resources that includes but is not limited to the following: content creation, video production and editing, canvassing, identifying grant opportunities, etc. (Scope of work found on Attachment D). A recurring concern from city residents is the lack of knowledge of city services and resources. Therefore, Global Urban Strategies would be a pivotal contributor in engaging with residents, and serving as a liaison between the City and the community.

Moreover, another priority from City Council is to develop a succession plan to eventually have an in-house community outreach team. Part of the three year plan proposed by Global Urban Strategies includes creating a transition plan, where designated city staff would receive the professional and leadership training required to continue with community engagement and public relations projects at the conclusion of the three years, ensuring a seamless transition when the agreement expires.

The City received a total of four proposals during the RFP process:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bid Amount (per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Icon Communications</td>
<td>$48,000</td>
</tr>
<tr>
<td>PDM Film Studios</td>
<td>$60,000</td>
</tr>
<tr>
<td>Global Urban Strategies Inc.</td>
<td>$83,000</td>
</tr>
<tr>
<td>MIG</td>
<td>$172,640</td>
</tr>
<tr>
<td>BBPR, Inc.</td>
<td>$339,840</td>
</tr>
</tbody>
</table>

Although not the lowest bidder, the City’s internal evaluation panel concluded that Global Urban Strategies provided a broader range in scope of services that made the firm the most cost-effective bidder. Furthermore, the services the company provides directly addresses all the aforementioned objectives in the outreach and community services component of the strategic plan. The bid review evaluation sheet can be seen in attachment C of this staff report.

Global Urban Strategies is a firm founded in 2015, with a team that totals a combined 60 years of experience. The firm has worked with numerous organizations in both the public and private sector including LAUSD, Los Angeles County, Kaiser Permanente, and cities such as Bell Gardens, Hawaiian Gardens, Baldwin Park, and La Puente in various public relations, marketing, and funding capacities. A more detailed account of experiences and past work can be seen in the firm’s proposal found on Attachment B.
CONCLUSION

In order to meet the objectives outlined in the two year strategic plan that was approved by Council last June, The City Council is requested to award a Professional Services Agreement (PSA) to Global Urban Strategies, Inc. for Public Relations and Community Outreach Services for a three year term.

FINANCIAL IMPACT

The cost for awarding this contract would be an annual not to exceed cost of $83,000, with a total not to exceed contract amount of $249,000 over three years. The annual rate is all inclusive to all services and resources the firm provides.

ATTACHMENTS

A. Public Relations and Community Outreach RFP
B. Bid Proposals
C. Public Relations and Community Outreach Evaluation Sheet
D. Public Service Agreement with Exhibits
REQUEST FOR PROPOSALS

TO PROVIDE

Public Relations and Community Outreach Services

TO THE

CITY OF CUDAHY
IMPORTANT DATES

RFP ISSUED                                             September 16, 2019

DEADLINE TO SUBMIT QUESTIONS                           October 2, 2019

PROPOSAL DUE DATE                                      October 17, 2019
                                                      at 5:00 PM

PROPOSALS ARE EVALUATED                                October 31, 2019

NOTIFICATION OF TOP RANKED                             November 6, 2019
CONSULTANTS FOR ORAL INTERVIEW (If applicable)

EVALUATION COMMITTEE INTERVIEWS OF TOP RANKED
CONSULTANTS (If applicable)                           November 13, 2019

NOTIFICATION TO PREFERRED                             November 20, 2019
CONSULTANT
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City of Cudahy
5220 Santa Ana, Cudahy, California 90201
(323) 773-5143  Fax (323) 771-2072

September 17, 2019
Public Relations and Community Outreach Services

I.  INTRODUCTION

The City of Cudahy (“City”) is requesting proposals for Public Relations and Community Outreach Services managed by the City Manager’s Office and various departments as directed by the City Manager’s Office. The selected firm will provide routine management of the City’s website, social media accounts, print publications, public relations, message development and dissemination, and event communication as well as long term project management relating to community outreach, brand / identity development, and coordinating multi phased communication campaigns. The scope of work, proposal format, submittal guidelines, and evaluation and selection process are described in this Request for Proposal (“RFP”)

II.  BACKGROUND

Cudahy is located in Southeast Los Angeles County, next to the L.A. River. The City was incorporated on November 10, 1960 and named after its founder, meat-packing baron Michael Cudahy, who purchased the land known as Rancho San Antonio in 1908 for development. Cudahy is a predominantly Hispanic community, approximately 1.1 square miles with a current population of 23,805. The City is a General Law City and operates under the Council-Manager form of government.

It is anticipated that the consultant will enter into a professional services agreement with the City of Cudahy. The length of the agreement will be for a three-year term with an option to extend for two one-year terms.

The City has the following active social media accounts:

<table>
<thead>
<tr>
<th>Account</th>
<th>Manager(s)</th>
<th>Number of Likes/Followers</th>
<th>Link</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facebook – @CityofCudahy</td>
<td>Various Departments</td>
<td>1095 Likes 1147 Follows</td>
<td><a href="https://www.facebook.com/CityofCudahy/">https://www.facebook.com/CityofCudahy/</a></td>
</tr>
<tr>
<td>Twitter - @CityOfCudahyCA</td>
<td>Various Departments</td>
<td>161 Followers</td>
<td><a href="https://twitter.com/cityofcudahyca?lang=en">https://twitter.com/cityofcudahyca?lang=en</a></td>
</tr>
<tr>
<td>Instagram - @CityofCudahy</td>
<td>Various Departments</td>
<td>223 Followers</td>
<td><a href="https://www.instagram.com/cityofcudahyca/">https://www.instagram.com/cityofcudahyca/</a></td>
</tr>
</tbody>
</table>
III. **SCOPE OF WORK**

The following shall act only as a preliminary Scope of Services to generally communicate the City’s expectations. Firms should identify any additional services required to meet City’s expectations, price them, and explain them in their response.

**Account Management**

- Execute a weekly strategy discussion with designated City contact(s) by phone or any other reasonable means of communication.
- Monitor local and national publications and online alerts for stories about Cudahy.
- Monitor and report on communications metrics on a monthly basis. Metrics may include, but are not limited to the following: hits per page; most visited page, total views; total time spent on website; bait clicking; and other performance measures as determined.
- Develop and manage a 12-month calendar for City-wide communications and outreach plan.
- Provide leadership and direction for the implementation and maintenance of a citywide strategic communication plan that keeps the public and the workforce highly informed, engages the public in local government, and manages media relations.
- Manage and monitor the use of all forms of communication including social media platforms, the city’s media channels, print materials, and other communication methods that are available or might become available in the future.
- Provide recommendations and/or strategies as deemed appropriate to enhance the City's image, messaging and brand identity.
- Concept development, including quality graphic design.
- Develop original copy (text), copywriting and editing in both English and Spanish.
- Manage a monthly digital news platform to educate and advise subscribers on City issues, meetings, events, programs, services and/or projects on a monthly basis.
- Work with city partners and influencers to gather news about Cudahy for distribution via social media, e-news platform and/or City website.
- Manage the City emergency communications platform, Nixle/Everbridge to inform residents about road closures and other public safety issues.

**Public Relations**

- Enhance the City’s public media outlets; to include, providing strategic support for communications projects, initiatives, and campaigns designed to advance the City's vision, mission, image and branding.
- Create messaging to drive interaction and build excitement through sharing relevant content and providing opportunities to interact with the programs/services in English and Spanish. Draft and edit news releases, media
advisories, informational material and distribute to designated media outlets upon direction and approval by the City Manager or designee.

- Develop public relations strategies to raise public and community awareness of City matters upon direction and approval by the City Manager or designee.
- Tracking and responding to stories, events, crisis, in the media that may benefit the City from a response on behalf of the City, upon direction and approval by the City Manager or designee.
- Develop, draft, and disseminate press releases on behalf of the City as approved by the City Manager or designee.

Social Media

- Develop a concrete social media strategy using the following social media platforms: Facebook, Twitter, LinkedIn and Instagram.
- Provide day-to-day management of social media channels, including monitoring, content creation, community engagement and advising on additional initiatives for effective communications.
- Provide City staff with guidance on email marketing best practices and emails as a key source for social media content. Identify appropriate imagery to use, where possible to aid the work impact and reach of social media posts.
- Build messaging that can be used in various channels including social media and paid traditional media to geo-target key audiences through timely/relevant channels to drive awareness, create an emotional connection and educate on key actions, and drive traffic to the website.

Multi-Media

- Produce one to three monthly videos in English and Spanish, ranging between 30-60 seconds, that addresses a community issue, public information explanation, or event promotion. Assist City Staff in adding videos to its social media channels and other relevant media platforms.

Additionally, in 2019, the City will celebrate its 60th year anniversary. The consultant who is awarded this contract will develop, implement, and manage an outreach and communications campaign that will include but not be limited to the following:

- Create or coordinate in creating a commemorative 60th anniversary City logo;
- Develop a public relations strategy to raise public and community awareness on the City's 60th year anniversary, and coordinate with City staff to successfully implement the strategy;
- Coordinate with City staff to schedule special events and promotions that stirs public excitement for the 60th year anniversary.
IV. PROPOSAL SCHEDULE

RFP ISSUED September 17, 2019
DEADLINE TO SUBMIT QUESTIONS October 2, 2019

PROPOSAL DUE DATE October 17, 2019
at 5:00 PM

PROPOSALS ARE EVALUATED October 31, 2019

NOTIFICATION OF TOP RANKED CONSULTANTS FOR
ORAL INTERVIEW (If applicable) November 6, 2019

EVALUATION COMMITTEE INTERVIEWS OF TOP
RANKED CONSULTANTS (If applicable) November 13, 2019

NOTIFICATION TO PREFERRED CONSULTANT November 20, 2019

V. GENERAL INFORMATION

The City seeks proposals from outside firms to provide project management and design services for CIP and CDBG projects (“Project”). The City will select one qualifying firm to provide the services as defined in the Scope of Services section of this RFP.

A. Period of Performance – The City desires to award a contract with a term of three (3) years and with the ability to extend the term of the agreement for a maximum of two (2) one-year extensions in the sole and absolute discretion of the City based on a multiplicity of factors, including but not limited to performance. City also requires that any agreement be structured in a manner so as to permit City to terminate the agreement prior to the expiration of the three-year initial term or any extension term to respond to changing economic conditions, changes in the law and/or judicial interpretations of the law which may impact the City’s ability to contract-out such services.

B. Proposal Validity – The Proposer’s pricing shall be valid for a minimum of 90 days.

C. Request for Information – Questions regarding this RFP are for clarification purposes only and are to be directed by e-mail to: Jose Pulido, City Manager, at jpulido@cityofcudahyca.gov. The deadline to submit questions will be October 2, 2019.

D. Submission Deadline – Proposals must be received, in a sealed envelope with the words “Request for Proposal – Community Outreach Services” clearly labeled along with the name and address of the firm, by the Office of
the City Clerk by 5:00 pm on October 17, 2019. The submitted packet shall include three (3) copies of the proposal.

E. **Late Submittals** – It is strongly recommended that proposals be delivered in-person or via personal courier by or before the submission deadline. Proposals received after the specified submission deadline will be disqualified and not considered. Proposals postmarked prior to the applicable deadline date but received after the deadline will also be disqualified and not considered. Proposers are responsible to ensure the timely submission of their proposal. Proposals may not be submitted by via facsimile or electronic mail.

F. **Withdrawal or Modifications** – A proposal may be withdrawn or changed by a written and signed request by the firm prior to the final deadline. If firms do not make this request before the final deadline, the firm shall be obligated to fulfill the terms of their proposal as submitted. In the event a proposer seeks to withdraw and modify a proposal, the modified proposal must be submitted before the applicable submission deadline.

G. **Addenda** – In the event that any portion of this RFP is changed, the City will provide addenda via fax or e-mail to all firms who have received an RFP. The signed addenda must be included with the RFP submittal. Submittals received without the applicable addenda may be rejected as incomplete.

H. **Responsiveness** – All submittals will be reviewed by the City to determine compliance with all requirements and instructions as specified in the RFP. Firms are notified that failure to comply with any part of the RFP may result in the rejection of the submittal as non-responsive.

The City also reserves the right, at its sole and absolute discretion to waive minor administrative irregularities or errors.

I. **Costs** – The City will not be liable for any costs incurred by the Proposer in preparing and responding to this RFP. The Proposer shall not include any pre-contractual expenses as part of the proposed cost.

J. **Legal Authorization** – All forms and documentation included in this RFP must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship with the City.

K. **Conflict of Interest** – Proposer is required to issue a brief statement disclosing potentially conflicting interests including:

   a. Any litigation involving the Proposer or the Proposer’s personnel which is adverse to the City; and
b. Consulting services currently being provided or provided within the last four years to any person, corporation, partnership, or other entity that made application to the City for a discretionary land use entitlement or City project.

L. **Rejection of Submittals** – The City reserves the right at its sole discretion to reject any and all submittals received without penalty as result of this RFP.

a. A proposal may be immediately rejected if:

i. It contains misrepresentative or misleading information;

ii. It is received at any time after the exact date and time set for receipt of proposals;

iii. It does not meet the required specifications or terms and conditions as prescribed;

iv. It is not prepared in the format outlined in this RFP;

v. It is signed by an individual not authorized to represent the Proposer;

vi. Proposer is involved in outstanding litigation that could impinge on its ability to complete the responsibilities and obligations of the proposal;

vii. Any other reason in the City’s sole and absolute discretion.

M. **No Guarantee of Contract** – No guarantee is made that any contract will be awarded in response to this RFP.

N. **Insurance Coverage** – If a Proposer is selected, all insurance documentation will be provided to the City prior to the execution of a contract at the expense of the Proposer. All insurance requirements are included as a provision of the contract.

O. **Sub-consultants** – Proposer shall identify any sub-consultants and describe the responsibilities that will be assigned to them. The same level of references and background information required for Proposers shall be required of sub-consultants.

P. **Acceptance of Conditions** – Proposer shall include a statement offering the acceptance of all conditions listed in the RFP document (including, but not limited to, all the conditions reflected in the sample Professional Services Agreement) which shall be submitted with the proposal.
Q. **Public Record** – All proposals submitted in response to this RFP will become the property of the City upon submission and a matter of public record pursuant to applicable law. City reserves the right to make copies of all proposals available for inspection and copying by interested members of the public as records of the City and City shall be under no obligation to the Proposer to withhold such records. In so far as a proposal contains information that the Proposer regards as proprietary and confidential, it shall be the responsibility of the Proposer (and not the City) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It shall be insufficient for the Proposer to merely identify the entire proposal or an entire page or set of pages of proprietary. With respect to information deemed proprietary, the procedures set forth under subsection (T) below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a proposal shall not constitute proprietary information nor shall any information readily available to the general public or any other information not regarded as proprietary and confidential under federal or state law.

R. **Right to Request Additional Information** – During the evaluation process the City reserves the right, where it may serve the City’s best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

S. **Additional Services** – The Scope of Work describes the minimum baseline level of services required for the services contemplated under this RFP, however, cost-effective proposals that exceed the minimum levels of service are welcome. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City to account for the performance of services that exceed the baseline level called for under this RFP.

T. **Confidential Information** - City reserves the right to make copies of a Proposer’s proposal available for inspection and copying by members of the public, (including proposals which may contain information the Proposer regards as proprietary in nature), unless the City’s legal counsel determines that the information which the Proposer regards as proprietary may be withheld pursuant to applicable provisions of the California Public Records Act (Govt. Code Section 6250 et seq.) or other applicable state or federal law. In the event City proposes to disclose records containing information the Proposer has specifically identified as being proprietary and confidential, City shall notify the Proposer in writing of its intent to release such information and the Proposer shall have five (5) working
days after City’s issuance of its notice to give City written notice of Proposer’s objection to the City’s release of proprietary information. City will not release the proprietary information after receipt of the objection notice from the Proposer unless: (i) the objection notice is not received by the City until after the close of business on the 5th day following City’s issuance of the notice of intent to disclose; (iii) ordered to release the information by a court of competent jurisdiction; or (iii) the Proposer’s objection notice fails to include a fully executed indemnification agreement wherein the Proposer agrees indemnify, defend and hold harmless the City, and its elected and appointed officials, officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorneys’ fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the Proposer wishes to withhold. Again, the Proposer must specifically identify the information it deems proprietary.

VI. TERMS AND CONDITIONS

A. Certification
By submitting a proposal, Proposer certifies that it has fully read and understands this RFP and has full knowledge of the nature, scope and scale of services and tasks that are to be performed under this RFP. Proposer also certifies that its proposal was prepared without prior understanding, agreement or connection with any other Proposer submitting a proposal from this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all Proposers.

B. Reserving Rights
The City reserves the right to reject any and all proposals received as a result of this RFP. City’s potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the lowest cost proposal. If a contract is awarded, it will be awarded to the proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, technological innovation, price, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal is best for the City.

C. Assignment and Guarantee
No assignment by the Proposer of the contract or any part thereof, or of funds to be received hereunder, is binding unless the City has given written consent before such assignment. There is also no guarantee of a minimal amount of work or compensation for any Proposer selected for contract negotiations.

D. Financial Responsibility for Proposal Costs
The City accepts no financial responsibility for any costs incurred by the Proposer in responding to this RFP. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the Proposer.

E. Clarification
Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments should be emailed to Richard Iglesias, City Clerk, at cityclerk@cityofcudahyca.gov. The City shall not be responsible for, nor be bound by, any oral instructions, interpretations or explanations issued by the City.

F. Discrimination
The Proposer and all subcontractors must not discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

G. Indemnification
Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City, its employees and agents from any liability of any nature or kind in regard to the preparation or presentation of a proposal in response to this RFP.

H. Gratuity Prohibition
Proposer shall not offer any gratuities, favors or anything of monetary value to any official, employee or agent of the City for the purpose of influencing consideration of this proposal.

VII. PROPOSAL CONTENT

The RFP must provide information in the same order as presented in this document.

A. General Overview/Cover Letter – Introduction of the firm including a general description of the firm’s qualifications and experience, with emphasis on previous projects similar to the one proposed here. Along with introductory remarks, the proposal shall include the following information:

a. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity with which contract would be written.
b. Name, title, address, e-mail address, and telephone number of each principal officer.

c. Legal status of the firm (partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.

d. Documentation on the financial status of the firm to ensure the firm will continue in business through the contract period and finance the costs of adequate personnel and other support requirements.

B. Organizational Information – Proposer will include an organizational chart, resumes, and certifications for the firm that clearly demonstrates their abilities, skill level, and experience to accomplish the required tasks.

C. Previous Experience – Proposer will provide a minimum of five (5) examples of comparable work in the last five years which best demonstrates the qualifications and ability of the proposed team to accomplish the work as outlined in the Scope of Services section of this RFP. A minimum of three (3) references and maximum of five (5) references shall be provided. Information submitted shall include the name of the client with current address, telephone number, e-mail address, and contact person for each reference. The City reserves the right to contact any of the listed references at any time and make any other reasonable investigation into the consultant’s background and experience.

D. Procedures and Methodology – The Proposer should demonstrate their understanding of the needs of the City and the objectives of the work proposed. Proposal shall provide a detailed description of the firm’s proposed approach demonstrating how the objectives will be accomplished as outlined in the Scope of Work.

E. Proposed Staffing and Project Team - This section should establish qualifications and experience of staff that will be assigned to this City. Also, identify key personnel to be assigned and their qualifications and experience (detailed).

F. Other Information to Include
   • Education, experience, applicable professional credentials of project staff that will be assigned to City
   • Provide the identity of key personnel proposed: person’s name, current location, proposed position, current assignment, level of commitment, and how long each person has been with the firm
   • A statement that key personnel will be available for the duration of the scope of services and acknowledgement that no person designated as key personnel shall be removed or replaced without the prior written notification to the City.
• It is important that key personnel proposed have the background, experience and qualifications to properly perform the work detailed in the scope of services

G. **Insurance** - Provide a copy of the firm’s current insurance certificates.

H. **Fee** - Proposal Sheet with hourly rates of all staff levels anticipated to match the scope of services. Scope of Services broken into task and work to be completed as part of each task including a timeline.

I. **Compensation Plan** – Consultant shall perform the various services and tasks set forth in the Scope of Work in accordance with the work schedule which will be mutually determined for each project between the Consultant and City staff. Compensation will be paid to the consultant in monthly increments as the Work is completed.

J. **Quality Control** – The Proposer shall describe the firm’s policies and procedures for assuring high quality work, including monitoring of any proposed sub-contracts.

**VIII. EVALUATION PROCEDURES**

A. **Selection Committee**
   Proposals submitted will be evaluated by City staff, which shall be selected by the City Manager.

B. **Review of Proposals**
   City staff will use a point formula during the review process to individually score Proposals, as outlined in Section C below, “Proposal Evaluation Criteria.” City staff will then be convened to review and discuss the evaluations and combine the individual scores to arrive at an average composite score for each firm. Firms that do not meet the “Mandatory Elements” listed in Section C1 below will be eliminated from further consideration.

After the composite Project Proposal score for each firm has been established based upon the “Qualitative Evaluation” criteria listed in C2, the firms with the three (3) highest score may be recommended by the Acting Community Development Director to participate in an oral presentation/interview with the Selection Committee as outlined below.

C. **Project Proposal Evaluation Criteria**
   Proposals will be evaluated using two (2) sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process. City reserves the right to select any firm that
submits a complete and timely proposal notwithstanding the firms overall score in relation to other firms.

1. **Mandatory Elements**
   
a. The firm is an independent contractor properly licensed to practice in California.

b. The firm has no conflict of interest with regard to any other work performed by the firm for the City.

c. The firm adheres to the instructions in this RFP on preparing and submitting the proposal.

2. **Qualitative Evaluation (Maximum Point = 100)**
   
a. Experience and Performance (50 Points):
      
   i. The firm’s past experience and performance on specific government engagements (i.e. references).

   ii. Distinguishing features, skill and/or services (These may include demonstrated experience of the assigned staff to the project).

   iii. Firm’s statement on why it believes itself to be best qualified (cover letter).

b. Ability to complete work in a timely manner and references (25 points)

c. Cost/Value to City (and/or applicants) (25 points)
   
   i. Reasonable rate for Project services

   ii. Ability to stay within budget.

3. **Oral presentation/interview (At the option of the City)**

   The Proposers with the three highest combined scores should expect to be interviewed by the City staff on the date listed in the RFP. Upon completion of the interviews and negotiation of compensation, and/or terms and conditions a contract shall be prepared and submitted to the City Council for approval.

**IX. PROPOSAL SUBMITTAL**

Three (3) hard copies of the proposal shall be presented in an envelope or package. Hard copies should be bound and include the name of the Proposer and the title “City of
Cudahy Project Management Services RFP." The envelope of package shall bear the name, address, and telephone number of the individual or entity submitting the proposal and shall be addressed as follows:

Office of the City Clerk
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

Proposals can be hand delivered or mailed to the address listed above. Proposals will not be accepted by fax or e-mail.

The proposal shall be delivered to the above address on or before 5:00 P.M. on October 17, 2019.

X. STAFF CONTACT

For inquiries, please contact Jose Pulido at (323) 773-5143 x226 or email at jpulido@cityofcudahyca.gov

Issued by:
CITY OF CUDAHY
CITY MANAGER’S OFFICE

Jose E. Pulido
City Manager
APPENDIX A

SAMPLE CONTRACT
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ___________ day of _________________ 20______ (hereinafter, the “Effective Date”), by and between the CITY OF CUDAHY, a municipal corporation ("CITY") and ________________________________ ("CONSULTANT"), a__________________ (hereinafter, “CONSULTANT”). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONSULTANT interchangeably.

WHEREAS, CITY wishes to engage CONSULTANT to provide the following specialized services:__________________________; and

WHEREAS, CITY’s in-house personnel is presently unable to perform the specialized services and tasks contemplated under this Agreement; and

WHEREAS, CONSULTANT possesses the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CONSULTANT agrees to perform the various services and tasks set forth under this Agreement subject to the terms and conditions set forth herein; and

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

I. ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in Exhibit “A” (hereinafter referred to as the “Scope of Services”). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.”
1.2 **TERM:** This Agreement shall have a term of one (1) year with the commencing from __________ (“EFFECTIVE DATE”). Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of one (1) year. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY’s ability to terminate this Agreement at any time for convenience or for cause.

1.3 **COMPENSATION:**

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is [THIS LANGUAGE MAY VARY DEPENDING ON THE LOCATION OF ANY APPLICABLE COMPENSATION SCHEDULE – SOME SCHEDULES ARE EMBEDDED IN THE SCOPE OF SERVICES WHILE OTHERS CAN BE FOUND IN A SEPARATE STAND-ALONE SCHEDULE WHICH SHOULD BE ATTACHED AS AN EXHIBIT TO THE AGREEMENT] (hereinafter, the “Approved Rate Schedule”).

B. Section 1.3(A) notwithstanding, CONSULTANT’s total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the CITY acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONSULTANT’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT’s performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION:** Reserved; No text.

1.5 **ACCOUNTING RECORDS:** CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of five (5) 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.

1.6 **ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any
damages, costs or additional expenses which CITY may incur as a result of
CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Superintendent and Project Manager (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates ______________________ (“Contractor”) to act as its representative for the performance of this Agreement (hereinafter, “CONSULTANT Representative”). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. 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.).
D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

E. All of CONSULTANT’s employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

F. All of CONSULTANT’s employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT’s own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT’s failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT’s employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY’s acceptance of any work performed by CONSULTANT or on CONSULTANT’s behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT’s profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY’s willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT’s duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY’s prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT’s strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT’s competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY’s confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT’s exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers’ compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT’s officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT’s officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT’s compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent
contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly expressly conferred by CITY in writing.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers’ Compensation Insurance/ Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to
CONSULTANT’s profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY’s elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best’s Insurance Guide, have an A.M. Best’s rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor’s rating of no less than BBB according to the latest published edition the Standard & Poor’s rating guide. As to Workers’ Compensation Insurance/ Employer’s Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT’S INSURANCE: All polices of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY’s elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY’s elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT’s insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT’s officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY’s ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY’s financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT’s commencement of any work or any of the Work. Upon CITY’s written request,
CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

4.1 The Parties agree that CITY and CITY’s elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the “CITY Indemnitees”) should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees 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, defend and protect CITY as set forth herein.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys’ fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT’s performance of work hereunder 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 negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of 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 Article and related to CONSULTANT’s failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers’ compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY’s elected and appointed officials, officers, employees, agents and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article 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. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY’s elected and appointed officials, officers, employees, agents and

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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.

4.6 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 are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY’s intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY’s written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY’s ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, “Event of Default”) shall occur. For all Events of Default, the Party alleging an Event of Default
shall give written notice to the defaulting Party (hereinafter referred to as a “Default Notice”) which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

i. Within three (3) business days of CITY’s issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY’s employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY’s employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2.B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within fourteen (14) calendar days of CITY’s issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2.B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT’s refusal or failure to perform any of the services or tasks called for under
the Scope of Services; (ii) CONSULTANT’s failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT’s and/or its employees’ disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT’s refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY’s discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT’s issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY’s failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT’s Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT’s performance under this Agreement pending CONSULTANT’s cure of any Event of Default by giving CONSULTANT written notice of CITY’s intent to suspend CONSULTANT’s performance (hereinafter, a “Suspension Notice”). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY’s ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a
limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT’s breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY’s exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT’s sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

6.1 AUDIT OR EXAMINATION: All records and files related to the Programs shall be kept and maintained at the City Hall premises at all times. City shall keep and maintain all program files for the City and make them accessible for audit or
examination for a period of five (5) years after final payments are issued and other pending matters are closed. (24 CFR Part 85, Sec. 42)

6.2 **CONFLICT OF INTEREST:** Contractor agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of the Agreement or upon actual knowledge of a conflict of interest or potential conflict of interest during the term of this Agreement and Contractor shall comply with all applicable federal, state and county laws and regulations governing conflict of interest, in accordance with 24 CFR Part 85, Sec. 84.36.

6.3 **COMPLIANCE WITH FEDERAL REGULATIONS**

This Agreement is subject to and incorporates the terms of Subpart K of the CDBG Regulations and all other applicable Federal Standards Provisions, inclusive of the following:

Executive Order 11246 requires that during the performance of this agreement, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, religion, sex color, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex color or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CONSULTANT setting forth the provisions of this nondiscrimination clause.

Section 3 of Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701 et seq., requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owner in substantial part by persons residing in the area of the project.

Title VI of the civil Rights Act of 1964 provides that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109, Title I of the Housing and Community Development Act of 1974 provides that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected
to discrimination under any program of activity funded in whole or in part with funds made available under this title.

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified individual, as provided in Section 504 or Rehabilitation Act of 1973, shall also apply to any such program or activity.

6.4 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.5 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and 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. CONSULTANT shall not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.6 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
6.7 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**
Name
Attn: Position
Phone: (Consultant’s Phone No.)
Fax: (Consultant’s Fax No. or email)

**CITY:**
City of Cudahy
Community Development Department
5220 Santa Ana Street
Cudahy, CA 90201
Attn: Michael Allen, Acting
Community Development Director
Phone: (323) 773-5143
Fax: (323) 771-2072

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.8 LOBBYING CERTIFICATION

A. Federal Requirements:

The CONSULTANT CERTIFIES THAT:

i. No Federal appropriate funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in the making of any cooperative agreement, or in the extension, continuation renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONSULTANT shall complete and submit Standard Form-LLL, “Disclosures form to Report Lobbying”, in accordance with its instructions.

iii. The CONSULTANT shall require that the language of this certificate be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.
B. County of Los Angeles Requirement

The CONSULTANT certifies that:

i. It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of Los Angeles County Chapter 2.160, (Los Angeles County Ordinance 93-0031) and;

ii. That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;

iii. That any person/entity/firm who seeks a contract with Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the county code.

6.9 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.10 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.11 CITY’S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.12 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of
his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.13 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

6.14 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.15 **ATTORNEYS’ FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys’ fees and all other costs of such action.

6.16 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.

6.17 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.18 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.19 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.20 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.21 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
6.22 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.23 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.24 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF CUDAHY:

By: ____________________________
    Jose E. Pullido, City Manager

Date: ____________________________

CONTRACTOR:

By: ____________________________

Name: ____________________________

Title: ____________________________

Date: ____________________________

APPROVED AS TO FORM:

By: ____________________________

Date: ____________________________

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APPENDIX B

PROJECT MANAGEMENT SERVICES RFP

SUMMARY SHEET

Firm Name: ____________________________________________

Firm Parent or Ownership: ____________________________________________

Firm Address: ____________________________________________

_____________________________________________________

Firm Telephone Number: ______________________ Fax Number: _____________

Firm Email Address: ____________________________________________

Firm Website: ____________________________________________

Number of years in existence: ______________________

Management Contact (person authorized to sign an agreement for the firm; and ultimately responsible for services required for this Request for Proposal):

Name: ______________________ Title: ______________________

Telephone Number: ______________________ Fax: ______________________

Email: ______________________

Types of series provided by your firm: ______________________

_________________________________________________________________________________

______________________________________________________________

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CERTIFICATION OF FIRM’S ACCEPTANCE OF CITY OF CUDAHY’S PROFESSIONAL SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION OF TERMS (if any)

By signing this form below, the firm certifies that the attached Agreement in Appendix B is acceptable to the firm and will be signed upon selection of the firm to perform consulting services for the City of Cudahy, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm’s Management Representative authorized to sign an agreement:

Name __________________________________________ Title ________________________________

Signature __________________________________ Date ________________________________

Firm Name: ________________________________________________________________
Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** “False Claims Act”, as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

**FALSE CLAIMS ACT CERTIFICATION**

If the Proposer has no False Claims Act violations as described above, complete the following:

I, ____________________________, am the ____________________________

(Print name of person responsible for submitting proposal) (Title with proposing entity)

of ____________________________ (hereinafter, “Proposer”).

(Print Name of Proposing Entity)

In submitting a proposal to the City of Cudahy, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of __________________ at __________________________

(month and year) (city and state)

By ____________________________

(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)
FALSE CLAIMS ACT VI

(1) Date of Determination of Violation: ________________________________

(2) Identity of tribunal or court and case name or number, if any: ________________________________

(3) Government Contract or project involved: ________________________________

(4) Government agency involved: ________________________________

(5) Amount of fine imposed: ________________________________

(6) Exculpatory Information: ________________________________

DECLARATION

I, ________________________________, the ________________________________,
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of ________________________________ (hereinafter, “Proposer”)
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of ____________ at ________________________________
(month and year) (city and state)

by ________________________________
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT
APPENDIX E

PROJECT MANAGEMENT SERVICES RFP

CIVIL LITIGATION HISTORY
CITY OF CUDAHY
CITY HALL
5220 SANTA ANA STREET
CUDAHY, CALIFORNIA 90201
CIVIL LITIGATION HISTORY/
CIVIL LITIGATION CERTIFICATION
(PROJECT MANAGEMENT SERVICES RFP)

Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible.** For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics’ liens or stop notices. Provide on the following page labeled “Civil Litigation History Information:” (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

**CIVIL LITIGATION CERTIFICATION**

If the Proposer has no civil litigation history to report as described above, complete the following:

I, _________________________________, am the ________________________________
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of ________________________________ (hereinafter, “Proposer”).
(Print Name of Proposing Entity)

In submitting a Proposal to the City of Cudahy for Project Management Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _______ at __________________________
(month and year) (city and state)

by ________________________________
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)
CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: ____________________________________________________________

(2) Court case identification number: ________________________________________

(3) Jurisdiction in which case was filed: ______________________________________

(4) Outcome of the case: ____________________________________________________

__________________________________________________________________________

(5) Name of Case: __________________________________________________________

(6) Court case identification number: ________________________________________

(7) Jurisdiction in which case was filed: ______________________________________

(8) Outcome of the case: ____________________________________________________

__________________________________________________________________________

DECLARATION

I, ____________________________, the ___________________________
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of ____________________________________________ (hereinafter, “Proposer”)
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of __________________ at _______________________
(month and year) (city and state)

by ________________________________________________________
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT
CITY OF CUDAHY
REQUEST FOR PROPOSALS
PUBLIC RELATIONS AND
COMMUNITY OUTREACH SERVICES

Submitted by
Global Urban Strategies
Incorporated
530 South Lake Avenue, #478
Pasadena, CA 91101
www.global-urban.com

Authorized Representative:
Omar E. Hernández
President

Contact Phone Number:
(626) 383-6565
October 17, 2019

Mr. Jose Pulido  
City Manager  
City of Cudahy  
5220 Santa Ana Street  
Cudahy, CA 90201

Dear Mr. Pulido:

Global Urban Strategies, Inc. is pleased to submit our proposal for Public Relations and Community Outreach Services for the City of Cudahy in response to the Request for Proposals issued by the city. Our firm is fully capable and has the experience to execute all services requested by your City.

The principals and directors, who have over 60 years of combined experience, came together in 2016 to form Global Urban Strategies, Inc. as a California Corporation to better serve the needs of communities of color. Since then, we have been certified by the State as a Disabled Veteran Business Enterprise, Minority Business Enterprise and Micro Small Business Enterprise. We have a proven history of successfully developing, implementing, organizing and evaluating many marketing, Public Relation and community outreach efforts throughout the state. Global Urban Strategies understands that a full marketing strategy integrates all components of Marketing (advertising, promotion, social media, stakeholder engagement and public relations). Each component is interdependent on each other and combined generates a complete message to the end user that crafts the desired call to action or response.

Global Urban Strategies, Inc.’s information is as follows:

Global Urban Strategies, Inc.  
1605 South Date Avenue  
Alhambra, CA 91803  
(626) 383-6565  
(626) 389-5636 Fax  
www.Global-Urban.com

Omar E. Hernandez  
President  
(626) 383-6565  
Omar@global-urban.com

Jennifer Pilapil  
Principal  
(626) 233-7624  
Jennifer@global-urban.com

Araceli S. Gonzalez  
Principal  
Public Affairs Director  
(310) 365-8273  
Araceli@global-urban.com

Our proposal is built on a proven success-based methodology that is combined with the expertise to eloquently convey the needs of your City. We look forward to the prospect of serving the residents of the City of Cudahy as we develop a comprehensive marketing strategy.

Global Urban Strategies, Inc. has secured multi-year contracts with the State of California, several private firms and multiple Cities within Los Angeles County that will allow it to remain fiscally solvent for many years to come. We are confident that we will continue to be in business beyond the contract period and can finance the costs to adequately staff the positions of the personnel and other support requirements as prescribed in the contract.

We are confident that our response exceeds the requirements. If you or any member of the City have any questions or require additional information, please do not hesitate to contact me, Omar E. Hernandez, at (626) 383-6565 or at omar@global-urban.com.

Thank you once again for the opportunity to submit our proposal and we look forward to working with you and your staff to obtain funding that will address the needs of the City of Cudahy.

Best Regards,

[Signature]

Omar E. Hernandez  
President  
Global Urban Strategies, Inc.
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I. Executive Summary

The Global Urban Strategies, Inc. (GUS) team has over 60 years combined experience and came together in 2015 to form a partnership of professionals who understand both the public and private sectors. Our success is determined not by the number of clients but the number of successful projects that we are able to implement on their behalf. Our approach is more consistent with that of a boutique firm that provides excellent customer service, understands what the client is looking for and works hand in hand with each individual department to meet their unique goals and objectives. GUS is committed to advocating, creating content and disseminating public information to meet our client’s needs.

Our role at Global Urban Strategies, Inc. (GUS) is to convert your City’s ideas and concepts into workable and concrete messaging and results. GUS will serve as the bridge between the stakeholder, community, and media in order to publish information timely and accurately. GUS’ role is to put into writing and various formats your municipality’s concepts and messages and transform them into public information that the will improve the City’s public image and increase transparency. GUS has experience assisting Cities with projects that include stakeholder engagement and Public Relations in the areas of civic arts, economic development, environmental sustainability, housing and community development, parks and recreation, public safety, transportation, and social services/homelessness messaging.

More than just providing a well-written, designed and advertised campaigns, GUS’ team possess a combined array of talents. Individually each member of the team can provide services that will exceed the City’s expectation, but combined, our team will allow the City to supersede all goals or objectives.

In addition, Global Urban Strategies, Inc. has been working with various organizations including the California Contract Cities Association, State of California, Los Angeles County, Pacific Gas and Electric, LAUSD, Walmart, Kaiser Permanente, Sobrato Foundation, and the Cities of Bell Gardens, Baldwin Park, Duarte, El Monte, Davis, La Puente, Hawaiian Gardens, Montebello, and Rosemead, in various marketing, public relations and funding capacities. As an added value, Global Urban Strategies has obtained funding for various cities totaling over 100 million dollars.
Professional Experience

Global Urban Strategies, Inc.  
President/Chief Executive Officer  
August 2004-Present

- Oversees various projects within California for a diverse group of clients. Have worked on over three hundred million dollars’ worth of development projects providing outreach and education to the community; obtained entitlements and ensured that the stakeholders on each project were kept informed of all aspects of projects within their districts.
- Assists various municipalities, private businesses and non-profits within California to advocate for their causes to various state and federal agencies.
- Provided clients with innovative solutions through the use of technology by improving their data collection methods while increasing project awareness. Conducted public scoping, and charrettes to decipher the community’s wants and develop a thorough needs assessment.
- Strategic consulting to clients that needed design and implementation services which focused on a defined set of expectations, deliverables and timelines.
- Facilitated community engagement on various contentious projects whose Environmental Impact Reports necessitated the need for a more comprehensive multilingual communications and educational strategy.
- Developed coalition of cities within the San Gabriel Valley to advocate on behalf of the Eastside Gold Line Extension Phase 2. Successfully assisted in the development of the MOU’s between 5 cities and created a collaborative spending plan to split costs equally. Was able to bring the community, stakeholders and CBOs to advocate on behalf of the project.

Perfectly Planned Marketing, Inc.  
President/Chief Executive Officer  
Oct 2000- March 2005

- Developed and incorporated a full-service political, marketing, advertising and public relations firm with 23 full-time staff members.
- Completed various contracts for clients, including but not limited to, the U.S. Department of Agriculture, Kaiser Permanente, Lincoln Hospital, Regency Outdoor, Clinica Medica Familiar, Margarita Jones, LLC, Laugh Out Loud, LLC, Padres Contra el Cancer, Prosperity Records, Baca/Sagala and Associates, PriMed Medical Group and the Los Angeles Unified School District, La Terra Development, Valley Vista Services, and The Charles Company.
Education

University of Southern California, Los Angeles, CA
Political Science, Minor Business

East Los Angeles College, Monterey Park, CA
General Education Requirements

Media Buying Academy

Dale Carnegie Professional Development Course

Language Skills

Fluency in Spanish (written, read and verbal)

Computer Skills

Platforms: Windows, Macintosh

Tools: Adobe (Photoshop, Illustrator, Premier), Pro-Tools, Microsoft (Word, Excel, PowerPoint, FrontPage, Outlook, Access, OneNote, Publisher, Project), SmartComment, QuarkXPress, FileMaker Pro, Act.

Area Coordinator

- Was responsible for the implementation and training of Certified Enrollment Agents within the Counties of Los Angeles, San Bernardino, and Riverside for the Healthy Families Program.
- Held over 300 training sessions and trained over 7500 Certified Enrollment Agents on how to assist residents to enroll into the Healthy Families Program (Federal Children's Health Insurance Program).

United States Marine Corp  May 1989 - Feb 1995
Sergeant, Forward Observer

- Coordinated and directed strategic weaponry upon military targets.
- Was responsible for the leadership, development, logistical and operational well-being of 300 marines.
- As a non-commissioned officer was responsible for the assigned duties, instruction and discipline of Marines.
- Disabled Veteran - Deployed to Operations Desert Shield/Storm and Operation Restore Hope in Somalia.

Recognitions and Awards

- (4) Dean's Award (3.5 or higher) * Presidents Award (3.5 or higher, 3 consecutive semesters)
- United Nations Medal Kuwait Liberation Medal * (2) Good Conduct Medal
- Meritorious Unit Citation National Defense Medal * (2) Meritorious Masts
- Certificate of Appreciation (USC MAAA) * Honorable Discharge * Award of Merit (LA County)
- (3) Commendations (LA County) * (2) Certificates of Appreciation (City of Los Angeles)
- Certificate of Recognition (50th Assembly District)
- Certificate of Recognition (57th Assembly District) * Certificate of Recognition (30th Senate District)
Professional Experience

Jennifer Pilapil
Principal/Partner

Experienced, multi-disciplinary trained professional, specialized in county, state, federal, and private foundations grants and acquiring corporate sponsorships; Over 20 years of experience managing operations, logistics, and program/project management.

Education

Bachelor of Arts Social Sciences, University of California, Irvine (includes coursework in Urban Planning, Environmental Sciences)
Dean’s List Recognition
Rio Hondo College, Certificate in Geographic Information Systems
Citrus College, Certificate in Forestry and Wildland Resources
Employee of the Month Recognition
Member, California Native Plant Society (CNPS)
Board of Director, Southern California Botanists
Board of Director, Urban and Regional Information Systems Association.

Global Urban Strategies, Incorporated
Principal

Conducted grant writing/administration, project management, outreach education and advocacy for multiple government agencies for public works, transportation, and public health

Identified target populations by utilizing Geographic Information Systems (GIS) technology, spatial analysis, and community assessments

Assisted in coordinating mass media event for the 710 freeway Coalition in the San Gabriel Valley

Conducted community assessment, surveys, and interviews for the State of Hawaii Department of Health

Assisted in creating an environmental scan of the State’s health resources to assess the internal/external systems of their oral health program and delivery of services

Assisted in social marketing and social media campaign for city council and board of education candidates

Identified target populations, interviewed, recorded and created print/video material to outreach to hard-to-reach population

Conducted demographic study of project areas using statistical and spatial data

Prepared GIS marketing strategy for energy efficient retrofits in residential households

Research and demographic housing trends to show patterns and areas of need/priority for the project

Created maps, statistical models, and habitat suitability models using Arc applications, Microsoft Excel, and R-statistics.

Center for Oral Health (COH)
Operations Manager

Managed organization’s daily operations, human resources, and program management in partnership with the Executive Director

Research, prepared, and implemented proposals, grant budgets, scope of work, quality improvement plans, community assessment plans, and evaluation reports for regional, county, and state-wide projects.

Prepared and presented poster presentation reports and publications with collaborators from academia and professional agencies.
Computer Skills

System Experience
PC and Mac
Windows
Mac OS
DOS

Graphic Software
Adobe Suite
Corel Draw
Pagemaker
Claris Works

Application Software
Word Perfect
Microsoft Excel
Microsoft Word
Microsoft Powerpoint
Microsoft Project
Microsoft Scheduler
Microsoft Publisher
Type 80 wpm

Network Experience
HTML
World Wide Web
Microsoft Outlook
Web browsers: Chrome, Internet Explorer, Safari, Firefox

GIS
ESRI
QGIS, MaxEnt
GPS UNITS
Magellan, Garmin, Trimble

Database Software
Filemaker Pro
Access
Act
SQL

Programming Languages
Pascal
Python

Served as the administrative liaison for county, state-wide collaboratives, and advisory groups.

Supervised sub-contractor grantees by creating grant performance measures, conducting audits, and site-visits.

Managed school based dental clinics in collaboration with community partners.

Created GIS reports utilizing statistical and spatial analysis databases for various school districts, cities and counties, including LAUSD, Pomona Unified School District, County of San Bernardino, and City of Pomona.

Prepared policy/testimony report data for the State of California Little Hoover Commission on access to dental services in the Denti-cal program and health disparity access issues in oral health staffing across California in Denti-Cal and other health insurance providers.

Rancho Santa Ana Botanic Garden
Claremont Graduate University

Research Associate

12/09-current

Trained/mentored interns, graduate students, post-docs, staff, and faculty on GIS applications.

Created GIS collection protocols for field survey data.

Prepared and presented reports for various public and non-profit agencies.

Created maps, statistical models, and habitat suitability models using Arc applications, Microsoft Excel, and R-statistics.

Performed hardware maintenance, software updates, and installations for field study computers and GPS units.
Araceli S. Gonzalez
Principal/Partner
Public Affairs Director

Ms. Sandoval is responsible for planning, directing and implementing legislative, community and communications activities for Global Urban Strategies, Inc and our expanding list of clients. Monitors and analyzes issues, actions, and proposals of state and local governments, which affect the company, cities, and clients. Develops and implements coordinated and collaborative programs to identify and engage key stakeholders in the communities in which we operate. Manages a team that responds to press inquiries according to company and client protocols. Ms. Sandoval provides support to issues of interest to the company and our clients. Ms. Sandoval is a Principal and Partner in the firm.

Global Urban Strategies, Incorporated 09/16 – Current
Public Affairs Director

- Lead and prepare strategic planning, facilitation, landscape analysis, policy briefs, evaluation, surveys and coalition management;
- Spearhead local, state, federal policy and advocacy strategies to advance legislation, budget, and regulations;
- Develop strategic communications and manage public and media relations;
- Expert facilitator and organizer of policy forums, community meetings, regional summits;
- Political and policy adviser.

Early Edge California 3/08 – 9/16
Statewide Field Director

- Identify and develop strategic planning to support local, state and federal advocacy strategies across the state to build awareness of policy priorities to expand access to quality early education programs;
- Lobby targeted legislators annually to support agency sponsored legislative bills and state budget process;
- Foster productive partnerships with key organizations and individuals from education, business, labor, media and other constituencies to strengthen organization's statewide advocacy campaign;
- Support communications team to prepare and execute media and outreach efforts to advance organizational priorities, respond to media requests and identify spokespeople, including leading as the early education adviser to Univision Spanish news station for development of education campaign, Spanish media spokesperson;
- Present critical issues at in person presentations, webinars, and public testimony in the legislator;
- Organize and execute policy forums, stakeholder and legislative engagement, regional summits and annual conference;
- Directed statewide outreach efforts to local educational agencies and corporate partnerships to advance policy priorities;
- Extensive experience engaging agencies to develop policy and implementing programs;
- Staff management, executive team member, politically savvy.
Education
University of California at Los Angeles. Bachelor of Arts in International Development, Chicano Studies and Political Science Minor
September 2003

California State University Northridge. Master of Public Administration
Specialization: Public Sector Management and Leadership
June 2013

Professional And Volunteer Associations

East LA Community Corporation, Board Chairwoman. 2006 – present

Los Angeles Unified Bond Oversight Committee, Executive Member. 2010 – 2012

Univision Education Campaign, Early Education Lead 2008 – 2013

California Association for Bilingual Education (CABE) 2011 – 2014
Senior Program Specialist

• Responsible for the development of publications and tools to support parent leadership empowerment.
• Developed parent and family engagement curricula.
• Directed professional development trainings and strategies to promote family engagement and involvement in low-performing public schools across the state.
• Successfully implemented state and federal accountability advocacy program on No Child Left Behind;
• Provided professional development trainings and presentations to over 3000 families annually;
• Reviewed, analyze and track federal policy changes;
• Responsible for representing agency at local, state, and international events;
• Managed Adult Literacy Education project in partnership with the Mexican Consulate.

Los Angeles Unified Board of Education 2010 – 2011
Public Affairs and Policy Director

• Advised and assisted the board president on urban education issues and policies;
• Developed communications plan, community relations, event planning, fundraising projects;
• Managed and developed broad policy priorities;
• Managed the bond fund allocations for school enrichment programs and capital improvements.
• Developed advocacy strategies for working with district staff, city, state, and congressional elected officials on K-12 priorities;
• Provided leadership and supervision of staff.

East LA Community Corporation 2003 – 2005
Community Organizer

• Coordinated and established a community-based group with 1000 members;
• Developed, facilitated, and executed strategic outreach campaigns;
• Interfaced with community stakeholders, governmental agencies, and non-profit organizations on a series of issues;
• Developed and successfully executed two political campaigns: 1) new schools construction, 2) and the adoption of a college prep curriculum at LAUSD.
Professional Experience

Global Urban Strategies, Inc  
Director of API Affairs  
2017 – Current

As the Director of API (Asian, Pacific Islanders) Affairs, Mr. Ly is critical to the communications efforts for our team as we communicate our clients' needs and services to the number one growing demographic in the United States.

- Manages a team that is responsible for business development, client management and representation, advocacy on behalf of represented organizations.
- Represent two statewide organizations on advocacy needs with stakeholders and boardmembers

US Army Reserve

The United States Army Reserve provides augmented military support to the country's defense. Soldiers generally train one weekend a month and two weeks a year in preparation to serve the country as needed.

Company Commander  
2019 – Current

- Leads a 160 man section, directly supervising 6 section (department) leaders to ensure readiness, training, and Soldier development standards.

Company Commander  
2014 – 2018

- Leads a 40 man section and directly supervising 4 supervisors (Squad Leaders) to ensure Soldier readiness and training standards are met.
- Planned and executed over 5 weapons and demolitions qualification ranges – safely training approximately 100 Soldiers at each iteration with live ammunition and explosives with no harm or injury.
- Oversees and responsible for $5.4 million of assigned equipment and vehicles with no loss or significant damage
- Was rated the best platoon within the company at Annual Training (Fort Hunter Liggett WAREX 2017-91-003)
Professional Experience

San Gabriel Valley Regional Chamber of Commerce

The Regional Chamber is the business voice for the San Gabriel Valley region. The Chamber provides membership resources, events and a robust government advocacy program.

Chief Executive Officer 2011 – 2014

- Implemented strategies that were developed with a 15-member board which led to the elimination of chamber debt, an increase in profitability from events, and increase in membership.
- Established the region’s first-ever and profitable Green Business Conference, bringing together business and community stakeholders to showcase regulatory updates and program incentives.

Government Affairs Manager 2010 – 2011

- Developed and managed the chamber’s government affairs program, including drafting white papers, advocacy articles, and press releases on over 100 legislative and regulatory proposals.
- Created and published the region’s first-ever annual legislative scorecard, which provided grading of local elected officials’ positions.

Long Beach Area Chamber of Commerce
Vice President of Public Policy 2008 – 2009

This Chamber is the premier business resource and advocacy organization for Long Beach area.

- Served as the chief lobbyist on behalf of the Chamber’s membership: analyzing, coordinating positions and advocating on over 100 legislative and regulatory proposals at the federal, state and local levels.
- Worked with Board Chairman and boardmembers to preserve the Enterprise-Zones Tax Credit program in the state budget through meetings with legislators and Governor’s finance department.

Lewis and Company
Marketing and Outreach Coordinator 2005 – 2007

A local government relations and political consulting firm whose clients include Walmart, Construction Industry on Air and Water Quality, and local elected officials.

- Lobbied, consulted, attended and spoke at public meetings, and developed working relations with various community groups and leaders in Rosemead to for a Fortune 500 retail company.
- Designed, drafted, and edited memos, campaign literature, press releases, brochures, and other statements to correspond to our stances and candidates.
Gabriela Arellanes  
Community Outreach Manager

Ms. Arellanes is a dedicated and seasoned Community Outreach Specialist with a superior record of successful community service and engagement. She is experienced in working with a variety of community demographics to formulate beneficial programs and issue resolutions. Able to maintain positive and a respectful attitude toward all. Ms. Arellanes has worked for several nonprofits in a variety of public services and community programs. She has excellent knowledge of local community needs and appropriate public resources. Her experience in outreach and recruitment program management includes designing boards to assist for-profit and nonprofit organizations, facilitate city partnerships with their stakeholders, directed and participated in various organizations and citizens outreach programs. Ms. Arellanes has a strong ability to strategize plans using best-practice methods for various types of projects.

Global Urban Strategies, Inc.  
Community Outreach Manager  
2019 – Present

- Maintains a calendar of outreach activities, including community events, workshops, appearances and other communication opportunities.
- Prepares an annual budget for community outreach activities for clients.
- Nurture new and old relationships with collaborative partners in various municipalities.
- Schedules regular outreach exhibitions in the community and educates employees on community responsibilities and efforts.
- Prepare accurate records and reports contacts with stakeholder communications.
- Organizes the logistics for all Community and Stakeholder events.

Azusa Unified School District  
11/18 – 11/22

- Elected Representative leading an organization with over $40 million and responsible for more than 6000 k-12 students within the City of Azusa. Initiate and contribute to the education policy creation, fiscal and strategic planning, as well as Human Resources issues, confidential student matters, and district-wide protocol and initiatives.
- Constituent Services in a socially diverse community, including outreach to engage stakeholders and create support, garner community resources, build partnerships and communicate policies and issues clearly.

Micro and Mezzo Social Work Intern,  
APU Community Counseling Center (CCC)  
Azusa, California  
2011 - 2014

- Provided counseling for students encountering mental, emotional, behavioral, social, or familial barriers to academic performance
- Enhanced listening skills while creating a safe space for clients to express their concerns and needs actively.
- Worked in community engagement and increased outreach for the APU CCC events and photography.
Education

Master of Behavioral Science, Social Work Concentration in Community Leadership and Program Development Azusa Pacific University (APU), Azusa, CA.

Bachelor of Arts, Liberal Studies Cal State Los Angeles, Los Angeles, CA.

Professional Association:

ARC – American Red Cross Instructor

CSBA – California School Board Association for Azusa School Unified School District

NASW – National Association of Social Workers

NALEO – National Association of Latino Elected Officials

NSBA – National School Board Association

NWPC – National Women Political Caucus

Volunteer, APU Department of Military and Veterans
Azusa, California

- Served as a liaison and point of contact between Military and Veteran’s office with three communities, school districts, organizations, and government officials
- Assisted with emails, flyers, phone calls, and posting to social media for events
- Supported coordination and planned project details for the HEROES Halftime event

Volunteer, Azusa Leaders for Learning Education Foundation
Azusa, California

- Served as Board Member Director in the Azusa Education Foundation
- Chaired the Allocation Committee
- Implemented three scholarships for seniors in each of the high schools at the Azusa School District
- Collaborated in the Fundraising Committee in multiple events
Marisol Arenas
Media Relations Coordinator

Accomplished media and public relations coordinator with proven experience in media placement, media buying, press conference development, promotions, events, community outreach, sponsorship and print, radio and television network development. Ms. Arenas has proven a strong attention to detail with the knowledge and understanding of trends within the Hispanic & General market. Ms. Arenas functions well as a team member and works effectively in a heavily cross-functional, fast paced environment. She is very passionate individual who is always looking to step outside the box and deliver successful projects from beginning to end.

Global Urban Strategies
Media Relations Coordinator
10/18 – Present

- Develops and nurture relationships with print and online editors, writers, TV/radio producers, bookers, etc., specifically in the greater Los Angeles region.
- Pitches stories, secure media coverage and drafts and places op-eds, letters to the editor and other pieces for our clients
- Writes and distributes press releases, talking points, media statements, Q&A docs, policy summaries and other materials as needed
- Maintains and grows our database of media contacts at the local, state and national levels.
- Helps to prepare clients for media interviews/interactions, including media training
- Stays on top of critical related news and developments
- Responds quickly to media inquiries
- Assists in the creation of letter to the editor and op-ed content
- Proactively searches out opportunities for media interviews and engagement for our clients

AGI Business Group
Marketing Director
04/18 – 10/18

- Prepped and planned out new and up-coming marketing projects
- Managed, organized, set up & attended events
- Handled media relations & buys for Adriana's Insurance, Rise & AGNC
- Managed outside promotion team of 4 individuals
- Maintained branding for Adriana’s Insurance, Rise & AGNC
- Assisted in developing, design, building, and testing of marketing program with team
- Conduct performance reports, track daily, weekly and monthly.
- Assist in Marketing-related projects, as needed.
- Assist with administrative requests throughout the Division.
- Managed social media platforms for Adriana’s Insurance
- Managed the advertising buy & budget for Adriana’s Insurance & Rise Programs

Sysco Riverside
Marketing Associate
2014 – 2017

- Promoting company's products & services
- Building relationships with existing & new clients
- Provide market trends, consult & training to clients staff
- Help client's w/menu analysis, design & marketing material for seasonal or new promotions
Jackeline Landa
Art Director

Highly creative and multitalented Graphic Designer with extensive experience in communication, multimedia, marketing and print design. Exceptional collaborative and interpersonal skills; dynamic team player with well-developed written and verbal communication abilities. Passionate and inventive creator of innovative marketing strategies and campaigns; accustomed to performing in deadline-driven environments with an emphasis on working within strategic objectives.

Education
Master of Arts in Communication Studies, California State University
Bachelor’s Degree in Graphic Design, Don Bosco University (Includes a specialization course in Marketing)
Diplomat in Strategic Management, Central American University José Simeón Cañas

Language Skills
Fluency in Spanish (written, read and verbal)

Computer Skills
Platform: Mac OSX & Windows

Professional Experience

Global Urban Strategies, Inc. 2018 – Present
Art Director
- Created the campaign graphic layout for the California Contract Cities Annual Municipal Seminar, digital and printed event pieces.
- Developed lay-out and design for presentations, proposals, website and info-graphics.
- Improved several City’s graphic communication. Engaging its community through the creation of posters, flyers, banners, logos and other materials to promote their respective City’s events.
- Created material for marketing packages, community engagement, meetings and trainings.
- Experienced in editorial design, branding, animation, and digital printing.
- Developed concepts, themes and color schemes into aesthetically enhanced designs

Independent Contractor 2015 – 2017
- Created various graphic design material: branding, editorial design, packaging, web design and animation projects
- Developed trainings in color profiling, digital printing, sublimation and color matching between fabrics and prints
- Taught typography courses to graphic design students

TexOps (International Textile Company) 2011 - 2014
Graphic Designer / Digital Printing Technician
- Developed the Digital Printing Area inside the Company
- Head of the Design Team for brand seasons releases
- Technical support for color profiling, printing and sublimation

Aeroman (An MRO Holdings Company) 2007 – 2010
Graphic Designer
- Created the graphic designer position, due to the company needs for graphic communication improvement
- Developed an internal graphic guideline and a communication plan to enhance the personnel and clients outlook
- Created material for an internal magazine: interviews, articles, events and photography
Experience and References
III. Experience

1. **Energy Advisor Program**
   Pacific Gas and Electric

   Design and produce multi-modal media campaign to promote PG&E's energy conservation programs. Project manage multi-language print, radio, and television advertising production, ad buy, and implementation. Coordinate and manage a $3 million campaign targeting 15 million California residents.

2. **California Healthy Families/ Medical for Children**
   State of California

   Conducted outreach, enrollment and retention for Medi-Cal, 1931B, Healthy Families and private medical, dental and vision insurance. Developed and implemented community outreach efforts for various projects for school districts, churches, non-profit agencies and other government agencies. Trained over 5500 Enrollment Specialist to assist in the enrollment of community members into various programs.

3. **Los Angeles Health Care Access Partnership**
   Los Angeles Unified School District (LAUSD)

   Contracted to coordinate school-based health clinic events, obtain incentive items to distribute to event participants and create a LAUSD private-public community outreach guide. LAUSD is the largest school district in California; second in the nation, next to New York City Department of Education. We developed a cooperative advertising marketing program with various local community businesses and political leaders to outreach to crowd sizes spanning from 20 to 20,000 people. Incentive items and gift cards were donated by multiple health corporations and local businesses to attract people to the health clinic events. We designed the LAUSD outreach guide to include a systematic, automated, outreach campaign in coordination with the District’s Free Reduced Lunch Program (FRLP) to their District-wide population of 735,000 students.
4 Walmart Superstore
City of Rosemead

Coordinate ground and outreach efforts to support Walmart project in the city. Plan and develop regular outreach meetings and rallies with supporters and advocates prior to city council meetings, bringing over 200 supporters each time. Drafted media letters, press releases, talking points for campaign efforts. Project was approved and constructed due to efforts.

5 San Francisco Association of REALTORS

Coordinate API outreach campaign opposing "Transfer fee" tax. Host multi-language rallies and meetings and coordinate press conference with ethnic news outlets. Plan campaign volunteer poll-walking and phone banking operations leading to successful electoral outcome for client.

6 Residential Recycling Public Education Program
Los Angeles County

Created technical assistance plan to implement a recycling program in 2,000 multi-family complexes. Developed an efficient marketing strategy using geographic information systems (GIS) technology. Supervised and provided outreach worker activities at community events and during field work.
7 Alliance for A Better Community

Los Angeles Unified School District (LAUSD)

Conduct a series of townhalls with broad stakeholders to garner support for a district wide unified student enrollment database system within the Los Angeles Unified School District to include Charter school enrollment information and targeted metrics for measuring usage and student enrollment take-up. Student enrollment inclusive of target charter schools and school district has the capacity to identify new student enrollment based on program enrollment (gifted, magnet, Dual Language).

8 SR-60 Coalition

Contracted by six cities in the San Gabriel Valley

Contracted to provide outreach, obtain public participation and lobby Metro to have the 60 Freeway alignment of the Eastside Goldline Extension Phase II Project be selected as the superior alternative. From the 49 alternatives, the 60 Freeway alternative became one of two alignments in contention to be approved for construction by Metro. The decision will be made on the EIR in the Spring of 2020.

9 California Community Foundation

Lead, prepare strategic planning, facilitation, conduct field landscape analysis, evaluation, conduct surveys and coalition management to build consensus for policies to increase access to resources for Los Angeles County. Manage consultants to ensure timelines were met and key coalition members were adequately engaged. Through our efforts, consensus was reached for rebranding and renaming the coalition. We identified areas of greatest need and supported members to advocate at the local and state levels. Assisted in obtaining millions of dollars for Los Angeles County through state budget allocations and school district investments.
10 **CalEITC4Me**

*State of California*

Targeted self-employed tax payers to increase update in the California Earned Income Tax Credit via social media and partnership building. Identified statewide partners to secure their support to distribute collateral materials and participate in social media awareness campaigns. Develop ethnic and profession-based target materials to increase tax filing. Conduct focus group series with 1059 individuals to test messaging and inform engagement strategy. Campaigned resulted in more than 1.4 million people who claimed the tax credit in 2018, totaling nearly $350 million, which included self-employed workers.

11 **Sobrato Early Academic Language Model**

*Sobrato Foundation*

Conduct national landscape analysis, interview top researchers and organizational leaders in the field to identify program gaps, best-practices, bright spots to consider investing in. Prepare findings to facilitate discussions with local, state, and national foundations to garner increased investments to non-profit and education agencies. The prepared landscape continues to be used to facilitate ongoing discussions with multiple philanthropic organizations (California Community Foundation, Heising Simons Foundation, Hewlett Foundation and others).

12 **Graphic Design and Branding Campaign**

*California Contract Cities Association*

Global Urban Strategies, Inc was hired to recreate and rebrand the corporate image of California Contract Cities Association. Contract Cities as it is widely known, needed to refresh and update its services, marketplace and identity to more closely match the expanded services and statewide endeavors. Global Urban Strategies, Inc. tweaked parts of the brand to reflect a new focal point, and gave the organization a more contemporary look and realign it to envision the organization's future progress and direction. We developed new logos, Fall Educational seminar material, Annual Conference materials, collateral and informational pieces for all of their events. This is a 3-year project and we are on the tail end of the first year.
List of References

Alma Martinez
City Manager
City of El Monte
11333 Valley Blvd.
(818) 400-4995
AMartinez@elmonteca.gov

Emie Hernandez
City Manager
City of Hawaiian Gardens
21815 Pioneer Blvd.
Hawaiian Gardens, CA 90716
(562) 715-3204
FHernandez@hgcities.org

Giselle Sorial
District Director
Senate District 22
100 S. Vincent Avenue, Suite 401
West Covina, CA 91790
(626) 430-2499
Gissellie.Sorial@sen.ca.gov
Procedures and Methodology
IV. Procedures and Methodology

Global Urban Strategies, Inc. is an experienced firm with a track record of successfully supporting clients to enhance internal and external communications strategies. The firm has developed a multiple approach to support municipalities to seeking to enhance public relations and community outreach services.

Below is a brief description of the stages to support the City of Cudahy as they pertain to fulfilling its public relations and community outreach goals and objectives:

Research and Discovery

Global Urban Strategies, Inc. will work with city identified staff to assess and evaluate the municipalities public relations needs.

• Request information from City staff to prepare a list of communications tools, initiatives, publications, social media platform and media engagement to assess and inventory.
• Review and evaluate the identified communications materials, social media messaging, website content, community engagement strategies to determine efficiency.
• Request information and interview City staff to inform public relations and community engagement strategy.
• Prepare online communications survey to solicit community resident’s feedback to support with the creation of messaging and ongoing communications strategies.
• Prepare a list of the findings to include recommendations that outline identified issues, gaps, and best-practices to address with the City.
• Assist in the scheduling of meetings with City staff to present research findings.

Communications Goals

• Leverage the City’s 60th Anniversary and development of a new Strategic Plan to elevate the city’s image to community residents, existing and new business, media outlets, philanthropy.
• Build internal capacity by implementing a comprehensive set of communications policies and procedures for city staff to use beyond the scope of the consulting contract.
• Increase media coverage and constituent engagement.

Account Management Stage

• Assist in the scheduling of weekly strategy discussion conference calls with designated staff.
• Manage and monitor the City’s ongoing communications website and social media platforms.
• Work in consultation with City staff to develop a 12-months calendar for City-wide communications to include community engagement and outreach plan.
IV. Procedures and Methodology

- **Identify and train identified** City to be the spokespeople for the monthly digital news platform and/or City website.
- Prepare a communications media strategy and timeline to disseminate the City's Strategic plan to garner media attention.
- Prepare all communications graphics for publications, social media and website.
- Develop a story-deck with city partners and influencers about the City to distribute via social media, e-news, and/or the website.
- Manage the City emergency communications platform to keep residents informed about all public safety issues.

Public Relations

- Develop a media calendar in consultation with City staff to identify opportunities to promote strategic communications to enhance campaigns, initiatives, and increase media engagement and interest and frame issues in a way to build recognition.
- **Align public relations with the strategic plan** to bring it to life for constituents and the media.
- Develop public relations strategies that are community friendly and targeted to specific audiences (e.g. business, families, students and etc.) and identify key City spokesperson to be continuously engage and serve as the face for target issues.
- Manage, track, respond, prepare all media communications.
- In consultation with City staff, will develop a communication and engagement strategic plan to increase the publics' awareness and participation in the City's 60th Year Celebration.

Multi-Media

- Work in consultation with City staff to identify ongoing content, audience and messaging opportunities to inform the production of monthly videos series.
Proposed Staffing and Project Team
V. Proposed Staffing and Project Team

Omar E. Hernandez
President
Point of Contact
A result oriented bilingual business professional with extensive experience multi-tasking in the fields of governmental advocacy, project management, business administration, strategic planning, marketing, community engagement and education. Excellent interpersonal, analytical and organizational skills.

Araceli S. Gonzalez
Public Affairs Director
Ms. Sandoval is responsible for planning, directing and implementing legislative, community and communications activities for Global Urban Strategies, Inc and our expanding list of clients. Monitors and analyzes issues, actions, and proposals of state and local governments, which affect the company, cities, and clients. Develops and implements coordinated and collaborative programs to identify and engage key stakeholders in the communities in which we operate. Manages a team that responds to press inquiries according to company and client protocols. Ms. Sandoval provides support to issues of interest to the company and our clients. Ms. Sandoval is a Principal and Partner in the firm.

Gabriella Arellanes
Community Outreach Manager
Ms. Arellanes is a dedicated and seasoned Community Outreach Specialist with a superior record of successful community service and engagement. She is experienced in working with a variety of community demographics to formulate beneficial programs and issue resolutions. Able to maintain positive and a respectful attitude toward all. Ms. Arellanes has worked for several nonprofits in a variety of public services and community programs. She has excellent knowledge of local community needs and appropriate public resources. Her experience in outreach and recruitment program management includes designing boards to assist for-profit and nonprofit organizations, facilitate city partnerships with their stakeholders, directed and participated in various organizations and citizens outreach programs. Ms. Arellanes has a strong ability to strategize plans using best-practice methods for various types of projects.

Marisol Arenas
Media Relations Coordinator
Accomplished media and public relations coordinator with proven experience in media placement, media buying, press conference development, promotions, events, community outreach, sponsorship and print, radio and television network development. Ms. Arena has proven a strong attention to detail with the knowledge and understanding of trends within the Hispanic & General market. Ms. Arena functions well as a team member and works effectively in a heavily cross-functional, fast paced environment. She is very passionate individual who is always looking to step outside the box and deliver successful projects from beginning to end.

Jackeline Landa
Art Director
Highly creative and multitalented Graphic Designer with extensive experience in communication, multimedia, marketing and print design. Exceptional collaborative and interpersonal skills; dynamic team player with well-developed written and verbal communication abilities. Passionate and inventive creator of innovative marketing strategies and campaigns; accustomed to performing in deadline-driven environments with an emphasis on working within strategic objectives.
VI. Miscellaneous Information

Key Personnel assigned and designated for this project will be available for the duration of the Scope of Services and shall not be removed or replaced without the prior written notification to the City.
**CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE INSURING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**

No Hassle Insurance Agency  
1400 E. Cooley Dr. Ste. 202-A  
Coit, CA 92334  
License #: 0274924

**INSURED**

Global Urban Strategies, Inc.  
530 South Lake Ave. #148  
Pasadena, CA 91101

**COVERAGE**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

Scheduled Auto: 2007 MERCEDES-BENZ E350  
VIN: WDBUF36X7BO518972

**CERTIFICATE HOLDER**

**CANCELLATION**

**EVIDENCE OF INSURANCE**

©1998-2018 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
biBERK
P.O. Box 113247
Stamford, CT 06911

**CONTACT**
PHONE: 844-472-0967
E-MAIL: SalesSupport@biBERK.com

**INSURED**
Global Urban Strategies, Inc.
1605 South Date Avenue
Alhambra, CA 91803

**INSURER(S) AFFORADING COVERAGE**
NAIC #: 32280

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**COVERAGES**

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<td>DAMAGE TO RENTED PREMISES (EA occurrence)</td>
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<td>PROPERTY DAMAGE (Per accident)</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Exclusions:
Omar E. Hernandez; Nora C. Hernandez;

CERTIFICATE HOLDER

STANTEC AND THE STATE OF CALIFORNIA
3301 C. STREET SUITE 1900
Sacramento, CA 95816

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
Fee Schedule
VIII. Fee Schedule

*Global Urban Strategies, Incorporated* will be compensated at an all-inclusive hourly rate listed below:

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
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<tr>
<td>A. Senior Staff</td>
<td>$105/HR</td>
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<tr>
<td>President / Point of Contact</td>
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<tr>
<td>Director of Public Affairs</td>
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<td>B. Community Outreach Manager</td>
<td>$85/HR</td>
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<td>C. Graphic Design</td>
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<td>C. Clerical</td>
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The hourly fees above are all-inclusive.
Quality Control
X. Quality Control

Responsibility

The Public Affairs Director working in conjunction with the Community Outreach Manager will be responsible for the routine management of the City’s accounts, promoting and advertising policies of the City, including any review, improvements, implementations, modifications, and monitoring to the policies and procedures. All marketing materials released for distribution or publication must be reviewed and have final approval by the Public Affairs Director and the City’s designee.

The Public Affairs Director is responsible for sustaining and retaining all marketing materials, including the following:

- Created marketing material
- Support of documents for any claims, information, or facts presented
- Recipients list
- Additional requirements

City correspondence approval and review is the accountability of the Public Affairs Director. When delivering correspondence to City’s designee, City must ensure that commentaries do not controvert the strictures of the policy.

Personnel not designated as City representatives are not authorized to provide any advice or commendations, on the overall operation and implementation, provide any commentary on a City’s account, including any other language that may be interpreted by the City or potential City or regulators as presenting marketing advice.

Company’s personnel must warrant all correspondence received from or sent to a City or prospective City is conserved as part of the firm’s records and books. The Public Affairs Director is responsible for administrating training all company’s personnel understand, are aware of and follow the firm’s policies and procedures. S/he is responsible for monitoring, implementing, and continually testing the policies and procedures.

Social Media Platforms

The following social media websites are used to contact City’s or for further business purposes. No other social media stages or platforms are permitted:

- Facebook
- Twitter
- Instagram
- LinkedIn

Monitoring

All advertisements and communications on social media websites are monitored. Publicized and posted content is monitored and, if contentious, will be identified for review and responded in the event of an issue. In addition, Global Urban Strategies, Inc. utilizes a paid services for all of clients that specializes in tracking and monitoring any instances where the City’s name would appear on social media, print, radio or television.

Content Approval

No content shall be published or posted without proper
approval. Content approval and review workflow procedures apply to all users. A pre-approved content material or library shall be available to all approved users.

### Platform Standards and Procedures

No private or confidential information shall be shared. Handling social media for unsuitable purposes, in violation of copyright infringement laws, to slander or defame others, or for communicating offensive material is prohibited. Social media postings shall not convey any fallacious statements or any statements that are misleading or false. Posting or publication of any City testimonials is prohibited unless specifically requested by the client. Company management will be able to access any social media account that is used for business purposes, including all employees’ accounts, if they are used for any business purposes.

### Personal Platforms

The company uses specific technology to administer and monitor social networking sites and to authenticate all City communication. Employees operating personal social media accounts for business use shall only use company authorized technology to warrant regulatory requirements are met.

### Employee Training

Employee Training Program shall be established for employees’ use (both business and personal connection) of social media websites. This service can be provided to the City at the City’s request.

### Practice Audits

At least monthly, the Public Affairs Director will be evaluating the marketing communications and advertisements published during the previous month. Real situations and uses will be confirmed to verify the evaluation process was applied, and only pre-approved language was applied. The Public Affairs Director will conclude an annual assessment and review of the evaluation and approval.

### Communications

Our company operates the following communication methods to promote and market our clients’ needs and services:

- Social networking websites
- Website development
- Article reprints
- Case studies
- Brochures and collateral materials design
- Copy writing
- Paid advertisements on radio and television
- Press Releases
- Public Information Officer services
- Media Training and support
- Outreach and Stakeholder engagement
- Meeting facilitation and design charrettes
- Production of audio and video files
- Illustration/Graphic/Web Design
- Information Tracking and monitoring
Required Documents
APPENDIX B

PROJECT MANAGEMENT SERVICES RFP

SUMMARY SHEET

Firm Name: Global Urban Strategies, Inc.

Firm Parent or Ownership: Omar E. Hernandez

Firm Address: 530 South Lake Avenue, #478, Pasadena, CA 91101

Firm Telephone Number: (626) 383-6565 Fax Number: (626) 389-5636

Firm Email Address: omar@global-urban.com

Firm Website: www.global-urban.com

Number of years in existence: 4

Management Contact (person authorized to sign an agreement for the firm; and ultimately responsible for services required for this Request for Proposal):

Name: Omar E. Hernandez Title: President

Telephone Number: (626) 383-6565 Fax: (626) 389-5636

Email: omar@global-urban.com

Types of services provided by your firm:

Public Relations, Graphic/Web Design, video and animation design, Stakeholder engagement, Social media campaigns and tracking, Grant Writing, Coalition building, legislation analysis and government affairs.
APPENDIX C

PROJECT MANAGEMENT SERVICES RFP

CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF CUDAHY'S PROFESSIONAL SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION OF TERMS (if any)

By signing this form below, the firm certifies that the attached Agreement in Appendix B is acceptable to the firm and will be signed upon selection of the firm to perform consulting services for the City of Cudahy, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm's Management Representative authorized to sign an agreement:

Omar E. Hernandez
Name

President
Title

Signature

10/15/19
Date

Firm Name: Global Urban Strategies, Inc.
Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** “False Claims Act”, as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

**FALSE CLAIMS ACT CERTIFICATION**

If the Proposer has no False Claims Act violations as described above, complete the following:

I, **Omar E. Hernandez**

(Print name of person responsible for submitting proposal)

am the **President**

(Title with proposing entity)

of **Global Urban Strategies, Inc.**

(Print Name of Proposing Entity)

(hereinafter, “Proposer”).

In submitting a proposal to the City of Cudahy, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this **17th** day of **October** at **Alhambra, CA**

(month and year) (city and state)

By

(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)
Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive.** Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible. For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics’ liens or stop notices. Provide on the following page labeled “Civil Litigation History Information:” (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

**CIVIL LITIGATION CERTIFICATION**

If the **Proposer** has no civil litigation history to report as described above, complete the following:

I, Omar E. Hernandez ___________________________ am the ___________________________ President ___________________________ (Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of Global Urban Strategies, Inc. ___________________________ (hereinafter, "Proposer").

(Print Name of Proposing Entity)

In submitting a Proposal to the City of Cudahy for Project Management Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 17th day of October ___________ at Alhambra, CA ___________________________ (month and year) (city and state)

by ___________________________

(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

45
Submitted by
Global Urban Strategies, Incorporated
530 South Lake Avenue, #478
Pasadena, CA 91101

Authorized Representative:
Omar E. Hernández
President

Contact Phone Number:
(626) 383 6565

www.global-urban.com
REQUEST FOR PROPOSALS TO PROVIDE

Public Relations and Community Outreach Services

TO THE CITY OF CUDAHY
REQUEST FOR PROPOSALS TO PROVIDE

Public Relations and Community Outreach Services

TO THE CITY OF CUDAHY
IMPORTANT NOTE...After reviewing all services listed in the RFP, the Proud Digital Media (PDM) retail price would be a minimum of $12,300 per month. To assist the City of Cudahy with meeting their budget requirements, PDM is discounting our retail price by 60%. PDM's bid price for the proposal contained in the RFP is a flat fee of $4,920 per month.
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<th>Page</th>
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<td>Public Relations and Community Outreach Survey</td>
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<td>Procedures and Methodology Plan</td>
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<td>Appendix A Financial Solvency</td>
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<td>Appendix C Photographs of Studio</td>
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<td>Appendix D Equipment List</td>
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Office of the City Clerk  
City of Cudahy  
5220 Santa Ana Street  
Cudahy, CA 90201

Re: City of Cudahy RFP  
Public Relations and  
Community Outreach Program  

October 11, 2019

Dear Mr. Jose E. Pulido:

In the past, the City of Cudahy has experienced negative issues and problems including but not limited to three Cudahy City officials, two of which were City Council members, convicted of bribery charges and sent to prison. In recent years, the City has made significant improvements, and it is now time to re-brand, re-focus, re-educate and create consistently positive city-wide communication.

To effectively change the historically negative image, the City of Cudahy will need to contract with a proven public relations agency that can create a plan, develop content and effectively disseminate the information in both English and Spanish. Proud Digital Media is, by far, the best choice to successfully complete this challenge at a flat-fee price that is set within the City budgetary requirements.

Proud Digital Media (PDM) is uniquely qualified to successfully, professionally and cost-effectively complete the City of Cudahy requirements as listed in this RFP. In 2014, this company started as Lawson Social Media Marketing which taught businesses and organizations how to use social media for communication, engagement, information and sales. In 2015, the company shifted to Pomona Proud Community News which re-branded to create a city-centered social media network to promote the positive within a single city. In 2017, we had a devastating fire, and we moved to Upland where we built a state-of-the-art film / photography studio, increased our services to multiple cities and changed our name to Proud Digital Media.

In our five years of development, PDM has become a leading municipal expert on using social media to inform, engage and educate local residents. Our proven social media statistical results, within a given community, are nothing short of amazing. PDM uses multiple levels of
communication to promote positive information, increase city-wide pride and promote shopping locally to increase city revenues and citizen engagement.

PDM offers extensive video and film production; photography; studio rentals; social media consulting and management; classes and affordable, and cost-effective social media public relations/marketing content creation and dissemination.

PDM has no debt nor any existing or impending litigation. PDM has excellent references and a highly educated, quality, professional staff with years of experience and proven results. PDM is financially stable, and the majority of the staff are bilingual.

After reviewing the many positive City of Cudahy changes in recent years, PDM would be honored to be given the opportunity to help the City of Cudahy rebrand and successfully complete the extensive requirements as listed in the RFP.

Proud Digital Media, as a company, was specifically created to help cities use social media to maximize positive communication making the community a better place for residents, businesses and visitors. Please do not hesitate to call us directly if you have any questions, concerns and/or comments.

Sincerely,

Yvonne Rodriguez Lawson, M.D.
CEO, Proud Digital Media

Gary W. Lawson, DPA
VP, Proud Digital Media
A. Name, address, principal place of business, telephone number, fax number/ email address of legal entity with which contract would be written.

Proud Digital Media,
A California Corporation
1933 W. 11th St., Suite B
Upland, California 91786
Telephone Number (844) 907-7683
Cell Phone Number (909) 573-7565
Fax Number (909) 621-1336
Email Address Gary@ProudDigitalMedia.com

B. Name, title, address, email address, and telephone number of each principal officer.

Yvonne Rodriguez Lawson, MD
CEO
Proud Digital Media
1933 W. 11th St., Suite B
Upland, California 91786
Yvonne@ProudDigitalMedia.com
Cell Phone (909) 636-3817

Gary Wayne Lawson, DPA
Vice President
Proud Digital Media
1933 W. 11th St., Suite B
Upland, California 91786
Gary@ProudDigitalMedia.com
Cell Phone (909) 573-7565
C. Legal status of the firm (partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.

S Corporation

https://businessfilings.sos.ca.gov/  Last statement filed on: 6/28/2019

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<tr>
<td>Incorporation</td>
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<tr>
<td>Date: 7/19/2017</td>
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<td>Type: Domestic Stock</td>
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</table>

Address

4289 FRANCIS AVE,
CHINO, CA 91710

Agent For Service Of Process

GARY W LAWSON
1933 W 11TH ST SUITE B,
UPLAND, CA 91786

D. Documentation on the financial status of the firm to ensure the firm will continue in business through the contract period and finance the costs of adequate personnel and other support requirements.

a. Please see Appendix A for PDM Financial Revenues & Expenses

IMPORTANT FINANCIAL NOTE... Proud Digital Media is financed by the two principal owners. If necessary, they can provide proof of assets to cover three years of business expenses. The current business has no debt. The owners both have excellent credit scores. Dr. Gary Lawson - Equifax (10/09/2019) 815 "A". Dr. Yvonne Rodriguez Lawson (10/09/2019) Transunion 812 "A" The owners have no debt and own their primary residence with no mortgage.
Organizational Information

Organizational Chart

PROUD DIGITAL MEDIA
A California Corporation

[Diagram of organizational structure]

Page 5
Name: Yvonne Rodriguez Lawson, MD

Languages: English, fluent Spanish

Company email: Yvonne@ProudDigitalMedia.com

Title: CEO

Responsibilities: Human resources; Financial including but not limited to accounts payable, accounts receivable, billing, budgeting, profit and loss, taxes, payroll; insurance; inventory; IT; computers; technology; purchasing; physical plant; overseeing production; quality control; monitoring statistical results; in addition to internal management Dr. Lawson monitors bids, RFPS, contracting results and all contracting services.

How long have you worked at PDM: 2 years since 2017-present

Education

- Degree title: Bachelors in Arts, Biology
- Date of completion: July 1977
- School attended: Cornell University

Education

- Degree title: Medical Doctor
- Date of completion: July 1980
- School attended: Dartmouth Medical School

Credentials

- Degree title: Board Certified Family Physician, Assistant Clinical Professor
- Date of completion: June 1983
- School attended: University California, Irvine Medical Group
Skills: Detail oriented, competent, professional, extremely intelligent, computer excellence, problem solver, technologically astute.

Experience:
- CEO of Proud Digital Media (2017-present)
- Board Member at Magan Medical Group from (1993-2017)
- Owner of Lawson Medical Group from (1987-1993)
- Assistant Clinical Professor at University California, Irvine from (1983-1987)
- Board Certified Physician for over 35 years
- Sold business in 2017 and retired as a physician in 2018.

Awards: Fellow American Academy, Family Physicians.

Community activities/ involvement: Board Member/Owner Magan Medical Group; Board Member Red Cross; Former Girl Scout Leader; Staff member of multiple hospitals.

Additional Information: Married 36 years; mother to 3 daughters, 3 son-in-laws, 6 grandchildren, financially solvent; no debt, no pending court cases, no traffic tickets,
Name: Gary W Lawson, DPA
Languages: English; Basic Spanish
Company email: Gary@ProudDigitalMedia.com
Title: V.P. Marketing/Social Media
Responsibilities: Marketing, contracting; social media; branding, consulting; monitor local and national publications and trends; monitor and report on statistical communication metrics; creation and monitoring of short and long term communications outreach; develop and monitor strategic communication plan; manage media relations; manage and monitor the use of all forms of communication (including social media platforms); attend customer strategic meeting, provide strategic support for communication projects for campaigns; develop vision and mission statements; write news releases, media advisceries, and informational material; write scripts; maintain client relations; develop a concrete social media strategies with social media including but not limited to: facebook, instagram, twitter, linked in, and youtube; maintain email marketing systems; geo-target key audiences and messaging; evaluate video, films; and other forms of communication and other duties as needed.

How long have you worked at PDM: Founded PDM 2017

Education
- Degree title: Doctor of Public Administration
- Date of completion: July 2005
- School attended: University of La Verne
Education

- **Degree title:** Masters of Organizational Management
- **Date of completion:** July 1995
- **School attended:** University of Phoenix

Education

- **Degree title:** Bachelors of Arts in Communication (emphasis Public Relations)
- **Date of completion:** July 1983
- **School attended:** California State University, Fullerton

Skills: Adjunct University Professor; Multiple Universities

Experience:

- **PDM Film Studios, Vice President (August 2017-present)**
- **Lawson Social Media, CEO (August 2014-August 2017)**
- **College of the Canyons** 13 years (2005-2018); taught marketing, business, entrepreneurship
- **Cal Poly University, Pomona** 5 years; taught marketing for MBA candidates and undergraduate students
- **Cal State University, San Bernardino** 7 years; taught business communication or MBA candidates and undergraduate students
- **University of Redlands** 3 years; taught marketing certification program
- **Southern States University** 5 years; taught marketing and business management to MBA candidates
  - Board of Directors 2 years
- **California State University, Long Beach** 3 years; taught marketing to undergraduate students
- California State University, Los Angeles 2 years; taught social media marketing to undergraduate students

**Author:** 2 Marketing textbooks; published 13 Cabells listed academic journal articles

**Community activities/ involvement:** Board of Directors Chino American Legion; U.S. Navy Veteran; California National Guard Veteran

**Additional Information:** Married 36 years; father to 3 daughters, 3 son-in-laws, 6 grandchildren, financially solvent; no debt, no pending court cases, no traffic tickets.
Name: Marco Jacome
Languages: English, Fluent Spanish

Company email: marcojacome.pdm@gmail.com

Title: Production Manager Responsibilities: Director, Camera Operator, Photographer, Graphic Designer, Drone Operator

How long have you worked at PDM: 2017-present

Education
- Degree title: Film and Production Certification
- Date of completion: 2001
- School attended: New York Film Academy

Skills: Adobe CC, Premiere Pro, Illustrator, Photoshop, After Effects

Experience:
- PDM Film Studios, Director of Production (August 2017-present)
- Lawson Social Media, Director of Production (August 2014-August 2017)
- Pacific Western Sales, Graphic Designer/photographer (August 2009-2014)
- Old Time Portraits, Photographer (April 2008-August 2009)
- JCPenney Life Touch Portraits (2004-2007)

Community activities/ involvement: Adult Softball; Photography classes and training.

Examples of work: Hundreds of multi-media examples including but not limited to the following; in-studio photography, portraits, on location photography, aerial photography, product photography, graphics, branding, logos, videography, in-studio films, on location films, state of the city video, government videos, public relation videos, public service announcement films, and more.
Additional information: Married 16 years, 15 year old teenage daughter, no pending court cases.
Name: Michelle Jacome
Languages: English

Company email: michellejacome.pdm@gmail.com

Title: Office Manager

Responsibilities: Management of 200 nationwide social media platforms; billing; contract management; social media development; social media scheduling; create social media content; organize office operations and procedures; provide general support to visitors; management of executives' schedules; calendars and appointments; perform, review, and analysis of special projects; management of marketing staff; management of internal staff relations.

How long have you worked at PDM: 2017-present

Education
- Degree title: High School degree
- Date of completion: June 2002
- School attended: Montclair High School

Skills: Planning and Organization, Delegation, Inventory Control Analysis and Assessment, social media management, computer skills.

Examples of work: 200 active nationwide social media platforms

Additional information: Married 16 years, 15 year old teenage daughter, no pending court cases.
Name: Diana Gonzalez

Languages: English, Fluent Spanish

Company email: dianag.pdm@gmail.com

Title: Marketing Specialist/ social media, website development

Responsibilities: Regulate Google Ads and Analytics, Google My Business, Yelp for Business Owners, and Microsoft Advertising for the business. Manage and edit business’ website pages. Communicate and build strong relationships with customers and businesses. Management of business’ multiple Social Media sites, creating content, monitoring statistical results; and other jobs as required. On camera personality.

How long have you worked at PDM: July 2019-present

Education:
- Degree title: Bachelors of Arts in Marketing Management
- Date of completion: Expected May 2020
- School attended: California State Polytechnic University, Pomona

Skills: Creative Thinker, Problem Solver, Collaborative Team Player, Website Management Skills, Critical Thinker, Organizational Skills.

Experience:
- PDM Film Studios- Marketing Specialist
- The Old Spaghetti Factory- Marketing Assistant/ Secretary/ Server

Awards: Completion of the Interdisciplinary General Education (IGE) Program

Community activities/ involvement: Heal the Bay Beach Clean-up, Donations to the Inland Valley Humane Society, Superhero 5K Run/Walk Health Safety Expo Volunteer

Additional information: Collegiate Member of Delta Sigma Pi
Name: Vanessa Martinez - Primary Contact for City of Cudahy Contract

Languages: English, Fluent Spanish

Company email: vanessam.pdm@gmail.com

Title: Marketing/ Contracting

Responsibilities: Social media, contracting, networking, marketing.

How long have you worked at PDM: August 2019- Present

Education

- Degree title: Bachelors of Arts in Communications, Public Relations and Advertising
- Date of completion: May 2018
- School attended: California State University, Los Angeles

Skills: content creation, social media strategy, networking, contract management.

Experience:

- Marketing Contracting Manager at Proud Digital Media (August 2019-Present)
- Marketing Coordinator at Cogua Aquatics (July 2014-August 2019)
- Marketing Intern at WEXL Non Profit Organization (January 2018-May 2018)
Name: Carmen Arreola (Patty)
Languages: English, Spanish

Company email: carmena.pdm@gmail.com

Title: Editor, Camera Operator

Responsibilities: editing, camera operator, photography, films.

How long have you worked at PDM: October 2019- present

Education:
- **Degree title:** Bachelors in Theatre, Film, and Digital Production
- **Date of completion:** June 2018
- **School attended:** University of California, Riverside

Skills: Adobe premiere pro certified, photoshop, apple computer proficiency, sony camera proficiency.

Experience: Freelance cinematographer and Editor, Head Editor for Student film.
Name: Stephanie Joseph

Languages: English

Company email: stephaniej.pdm@gmail.com

Title: On Camera Personality

Responsibilities: On camera personality, editing, camera operator.

How long have you worked at PDM: October 2019-Present

Education

- Degree title: Bachelors in Communication, Broadcast Journalism

- Date of completion: May 2020

- School attended: University of La Verne

Skills: editing, adobe premiere, on camera experience, team player, outgoing, strong ability to multitask, hard worker.

Experience:

- University of La Verne, Foothill Community News (August 2019-present)

- University of La Verne, Campus Times (February 2019- May 2019)

- University of La Verne, Promotions Coordinator (September 2017-May 2018)

Awards: Recipient of Barack Obama Honors Award

Community activities/ involvement: Events Chair for the University of La Verne HerCampus
Certifications
Award winning video and social media advertising

Best in Show - Western Municipal Water District by PRSA Inland Empire 2018

Award of Excellence for Communication Lab presented by OCPRSA in September 27, 2018
Previous Experience
Partial List- Hundreds of Additional Examples Available

Comparable Work

Performance for Your Post

Distracted Walking City of Montclair Public Service Announcement regarding a new law - posted July 14, 2018 on Montclair Proud via Facebook
https://www.facebook.com/montclairproud/videos/1028410727326674/
La Verne Proud

Published by Gary Lawson III • July 3, 2018

LA VERNE DID YOU KNOW there is an EXACT REPLICA of the LIBERTY BELL in front of the La Verne City Hall? Have a Great 4th of July, and enjoy La Verne’s many community patriotic celebrations. See yesterday’s video post on this La Verne Proud page for a list of all the local activities.

La Verne Liberty Bell

07-11

Start Watch Party

La Verne Liberty Bell with La Verne Mayor Don Kendrick- posted July 3, 2018 on La Verne Proud via Facebook

https://www.facebook.com/lavernepraud/videos/625851937748548/
Let's stay healthy Fontana with Fontana Mayor Aquanetta Warren- posted November 3, 2017 on Fontana Proud via Facebook

https://www.facebook.com/FontanaProud/videos/1957224571202038/
EXCLUSIVE Montclair Beautification Program CONGRATULATIONS to the 2018 Most Beautiful Home in Montclair Award Winner #MontclairProud

Montclair 2018 Most Beautiful Home

10,454 People Reached
1,080 Engagements

Boosted on Aug 18, 2018
By Gary Lawson

Performance for Your Post

10,454 People Reached
5,802 5-Second Video Views
776 Reactions, Comments & Shares

434 Likes
139 On Post
295 On Shares

59 Love
10 On Post
46 On Shares

1 HaHa
0 On Post
1 On Shares

60 Wow
6 On Post
54 On Shares

173 Comments
24 On Post
151 On Shares

48 Shares
47 On Post
1 On Shares

2,304 Post Clicks

Most beautiful home in Montclair with Montclair Mayor John Dutrey- posted August 18, 2018 on Montclair Proud via Facebook

https://www.facebook.com/montclairproud/videos/2064817530205588/
**Chino Hills Holiday Boat Parade with Chino Hills Mayor Peter Rogers** - posted on December 10, 2018 Chino Hills Proud via Facebook

Exclusive Monte Vista Traffic Advisory with Montclair Mayor John Dutrey- posted June 5, 2018 on Montclair Proud via Facebook (award winning video)

https://www.facebook.com/montclairproud/videos/991914077643006/
J.T. Basketball video with Mayor Don Kendrick- posted September 24, 2019 on La Verne Proud via Facebook
https://www.facebook.com/laverneproud/videos/vb.216285395371873/614240738980308/?type=2&theater
La Verne Proud

Published by Gay, Lawson (71) April 10

IMPORTANT LA VERNE INFORMATION! City of La Verne 2019 State of the City Update with La Verne Mayor, Don Kendrick. Watch video below to see the entire City Update and get a comprehensive overview of what is happening in La Verne. Spread the word! Please share with other La Verne residents.

2019 La Verne State of the City
4:30

4,775 People Reached
388 Engagements

Performance for Your Post

4,775 People Reached
3,172 6-Second Video Views
82 Real N. V., Comments & Shares

49
Like
37
On Post
12
On Shares

3
Love
2
On Post
1
On Shares

1
Haha
0
On Post
1
On Shares

1
Angry
7
On Post
0
On Shares

4
Comments
3
On Post
1
On Shares

24
Shares
22
On Post
1
On Shares

306 Post Clicks

La Verne State of City 2019- posted April 10, 2019 on La Verne Proud via Facebook
https://www.facebook.com/laverneproud/videos/1758622077573147/

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Ontario Airport Information and Tour with San Bernardino County Supervisor Curt Hagman—posted December 17, 2018 on Ontario Proud via Facebook  
Pomona History Mini Series- posted May 12, 2015 on Proud Digital Media via Youtube
https://youtu.be/hZaqRPu3DyM
Stater Brothers Opening Day - posted on Pomona Proud via Instagram

https://www.instagram.com/p/Bw44Eimh9xZ/?igshid=na02yvsysxigx
References

Aquanette Warren
Mayor of Fontana
awarren@fontana.org
(909) 350-7601

Don Kendrick
Mayor of La Verne
don@donkendrick.com
(909) 992-8499

John Dutrey
Mayor of Montclair
dutrey@verizon.net
(909) 228-4473

Zeb Welborn
Chino Valley Chamber of Commerce
zwelborn@chinovallychamber.com
(909) 973-9089
Procedures and Methodology

CITY OF CUDAHY (survey draft)
Public Relations and Community Outreach Survey

This survey is anonymous. The information will be used for informational purposes only. Please, be honest and open in answering the questions. If you would like to speak to someone directly and confidentiality, please contact Dr. Gary Lawson on his personal cellphone at (909) 573-7565.

1. On a scale of 1-10 (1 representing bad and 10 representing great) what is the reputation of the City of Cudahy within city limits (businesses, residents, and visitors)
   a. Please list your reasons for giving this number

2. On a scale of 1-10 (1 representing bad and 10 representing great) what is the reputation of the City of Cudahy within the region
   a. Please list your reasons for giving this number

3. List negative issues related to the City of Cudahy

4. Write down any comments, ideas, and/or suggestions to reduce the negative issues listed above.

5. Write down any additional comments, ideas, or suggestions that would help promote the positive in the City of Cudahy to make the city a better place to work, live, visit, and maximize community pride.

6. Write down any comments, ideas, and/or suggestions to promote local businesses; increase city taxes; promote shopping local; promote city engagement; maximize city communications and transparency.

7. Write down any events or information that need to be added to a 12 month city-wide calendar; include dates; times; location; fees; who should attend; and general information about the event(s).

8. Any additional comments?
Procedures and Methodologies

Without a comprehensive micro and macro City of Cudahy research audit, it would be impossible to write a successful public relations campaign plan. Thus, the first month will be primarily focused on completing the following tasks including extensive research. Within 60 days, PDM will give the City of Cudahy the results of the research, and a written 12-month communication plan with measurable goals and quality control standards to measure the success of the campaign.

Within 30 Days

1. (Social Media Digital Audit) City of Cudahy will give PDM administrative access to all existing social media platforms including NIxle/Everbridge. PDM will do a comprehensive audit on all existing digital platforms including facebook, Instagram, Twitter and City website. PDM will review current email techniques.
2. (Macro Analysis) PDM will do research on what has been reported in the past regarding the City of Cudahy on existing local and national digital and print media. To ensure accurate information, respond to negative public comments and monitor new information on a real-time basis, PDM will purchase and monitor Yext. In addition, PDM will do a monthly Google search.
3. Dr. Gary Lawson will meet with city elected leaders and key city management staff.
4. PDM will create a list of city partners, influencers and key publics. Dr. Gary Lawson, Dr Yvoone Lawson and key staff will interact with key publics throughout the duration of the contract.
5. The City of Cudahy will give all elected leaders, commissioners, city management and city staff an anonymous survey to be given back to PDM for analysis within 15 days (draft included) This survey will be available on-line.
6. PDM will create Cudahy Proud facebook, Instagram, Twitter platforms to augment the City’s social media. These new social media channels will be used to assist in educating and advising subscribers on City issues, meetings, events, programs, services and/or projects on a monthly basis. Additionally, PDM will create a City of Cudahy YouTube.
7. Marco Jacome will provide graphic, photography, communication and film production services as needed throughout the length of the contract.
8. Dr. Gary Lawson will complete weekly strategy discussions with designated City contact(s). This will continue throughout the length of the contract.
9. Vanessa Martinez and Diana Gonzalez will develop original copy (text) copywriting and editing both English and Spanish throughout the duration of the contract.

31-60 Days

1. PDM will deliver a report regarding the results of the surveys, meetings and research.
2. PDM will develop a 12-month calendar and public campaign strategy for a city-wide communication and outreach plan with measurable goals.
3. Michelle Jacome will monitor and report on communication metrics on a monthly basis throughout the duration of the contract.
61+ Days

1. Continue all Account Management responsibilities as listed in the RFP
2. Continue Public Relations / Social Media responsibilities as listed in the RFP.
Proposed Staffing & Project Team

Dr. Yvonne Rodriguez Lawson will primarily responsible for quality control and planning.

Dr. Gary W. Lawson with a Public Administration Doctorate, Masters in Organizational Management, Public Relations B.A., 13 years of academic experience and 30 years of marketing experience will be the point person and main contact for the duration of the contract.

With 20 years of experience Marco Jacome will be responsible for graphics, photography and filmmaking.

Monitoring and reporting on results and metrics will be completed by Michelle Jacome.

Social media content creation and monitoring in English and Spanish will be completed by staff members Diana Gonzalez (final year of Marketing Degree) and Vanessa Martinez (B.A. Degree in Marketing from CSULA)
Other Information

Scope of work

Account Management
Proud Digital Media will execute a weekly strategy discussion with designated City contact(s) by phone or any other reasonable means of communication. Proud Digital Media will monitor local and national publications and online alerts for stories about Cudahy. Proud Digital Media will monitor and report on communications metrics on a monthly basis. Metrics may include, but are not limited to the following: hits per page; most visited page, total views; total time spent on website; bait clicking; and other performance measures as determined.

Proud Digital Media will develop and manage a 12-month calendar for City-wide communications and outreach plan. Proud Digital Media will provide leadership and direction for the implementation and maintenance of a citywide strategic communication plan that keeps the public and the workforce highly informed, engages the public in local government, and manages media relations. Proud Digital Media will manage and monitor the use of all forms of communication including social media platforms, the city’s media channels, print materials, and other communication methods that are available or might become available in the future.

Proud Digital Media will provide recommendations and strategies as deemed appropriate to enhance the City’s image, messaging and brand identity. Proud Digital Media will be in charge of content development, including quality graphic design. Proud Digital Media will develop an original copy (text), copywriting and editing in both English and Spanish. Proud Digital Media will manage a monthly digital news platform to educate and advise subscribers on City issues, meetings, events, programs, services and/or projects on a monthly basis.

Proud Digital Media will work with city partners and influencers to gather news about Cudahy for distribution via social media, e-news platform and/or City website. Proud Digital media will manage the City emergency communications platform, Nixle/Everbridge to inform residents about road closures and other public safety issues.

Public Relations
Proud Digital Media will enhance the City’s public media outlets by, providing strategic support for communications projects, initiatives, and campaigns designed to advance the City’s vision, mission, image and branding. Proud Digital Media will create

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messages to drive interaction and build excitement through sharing relevant content and providing opportunities to interact with the programs/services in English and Spanish.

Proud Digital Media will draft and edit news releases, and media advisories, informational material, then distribute to designated media outlets upon direction and approval by the City Manager or designee. Proud Digital Media will develop public relations strategies to raise public and community awareness of City matters upon direction and approval by the City Manager or designee.

Proud Digital Media will be track and respond to stories, events, crisis, in the media that may benefit the City from a response on behalf of the City, upon direction and approval by the City Manager or designee. Proud Digital Media will develop, draft, and disseminate press releases on behalf of the City as approved by the City Manager or designee.

Social Media
Proud Digital Media will develop a concrete social media strategy using the following social media platforms: Facebook, Twitter, LinkedIn and Instagram. Proud Digital Media will provide day-to-day management of social media channels, including monitoring, content creation, community engagement and advising on additional initiatives for effective communications.

Proud Digital Media will provide city staff with guidance on email marketing best practices and emails as a key source for social media content. Proud Digital Media identify appropriate imagery to use, where possible, to aid the work impact and reach of social media posts. Proud Digital Media will build messaging that can be used in various channels including social media and paid traditional media to geo-target key audiences through timely/relevant channels to drive awareness, create an emotional connection, educate on key actions, and drive traffic to the website.

Multimedia
Proud Digital Media will produce one to three monthly videos in English and Spanish, ranging between 30-60 seconds, that addresses a community issue, public information explanation, or event promotion. Proud Digital Media will assist City Staff in adding videos to its social media channels and other relevant media platforms.
Additionally, in 2019, the City will celebrate its 60th year anniversary. If Proud Digital Media is awarded this contract we will develop, implement, and manage an outreach and communications campaign. Proud Digital Media will create or coordinate in creating a commemorative 60th anniversary City logo, develop a public relations strategy to raise public and community awareness on the City’s 60th year anniversary. Proud Digital Media coordinate with City staff to successfully implement the strategy, and coordinate with City staff to schedule special events and promotions that stirs public excitement for the 60th year anniversary.
Insurance

For the following Insurance forms, please see Appendix B:

1. Commercial General liability insurance
2. Automobile insurance
3. Workers compensation insurance
4. Errors and omissions insurance
<table>
<thead>
<tr>
<th>Service</th>
<th>Retail</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 hours minimum (Monday to Sunday)</td>
<td>$160</td>
</tr>
<tr>
<td>After initial 2 hours</td>
<td>$80 per hour</td>
</tr>
<tr>
<td>After 6 hours</td>
<td>$70 per hour</td>
</tr>
<tr>
<td>*Includes usage of white and green infinity wall</td>
<td></td>
</tr>
<tr>
<td>*Includes usage of brick wall</td>
<td></td>
</tr>
<tr>
<td>*Fixed lights included</td>
<td></td>
</tr>
<tr>
<td>All day shoot (12 hours)</td>
<td>$2400</td>
</tr>
<tr>
<td>Half day shoot (6 hours)</td>
<td>$1200</td>
</tr>
<tr>
<td><strong>Production Crew</strong></td>
<td></td>
</tr>
<tr>
<td>Concept Development</td>
<td>$150 per hour</td>
</tr>
<tr>
<td>Production Consultation</td>
<td>$50 per hour + travel fee</td>
</tr>
<tr>
<td>Editing (1080 quality)</td>
<td>$90 per hour</td>
</tr>
<tr>
<td>Editing (4K quality)</td>
<td>$125 per hour</td>
</tr>
<tr>
<td>Camera Operator In-Studio*</td>
<td>$125 per hour</td>
</tr>
<tr>
<td>Camera Operator On-Location*</td>
<td>1080 quality $150 per hour + Travel</td>
</tr>
<tr>
<td></td>
<td>4K quality $200 per hour + travel</td>
</tr>
<tr>
<td>* Includes audio equipment &amp; viewing monitor</td>
<td></td>
</tr>
<tr>
<td>Photography In-Studio</td>
<td>$75 per half hour</td>
</tr>
<tr>
<td>Photography On-Location</td>
<td>$125 per hour + Travel</td>
</tr>
<tr>
<td>Technical Assistant</td>
<td>$25 per half hour</td>
</tr>
<tr>
<td>Photoshop* (price may vary on request)</td>
<td>$16 per picture; $50 per hour</td>
</tr>
<tr>
<td>Model / Actor Reel</td>
<td>$360 per hour</td>
</tr>
<tr>
<td>Graphic Design</td>
<td>$85 per hour</td>
</tr>
<tr>
<td>Unique Intro / Outro</td>
<td>$125 each</td>
</tr>
<tr>
<td>Drone with licensed operator</td>
<td>$175 per hour</td>
</tr>
<tr>
<td>Host / On-Camera Personality / Actor / Model</td>
<td>In-Studio $125 per hour</td>
</tr>
<tr>
<td></td>
<td>On-Location $150 per hour</td>
</tr>
<tr>
<td>Voice-over</td>
<td>$150 per minute</td>
</tr>
<tr>
<td>Script writing / Editing</td>
<td>$150 per minute</td>
</tr>
<tr>
<td>External Audio</td>
<td>$75 per hour</td>
</tr>
<tr>
<td>Teleprompter</td>
<td>$25 per hour</td>
</tr>
<tr>
<td>Floor Lights</td>
<td>$75 per hour</td>
</tr>
<tr>
<td>Service</td>
<td>Cost</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Make-up artist with on-site 2-hour touchup</td>
<td>$300</td>
</tr>
<tr>
<td>Acting Coach on-site</td>
<td>$200 per hour</td>
</tr>
<tr>
<td>Editing Classes</td>
<td>$75 per hour</td>
</tr>
<tr>
<td>DVDs</td>
<td>$2 per DVD; $90 editing</td>
</tr>
<tr>
<td>Social Media Distribution</td>
<td></td>
</tr>
<tr>
<td>Consultation</td>
<td>Included with promo</td>
</tr>
<tr>
<td>Facebook, Instagram, &amp; Twitter</td>
<td>1 city, 1 week</td>
</tr>
<tr>
<td>1 city, 1 week</td>
<td>$600 includes $100 boost</td>
</tr>
<tr>
<td>Instagram &amp; Twitter</td>
<td>$300</td>
</tr>
<tr>
<td>SEO YouTube</td>
<td>$250</td>
</tr>
<tr>
<td>Venue Rental</td>
<td></td>
</tr>
<tr>
<td>Special Event</td>
<td>$500 / 4 hours</td>
</tr>
<tr>
<td>Meeting</td>
<td>$45 per hour</td>
</tr>
</tbody>
</table>
Compensation Plan

CITY OF CUDAHY PROPOSED BUDGET “FLAT FEE” $4,520 MONTHLY

Retail Price $12,300 SAVINGS 60%

WEEKLY STRATEGY

Description:

- Phone meeting 1-2 hours a week (individual or conference calls)
- PDM will execute a weekly strategy discussion with designated city contacts by phone
- PDM will provide recommendations and strategies as deemed appropriate to enhance Cudahy’s image, messaging and brand identity.

Total Retail Price: $480 per month

MONITOR LOCAL & NATIONAL PUBLICATION

Description:

- Using “Yext” PDM will monitor local and national publications and online alerts for stories about Cudahy.

<table>
<thead>
<tr>
<th>Yext Plans</th>
<th>Yext Pricing</th>
<th>Yext Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emerging</td>
<td>$199/yr</td>
<td>The ‘Emerging’ Yext plan includes listings on MerchantCircle, ELocal and 30 other non-premium websites.</td>
</tr>
<tr>
<td>Essential</td>
<td>$449/yr</td>
<td>The ‘Essential’ Yext plan includes listings on key sites, including Facebook, Google, Yelp, and more.</td>
</tr>
<tr>
<td>Complete</td>
<td>$499/yr</td>
<td>The ‘Complete’ plan includes the full ‘Emerging’ and ‘Essential’ packages alongside PowerListings+ and Analytics.</td>
</tr>
<tr>
<td>Premium</td>
<td>$999/yr</td>
<td>The ‘Premium’ Yext plan contains everything from the other three packages, plus Review Monitoring and Yext Pages.</td>
</tr>
</tbody>
</table>

Total Retail Price: $100 monthly (plus Yext $499 yearly)
MONITOR & REPORT ALL METRICS

- PDM will monitor all communications methods 2 hours per week
- PDM will report on call communication metrics on a monthly basis.

Total Retail Price: $720 monthly

12 MONTH CITYWIDE CALENDAR

- PDM will develop and manage a 12-month citywide calendar for communications and outreach plan.
- PDM will manage calendar weekly and will contact each Cudahy city department to ensure calendar is accurate and up to date.
- Metrics may include but not limited to the following: Website, Facebook, Instagram, Twitter and YouTube.
- PDM will report month to month trend analysis

Total Retail Price: $200 monthly

COMMUNICATION PLAN AND CUDAHY PROUD SOCIAL MEDIA NETWORK

- PDM will create Cudahy Proud Facebook, Instagram and Twitter.
- PDM will use 12-month citywide calendar to create communication plan that keeps the public and workforce informed, engaged with the public and manages relations.
- PDM will report month to month trend analysis and page followers
- City Manager will CC PDM on all internal communications that is appropriate to the project, including City Manager newsletter (non-confidential information)

Total Retail Price: $1,000 monthly

MONITOR ALL FORMS OF COMMUNICATION

- PDM will create flyers, brochures, and graphics.
RFP City of Cudahy
Public Relations and Community Outreach Services

- PDM will manage and monitor all forms of Cudahy’s media channels, print materials and other communication methods.
- PDM will be in charge of content development including quality graphic design, will develop an original copy (text), copywriting, and branding in both English and Spanish. (Does not include Quarterly Magazine)

Total Retail Price: $1,000 monthly

NIXEL/EVERBRIDGE TO KEEP RESIDENTS INFORMED

- PDM will have someone on call 24 hours a day, 7 days a week in order to manage city emergency communication platform to inform residents about road closures and other public safety issues.

Total Retail Price: $1,000 monthly

PUBLIC RELATIONS

- PDM will enhance the city’s public media outlets; to include, providing strategic support for communications projects, initiatives, and campaigns designed to advance the city’s vision, mission, image and branding.

Total: $1,000 monthly

CONSULTING WITH DR. GARY LAWSON Total: $120 per hour

SOCIAL MEDIA

- PDM will develop a concrete social media strategy using the following social media platforms: Facebook, Instagram, Twitter and YouTube. PDM will provide day to day management of social media channels, including monitoring, content creation, community engagement and advising on additional initiatives for effective communications.
- PDM will build messaging that can be used in various channels including social media and paid traditional media to geo-target key audiences through timely/relevant channels to drive awareness, create an emotional connection and
educate on key actions and drive traffic to the website. The City of Cudahy will be responsible for the cost of any print or cost of any social media advertising.

**Total Retail Price: $500 per platform $2,000 monthly**

**MULTIMEDIA**

- PDM will produce three monthly videos in English and Spanish, ranging between 30-60 seconds, that addresses a community issue, public information explanation, or event promotion. PDM will assist city staff in adding videos to its social media channels including YouTube SEO and other relevant media platforms.

**Location:** In-Studio

**Description:** 3 In-Studio videos English & Spanish

**Location:** Upland Studio

**Video Production:**

- 2-hour studio time
- 1 camera operator
- 1-hour concept development
- Teleprompter
- 4K quality film
- 5 hours of editing
- Up to 3 hours of re-edits
- 2 hours graphic design
- Unique Intro/Outro
- Royalty Free music & photography
- Social Media Distribution (includes boosting for Facebook)

**Total Retail Price: $4,800 monthly**
Quality Control

Within 60 days, PDM will develop a 12-month calendar and public campaign strategy for City-wide communication and outreach with measurable goals. Then, on an on-going basis monitor the progress toward the listed goals, and make changes as needed.

Dr. Yvonne Rodriguez Lawson and/or Dr. Gary Lawson will review, edit and make changes to all communication created for the City of Cudahy.

Information from Yext, Google Analytics, Facebook Insights and other measurement tools for objective data will be used to increase quality control.

Feedback from social media followers, City management, City staff, City elected officials and key publics will be used to ensure quality control standards are met.
Appendix A PDM Customer Revenue
PDM Customer Revenue

<table>
<thead>
<tr>
<th>Jan - Mar 18</th>
<th>Apr - Jun 18</th>
<th>Jul - Sep 18</th>
<th>Oct - Dec 18</th>
<th>Jan - Mar 19</th>
<th>Apr - Jun 19</th>
<th>Jul - Sep 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,248</td>
<td>$15,056</td>
<td>$19,460</td>
<td>$26,469</td>
<td>$23,755</td>
<td>$20,200</td>
<td>$20,543</td>
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PDM Customer Revenue Table

<table>
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<tr>
<th>2018</th>
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<tbody>
<tr>
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<tr>
<td>$19,460</td>
<td>$20,543</td>
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<tr>
<td>Oct - Dec 18</td>
<td>Oct - Dec 19</td>
</tr>
<tr>
<td>$26,469</td>
<td>Pending</td>
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</table>
Appendix B Insurance

1. Commercial General Liability Insurance
   2. Automobile Insurance
   3. Workers Compensation Insurance

Errors and Omissions Insurance: Currently in the process of receiving a quote for this insurance. Proud Digital Media will purchase after being awarded this contract.
Account Information:

| Policy Holder Details          | PROUD DIGITAL MEDIA INC |

Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (866) 467-8730
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: https://business.thehartford.com

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<table>
<thead>
<tr>
<th>PRODUCER</th>
<th>PIA SELECT INSURANCE SOLUTIONS LLC</th>
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</thead>
<tbody>
<tr>
<td>Address</td>
<td>57128382 2810 CROW CANYON ROAD 115</td>
</tr>
<tr>
<td></td>
<td>SAN RAMON CA 94583</td>
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<table>
<thead>
<tr>
<th>INSURED</th>
<th>PROUD DIGITAL MEDIA INC</th>
</tr>
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<tbody>
<tr>
<td>Address</td>
<td>1933 W 11TH ST STE B</td>
</tr>
<tr>
<td></td>
<td>UPLAND CA 91786-3561</td>
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</table>

<table>
<thead>
<tr>
<th>CONTACT NAME</th>
<th>PHONE</th>
<th>FAX</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>(909) 753-0200 x 103</td>
<td>(888) 443-8112</td>
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<table>
<thead>
<tr>
<th>INSURER A</th>
<th>Sentinel Insurance Company Ltd.</th>
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<tr>
<td>NAIC</td>
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| INSURER B | |
|-----------| |
| INSURER C | |
| INSURER D | |
| INSURER E | |
| INSURER F | |

<table>
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<tr>
<th>COVERAGES</th>
<th>CERTIFICATE NUMBER:</th>
<th>REVISION NUMBER:</th>
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<tbody>
<tr>
<td>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</td>
<td></td>
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<table>
<thead>
<tr>
<th>INSRR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL INSR</th>
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<th>POLICY NUMBER</th>
<th>POLICY EFF IMM/DD/YYYY</th>
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<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>X</td>
<td>OCCUR</td>
<td>X</td>
<td>57 SBA B17892</td>
<td>09/01/2019</td>
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<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>GENERAL LIABILITY</td>
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<td>X</td>
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<td>09/01/2019</td>
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<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>SCHEDULED</td>
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<td>09/01/2019</td>
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<td>A</td>
<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
<td>CLAIMS-MADE</td>
<td></td>
<td></td>
<td>57 SBA B17892</td>
<td>09/01/2019</td>
</tr>
</tbody>
</table>

| WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY |
| ANY | YN | |
| PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A | |
| (Mandatory in NH) | If yes, describe under DESCRIPTION OF OPERATIONS below |

| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) |

Those usual to the Insured's Operations.

<table>
<thead>
<tr>
<th>CERTIFICATE HOLDER</th>
</tr>
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<tbody>
<tr>
<td>City of Cudahy</td>
</tr>
<tr>
<td>5220 Santa Ana</td>
</tr>
<tr>
<td>Cudahy CA 90201</td>
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<table>
<thead>
<tr>
<th>CANCELLATION</th>
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<tbody>
<tr>
<td>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>AUTHORIZED REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Susan L. Carter</td>
</tr>
</tbody>
</table>

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD.
## ADDITIONAL REMARKS SCHEDULE

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>NAMED INSURED</th>
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<tbody>
<tr>
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<tr>
<td>POLICY NUMBER</td>
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<tr>
<td>SEE ACORD 25</td>
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<td>EFFECTIVE DATE:</td>
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</table>

### ADDITIONAL REMARKS

This Additional Remarks Form is a Schedule to ACORD Form

**FORM NUMBER:** ACORD 25  **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SS0008, attached to this policy.

Coverage is primary and noncontributory per the Business Liability Coverage Form SS0008, attached to this policy.
**ADDITIONAL REMARKS SCHEDULE**

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<th>NAMED INSURED</th>
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<td>SEE ACORD 25</td>
<td>EFFECTIVE DATE: SEE ACORD 25</td>
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**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25  FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SS0008, attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SS0008, attached to this policy.
Appendix C Photos of the Studio

Current photos of Proud Digital Media's Studio
### Appendix D List of Available Equipment

Full list of Proud Digital Media's available equipment.

<table>
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<th>Quantity</th>
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<tr>
<td>2. Acer Monitors</td>
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<tr>
<td>3. LG Monitor</td>
<td>1</td>
</tr>
<tr>
<td>4. HP Monitors</td>
<td>2</td>
</tr>
<tr>
<td>5. Ipad</td>
<td>1</td>
</tr>
<tr>
<td>6. Samsung Phone</td>
<td>1</td>
</tr>
<tr>
<td>7. IKAN 7' HDMI MONITOR</td>
<td>1</td>
</tr>
<tr>
<td>8. Samsung Tablets</td>
<td>17</td>
</tr>
<tr>
<td>9. Drone Phantom 3 Pro</td>
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</tr>
<tr>
<td>10. Batteries for Phantom Pro</td>
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<tr>
<td>11. Lumix GH85</td>
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<tr>
<td>12. Canon Rebel TSI</td>
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<tr>
<td>13. Lumix Battery</td>
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<tr>
<td>14. Cannon Battery</td>
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<tr>
<td>15. Go Pro Hero 5</td>
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</tr>
<tr>
<td>16. Cool Pix Nikon L330</td>
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<tr>
<td>17. Cool Pix Nikon L830</td>
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<tr>
<td>18. Rokinon 50mm DS T1.5 Cine Lens</td>
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<tr>
<td>19. Panasonic DMC GH4 upgrade</td>
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<tr>
<td>20. Rokinon 12mm DS T1.5 Cine Lens for Micro</td>
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<td>21. Panasonic DC-GH5 Camera Body</td>
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<td>22. Sony Cybershot G</td>
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<tr>
<td>Item Description</td>
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<td>Saramonic PAX 2</td>
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<td>Saramonic Wireless Mic</td>
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<td>Dracast Light Stands</td>
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<tr>
<td>Dracast Solk Ray LED Round</td>
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<tr>
<td>LightGVM Lights</td>
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<tr>
<td>RAVPower Charger (2 batteries each)</td>
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<tr>
<td>Emart Lights</td>
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<tr>
<td>Pro Photo Studio Light Kit</td>
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<td>EVO Gimbal RAGE</td>
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<td>Teleprompter</td>
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<td>Shoulder Mount</td>
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<tr>
<td>Davis &amp; Sanford 75mm ProVista Tripod</td>
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<tr>
<td>Ravelli Tripod</td>
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<td>Drobo N5</td>
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<td>Brother Scanner</td>
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<tr>
<td>Canon Fax Machine</td>
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<td>Dymo Label Maker</td>
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<td>Canon Printer</td>
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<tr>
<td>Steamer XL</td>
<td>1</td>
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</tbody>
</table>
PROPOSAL TO PROVIDE
PUBLIC RELATIONS AND COMMUNITY
OUTREACH SERVICES

PRESENTED TO:
THE CITY OF CUDAHY
OFFICE OF THE CITY CLERK
5220 SANTA ANA STREET
CUDAHY, CA 90201

PRESENTED BY:
BBPR, INC. (DBA BBR)
OCTOBER 17, 2019
October 17, 2019

City of Cudahy
Office of the City Clerk
5220 Santa Ana Street
Cudahy, CA 90201

Hello! Meet BBPR, Inc. (DBA BBR). We are thrilled to present our credentials to you to provide public relations and community outreach services for the City of Cudahy.

We are a small, but mighty, award-winning group of independent contractors, with more than 20 years of experience in the following:

Account Management
Web Site Creation
Brand Identity
Strategic Planning
Issues Management
Crisis Communications
Multi-language Communications
Software Development

Video Production
Public Relations
Social Media
Multi Media
Special Events
Strategic Partnerships
Advertising – design and buying
App Development

The firm has represented a significant number of government entities, including:

- The Los Angeles County Sanitation District E-Waste and Household Hazardous Waste Round Ups
  o The City of Cudahy was a partner participant; we worked with you to promote your City’s HHW Roundups for more than 12 years.

- The Los Angeles County Department of Public Works (partner with the Sanitation Districts)

- The Los Angeles County Sanitation District Self Regenerating Water Softener Pilot Project
  o Took place in Santa Clarita

- The Los Angeles County Sanitation District Lindane Use Reduction Pilot Project
  o Took place in Long Beach
  o Received major attention and resulted in a local ban on Lindane
- The Los Angeles County Department of Health - Office of HIV/AIDS Programs and Policy
  o AIDS/HIV media relations and advertising

- The Los Angeles County Office of Health – Office of Emergency Preparedness
  o Multi-language, multi-media campaign

Examples of other similar accounts making use of our categorical expertise:

- Saint John’s Health Center – Santa Monica
- San Fernando Valley Mental Health Services
- Philippe the Original 85th, 90th, 100th Anniversary Celebrations

Agency Information:

- BBPR, Inc.
  1296-1/2 Devon Avenue
  Los Angeles, CA 90024
  Telephone: 310-656-4668
  www.bbprinc.com

- Principal:
  Barbara Bishop, President
  Address/Phone/E-mail same as above

- Firm legal status: Corporation
- Year founded: 1996

- Financial status stable (back-up documents available upon request)
  o BBPR, Inc. ensures the firm will continue business through the contract period and finance the costs of adequate personnel and other support documents as required/requested by City of Cudahy.

Sincerely,

Barbara Bishop
President
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A. General Overview/Cover Letter

The cover letter is submitted separately from this response and included with the submission documents.

a. Business Information
   Legal Name: BBPR, Inc./DBA BBR
   Address/Place of Business: 1296-1/2 Devon Avenue, Los Angeles CA. 90024
   Telephone: 310-656-4668
   Type of Entity: S. Corp
   Contact Person: Barbara Bishop (barbara@bbprinc.com)

b. Principal Officer
   Name: Barbara Bishop
   Title: CEO
   Email address: barbara@bbprinc.com
   Telephone number: 310-991-9141

c. Legal Status and Start Date
   Legal status of the firm: Corporation (S CORP)
   Year the entity was organized: 1996

d. Documentation of financial status
   Documentation on the financial status of the firm to ensure the firm will continue in business through the contract period and finance the costs of adequate personnel and other support requirements
B. Organizational Information

Organization Chart

Leadership Team Bios: Skills, Experiences and Certifications

**Barbara Bishop Founder and President – BBPR, Inc.**
Barbara is an award-winning marketing/communications strategist, specializing in city, county and state public education, medical and issues involving children, homeless, women, mental health, as well HIV/AIDS education and consumer emergency preparedness.

She was a consultant for 15 years for the Household Hazardous Waste and E-Waste Roundup campaign, a project of the Los Angeles Sanitation Districts and the Los Angeles County Department of Public Works.

She has also been working in the emergency preparedness and community resilience area for more than 10 years, most recently with The Los Angeles County Health Department of Health, Emergency Preparedness and Resilience Department.

She and her colleagues developed the BeReadyLA multi-lingual web site, as well as developed and populated the campaign’s Facebook and Twitter accounts.
In addition, she worked with the County Office of AIDS Programs and Policy for nine years, media training their staff for a variety of print, electronic and online media opportunities, as well as providing media relations services for their programs.

Barbara was recently honored by receiving the Santa Monica Chamber of Commerce Chairman’s award as an outstanding member of the business community, receiving commendations from LA County, The California State Assembly, The California State Congress, The California State Senate and the City of Santa Monica.

Barbara is also an Emmy-nominated television producer, television host and journalist. She is currently co-producer of a national medical TV show, airing soon on FOX. She is a popular, well-read columnist for The Mirror Media Group in Santa Monica (running for 7 years) with “Hot Flash Universe.”

Barbara is on the Board of the Public Relations Society Los Angeles. She is a member of the Santa Monica Rotary and the Santa Monica Chamber of Commerce. She is also on the board of the Crossroads School Foundation.

**Jory Rosen – Creative Director and Project Management**

Jory Rosen has developed a reputation as one of the best creative marketing and advertising minds in the industry over the last 30 years. With over 100 successful campaign/brand launches and management, he has repeatedly shown that he knows what works and what the public wants.

Jory graduated from NYU with degrees in Political Science, Journalism and Comparative Literature. Within 48 hours of graduation, Jory went to work on a new national campaign for the Medic Alert Foundation. The goal for this non-profit was to raise awareness and help save lives in an emergency. While traditional marketing methods were utilized, it was the non-traditional that Jory developed that turned the campaign into a hit. Pharmacists across the country began to give presentations in the community on saving lives, with all the materials and presentation being provided free of charge by Medic Alert. Pharmacists were able to receive their needed continuing education credits and Medic Alert had thousands of people across the country promoting Medic Alert at no cost. Medic Alert soared and thirty years later this program is still in use.

Jory went on to create campaigns and launches for non-profit and government agencies such as ARMDI (The Israeli Ambulance service), the New Mexico Tourism Board and National Breast Cancer Awareness Month.

In 1999/2000, Jory combined his love for television with his skill for marketing to create the “Targeted Sports Training Series”. What began, as a series of three videos designed to help people get in shape for specific sports became a nationwide infomercial and then a weekly television series for Fox-Sports. Over the next two-years, Jory produced and directed all 44 of its
episodes. Each episode of the TV series showcased the videos and training products and became a successful infotainment hybrid (a real TV program which also sold products).

In 2001, with his television series in full production, Jory moved to LA and continued to thrive. He took on The Learning Annex as a client and helped steer them in a successful new direction until they were sold.

Working off a business philosophy that marketing programs can entertain, inform and sell products simultaneously, he produced over 30 direct response campaigns in two and a half years. This includes projects such as the “Club Med Dance Party” Video, “Shape Fitness” video series, “Muscle and Fitness Training System” state of the art DVD training series and “Belly dance for Fitness” which sold over 1 million units. Each of these campaigns utilized Jory’s management talents to market and sell the products successfully.

In 2005, Jory began to work with DIRECTV to revamp their direct marketing division. He oversaw over 200 creative releases a month including direct mail, alternative media, and retention & loyalty campaigns. It was during this time that Jory earned a strong reputation as a marketing campaign doctor. Jory is called in when campaigns need to be refreshed, revised or started from scratch. His full hands on approach looks at the campaign as a whole, which allows for proper overall management and success.

During this time Jory continued to produce and direct programs for clients such as Cesar Milan, TVLand, Nickelodeon, Animal Planet, Hallmark Card Studio, Parallels software and more.

In 2009 Jory was contracted by Welcom Relief, Inc. to manage the direct marketing campaign for Spinal Stretch (a portable back care product). Jory oversaw every aspect of the campaign including the production, media buying, telemarketing and fulfillment management and web marketing/management.

In 2010 Jory contracted with Teeter Hang Ups to completely revise their direct marketing campaign. Teeter has been in the direct marketing business for close to three decades and was a well-known brand. However, they were losing market share and revenue. Jory revised their media plan, produced new programming, revised and nurtured every aspect of the campaign. In 2012 the new programming was launched, and Teeter once again became a household name, surpassing all sales projections and eliminated the competition from the marketplace. In just an 18-month period, Teeter went from 11 million in annual sales to over 60 million in annual sales.

In 2015 Jory teamed up with Anson Williams and launched Alert Drops, a new product inspired by Dr. Henry Heimlich which helped combat the deadly epidemic of drowsy driving. A 100% all-natural and effective product, Alert Drops received recognition and awards from the U.S. Congress, the Governor of California, the California State Senate and the LA City Council.

Jory’s passion for business is to nurture all aspects of a project. His unique ethics allows his clients to get into the marketplace for a low cost of entry and work with them on every level to create a successful campaign. It is then that everyone involved is a winner. It is this philosophy
that has allowed Jory to remain in the industry for over 30 years and developed a sought-after reputation of success.

**Kera Blades-Snell – Digital Marketing and Outreach Manager**

Kera BBR, founder of BBR & Associates, is 100% minority-owned business owner, SBA certified small business and 100% woman-owned California State Certified Small Business (SB). Kera founded her company Blades and Associates in 2017, where she is focusing on digital marketing, including SEO and social media marketing, website development, as well as technical online solutions including software, app building and website designing and programming. She also provides brand development and management consulting.

A digital marketing and programming expert, Kera is the developer of her company’s owned automated social media network publishing platform, Search Engine Optimization Platform and CRM housed in a single area, customized per user.

Kera entered the field as an entrepreneur at the age of 25 in her home country Belize. In 2009, she moved to the U.S. to serve as National Sales Director for Miami-based hotel management/event management company, Delmay and Partners.

In 2013 she was hired by Ulrich Communications as Marketing Director, where she travelled to several islands in the Bahamas and Jamaica and consulted with hotel owners on creating public and customer-based surveys and assessments in order to address customer needs, wants and behavior. She was also contracted to created destination brand awareness and worked closely with their tourism boards and the Bahamas Out Island Promotion Board.

Because of her background in tourism, in 2015 Kera was approached by IVision TV to be the face and co-producer/writer of her own TV Show, “IVision on the Road.” Her show was a success and ran for 3 seasons. After the 3rd season, Kera wrote and co-produced 2 additional TV shows under the IVision Brand (“Girl Talk,” a live call in show and “Carib Talk” news series)

While living in Tampa, Kera was very involved in her community and sat on several boards, including Muscular Dystrophy Association and Florida Hospital. She was also a member of the Rotary Club of Wesley Chapel and served as secretary, treasurer and chair of several committees with the club.

In 2017 Kera relocated to Santa Monica after meeting the love of her life. Now married, she and her husband Barry live in Santa Monica. She successfully continues to own and operate BBR Communications in Santa Monica.

Kera holds a Bachelor and Master of Science in Hospitality Management from the University of South Florida. She is an active member of the Santa Monica community, and is a member of the Santa Monica Rotary Club.
C. Previous Experience

➢ A minimum of five (5) examples of comparable work

We have chosen to give examples from elements of the scope of work categories, including Account Management, Public Relations, Social Media, Multimedia and Special Events. Please see below.

1. Account Management

Below, we illustrate how we work with clients in a reporting structure, as well as give an example of elements that go into the development of a strategic plan.

Client Reporting

One of the ways we keep track of checks and balances on our accounts is to have an ongoing update meeting with our clients. We insist that this happen before anything is undertaken. The meetings are used to report work completed, talk about what activities are coming up, timeline and plan review and present new ideas to our clients.

If there are issues or problems, we will also discuss with clients to quickly clarify, change course, justify budgets, or increase/decrease activities that are working well, or not working at all. After a meeting is complete, we follow up with a conference report, detailing outcome of the meeting.

Later, we combine all reports at the end of a client contract into a final report. Clients who have particularly benefitted from this protocol included The Los Angeles County Sanitation District Household Hazardous Waste Collection Events to keep track of 45 events annually, as well as a multi-faceted, multi-language emergency preparedness campaign with the LA County Department of Health Office of Emergency Preparedness, with a $1.5 million budget that needed to be executed from start to finish within six months.

Strategic Plan Creation

The strategic plan is perhaps the most important vehicle of an ongoing communications and outreach plan. For all clients, we include these elements in our strategic plans:

- Proactively work with clients to gather “intel” to include in the plan. Meet with those who have an active role in the account activity; analyze what we’ve gathered, and take the lead by incorporating specific, pertinent concepts, activities and ideas into the plan. If certain information gathered should not be included, we manage clients’ expectations, as well as explain why
something wasn’t included, and recommend other alternatives to reach client goals.

- Develop and manage detailed activities plan and corresponding week-by-week or month-by-month timeline and include who is responsible for each activity. It serves as our blueprint for success.

- Make the plan a living, breathing document by updating activities and timeline as new ideas, activities and concepts come to the forefront.

- We’ve successfully accomplished creating intricate, multi-faceted plans for clients such as Saint John’s Hospital, The Los Angeles County Sanitation District and The County of Los Angeles Health Department’s Emergency Services Division, among many others.

2. Public Relations

We excel at public relations and have won several industry awards for our work. For public relations accounts, we form an internal client committee who works with us to help to provide and prioritize news, activities and potential issues. These opportunities and challenges are then added to the master plan. Media relations is a large part of public relations; we serve as a client’s News Bureau, acting as a “clearing house” for all proactive and reactive media communications.

We media train key internal spokesperson(s), develop strategic messaging, write press releases and pitch letters, organize press conferences and events. We have access to a very sophisticated media and distribution data base, updated on a real-time basis. Real-time service allows us to easily track our news coverage, our competitor’s news coverage, as well topical news that could create new story possibilities.

We have access to a top-notch translating service, and use to translate media material into Spanish, as well as a bevy of other languages, quickly, when needed.

With clients such as Saint John’s Health Center and The LA County Health Department Emergency Services Division in particular, in one year we placed many stories that translated to $1.5 million in advertising value for each client.

3. Social Media

Social media has become as important, if not more important, as traditional media in many circles. We make use of Facebook, Twitter, LinkedIn, Instagram, YouTube, and others as appropriate. We develop content timeline and topic grids for each social media entity we post on, and make content interesting with tight copywriting,
photos, videos and animation to keep the viewer’s attention. We also make use of a very focused keyword platform for each entity to capture the right audience.

For the Los Angeles County Emergency Services Division, we developed a social media plan in English and Spanish to coordinate with our traditional media buys, as well as built a website in several different languages, including Spanish, Korean, Mandarin, Armenian, and Tagalog.

4. Multi-Media

We also excel in video production. We take time to develop the correct messaging and script, retain talent and extras, scout locations, obtain location permission/licenses, gather props, purchase photos/video footage with permission, develop shot list and acquire needed equipment. With the right preparation, the shoot is tightly time-managed and organized. We have won many awards for our work.

One in particular was for our work with Saint John’s Health Center. We were nominated for a local Emmy Award for a video we created featuring the voices of Tom Hanks and Rita Wilson. Patients of Saint John’s, they donated their time and expertise to make the end-product a spectacular 4-minute montage of all that Saint John’s had to offer patients for health and healing.

5. Special Events (Anniversaries)

We approach special events with an eye on ROI, as well as strategic positioning. Many years ago, we were contacted from our business card that the owners of Philippe the Original retrieved from a “fishbowl” full of other business cards to be drawn for a free lunch!

We began a 20-year relationship with the Binder family, owners of the 100-plus year-old restaurant. We developed a strategic plan and executed their 85th, 90th, and 100th anniversaries. Each time the event occurred, sales went up 20% and stayed there.

For the 100th Anniversary, we made use of a “new tool,” social media. Word of the 10-cent Philippe French Dip sandwich in honor of their 100th anniversary spread wide and fast; more than 5,000 people were in line to get a lamb, turkey, beef or pork sandwich dipped in luscious pan drippings turned into a savory broth. Sales and new customers soared.

Reference #1

Name of Firm: Los Angeles County Sanitation Districts

Address of Firm 1955 Workman Mill Road; Whittier, CA
Contact Person: Basil Hewitt
Telephone #: 562-908-4288 x2303
Email: BHewitt@lacsd.org
Name or Contract No.: Household Hazardous and E-Waste Recycling Advertising
# of Years: 10 years
Type of Service: Advertising, community outreach, government outreach, media relations, design, printing

Reference #2
Name of Firm: Los Angeles County Health Department; Office of Emergency Preparedness and Response
Contact: Stella Fogleman
Phone: 213-637-3600
E-mail: sfogleman@ph.la.gov
Name or Contract No.: Emergency Preparedness and Response Public Education Campaign
Type of Service: Advertising, community outreach, media relations, social media, special events, market research, partnerships, collateral material development

Reference #3
Name of Firm: Providence Saint John’s Health Center
Address of Firm: 2121 Santa Monica Blvd. Santa Monica, CA 90403
Contact Person: Paula Golden (former SVP Foundation)
Telephone #: 949.302.6950
Email: paulagolden@yahoo.com (best place to reach her)
Name or Contract No.: Saint John’s In-House Marketing Consultant
# of Years: 13 years
Type of Service: Advertising, community outreach, media relations, social media, special events, market research, partnerships, collateral material development, crisis communications, video production

➢ A minimum of three (3) and maximum of five (5) references

D. Procedures and Methodology

➢ Scope of Work

Following is a detailed description of our firm’s proposed approach, demonstrating how the objectives will be accomplished as outlined in the Scope of Work.

Once on board, team members will be assigned one or more categories outlined in the Scope of Work. For example, Barbara Bishop will be assigned Account Management and Public Relations. Kera Snell will be charged with the Social Media category. Jory Rosen is responsible for Multi-Media and the 60th year anniversary celebration of Cudahy.

All team members will fully understand the list of assignments in their categories, then meet with the consultant team to clarify and fully understand the responsibility of other’s list of assignments, so there will be expert coordination and no duplication of efforts. Then we will meet with client to further understand details, timeline, of each section and activities within each section. Once that occurs, we will need the names and contact information of internal employees that handle or have general knowledge of each of the tasks. We will contact them, discuss and clarify projects.

Once those meeting have been complete, we will analyze the information, making sure there is no crossover or repetitive work. We will develop a first draft strategic plan/topline timeline with all category’s elements included in the plan. We will meet with all staff involved in all projects and present preliminary plan and timeline. From there, we will make changes to the plan based upon client feedback.

Once approved, the real work begins. Chances are some of the elements of each category have to be executed before the entire plan is approved. Our team will be prepared for this, and get the work done quickly.
From there, each plan category will be separated and time-lined for the consultant in charge of that area. We will schedule weekly client conference calls or in person meetings to discuss activities update, according to the main plan and combined timeline. If there are items that need to be adjusted, we will quickly adjust them and continue to execute the plan. The plan also has room for opportunistic activities. If a new project materializes, we can easily add to the specific category.

E. Proposed Staffing and Project Team

The project team assigned to work on this campaign includes the following individuals and a summary of specific key roles:

**Barbara Bishop** – Project manager; principal contact, strategy, copywriter, digital media tool kit, paid staffing plan

**Kera Blades-Snell** – Social media execution and analysis, web site updates, integrated text messaging

**Jory Rosen** – Media buyer, strategic partnerships, events, video production, kiosks

F. Other Information to Include

- **Credentials of Project Staff**

  Education, experience, applicable professional credentials of project staff that will be assigned to City – please see B Organizational Information

- **Proposed Key Personnel**

  Person’s Name: Barbara Bishop
  Current Location: Playa Vista, CA
  Proposed Position: Project Manager, Public Relations Director
  Current Assignment: All complete
G. Insurance

Appropriate insurance certificates will be provided when project is awarded to BBPR, Inc.

H. Fee

See attached proposal sheet

I. Compensation Plan

We shall perform the various services and tasks set forth in the Scope of Work in accordance with the work schedule which will be mutually determined for each project between BBPR, Inc. and City staff. Compensation will be paid to BBPR, Inc. in monthly increments as the Work is completed.

J. Quality Control

In addition to weekly client meetings, we will have weekly or daily internal update meetings to discuss account activities. In addition, client must approve all work in writing via e-mail. All material is reviewed and initialed by at least 2 consultants before giving to client for review. BBPR, Inc. will also carry E&O insurance.
Proposal Sheet

Hourly rates: We have a blended rate of $160.00 an hour for all key team members. If we retain additional support staff, rates will be presented to you and negotiated so we arrive at a fair price. The following is an example of how we would break down each task by hours.

We’ve also included a top-line timeline for each category.

Account Management

• Execute a weekly strategy discussion with designated City contact(s) by phone or any other reasonable means of communication.
  Weekly meeting preparation: 3 hours a week
  Weekly meeting: 2 hours x 3 staff members = 6 hours a week
  Weekly conference report: 1 hour a week

• Monitor local and national publications and online alerts for stories about Cudahy.
  Contracted monitoring company sends daily updates to us. n/a
  Review stories daily. 1 hour a day
  Send weekly media relations report with stories about Cudahy. 1.5 hours a week.

• Monitor and report on communications metrics on a monthly basis. Metrics may include, but are not limited to the following: hits per page; most visited page, total views; total time spent on website; bait clicking; and other performance measures as determined. 5 hours a month.

• Develop and manage a 12-month calendar for City-wide communications and outreach plan.
  5 hours to begin; 2 hours a month for maintenance.

• Provide leadership and direction for the implementation and maintenance of a citywide strategic communication plan that keeps the public and the workforce highly informed, engages the public in local government, and manages media relations. 5 hours a month.

• Manage and monitor the use of all forms of communication including social media platforms, the city’s media channels, print materials, and other communication methods that are available or might become available in the future. Provide recommendations and/or strategies as deemed appropriate to enhance the City’s image, messaging and brand identity.

• Concept development, including quality graphic design. 5-10 hours per concept.

• Develop original copy (text), copywriting and editing in both English and Spanish.
  5-10 hours per writing/editing assignment.
• Manage a monthly digital news platform to educate and advise subscribers on City issues, meetings, events, programs, services and/or projects on a monthly basis. 7-10 hours a month.

• Work with city partners and influencers to gather news about Cudahy for distribution via social media, e-news platform and/or City website. 8-10 hours a month.

• Manage the City emergency communications platform, Nixle/Everbridge to inform residents about road closures and other public safety issues. 6 hours a month.

Public Relations

• Enhance the City’s public media outlets; to include, providing strategic support for communications projects, initiatives, and campaigns designed to advance the City's vision, mission, image and branding. 10 hours to start; 3 hours monthly maintenance.

• Create messaging to drive interaction and build excitement through sharing relevant content and providing opportunities to interact with the programs/services in English and Spanish. Draft and edit news releases, media advisories, informational material and distribute to designated media outlets upon direction and approval by the City Manager or designee. 8-20 hours a month.

• Develop public relations strategies to raise public and community awareness of City matters upon direction and approval by the City Manager or designee. 12 hours a month.

• Tracking and responding to stories, events, crisis, in the media that may benefit the City from a response on behalf of the City, upon direction and approval by the City Manager or designee. 8 hours a month.

• Develop, draft, and disseminate press releases on behalf of the City as approved by the City Manager or designee. 8 hours a month.
Social Media

• Develop a concrete social media strategy using the following social media platforms: Facebook, Twitter, LinkedIn and Instagram. Develop initial plan – 15 hours. Monthly updates to plan: 4 hours.

• Provide day-to-day management of social media channels, including monitoring, content creation, community engagement and advising on additional initiatives for effective communications. 25-30 hours a month.

• Provide City staff with guidance on email marketing best practices and emails as a key source for social media content. Identify appropriate imagery to use, where possible to aid the work impact and reach of social media posts. 10 hours as initial project; 3 hours a month for updates.

• Build messaging that can be used in various channels including social media and paid traditional media to geo-target key audiences through timely/relevant channels to drive awareness, create an emotional connection and educate on key actions, and drive traffic to the website. Initial messaging project 20 hours; updates and edits 4 hours a month.

Multi-Media

• Produce one to three monthly videos in English and Spanish, ranging between 30-60 seconds, that addresses a community issue, public information explanation, or event promotion. Assist City Staff in adding videos to its social media channels and other relevant media platforms. One video, as described in Project Approach - 30 hours. Adding videos to social media channels; 2 hours a month.

Additionally, in 2019, the City will celebrate its 60th year anniversary. The consultant who is awarded this contract will develop, implement, and manage an outreach and communications campaign that will include but not be limited to the following:

• Create or coordinate in creating a commemorative 60th anniversary City logo

• Develop a public relations strategy to raise public and community awareness on the City 60th year anniversary, and coordinate with City staff to successfully implement the strategy.

• Coordinate with City staff to schedule special events and promotions that stirs public excitement for the 60th year anniversary.
Top-line Timeline

We have developed a list of priorities that should happen first, as it relates to the scope of work. Since we won't know exact dates until later, we are prioritizing them by month, using 6 months as a sample time period.

Month 1

- Schedule weekly standing meetings with client.

- Begin to monitor local and national media through Meltwater
  - Develop monthly report.

- Develop a 12-month calendar for City-wide communications plan.

- Develop design concepts as requested.

- Develop copy as requested.

- Set up monitoring protocol for all communications platforms.

- Begin management of monthly digital platforms.

- Work with City partners and influencers to gather news about Cudahy.

- Begin managing City emergency platform.

- Enhance the City’s public media outlets; to include, providing strategic support for communications projects, initiatives, and campaigns designed to advance the City's vision, mission, image and branding.

- Develop public relations strategies to raise public and community awareness of City matters upon direction and approval by the City Manager or designee.

- Begin tracking and responding to stories, events, crisis, in the media that may benefit
the City from a response on behalf of the City, upon direction and approval by the City Manager or designee.

- Develop a concrete social media strategy using the following social media platforms: Facebook, Twitter, LinkedIn and Instagram.

- Begin Anniversary planning.

Month 2

- Schedule weekly standing meetings with client.

- Continue to monitor local and national media through Meltwater Monitoring.
  - Develop monthly report.

- Execute a 12-month calendar for City-wide communications plan.

- Develop design concepts as requested.

- Develop copy as requested.

- Continue monitoring protocol for all communications platforms.

- Develop design concepts as requested.

- Develop copy as requested.

- Continue monitoring protocol for all communications platforms.

- Continue management of monthly digital platforms.

- Work with City partners and influencers to gather news about Cudahy.

- Continue managing City emergency platform.

- Continue to enhance the City’s public media outlets to include: providing strategic support for communications projects, initiatives, and campaigns designed to advance the City’s vision, mission, image and branding.

- Continue to develop public relations strategies to raise public and community awareness of City matters upon direction and approval by the City Manager or designee.
- Continue tracking and responding to stories, events, crisis, in the media that may benefit the City from a response on behalf of the City, upon direction and approval by the City Manager or designee.

- Execute concrete social media strategy using the following social media platforms: Facebook, Twitter, LinkedIn and Instagram.

- Provide day-to-day management of social media channels, including monitoring, content creation, community engagement and advising on additional initiatives for effective communications.

- Provide City staff with guidance on email marketing best practices and emails as a key source for social media content. Identify appropriate imagery to use, where possible to aid the work impact and reach of social media posts.

- Build messaging that can be used in various channels including social media and paid traditional media to geo-target key audiences through timely/relevant channels to drive awareness, create an emotional connection and educate on key actions, and drive traffic to the website.

- Produce one to three monthly videos in English and Spanish, ranging between 30-60 seconds, that addresses a community issue, public information explanation, or event promotion. Assist City Staff in adding videos to its social media channels and other relevant media platforms.

- Continue Anniversary planning.

Month 3

- Schedule weekly standing meetings with client.

- Continue to monitor local and national media through Meltwater Monitoring.
  - Develop monthly report.

- Execute a 12-month calendar for City-wide communications plan.

- Develop design concepts as requested.

- Develop copy as requested.
- Continue monitoring protocol for all communications platforms.

- Develop design concepts as requested.

- Develop copy as requested.

- Continue monitoring protocol for all communications platforms.

- Continue management of monthly digital platforms.

- Work with City partners and influencers to gather news about Cudahy.

- Continue managing City emergency platform.

- Continue to enhance the City’s public media outlets to include: providing strategic support for communications projects, initiatives, and campaigns designed to advance the City's vision, mission, image and branding.

- Continue to develop public relations strategies to raise public and community awareness of City matters upon direction and approval by the City Manager or designee.

- Continue tracking and responding to stories, events, crisis, in the media that may benefit the City from a response on behalf of the City, upon direction and approval by the City Manager or designee.

- Execute concrete social media strategy using the following social media platforms: Facebook, Twitter, LinkedIn and Instagram.

- Produce one to three monthly videos in English and Spanish, ranging between 30-60 seconds, that addresses a community issue, public information explanation, or event promotion. Assist City Staff in adding videos to its social media channels and other relevant media platforms.

- Continue Anniversary planning.
APPENDIX B

PROJECT MANAGEMENT SERVICES RFP

SUMMARY SHEET

Firm Name: BBPR Inc. Dba 88R

Firm Parent or Ownership: Barbara Bishop

Firm Address: 1291 1/2 Devon Avenue,
Los Angeles, CA 90024

Firm Telephone Number: 310-656-4668 Fax Number:

Firm Email Address: barbara.bishop@bbprinc.com

Firm Website: www.bbprinc.com

Number of years in existence: 23 yrs

Management Contact (person authorized to sign an agreement for the firm; and ultimately responsible for services required for this Request for Proposal):

Name: Barbara Bishop Title: CEO/President

Telephone Number: 310-656-4668 Fax: N/A

Email: barbara.bishop@bbprinc.com

Types of series provided by your firm: Public Relations, Marketing, Advertising, Digital Marketing, Website Designing, Special Events, Account Management and Communications.
APPENDIX C

PROJECT MANAGEMENT SERVICES RFP

CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF CUDAHY'S PROFESSIONAL SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION OF TERMS (if any)

By signing this form below, the firm certifies that the attached Agreement in Appendix B is acceptable to the firm and will be signed upon selection of the firm to perform consulting services for the City of Cudahy, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm's Management Representative authorized to sign an agreement:

Name: Barbara Bishop

Signature:

Title: President

Date: 10/17/2019

Firm Name: BBPR Inc. DBA BBB

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CITY OF CUDAHY  
CITY HALL  
5220 SANTA ANA STREET  
CUDAHY, CALIFORNIA 90201  
FALSE CLAIMS/  
FALSE CLAIMS ACT CERTIFICATION  
(PROJECT MANAGEMENT SERVICES RFP)

Proposer shall provide either the certification requested below or the information requested on the next page. Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well. "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

if the Proposer has no False Claims Act violations as described above, complete the following:

I, ____________________________, am the ____________________________
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of ____________________________, (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a proposal to the City of Cudahy, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this ____________________________ day of ____________________________, 2019, at ____________________________, CA (month and year) (city and state)

By ____________________________,
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

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APPENDIX E

PROJECT MANAGEMENT SERVICES RFP

CIVIL LITIGATION HISTORY
CITY OF CUDAHY
CITY HALL
5220 SANTA ANA STREET
CUDAHY, CALIFORNIA 90201
CIVIL LITIGATION HISTORY/
CIVIL LITIGATION CERTIFICATION
(PROJECT MANAGEMENT SERVICES RFP)

Proposer shall provide either the certification requested below or information requested on the next page. Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible. For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled “Civil Litigation History Information:” (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Proposer has no civil litigation history to report as described above, complete the following:

1. __________________________
   (Print name of person responsible for submitting Proposal)
   __________________________
   (Title with Proposing Entity)

2. __________________________
   (Print Name of Proposing Entity)

In submitting a Proposal to the City of Cudahy for Project Management Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this __________ day of __________, 2019 at __________________, CA

________________________
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

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PUBLIC RELATIONS AND COMMUNITY OUTREACH SERVICES

PROPOSAL | OCTOBER 17, 2019
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November 16, 2019

Office of the City Clerk
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

Subject: Proposal for City of Cudahy Public Relations and Community Outreach Services

Dear Selection Committee Members:

One of the smallest cities in Los Angeles County, Cudahy is also one of the densest—with close to 24,000 residents living on 1.2 square miles, it is one of the densest cities in the nation. Such a large population living in a relatively small area provides many opportunities from a communications standpoint—it makes it easy to reach a majority of Cudahy residents with traditional “analog” channels (posters, street banners, etc.) as well as through new media technologies such as geo-fenced mobile advertising and targeted social media. Cudahy’s size and population, along with its unique demographic characteristics, make the City an excellent candidate for customized and innovative public relations and outreach strategies designed to reach a wide audience of Cudahy residents where they live, work, and play.

On behalf of MIG, I am pleased to submit this proposal to provide Public Relations and Community Outreach Services to the City of Cudahy.

MIG is an award-winning, full-service creative agency that provides community outreach and engagement, strategic communications and marketing, graphic and website design, video production, and social media strategies, in addition to the urban planning, community design, and engineering services for which the City knows us. Our effective campaigns help build broad support for public programs and cities throughout California. Our in-house team brings all of the necessary components to design, implement, and monitor a tailored communication and outreach approach that will enhance citywide efforts to reach diverse audiences.

Our local knowledge and experience in Cudahy and the Gateway Cities, as well as our national experience planning, designing, and implementing social marketing campaigns nationwide, will provide Cudahy with a comprehensive team of professionals to help the City achieve its communication goals. Our recent experience updating Cudahy’s General Plan and Zoning Code and preparing your Long-Range Water Conservation and Parks Plan provided us many opportunities to engage community members in a dialogue about the future of Cudahy. We bring this knowledge and intimate understanding of the community’s values, priorities, challenges, and opportunities in communicating, informing, and messaging to residents.

MIG brings more than three decades of experience in designing, launching and maintaining communications and outreach programs — and no two programs are the same. We will work with Cudahy to develop communications that are customized to your issues and your audiences to share information, engage the public and promote the Cudahy brand.
Please contact me directly at (619) 682-3841 ext. 326 or mehrenfeld@migcom.com with any questions. We appreciate the opportunity to continue our work with Cudahy on issues that will help shape the City for years to come.

Sincerely,

[Signature]

Marlee J Ehrenfeld
Principal and Chief Creative Officer
Organizational Information

260+ EMPLOYEES
14 LOCATIONS
37 AREAS OF EXPERTISE

MARKETING/RESEARCH  |  STRATEGY/PLANNING
PUBLIC OUTREACH/COMMUNITY ENGAGEMENT  |  BRAND DESIGN/IDENTITY DEVELOPMENT
CREATIVE DEVELOPMENT  |  DIGITAL MARKETING
WEBSITE DESIGN/DEVELOPMENT  |  MEDIA PLANNING/PLACEMENT
WAYFINDING  |  VISUAL MERCHANDISING

About MIG

MIG, Inc. is a multidisciplinary firm specializing in marketing and strategic communications, public relations, community outreach and engagement, technology and graphic design, in addition to city planning, community design, and infrastructure engineering services. Our work is characterized by a dedication to quality, a flexible approach, creativity in planning and design, and a commitment to completing projects on time and within budget. Since 1982, we have worked extensively with public agencies and municipalities nationally and internationally on design and planning for future change.

MIG is award-winning firm capable of undertaking the City of Cudahy’s public relations and communications needs with creativity, energy and professionalism. The MIG team of professionals brings a depth of knowledge and expertise that can provide Cudahy with superior strategic marketing communications counsel, planning and implementation support. We have a diverse background in the areas of strategic analysis-based marketing, creative development, key message development, public involvement, and stakeholder engagement.

Our team brings more than three decades of experience in crafting multifaceted marketing plans that deliver significant returns on our clients’ investments.

We have nationally recognized experience in innovative message creation and dissemination, working with clients strategically and collaboratively to utilize all forms of media that will deliver maximum results. MIG is especially skilled in the art of persuasion and creating communications tools to which people can identify and connect.

MIG HAS A TRACK RECORD OF SUCCESS

Our work has been recognized locally and nationally, with more than 100 industry and trade awards during the past two years alone for video, communications, marketing, graphic design, web development, social marketing, content writing and public relations.
Specialized Skills

**IN-HOUSE CREATIVE EXPERTISE**

The MIG Team has a diverse set of special certifications and qualifications that help ensure we bring the right skillset and fresh thinking to every client project.

**CREATIVE DEVELOPMENT**

- Illustrators
- Animators
- Photographers
- 3-D modeling
- Fine artists
- Brand + Design experts

**TV + PRODUCTION SERVICES**

- PPT animation and interactivity design and development
- Complete video editing suite using state-of-the-art programs and software
- Working in the Premiere Platform
- Videographer and editor
- Visual simulation expertise and design industry leader
- Expertise in video motion graphics, premiere and after-effects
- Expertise in Adobe design suite

**ENVIRONMENTAL DESIGN**

- Large-scale museum exhibit experience and awards
- Environmental artists and out-of-home expertise
- Wayfinding

**MEDIA BUYING**

- Media Research, Placement & Monitoring

**DIGITAL MARKETING**

- Digital programmers: websites, touch screens
- App development
- Facebook, Twitter, Instagram, YouTube expertise
- Media buying
- Search engine marketing

**CONTENT WRITING + STORYTELLING**

- Copywriting, script writing, articles, narrative
- Social media content specialists
- Bilingual, Spanish

**EVENT ACTIVATIONS**

- Certified event planning and management

**BRAND STRATEGY**

- Trained in brand strategic planning and implementation with Jack Trout and Al Reis “Positioning: The Battle for Your Mind” and “Marketing Warfare”
- Instructor for UC San Diego Extension and undergraduate programs on Branding and Positioning
- Developed interactive workshops for Brand and Re-Brand Strategies
- Knowledgeable in different branding methodologies: Green and Sustainable Branding,
  Emotional Branding, Umbrella Branding,
  Co-Branding, Product Branding,
  Archetype Brands
- Experience in branding public agencies and municipalities

**BE EVERYWHERE DO EVERYTHING AND NEVER FAIL TO ASTONISH THE CUSTOMER**
MIG has a robust in-house creative department that includes a chief creative officer, creative director, designers, production artists, videographers, copyeditors and web programmers. The creative shop is augmented by in-house marketing, public affairs, advertising, social media specialists, media buyers, and consumer behavior specialists who can participate on a strategic level to ensure key messages are effectively utilized in all creative endeavors.

Team Organization

**HOW WE WORK**

The chart below identifies our team organization, the services listed in the RFP’s Scope of Work each team member provides, and how we will work together and with City staff to deliver these services. We have included an overview of our key personnel’s qualifications, demonstrated abilities, and experience on the following page. Please see Section E Proposed Staffing and Project Team for full detailed resumes.
### Key Staff Qualifications – Overview

<table>
<thead>
<tr>
<th>MIG Staff/Role</th>
<th>Credentials</th>
<th>Relevant Experience</th>
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</thead>
<tbody>
<tr>
<td>Marlee Ehrenfeld, Principal-in-Charge/Chief Creative Officer</td>
<td>30 years of experience in public relations, strategic communications, and community outreach  Certified Facilitator and Meeting/Event Planner</td>
<td>City of La Mesa Strategic Marketing and Community Engagement  City of Pasadena Outreach and Communications  San Diego 250th Anniversary Marketing and Communications Services  San Diego International Airport 90th Anniversary  Recipient of 16 regional Emmy Awards; 63 International Telly Awards; Public Relations Society of America Silver Anvil Award of Excellence; and San Diego East County Chamber of Commerce’s 14th annual Women In Leadership Award</td>
</tr>
<tr>
<td>Corinne Martin, Project Manager/Director of Communications</td>
<td>10 years of experience working with public relations agencies, nonprofits and city agencies throughout the U.S.</td>
<td>FasTrak Back Office System Consolidation Communications Plan  SANDAG Rapid Transit Service Chula Vista event  San Diego International Airport Marketing and Communications  Former Chief of Staff, Bureau of Public Affairs and Communications at the Department of Environmental Protection (DEP), New York City</td>
</tr>
<tr>
<td>Baylee Akins, Deputy Project Manager</td>
<td>Nearly 5 years of experience in public relations, persuasive communication and strategic social marketing</td>
<td>City of La Mesa Communications and Marketing  City, County, and Port of San Diego Communications and Marketing  SANDAG Mid-Coast Corridor Communications and Marketing  H2OC Stormwater Public Education, Media, Brand Development, and Outreach</td>
</tr>
<tr>
<td>Esmeralda Garcia, Strategic Advisor/Community Engagement Specialist</td>
<td>Over 20 years of experience managing complex community engagement projects addressing a wide range of issues, from land use and transportation to social equity, health and environmental justice</td>
<td>Cudahy 2040 General Plan Update Community Engagement Strategy  City of Los Angeles OurLA2040 Communications Strategy  City of Pasadena Outreach and Communications  Extensive public engagement experience with the Gateway Cities on projects including Metro I-710 Major Corridor Study and Locally Preferred Strategy, Metro I-710 Livability Initiative, Lower LA River Revitalization Plan, Gateway Cities COG SR-91/I-605/I-405 Initial Feasibility Study, and Commerce Green Zones Planning and General Plan Update Program</td>
</tr>
<tr>
<td>Ann Bertchold, Director of Marketing and Community Engagement</td>
<td>20+ years of experience at the intersection of brand development, communications, programming, and community outreach</td>
<td>County of San Diego Aging and Independence Initiative  County of San Diego Government Training Agency AIS Roadmap  HHSA Strategic HIV Prevention Social Marketing  Worked as lead marketing and communications strategist for diverse public and private sector organizations, such as City of San Diego, Downtown San Diego Partnership, Balboa Park Cultural Partnership</td>
</tr>
<tr>
<td>Joseph Nielsen, Social Media Marketing Assistant</td>
<td>3 years of experience in marketing research, elite brand management and marketing campaigns</td>
<td>City of San Diego Community Planning Areas Major Planning Initiatives Engagement/Communications  County of San Diego Aging and Independence Initiative  San Diego County Regional Airport Communications Services</td>
</tr>
<tr>
<td>Aaron Ishaeik, Creative Director</td>
<td>20 years of design experience in multiple media, corporate identity design, video design and production, web design, illustration, and wayfinding</td>
<td>City of Pasadena Outreach and Communications  City of La Mesa Communications and Marketing  San Diego 250th Anniversary Marketing and Communications Services  San Diego International Airport 90th Anniversary  City, County, and Port of San Diego Communications and Marketing  H2OC Stormwater Public Education, Media, Branding, and Outreach</td>
</tr>
<tr>
<td>Danyel Cisneros, Graphic Designer</td>
<td>3 years of experience developing brand identities, creative templates, original illustrations and logos</td>
<td>City of Pasadena Outreach and Communications  City of La Mesa Communications and Marketing  Burbank Airport Replacement Terminal Charettes  OCTA State Route 55 North Project Strategic Communications</td>
</tr>
<tr>
<td>Quinn Henry, Production and Traffic Coordinator</td>
<td>Over 12 years of experience in workflow and production processes and schedules</td>
<td>City of Pasadena Outreach and Communications  City of La Mesa Communications and Marketing  San Diego 250th Anniversary Marketing and Communications Services  San Diego International Airport 90th Anniversary</td>
</tr>
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## Previous Experience

### Relevant Experience

**PUBLIC RELATIONS + COMMUNITY OUTREACH**

The relevant project experience listed below and on the following pages demonstrates our expertise successfully providing public relations and community outreach services.

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<th>Project Description</th>
<th>Strategic Communications</th>
<th>Creative Development</th>
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<th>Video Production &amp; Development</th>
<th>Website Design &amp; Management</th>
<th>Campaign Development</th>
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<td>Cudahy General Plan and Focused Zoning Code Update and Long-Range Water Conservation and Parks Plan Community Outreach and Engagement</td>
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<td>Our Pasadena General Plan Implementation/Specific Plans Update Community Engagement and Communications Program</td>
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<td>MTC Bay Area FasTrak Marketing, San Francisco</td>
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<td>Energy Upgrade California Marketing &amp; Public Awareness</td>
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<td>Omnitrans E Street Corridor Bus Rapid Transit Public Outreach and Communications, San Bernardino County</td>
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<td>San Francisco Municipal Transportation Agency Bicycle and Pedestrian Safety Campaign</td>
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<td>Southern California Association of Governments Freight Works Branding and Outreach, Gateway Cities, CA</td>
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Cudahy Community Outreach and Engagement: General Plan and Focused Zoning Code Update and Long-Range Water Conservation and Parks Plan

CUDAHY, CA

MIG designed and implemented a community engagement program to gather input from the Cudahy business and residential community for the General Plan Update, Cudahy 2040. Cudahy 2040 looks to establish a distinctive town center providing governmental and civic uses, public space, office, and residential uses all in a mixed-use concept. The General Plan also focuses on environmental justice issues and improving the community’s health and sustainability. MIG met with community members during events to engage in dialogue about the future of Cudahy. These conversations were conducted in both English and Spanish. The effort lead to the adoption of the General Plan and updated Zoning Code.

As an implementation of the General Plan, MIG also prepared a Water Conservation and Parks Plan based on the General Plan’s goals and policies. The Water Conservation and Parks Plan develops a series of action plans/programs that rethink and maximize existing parks’ design and use, plans for new parks and recreation spaces, and embraces a bicycle and pedestrian network. This also included a community engagement program that included education regarding the benefits of green infrastructure and how this is integrated into park and open space amenities.
Our Pasadena
PASADENA, CA

The City of Pasadena is currently updating the City’s eight Specific Plans to ensure alignment with the recently updated General Plan. MIG is working with the City’s Planning Department to develop and implement a community engagement strategy to solicit input into the Specific Plans. The engagement program includes messaging and public involvement tools for the entire program with specific strategies geared at tailoring the approach for each plan update. The effort to update all eight plans was launched in early 2018 and included a series of open houses and website dedicated to the eight plan updates. The public involvement will continue as each plan is developed. The program also includes pop-up workshops, visual and graphic digital surveys, and youth involvement.

LEARN MORE AT: ourpasadena.org

VIDEO WORK ON ATTACHED FLASH DRIVE
OurLA2040 General Plan Strategic Communications

LOS ANGELES, CA

MIG has worked closely with the Los Angeles Department of City Planning to develop comprehensive communications and outreach strategies in support of the City’s General Plan Update, OurLA2040. MIG analyzed the City’s existing communications channels (including the plan website, social media networks and collateral materials) and developed strategies and tactics to enhance communications efforts in order to reach a broader and more diverse audience.
City of La Mesa Marketing, Branding and Identity Services
LA MESA, CA

As part of its economic development plan, the City of La Mesa desired to enhance its perception as an ideal location for businesses to thrive. MIG staff was engaged to elevate the City; implement its new identity and brand extension of the current “Jewel of the Hills” logo and identity; create a communications and engagement plan for new businesses; attract residents through events; create sales collateral, public relations initiatives, web design and social media campaigns; as well as track and measure results to adjust tactics as needed to ensure a successful campaign.
Urban Orchard Chula Vista Branding and Creative Campaign

CHULA VISTA, CA

The City of Chula Vista had been greatly impacted by the recession, particularly due to reduced sales tax revenues. Through several surveys and focus groups, the City discovered that the decrease in sales tax funding was attributed to a high percentage of Chula Vista residents purchasing goods and services outside of the community. The City approached MIG to initiate and activate a comprehensive marketing campaign to encourage Chula Vista residents and visitors to purchase goods and services within the City in order to increase sales tax revenues. MIG developed a marketing plan and campaign designed to motivate residents and visitors to “Shop Chula Vista Now.”

The Shop Chula Vista Now campaign was developed to increase awareness and excitement about Chula Vista’s diverse restaurants, shops and attractions to drive traffic to Chula Vista businesses. The campaign was directed toward key markets: residents, merchants and the visitor drive market. The campaign positions Chula Vista as an “Urban Orchard” and showcases the City as a giant marketplace. MIG initiated the creation of a series of branded sales tools and materials and implementation of public relations activities needed to roll out the campaign.

This included developing a brand identity, collateral items, an interactive website, merchant materials and community outreach and media buying. The plan also included outreach to City Councilmembers and key staff members to gain support.
@Home in Encinitas
ENCINITAS, CA

We know Encinitas as a quintessential beach town and for its irresistible tri-tip from Cardiff Seaside Market. But there was nothing laid back about the City’s need for an innovative public engagement strategy to collect input on its Housing Element Update. MIG guided the City as it gained valuable community input to create housing options that meet the City’s growing needs.

MIG created a brand and graphic identity to make this initiative easily recognizable to Encinitas residents. “@Home in Encinitas” was incorporated into a far reaching public information campaign to communicate the importance of the Housing Element Update and encourage public participation. Residents visited the City’s e-Town Hall online engagement tool to learn about the plan and share their vision for how Encinitas should meet the growing and changing housing needs of its residents.

SUCCESSFUL OUTCOMES

» 1,300 responses were collected through an innovative online forum. (The equivalent of 24 hours of public testimony.)

» The City’s online engagement forum received a satisfaction rating of 82 percent.

» The City Council adopted the recommended housing strategy with unanimous approval.

» American Planning Association Award for Public Outreach (San Diego Chapter)
San Diego 250

SAN DIEGO, CA

2019 marks the 250th anniversary of San Diego and California. To celebrate and honor how far we have come, MIG worked with the City of San Diego, San Diego History Center, San Diego Tourism Authority and many other county and city establishments to plan events throughout the year.

» March 12, 2019 – Launch of the initiative with a press conference that included the Mayor of San Diego, where MIG received media coverage on nearly every local TV station in addition to multiple online and print articles

» April 11, 2019 – MIG assisted the Port of San Diego with an event to mark the day the first seaborne contingent of Spanish settlement arrived in San Diego aboard the San Antonio. This included pre-event media, a press release and media advisory. Speakers included the Mayor of San Diego and Port of San Diego commissioner Garry Bonelli and garnered front-page coverage in the San Diego Union Tribune as well as local news station coverage.

LEARN MORE AT: sandiego250.com
» July 1, 2019 – MIG assisted with a press conference with San Diego Supervisor Greg Cox to unveil a new San Diego 250 banner on the County Administration building.

» July 16, 2019 – The general public and elected officials gathered atop Presidio Park to honor our past and envision our future during a civic ceremony to commemorate our shared history. MIG helped plan this event that garnered over 307 million impressions with articles on Yahoo.com, San Diego Union Tribune and many local news stations.

The event featured a speaking portion, dedication of a new Kumeyaay flag, VIP tour of new exhibits, entertainment and refreshments. Over 600 members of the public attended and speakers included:

» California Senate President pro Tempore Toni G. Atkins
» California State Assemblymember Todd Gloria
» Mayor Kevin Faulconer

» Vice Consul General of Spain Javier Manuel Gil
» San Diego History Center Board Chair John Morrell
» City Councilmember Chris Ward
» Port Commissioner Rafael Castellanos
» Chairman Cody Martinez, Sycuan Band of the Kumeyaay Nation

» September 14 & 15, 2019 – MIG participated in a pre-event press conference for the weekend-long Founders’ Day Festival which featured entertainment, vendors and activities for the whole family.

To date, MIG has garnered 700,000,000 impressions. Media impression highlights include; USA Today Travel Go Escape magazine, AAA San Diego Westways, Alaska Airlines, Forbes Travel, San Diego Union Tribune, in addition to local television, radio and print. This does not include the impressions from the banners we helped arrange along Harbor Drive or the impressions from the San Diego Bay Fireworks and Sandcastle Festival.
San Diego International Airport 90th Anniversary
SAN DIEGO, CA

2018 marks the 90th anniversary of the opening of the San Diego International Airport. MIG worked with San Diego International Airport (SAN) to prepare a documentary video, public relations, event planning, advertising and social media marketing to celebrate the 90th anniversary and campaign for 90 days of giveaways.

LEARN MORE AT: events.san.org/90-years-of-go
In addition to the work products highlighted in our relevant experience in this section, MIG has provided selected videos and work samples on a USB flash drive accompanying our proposal.

**Work Samples**

**ADDITIONAL WORK PRODUCTS**

**VIDEOS**
- City of La Mesa Jewel of the Hills Video
- San Diego County Parks and Recreation Department Branding Video
- San Diego Forward Regional Plan Video
- San Diego County Regional Airport Authority (SAN) Marketing and Communications Video
- Our Pasadena General Plan Implementation - Specific Plan and Zoning Updates Video
- San Diego County Water Authority Educational Videos

**COLLATERAL**
- Our Pasadena General Plan Implementation - Specific Plan and Zoning Updates Fact Sheets (English and Spanish)
- OurLA2040 Participation Packet
- Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment Fact Sheets
- City of La Mesa Jewel of the Hills Community Profile
- Sonoma County Department of Health Services SNAP-ED Marketing and Communications Plan
References

FOR COMPARABLE SERVICES

We invite you to contact the clients identified below regarding our ability to think creatively and provide quality marketing and communications services and products.

CITY OF LA MESA COMMUNICATIONS AND ENGAGEMENT CAMPAIGN

Yvonne Garrett, City Manager
City of La Mesa
8130 Allison Avenue
La Mesa, CA 91942
ygarrett@ci.la-mesa.ca.us  |  (619) 667-1311

SAN DIEGO 250

Joe Terzi, CEO
San Diego Tourism Authority
750 B Street, Suite 1500
San Diego, CA 92101
jterzi@sandiego.org  |  (619) 232-3101

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY (SAN) MARKETING AND COMMUNICATIONS SERVICES AND 90TH ANNIVERSARY

Jon Graves
Senior Manager, Marketing
San Diego County Regional Airport Authority
Third Floor, SDCRAA Administration Building
3225 North Harbor Drive
San Diego, CA 92101
jgraves@san.org  |  (619) 400-2874

OUR PASADENA GENERAL PLAN IMPLEMENTATION, SPECIFIC PLAN UPDATES COMMUNITY ENGAGEMENT AND COMMUNICATIONS CAMPAIGN

Anita Cerna, Senior Planner
City of Pasadena
175 Garfield Avenue
Pasadena, CA 91101
acerna@cityofpasadena.net  |  (626) 744-6767

OURLA2040 GENERAL PLAN STRATEGIC COMMUNICATIONS

Conni Pallini-Tipton, Senior Planner
City of Los Angeles
200 N. Spring Street, Suite 525
Los Angeles, CA 90012
conni.pallini-tipton@lacity.org  |  (213) 473-3231

OUR LA 2040 GENERAL PLAN STRATEGIC COMMUNICATIONS

Conni Pallini-Tipton, Senior Planner
City of Los Angeles
200 N. Spring Street, Suite 525
Los Angeles, CA 90012
conni.pallini-tipton@lacity.org  |  (213) 473-3231
Procedures and Methodology

Scope of Work
UNDERSTANDING AND APPROACH

I. ACCOUNT MANAGEMENT

The MIG Project Manager will have weekly check-in meetings with the City Project Manager(s) and other staff as necessary. Check-in meetings may be combined with or tied to creative review meetings. The MIG Project Manager will also maintain regular email and phone correspondence with City Project Manager. More detailed project management logistics will be determined at a Project Kickoff Meeting.

Deliverables will be initially presented at project coordination meetings or via emails/phone calls. When materials are submitted in draft form, MIG will provide two rounds of revisions, including one round of draft text and design revisions, and one round of final revisions. City staff and managers will provide consolidated feedback within one week of receipt of a draft. Memos will be revised one time, if necessary. This review process may be adjusted in collaboration with City staff.

MIG will invoice monthly, providing monthly project updates and breakdown of costs.

Task 1.1 Communications and Outreach Plan
Based on the research, MIG will develop a Communications and Outreach Plan. MIG will recommend effective external communications to reach the City’s diverse constituency and promote City programs and services. The Plan will address strategies related to residential, business, school-based and organizational communications, and will cover a variety of channels and tactics, including print collateral, event outreach and paid advertising, among others. Recommended channels and tactics will include associated costs and level of effort (e.g., media buys, printing, etc.) and MIG will work with City staff to establish key priorities for implementation.

The plan will include:
» Target audiences and stakeholder groups
» Communications objectives by audience
» Barriers, concerns, and motivators by audience
» Key messages by audience
» Stakeholder outreach approach for each element
» Detailed timelines and workflows for construction updates
Task 1.3 Printed Communication Materials
MIG will develop a comprehensive set of printed communications materials, which will be tied to the Digital Outreach Tools and Stakeholder Outreach materials described below. Printed materials may include the following:

» Self-mailing fact sheets/newsletters
» Handout fact sheets
» Flyers
» Posters

Task 1.4 Social Media
Social media is a cost-effective way to publicize information that is relevant to select groups of users. MIG will populate Facebook and Twitter feeds that provide information on the two construction projects as well as the water conservation program. Posts will coincide with project milestones, neighborhood updates and media alerts. These feeds will link to the City website for more information. The feeds will be publicized through media relations and other outreach materials.

Task 1.5 Email and Text Message Alerts and Updates
MIG will prepare email blasts that publicize project milestones, construction updates, news alerts, and public meetings/workshops. People may also elect to receive short, timely alerts as text messages. They can sign up for these alerts at stakeholder or community meetings, or on the City website. For efficiency, text alerts may mirror Twitter or Facebook posts.

II. PUBLIC RELATIONS
Maintaining strong working relationships with media representatives of all types is essential to Cudahy’s successful media relations program. This is done by supplying relevant and timely information to the outlets and being extremely responsive to their information needs and deadlines. Traditional media, however, now reaches only a narrow stratum of the population who tend to be older and less diverse. The majority of Cudahy residents get news and information digitally, thus a robust use of e-newsletters, blogs, Facebook, Instagram, Twitter and other digital media should be established and cultivated. This approach should be coupled with outreach to non-English speaking residents, as well as diverse ethnic communities.

The MIG Team will bring a fresh new approach to Cudahy’s public relations program. In addition to more routine media relations tasks (such as formal public notices and communications about City actions), the MIG Team will inject a greater level of creativity and fun into its external communications and will generate news and information geared toward engaging a broader swath of Cudahy citizens. The MIG team will look for partnerships with non-profits and local governments that can amplify City activities and
The MIG Team believes in developing several compelling angles to communicate about a single topic, and then leveraging and re-purposing those angles into a multitude of communications pieces. This way, the core topic is disseminated to many audiences in many different ways, thus increasing the potential for messages to effectively reach their audiences.

Task 2.1: Media Contact List
The MIG Team will expand the City current contact list to ensure that it includes appropriate print, radio, television, and online media, including transportation-related blogs, as well as specific ethnic media outlets in order to reach the agency’s target audiences. The MIG Team will maintain and update the media contact list throughout the year.

Task 2.2: Public Relations Strategy
MIG’s public relations strategy will be informed by interviews with all of the functional teams to ensure completeness. The MIG Team will develop key message statements to present to the public and media contacts; provide educational materials for the media such as speaking notes, backgrounders and fact sheets; and offer counsel on when both proactive and reactive media outreach is needed.

The MIG Team will develop a comprehensive media publications strategy for the fiscal year, incorporating anticipated placements of legal notices, contracting opportunities and meeting announcements.

Task 2.3: Press Releases/Media Communications
The MIG Team will prepare a series of press releases throughout the year related to newsworthy activities (such as project milestones), funding and policy decisions (such as grant announcements and awards) and events (such as ground-breaking, ribbon cuttings, etc.). An initial outlook on such items will be incorporated into the comprehensive calendar developed at the beginning of the contract. Specific press releases will be identified in consultation with Cudahy City staff.

The MIG Team will also explore partnerships with groups that may have more visibility and reach into target communities to team up on promoting agency projects or initiatives.

Op-Eds or Letters to the Editor (LTE) will be employed when appropriate to enable project spokespeople to speak through the media proactively about projects, or respond to current events or negative articles. Large and small newspapers accept Op-Eds and LTEs to allow a community forum to unfold that discusses timely and/or controversial issues impacting readers. An Op-Ed or LTE can correct misinformation in the media and inform or educate citizens regarding City projects and programs.
III. SOCIAL MEDIA

MIG will devise a strategy to increase public engagement on Cudahy's social media networks and build awareness of City programs and services. The social media strategy will leverage the "organic" reach of existing networks, and will also recommend strategic paid promotions through Facebook and other channels. We will also explore potential partnerships with other social media networks in the area, including non-profit organizations and other community-based outlets that can help broaden the reach of the City’s social media postings.

The social media plan will identify key themes (or "beats") to promote through social media channels; MIG will confirm those themes with the City and will develop content for each. MIG recommends integrating these themes throughout the regular posting schedule. For example, a typical week on Cudahy’s Facebook page could include posts related to programs and events, new and noteworthy items, profiles of local businesses and community members, and fun facts/trivia, among others. Offering diverse themes will ensure that the City’s content stays fresh, dynamic and compelling.

MIG may recommend additional paid promotions to build an initial user base and promote specific content. Possible tactics may include:

» **Contests/Incentives**: MIG will develop a campaign whereby new users who "like" the Cudahy Facebook page are entered into a weekly drawing to win a prize (e.g., a new iPhone, etc.). The City could partner with local businesses and restaurants to provide additional prizes.

» **Paid Promotions**: MIG will promote selected content (posts) through Facebook and Instagram paid promotions. These promotions will ensure that specific content is viewed by an exponentially larger audience than the current followers on Cudahy's social media channels. Paid promotions are also an effective means of engaging targeted audiences.

MIG will work with the City to create a schedule of content, including a list of postings for each month. The monthly schedule will identify specific content recommended for additional paid promotions. MIG will manage paid promotional content and track performance.

MIG will also develop campaign collateral (website content, email blasts, e-newsletters, etc.) to promote the City’s social media accounts to a diverse audience. The social media campaign strategy will include evaluating Cudahy’s website to identify areas where social media can follow best practices for promoting social media channels (for example, placing individual social media icons directly on the footer of the City’s web portal).

**Deliverables:**

» Social Media Strategic Plan

» Facebook Incentive Campaign to Build Followers

» Paid Promotions for Specific Posts (8-12 total)

» Monthly Content List and Posting Schedule (one year)

» Monthly Analytics for Incentive Campaign and Paid Promotions
IV. MULTI-MEDIA

MIG will work closely with Cudahy City staff to produce a series of short videos to promote a variety of public programs and services. The videos will utilize both animation and live action footage as appropriate, while sharing a visual theme that ties each video to Cudahy’s overarching brand and establishes continuity. The final videos will be formatted for display on the City’s website as well as through dedicated social media channels (Facebook, YouTube, etc.). The process for development and production of the videos is outlined below:

**Phase 1: Content Development**

MIG will consult with City staff to identify the themes and topics for the informational videos. Based on the needs articulated in the RFP, we assume an average of 24 short videos each year. MIG will work with the City to prioritize the videos and set up a timeline and schedule for production. MIG will develop a visual look and feel to apply across all of the videos to establish consistency and cohesion. The design concept will adhere to Cudahy’s existing brand guidelines.

**Deliverables:**
- List of video themes; production timeline
- Concepts for overarching design (3 drafts, 1 final; 2 rounds of review)

**Phase 2: Script Development**

Once the video themes, production timeline and final design concept have been approved, the MIG Team will work with the City to develop scripts for each video (starting with high priority topics). MIG will provide initial outlines to organize content flow and block out key messages. Upon City approval of the outline, MIG will begin developing the full-length script with subject matter support and review from City staff. MIG will edit any existing content provided to ensure subject relevance, accuracy and effectiveness. MIG will provide a draft script to the City for review and feedback, addressing comments and edits to produce a final script.

**Deliverables:**
- Content Outline (24 total)
- Full-Length Draft and Final Script (24 total)
Phase 3: Storyboard Development
Having established the video scripts, MIG will develop corresponding storyboards—pairing key visual frames with script content. The storyboards will propose placement of motion graphics, static graphics, original video, and/or still images. In this phase, each of these visual elements will be described or presented through rough sketches (to be fleshed out and fully developed in Phase 4). MIG will provide draft storyboards to existing Cudahy City staff for review and feedback, addressing comments and edits to produce final storyboards to be used for the development of the rough cut for each video.

**Deliverables:**
- Draft and Final Storyboards (24 total)

Phase 4: Informational Graphics and Video Production
Based upon the graphics outlined in the storyboard, MIG’s design team will begin fully developing the motion graphics, static graphics, infographics, graphics on screen over video, original video, and/or still images placed in the approved storyboards. Using a combination of original illustrations, photography (as outlined in Section 5 below) and video, MIG will produce original graphics to be used in all videos. All graphics and video will be reviewed by City staff for feedback. MIG will address comments to create final versions for City approval.

**Deliverables:**
- Still Graphics (such as infographics and diagrams)
- Motion Graphics
- Video Scenes
- Original Photographs

**Deliverables:**
- Rough and Final Cuts (24 total)

### 60TH ANNIVERSARY STRATEGIC EVENT ACTION PLAN

MIG will work with the City of Cudahy to create an overarching strategic event action plan to facilitate the celebration its 60th year anniversary.

With more than 30 years of experience, MIG is highly qualified to orchestrate the City’s 60th Anniversary Celebration with a creative identity, public relations and outreach strategy and community event planning. We have created events with branded marketing and coordinated public relations for many of Southern California’s largest civic and private entities, including:

- County of Los Angeles Department of Public Works
- LACMTA Metro
- SCAG
- City of Los Angeles, Departments of City Planning and Transportation
- City of Pasadena
- OCTA
- Caltrans
- County of San Diego
- San Diego Maritime Museum
- San Diego International Airport
- Port of San Diego
- San Diego Association of Governments

Most recently, we were hired by San Diego 250, an organization made up of the City of San Diego, San Diego History Center, San Diego Tourism Authority and many other county and city establishments, to create an identity, develop a comprehensive public relations strategy and plan celebratory events throughout the year to commemorate the 250th anniversary of the City’s founding. The scope of work for San Diego 250 is similar to the work required to make the City of Cudahy’s 60th anniversary a success.
For decades the San Diego County Administration Center Building, centrally located on the beautiful Bay of San Diego, was surrounded by asphalt parking lots and small office buildings, lacking recreational opportunities for the community. Since the creation of the San Diego County Administration Center Building, the desire for a permanent waterfront park to serve as the welcoming entryway to our community has never faltered. Nearly 100 years in the making, the County of San Diego officially opened a twelve-acre waterfront park on May 10, 2014, bestowing a lasting gift to the San Diego region and providing the most significant free attraction for San Diego residents and visitors in modern-day history.

The San Diego County Department of Recreation organized a robust team, including MIG, to develop event planning and public relations strategies to promote monumental historic event.

MIG created a public relations plan describing the objectives, target audiences, marketing communications goals and strategies for the outreach. The target audiences for this event included the San Diego business community, families, residents, visitors, outdoor recreation enthusiasts, sponsors and vendors, and the local media. To appeal to the target audience, the grand opening would feature attractions for families and children of all ages including: live music and entertainment, sports, arts, cultural events, food and other family-friend activities.

MIG also developed a new identity to coincide with public outreach efforts and to increase event awareness. In collaborations with County staff, MIG created a commemorative poster, print and digital ads, social media posts and radio spots to publicize the event.

MIG and County Parks and Recreation collaborated in producing the grand opening for the Waterfront Park event. Attendance reached 20,000 people, more than double the original goal. MIG negotiated $15,000 in added value for the media buy, and overall the County Parks received ten million impressions and two hours of earned news coverage, valued at $100,000. The event resulted in a 72% increase in inquires to reserve County Parks for corporate events, weddings, concerts and large-scale, high end events that will continue their efforts of cost recovery.
MIG created brand identity and style guide for all partners to use in official San Diego 250 communications as well as a public relations plan supported a series of events held throughout the County at historically relevant locations.

To date, MIG has garnered 700,000,000 impressions. Media impression highlights include; USA Today Travel Go Escape magazine, AAA San Diego Westways, Alaska Airlines, Forbes Travel, San Diego Union Tribune, in addition to local television, radio and print. This does not include the impressions from the banners we helped arrange along Harbor Drive or the impressions from the San Diego Bay Fireworks and Sandcastle Festival.

City of Cudahy 60th Anniversary Celebration
MIG’s creative work has been recognized nationally. We have a complete creative production suite with the in-house capabilities that allow our team to craft creative solutions for any project. Our team works to understand and anticipate audience interests and needs before developing materials. It is this skill and creative talent that is applied when MIG creates fresh, strategic, creative solutions for our client’s needs.

MIG’s successful communications are driven by a belief in authentic storytelling—crafting compelling messages, enhanced by vibrant images, that resonate with diverse audiences. Through innovative communications tactics and customized community engagement, MIG can help the City of Cudahy enhance its outreach to all.

Logo Brand Identity
MIG will approach the 60th anniversary logo design project by first, assessing the needs, auditing existing collateral, and then determining the approach to best engage, inform and educate the target audience. Following the research phase, which includes interviewing key City staff, we will create a creative brief to capture the influences that inspire our design direction. Creative comps of the logo will be presented for review and recommendations for edits. The selected version will be refined and prepared for future application by City staff—website, social media, merchandizing, letterhead, banners, posters, flyers, newsletters, etc. The logo design project includes two rounds of revisions and delivery of the final files in formats designated by the City. MIG will give the City of Cudahy ALL RIGHTS transfer of ownership of final selected artwork.
Proposed Staffing and Project Team

Key Personnel

INNOVATIVE | STRATEGIC | COLLABORATIVE

The MIG Team has nationally recognized experience in innovative message creation and dissemination, working with clients in a strategic and collaborative fashion to utilize all forms of media that will deliver maximum results. Our team members are specifically skilled in the art of persuasion and creating communications tools to which people can identify and connect. With more than 260 employees throughout the United States, MIG offers a bench depth of talent unmatched in the industry. The following staff will be dedicated to Cudahy’s public relations and communications projects.

PROJECT MANAGEMENT

With over 25 years of experience in award-winning brand development and engagement, Principal Marlee J Ehrenfeld has led the agency’s team of creative professionals in the development and implementation of results-producing campaigns for a diverse clientele, from public agencies such as the Cities of Pasadena, Los Angeles, and San Diego, the Counties of Orange and San Diego, San Diego Unified Port District, San Diego International Airport, and SANDAG to private sector companies including XEROX, UPS, Qualcomm and Novell City. An acclaimed chief creative officer, Marlee was awarded the 2014 Agency Professional of the Year by the San Diego Ad Club and has won 16 regional Emmy Awards and 63 national Telly Awards for her documentary and commercial work. As Principal-in-Charge, Marlee will ensure adequate resources are allocated to this project and that contractual requirements are met. She will provide overall project direction, oversight, and quality control.

Project Manager and Director of Public Affairs and Community Engagement Corinne Martin has more than 10 years of experience working with public relations agencies, nonprofits and local city government throughout the U.S. Her background includes creating and executing communications plans and driving campaigns with specific measurable outcomes, working with elected officials and executive staff to implement major initiatives, help with constituent needs, and manage social marketing efforts for a variety of clients. Corinne will be responsible for managing and directing completion of tasks for all work assignments, serving as the day-to-day contact for Cudahy staff.

TECHNICAL SPECIALISTS

Our Project Management will be supported by well qualified marketing, public relations, communications, creative, and graphic design specialists and include:

» Principal and Community Engagement Specialist Esmeralda García as Strategic Advisor
» Aaron Ishaeik as Creative Director
» Ann Berchtold as Marketing and Communications Director
» Baylee Akins as Deputy Project Manager
» Joseph Nielsen as Social Media Marketing Assistant
» Danyel Cisneros as Graphic Designer
» Quinn Henry as Production Coordinator

Our staff is a collaboration of unique individuals who share a common vision and professional commitment about our work. MIG is proud to present an experienced and highly qualified team who offers the City of Cudahy the full range of expertise that any project might require under this account. Our team members have been selected for their strong expertise in their fields of work, as well as for their passion.
Other Information

Staff Qualifications and Commitment

FOR PROPOSED KEY PERSONNEL

CREDENTIALS AND EXPERIENCE

Per the RFP, we have included education, experience, applicable professional credentials, current location, proposed position, current assignments, level of commitment, and years with the firm in the detailed resumes on the following pages for all key personnel proposed to work with the City.

STAFF COMMITMENT AND AVAILABILITY

All key personnel will be available for the duration of the scope of services and no person designated as key personnel shall be removed or replaced without the prior written notification to the City.

RESUMES

Detailed resumes for our proposed key personnel are provided on the following pages.
Marlee Ehrenfeld is an acclaimed chief creative officer specializing in brand development and engagement strategies. Marlee paid her dues as a rock music journalist and critic. With her writing and communications skills sharpened, she moved into the world of banking and finance where she mastered public relations, sales, and marketing. Her work now weaves together all the facets of her expertise to create integrated marketing programs for public and private entities that need a brand boost. Marlee brings composure and clear-headed counsel to high-profile media campaigns and crises communications. Her diverse clientele includes corporations like XEROX and UPS, and public agencies like the City of San Diego, Port of San Diego, San Diego International Airport, and San Diego Association of Governments. She works collaboratively with clients offering a fresh set of eyes and ideas to bring life to their visions and strategies. She has helped craft marketing and communications programs addressing a variety of issues, including transportation, social services, parks and recreation, and tourism. Marlee has been recognized as a leader and role model in her community for her dedication to making a tangible difference in the lives of residents. Having joined forces with MIG in 2018, she will continue to “do good” and work on projects that inspire positive change.

Marlee J Ehrenfeld
PRINCIPAL-IN-CHARGE, CHIEF CREATIVE OFFICER

Selected Project Experience

- Pasadena General Plan Implementation Outreach and Communications, Pasadena, CA
- San Diego 250th Anniversary Marketing and Communications Services, San Diego, CA
- La Mesa Strategic Marketing and Community Engagement Services, La Mesa, CA
- San Diego International Airport 90th Anniversary and Communications Services On-Call, San Diego County, CA
- H2OC Stormwater Public Education, Media, Brand Development, and Outreach, Orange County, CA
- San Diego County Office of Education Career Pathways Initiative Marketing, San Diego County, CA
- San Diego County Office of Education Workshop and Brand Development, San Diego County, CA
- San Diego Tourism Marketing District Destination Master Plan, San Diego, CA
- SANDAG Mid-Coast Corridor Marketing, San Diego County, CA
- Mental Health Systems On-Call Communications, Southern CA
Corinne Martin is an experienced public affairs and communications professional. She has more than 10 years of experience working with public relations agencies, nonprofits and local city government throughout the U.S. Her background includes creating and executing communications plans and driving campaigns with specific measurable outcomes, working with elected officials and executive staff to implement major initiatives, help with constituent needs, and manage social marketing efforts for a variety of clients. Corinne’s current project work includes managing marketing and communications efforts for SDCRAA. She is also managing or supporting a number of high-profile civic initiatives and major infrastructure projects in Southern California, including the San Diego 250 celebration.

While working as Chief of Staff for the Bureau of Public Affairs and Communications at the Department of Environmental Protection (DEP) in New York City, she provided support for a staff of 40 people and helped prepare presentations for meetings with elected officials, community boards and press briefings. She also worked closely with the Director of Communications to help shape messaging for the agency and translate complicated scientific research into more manageable, easy to understand messaging for the general public. Corinne was also the co-chair of a city-wide multi-agency water fountain task force, set up to determine how DEP monies will be used to ensure the initiative of installing or repairing 500 water fountains across the five boroughs is accomplished.

SELECTED PROJECT EXPERIENCE

» San Diego 250th Anniversary Marketing and Communications Services, San Diego, CA
» La Mesa Strategic Marketing and Community Engagement Services, La Mesa, CA
» H2OC Stormwater Public Education, Media, Brand Development, and Outreach, Orange County, CA

» First 5 San Diego Community Education and Marketing, San Diego, CA
» City, County, and Port of San Diego Communications and Marketing, San Diego, CA
» County of San Diego Aging and Independence Initiative Marketing and Communications, San Diego County, CA
Esmeralda García is a community planning and public outreach expert whose projects often tackle complex social and economic issues associated with public services and infrastructure, transportation, housing, and urban planning and design. Through her early volunteer work, she was exposed to community organizing and governance, which sparked her passion for collaborative engagement and inclusive decision-making. Esmeralda is widely recognized for her ability to reach and connect with communities of diverse backgrounds and cultures — many of whom are under-served and often go unheard. She combines her extensive experience in facilitation and strategic planning with her broad knowledge of planning and communications to bring people together to identify and resolve problems. With her fluency in Spanish and English, Esmeralda is uniquely positioned to articulate challenges, opportunities, and goals for both clients and constituents. Whether it’s a freeway corridor impacting tens of thousands of residents and businesses or a neighborhood park serving a hundred families, she is dedicated to forging understanding and cooperation to find implementable solutions that improve the lives of everyone.

**SELECTED PROJECT EXPERIENCE**

- **Cudahy 2040 General Plan Community Engagement Strategy**, Cudahy, CA
- **OurLA2040 Communications Strategy**, Los Angeles, CA
- **Pasadena General Plan Implementation Outreach and Communications**, Pasadena, CA
- **Vision Zero Action Plan**, Los Angeles, CA
- **South Gate Parks and Recreation Master Plan Engagement**, South Gate, CA
- **Los Angeles Great Streets Challenge and Vision Zero Evaluation**, Los Angeles, CA
- **Los Angeles Great Streets Corridors Urban Design and Outreach Service**, Los Angeles, CA
- **Metro I-710 Major Corridor Study and Corridor Project EIR/EIS**, Los Angeles County, CA
- **Metro I-710 Livability Initiative Complete Streets and Active Transportation Plan**, Los Angeles County, CA
- **Commerce Green Zones Vision and Action Plans, Comprehensive Update to the General Plan and Zoning Ordinance, and Corridors Specific Plan**, Commerce, CA
- **Lower LA River Revitalization Plan**, Los Angeles County, CA
- **SR-91/I-605/I-405 Initial Feasibility Study**, Gateway Cities COG, Los Angeles County, CA
- **Port of Los Angeles Transportation Masterplan**, Los Angeles, CA
Aaron Ishaeik is an award-winning creative director with 20 years of design experience in multiple media. He is an accomplished illustrator, printmaker, and fine artist. His work has been featured in galleries in Chicago, Washington, D.C., Los Angeles, and San Diego. He teaches printmaking and regularly hosts demonstrations and workshops at the American Institute of Graphic Arts’ Annual Design Conference and The Southern Graphics Council International Conference. He is a member of Bay Park Press, a premier printmaking studio in San Diego. His illustrations and design work have been featured in international publications, including Graphics and Creativity. He has won two regional Emmy® Awards for his commercial work for the Port of San Diego and the City of Chula Vista. He created 40+ hand-illustrated icons for every park and recreation center in San Diego County as part of a strategic branding initiative for the Department of Parks & Recreation, winning a Platinum Marcom award and Emerging Brand of the Year from the San Diego Ad Club.

Aaron’s award-winning designs on behalf of MIG’s clients range from large out-of-home formats, such as wrapped buses and trolleys, to LED dioramas for airports and stadiums to wayfinding signage for the Port Pavilion’s trade shows/museum exhibits (including interactive displays) to detailed graphic design for corporate identity packages, annual reports, and packaging.

SELECTED PROJECT EXPERIENCE

» Pasadena General Plan Implementation Outreach and Communications, Pasadena, CA
» San Diego 250th Anniversary Marketing and Communications Services, San Diego, CA
» San Diego International Airport 90th Anniversary and Communications Services On-Call, San Diego County, CA
» La Mesa Strategic Marketing and Community Engagement Services, La Mesa, CA
» H2OC Stormwater Public Education, Media, Brand Development, and Outreach, Orange County, CA
» San Diego Tourism Marketing District Destination Master Plan, San Diego, CA
» SANDAG Mid-Coast Corridor Marketing, San Diego County, CA
» Port of San Diego Environmental and Sustainability Initiatives, San Diego, CA
» First 5 San Diego Community Education and Marketing, San Diego, CA
» San Diego County Office of Education Branding and Marketing, San Diego, CA

AREAS OF EXPERTISE

» Corporate Identity Design
» Video Design and Production
» Web Design
» Illustration
» Wayfinding
» Exhibit Design

EDUCATION

» BFA, School of Art Institute of Chicago

AWARDS

» Two Emmys® Award, Pacific Southwest Chapter

OFFICE LOCATION: San Diego

YEARS WITH THE FIRM: 20

LEVEL OF COMMITMENT: 20%
Ann Berchtold has 20+ years of experience at the intersection of brand development, communications, programming, and community outreach. She is an entrepreneurial, growth-focused executive with expertise in all facets of marketing, brand strategy, public relations, social media, and place activation. Ann is exceptionally adept in crafting tailored brand activation plans that elevate, connect, and resonate with audiences.

Before joining MIG, Ann led the marketing department for her agency and several other well-known agencies in San Diego. She has worked as the lead marketing and communications strategist for diverse clients including public and private sector organizations, such as City of San Diego, Downtown San Diego Partnership, Balboa Park Cultural Partnership, Brixton Capital, Carleton Management, Navarra Properties, Liberty Station, IDEA1, One Paseo, and Parq Vancouver.

**SELECTED PROJECT EXPERIENCE**

» County of San Diego Aging and Independence Initiative Marketing and Communications, San Diego County, CA
» County of San Diego Government Training Agency AIS Roadmap, San Diego County, CA
» HHSA Strategic HIV Prevention Social Marketing, San Diego, CA
» Del Mar Plaza, Programming and Placemaking, Solana Beach, CA*
» IDEA1, Programming, Social Media and Media Relations, Irvine, CA*
» SuperBlock, Brand Identity and Media Relations, San Diego, CA*
» One Paseo, Communications and Media Relations, San Diego, CA*
» Little Italy Association, Strategic Communications, San Diego, CA*
» Balboa Park Cultural Partnership, Sponsorship, San Diego, CA*
» Liberty Station, Strategic Communications, San Diego, CA*
» Parq Vancouver, Project Manager, Lead Strategic Communications Director and Media Buyer, Vancouver, Canada*
» P1440, Brand Identity and Media Buyer, Huntington Beach, CA*

*Projects completed prior to joining MIG
Joseph Nielsen
MARKETING AND SOCIAL MEDIA ASSOCIATE

Joey Nielsen is a Marketing and Social Media Associate with MIG and has experience conducting in-depth marketing research, providing elite brand management services and creating marketing campaigns for clients and public officials. He began cultivating his social media skills through managing the social channels for the United States Embassy in Lusaka, Zambia, and is social media certified through HubSpot. Joey has a passion for strategic marketing and public relations campaigns that can be seen in her work as team leader for publicity and messaging at SDSU’s first PRSSA Regional Conference in April 2017, which ultimately won the award for Outstanding Regional Conference.

SELECTED PROJECT EXPERIENCE

» City of San Diego Community Planning Areas Major Planning Initiatives Engagement/Communications, San Diego, CA
» County of San Diego Aging and Independence Initiative Marketing and Communications, San Diego County, CA

AREAS OF EXPERTISE

» Marketing Research and Campaigns
» Strategic Communications
» Media Planning

EDUCATION

» BS, Political Science, Georgia College and State University

OFFICE LOCATION: San Diego
YEARS WITH THE FIRM: 1
LEVEL OF COMMITMENT: 25%

Baylee Akins
DEPUTY PROJECT MANAGER

Baylee Akins contributes her experience in public relations, persuasive communication, and strategic social marketing to the MIG’s marketing and communications department. Some of her current clients include the San Diego Tourism and Marketing District, SCORE San Diego, the City of La Mesa, Global Winter Wonderland, and the County Eligibility Office. Baylee has a passion for strategic marketing and public relations campaigns that can be seen in her work as team leader for publicity and messaging at SDSU’s first PRSSA Regional Conference in April 2017, which ultimately won the award for Outstanding Regional Conference.

SELECTED PROJECT EXPERIENCE

» San Diego Tourism and Marketing District, San Diego, CA
» SCORE San Diego, San Diego, CA
» Downtown Village Marketing, City of La Mesa, CA
» Global Winter Wonderland Marketing, San Diego, CA

AREAS OF EXPERTISE

» Public Relations
» Strategic Communications
» Social Marketing

EDUCATION

» BA in Journalism, San Diego State University

OFFICE LOCATION: San Diego
YEARS WITH THE FIRM: 4
LEVEL OF COMMITMENT: 25%

Baylee Akins
DEPUTY PROJECT MANAGER

Baylee Akins contributes her experience in public relations, persuasive communication, and strategic social marketing to the MIG’s marketing and communications department. Some of her current clients include the San Diego Tourism and Marketing District, SCORE San Diego, the City of La Mesa, Global Winter Wonderland, and the County Eligibility Office. Baylee has a passion for strategic marketing and public relations campaigns that can be seen in her work as team leader for publicity and messaging at SDSU’s first PRSSA Regional Conference in April 2017, which ultimately won the award for Outstanding Regional Conference.

SELECTED PROJECT EXPERIENCE

» San Diego Tourism and Marketing District, San Diego, CA
» SCORE San Diego, San Diego, CA
» Downtown Village Marketing, City of La Mesa, CA
» Global Winter Wonderland Marketing, San Diego, CA

AREAS OF EXPERTISE

» Public Relations
» Strategic Communications
» Social Marketing

EDUCATION

» BA in Journalism, San Diego State University

OFFICE LOCATION: San Diego
YEARS WITH THE FIRM: 4
LEVEL OF COMMITMENT: 25%
Danyel Cisneros
GRAPHIC DESIGNER

Danyel Cisneros is part of MIG’s Creative Team, where he develops brand identities, creative templates, original illustrations and logos. He has been active in conceptualizing, planning and executing creative campaigns in collaboration with many colleagues throughout MIG. Prior to joining MIG, Danyel was a graphic designer and marketing specialist for the San Diego International Airport. He created collateral material for internal and external purposes, helped rebrand the airport and designed advertising and other necessary deliverables for various marketing campaigns.

SELECTED PROJECT EXPERIENCE
» Pasadena General Plan Implementation Outreach and Communications, Pasadena, CA
» La Mesa Strategic Marketing and Community Engagement Services, La Mesa, CA
» Burbank Airport Replacement Terminal Charrettes, Burbank, CA

AREAS OF EXPERTISE
» Graphic Design
» Brand Identity
» Collateral Development

EDUCATION
» BA, Fine Arts, California State University, San Diego

OFFICE LOCATION: San Diego
YEARS WITH THE FIRM: 3
LEVEL OF COMMITMENT: 25%

Quinn Henry
PRODUCTION COORDINATOR

As production and traffic coordinator, Quinn Henry is involved with every aspect of the company’s workflow and production processes and schedules, keeping projects on deadline and on budget. Daily, she directs the workflow to and from internal marketing communications teams for multi-platform strategic branding campaigns. She understands how all the pieces come together and the short- and long-range planning necessary to make sure everything is accomplished to task.

SELECTED PROJECT EXPERIENCE
» Pasadena General Plan Implementation Outreach and Communications, Pasadena, CA
» San Diego 250th Anniversary Marketing and Communications Services, San Diego, CA
» La Mesa Strategic Marketing and Community Engagement Services, La Mesa, CA

AREAS OF EXPERTISE
» Workflow
» Traffic
» Production

EDUCATION
» BS, Business, University of Phoenix

OFFICE LOCATION: San Diego
YEARS WITH THE FIRM: 12
LEVEL OF COMMITMENT: 15%
Statement of Insurance Coverage

SUMMARY AND PROOF OF INSURANCE

MIG currently maintains the levels of insurance coverage with the companies listed below. We have provided a copy of our current insurance certificate on the following page.

GENERAL LIABILITY
Travelers Property Casualty Company of America
$1,000,000 per occurrence, $2,000,000 aggregate and $10,000,000 umbrella

PROFESSIONAL LIABILITY
Berkley Insurance Company
$3,000,000 per claim and $5,000,000 aggregate

AUTOMOBILE LIABILITY
The Charter Oak Fire Insurance Company
$1,000,000 per accident

WORKER’S COMPENSATION
Travelers Property Casualty Company of America
$1,000,000 per accident
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland CA 94604-2675

CONTACT NAME:
E-MAIL: certificates@dealeyrrenton.com

INSURED
Moore Iacofano Gotsman, Incorporated
dba MIG, Inc.
800 Hearst Ave.
Berkeley CA 94710

INSURER(S) AFFORDING COVERAGE
INSURER F:

INSURER E:

INSURER D:

INSURER C:

INSURER B:

INSURER A:

NAIC #

COVERAGES

COVERAGE NUMBER: 1238474227  REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. LTR.  TYPE OF INSURANCE  ADDL/ SUBR  INSD  WVD  POLICY NUMBER  POLICY EFF  POLICY EXP  LIMITS

B  COMMERCIAL GENERAL LIABILITY  X  CLAIMS-MADE  X  OCCUR

Y  Y  6801H899998  8/31/2019  8/31/2020

EACH OCCURRENCE: $1,000,000

CLAIMS MADE TO RENTED PREMISES (EA occurrence): $1,000,000

MED EXP (Any one person): $5,000

PERSONAL & ADV INJURY: $1,000,000

GENERAL AGGREGATE: $2,000,000

PRODUCTS - COMPO/OP AGG: $2,000,000

C  AUTOMOBILE LIABILITY

X  ANY AUTO

OWNED AUTO ONLY

HIRED AUTO ONLY

OWNED AUTO ONLY

SCHEDULED AUTOS

NON-OWNED AUTO ONLY

Y  Y  BA6K931299  8/31/2019  8/31/2020

COMBINED SINGLE LIMIT (EA occurrence): $1,000,000

BODILY INJURY (Per person): $

BODILY INJURY (Per accident): $

PROPERTY DAMAGE: $

EXCESS LIABILITY

X  CLAIMS MADE

DED RETENTION $

B  UMBRELLA LIABILITY  X  OCCUR  Y  Y  CUP0H758762  8/31/2019  8/31/2020

EACH OCCURRENCE: $10,000,000

AGGREGATE: $10,000,000

A  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

X  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

(Not intended in NH)

Y  N

N  A

DESCRIPTION OF OPERATIONS below

AEC903162701  8/31/2019  8/31/2020

PER CLAIM ANNUAL AGGREGATE: $3,000,000

$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) FOR PROPOSALS. An Actual Certificate will be issued upon the request of the Named Insured.

CERTIFICATE HOLDER
CANCELLATION 30 Day Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
# MIG Hourly Rates

<table>
<thead>
<tr>
<th>KEY PERSONNEL</th>
<th>ROLE</th>
<th>RATE/HR</th>
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<tbody>
<tr>
<td>M Ehrenfeld</td>
<td>Principal</td>
<td>$200.00</td>
</tr>
<tr>
<td>E Garcia</td>
<td>Strategic Advisor</td>
<td>$200.00</td>
</tr>
<tr>
<td>C Martin</td>
<td>Project Manager</td>
<td>$155.00</td>
</tr>
<tr>
<td>A Brechtold</td>
<td>Marketing and Communications Director</td>
<td>$155.00</td>
</tr>
<tr>
<td>A Ishaeik</td>
<td>Creative Director</td>
<td>$155.00</td>
</tr>
<tr>
<td>B Akins</td>
<td>Deputy Project Manager</td>
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<tr>
<td>D Cisneros</td>
<td>Graphic Design</td>
<td>$95.00</td>
</tr>
<tr>
<td>J Nielson</td>
<td>Marketing and Social Media Associate</td>
<td>$85.00</td>
</tr>
<tr>
<td>Q Henry</td>
<td>Traffic &amp; Production Manager</td>
<td>$75.00</td>
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Cost Estimate

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<tr>
<th></th>
<th>Actual Hours</th>
<th>Rate/Hr</th>
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<tr>
<td><strong>I. Account Management</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Development of a Communications and Outreach Plan that includes Suggested Comps for Printed Communication Materials (includes two rounds of revisions)</td>
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<tr>
<td>Social Media (See Item III below)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Email and Text Message Alerts and Updates (Included in the Public Relations Retainer)</td>
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<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Hours</th>
<th>Rate/Hr</th>
<th>Subtotal</th>
<th>Total</th>
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<td>Principal</td>
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<td>$200.00</td>
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<tr>
<td>A Brechtold</td>
<td>Project Manager</td>
<td>16</td>
<td>$155.00</td>
<td>$2,480.00</td>
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<tr>
<td>A Ishaeik</td>
<td>Creative Director</td>
<td>8</td>
<td>$155.00</td>
<td>$1,240.00</td>
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<td>J Nielsen</td>
<td>Marketing and Social Media Associate</td>
<td>28</td>
<td>$85.00</td>
<td>$2,380.00</td>
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<tr>
<td>Q Henry</td>
<td>Production and Traffic Coordinator</td>
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<td>$75.00</td>
<td>$300.00</td>
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9,100.00

II. Public Relations

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<td>Principal</td>
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<td>$200.00</td>
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<tr>
<td>C Martin</td>
<td>Project Manager</td>
<td>16</td>
<td>$155.00</td>
<td>$2,480.00</td>
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<tr>
<td>A Ishaeik</td>
<td>Creative Director</td>
<td>4</td>
<td>$155.00</td>
<td>$620.00</td>
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<tr>
<td>D Cisneros</td>
<td>Graphic Design</td>
<td>8</td>
<td>$95.00</td>
<td>$760.00</td>
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<tr>
<td>J Nielsen</td>
<td>Marketing and Social Media Associate</td>
<td>28</td>
<td>$85.00</td>
<td>$2,380.00</td>
<td></td>
</tr>
<tr>
<td>Q Henry</td>
<td>Production and Traffic Coordinator</td>
<td>4</td>
<td>$75.00</td>
<td>$300.00</td>
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PR Plan $7,340.00
Monthly Retainer Annual Fee $48,000.00

III. Social Media*

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<tr>
<th>Name</th>
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<th>Hours</th>
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<th>Subtotal</th>
<th>Total</th>
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<tbody>
<tr>
<td>M Ehrenfeld</td>
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<td>4</td>
<td>$200.00</td>
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</tr>
<tr>
<td>A Brechtold</td>
<td>Project Manager</td>
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<td>$155.00</td>
<td>$620.00</td>
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<tr>
<td>A Ishaeik</td>
<td>Creative Director</td>
<td>4</td>
<td>$155.00</td>
<td>$620.00</td>
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<tr>
<td>D Cisneros</td>
<td>Graphic Design</td>
<td>8</td>
<td>$95.00</td>
<td>$760.00</td>
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<tr>
<td>J Nielsen</td>
<td>Marketing and Social Media Associate</td>
<td>14</td>
<td>$85.00</td>
<td>$1,190.00</td>
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<tr>
<td>Q Henry</td>
<td>Production and Traffic Coordinator</td>
<td>4</td>
<td>$75.00</td>
<td>$300.00</td>
<td></td>
</tr>
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12 Months: $21,720.00

*The price quoted is based on a monthly fee of $1,810.00, which is based on the City of Cudahy managing the posting of the communications. MIG will charge $3,000 per month to
Cost Estimate

<table>
<thead>
<tr>
<th>IV. Multi-Media</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase 1: Content Development</strong></td>
</tr>
<tr>
<td>• List of video themes (24 total themes)</td>
</tr>
<tr>
<td>• Design concepts (3 drafts, 1 final; 2 rounds of review)</td>
</tr>
<tr>
<td><strong>Phase 2: Script Development</strong></td>
</tr>
<tr>
<td>• Content Outline (24 total)</td>
</tr>
<tr>
<td>• Full-Length Draft and Final Script (24 total)</td>
</tr>
<tr>
<td><strong>Phase 3: Storyboard Development</strong></td>
</tr>
<tr>
<td>• Draft and Final Storyboards (24 total)</td>
</tr>
<tr>
<td><strong>Phase 4: Informational Graphics and Video Production</strong></td>
</tr>
<tr>
<td>• Still Graphics (such as infographics and diagrams)</td>
</tr>
<tr>
<td>• Rough Cuts (12 total)</td>
</tr>
<tr>
<td>• Two (2) voiceover options (City to select one)</td>
</tr>
<tr>
<td>• Voiceover recording of video scripts (as needed)</td>
</tr>
<tr>
<td>• Video Final Cut (24 total)</td>
</tr>
</tbody>
</table>

**Timeline: 2 weeks production per :15 - :20 short video**

| M Ehrenfeld  | Principal | 110  | $200.00 | $22,000.00 |
| E Garcia     | Strategic Advisor |          | $200.00 | $0.00  |
| C Martin     | Project Manager |          | $155.00 | $0.00  |
| A Brechtold  | Marketing and Communications Director |          | $155.00 | $0.00  |
| A Ishaeik    | Creative Director | 110  | $155.00 | $17,050.00 |
| J Nielson    | Marketing and Social Media Associate |          | $85.00  | $0.00  |
| D Cisneros   | Graphic Design | 160  | $95.00  | $15,200.00 |
| J Nielson    | Marketing and Social Media Associate |          | $85.00  | $0.00  |
| Q Henry      | Traffic & Production Manager |          | $75.00  | $0.00  |
| Videographer | Videography and Post-production | 165  | $125.00 | $20,625.00 |

Total $74,875.00

<table>
<thead>
<tr>
<th>V. 60th Anniversary Strategic Event Action Plan</th>
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</thead>
<tbody>
<tr>
<td>• 12-month Strategic Anniversary Event Plan</td>
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<tr>
<td>M Ehrenfeld</td>
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<tr>
<td>A Brechtold</td>
</tr>
<tr>
<td>D Cisneros</td>
</tr>
<tr>
<td>J Nielson</td>
</tr>
</tbody>
</table>

Total $5,610.00

• 60th Logo Brand Identity Design and Production

| M Ehrenfeld  | Principal | 5    | $200.00 | $1,000.00 |
| A Brechtold  | Project Manager | 8    | $155.00 | $1,240.00 |
| A Ishaeik    | Creative Director | 8    | $155.00 | $1,240.00 |
| D Cisneros   | Graphic Design | 22   | $95.00  | $2,090.00 |
| J Nielson    | Marketing and Social Media Associate | 5    | $85.00  | $425.00  |

Total $5,995.00
Compensation Plan

Compensation Acknowledgement

Per the RFP, MIG will perform the various services and tasks set forth in the Scope of Work in accordance with the work schedule which will be mutually determined for each project between MIG and City staff. We acknowledge compensation will be paid in monthly increments as the work is completed.

Quality Control

Quality Assurance/Quality Control (QA/QC)

We place a strong emphasis on QA/QC for all our work. Quality deliverables that are backed up by clear and accurate data are critical to the success of a project. Your credibility with stakeholders and the public depends upon timely, high-quality products.

Prior to commencing work, MIG creates a detailed work plan and schedule that illustrates the project on a task-by-task basis, making clear the project’s critical path, key deadlines and checkpoints, and the responsibilities of each team member. We will develop a Quality Management Plan (QMP). The QMP will be applied to each deliverable, addressing known and anticipated project issues and potential concerns, as well as the overall goals for the project. We will distribute the QMP to our subconsultants and brief them on these procedures during initial project meetings so everyone on the team is following the same policies for review, documentation, and edits.

Regularly scheduled project team meetings are conducted to ensure work quality and the appropriate allocation of staff time and project resources. The project manager has an identified back-up staff member to handle urgent project issues or emergencies. Biweekly, the MIG managerial team will compare project progress to the proposed schedule. When there is a significant variation, the MIG Team will take immediate steps to remediate the delay and/or provide a revised task plan to the client, if necessary. This internal program monitoring is used in addition to direct lines of communication with Cudahy City staff. The Principal-in-Charge and Project Manager will provide status updates to City staff on a monthly basis (or more frequently as requested) and will inform City staff of any problems encountered that will result in a delay in schedule. Prior to delivery to the client, all work is reviewed by the project manager and principal using a comprehensive checklist. This review time is built into the schedule and cost estimate for this project, including time for internal MIG revisions prior to client delivery.
Conflict of Interest

MIG, Inc. has no potential conflicts of interest related to this contract to provide public relations and community outreach services.

MIG and our personnel have never been involved in any litigation which is adverse to the City.

MIG is not currently nor has provided consulting services within the last four years to any person, corporation, partnership, or other entity that made application to the City for a discretionary land use entitlement or City project. As stated in our proposal, MIG was hired by the City to prepare the Cudahy General Plan 2040 Update, Focused Zoning Code Update, and Long-Range Water Conservation and Parks Plan in 2018.

Required Forms

Per the RFP, we have provided on the following pages the required forms listed below.

» Summary Sheet
» Certification of Firm’s Acceptance of City of Cudahy’s Professional Services Agreement
» False Claims Form
» Civil Litigation History/Civil Litigation Certification
### APPENDIX B

#### PROJECT MANAGEMENT SERVICES RFP

##### SUMMARY SHEET

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th>Moore Iacofano Goltsman, Inc. (MIG)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Parent or Ownership:</td>
<td>N/A</td>
</tr>
<tr>
<td>Firm Address:</td>
<td>800 Hearst Avenue, Berkeley, CA 94710</td>
</tr>
<tr>
<td>Firm Telephone Number:</td>
<td>(510) 845-7549</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>(510) 845-8750</td>
</tr>
<tr>
<td>Firm Email Address:</td>
<td><a href="mailto:info@migcom.com">info@migcom.com</a></td>
</tr>
<tr>
<td>Firm Website:</td>
<td><a href="http://www.migcom.com">www.migcom.com</a></td>
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<td>Number of years in existence:</td>
<td>37</td>
</tr>
</tbody>
</table>

Management Contact (person authorized to sign an agreement for the firm; and ultimately responsible for services required for this Request for Proposal):

| Name: | Marlee J Ehrenfeld |
| Title: | Principal |
| Telephone Number: | (619) 682-3841 |
| Fax: | (619) 682-3844 |
| Email: | mehrenfeld@migcom.com |

Types of series provided by your firm:

- Public relations, marketing, community outreach and engagement, strategic communications, graphic and website design, video production, social media strategies, urban planning, urban design, landscape architecture, civil and infrastructure engineering, and environmental planning services.
APPENDIX C

PROJECT MANAGEMENT SERVICES RFP

CERTIFICATION OF FIRM’S ACCEPTANCE OF CITY OF CUDAHY’S PROFESSIONAL SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION OF TERMS (if any)

By signing this form below, the firm certifies that the attached Agreement in Appendix B is acceptable to the firm and will be signed upon selection of the firm to perform consulting services for the City of Cudahy, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm’s Management Representative authorized to sign an agreement:

Marlee J Ehrenfeld
Name

Signature

Firm Name: MIG, Inc.

Principal
Title

October 16, 2019
Date
Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** “False Claims Act”, as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

**FALSE CLAIMS ACT CERTIFICATION**

If the Proposer has no False Claims Act violations as described above, complete the following:

I, ______________________________, am the ______________________________
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of ______________________________(hereinafter, “Proposer”).
(Print Name of Proposing Entity)

In submitting a proposal to the City of Cudahy, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

**I declare under penalty of perjury that the foregoing is true and correct.**

Executed this ______________ day of ______________________________ at ______________________________
(month and year) (city and state)

By ____________________________________
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)
FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of Determination of Violation: ________________________________

(2) Identity of tribunal or court and case name or number, if any: ________________

(3) Government Contract or project involved: ________________________________

(4) Government agency involved: _________________________________________

(5) Amount of fine imposed: ______________________________________________

(6) Exculpatory Information: ______________________________________________

DECLARATION

I, ____________________________________________________________, the ________________________________,

(Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____________________________________________________________ (hereinafter, “Proposer”)

(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this ____ day of ________________ at ______________________________

(month and year) (city and state)

by _____________________________________________________________

(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)
CITY OF CUDAHY
CITY HALL
5220 SANTA ANA STREET
CUDAHY, CALIFORNIA 90201

CIVIL LITIGATION HISTORY/
CIVIL LITIGATION CERTIFICATION
(PROJECT MANAGEMENT SERVICES RFP)

Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible.** For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled “Civil Litigation History Information:” (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

**CIVIL LITIGATION CERTIFICATION**

If the Proposer has no civil litigation history to report as described above, complete the following:

I, _______________________________, am the ________________________________,
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of _____________________________________________.
(Print Name of Proposing Entity)

In submitting a Proposal to the City of Cudahy for Project Management Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this ___________________ day of __________________, 2019, at ________________
(month and year) (city and state)

by ________________________________
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

Marlee J Ehrenfeld                                                                    Principal
MIG, Inc. 16th October, 2019                    San Diego, CA
CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: NOT APPLICABLE

(2) Court case identification number: ________________________________

(3) Jurisdiction in which case was filed: ________________________________

(4) Outcome of the case: ____________________________________________

(5) Name of Case: _________________________________________________

(6) Court case identification number: ________________________________

(7) Jurisdiction in which case was filed: ________________________________

(8) Outcome of the case: ____________________________________________

DECLARATION

I, __________________________, the ____________________________,
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of ________________________________ (hereinafter, “Proposer”)
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of __________ at ________________________________
(month and year) (city and state)

by ________________________________
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)
Request for Proposal
Community Outreach Services

Submitted by

Submitted By
Louis R. Reyes
Principal
BiComm LLC
PH: (323) 596-0004
Email: louis@bicomms.us
October 17, 2019

Mr. Jose Pulido
City Manager
City of Cudahy
1600 West Beverly Boulevard
Montebello, CA 90640

RE: City of Cudahy – RFP Public Relations and Community Outreach Services

Dear Mr. Pulido:

The BIComm LLC is pleased to submit our proposal to provide Community Outreach Services to the City of Montebello. We are a full-service communications firm that specializes in Internet communications and marketing as well as providing traditional communication services. A founder was a pioneer in digital marketing services by conducting Internet based outreach and information services with email marketing and website development services since 1996.

Our team has been leaders in communications and public outreach in the Gateway Cities Region for 20 years. Having worked for California state legislators along with local municipalities in a communications capacity, we have expertise in providing the public with information regarding public policy that may impact residents that is critical for constituent services.

We believe we are the best qualified firm because we are local, we have expertise in providing Spanish language communications, and we charge a reasonable rate for excellent service.

We look forward to partnering with the City of Cudahy to provide excellence in public relation and community outreach services. We are confident that our team is equipped with the experience that qualify us and we hope to work in partnership with the City.

Sincerely,

Louis R. Reyes
Principal
BIComm LLC
I. GENERAL OVERVIEW

COMPANY CONTACTS

BICOMM LLC
dba Blue Icon Communications
13104 Philadelphia Street, #206
Whittier, CA 90601

Phone: 323.596.0004
Fax: 323.596.0004
Email: louis@bicomm.us

Louis Reyes, Principal
13104 Philadelphia Street, #206
Whittier, CA 90601
Email: louis@bicomm.us
Cellular: 562.755.4307

LEGAL STATUS: BICOMM LLC is a limited liability company formed in June 2019 dba Blue Icon Communications. Previously, Blue Icon Communications was a sole-proprietorship established in January 2008. Legal Status records will be provided upon request should the City of Cudahy considers awarding the contract to BIComm LLC.

FINANCIAL STATUS: BIComm acknowledges the RFP request on documentation on financial status to ensure the firm will continue business through the contracted period. Given that such financial documentation is confidential in nature and the RFP is open to the public, we will provide any requested documentation should the City of Cudahy considers awarding the contract to BIComm LLC.

COMPANY PROFILE

Founded in 2008, BIComm LLC is a full-service communications firm that specializes in communications. We are a 100% minority-owned small business based in the city of Whittier that provides services to the Gateway Cities of Los Angeles County with a focus on the Latino community.

Blue Icon Communications has ten years of experience successfully providing communications and marketing services to our clients within the Southeast Los Angeles area. We understand the community because we live and work in the communities we serve.
Over the last decade, we have provided high-quality communications and marketing services to private businesses, public officials, nonprofit, and government agencies that have successfully resulted in our client’s achieve their goals. Initially, BIC primarily provided content management website development, email marketing, brand development, and social media consulting management services but expanded our services to include communications management, crisis communications, media relations, community outreach, government relations, and business development.

Internet Communications Experts – BIComm uses cutting-edge Internet technology to deliver high-quality products to its clients. Louis R. Reyes has over 20-years of experience in developing effective Internet communications strategies to achieve established project goals and objectives.

The BIComm team members utilize social media daily to engage the public. We are continually monitoring and evaluating new trends and technologies that may appear in the ever-changing Internet landscape. Our team has a presence on all primary social media sites, and we are considered online community influencers on Facebook, Twitter, and Instagram.

II. ORGANIZATIONAL INFORMATION

LOUIS R. REYES – Principal

Louis R. Reyes is the founder of Blue Icon Communications. He possesses over 20 years of experience in public affairs and communications. He was previously with the Los Angeles County Office of the Assessor, Communications Director, Consultant with the California State Senate, and District Director with the California State Assembly.

As a consultant in the private sector, he has worked on a range of projects that include political campaigns, crisis media management, community outreach, communications, government relations, and social media strategy. He has worked on political campaigns ranging from Presidential to local school board and has advised numerous candidates and elected officials on public policy and communications.

Louis possesses a wide range of experience working with the news media, and he has appeared on every major television news network as well as CNN and BBC as a spokesperson representing government entities, community-based

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<table>
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<tbody>
<tr>
<td>Bachelor of Science, Public Policy and Management, University of Southern California</td>
</tr>
</tbody>
</table>
organizations, labor unions, political organizations and elected officials.

Also, Louis has been quoted in newspapers such as L.A. Times, Wall Street Journal, San Gabriel Valley Tribune, and the Sacramento Bee on issues regarding crisis management, political commentary, public policy, and Latinos. He maintains a positive relationship with journalists that includes both English and Spanish media within the Greater Los Angeles market.

Some of his projects include:

- Communications Consultant, IBEW Local 18
- Communications Consultant, Teamsters Local 630
- Media/Outreach Consultant, City of Commerce
- Field Consultant, Montebello Yes on Measure S Campaign, Montebello, CA
- Community Engagement Consultant, Clearwater Communities RE Development, Whittier, CA
- Direct Mail Consultant, Yes on Measure B, Burbank Airport, Burbank, CA
- Outreach Consultant, Yes on Measure W, Montebello CA
- Media Consultant, Save American Apparel Campaign, Los Angeles, CA
- Communications Consultant, Office of Councilmember Gil Cedillo, Los Angeles, CA
- Website Management, Mexican American Opportunity Foundation, Montebello, CA
- Internet Communication Consulting, California Legislative Latino Caucus Institute of Public Policy, Sacramento, CA

Louis has been utilizing social media as part of his communication efforts for over a decade. He is considered an influencer on Facebook and Twitter. Here is some of his social media statistical information:

**Facebook:** Louis has been an active user since 2007 and currently has 2,000 friends and over 200 followers that include elected officials, community leaders, business people, and thought leaders in the greater Los Angeles area.

**Twitter:** Louis uses Twitter to distribute news related information. He has 1,169 followers who are mainly news agencies reporters, political activists, and elected officials. 71% are male and 29% female who are mainly interested in politics and current events. 56% of followers are from Los Angeles County, 10% from Sacramento, and 6% from Washington DC.
LOUIS REYES RESUME

Blue Icon Communications  
Whittier, CA

*Principal*  
January 2008 to Current

- Consulted on strategy and developed plans to realize client’s vision and achieve goals.
- Provided political strategy, media relations, and campaign management consulting to candidates running for congressional, state senate, state assembly, city councils, and school district boards.
- Created client’s branding for campaign and marketing purposes
- Collaborated with clients to craft key messaging and policy platforms.
- Created government relations programs for private industry and maintained positive relationships.
- Established two-way communications channels with targeted stakeholders using traditional, Internet, and social media communications tools to leverage and align messaging.
- Directed the creation of written content that includes news releases, mail pieces, speeches, social media, press releases, newsletters, social media, and blogs.
- Supervised team of coding programmer, graphic artist, writers, and outreach staff to implement projects.

Los Angeles County Office of the Assessor  
Los Angeles, CA

*Communications Director - Special Assistant Assessor*  
October 2011 to April 2013

- Served as primary communications strategist and media spokesperson as part of a transition team during a period of crisis.
- Monitored and identified opportunities for process and procedural improvements to the department, as well as wrote reports provided analysis and recommendations.
- Collaborated in media strategy decisions with executive team members as well as prepared and disseminated press releases utilizing AP style guidelines.
- Wrote, edited, and collaborated in developing articles for the Assessor’s e-mail newsletter for external audiences, and bi-monthly employee print newsletter.
- Cultivated and maintained relationships with external agencies, local government, community organizations, and reporters by providing timely and accurate information regarding the department.
- Developed department’s first communications plan integrating media relations, external communications, community outreach, and social media as well as managing its execution.

California State Senate – 30th District  
Montebello, CA

*Consultant*  
May 2009 to October 2011

- Served as primary district adviser and spokesperson on the budget, education, local government, business, and housing/real estate issues.
- Developed programs and strategic partnerships that assisted community organizations affected by budget deficit and public policy issues.
• Researched, identified, and organized community stakeholders to educate on the State budget and policy issues.
• Participated in leadership capacities with local community organizations.
• Maintained positive relations with cities, school districts, and government agencies.

Obama for America Whittier, CA & Las Vegas, NM
Field Organizer (Volunteer & Paid Staff) June 2008 to November 2008
• Primary responsibility included to recruit, manage, and train volunteers to organize their communities and neighborhoods into teams.
• Managed voter registration, voter contact outreach persuasion, and motivation of voters.
• Developed a plan to organize a targeted geographical area based on its unique characteristics.
• Planned, managed, and executed events and training.
• Developed positive working relationships with community leaders and elected officials.

Diverse Strategies for Organizing Los Angeles, CA
Senior Public Affairs Associate June 2007 to January 2008
• Registered Los Angeles City lobbyist with primary responsibilities of supervising all government relations projects specializing in land use entitlements and conditional use permits.
• Managed all lobbying activities and completed all Ethics Commission lobbying reporting.
• Developed and wrote all contracted client's strategic plans, written correspondences, talking points, and speeches.
• Coordinated meetings with elected officials and staff to solicit and identifying support for clients.
• Supervised community outreach projects that included researching and developing outreach stakeholder contact lists, grassroots coalition building, door-to-door canvassing, conducting one-to-one and small group meetings, facilitating meetings, and conducting public presentations.

California State Assembly – 56th District Norwalk, CA
District Director November 2003 to December 2006
• Provided Assembly Member strategic advice on legislative goals and objectives
• Supervised district staff and directed the execution of coordinated community outreach projects and district legislative services.
• Cultivated positive relationships with community leadership and managed all intergovernmental relations with cities, school districts, and other agencies.
• Served as legislative liaison on business, budget, higher education, and local government issues.
• Managed and trained staff to probe community and address constituent issues of concern by providing written analysis and recommendations.
CECILIA GOMEZ REYES – Senior Associate

Cecilia Gomez Reyes is a senior associate, who has over a decade of experience working for the government and the private sector. Cecilia responsibilities at Blue Icon Communications includes providing advice on industry best practices for communications strategies, day-to-day monitoring and managing social network profiles, and leading community outreach projects.

Her experience includes Media and Communications Assistant at the Los Angeles County Registrar-Recorder/County Clerk; Community Field Organizer for California Democratic Party in charge of outreach for the East Los Angeles County; Marketing Field Supervisor with New Dimension Marketing; and Government Relations and Advocacy Coordinator at the University of California, Santa Barbara.

A second generation community organizer, Cecilia's father was an organizer for the United Farm Workers. She followed her father's footsteps by dedicating her career to public service and becoming an expert in community relations with an emphasis on Spanish language communities.

Cecilia is skilled in Spanish language media and has been a spokesperson for government agencies, community-based organizations, and political candidates on various new related issues.

Also, Cecilia specializes in community outreach and engagement efforts in Spanish language communities. During the 2010 Gubernatorial election cycle, she was managing the East Los Angeles field office for the Jerry Brown for Governor and was responsible for engaging the most extensive Latino voter based in California.

While at the LA County Registrar/Recorder County/Clerk, she prepared for the 2016 Presidential election by developing plans to increase voter engagement projects and is managing for a $750,000 paid media budget for outreach efforts.
CECILIA REYES RESUME

EXPERIENCE

Blue Icon Communications Whittier, CA
Communications Consultant April 2010 to present
• Assist in the development of clients’ written plans, goals and objectives with key staff.
• Advise and implement communications strategies, tactics and metrics with clients’ input.
• Establish a liaison role with elected officials and community leaders by creating relationships through communications channels to leverage and align clients’ messaging.
• Manage outreach activities with target audiences to achieve clients’ goals and objectives.
• Coordinate production of collateral printed materials and internet media communication.

City of Los Angeles, Office of the City Clerk Los Angeles, CA
Media and Communications Coordinator (Contract) July 2016 to June 2017
• Developed media and communications plans to meet the division’s goals and objectives.
• Responded to request for information made by news media, public and city officials.
• Wrote and disseminated press releases, public service announcements and media kits.
• Developed and implemented media and outreach campaign is to promote city elections.
• Responsible for managing the city’s budget paid media to increase voter turnout.
• Planned and coordinated media and public events to publicize division’s initiatives.
• Created social media plan as well as monitor, post and engage with users on all social media profiles of the division.

County of Los Angeles, Registrar-Recorder/County Clerk Norwalk, CA
Assistant Public Information Officer (Contract) March 2015 to June 2016
• Developed marketing and communications plans with traditional and new media outlets.
• Responded to request for information in a timely and efficient manner.
• Wrote and disseminated advisories, press releases and public service announcements
• Developed and implemented media outreach campaign is to promote Election 2016
• Responsible for managing the department’s $1.25-million-dollar budget for paid media.
• Planned and coordinated media and public events to publicize department’s initiatives.
• Created election cycle social media plan as well as monitor, posts and engage with users on all social media profiles of the department.

County of Los Angeles, Registrar-Recorder/County Clerk Norwalk, CA
Election Assistant, Media and Communications May 2012 to November 2012
• Developed and maintained communications plan with traditional and new media outlets.
• Participated in media strategy decisions as well as prepared and distributed press releases.
• Scheduled, planned and prepared materials for media interviews and served as a spokesperson for English and Spanish media for the 2012 Presidential Primary and General Election.
• Cultivated relationships with candidates, external agencies, community members, and
reporters by providing timely and accurate electoral and department information.

• Wrote and provided copy editing for English and Spanish written collateral materials.

California Democratic Party Coordinated Campaign  
East Los Angeles, CA
Community Field Organizer  
August 2010 to November 2010

• Supervised staff and field operations which included canvassing, phone bank and volunteer recruitment in a geographic area covering 25 cities in Los Angeles County.
• Managed and ensured data integrity of outreach efforts while meeting goals and objectives.
• Researched, identified and organized community leaders and organizations in addition to establishing two-way communications channels to maximize outreach efforts.
• Provided staff support and advised on local issue messaging to visiting high profile candidates.
• Managed all community outreach event activities.

New American Dimensions, LLC  
Los Angeles, CA
Marketing Field Supervisor  
September 2009 to August 2010

• Led team to achieve outreach objectives in target markets through canvass and phone efforts.
• Conducted in-person and door-to-door field interviews.
• Managed and updated project database of over 5,000 contacts for future market research.
• Executed written Spanish language transcription on field studies.

University of California, Governmental Relations  
Santa Barbara, CA
Governmental Relations and Advocacy Coordinator  
October 2004 to May 2009

• Maintained positive relations with government agencies and elected officials to advance goals and objectives.
• Managed and coordinated advocacy and issue education efforts.
• Served as primary liaison for government dignitaries’ visits and inquiries.
• Lead campus representative on UC system governmental relations team representing all ten campuses and assisted in the development and coordination of system-wide advocacy.
• Read newspapers, legislative bills and posts on the Internet for items of interest to or affecting the University of California.

MARI MERCADO – Project Specialist

Mari Mercado is a native of Los Angeles. She grew up in East Los Angeles and has lived and organized throughout the City and County of Los Angeles in different neighborhoods. Mari obtained a B. A. from UCLA in Spanish and Linguistics. She taught English abroad for a year after graduating in Guadalajara, Mexico.

Mari has been an active member of her community as a teacher, translator and organizer. Her activism began when she became a steward for her teacher's assistant Union Local 99 in 1990. Her teaching career for the LAUSD began in 1997 simultaneously teaching and interpreting Mari
developed as a community organizer after becoming a member at Strategic Concepts in Organizing and Political Education (SCOPE). Her leadership at SCOPE and doing other electoral work led her to a position as a community organizer for the Los Angeles Alliance for a New Economy (LAANE).

Mari has spoken to thousands of community members throughout the Los Angeles city and county areas about candidates, measures, ordinances and issues that affect our community directly. Her passion to empower the community and her teaching experience compelled her to open a community enrichment program in East LA where she grew up. Mari was founder and executive director Aca Los Niños Musica y Mas an art and music based program for all ages and all inclusive.

SUB CONTRACT CONSULTANTS

Should a need arise to sub-contract public relations personnel for assignments that require individuals with expertise in direct community engagement, BIComm has partnered Atlas Public Affairs. As a team, we will guide the continued engagement of the City Council, to appropriate community stakeholders, and County and State Officials. Atlas Public Affairs aims to augment the City of Cudahy’s efforts with our team of experienced professionals and expand its capacity.

FRANK AQUIRE JR. – Project Specialist
Frank is a community and government affairs professional with over 18 years of experience working both in the private and public sector, with expertise in strategic planning, event management, communications, community outreach, public relations and planning and land use. Frank previously spent 7 years with the largest Hispanic focused retail grocer in the nation, developing their corporate and social responsibility strategy along with developing and managing their government affairs program. Additionally, Frank served for a California State Senator, California State Assemblymember and a Los Angeles City Councilmember. Frank has worked and managed several political campaigns across Southern CA for current and former legislatures. He holds a degree from California State University Northridge.

ENRIQUE VEGA – Project Specialist
Enrique is a government and public affairs professional with over 15 years of experience. Enrique emphasizes his skills in coalition building, community outreach, and community organizing. He spent 7 years working as a Field Representative for members of the California State Assembly, specifically to the Southeast Los Angeles communities. Additionally, Enrique was contracted by the Chief Executive Office of Los Angeles County to provide community outreach and community organizing services for residents of unincorporated communities in South Los Angeles. Enrique has worked on various local, statewide and national campaigns and has served on the Board of Directors of the South Gate Chamber of Commerce and as the Chair of the Government Affairs Committee for the Regional Hispanic Chamber of Commerce – Long Beach.
Beach. Enrique began his post-secondary education at U.C. Davis before receiving his Bachelor of Arts in Sociology from the California State University at Long Beach.

III. RELEVANT EXPERIENCE

IBEW Local 18 | Communications Management

IBEW Local 18 goal was to increase communications with its 6,500 members, grow organizational brand recognition with the public with a strong social media presence utilizing Facebook and Instagram while acquiring ongoing management of website, application, and other digital assets.

Situation
IBEW Local 18 wanted to increase communications to its 9,000 members by utilizing digital marketing to engage members and provide them timely news. The local had gone through years of segmented communications with no clear plan or staff assigned to management information properly. The member and public communication strategy was fractured with no clear oversight or management on digital assets and social media accounts.
Strategy
Blue Icon Communications was selected to manage all communications and digital assets for IBEW Local 18 that include website redesign as well as updates, HTML email marketing, and social media management that engages users daily.

Tactics
- Create a comprehensive communication and marketing plan that leverages social media as the primary communications channel for membership and the public
- Develop consistent branding across all channels and increase brand awareness
- Create and manage an editorial calendar to guide daily engagement
- Led the website and social media profiles with regular monitoring and monthly reporting.
- Created social media posting that included graphical and video elements.

Results
Within the first nine months of executing communications' plan and task, Blue Icon Communication was able to increase social media engagement by 24,669% with a total engagement of 31,209. We had 403,679 impressions of our brand in nine months with a total of 635 messages sent on all platforms that include Twitter, Facebook and Instagram. We increased our follows by 1,387% with a net growth of 1,467 in the first three quarters of 2019.

Our email marketing has an open rate of 60% with members’ satisfaction with ongoing communications from the Local.

City of Commerce | News Media and Community Engagement

City of Commerce conducted a citywide community education campaign on the regulation of cannabis in the city. As part of the outreach efforts to all residents by visiting over 3,000 households to conduct a survey and invite to five educational forums throughout the city.

Situation
In 2018, City of Commerce City Council was considering to regulate cannabis and possibly allow cannabis industry businesses within the city. They city wanted to conduct a citywide community education campaign to get resident feedback on the cannabis issue as well as provide educational information on the new regulations that was adopted by the State of California.

Strategy
Blue Icon Communications is currently a vendor to provide public relations and communication services to the city. Our team was selected to do a door-to-door survey with English-Spanish bilingual team that conducted a brief survey as well as invite to five educational forums. In addition, BIComm provide English-Spanish translation services, spokespersons, and handled all news media inquiries regarding the cannabis issue.

Tactics
- Met with city leadership to provide strategic advice on public relations and community outreach regarding issue.
- Created bilingual materials to distribute to city residents that provided information on the issue.
- Monitored news daily, provided strategic messaging, wrote press releases, and provided Spanish language news media spokesperson on the issue.
- Provided copy translation as well as translator services during all educational forums.
- Monitored City social media and staff public hotline to answer questions on the issue.

Results
BIComm outreached to over 3,000 homes within two weeks and engaged residents to attend the public workshops. With information obtained from the workshops, the city of commerce moved forward to regulate cannabis and allow the industry to operate within the city except for retail storefronst.

We obtained positive Spanish language news coverage on Los Angeles largest Spanish language news channel by providing factual and timely information to news outlets.

Teamsters Local 630 | Communications Management

Teamsters Local 630 goal was to increase communications with its 6,500 members, grow organizational brand recognition with the public with a strong social media presence utilizing Facebook and Instagram while acquiring ongoing management of website, application, and other digital assets.

Situation
Teamsters Local 630 has never had a communications plan or hired a professional to manage internal and external communications and marketing for the organization. The leadership
wanted to increase communications with the membership throughout Southern California and Nevada by using efficient methods of Internet technology.

**Strategy**
Blue Icon Communications was selected to manage all communications and digital assets for Teamsters that include website updates, HTML email marketing, the creation of print quarterly newsletter and social media management.

**Tactics**
- Create a comprehensive communication and marketing plan that leverages social media as the primary communications channel for membership and the public
- Develop consistent branding across all channels and increase brand awareness
- Create and manage an editorial calendar to guide daily engagement
- Led the website and social media profiles with regular monitoring and monthly reporting.

**Results**
BIComm was able to reach 1 million impressions for an eight-month period in 2018 using only organic nonpaid post on social media platform with 98.7k engagements with 2,090 clicks to Teamsters Local 630 information.

Teamsters Local 630 had 98,700 engagements with 77,410 reactions, 4,861 comments, and 16,429 shares. Blue Icon Communications interacted with those who commented as well has invited all new reactions to become a fan of the page.

**City of Maywood | Public Relations/Crisis Management**

City of Maywood was facing several crisis situations with a state audit, lack of public trust of residents, & Exide and Maywood chemical fire that resulted in immediate public health concerns with newly hired interim city manager. The city manager needed public relations and crisis management support to address several complex issues.

**Situation**
In 2016, the Maywood City Council hired a new interim city manager during a time of crisis the city was facing on multiple fronts. The city needed to quickly assess the situation and develop solutions while establishing communications channels with various stakeholders while gaining the public’s trust with the city.
Strategy
Blue Icon Communications was selected by the City Manager to provide public relations and crisis management service for a period of 90 days. BiComm provided a detailed analysis and strategic recommendations that addressed three predominate themes in the city regarding good governance, public perception of misuse of funds, and public health.

Tactics
• Create a crisis action plan to open stakeholders’ communications channels and provide public information to residents.
• Worked with the city leadership including the city manager and city attorney to develop strategies to enhance the city’s image.
• Provided weekly updates on crisis management as well as made daily tasks recommendations.
• Provided recommendations to create an administrative policy on media communications to establish chain of command as well as designate city spokespersons during a time of crisis.
• Monitored media regarding any Maywood news story and engaged reporters.

Results
BiComm was successful in executing the crisis action plan and establish clear communication channels with stakeholders. In addition, we were able to provide sound strategic advice regarding state audits and communications with state officials that represent the area.

Pink Horses Couture | Marketing Management

Pink Horses goal to expand market share as a niche custom clothing company in a multi-billion-dollar traditional ethnic clothing and quinceanera industry by creating a marketing department that manages all aspects of digital and print marketing in English and Spanish to a targeted consumer audience in greater Los Angeles area.

Situation
Pink Horses is recognized as one of the premier fashion houses for quinceanera dresses, traditional charro clothing, and custom clothing for Regional Mexican musical bands but has developed an inconsistent brand over the last five years that has allowed a loss of market share during economic growth. Competitors within the greater Los Angeles region are experiencing growth by utilizing digital marketing targeting a younger demographic.

Strategy
Blue Icon Communications was selected to create a uniformed marketing strategy for the company and execute all aspects of a newly created marketing department for their three lines
of products. The company’s priority was to increase public visibility of the Pink Horses brand as
the high-end leader of its custom made clothing.

Tactics

• Conduct a competitive market analysis and provide strategic recommendations to raise
  consumer awareness on the company’s brand and products.
• Develop consistent branding across all channels and increase brand awareness by daily
  planning and managing marketing activities for the company using digital management
  software for online social media accounts.
• Create and manage an editorial calendar to guide daily engagement as well as policies that
  approve postings by multiple individuals.
• Establish a sales pipeline that uses different only communications channels to sell our
  products.
• Provide cohesive leadership by managing and monitoring all forms of company
  communications for both public relations and marketing purposes.
• Develop a new website that provides customers with a complete inventory of custom dress,
  and that allows the company to provide online excellence in customer service.

Results

Within three months of execution of contracted scope of work, BIComm was able to establish a
foundation of best practices and begin to develop a plan while executing short-term goals. First,
we provided consistent branding across all forms of communications and created a chain of
command in the sales pipeline that now included social media inquiries that increase sales
inquires 500% that in turned increase sales orders. In addition, we implemented a targeted
social media paid advertising to increase brand recognition in a geographical area.

REFERENCES:

Mr. Edgar Cisneros
City Manager
City of Commerce
2535 Commerce Way
Commerce, CA 90040
Phone: (323) 722-4805
Email: ecisneros@ci.commerce.ca.us

Ms. Jennifer Hadley
Administrative Manager
IBEW Local 18
4189 W. 2nd Street
Los Angeles, CA 90004
Phone: (213) 387-8274 ext. 137
Email: jhadley@ibewlocal18.org

Mr. Lou Villalvazo  
Secretary-Treasurer  
Teamsters Local 630  
750 S. Stanford Avenue  
Los Angeles, CA 90021  
Phone: (213) 627-2178  
Email: lou@teamsters630.org

Mr. Adrian Aguilar  
Operations Manager  
Pink Horses  
1922 E. 64th Street  
Los Angeles, CA 90001  
Phone: (323) 583-7465  
Email: adrian@pinkhorses.net

IV. PROJECT APPROACH

Our company’s philosophy is driven by our community organizing experiences and the sincere belief that a person can make a difference in the world. Core to our belief is the communitarian philosophy that accentuates the bonds between individuals and the community with the development of personal social identity and personality is created through community relations through interaction and service.

We base our project approach to strive for excellence through service and an understanding of the needs of a community as we analyze one-to-one interactions.

Once we have a complete understanding of the issue that is addressing to solve, we conduct a strategic analysis of how we can resolve the problem given time, resources, and urgency of the situation.

Our team then develops a plan with timeline and metrics that into consideration key performance indicators to align our project with organizational goals through measurable values to determine to effectiveness and efficiency of our methods.

We execute our plan while taking into consideration implementing metrics that may provide us with ongoing analytic reporting that measures success and allows our team to make adjustments if necessary.
We continuously strive for excellence by continually reviewing plans and strategies to make sure we achieve our goals and provide final analytical reporting along with team member input to address items for improvement to strive for excellence. Specifically, the City of Cudahy requires professional services that are traditionally provided by a public information officer that manages all forms and marketing and communications for a municipality. Our team has experience in that specific capacity of work for Los Angeles County, the City of Los Angeles, and a California State Senate district in which is at least approximately 1 million residents at minimum.

Based on our initial research we find that the key to provide the needs of your city serving an estimated 23,805 population in English and Spanish with a limited budget resources given the size of the city is finding a balance to provide concise, accurate, and timely information to residents.

We are able to lower our costs to provide services to achieve the city’s objectives in the scope of work based on our professional work experience, close proximity to the city (9 miles), and understanding the needs of the community.

V. PROJECT TEAM – STAFFING

Cecilia Reyes will be the primary assigned staff to the city. She has served in a similar capacity for both the County of Los Angeles Registrar-Recorder County Clerk Office and the City of Los Angeles City Clerk. Her work experience and education is detailed on Section II of this RFP. She has attended training courses at California Public Information Officials in which she holds professional membership at the organization as an Affiliate Member.

She has been with the firm since 2010 and is based in Whittier. We propose that her public title in her capacity would be Public Information Officer and/or City Spokesperson when providing media interviews.

Louis Reyes will provided strategic advice and counsel to the City Manager’s Office. He will be available during weekly strategy discussions and if need be during a crisis situation or as requested by the City Manager’s Office.

He is the founder of the firm and is based in Whittier. We propose that his public title would be Public Information Officer and/or City Spokesperson.

The listed individuals will be assigned as key personnel for the City of Cudahy for the duration of the contract and will not be removed or replaced without prior written notification to the City.
VI. INSURANCE

Please see Attachment A & B for copies of our firm’s insurance certificates.

VII. FEES

For the above proposed project deliverables, Blue Icon Communications proposes a monthly retainer consulting fee of $4,000.00 for the proposed scope of work as outlined.

Consulting fee are invoiced monthly at the first of each month. Invoice are due and payable upon receipt.

Based on our experience provided services in the past as listed in the scope of work, we estimate the following time commitment necessary to accomplish the tasks listed.

**Account Management:** The listed scope of work takes approximately 12 to 18 hours a week to complete depending on news cycle, current city events, and emergency situations.

**Public Relations:** The listed scope of work takes approximately 4 to 6 hours a week depending on news cycle and current events.

**Social Media/Multi-Media:** The listed scope of work that requires daily monitoring and engagement takes approximately 5 to 8 hours a week to complete depending on postings, graphic design and video elements as well as answering online inquiries.

Total weekly hours assigned to various tasks as listed in our hourly rate sheet is approximately 21 hours to 32 hours a week not including travel time when designated staff needs to be onsite at an event, meeting, or a city function.

The following is Blue Icon Communications schedule of hourly rates as of January 1, 2019

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Strategic Advisor – Principal Louis Reyes</td>
<td>$150.00</td>
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<tr>
<td>Project Manager- Cecilia Reyes</td>
<td>$125.00</td>
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<tr>
<td>Project Specialist</td>
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<tr>
<td>Graphic Designer/Photographer/Video</td>
<td>$75.00</td>
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<tr>
<td>Project Assistants</td>
<td>$50.00</td>
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</table>
VIII. QUALITY CONTROL

Our quality control policies and procedures require multi-level of proofing for any written content and graphic design elements we develop by at least one individual for copy editing purposes who is not the writer of the content and a paid editing services.

Once the written copy or graphic is reviewed and corrected, the writer of the copy conducts a final review for errors and editorial changes.

The final review is sent to the designated staff of the client for final approval before being printed or placed in the public.

If the Client does not approve the copy or graphic work, the cycle is repeated until approved.

IX. OPTIONAL SERVICES

CRISIS MANAGEMENT

During times of natural disasters such as earthquakes, floods, or fire and/or other types of crisis situations such as a shooting, hostage situations, or other types of a state of emergency that may have an impact on the well being of the city. We believe that advance preparation for a crisis is key to quickly mitigate such events in a timely manner.

BIComm offers crisis management services when public information communications require a dedicated individual or team to respond to situations and provide public communications that require 8 to 24 hours of work during a crisis situation within a 24-hour period or daily until the crisis is manage or the the crisis is averted.

Fees for crisis management services are as follows:

1. $500 a day per person (English/Spanish spokesperson) that requires onsite public information services during a crisis situation to be on call for 8 to 24 hours of work if needed.
2. $2,500 a day for a team of three (crisis manager, English/Spanish spokesperson, and production) that requires onsite public information services during a crisis situation with media equipment such as lighting, podium, video/camera, production equipment, tent and portable generator to be on call for 8 to 24 hours of work if needed.
PODCAST PRODUCTION

Podcasts are increasing a popular communications method to provide news and information to a targeted audience. A city news podcasts can also be recorded on video live through social media networks and uploaded to video services as well as podcast services.

Podcasts require equipment and can be conducted in a studio setting or office depending on client preferences. In addition, podcast producers provided specialized services such as editing for audio and video use. All podcasts are scripted and require both pre-production and post production work.

BIComm is pleased to offer such services for the following fees:

1. Podcast production, audio only, 30 minutes: $500.00 per episode with professional host: $250.00 additional
2. Podcast production, audio and video, 30 minutes: $750 per episode with professional host: $250.00 additional.

We recommend that podcasts are scheduled for a minimum of once a month to a maximum of a weekly segment.
ATTACHMENTS
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA
520 Madison Avenue
32nd Floor
New York, NY 10022

CONTACT
NAME:
PHONE (A/C, No. Ext): (888) 202-3007
E-MAIL: contact@hiscox.com
FAX (A/C, No. Ext):

INSURER(S) AFFORDING COVERAGE
INSURER A: Hiscox Insurance Company Inc
NAIC #
10200

INSURED
BIComm LLC
13104 Philadelphia Street
206
Whittier CA 90601

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
### Certificates of Liability Insurance

#### Producer
Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA
520 Madison Avenue
32nd Floor
New York, NY 10022

#### Insured
BIComm LLC
13104 Philadelphia Street
206
Whittier CA 90601

#### Insurer Affording Coverage

<table>
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<tr>
<td>Hiscox Insurance Company Inc</td>
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#### Coversages

**Commercial General Liability**

- Claims-Made
- Occur

**Automobile Liability**

- Any Auto
- Owned Autos Only
- Sched Autos Only
- Hired Autos Only
- Non-Owned Autos Only

**Excess Liability**

- Occur
- Claims-Made

**Workers Compensation**

- Y / N
- N / A

**Description of Operations / Locations / Vehicles**

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<th>POLICY NUMBER</th>
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<th>POLICY EXP (MM/DD/YYYY)</th>
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**Workers Compensation and Employers' Liability**

- E.L. Each Accident
- E.L. Disease - EA Employee
- E.L. Disease - Policy Limit

**Other**

- Per Statute
- Other

**Certificate Holder**

**Cancellation**

- Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative**

© 1988-2015 ACORD CORPORATION. All rights reserved.
### Phase I Reviewers:
- Victor Santiago - VS
- Ruben Vasquez - RV
- Brenda Rodriguez - BR
- Richard Iglesias - RI

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<td>The firm's past experience on specific government engagements (i.e. references)</td>
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<td>Distinguishing features, skills and/or services (These may include demonstrated experience of the assigned staff to the project)</td>
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<td>2</td>
<td>Ability to complete work in a timely manner and references</td>
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<td>Cost/Value to City (and/or applicants) (25 points)</td>
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**TOTAL POINTS Evaluation:** 100

### Phase I Average Score
- **PDM Film Studios**: 79.83
- **Global Urban Strategies**: 76.17
- **MIG**: 72.67
- **Blue Icon Communications**: 71.50
- **BBPR, INC.**: 66.67

### Phase II Oral Interview (Top 2 Candidates Average)
- **Global Urban Strategies**: 83.6
- **PDM Film Studios**: 76.7

<table>
<thead>
<tr>
<th>Item</th>
<th>Points</th>
<th>Final Score</th>
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<tbody>
<tr>
<td>Global Urban Strategies</td>
<td>76.17 + 83.6</td>
<td>159.79</td>
</tr>
<tr>
<td>PDM Film Studios</td>
<td>79.83 + 76.7</td>
<td>156.53</td>
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</table>
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Public Relations and Outreach Services)
(Parties: City of Cudahy and Global Urban Strategies, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 21th day of January 2020 (hereinafter, the “Effective Date”), by and between the CITY OF CUDAHY, a municipal corporation (“CITY”) and Global Urban Strategies, Inc. (“CONSULTANT”), a public relations and outreach firm (hereinafter, “CONSULTANT”). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONSULTANT interchangeably.

WHEREAS, CITY wishes to engage CONSULTANT to provide the following specialized services: Public Relations and Outreach; and

WHEREAS, CITY’s in-house personnel is presently unable to perform the specialized services and tasks contemplated under this Agreement; and

WHEREAS, CONSULTANT possesses the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CONSULTANT agrees to perform the various services and tasks set forth under this Agreement subject to the terms and conditions set forth herein; and

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

I. ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in Exhibit “A” (hereinafter referred to as the “Scope of Services”). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in
the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.”

1.2 TERM: This Agreement shall have a term of three (3) years, commencing from January 21, 2020 (“EFFECTIVE DATE”). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY’s ability to terminate this Agreement at any time for convenience, cause, or budgetary constraints.

1.3 COMPENSATION:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services found on Exhibit A in accordance with the compensation schedule found on Exhibit B. (hereinafter, the “Approved Rate Schedule”).

B. Section 1.3(A) notwithstanding, CONSULTANT’s total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of TWO HUNDRED FORTY NINE THOUSAND ($249,000) over three years (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and Director of Finance. In the event CONSULTANT’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT’s performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION:

A. The CITY shall pay the CONSULTANT for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the CONSULTANT’s fee and cost schedule attached and incorporated hereto as Exhibit “B”. The cost for services shall not exceed TWO HUNDRED FORTY NINE THOUSAND ($249,000) over three years. The monthly rate shall not exceed SIX THOUSAND NINE HUNDRED SIXTEEN DOLLARS ($6,916). No additional compensation shall be paid for any other expenses incurred unless first approved by the CITY acting in consultation with the City Manager.

B. The CONSULTANT shall submit to the CITY a bill for services according to the project schedule attached and incorporated hereto as EXHIBIT “B”. The CITY shall pay the CONSULTANT upon thirty (30) days of receipt of the invoice.

C. No payment made hereunder by CITY to CONSULTANT shall be construed as an acceptance by CITY of any work or materials, nor as evidence of satisfactory performance by CONSULTANT of its obligations under this agreement.

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a
period of five (5) 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.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT’s cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

2.1 CITY’S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the “CITY Representatives”) to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Omar E. Hernandez (“CONSULTANT”) to act as its representative for the performance of this Agreement (hereinafter, “CONSULTANT Representative”). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT’s profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. 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.);

D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

E. All of CONSULTANT’s employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

F. All of CONSULTANT’s employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT’s own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT’s failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT’s employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY’s acceptance of any work performed by CONSULTANT or on CONSULTANT’s behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training,
knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT’s profession.

2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONSULTANT are material to CITY’s willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT’s duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY’s prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONSULTANT or under CONSULTANT’s strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT’s competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY’s confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT’s exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers’ compensation insurance and the like.

2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT’s officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT’s officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT’s compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10 **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. **Automobile Liability Insurance:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such
Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers’ Compensation Insurance/ Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT’s profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY’s elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best’s Insurance Guide, have an A.M. Best’s rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor’s rating of no less than BBB according to the latest published edition the Standard & Poor’s rating guide. As to Workers’ Compensation Insurance/ Employer’s Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT’S INSURANCE: All polices of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY’s elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY’s elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT’s insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT’s officers, employees, agents, subcontractors or subconsultants from waiving the right of
subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.6 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY’s ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY’s financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT’s commencement of any work or any of the Work. Upon CITY’s written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

**IV. INDEMNIFICATION**

4.1 The Parties agree that CITY and CITY’s elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the “CITY Indemnitees”) should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees 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, defend and protect CITY as set forth herein.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys’ fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT’s performance of work hereunder 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 negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of 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 Article and related to CONSULTANT’s failure to either (i) pay
taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers’ compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY’s elected and appointed officials, officers, employees, agents and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article 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. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY’s elected and appointed officials, officers, employees, agents 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.

4.6 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 are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY’s intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require
CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY’s written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY’s ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, “Event of Default”) shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a “Default Notice”) which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

i. Within three (3) business days of CITY’s issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY’s employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY’s employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within fourteen (14) calendar days of CITY’s issuance of a Default Notice for any other Event of Default under this Agreement. Prior
to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT’s refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT’s failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT’s and/or its employees’ disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT’s refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY’s discovery that a statement, representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT’s issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY’s failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT’s Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT’s performance under this Agreement pending CONSULTANT’s cure of any Event of Default by giving CONSULTANT written notice of CITY’s intent to suspend CONSULTANT’s performance (hereinafter, a “Suspension Notice”). CITY may issue the Suspension
Notice at any time upon the occurrence of an Event of Default. Upon such
suspension, CONSULTANT shall be compensated only for those services
and tasks which have been rendered by CONSULTANT to the reasonable
satisfaction of CITY up to the effective date of the suspension. No actual
or asserted breach of this Agreement on the part of CITY shall operate to
prohibit or otherwise restrict CITY’s ability to suspend this Agreement as
provided herein.

E. No waiver of any Event of Default or breach under this Agreement shall
constitute a waiver of any other or subsequent Event of Default or breach.
No waiver, benefit, privilege, or service voluntarily given or performed by a
Party shall give the other Party any contractual rights by custom, estoppel,
or otherwise.

F. The duties and obligations imposed under this Agreement and the rights
and remedies available hereunder shall be in addition to and not a
limitation of any duties, obligations, rights and remedies otherwise
imposed or available by law. In addition to any other remedies available to
CITY at law or under this Agreement in the event of any breach of this
Agreement, CITY, in its sole and absolute discretion, may also pursue any
one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately
   terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the
time of performance;

iii. The CITY may proceed by appropriate court action to enforce the
terms of the Agreement to recover damages for CONSULTANT’s
   breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or
   remedy.

CONSULTANT shall be liable for all legal fees plus other costs and
expenses that CITY incurs upon a breach of this Agreement or in the
CITY’s exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT’s sole
remedy shall be the suspension or termination of this Agreement and/or
the recovery of any unpaid sums lawfully owed to CONSULTANT under
this Agreement for completed services and tasks.

5.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement
shall constitute a waiver of any other default or breach, whether of the same or
other covenant, warranty, agreement, term, condition, duty or requirement
contained in this Agreement. No waiver, benefit, privilege, or service voluntarily
given or performed by a Party shall give the other Party any contractual rights by
custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this
Agreement pursuant to any provision of this Article or by normal expiration of its
term or any extension thereto shall not operate to terminate any Article, Section
or provision contained herein which provides that it shall survive the termination
or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

6.1 AUDIT OR EXAMINATION: All records and files related to the Programs shall be
kept and maintained at the City Hall premises at all times. City shall keep and
maintain all program files for the City and make them accessible for audit or
examination for a period of five (5) years after final payments are issued and
other pending matters are closed. (24 CFR Part 85, Sec. 42)

6.2 CONFLICT OF INTEREST: Consultant agrees that any conflict or potential
conflict of interest shall be fully disclosed prior to execution of the Agreement or
upon actual knowledge of a conflict of interest or potential conflict of interest
during the term of this Agreement and Contractor shall comply with all applicable
federal, state and county laws and regulations governing conflict of interest, in
accordance with 24 CFR Part 85, Sec. 84.36.

6.3 COMPLIANCE WITH FEDERAL REGULATIONS

Reserved no text.

6.4 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All
Documents and Data shall be and remain the property of CITY without restriction
or limitation upon their use or dissemination by CITY. For purposes of this
Agreement, the term "Documents and Data" means and includes all reports,
analyses, correspondence, plans, drawings, designs, renderings, specifications,
notes, summaries, strategies, charts, schedules, spreadsheets, calculations,
lists, data compilations, documents or other materials developed and/or
assembled by or on behalf of CONSULTANT in the performance of this
Agreement and fixed in any tangible medium of expression, including but not
limited to Documents and Data stored digitally, magnetically and/or electronically.
This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy,
use, reuse, disseminate and/or retain any and all copyrights, designs, and other
intellectual property embodied in all Documents and Data. CONSULTANT shall
require all subcontractors and subconsultants working on behalf of
CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.5 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and 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. CONSULTANT shall not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.6 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.7 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**
Global Urban Strategies
Attn: Omar E. Hernandez, President
1605 South Date Avenue
Alhambra, CA 91803
Phone: (626) 383-6565
Fax: (626) 389-5636

**CITY:**
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201
Attn: Santor Nishizaki, Acting City Manager
Phone: (323) 773-5143
Fax: (323) 771-2072

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.8 LOBBYING CERTIFICATION

Reserved no text.
6.9 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.10 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.11 **CITY’S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.12 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.13 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

6.14 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.15 **ATTORNEYS’ FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys’ fees and all other costs of such action.
6.16 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.

6.17 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.18 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.19 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.20 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.21 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.22 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.23 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.24 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF CUDAHY:
By: ______________________________
   Santor Nishizaki, Acting City Manager
Date: ____________________________

GLOBAL URBAN STRATEGIES, INC.:
By: ______________________________
   Name: __________________________
   Title: __________________________
Date: ____________________________

APPROVED AS TO FORM:

By: ______________________________
Date: ____________________________
Scope of Work

Global Urban Strategies, Incorporated (GUS) will work closely with designated City of Cudahy staff to develop a short and long-term public relations and community outreach implementation strategy. The following is the proposed scope of work:

Research and Discovery – Work with city and review city collateral materials, website, social media, and the 2040 Strategic Plan to evaluate public relations needs and opportunities.

- Engage city identified staff to inform public relations and community engagement strategy.
- Prepare an online community engagement survey to gather feedback from the residents.
- Request information from City staff to prepare a list of communications tools, initiatives, publications, social media platform and media engagement to assess and inventory.
- Review and evaluate the identified communications materials, social media messaging, website content, community engagement strategies to determine efficiency.
- Prepare online communications survey to solicit community resident’s feedback to support with the creation of messaging and ongoing communications strategies.
- Prepare a list of the findings to include recommendations that outline identified issues, gaps, and best-practices to address with the City.
- Prepare a needs assessment to include the list of findings and recommendations.
- Assist in the scheduling of meetings with City staff to present research findings.

Communications Tools and Engagement

- Leverage the City’s 60th Anniversary to elevate the city’s image and create touchpoints with community stakeholders and the media.
- Support to develop internal staff capacity by ensuring they are informed about the city’s communications policies and strategies.
- Manage and monitor the City’s website and social media platforms.
- Collaborate with designated staff to create a 12-month city calendar to guide community engagement and outreach opportunities.
- Collaborate with the city to identify and train media spokespeople for the monthly news platform, website, and emerging communications opportunities.
- Develop a story-deck with city partners to showcase on communications portals.
- Manage the City emergency communications platform to keep residents informed about public safety issues.
- Prepare communications graphics for publications and social media platforms.

Account Management

- Assist in the scheduling of weekly strategy discussion conference calls with designated staff.
- Manage and monitor the City’s ongoing communications website and social media platforms.
- Work in consultation with City staff to develop a 12-months calendar for City-wide communications to include community engagement and outreach plan.
- Identify and train City staff to serve as spokespeople for the monthly news platform, website, and all relevant communications.
• Prepare a communications media strategy and timeline to disseminate the City’s Strategic plan to garner media attention.

• Prepare all communications graphics for publications, social media and website.

• Develop a story-deck with city partners and influencers about the City to distribute via social media, e-news, and/or the website.

• Manage the City emergency communications platform to keep residents informed about all public safety issues.

**Communications Outreach**

• Leverage the City’s 60th Anniversary and development of a new Strategic Plan to elevate the city’s image to community residents, existing and new business, media outlets, philanthropy.

• Build internal capacity by implementing a comprehensive set of communications policies and procedures for city staff and train designated staff to use beyond the scope of the consulting contract.

• Increase media coverage and constituent engagement.

**Public Relations**

• Develop a communication and engagement strategy to raise awareness and interest in the City’s 60th Year Anniversary in consultation with designated City staff.

• Prepare media communications and respond to inquiries.

• Identify content, messaging, audience to guide the production of video series.

• Develop a media calendar in consultation with City staff to identify opportunities to promote strategic communications to enhance campaigns, initiatives, and increase media engagement and interest and frame issues in a way to build recognition.

• Align public relations with the strategic plan to bring it to life for constituents and the media.

• Develop public relations strategies that are community friendly and targeted to specific audiences (e.g. business, families, students and etc.) and identify key City spokesperson to be continuously engage and serve as the face for target issues.

• Manage, track, respond, prepare all media communications.

• In consultation with City staff, will develop a communication and engagement strategic plan to increase the public’s awareness and participation in the City’s 60th Year Celebration.

• Prepare press releases, coordinate press conferences, and other communications mediums that enhance the City’s outreach capabilities.

• Build relations with businesses, non-profit, and other organizations to assist the City in offering more programs and resources to the community.

• Identify grants and assist City in receiving those grants to help offset costs for special events and other city programs.

**Multi-media**

• Work in consultation with City staff to identify ongoing content, audience and messaging opportunities to inform the production of monthly videos series and produce videos for the City of Cudahy that address strategic plan objectives and outreach needs.
Timeline and Deliverables

Global Urban Strategies, Incorporated
530 South Lake Avenue, #478
Pasadena, CA 91101

Contact Phone Number:
(626) 383 6565

www.global-urban.com
## Timeline and Deliverables (Pt. 1)

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Phase 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Up to 1 month</strong></td>
<td><strong>Two weeks to 3 months</strong></td>
<td><strong>Three months to 3 years</strong></td>
</tr>
<tr>
<td><strong>PLANNING AND NEEDS ANALYSIS</strong></td>
<td><strong>DEVELOPMENT AND COMMUNICATIONS PLAN</strong></td>
<td><strong>IMPLEMENTATION COMMUNICATIONS PLAN</strong></td>
</tr>
</tbody>
</table>

**This phase will focus on creating a needs assessment and meeting with Key Stakeholders to evaluate existing Communications Strategies**

**This phase will begin shortly after phase 1 begins in order to develop multiple components necessary to support the implementation phase**

**In this phase, the team begins the implementation of the City’s Communication Plan**

### Deliverable 1
- Review current Marketing Tools:
  - Website
  - Social Media
  - Collateral Material Assessment
  - Brand Evaluation

### Deliverable 2
- Create a Communications Triage
- Identify key Stakeholders in the City
- Give each Stakeholder an assigned role
- Assign tasks and responsibilities for roles to designated staff

### Deliverable 3 (On-Going)
- Develop Marketing AdHoc Committee
- Create team
- Assign members
- Develop meeting schedule
- Redefine timeline based on assessment

### Deliverable 4
- Communications Plan
- Create a process
- Define result based objective
- Develop goals with benchmarks
- Situational Analysis refined

### Deliverable 5
- Create PESO model (Media Relations)
- Social media sponsorships, generational resident engagement, media kit, sponsored tweets
- Media Relations, development of media list to identify and create content opportunities for press engagement
- Social media optimization, seek community partner collaboration, community events, message dissemination
- Create content, employee stories, highlighting broad community, reviews, webinars, videos

### Deliverable 6
- Crisis Communication Action Plan
- Crisis fact sheet
- Key contact list
- Designate a spokesperson
- Create media contact list

### Deliverable 7
- Submit content for approval (on-going)

### Deliverable 8
- Create media content
- Prepare press releases
- Coordinate press conferences
# Timeline and Deliverables (Pt. 2)

**Phase 4**  
Four months to 2 years  
9 months

**REVISE AND EXPAND PLAN**
- Revise plans and expand content based on the identified implementation strategies

**Deliverable 9**
- Prepare presentation for City review with the AdHoc Committee

**Deliverable 10**
- Media training for designated city staff and City Council Members

**Phase 5**  
Six months to 3 years

**QUANTIFY PROGRESS**
- Obtain quantification information and ensure marketing goals and objectives are being met

**Deliverable 11**
- Provide information on emerging trends through quantitative and qualitative reports associated with media platforms

**Deliverable 12**
- Review total projects impacted
- Compare progress
- Measure social benefits
- Evaluate policies implemented
- Identify cost-categorized
- Add aggregate information
- Analyze the results to make informed changes

**Phase 6**  
One year to 3 years

**OPTIMIZE AND PREPARE STAFF FOR TRANSITION**
- By this phase, the projects will operate effortlessly and the Global Urban Strategies team will transition the work to the designated City team

**Deliverable 13**
- Staff Training  
  Development of timeline to conduct staff training

**Deliverable 14**
- Create a transition plan  
  Assessment of staff skills  
  Leadership training  
  Cross organizational best-practices  
  Create follow-up protocols

**Deliverable 15**
- Closeout the contract  
  Conduct client survey  
  Finalize best practices for the team  
  Review documents  
  Transfer all documents  
  Release all resources  
  Ensure all final billing is submitted  
  Create Lessons Learned document  
  Index and archive all documentation for City staff  
  Formal client review  
  Handoff of project  
  Postmortem follow-up
Fee Schedule

*Global Urban Strategies, Incorporated* will be compensated at an all-inclusive hourly rate listed below:

A. **Senior Staff**
   - President / Point of Contact: $105/HR
   - Director of Public Affairs: $105/HR

B. **Community Outreach Manager**: $85/HR

C. **Graphic Design**
   - Art Director: $85/HR
   - Public and Media Relations: $85/HR
   - Web Design: $65/HR
   - Social Media: $50/HR

C. **Clerical**: $45/HR

Not to Exceed amount of $249,000.00 over three years
Yearly rate $83,000.00 | Monthly rate $6,916.00

The hourly fees above are all-inclusive.
STAFF REPORT

Date: January 21, 2020
To: Honorable Mayor/Chair and City Council/Agency Members
From: Santor Nishizaki, Acting City Manager/Executive Director
By: Office of the City Clerk
Subject: Consideration to Adopt Proposed Ordinance No. 706 of the City Council of the City of Cudahy Adding Chapter 5.10 to the Cudahy Municipal Code Relating to the Collection of Eviction Data in the City of Cudahy

RECOMMENDATION

The City Council is requested to adopt proposed Ordinance No. 706 Adding Chapter 5.10 to Title 5, Business Licenses and Regulations, of the Cudahy Municipal Code Relating to the Collection of Eviction Data in the City of Cudahy

BACKGROUND

1. In August 2019, the City Council received presentations from City staff on rent control and rent stabilization.

2. On October 8, 2019, Governor Gavin Newsom signed Assembly Bill 1482 (AB 1482), officially the Tenant Protection Act of 2019, which will limit annual rent increases at 5% plus the rate of inflation. The law, which takes effect on January 1, 2020, will also apply “just cause” eviction policies to qualified housing across California. AB 1482 will remain in effect until 2030 and will affect an estimated 2.4 million apartments.

3. In an effort to address residents’ concerns over increasing rents and evictions, staff has looked into actions taken by surrounding jurisdictions in response to recent rent control developments and State legislation. Staff has found that the County of Los Angeles and the Cities of Inglewood, Culver City, and Bell Gardens have all adopted either interim or permanent ordinances to establish rent control measures and policies to protect tenants from becoming displaced.
ANALYSIS

In response to the State of California’s affordable housing and homelessness crisis, on September 11, 2019, the California Assembly passed AB 1482, known as the Tenant Protection Act of 2019. The Tenant Protection Act of 2019 went into effect January 1, 2020, limiting certain residential rent increases and evictions throughout the state of California.

According to the 2017 American Community Survey, 85% of Cudahy households are renters. Fifty-nine percent of Cudahy households are rent burdened (spending more than thirty percent or more of household income on housing) and thirty-one percent of Cudahy households are severely rent burdened (spending fifty percent or more of household income on housing), compared to forty-nine percent and twenty-five percent in Los Angeles County respectively. The City requires an immediate means to monitor and collect data to address the unintended consequences of the upcoming implementation of the State of California’s Tenant Protection Act of 2019, which took effect on January 1, 2020. Without such data, the City will be unable to assess and address the City's urgent needs in light of the changing legal landscape, including but not limited to, Cudahy residents' unique vulnerabilities with respect to housing instability, risks of displacement, and homelessness, thus placing the public health, safety, and welfare in immediate threat as we await the implementation of the Tenant Protection Act of 2019.

City Notice of Termination

The City will be able to monitor and collect data on evictions by requiring Landlords to provide the City with a copy of the Notice of Termination served on residents/tenants within five (5) calendar days of effective service. However, the City’s notice requirements do not conflict with California’s state notice requirements; Landlords must still comply with state law requirements regarding serving a Notice of Termination to a Tenant.

This Ordinance allows City’s Tenants to challenge the validity of a Landlord’s legal action to terminate a Tenancy, in a court of competent jurisdiction, due to a Landlord’s failure to comply with City’s Notice of Termination requirement.

CONCLUSION

If the City Council approves the proposed ordinance, the Ordinance shall take effect thirty (30) days after its second reading by the City Council to protect residents facing vulnerable housing circumstances and will provide the City with a means to monitor and collect data to address the unintended consequences of the upcoming implementation of the State of California’s
Tenant Protection Act of 2019, which took effect on January 1, 2020

**FINANCIAL IMPACT**
No fiscal impact.

**ATTACHMENTS**
Proposed Ordinance No. 706
ORDINANCE NO. 706

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, ADDING CHAPTER 5.10 TO TITLE 5 OF THE CUDAHY MUNICIPAL CODE RELATING TO THE COLLECTION OF EVICTION DATA IN THE CITY OF CUDAHY

WHEREAS, Article 11, Section 7 of the California Constitution authorizes the City of Cudahy (“City”) to make and enforce within its limits all ordinances and regulations not in conflict with general laws; and

WHEREAS, the City of Cudahy is a general law city under California Government Code Section 34102; and

WHEREAS, in response to the State of California’s affordable housing and homelessness crisis, on September 11, 2019, the California Assembly passed AB 1482, known as the Tenant Protection Act of 2019; and

WHEREAS, the Tenant Protection Act of 2019 went into effect January 1, 2020, limiting certain residential rent increases and evictions throughout the state of California; and

WHEREAS, according to the 2017 American Community Survey, 85% of Cudahy households are renters; and

WHEREAS, fifty-nine percent of Cudahy households are rent burdened (spending more than thirty percent or more of household income on housing) and thirty-one percent of Cudahy households are severely rent burdened (spending fifty percent or more of household income on housing), compared to forty-nine percent and twenty-five percent in Los Angeles County respectively; and

WHEREAS, the City requires an immediate means to monitor and collect data to address the unintended consequences of the upcoming implementation of the State of California’s Tenant Protection Act of 2019, which took effect on January 1, 2020; and

WHEREAS, the City Council finds and determines that, without such data, it will be unable to assess and address the City's urgent needs in light of the changing legal landscape, including but not limited to, Cudahy residents' unique vulnerabilities with respect to housing instability, risks of displacement, and homelessness, thus placing the public health, safety, and welfare in immediate threat as we await the implementation of the Tenant Protection Act of 2019; and
WHEREAS, the City will be able to monitor and collect data on evictions by requiring Landlords to provide the City with a copy of the Notice of Termination served on residents/tenants within five (5) calendar days of effective service; and

WHEREAS, this Ordinance allows City’s Tenants to challenge the validity of a Landlord’s legal action to terminate a Tenancy, in a court of competent jurisdiction, due to a Landlord’s failure to comply with City’s Notice of Termination requirement; and

WHEREAS, this Ordinance is needed for the immediate preservation of such public health, safety, and welfare, and shall take effect immediately upon adoption.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY does ordain as follows:

SECTION 1. Findings. The recitals above are true and correct and incorporated herein by reference.

SECTION 2. Additional Findings.

(1) The City requires a means to monitor and collect data to address the unintended consequences of the upcoming implementation of the State of California’s Tenant Protection Act of 2019, which took effect on January 1, 2020; and

(2) The adoption of this Ordinance is needed for the preservation of such public health, safety, and welfare as, without such adoption, the City will be unable to collect the necessary data to assess and address the City's needs in light of the changing legal landscape, including but not limited to, Cudahy residents' unique vulnerabilities with respect to housing instability, risks of displacement, and homelessness.

SECTION 3. Ordinance.

Chapter 5.10.010, Rental Property, is added to Cudahy Municipal Code to read as follows:

Chapter 5.10

RENTAL PROPERTY

Sections:

Article I. Title, Purpose and Definitions

5.10.010 Title.
5.10.020  Purpose.
5.10.030  Definitions.

Article II. General Provisions

5.10.040  Termination of a residential tenancy
5.10.050  Proof of compliance
5.10.060  Violations

Article I. Title, Purpose and Definitions

5.10.010Title.
This chapter shall be known as the Eviction Data Collection Ordinance of the City.

5.10.020 Purpose.
This chapter is enacted for the purpose of collecting data regarding residential evictions in the City, in order for the City to better understand rental housing and its impacts on renters. The data collected by this ordinance may be used by the City to develop and implement additional ordinances or policies regarding residential housing.

5.10.030 Definitions.
Wherever they appear in this chapter, the following defined terms shall have the meanings provided in this section, unless it is apparent from their context that a different meaning is intended:
(1) “City” means the City of Cudahy
(2) “Housing Services” means all services provided by the Landlord related to the use or occupancy of a Rental Unit, including but not limited to, insurance, repairs, replacement, maintenance, painting, utilities, heat, water, elevator service, laundry facilities, recreational areas and/or pools, janitorial service, refuse removal, furnishings, parking, storage, and security services.
(3) “Landlord” means an owner, lessor, or sublessor who receives or is entitled to receive Rent of the use and occupancy of any Rental Unit or portion thereof, and the representative, agent, or successor of such owner, lessor, or sublessor. For purposes of this chapter, a Landlord does not include an individual whose primary residence is the same Rental Unit as the Tenant.
(4) “Notice of Termination” means any written notice from a Landlord to a Tenant regarding the termination of a residential tenancy.
(5) “Rent(s)” is the sum of all periodic payments and all nonmonetary consideration demanded or received by a Landlord from a Tenant for the use or occupancy of a Rental Unit, including tenant’s access to and use of Housing Services. Rent includes without limitation, the fair market value of goods accepted, labor performed, or services rendered.
(6) “Rental Unit(s)” means any dwelling units as defined in California Civil Code section 1940, subsection (c), including joint living and work quarters, located in the City and used or occupied in consideration of payment of Rent. This definition applies to any dwelling space that is actually used for residential purposes, whether or not the residential use is legally permitted, including live-work spaces, mobile homes rented by the owner of a mobile home to a Tenant, and accessory dwelling units. For purposes of compliance with this chapter, Rental Unit does not mean any
dwelling unit in which the Landlord or any member of his/her immediate family occupies one of
the dwelling units on the property containing the Rental Unit and it is necessary for the Landlord
or any member of his/her immediate family to use either a bathroom or kitchen facility common
with the Tenant.

(7) “Tenant” means a person entitled, by written or oral agreement, or by sufferance, to the use
or occupancy of any Rental Unit.

Article II. General Provisions

5.10.040 Termination of a residential tenancy

No Landlord may terminate a residential tenancy of a Tenant occupying a Rental Unit unless
the Landlord can demonstrate:

(1) The Landlord served a Notice of Termination on the Tenant, in accordance with California
Civil Code Section 1162 and as it may from time to time be amended; and

(2) The Landlord has not accepted and will not accept Rent or any other consideration in return
for the continued use of the Rental Unit beyond the term of the terminated tenancy in compliance
with California Civil Code sections 1945, 1946, and 1946.1, as they may from time to time be
amended; and

(3) The Landlord has submitted to the City of Cudahy, c/o Housing Division, 5220 Santa Ana
St., Cudahy, CA 90201 via certified mail return receipt requested within five (5) calendar days
after service on the Tenant, a true and accurate copy of the Notice of Termination, with proof of
such service on the Tenant(s) attached.

(a) Evidence of proof of service may include receipt of delivery of the notice by the Tenant
or a sworn statement by the landlord executed under penalty of perjury under the laws of the State
of California that confirms service of the Notice of Termination to the Tenant.

(b) Landlord shall maintain proof of service to the City as evidence that Landlord has
complied with this subsection (3) of Section 5.10.040.

5.10.050 Proof of compliance

The City will accept copies of all Notices of Termination received in accordance with Section
5.10.040 and, upon written request of a Tenant who verifies residency in the Rental Unit that is
the subject of the Notice of Termination, and/or upon the written request of the Landlord who
submitted the Notice of Termination, will endeavor to provide confirmation to the requesting party
that such Notice of Termination was received; however, the City assumes no responsibility for
errors or omissions in its response, and the City’s response or lack thereof shall in no way create a
City duty, impose an obligation on the City with respect to the requirements of this chapter, or
otherwise lead to legal or equitable liability on behalf of the City.

5.10.060 Violations

(1) A Tenant may challenge the validity of a Landlord’s legal action to terminate a Tenancy, in
a court of competent jurisdiction, based on a Landlord’s failure to comply with any or all of the
requirements included in subsections (1) through (3) of Section 5.10.040, including the Landlord’s
failure to provide the City with a true and accurate copy of the Notice of Termination with proof
of service.
(2) In a suit for unlawful detainer, a Landlord’s failure to comply with any or all of the requirements included in subsections (1) through (3) of Section 5.10.040, including the Landlord’s failure to provide the City with a true and accurate copy of the Notice of Termination with proof of service, shall constitute an affirmative defense.

SECTION 3. Inconsistent Provisions. Any provision of the Cudahy Municipal Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions 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 thereof would be subsequently declared invalid or unconstitutional.

SECTION 5. Effective Date of Ordinance.
That this Ordinance shall take effect thirty (30) days after its second reading by the City Council.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Cudahy this 21st day of January 2020.

__________________________
Elizabeth Alcantar
Mayor

ATTEST:

__________________________
Richard Iglesias
Assistant City Clerk
STATE OF CALIFORNIA       )
COUNTY OF LOS ANGELES     )      SS:
CITY OF CUDAHY           )

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, hereby certify that the foregoing Ordinance No. 706 was introduced for a first reading on the _____ day of ____________, 2020 and approved for a second reading and adopted by said Council at its regular meeting held on the ___ day of ____________, 2020 by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________
Richard Iglesias
Assistant City Clerk