



CITY COUNCIL AGENDA

A Regular Meeting of the La Mesa City Council

Tuesday, October 11, 2016

4:00 p.m.

**City Council Chambers
La Mesa City Hall
8130 Allison Avenue
La Mesa, California**

**Mark Arapostathis, Mayor
Guy McWhirter, Vice Mayor
Ruth Sterling, Councilmember
Kristine Alessio, Councilmember
Bill Baber, Councilmember**

Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office, 8130 Allison Avenue, during normal business hours.

The City of La Mesa encourages the participation of disabled individuals in the services, activities and programs provided by the City. Individuals with disabilities, who require reasonable accommodation in order to participate in the City Council meetings, should contact the City's Americans with Disabilities Act (ADA) Coordinator, Rida Freeman, Human Resources Manager, 48 hours prior to the meeting at 619.667.1175, fax 619.667.1163, or rfreeman@ci.la-mesa.ca.us.

Hearing assisted devices are available for the hearing impaired. A City staff member is available to provide these devices upon entry to City Council meetings, commission meetings or public hearings held in the City Council Chambers. A photo i.d. or signature will be required to secure a device for the meeting.

4:00 P.M.

ROLL CALL

INVOCATION - COUNCILMEMBER ALESSIO

PLEDGE OF ALLEGIANCE

CITY MANAGER COMMENTS

COMMUNITY BULLETIN REPORTS

PRESENTATION

PROCLAIMING OCTOBER AS UNITED WAY CAMPAIGN MONTH

ADDITIONS AND/OR DELETIONS TO THE AGENDA

PUBLIC COMMENTS - (TOTAL TIME - 15 MINUTES)

NOTE: In accordance with state law, an item not scheduled on the agenda may be brought forward by the general public for comment; however, the City Council will not be able to discuss or take any action on the item at this meeting. If appropriate, the item will be referred to Staff or placed on a future agenda.

CONSENT CALENDAR

(Items 1 through 8)

The Consent Calendar includes items previously considered by the Council. Unless discussion is requested by members of the Council or audience, all Consent Calendar items may be approved by one motion.

1. APPROVAL OF MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS AT THIS MEETING

2. RESOLUTION AWARDING A CONTRACT FOR SPECIALIZED PROFESSIONAL SERVICES TO SNIPES-DYE ASSOCIATES FOR THE DESIGN OF THE WEST LA MESA PEDESTRIAN AND BICYCLE CONNECTIVITY PROJECT

Staff Reference: Mr. Humora

Documents:

[ITEM 2.PDF](#)

3. RESOLUTION APPROVING DELEGATION OF AUTHORITY FOR EXECUTING SPECIFIED DOCUMENTS WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

Staff Reference: Mr. Humora

Documents:

[ITEM 3.PDF](#)

4. RESOLUTION TO APPROVE COOPERATIVE PURCHASE FOR A REPLACEMENT DUMP TRUCK TO BE USED FOR THE MAINTENANCE OF CITY STREETS

Staff Reference: Mr. Humora

Documents:

[ITEM 4.PDF](#)

5. RESOLUTION AMENDING A PROFESSIONAL SERVICES CONTRACT WITH BUREAU VERITAS NORTH AMERICA, INC. FOR BUILDING DIVISION SERVICES

Staff Reference: Ms. Dick

Documents:

[ITEM 5.PDF](#)

6. RESOLUTION DESIGNATING AARON STURM AS THE BUILDING OFFICIAL PURSUANT TO THE 1997 UNIFORM ADMINISTRATIVE CODE SECTION 201 AND 202

Staff Reference: Ms. Dick

Documents:

[ITEM 6.PDF](#)

7. RESOLUTION MEMORIALIZING THE APPOINTMENT OF A MEMBER TO THE PLANNING COMMISSION

Staff Reference: Ms. Kennedy

Documents:

[ITEM 7.PDF](#)

8. RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF LA MESA AND THE COUNTY OF SAN DIEGO FOR THE PAYMENT OF THE NEXT GENERATION REGIONAL COMMUNICATIONS SYSTEM (RCS)

Staff Reference: Chief Vasquez

Documents:

[ITEM 8.PDF](#)

BOARD AND COMMISSION APPOINTMENTS

9. APPOINTING MEMBERS TO THE YOUTH ADVISORY COMMISSION

Staff Reference: Ms. Kennedy

Documents:

[ITEM 9.PDF](#)

COUNCIL COMMITTEE REPORTS (3 MINUTE LIMIT)

AB 1234 REPORTS (GC 53232.3(D))

COUNCIL INITIATED

10. CONSIDERATION OF A COUNCIL POLICY THAT REQUIRES TWO COUNCILMEMBER SIGNATURES TO DOCKET A COUNCIL INITIATED ITEM – COUNCILMEMBER BABER AND COUNCILMEMBER ALESSIO

Documents:

[ITEM 10.PDF](#)

CITY ATTORNEY REMARKS

ADJOURNMENT



REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: October 11, 2016

SUBJECT: Resolution Awarding a Contract for Specialized Professional Services to Snipes-Dye and Associates for the Design of the West La Mesa Pedestrian and Bicycle Connectivity Project

ISSUING DEPARTMENT: Public Works

SUMMARY:

Issues:

Should the City of La Mesa adopt a Resolution awarding a contract to Snipes-Dye Associates for \$215,000 for the design of the West La Mesa Pedestrian and Bicycle Connectivity Project?

Recommendation:

Adopt the Resolution awarding the contract to Snipes-Dye Associates for \$215,000 for the design of the West La Mesa Pedestrian and Bicycle Connectivity Project.

Fiscal Impact:

Funding for the design will be provided by the Active Transportation Program Regional Grant issued by the California Department of Transportation, from Capital Improvement Project account 302176OT-6830. No general fund monies will be used.

Environmental Review:

For compliance with the California Environmental Quality Act (CEQA) an initial environmental study was completed determining that this project does not have the potential to create significant adverse impacts to the environment. Thus, a Negative Declaration was prepared for public review and comment, approved and adopted by the City Council on May 26, 2015.

Strategic Goals:

- Revitalize Neighborhoods and Corridors

BACKGROUND:

The City Council adopted La Mesa Sidewalk Master Plan in 2010, La Mesa Bicycle Facilities and Alternative Transportation Plan, La Mesa Parks Master Plan and the Circulation Element of La Mesa General Plan Update in 2012. As a result of adoption of these plans a number of potential projects within West La Mesa were identified as follows:

- Installing more than 1.3 miles of new Class II bicycle lanes
- Completing nearly 3.5 miles of new Class III bicycle routes with sharrow markings and signage

- Installing a bicycle corral adjacent to La Mesa Middle School along Junior High Drive
- Constructing bulb-outs at four intersections, decreasing crossing distances and calming vehicular traffic
- Installing high visibility crosswalks at four intersections and one mid-block crossing
- Closing sidewalk gaps in the existing pedestrian network along Olive Avenue and Junior High Drive by installing 34,000 square feet of new sidewalk
- Removing an existing barrier by installing a high visibility mid-block crossing with pedestrian actuated rectangular rapid flashing beacons and in-pavement flashers between Helix Charter High School and La Mesa Arts Academy
- Enhancing night time safety through the installation of pedestrian lighting at key locations
- Providing an education, encouragement, and enforcement campaign that teaches the public how to share the road with cyclists and pedestrians
- Educating youth on bicycle safety and skills

The City of La Mesa with the support of the La Mesa-Spring Valley School District, Helix Charter High School, and Boys and Girls Club of East County secured Active Transportation Program funding administered by Caltrans to design and construct the proposed improvements. The grant application was approved by the City Council on May 26, 2015 and the grant was approved by the California Transportation Commission on June 30, 2016. The collaboration between the City, School District, and Boys and Girls Club is further advanced by a desire of the Boys and Girls Club to construct a new facility on the west end of the La Mesa Arts Academy property along future Junior High Drive alignment. Attachment B shows the scope of proposed improvements.

The City has received environmental clearance and will be finalizing the irrevocable offers of dedications for right of way from the La Mesa-Spring Valley School District and Windsor Hills Community Church for the extension of Junior High Drive.

The Boys and Girls Club have been raising funds to design and construct their new facility. The City was notified last month that the Boys and Girls Club is close to meeting their funding targets and would like to start construction in the summer of 2017. The City is expediting this project in coordination with the Boys and Girls Club construction schedule.

DISCUSSION:

The Snipes-Dye Associates design scope consists of following tasks:

- Preparation of overlay plans and striping of University Avenue from Allison Avenue to 70th Street
- Final design of Junior High Drive Extension with pedestrian lights
- Design of bulbouts at the intersections of University Avenue with Lowell Street, Culberson Avenue and Parks Avenue
- American with Disability Act improvements to the signal lights at the new bulbout locations
- Design of missing sidewalks along Olive Avenue South of University Avenue
- Design of enhanced mid-block crosswalks with inlay flasher on University Avenue, east of Olive Avenue

- Design of enhanced crosswalks with inlay flashers at the new intersection of Orient Avenue and future Junior High Drive
- Walkway from crosswalk to Helix Charter High School student parking lot
- Preparation of striping plans for the bike routes and bike lanes
- Preparation of final construction bid package with engineer's estimate

The project design timeframe is from October 2016 to March 2017. City staff will also be meeting with adjacent neighbors regarding the new road project.

The City solicited a Request for Qualifications on February 4, 2013 for as-needed Specialized Professional Services in accordance with the Municipal Code Purchasing requirements. Snipes-Dye Associates was one of two consultants selected in the drafting and design category. City Council approval is required for this contract because the fee amount exceeds \$50,000.

CONCLUSION:

Staff recommends that the Council adopt the attached Resolution awarding a contract to Snipes-Dye Associates for \$215,000 for the design of the West La Mesa Pedestrian and Bicycle Connectivity Project.

Reviewed by:



Yvonne Garrett
City Manager

Respectfully submitted by:



Gregory P. Humora
Director of Public Works/City Engineer



Hamed Hashemian
Engineering Project Manager

Attachments:

- A. Resolution
- B. Project Map
- C. Snipes-Dye Associates Agreement

RESOLUTION NO. 2016-

RESOLUTION AWARDING A CONTRACT FOR SPECIALIZED PROFESSIONAL SERVICES TO SNIPES-DYE ASSOCIATES FOR THE DESIGN OF THE WEST LA MESA PEDESTRIAN AND BICYCLE CONNECTIVITY PROJECT

WHEREAS, one of the City of La Mesa's strategic goals is to revitalize neighborhoods and corridors;

WHEREAS, West La Mesa Pedestrian and Bicycle Connectivity Project is consistent with the City Council's revitalization goals as laid out in the City's 2012 General Plan Update;

WHEREAS, the City has received an Active Transportation Program Grant from the California Department of Transportation for 1.9 million dollars for the design and construction of the project;

WHEREAS, West La Mesa Pedestrian and Bicycle Connectivity Project needs to be designed and completed within the grant agreement timelines;

WHEREAS, Snipes-Dye Associates is a qualified and licensed engineering firm and was selected to provide as-needed drafting and design services in a formal request for qualifications in 2013; and

WHEREAS, Snipes-Dye Associates has the resources and expertise to meet the City's needs.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the Mayor is hereby authorized and instructed to execute for and on behalf of the City the agreement for Specialized Professional Services between the City of La Mesa and Snipes-Dye Associates, for a fee not to exceed \$215,000, for professional services for West La Mesa Pedestrian and Bicycle Connectivity Project. Said contract is on file in the office of the City Clerk.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of La Mesa, California, held the 11th day of October 2016, by the following vote, to wit:

AYES:
NOES:
ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2016-, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

ATTACHMENT A

STANDARD AGREEMENT FOR SPECIALIZED PROFESSIONAL SERVICES
BETWEEN THE CITY OF LA MESA AND
SNIPES-DYE ASSOCIATES
FOR DESIGN OF WEST LA MESA PEDESTRIAN AND BICYCLE IMPROVEMENTS

This Agreement is entered into by City of La Mesa as of this ____ day of October, 2016, by and between the City of La Mesa, a municipal corporation, hereinafter referred to as “the City”, and Snipes-Dye Associates, hereinafter referred to as “Consultant”.

WITNESSETH THAT:

WHEREAS, the City has adopted Resolution No. 2016-____;

WHEREAS, the City has need for professional civil engineering services for design of West La Mesa pedestrian and bicycle improvements project and is willing to compensate Consultant for such services;

WHEREAS, the City desires to engage Consultant to render certain technical and professional services in the providing of said professional civil engineering services;

WHEREAS, Snipes-Dye Associates was selected to provide AutoCAD and hand drafting services in a formal request for proposal in 2013; and

WHEREAS, Consultant is registered or licensed to provide said professional civil engineering services for design of West La Mesa pedestrian and bicycle improvements project;

NOW THEREFORE, the parties do mutually agree as follows:

SECTION 1: ENGAGEMENT OF CONSULTANT

The City hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in this Agreement.

SECTION 2: SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall commence performance of the Project upon execution of this Agreement by both parties. The term “Project” as used in this Agreement shall include all of the tasks and items listed and described in Exhibit “A”, attached hereto and incorporated herein as part of this Agreement.

SECTION 3: KEY PROJECT PERSONNEL

Consultant agrees to provide the services of William A. Snipes, R.C.E., for the full term of this contract. No substitutions will be made without prior written approval by the City. The City reserves the right to request specific qualifications for personnel substituted under this section.

SECTION 4: CONSULTANTS

Consultant will utilize the services of the following sub-consultants during the course of this project:

RCE Traffic and Transportation Engineering (signal modification, striping/signage plans)
Randall Lamb (electrical plans)

Payment for such services shall be the responsibility of the Consultant. No substitution of proposed sub-consultants shall be made without prior written approval by the City.

SECTION 5: CITY REPRESENTATION

The Director of Public Works/City Engineer for the City of La Mesa, or its designated representative, shall represent the City in all matters pertaining to the services rendered pursuant to this Agreement and shall administer said Agreement on behalf of the City. This person shall hereinafter be referred to as the "City's Representative".

SECTION 6: RESPONSIBILITIES OF THE CITY

The City will provide the Consultant, or cause to be provided with, the following documents, services and site information, at no charge to the Consultant:

- A. Aerial and topographic maps (1"=100') of the area for each project.
- B. City of La Mesa design standards and a sample of contract documents.
- C. Copies of maps, drawings, documents and reports available in the Engineering Division of the City and deemed helpful to the Consultant. (This City does not guarantee the accuracy of the plans provided to the Consultant.)

SECTION 7: PERFORMANCE SCHEDULE

Both Consultant and the City recognize that time is of the essence in the completion of this work and the following schedule is dependent upon timely actions by the Consultant and the City. Accordingly, the Consultant shall complete all of the work described in Exhibit "A" and this Agreement in accordance with the scope and schedule shown in Exhibit "A".

The Consultant shall not be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or failure of City to furnish timely information or to approve or disapprove Consultant's work promptly, or delay or faulty performance by City, or governmental agencies.

SECTION 8: COMPENSATION TO CONSULTANT

Final payment of fees shall be upon delivery of approved final documents. Progress payments shall be made based upon evidence that the work is progressing satisfactorily as determined by

the City's Project Manager and substantiated with detailed invoices. The amount to be billed shall be based on the Consultant's schedule of fees for professional services and the actual time required for each activity. The schedule of fees and estimated time for the project are as shown in Exhibit "A" attached hereto and incorporated herein as part of this Agreement.

The total fee for professional services shall be billed on a time-and-material basis, with a total amount not to exceed **Two Hundred Fifteen Thousand Dollars (\$215,000.00)** as described on page 4 of Exhibit "A".

SECTION 9: RECORDS

Consultant shall maintain adequate records to permit inspection audit of Consultant's time-and-material charges under this Agreement. Consultant shall make such records available to the City and to other public agencies responsible for approval, funding or auditing the project, during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records and they will be available only to the City or to public agencies involved with approval, funding or audit functions. Such records shall be maintained by the Consultant for three (3) years following completion of the work under this Agreement.

SECTION 10: METHOD OF COMPENSATION

The City shall compensate Consultant for the services performed hereunder on a monthly basis within thirty (30) calendar days of receipt of Consultant's invoice for the services performed. The Consultant shall provide documentation regarding time-and-material charges sufficient to meet normal auditing practice. Copies of the invoices for materials in excess of \$500 and sub-consultant charges shall be submitted with the request for periodic payment.

The City shall promptly review invoicing and notify Consultant of any objection thereto in writing within fifteen (15) days of receipt of the invoice; absent such objection the invoice shall be deemed proper and acceptable.

In the event that any undisputed invoice is not paid within thirty (30) calendar days after receipt of the invoice by the City, it shall commence bearing interest on the date that the invoice was rendered at the rate of 1% per month and the City agrees to pay all accrued interest, together with the charges for services rendered.

SECTION 11: ITEMS TO BE DELIVERED TO CITY

Deliverable items shall be provided by the Consultant to the City of La Mesa on the target date(s) as set forth in Exhibit "A".

All electronic and digital files created and/or used by the Consultant for the purpose of this project shall be delivered to the City in electronic format via DVD or USB thumb drive upon request or project completion.

SECTION 12: DESIGN CHANGES OR REVISIONS

No design changes or revisions will be required and no payment therefore will be made except pursuant to the provisions of this Agreement. No extra compensation shall be paid the Consultant for revisions required by reason of omissions or errors by the Consultant in the preparation of the original plans, working drawings and specifications. Changes to the scope of this Agreement shall be negotiated prior to commencement of extra work.

SECTION 13: ADDITIONAL SERVICES OUTSIDE SCOPE

Only after written authorization from the City, additional services that Consultant could provide, or cause to be provided, include the following:

- A. Additional design work related to the Project but not included in the Scope of Work.
- B. Additional design work caused by design changes unrelated to the Scope of Work described herein.

Consultant will be compensated for Consultant time and direct personnel expenses as approved by the City. Payment for such additional services shall include Consultant's time at the rates shown in Exhibit "A".

SECTION 14: HOLD HARMLESS

To the furthest extent allowed by law, Consultant shall indemnify, hold harmless and defend the City and each of its elected officials, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each sub-consultant to indemnify, hold harmless and defend City and each of its elected officials, officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph. This section shall survive termination or expiration of this Agreement.

SECTION 15: INSURANCE

Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by the City

Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$1,000,000 aggregate for products and completed operations
\$2,000,000 general aggregate

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

(v) PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) insurance appropriate to Consultant's profession, with limits of liability of not less than \$1,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

In the event Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Consultant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its elected officials, officers, officials, employees, agents and volunteers: or (ii)

Consultant shall provide a financial guarantee, satisfactory to City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its elected officials, officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Consultant's insurance shall be primary and no contribution shall be required of City, its elected officials, officers, officials, employees, agents and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected officials, officers, officials, employees, agents or volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its elected officials, officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

Consultant shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received by City and approved by City Manager or his/her designee prior to City's execution of the Agreement and before work commences.** Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

If at any time during the life of this Agreement or any extension, Consultant or any of its sub-consultants fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Consultant of its responsibilities under this Agreement.

The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its elected officials, officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, employees, agents, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, or anyone employed directly or indirectly by any of them.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each sub-consultant to provide insurance protection in favor of City, its elected officials, officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the sub-consultants' certificates and endorsements shall be on file with Consultant and City prior to the commencement of any work by the sub-consultant.

SECTION 16: OWNERSHIP OF WORK

All finished or unfinished documents, studies, reports, computer files and materials prepared by Consultant and sub-consultants under this Agreement shall be considered the property of the City and will be turned over to the City upon demand, but in any event, upon completion of the Project. The Consultant shall be allowed to retain copies of documents for his permanent records, if desired.

SECTION 17: ASSIGNABILITY

Consultant shall not assign, delegate, or transfer this Agreement or any work hereunder, nor assign any monies due or to become due hereunder, except as expressly stated herein. In no event shall any contractual relation be created between any third party and the City without prior written consent of the City. Consent to one assignment shall not be deemed to be consent to any subsequent assignment.

SECTION 18: AMENDMENTS

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements, expressed or implied, oral or written, except as set forth herein. This Agreement may be amended upon written mutual consent of both parties hereto. Amendment requiring changes in compensation shall be subject to the City's change order procedures.

SECTION 19: NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address as follows:

City:

Director of Public Works/City Engineer
City of La Mesa
8130 Allison Avenue
La Mesa, CA 91942-5502
TEL: 619.667.1166
FAX: 619.667.1380

Consultant:

William A. Snipes, Principal
Snipes-Dye Associates
8348 Center Drive, Suite G
La Mesa, CA 91942
TEL: 619.697.9234
FAX: 619.460.2033

The date of notification shall be receipt by the City as evidenced by date stamp affixed to the notice.

SECTION 20: DISPUTE RESOLUTION

The City and Consultant shall submit unresolved claims, counterclaims, disputes, controversies and other matters between them arising out of or relating to this Agreement or the breach thereof ("disputes"), first to mediation and then if not resolved, to non-binding arbitration prior to initiating suit or judicial proceeding.

The City shall require that all Consultants agree to submit any unresolved claims, counterclaims, disputes, controversies and other matters between them and the City or the Consultant and/or any sub-consultants of any tier arising out of or relating to their agreement with the City or the breach thereof ("disputes") first to mediation and then if not resolved, to non-binding arbitration prior to initiating suit or judicial proceeding.

SECTION 21: TERMINATION OF AGREEMENT FOR CAUSE OR CONVENIENCE

If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement immediately by giving written notice to the Consultant of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

In addition to termination for cause, the City may terminate this Agreement for City's convenience upon not less than fifteen (15) days' written notice to Consultant. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement unless said notice provides otherwise. If this Agreement is terminated as provided in this paragraph for City's convenience, the Consultant shall be required to provide to City all finished or unfinished documents, data, studies, services, etc., prepared by the Consultant as may be requested by City and such work shall become City's property upon payment to Consultant for the value of the work performed, less payments of compensation previously made.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

SECTION 22: BUSINESS LICENSE

The Consultant, including all sub-consultants, shall obtain a business license for work within the City of La Mesa pursuant to La Mesa Municipal Code Sections 6.08.010 through 6.08.240.

No payments shall be made to any Consultant until such business license has been obtained, and all fees paid therefore, by the Consultant and all sub-consultants. Business license applications and information may be obtained from the Finance Department, City Administration Building, 8130 Allison Avenue, La Mesa, CA 91942, 619.667.1118.

SECTION 23: INTEREST OF MEMBERS OF THE CITY

No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

SECTION 24: INTEREST OF CONSULTANT AND EMPLOYEES; STATEMENT OF ECONOMIC INTERESTS

The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants, that in the performance of this Agreement, no person having any such interest shall be employed. City may require Consultant to complete and submit a Form 700, Statement of Economic Interests, in accordance with applicable law, to City Clerk.

SECTION 25: FACILITIES AND EQUIPMENT

Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

SECTION 26: INDEPENDENT CONSULTANT

At all times during the term of this Agreement, Consultant shall be an independent consultant and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

SECTION 27: TIME

Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.

SECTION 28: CONSULTANT NOT AGENT

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 29: NON-DISCLOSURE

The designs, plans, reports, investigations, materials and documents prepared or acquired by the Consultant pursuant to this Agreement (including any duplicate copies kept by the Consultant) shall not be shown to any other public or private person or entity, except as authorized by the City. The Consultant shall not disclose to any other public or private person or entity any information regarding the activities of the City except as authorized by the City.

SECTION 30: SUBCONTRACTING

None of the services covered by the Agreement shall be subcontracted without the prior consent of the City. The Consultant shall be as fully responsible to the City for the acts and omissions of his sub-consultants, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Agreement.

SECTION 31: CHANGES

The City may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant shall be incorporated to this Contract.

SECTION 32: JOB SITE SAFETY

The general or prime Consultant who is responsible for means, methods and procedures of the project shall be responsible for job site safety.

The prime consultant and all sub-consultants of all tiers shall:

- A. Be responsible for the safety of their respective employees as required by law.
- B. Come under the jurisdiction and supervision of the general or prime consultant's job site safety program.
- C. Exercise reasonable care to avoid risk of injury to others as required by the professional standard of care.

SECTION 33: PREVAILING WAGES FOR PUBLIC WORKS PROJECTS– IF APPLICABLE

- A. No professional consultant or sub-consultant subject to the requirements of State of California's prevailing wages may be awarded a contract, or contracted with, for a public works project (submitted on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- B. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

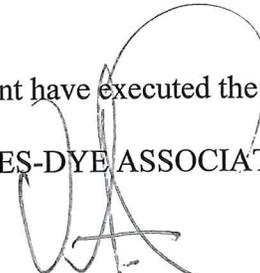
SECTION 34: DATE OF AGREEMENT

The date of this Agreement shall be the date it shall have been signed by a duly authorized representative of City.

IN WITNESS WHEREOF, City and Consultant have executed the Agreement.

SNIPES-DYE ASSOCIATES

Date: 10/4/16

By: 
William A. Snipes, Principal

CITY OF LA MESA,
A Municipal Corporation

Date: _____

By: _____
Mark Arapostathis, Mayor

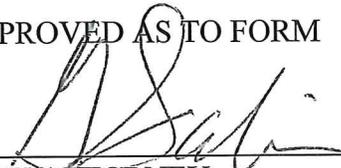
Date: _____

Attest: _____
City Clerk

Date: 10/5/16

By: 
Gregory P. Humora,
Director of Public Works/City Engineer

APPROVED AS TO FORM



CITY ATTORNEY

10/5/16
Date

Attachments: Exhibit A - Scope of Services, Schedule and Fee Structure

EXHIBIT A

Scope of Services,

Schedule

and

Fee Structure

Snipes-Dye associates

William A. Snipes, P.E.
Principal

October 3, 2016

File: LM3191

Louis Acuña, P.E.
Principal

Matthew P. Kurtz, P.E.
Principal

Hamed Hashemian
CITY OF LA MESA
8130 Allison Avenue
La Mesa, CA 91942

Charles Scott, L.S.
Survey Manager

Son P. Nguyen, CPESC
Project Manager

Re: WEST LA MESA STREET IMPROVEMENTS - Agreement for certain civil engineering services.

Robert L. Bruckart, P.E.
Principal Emeritus

G. Howard Dye, L.S.
Retired

Dear Hamed:

As you have requested, we are presenting this agreement for certain civil engineering services in relation to the City's property located in the City of La Mesa.

The project consists of preparing street improvement plans for Jr. High Drive from Orient Avenue to Parks Avenue and the following 4 intersections:

- University Avenue and Lowell Street
- University Avenue and Olive Avenue (East of Intersection Mid-Block Crossing).
- University Avenue and Culbertson Avenue (North Side).
- University Avenue and Parks Avenue.

Class II Bike Lane Striping along the following:

- University Avenue between Allison Avenue and Massachusetts Avenue.

Class III Bike Lane Striping along the following:

- Lowell Street between University Avenue and Jr. High Drive.
- Olive Avenue between University Avenue and Jr. High Drive.
- Park Avenue between University Avenue and Jr. High Drive
- Normal Avenue between La Mesa Blvd. and Lowell Street
- Cinnabar Drive between Normal Avenue and Jr. High Drive
- Jr. High Drive between Cinnabar Drive and Parks Avenue
- Orient Avenue between Yale Avenue and Lowell Street
- Yale Avenue between University Avenue and Eastridge Drive

Pavement resurfacing and striping along the following:

- University Avenue between Allison Avenue and 70th Street.

This agreement is between CITY OF LA MESA, hereinafter called "Client", and SNIPES ENGINEERING, INC., a California Corporation, doing business as, SNIPES-DYE ASSOCIATES hereinafter called "Consultant".

The specific scope of services to be provided by Consultant for the benefit of Client under the terms of this Agreement shall be as follows:

- 1) TOPOGRAPHIC SURVEYS – Consultant shall establish control and bring in a benchmark for the surveys utilizing the City of La Mesa vertical and horizontal control. Consultant shall prepare topographic surveys at the following locations:
 - Orien Avenue & Jr. High Drive
 - Olive Avenue & Jr. High Drive
 - West side of Olive Avenue between Normal Avenue and Jr. High Drive
 - West side of Olive Avenue, South of University Avenue
 - Additional information along the proposed Jr. High Drive alignment.

Consultant shall research plans of record utilizing the City's on-line system and shall obtain plans from Helix Water District, SDG&E and others. Consultant shall prepare topographic survey base maps for the areas surveyed above and the record plan information shall be added to the base maps. Consultant shall utilize previously prepared Aguirre and Associates topographic surveys along University Avenue for this portion of the project. Consultant shall coordinate with Aguirre to extend the topographic surveys to include additional areas needed as part of the sidewalk improvements. Consultant shall add utilities to the topographic survey base mapping for the University Avenue portion. Consultant shall coordinate with Client on the base mapping to be utilized for the striping and pavement resurfacing portion of the project.

- 2) 30% DESIGN SUBMITTAL – Consultant shall make a site visit to view existing field conditions. Consultant shall prepare intersection improvement plans for improving the pedestrian aspects at the intersections of University Avenue & Lowell Street, University Avenue East of Olive Avenue mid-block crossing, North side of University Avenue & Culbertson Avenue, University Avenue & Parks Avenue and Jr. High Drive. The improvement plans shall show the proposed bulb-outs as shown on the Kimley Horn Study dated June 2015 for the above intersections only. Consultant shall show sidewalk improvements along the west side of Olive Avenue as shown on the Kimley Horn Study. Consultant shall show the Jr. High Drive Improvements as shown on plans prepared by Snipes-Dye Associates dated September 2014, but shall also include sidewalk on the North side of Jr. High Drive between Olive Avenue and Parks Avenue. Consultant shall determine potential storm water treatment and retention methods for the Jr. High Drive Improvements only. The other sites will not be included within the storm water quality management plan. Consultant shall prepare pavement resurfacing and striping sheets for University Avenue between Allison Avenue and 70th Street. Consultant shall walk both sides of University Avenue within the above limits to confirm accuracy of base mapping to be utilized and to make a rough order of magnitude estimate of removal and replacement pavement areas that should be included in the project bid allowance. Consultant shall retain RCE Traffic and

Transportation Engineering to prepare signal modification plans and striping/signage plans in association with the proposed improvements, including Class II and III bike lanes as noted above and Randall Lamb to prepare the electrical plans showing the points of connection and street lights. Consultant and design team members shall attend meetings with City staff to discuss design issues and configurations on an as-needed basis. Consultant shall attend coordination meetings with the Boys and Girls Club design team. Consultant shall prepare a schematic engineer's estimate of the proposed improvements to be submitted as part of the design package. The submittal shall consist of "X" number of 30% level improvement plan bond copies and schematic engineer's estimate.

- 3) 90% DESIGN SUBMITTAL – Consultant shall refine design elements of the intersections to be modified, Jr. High Drive and resurfacing and striping portion of project based on review comments from the City from the 30% submittal. Consultant shall prepare a street improvement plan set consisting of a title/notes sheet(s), detail sheets(s), plan and profile sheets, DMA sheets (where appropriate), signal modification or signal addition sheets, pedestrian striping and signage sheets and street lighting sheets showing the pole and bollard locations along with the electrical service for each, pavement resurfacing sheets and Class II and III bicycle route striping sheets. Consultant shall prepare a storm water quality management plan and drainage study for the Jr. High Drive improvements only as all other improvements are not included. Consultant shall prepare specifications in support of the project plans utilizing the City's standard specifications. Consultant shall update the schematic engineer's estimate to reflect the refined design package. Consultant and design team members shall attend meetings with City staff to discuss design issues and configurations on an as-needed basis. Consultant shall attend coordination meetings with the Boys and Girls Club design team. Consultant shall prepare and assemble a submittal package for the City. The submittal package shall consist of "X" number of street improvement plan sets (as described above), drainage study, storm water quality management plan, specifications and updated schematic engineer's estimate.
- 4) FINAL SUBMITTAL – Consultant shall prepare final design revisions to plans and reports based on the 90% review comments. Consultant and design team members shall attend meetings with City staff to discuss design issues and configurations on an as-needed basis. Consultant shall attend coordination meetings with the Boys and Girls Club design team. Consultant shall prepare and assemble final submittal package for the City. The submittal package shall consist of "X" number of final street improvement plan bonds, a pdf electronic copy of the final street improvement plans, final drainage study, final storm water quality management plan, final specifications and final schematic engineer's estimate.
- 5) OTHER - Consultant shall perform such other services not specifically defined above, as requested by Client.

In consideration of the above services, Client agrees to pay Consultant hourly charges as follows:

- | | |
|---|--------|
| 1) TOPOGRAPHIC SURVEYS (\$20,000 ESTIMATE) | HOURLY |
| 2) 30% DESIGN SUBMITTAL (\$58,000 ESTIMATE) | HOURLY |
| 3) 90% DESIGN SUBMITTAL (\$92,600 ESTIMATE) | HOURLY |
| 4) FINAL SUBMITTAL (\$44,400 ESTIMATE) | HOURLY |
| 5) OTHER | HOURLY |

=====

Total Hourly Not-to-Exceed Services \$215,000

Hourly charges as listed above shall be charged at the rates shown on the current "Schedule of Hourly Billing Rates" attached hereto as Exhibit "A".

The agreed upon hourly rates shall be in force and effect until June 30, 2017 at which time the unbilled fees may be adjusted upward annually to reflect wage increases for office and field personnel.

Services will be billed monthly and will be considered past due after 30 days from the billing date. Late charges at the rate of 1-1/2 percent per month (18 percent per annum) will be charged on all past due accounts.

Limitations to the above scope of work are as follows:

- 1) The only work included within this Agreement is the work specifically described in the above scope of services or additive extra work as authorized by Client to be charged at hourly rates.
- 2) Consultant will not provide structural engineering design services for any retaining walls shown on his plans. Where possible, Consultant will specify retaining walls that have been pre-approved by the regulating agency or walls for which standard plans exist.
- 3) Landscape erosion control plans shall not be part of Consultant's work.
- 4) Negotiation with neighboring property owners for easements, letters of permission to grade or other such items is not part of these services unless authorized as an extra work item to be charged at hourly rates.
- 5) The plan processing services included within the above scope of services are intended to cover normal processing with the agencies.
- 6) Coordination with AT&T and the cable television company shall be provided by others.
- 7) This Agreement is based upon the project plans and project construction being prepared as one development phase.

Out of pocket expenses incurred by Consultant shall be reimbursed by Client at actual cost plus 10% for handling.

The Consultant in no way warrants the approval of the Project by any public agency. The Client agrees that Consultant is due his fee for work completed regardless of whether the Project is approved by any public agency.

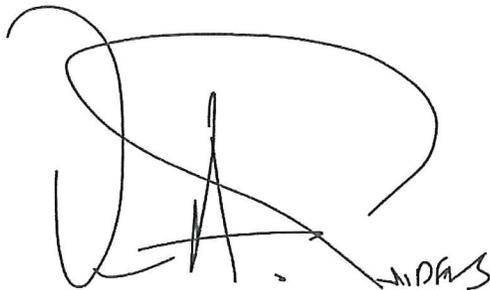
Should there be a lapse in the provision of services (as defined in the above scope of services) for a period of six months or greater, and said lapse is due to the project becoming dormant because of the direction of Client, then this Agreement may be considered terminated at the sole option of Consultant.

The Client agrees to provide the Consultant with a current preliminary soils report and geological investigation prepared by others, if necessary.

If notice to proceed is delayed for any reason beyond 60 days from the date of the Agreement, the above stated fees are subject to revisions at the option of the Consultant.

Thank you for this opportunity to be of service. If this Agreement meets with your approval, we can schedule work as soon as we receive a copy of the signed Agreement. We would, of course, have to approve any requested changes before proceeding.

Sincerely yours,
SNIPES-DYE ASSOCIATES

A handwritten signature in black ink, appearing to read 'W. A. Snipes', with a large, stylized flourish above the name.

William A. Snipes, R.C.E. 50477
Principal

Attachments

- SDA Hourly Rates
- Draft Project Schedule
- SDA Cost Matrix
- RCE Traffic and Engineering Proposal
- Randall Lamb Proposal

EXHIBIT "A"

SCHEDULE OF HOURLY BILLING RATES

For the period of June 15, 2016 through June 30, 2017

CIVIL ENGINEERING SERVICES

Principal Engineer	\$198
Project Manager	\$182
Project Engineer	\$162
Design Engineer	\$136
CAD Technician	\$118
Assistant Design Engineer	\$112
Assistant CAD Technician	\$92
Junior Design Engineer	\$84
Technical Assistant	\$80

SURVEYING SERVICES

Principal Surveyor	\$198
Project Manager	\$182
GPS Survey Crew	\$200
One Person Survey Crew	\$172
One Person Survey Crew Prevailing Wage	\$215
Two Person Survey Crew	\$200
Two Person Survey Crew Prevailing Wage	\$260
Survey Manager	\$162
Survey Analyst	\$136
Survey Calculations	\$118

Note: Surveying rates shown include all equipment.

OTHER SERVICES

Forensic Engineering	\$275
Depositions and Court Testimony (travel time @ \$275 rate, no minimum)	\$375
<i>Outside Expenses (subconsultants, printing charges, subsistence) Cost + 10%</i>	

EXHIBIT "B"

DRAFT PROJECT SCHEDULE

October 12, 2016 – NTP, Start and Coordinate Topographic Survey Work.

November 9, 2016 – Topographic Survey and base maps complete. Begin design.

December 15, 2016 – SDA submits 30% package to City.

December 27, 2016 – SDA receives review comments back from City and others.

February 14, 2017 – SDA submits 90% package to City.

February 21, 2017 – SDA receives review comment back from City and others.

March 6, 2017 – SDA plots final package and submits to the City for final approval.

March 10, 2017 – Project is complete for the design cycle.

The above schedule shall include reasonable allowances for review and approval times required by the Client, performance of services by the Client's consultants, and review and approval times required by public authorities having jurisdiction over the Project. The above schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

WEST LA MESA STREET IMPROVEMENTS													FILE:	LM3191
CLIENT CONTACT: HAMED HASHEMIAN											DATE:	10/03/16		
COMPANY NAME: CITY OF LA MESA											BY:	WAS		
STREET ADDRESS, SUITE: 8130 ALLISON AVENUE														
CITY, STATE, ZIP: LA MESA, CA 91942														
PHONE NO.: 619/667-1153; HHASHEMIAN@CLLA-MESA.CA.US													\$215,000 NTE	
ESTIMATED TIME TO COMPLETE (IN HOURS)														
CONTRACT ITEM	PROJ	PROJ	DESIGN	CAD	ASST DES	JR DES	TECH	SURVEY	2-MAN	2-MAN	SURVEY	SURVEY	OUTSIDE	
RATE:	MNGR	ENGR	ENGR	TECH	ENGR	ENGR	ASST	CALCS	CREW	PREV	MNGR	ANALYST	EXPENSE	
1) TOPOGRAPHIC SURVEYS														
a) establish control								4.0		8.0		1.0		
b) orien & jr. high drive								0.5		3.0				
c) olive & jr. high drive								0.5		2.0				
d) olive between normal & jr. high								0.5		4.0				
e) olive south or university								0.5		4.0				
f) jr. high drive								1.0		8.0				
g) research plans of record		1.0				8.0								
h) prepare base mapping				20.0			20.0				2.0	2.0		
i) site walk & photos			3.0				3.0	3.0						
j) coordinate with aguirre	2.0			2.0										
k) coordinate base mapping for striping			6.0		8.0									
l) coordinate base mapping for pavement	2.0	6.0		8.0										
m) supervision & review	1.9													
n)														
TOTAL HOURS	5.9	16.0	0.0	38.0	0.0	11.0	23.0	7.0	0.0	29.0	2.0	3.0	#####	
SUBTOTAL OF COSTS	\$1,065	\$2,592	\$0	\$4,484	\$0	\$924	\$1,840	\$826	\$0	\$7,540	\$324	\$408	\$0	\$20,000 HLY
2) 30% DESIGN SUBMITTAL														
a) site visit		2.0												
b) lowell & university		8.0		6.0										
c) olive & university		4.0		4.0										
d) culbertson & university		4.0		4.0										
e) parks & university		8.0		4.0										
f) orien & jr. high drive		4.0		4.0										
g) olive & jr. high drive		4.0		4.0										
h) jr. high drive		16.0		16.0										
i) olive drive		4.0		4.0										
j) determine treatment methods		2.0			4.0									
k) pavement resurfacing site walk		8.0		8.0										
l) pavement resurfacing sheets (9)			10.0	20.0										
m) meetings with city	4.0													
n) coord with design team	6.0			2.0										
o) coord with b&g's team	2.0			1.0										
p) schematic engineers estimate			8.0			12.0								
q) randall lamb-electrical													\$6,000	
r) rick crafts traffic													\$22,350	
s) supervision/review/deliverables	2.2			2.0		2.0								
TOTAL HOURS	14.2	82.0	0.0	79.0	4.0	14.0	0.0	0.0	0.0	0.0	0.0	0.0	#####	
SUBTOTAL OF COSTS	\$2,584	\$13,284	\$0	\$9,322	\$448	\$1,176	\$0	\$0	\$0	\$0	\$0	\$0	\$31,185	\$58,000 HLY
3) 90% SUBMITTAL														
a) site visit		2.0												
b) title/note sheet		6.0		8.0										
c) detail sheet (2)		16.0		16.0										
d) lowell & university		6.0		6.0										
e) olive & university		3.0		3.0										
f) culbertson & university		3.0		3.0										
g) parks & university		6.0		8.0										
h) orien & jr. high drive		2.0		2.0										
i) olive & jr. high drive		2.0		2.0										
j) jr. high drive		12.0		12.0										
k) olive drive		8.0		8.0										
l) dma sheets-jr high drive only		1.0		8.0	6.0									
m) swqmp w/ treatment & hydromod		8.0		8.0	16.0		8.0							
n) pavement resurfacing sheets (9)			36.0	40.0										
o) drainage study			2.0	4.0	8.0		4.0							
p) meetings with city	4.0													
q) coord with design team	4.0			2.0										
r) coord with b&g's team	2.0													
s) schematic cost estimate & specs			8.0			12.0								
t) randall lamb-electrical													\$18,000	
u) rick crafts traffic													\$26,550	
v) supervision/review/deliverables	3.9			4.0		4.0								
TOTAL HOURS	13.9	121.0	0.0	134.0	30.0	16.0	12.0	0.0	0.0	0.0	0.0	0.0	#####	
SUBTOTAL OF COSTS	\$2,521	\$19,602	\$0	\$15,812	\$3,360	\$1,344	\$960	\$0	\$0	\$0	\$0	\$0	\$49,005	\$92,600 HLY
4) FINAL SUBMITTAL														

October 3, 2016

William A. Snipes, P.E., L.S.
Snipes-Dye Associates
8348 Center Drive, Suite G
La Mesa, Ca., 91942-2910

Subject: West La Mesa Street Improvements – Traffic Engineering

Dear Mr. Snipes,

Thank you for the opportunity of working on this project.

As requested, I have prepared this proposal to provide the following traffic engineering services:

SCOPE OF WORK

TASK A – Meetings and Coordination:

This task includes all meetings and coordination with City staff and their consultants.

TASK B – Traffic Signal Plans:

1. University Avenue & Lowell Street:
 - a. Traffic Signal Modification Plans
Prepare plans to revise existing Traffic Signal to accommodate proposed intersection improvements.
2. University Avenue & Olive Avenue:
 - a. In-Roadway Warning Lights Plans
Prepare plans to add in-roadway warning lights ~~(if determined appropriate)~~ and equipment to the proposed pedestrian crossing of University Avenue.
3. University Avenue & Parks Avenue:
 - a. Traffic Signal Modification Plans
Prepare plans to revise existing Traffic Signal to accommodate proposed intersection improvements.
4. Orient Avenue and Junior High Drive:
 - a. In-Roadway Warning Lights Plans
Prepare plans to add in-roadway warning lights and equipment to the proposed pedestrian crossing of Lowell Street and Orient Avenue.

TASK C – Signing and Striping Plans

70th Street

1. University Avenue – between Allison Avenue and ~~Massachusetts Avenue~~

Prepare plans to modify the existing signing and striping to add Class II bike lanes and modify intersections described above to accommodate proposed improvements.

2. Yale Avenue – between University Avenue and Eastridge Drive;
 Lowell Street – between University Avenue and Orien Avenue;
 Orien Avenue – between Yale Avenue and Junior High Drive;
 Olive Avenue – between University Avenue and Junior High Drive;
 Parks Avenue – between University Avenue and Junior High Drive;
 Normal Avenue – between La Mesa Boulevard and Lowell Street:

Prepare plans to modify the existing signing and striping to add Class III bike route signing and markings. It is assumed that this plan shall be prepared on one sheet on base mapping (in AutoCAD format) provided by others. Plan will show proposed locations and spacing of Class III bike route signing and striping.

3. Junior High Drive – Orien Avenue to Cinnebar Drive:

Prepare plans for new signing and striping between Orien Avenue and Olive Avenue and Class III bike route signing and markings between Orien Avenue and Cinnabar Drive. This includes the signing and striping at the intersections with Orien Avenue and with Olive Avenue.

NOTES

1. It is understood that this project will involve 30%, 90% and final submittals. This proposal includes prompt responses to plan check comments by City staff.
2. Plans shall be prepared per the California version of the Manual on Uniform Traffic Control Devices (MUTCD) and to the satisfaction of the City of La Mesa.
3. All modifications to existing Traffic Signals and new In-Roadway Warning Lights shall be designed to be ADA compliant.
4. Copies, blueprints and deliveries will be billed as reimbursable expenses.
5. It is assumed that base mapping will be provided in AutoCAD format by others. We will supplement the base mapping where necessary to prepare these plans.
6. This proposal does not include plan check or permit fees.

FEE

We will perform the services outlined above on a time and materials basis for labor fees not to exceed \$ 63,000 without additional authorization. Labor fees shall be billed at \$150/hour. The following is a breakdown of this fee by task:

30% SUBMITTAL

TASK A – Meetings and Coordination: (10 hours) = \$ 1,500

TASK B – Traffic Signal Plans:

1. University Avenue & Lowell Street:
 - a. Traffic Signal Modification Plans (15 hours) = \$ 2,250
2. University Avenue & Olive Avenue:
 - a. In-Roadway Warning Lights Plans (12 hours) = \$ 1,800
3. University Avenue & Parks Avenue:

- a. Traffic Signal Modification Plans (15 hours) = \$ 2,250
- 4. Orien Avenue and Junior High Drive:
 - a. In-Roadway Warning Lights Plans (12 hours) = \$ 1,800

TASK C – Signing and Striping Plans

- 1. University Avenue (30 hours) = \$ 4,500
- 2. Yale Avenue, Lowell Street, Orien Avenue, Olive Avenue, Parks Avenue, Normal Avenue:
 - (30 hours) = \$ 4,500
- 3. Junior High Drive (25 hours) = \$ 3,750

Total Authorized – 30% submittal = \$ 22,350

90% SUBMITTAL

TASK A – Meetings and Coordination: (20 hours) = \$ 3,000

TASK B – Traffic Signal Plans:

- 1. University Avenue & Lowell Street:
 - a. Traffic Signal Modification Plans (20 hours) = \$ 3,000
- 2. University Avenue & Olive Avenue:
 - a. In-Roadway Warning Lights Plans (16 hours) = \$ 2,400
- 3. University Avenue & Parks Avenue:
 - a. Traffic Signal Modification Plans (20 hours) = \$ 3,000
- 4. Orien Avenue and Junior High Drive:
 - a. In-Roadway Warning Lights Plans (16 hours) = \$ 2,400

TASK C – Signing and Striping Plans

- 1. University Avenue (60 hours) = \$ 9,000
- 2. Yale Avenue, Lowell Street, Orien Avenue, Olive Avenue, Parks Avenue, Normal Avenue:
 - (10 hours) = \$ 1,500
- 3. Junior High Drive (15 hours) = \$ 2,250

Total Authorized – 90% submittal = \$ 26,550

FINAL SUBMITTAL

TASK A – Meetings and Coordination: (10 hours) = \$ 1,500

TASK B – Traffic Signal Plans:

- 1. University Avenue & Lowell Street:
 - a. Traffic Signal Modification Plans (15 hours) = \$ 2,250

- 2. University Avenue & Olive Avenue:
 - a. In-Roadway Warning Lights Plans (12 hours) = \$ 1,800
- 3. University Avenue & Parks Avenue:
 - a. Traffic Signal Modification Plans (15 hours) = \$ 2,250
- 4. Orien Avenue and Junior High Drive:
 - a. In-Roadway Warning Lights Plans (12 hours) = \$ 1,800

TASK C – Signing and Striping Plans

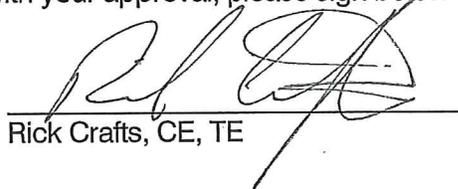
- 1. University Avenue (10 hours) = \$ 1,500
- 2. Yale Avenue, Lowell Street, Orien Avenue, Olive Avenue, Parks Avenue, Normal Avenue: (10 hours) = \$ 1,500
- 3. Junior High Drive (10 hours) = \$ 1,500

Total Authorized – Final submittal = **\$ 14,100**

TOTAL CONTRACT AMOUNT = **\$ 63,000**

Please feel free to call me if you have questions or require additional information. If the above meets with your approval, please sign below and return one copy for my files.

Sincerely,



Rick Crafts, CE, TE

Approved by, _____ Date, _____

Printed Name, _____ Title, _____



PROPOSAL FOR ENGINEERING SERVICES

William A. Snipes
Snipes-Dye associates (SDA)
8348 Center Drive, Suite G
La Mesa, CA 91942

September 29, 2016
Proposal #PD16231.00

Dear Bill,

We are pleased to submit this proposal for electrical engineering services to be performed for the *City of La Mesa - West La Mesa Street Improvements* project.

I. PROJECT DESCRIPTION

Our understanding of the project is summarized below.

- A. New ~~street~~ **pedestrian** lighting along Junior High Drive, from Orient Avenue to Parks Avenue. The new light fixtures will be based on City of La Mesa standards and may be a combination of light poles and bollards.
- B. Pedestrian crosswalk warning system at two intersections (Junior High Drive & Orient Avenue, University Avenue & Olive Avenue). The City Traffic Engineer will design and specify all components of this system including the pedestrian sensors, in-ground flashers, pole mounted flashing signage beacons, interconnecting wiring diagrams and installation details (where appropriate). The Consultant will design power supply wiring for the system and will also include the City Traffic Engineer's details and wiring information on the final design drawings.
- C. Coordination for new electric services with SDG&E.

II. SCOPE OF SERVICES

The following paragraphs define our proposed Engineering Services for the project.

- A. Design Phase:
 - 1. Examine site to ascertain existing conditions. **pedestrian**
 - 2. Develop design concepts with SDA and City staff for ~~street~~ lighting requirements and crosswalk warning systems.
 - 3. Attend two (2) design team coordination meetings with SDA and other design team members.
 - 4. Attend five (5) design review and/or coordination meetings with SDA and City of La Mesa staff.
 - 5. Prepare electrical drawings using base CAD files provided by SDA.



RANDALL LAMB

City of La Mesa – West La Mesa Street Improvements
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6. Prepare technical specification supplements where the City Standard Specifications do not provide adequate material and installation requirements.
 7. Submit progress drawings at 30%, 90% and Final stages for review by SDA and City staff. Respond to City review comments at each review stage.
 8. Prepare Engineer's estimate at completion of Final Design documents.
- B. Bid Phase Services: (Not included at this time)
- C. Construction Phase Services: (Not included at this time)

III. ASSUMPTIONS

- A. Project bid phase and construction phase services are not included with this proposal.
- B. Site mapping of existing underground utilities will be completed by SDA.
- C. Electrical Drawings will be produced using the most current version of AutoCAD software. Site background drawings will be provided by SDA in AutoCAD format.
- D. Electrical drawings will be submitted as electronic files in pdf or dwg format. SDA will be responsible for all reproduction expenses.
- E. Our engineering fees do not include displacing and/or relocating on-site below grade utilities which have not been specifically identified prior to the date of this proposal.
- F. Our engineering fees are based on the assumption that SDA will determine the horizontal and vertical positions of all existing utility lines in the vicinity of the new electrical work. Lack of this information may result in additional design services and construction costs to address conflicts later in the project.

IV. REIMBURSABLE EXPENSES

We do not anticipate any reimbursable expenses for this project as long as our drawing submissions will be accepted in electronic format. If SDA requests hard copies of our documents then we will have these documents reproduced by a local vendor and billed to SDA.



RANDALL LAMB

City of La Mesa – West La Mesa Street Improvements
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V. F E E S

Compensation will be Hourly Not to Exceed \$29,400 (Twenty Nine Thousand Four Hundred Dollars). Below is our estimate of costs per phase based on our average composite billing rate. Hourly billing rates by staff type are also listed below.

City of La Mesa - West La Mesa Street Improvements			
Engineering Services	Task Hours	Avg. Rate	Lump Sum Fee
30% Design	40	\$150.00	6,000
90% Design	120	\$150.00	18,000
Final Design, Specs, Estimate	36	\$150.00	5,400
SDG&E Coordination			included above
Total Engineering Services:			\$29,400
Hourly Billing Rates by Staff Type			
Principal			\$225.00
Project Manager			\$175.00
Senior Engineer			\$150.00
Project Designer			\$150.00
Engineer			\$125.00
Senior Designer			\$125.00
Designer			\$100.00
CAD Drafter			\$75.00
Administrative			\$65.00

VI. A D D I T I O N A L S E R V I C E S

If authorized in writing by SDA, Consultant may agree to furnish or obtain from others Additional Services of the following types which are not considered normal or customary Services.

- A. Services to make measured drawings of or to investigate existing conditions of facilities, or to verify the accuracy of existing drawings or other information related to underground utilities, system capacities and system loading (Except as agreed to under Scope of Services).
- B. Significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, and revising previously accepted design documents or contract documents when such revisions are due to causes beyond Consultant's control.
- C. Post construction inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.



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City of La Mesa – West La Mesa Street Improvements
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- D. Preparing for the Owner, a set of “Record Drawings” showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the Contractor.

Thank you for considering us for this work. We look forward to working with you again.
Respectfully submitted,

RANDALL LAMB
Consulting Engineers

Kurt R. Kohler, PE, LEED AP, CxA
Principal



REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: October 11, 2016

SUBJECT: Resolution Approving Delegation of Authority for Executing Specified Documents with the State of California Department of Transportation (Caltrans)

ISSUING DEPT.: Public Works

SUMMARY:

Issue:

Should the City of La Mesa authorize the City Manager to execute Master Agreements Administering Agency-State Agreement and Program Supplement Agreements for Federal-Aid Projects with Caltrans?

Recommendation:

Adopt the attached resolution authorizing the City Manager to execute Master Agreements Administering Agency-State Agreement and Program Supplement Agreements for Federal-Aid Projects with Caltrans.

Fiscal Impact:

These agreements allow the City of La Mesa to be awarded federal funds for the Highway Safety Improvement Program, Safe Routes to School Program, and any other federally funded grant programs administered by Caltrans.

City's Strategic Goals:

- Effective and efficient traffic circulation and transportation

Environmental Review:

Not applicable.

BACKGROUND:

In 1999, the City entered into a Master Agreement Administering Agency-State Agreement for Federal-Aid Projects. Caltrans has updated the Master Agreement. Caltrans is requiring the cities to enter into the new agreement with more current language. General conditions and requirements for all federally funded grants that are

administered by Caltrans are outlined in the Master Agreement. Program Supplement Agreements have special covenants specific to a certain project. The Program Supplement tells the grantee how much time they have to liquidate the allocated funds, states the rules for invoicing, and provides other administrative guidelines. Each time the City is awarded federal grant funding, a Program Supplement Agreement to the Master Agreement must be executed. A few of the federally funded programs administered by Caltrans are the Highway Safety Improvement Program (HSIP), the Safe Routes to School (SRTS) Program, and the Highway Bridge Program. The City has been awarded grants in all three programs and the projects are ongoing.

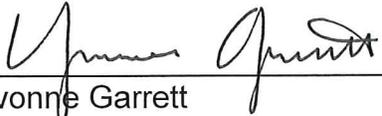
DISCUSSION:

The Program Supplement Agreement to the Master Agreement must be signed by an authorized City representative and the corresponding resolution and agreement sent to Caltrans for execution. Approval of the attached resolution would authorize the City Manager to sign these agreements with Caltrans in the future. Authorizing the City Manager to sign the Master Agreement and Program Supplement Agreements would improve efficiency and expedite the approval process.

CONCLUSION:

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager, or his/her designee, to execute Master Agreements Administering Agency-State Agreement for Federal-Aid Projects and Program Supplement Agreements with Caltrans.

Reviewed by:

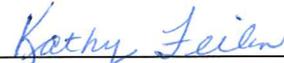


Yvonne Garrett
City Manager

Respectfully Submitted:



Gregory P. Humora
Director of Public Works/City Engineer



Kathy Feilen
Engineering Project Manager

- Attachments: A. Resolution
B. Master Agreement

RESOLUTION NO. 2016-

RESOLUTION APPROVING DELEGATION OF AUTHORITY FOR
EXECUTING SPECIFIED DOCUMENTS WITH THE STATE OF
CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

WHEREAS, the City of La Mesa is eligible to receive Federal and/or State funding for certain transportation projects through the California Department of Transportation (Caltrans);

WHEREAS, Master Agreements and Program Supplement Agreements need to be executed with the California Department of Transportation before such funds can be claimed; and

WHEREAS, the City of La Mesa wishes to delegate authorization to execute these agreements to the City Manager, or his/her designee.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Mesa that the City Manager, or his/her designee, is authorized to execute all Master Agreements and Program Supplemental Agreements with the California Department of Transportation.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of La Mesa, California, held the 11th day of October 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF THE CITY CLERK

I, MARY J. KENNEDY, CMC, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2016-_____, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

11 City of La Mesa

District Administering Agency

Agreement No. 11-5207F15

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between City of La Mesa, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.
3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies; it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION City of La Mesa

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of La Mesa
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. 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. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.



REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: October 11, 2016

SUBJECT: Resolution to Approve Cooperative Purchase for a Replacement Dump Truck to be Used for the Maintenance of City Streets

ISSUING DEPARTMENT: Public Works

SUMMARY:

Issues:

Should the City Council approve the cooperative purchase of a replacement dump truck in the amount of \$176,000?

Recommendation:

That the City Council adopt the resolution to approve the cooperative purchase of a replacement dump truck in the amount of \$176,000.

Fiscal Impact:

Funds are budgeted in the Equipment Replacement Fund, Street Maintenance, in the amount of \$177,230.

Strategic Goals:

- Continue to improve high quality municipal services.

BACKGROUND:

The Street Maintenance section of the Public Works Operations Division uses dump trucks to assist with maintenance which includes exporting and importing asphalt material for the maintenance of streets, importing sand and gravel for flood control and alley grading, and debris and dirt removal from storm events. The current dump truck is over 17 years old and is near the end of its useful life. Parts are becoming obsolete for this dump truck and maintenance and repair costs have grown over the past several years.

DISCUSSION:

In accordance with La Mesa Municipal Code Section 2.40.190 – Cooperative purchasing, the Purchasing Officer shall have the authority to join with other public jurisdictions in cooperative purchasing plans, programs or pricing agreements.

A cooperative purchasing program for the purchase of the replacement dump truck has been identified through the Houston-Galveston Area Council. The city has used this program to purchase other equipment and has secured a quote, including all fees and taxes, with Rush Truck Center of San Diego. The purchase price of the replacement dump truck is \$176,000.

CONCLUSION:

Staff recommends that the City Council adopt the resolution to approve the cooperative purchase of a replacement dump truck for the Public Works Department in the amount of \$176,000.

Reviewed by:



Yvonne Garrett
City Manager

Respectfully submitted by:



Gregory P. Humora
Director of Public Works/City Engineer



Leon P. Firsht
Assistant Director of Public Works



Scott A. Munzenmaier
Purchasing Officer

Attachments: A. Resolution

RESOLUTION NO. 2016-

RESOLUTION TO APPROVE COOPERATIVE PURCHASE FOR A
REPLACEMENT DUMP TRUCK TO BE USED FOR THE
MAINTENANCE OF CITY STREETS

WHEREAS, the Street section of the Public Works Operations Division currently has a dump truck which is at the end of its efficient operational life and is scheduled to be replaced;

WHEREAS, the City of La Mesa Municipal Code section 2.40.190 – Cooperative purchasing, grants the Purchasing Officer the authority to join with other public jurisdictions in cooperative purchasing, programs or pricing agreements; and

WHEREAS, a cooperative purchasing program for the purchase of the replacement dump truck has been identified through the Houston-Galveston Area Council and the city has used this program to purchase other equipment.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, that the City Council approves the cooperative purchase for a replacement dump truck for the Public Works Department in the amount of \$176,000.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 11th day of October, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, CMC, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2016-, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

ATTACHMENT A

CERTIFICATE OF CITY/DIRECTOR OF FINANCE

Certification of Unappropriated Reserves

I HEREBY CERTIFY that the money required for the appropriation of funds for the purpose as docketed is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unappropriated.

Amount \$ _____ Fund _____

Purpose _____

Director of Finance
City of La Mesa
By _____

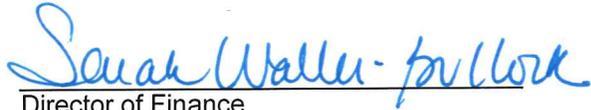
Date _____

Unappropriated Reserves Available Balance \$ _____

Certification of Unencumbered Balance

I HEREBY CERTIFY that the indebtedness and obligation as docketed can be incurred; that sufficient monies to meet the obligations are actually in the Treasury, or are anticipated to come into the Treasury to the credit of the appropriation from which the same are to be drawn; and that said monies now actually in the treasury, together with the monies anticipated to come into the Treasury, to the credit of said appropriation are otherwise unencumbered.

Amount Not to Exceed \$177,230.00



Director of Finance
City of La Mesa

Date: 10/5/16

By: Leon Firsh

Fund: 1315 Dept./Activity: 1315-6585

\$177,230.00 from 1315-6585 (available \$177,230.00)

Purpose: Resolution to Approve Cooperative Purchase for a Replacement Dump Truck to be Used for the Maintenance of City Streets.

CERTIFICATE NO. 1520



REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: October 11, 2016

SUBJECT: Resolution Amending a Professional Services Contract with Bureau Veritas North America, Inc. for Building Services

ISSUING DEPARTMENT: Community Development

SUMMARY:

Issue:

Should the City of La Mesa approve a resolution to amend a professional services contract with Bureau Veritas North America, Inc. for expansion of building services?

Recommendation:

Approve the attached resolution amending a professional services contract with Bureau Veritas North America, Inc. for building services. The contract cost is not changed from \$100,000.

Fiscal Impact:

Funds are available from account 2301-6430.

City's Strategic Goals:

Continue to improve high quality municipal services.

BACKGROUND:

In November 2014, the City Council awarded a contract to Bureau Veritas North America, Inc. (Bureau Veritas) for building inspection services during FY2014-15. In September 2015, January 2016, and June 2016, due to continued high level of permit and construction activities, the Council approved separate contract extensions to continue the inspection services into FY 2015-16.

DISCUSSION:

During the past 3 to 4 years, the Building Division has experienced a twofold increase in construction valuation; and over 50% increase in the number of permits. Since January 2015, the City has retained the service of Bureau Veritas to assist in the inspection services. With the contract services, the City's Building Division has maintained the same professional quality service throughout recent years. Bureau Veritas has been able to offer a contract inspector of the same caliber as that of in-house staff. Although the Bureau Veritas proposal outlined

additional staffing support, the agreement specified inspection services and this proposal clarifies the intent of the agreement.

Given the current and projected level of the developments, staff anticipates the demand for Inspection and Building Division services will likely continue in the coming years. With the recent retirement of the City's Building Official, Jessie Wu, and subsequent staff changes, the need to utilize the other services provided by Bureau Veritas is needed to retain a high level of service.

Building permit activity has continued at the previous year high volume and is on pace to match last year's record of 1,723 permits issued. This level of permits requires additional building services beyond inspection services and the City has an immediate need to backfill the Permit Technician position during the upcoming recruitment process.

It is also important that the Building Division be able to quickly respond to fluctuations in construction activity and good customer service. The Bureau Veritas proposal offers the City the ability to respond to those staffing needs. The City would utilize Bureau Veritas for plan check reviews that are appropriately reviewed by their qualified staff with expertise in certain building types and to accommodate excessive numbers of submittals. Bureau Veritas would receive 65% of the plan check fees submitted with the plan check application.

The proposed revisions to the services agreement provide for as-needed:

- Multi-discipline architectural, structural, mechanical/electrical/plumbing, fire, and civil engineering plan check services.
- 24-hour turnaround times for photovoltaic plan reviews.
- Expedite plan reviews per customer request (including weekend and holidays). Premium fees would apply and the Fee Schedule would be modified to implement this service during the next Fee Schedule revision.
- Electronic plan review capabilities.
- Pool of experienced inspectors and part-time permit technicians.

The proposed professional services agreement and scope of work with Bureau Veritas is attached for consideration (**Attachment A & B**).

It is therefore requested that the City Council authorize an amendment to the current contract with Bureau Veritas for FY 2016-17 to clarify the services available in this agreement. The La-Mesa Municipal Code, Section 2.40.070 (A)(6), provides that City's Purchasing Officer may waive competitive bidding with approval from the City Council when professional, specialized or consulting services are provided by firms who have performed similar or equal satisfactory work previously for the City on the same scope of work, program or project area.

CONCLUSION:

Staff recommends that the Council waive the competitive bidding process for a professional services contract for building inspection and amend the contract with Bureau Veritas North America, Inc.

Reviewed by:



Yvonne Garrett
City Manager

Respectfully submitted by:



Carol Dick
Community Development Director



Scott Munzenmaier
Purchasing Officer

- Attachments:
- A. Resolution
 - B. Amendment
 - C. Proposal from Bureau Veritas

RESOLUTION NO. 2016-____

RESOLUTION AMENDING A PROFESSIONAL SERVICES CONTRACT WITH
BUREAU VERITAS NORTH AMERICA, INC. FOR BUILDING DIVISION
SERVICES

WHEREAS, one of the City of La Mesa's goals is to continue to improve high quality municipal services;

WHEREAS, the City has a need for professional building division services in keeping with this goal;

WHEREAS, on November 25, 2014, the City Council of the City of La Mesa, California awarded a professional services contract to Bureau Veritas North America Inc. for building inspection services for FY2014-15;

WHEREAS, in September 2015, January 2016 and June 2016, due to continued high level of permit and construction activities, the Council approved separate contract extension to continue the inspection services into FY 2015-16;

WHEREAS, with the retirement of the Building Official, numerous staffing changes, and the desire to provide a highly responsive level of customer service for fluctuating demands, the contracted services may include any of the services identified in the proposal dated August 17, 2016 at the specified rates; and

WHEREAS, given the current and projected level of the developments, the demand for inspection services will likely to continue in the coming years.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, that the council authorize an amendment to the professional services contract for building division services, and to include additional services as provided in the attached proposal with Bureau Veritas.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 11th day of October, 2016, by the following vote, to wit:

AYES:
NOES:
ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2016-____, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF LA MESA AND
BUREAU VERITAS NORTH AMERICA, INC. FOR PROFESSIONAL SERVICES
FOR BUILDING DIVISION SERVICES

THIS AMENDMENT TO AGREEMENT executed this ___ day of October 2016, by and between the City of La Mesa, a Municipal Corporation, hereinafter referred to as "City," and Bureau Veritas, Inc., hereinafter referred to as "Contractor."

1. RECITALS:

1.1 The City and Contractor have entered into an agreement for professional services for Building Division services in the City (the "Agreement"). The Agreement was executed on June 30, 2016 pursuant to the City's administrative award and acceptance of Contractor's proposal dated June 6, 2016. Pursuant to Section 1 – Engagement of Contractor, Section 10 – Amendments and Section 23 – Changes, the parties may renew and amend the same upon written mutual consent.

NOW, THEREFORE, IT IS AGREED by and between the parties that the Agreement shall be amended as follows:

General. All references to "Building Inspection Services" shall be amended to read "Building Division Services".

Section 3. Shall be amended to read:

"Contractor agrees to provide the services of David Shields, Building Inspector, for the full term of this contract. No substitutions will be made without prior written approval by the City. The City reserves the right to request specific qualifications for personnel under this agreement."

Section 5. Shall be amended to read:

"Compensation for work performed by contractor under this Agreement shall be based on the attached contractor Hourly Rates (Attachment A dated August 17, 2016)".

All other terms, conditions and obligations contained in the Agreement other than those specified in this First Amendment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement as of the date first above written.

CONTRACTOR
Bureau Veritas North America, Inc.

CITY OF LA MESA
A Municipal Corporation

By: _____
Isam Hasenin, PE
Chief Operation Officer Date

By: _____
Mark Arapostathis, Mayor Date

ATTEST: _____
Mary Kennedy, CMC
City Clerk

APPROVED AS TO FORM:

Glenn Sabine, City Attorney Date

ATTACHMENT B



August 17, 2016

Jessie Y. Wu, P.E., C.B.O.
City of La Mesa
8130 Allison Avenue
La Mesa, CA 91942

Re: Proposal to Provide Plan Review and Inspection Services

Dear Mr. Wu,

Bureau Veritas North America, Inc. (BVNA) is pleased to submit our proposal to provide plan review and inspection services to the City of La Mesa. Below we have identified our proposed fees for plan review and inspection. Should you have any questions or would like additional information, please do not hesitate to contact us.

Plan Review Percentage of Fee:

BVNA will collect 65% of the City's collected building plan review fee as noted in the City of La Mesa Fee Schedule for Fiscal Year 2016 - 2017. Review will include building and MEP disciplines.

Schedule of Hourly Rates:

<u>Position</u>	<u>Billing Rate Per Hour</u>
<i>Building Safety</i>	
Project Manager	\$150
Structural Engineer	\$125
Plan Review Engineer	\$115
Senior Plans Examiner	\$105
ICC Certified Plans Examiner	\$ 95
Combination / Building Inspector	\$ 80
CASp	\$105
Permit Technician	\$ 70
<i>Fire Plan Review and Inspection</i>	
Fire Plans Examiner	\$105
Fire Inspector	\$ 95
<i>Public Works and Civil Plan Review</i>	
Civil Plan Review Engineer	\$135
Licensed Land Surveyor (Map Review)	\$125



We can provide additional information regarding our qualifications and previous experience should you request. BVNA looks forward to continuing to assist the City of La Mesa with your needs.

Sincerely,

Isam Hasenin, PE
Chief Operating Officer / Principal-in-Charge
Bureau Veritas North America, Inc.
T. 858.436.4159
isam.hasenin@us.bureauveritas.com



6

STAFF REPORT

REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: October 11, 2016

SUBJECT: Resolution designating Aaron Sturm as the Building Official Pursuant to the 1997 Uniform Administrative Code Section 201 and 202

ISSUING DEPARTMENT: Community Development

SUMMARY:

Issue:

Should the City Council adopt a resolution designating Aaron Sturm as the City's Building Official?

Recommendation:

Adopt the attached resolution (**Attachment A**) designating Aaron Sturm as the City's Building Official.

Fiscal Impact:

The City's Compensation Plan 2016-17 identifies the compensation and classification for the Building Official position.

BACKGROUND:

The recent retirement of the City's Building Official, Mr. Jessie Wu, required that the position be filled. Mr. Aaron Sturm, previously the La Mesa Building Inspection Supervisor, was determined to be qualified for this position and was assigned shortly after Mr. Wu's departure. The California Building Code requires the City to designate a Building Official. The attached resolution (**Attachment A**) designates Mr. Aaron Sturm as La Mesa's Building Official.

CONCLUSION:

Staff recommends that the City Council adopt the attached resolution (**Attachment A**) designating Aaron Sturm as the City's Building Official.

Reviewed by:

Respectfully submitted by:


Yvonne Garrett
City Manager


Carol Dick
Community Development Director

RESOLUTION NO. 2016-_____

RESOLUTION DESIGNATING AARON STURM AS THE BUILDING OFFICIAL
PURSUANT TO THE 1997 UNIFORM ADMINISTRATIVE CODE
SECTIONS 201 AND 202

WHEREAS, on May 3, 2016, Mr. Jessie Wu announced his retirement from his position as the City of La Mesa Building Official;

WHEREAS, from August 8, 2016 to August 15, 2016, the City of La Mesa conducted a closed promotional recruitment to fill the future vacancy of the Building Official position;

WHEREAS, on September 2, 2016, Mr. Jessie Wu retired from his position as the City of La Mesa Building Official;

WHEREAS, on September 3, 2016, Mr. Aaron Sturm was promoted to the position of City of La Mesa Building Official;

WHEREAS, pursuant to the requirements of the California Building Code, the City is required to designate a Building Official.

BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, that Mr. Aaron Sturm is designated as the Building Official for the City of La Mesa.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 11th day of October 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be true and exact copy of Resolution No. 2016-_____, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY



DATE: October 11, 2016
TO: Mayor and Members of the City Council
FROM: Mary Kennedy, City Clerk *ymk*
VIA: Yvonne Garrett, City Manager *COH FR*
SUBJECT: Resolution Memorializing the Appointment of a Member to the Planning Commission

At the Council meeting of September 27, 2016, the City Council, by consensus, selected Stosh Podeswik to fill the unscheduled vacancy created by the resignation of George Hawkins. The attached Resolution is to memorialize the appointment.

Attachment

RESOLUTION NO. 2016-

RESOLUTION MEMORIALIZING THE APPOINTMENT OF A MEMBER TO THE
PLANNING COMMISSION

WHEREAS, by consensus of the La Mesa City Council at their meeting on September 27, 2016, Stosh Podeswik was appointed to the Planning Commission; and

WHEREAS, this Resolution memorializes the appointment.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, by the City Council of the City of La Mesa, California, that Stosh Podeswik has been appointed as a member of the City of La Mesa Planning Commission, with his term to commence after the oath or affirmation of allegiance for public officers or employees is executed as required by Article XX, Section 3 of the Constitution of the State of California, and to expire on the date stated below, or until his successor is appointed and qualified:

Planning Commission: 1 appointment

Stosh Podeswik is appointed to fill the unscheduled vacancy created by George Hawkins whose term expires June 30, 2017.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 11th day of October 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2016-, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)



REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: October 11, 2016

SUBJECT: Approval of the Next Generation Regional Communications System (NextGen RCS) Agreement and Financing Plan between the County of San Diego, NextGen RCS and the City of La Mesa

ISSUING DEPARTMENT: Police Department

SUMMARY:

Issue:

1. Should the City Council approve entering into a financing agreement with the County of San Diego for the NextGen RCS system costs and authorize the appropriation of \$48,500 from General Fund Reserves to be transferred to the Equipment Replacement Fund for debt service repayment?

Recommendation:

Staff recommends that the City Council:

1. Enter into a financing agreement with the County of San Diego for the NextGen RCS system costs and authorize the appropriation of \$48,500 from General Fund Reserves to be transferred to the Equipment Replacement Fund for debt service repayment.

Fiscal Impact:

At the time the Mid-Biennium Budget Update was prepared, the annual debt service amount for the NextGen RCS system was unknown. In anticipation of the financing agreement, however, the appropriation of the annual Supplemental

Report to Mayor and Councilmembers

Date: October 11, 2016

Page: 2 of 3

Law Enforcement Funds apportionment for fiscal year 2016-2017 in the amount of \$100,000 was included in the Mid-Biennium Budget Update. These funds are budgeted to be transferred to the Equipment Replacement Fund and used for the annual debt service payment of the NextGen RCS system. Staff recommends the appropriation of an additional \$48,500 from General Fund Reserves to be transferred to the Equipment Replacement Fund to cover the remaining balance of the annual debt service payment. In addition, staff recommends that these funds be appropriated for the annual debt service expense in the Equipment Replacement Fund in account 603-1315-6425.

BACKGROUND:

The San Diego-Imperial County Regional Communications System (RCS) was formed in 1995 by the County of San Diego and the initial participating agencies, which entered into a Participating Agency Agreement. This agreement established the governance, administration, method of funding, and costs of a regional radio system to provide communication service to public safety and public service agencies operating in San Diego County and Imperial County. The term of the agreement was for 15 years, from March 7, 1995 through March 6, 2010.

The City of La Mesa joined the RCS in 2000, with a buy-in cost of \$1,313,246.

On May 5, 2009, the County Board of Supervisors approved an amendment to the RCS Participating Agency Agreement which extended the agreement to March 31, 2013. Year 2013 marked the official manufacturer's "end of life" of the current communication system. The three year extension to the Agreement provided County staff and the RCS Board of Directors sufficient time to assess future regional public safety communications requirements and develop plans for a replacement system. All other terms of the agreement remained unchanged.

On December 9, 2013, the County of San Diego executed the NextGen RCS Agreement and the parties agreed that when final system costs were known, the agreement would be amended to reflect the costs in accordance with the cost apportionment method described in section 11 of the agreement.

On July 12, 2016, the City of La Mesa was notified by San Diego County that a contract for the NextGen RCS system was awarded to Motorola Solutions for \$70,065,207. Based on the total contract amount, the County was able to provide final system costs and updated financing information to all NextGen RCS parties. The costs are apportioned in two categories – infrastructure and core. Our total costs (shared infrastructure and core) will be \$1,279,649.03. Our shared infrastructure obligation will be financed by the County of San Diego at an annual interest rate of 2.79% per year, for

Report to Mayor and Councilmembers

Date: October 11, 2016

Page: 3 of 3

a period of ten years, with an annual payment of \$148,410.61. Staff recommends that the annual Supplemental Law Enforcement Funds apportionment of \$100,000 be used towards this payment, and recommends the appropriation of an additional \$48,500 from General Fund Reserves to be transferred to the Equipment Replacement Fund as well to cover the remaining balance of the annual debt service payment. In addition, staff recommends that these funds be appropriated for the annual debt service expense in the Equipment Replacement Fund in account 603-1315-6425.

CONCLUSION:

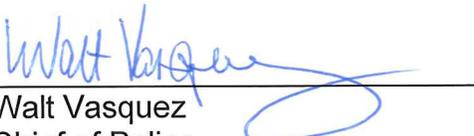
Staff recommends that the City Council authorize the Mayor to sign the NextGen RCS system payment agreement between the County of San Diego and the City of La Mesa as the City's representative and approve the appropriation of an additional \$48,500 to be transferred from General Fund Reserves to the Equipment Replacement Fund for the annual debt service payment.

Staff Reference: Police Services Manager Christine McMillen

Reviewed by:


Yvonne Garrett
City Manager

Respectfully submitted by:


Walt Vasquez
Chief of Police

Attachments:

- A. Letter dated July 12, 2016 addressed to the City Manager
- B. First Amendment to the December 9, 2013 NextGen RCS Agreement
- C. System Cost Exhibits
- D. Payment Agreement between the County of San Diego and the City of La Mesa
- E. Resolution

RESOLUTION NO. 2016-_____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN
THE CITY OF LA MESA AND THE COUNTY OF SAN DIEGO FOR THE PAYMENT OF
THE NEXT GENERATION REGIONAL COMMUNICATIONS SYSTEM

BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, that the City Council intends to authorize the Mayor on behalf of the City of La Mesa to sign the payment agreement for the Next Generation Regional Communications System between the City of La Mesa and the County of San Diego, and to authorize the appropriation of an additional \$48,500 from General Fund Reserves to be transferred to the Equipment Replacement Fund, Account 603-1315-6425 for the purpose of debt service replacement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of La Mesa, California, held the 11th day of October 2016 by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF THE CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2016-_____, duly passed and adopted by the City Council of said City on the date and by the vote herein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)



County of San Diego

RON LANE
DEPUTY CHIEF ADMINISTRATIVE OFFICER

PUBLIC SAFETY GROUP
1600 PACIFIC HIGHWAY, ROOM 205, SAN DIEGO, CA 92101
(619) 531-4535/fax (619) 232-2436

COPY

July 12, 2016

Mr. David Witt
City Manager
City of La Mesa
8130 Allison Avenue
La Mesa, CA 91942

RECEIVED

JUL 25 2016

CITY MANAGER

Dear Mr. Witt:

FIRST AMENDMENT TO NEXTGEN RCS AGREEMENT

The County has successfully awarded a contract for the Next Generation Regional Communications System (NextGen RCS) to Motorola Solutions Inc. for \$70,065,207. Based on the total contract amount, the County is now able to provide final system costs and updated financing information to all NextGen RCS Parties.

As stated in Section 14.3 of the NextGen RCS Agreement, the County is authorized to amend Exhibit C of the Agreement to reflect the final system costs in accordance with the cost apportionment method described in Section 11. The First Amendment to the NextGen RCS Agreement was executed by the County on July 12th to amend Exhibit C (including C-1, C2, and C-3) and is enclosed.

In addition to the First Amendment, an invoice for your agency's total portion of the Shared Infrastructure costs is enclosed should you choose to pay the amount in full. Your agency's total costs can be located on Exhibit C3.

Per the NextGen RCS Agreement, the County will provide a funding mechanism for those agencies that choose not to pay the full amount within sixty (60) days. Based on previous communications, the County believes your agency intends to finance your NextGen RCS Shared Infrastructure obligation through the County. A copy of the County finance agreement is attached for approval. Please sign two original copies of the finance agreement and return by September 30, 2016 to the following address:

County of San Diego, NextGen RCS
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206
Attn: Sue Willy, RCS Manager

Mr. David Witt
Page 2
July 12, 2016

If, for any reason, your agency is unable to execute the agreement by September 30, 2016 or if your agency is no longer plans to finance through the County please contact Sue Willy, RCS Manager, by email sue.willy@sdsheriff.org or by telephone at (858) 694-3953.

Thank you for your participation in the NextGen RCS.

Sincerely,



Ronald J. Lane
Deputy Chief Administrative Officer

RJL:SW:bf

Enclosure: Executed First Amendment
Final Exhibit C
Finance Agreement
Amortization Schedule – Exhibit A to Finance Agreement
Invoice

COPY

**First Amendment
to
Agreement
Between and Among the County of San Diego
and
Participating Cities and Jurisdictions
Regarding the Next Generation Regional Communication System
Providing Communication Services to Public Safety and Public Service Agencies
Operating in San Diego County and Imperial County
("NextGen RCS Agreement")**

RECITALS

R1. On December 3, 2013, the Board of Supervisors for the County of San Diego authorized the Chief Administrative Officer to execute the NextGen RCS Agreement and this First Amendment which will amend Exhibit C to reflect the finalized system costs and cost apportionment.

R2. The NextGen RCS Agreement was executed on and about December 9, 2013, by the parties to the NextGen RCS Agreement.

R3. The NextGen RCS Parties agreed to the NextGen RCS Shared Backbone Infrastructure cost apportionment set forth in NextGen RCS Agreement section 11.4 and related sections.

R4. The NextGen RCS Parties agreed in NextGen RCS Agreement section 14.3 as follows:

14.3 Exhibit C Revisions. Notwithstanding any other provision of this NextGen RCS Agreement, including but not limited to section 14.1, the NextGen Parties agree that, when final system costs are known, the County is authorized by the NextGen RCS Parties to amend Exhibit C of this NextGen RCS Agreement to reflect the final system costs in accordance with the cost apportionment method described in section 11. The NextGen Parties agree that the final Exhibit C as amended by the County and in accordance with the apportionment method described in section 11 (see, in particular, section 11.5) shall be the legally-binding Exhibit C to this NextGen RCS Agreement without further approval by the NextGen RCS Parties. The County shall distribute the amended final Exhibit C to the NextGen RCS Parties.

Therefore, the NextGen RCS Agreement is amended as follows:

The attached Final Exhibit C, including Exhibit C-1, C-2, and C-3 as issued, replaces the original Exhibit C in its entirety.

COUNTY OF SAN DIEGO

By  7/12/14

Ronald J. Lane, Deputy Chief Administrative Officer
Public Safety Group, County of San Diego

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY 
SENIOR DEPUTY

Exhibit C
RCS NextGen System Cost

NextGen Shared Infrastructure Cost	
NextGen System Components - Shared Infrastructure	Cost
Total Shared Infrastructure Cost	\$ 70,065,207
Total IVECA Infrastructure Cost	\$ (4,385,443)
Remaining Shared Infrastructure Costs to be Apportioned among San Diego County NextGen RCS Parties	\$ 65,679,764

Total Subscriber Radio Count	
Total County of San Diego NextGen Parties Subscriber Radio Count	14,782

Agency's Cost Apportionment Contained in C-3

Cost per radio for is \$4,443.23 for San Diego County Agencies

Exhibit C-1

Cost Apportionment for San Diego County Shared Infrastructure Per Party: Costs are apportioned in two categories—infrastructure and core. Below are the estimated shared infrastructure apportionment costs per agency

San Diego County Party Name	Radio Count 9/1/13	Radio Count 7/1/2014	Average Radio Count	Cost for San Diego Shared Infrastructure
Alpine Fire Protection District	26	26	26.0	\$ 113,498.08
Bonita-Sunnyside Fire Protection District	16	16	16.0	\$ 69,844.97
Borrego Springs Fire Protection District	21	21	21.0	\$ 91,671.53
City of Carlsbad	436	440	438.0	\$ 1,912,006.09
City of Chula Vista	694	646	670.0	\$ 2,924,758.18
City of Coronado	182	180	181.0	\$ 790,121.24
City of Del Mar	97	99	98.0	\$ 427,800.45
City of El Cajon	460	442	451.0	\$ 1,968,755.13
City of Encinitas	246	247	246.5	\$ 1,076,049.09
City of Escondido	752	702	727.0	\$ 3,173,580.89
City of Imperial Beach	117	119	118.0	\$ 515,106.66
City of La Mesa	291	285	288.0	\$ 1,257,209.49
City of Lemon Grove	95	95	95.0	\$ 414,704.52
City of National City	284	288	286.0	\$ 1,248,478.87
City of Oceanside	744	740	742.0	\$ 3,239,060.55
City of Poway	296	303	299.5	\$ 1,307,410.56
City of San Marcos	419	421	420.0	\$ 1,833,430.50
City of Santee	176	178	177.0	\$ 772,660.00
City of Solana Beach	58	62	60.0	\$ 261,918.64
City of Vista	284	290	287.0	\$ 1,252,844.18
County of San Diego	5,933	6,162	6047.5	\$ 26,399,216.57
Deer Springs Fire Protection District	21	22	21.5	\$ 93,854.18
Heartland Communications Facility JPA	12	12	12.0	\$ 52,383.73
Julian-Cuyamaca Fire Protection District	29	28	28.5	\$ 124,411.36
Lakeside Fire Protection District	98	93	95.5	\$ 416,887.17
Mira Costa Community College District	20	22	21.0	\$ 91,671.53
North County Dispatch JPA	18	18	18.0	\$ 78,575.59
North County Fire Protection District	127	119	123.0	\$ 536,933.22
North County Transit District	33	33	33.0	\$ 144,055.25
Rancho Santa Fe Fire Protection District	114	121	117.5	\$ 512,924.01
San Diego Rural Fire Protection District	-	-	0.0	\$ -
San Diego Unified Port District	299	297	298.0	\$ 1,300,862.59
San Miguel Consolidated Fire Protection District	135	116	125.5	\$ 547,846.50
State of CA Department of Transportation (Caltrans)	893	849	871.0	\$ 3,802,185.64
State of California, CA Highway Patrol/El Cajon CHP	174	173	173.5	\$ 757,381.41
Valley Center Fire Protection District	25	18	21.5	\$ 93,854.18
Viejas Reservation Fire Department	33	33	33.0	\$ 144,055.25
New Parties				
California State University San Marcos (Police)	49	52	50.5	\$ 220,448.19
Olivenhain Municipal Water District	3	5	4.0	\$ 17,461.24
Palomar College	41	41	41.0	\$ 178,977.74
Poway Unified School District	240	243	241.5	\$ 1,054,222.54
Ramona Water District Fire Department	21	21	21.0	\$ 91,671.53
Rancho Santa Fe Patrol	17	17	17.0	\$ 74,210.28
San Diego County Regional Airport Authority	164	181	172.5	\$ 753,016.10
San Diego Humane Society	34	34	34.0	\$ 148,420.56
San Diego State University (Police & Parking)	102	100	101.0	\$ 440,896.38
San Pasqual Band of Mission Indians***	32	33	32.5	\$ 141,872.60
Sycuan Band of the Kumeyaay Nation (Sycuan Fire/Police Department)	72	72	72.0	\$ 314,302.37
University of California San Diego (Police and Environment Health & Safety)	108	116	112.0	\$ 488,914.80
Vista Unified High School District	188	204	196.0	\$ 855,600.90
TOTAL	14,729	14,835	14,782.0	\$ 64,528,023.05

³ The San Diego Rural Fire Protection District was dissolved on 7/1/16. All radios have been moved to the County of San Diego radio count.

Exhibit C-2

Cost Apportionment for RCS NextGen Core (Portion of the Shared Infrastructure Costs): Costs are apportioned in two categories—infrastructure and core. Below are the RCS NextGen Core apportionment costs per agency for both San Diego County agencies and the Imperial Valley Emergency Communications Authority (IVECA).

San Diego County Parties & IVECA	Radio Count 9/1/13	Radio Count 7/1/2014	Average Radio Count	Cost for RCS NextGen Core \$1,254,277
Alpine Fire Protection District	26	26	26.0	\$ 2,025.79
Bonita-Sunnyside Fire Protection District	16	16	16.0	\$ 1,246.64
Borrego Springs Fire Protection District	21	21	21.0	\$ 1,636.22
City of Carlsbad	436	440	438.0	\$ 34,126.81
City of Chula Vista	694	646	670.0	\$ 52,203.11
City of Coronado	182	180	181.0	\$ 14,102.63
City of Del Mar	97	99	98.0	\$ 7,635.68
City of El Cajon	460	442	451.0	\$ 35,139.70
City of Encinitas	246	247	246.5	\$ 19,206.07
City of Escondido	752	702	727.0	\$ 56,644.27
City of Imperial Beach	117	119	118.0	\$ 9,193.98
City of La Mesa	291	285	288.0	\$ 22,439.54
City of Lemon Grove	95	95	95.0	\$ 7,401.93
City of National City	284	288	286.0	\$ 22,283.71
City of Oceanside	744	740	742.0	\$ 57,812.99
City of Poway	296	303	299.5	\$ 23,335.57
City of San Marcos	419	421	420.0	\$ 32,724.34
City of Santee	176	178	177.0	\$ 13,790.97
City of Solana Beach	58	62	60.0	\$ 4,674.91
City of Vista	284	290	287.0	\$ 22,361.63
County of San Diego	5,933	6,162	6047.5	\$ 471,191.47
Deer Springs Fire Protection District	21	22	21.5	\$ 1,675.17
Heartland Communications Facility JPA	12	12	12.0	\$ 934.98
Julian-Cuyamaca Fire Protection District	29	28	28.5	\$ 2,220.58
Lakeside Fire Protection District	98	93	95.5	\$ 7,440.89
Mira Costa Community College District	20	22	21.0	\$ 1,636.22
North County Dispatch, JPA	18	18	18.0	\$ 1,402.47
North County Fire Protection District	127	119	123.0	\$ 9,583.56
North County Transit District	33	33	33.0	\$ 2,571.20
Rancho Santa Fe Fire Protection District	114	121	117.5	\$ 9,155.02
San Diego Rural Fire Protection District	-	-	0.0	\$ -
San Diego Unified Port District	299	297	298.0	\$ 23,218.69
San Miguel Consolidated Fire Protection District	135	116	125.5	\$ 9,778.34
State of CA Department of Transportation (Caltrans)	893	849	871.0	\$ 67,864.04
State of California, CA Highway Patrol/El Cajon CHP	174	173	173.5	\$ 13,518.27
Valley Center Fire Protection District	25	18	21.5	\$ 1,675.17
Viejas Reservation Fire Department	33	33	33.0	\$ 2,571.20
IVECA*	1,302	1,330	1316.0	\$ 102,536.25
California State University San Marcos (Police)	49	52	50.5	\$ 3,934.71
Olivenhain Municipal Water District	3	5	4.0	\$ 311.66
Palomar College	41	41	41.0	\$ 3,194.52
Poway Unified School District	240	243	241.5	\$ 18,816.49
Ramona Water District Fire Department	21	21	21.0	\$ 1,636.22
Rancho Santa Fe Patrol	17	17	17.0	\$ 1,324.56
San Diego County Regional Airport Authority	164	181	172.5	\$ 13,440.35
San Diego Humane Society	34	34	34.0	\$ 2,649.11
San Diego State University (Police & Parking)	102	100	101.0	\$ 7,869.42
San Pasqual Band of Mission Indians	32	33	32.5	\$ 2,532.24
Sycuan Band of the Kumeyaay Nation (Sycuan Fire/Police De	72	72	72.0	\$ 5,609.89
University of California San Diego (Police and Environment H	108	116	112.0	\$ 8,726.49
Vista Unified High School District	188	204	196.0	\$ 15,271.36
TOTAL	16,031	16,165	16,098	\$ 1,254,277.02

¹ The San Diego Rural Fire Protection District was dissolved on 7/1/16. All radios have been moved to the County of San Diego radio count.

*IVECA will pay for infrastructure for Imperial County and a portion of the NextGen core costs.

Exhibit C-3

Cost Apportionment for the **Combined Infrastructure and RCS NextGen Core**: Costs are apportioned in two categories--Infrastructure and core. Below are both the Combined Infrastructure and RCS Core apportionment costs per agency.

San Diego County Parties & IVECA	Exhibit C-1 Cost for San Diego Shared Infrastructure	+	Exhibit C-2 Cost for RCS NextGen Core	=	Combined Total Cost for San Diego Shared Infrastructure and NextGen RCS Core (C- 1 + C-2)
Alpine Fire Protection District	\$ 113,498.08		\$ 2,025.79		\$ 115,523.87
Bonita-Sunnyside Fire Protection District	\$ 69,844.97		\$ 1,246.64		\$ 71,091.61
Borrego Springs Fire Protection District	\$ 91,671.53		\$ 1,636.22		\$ 93,307.74
City of Carlsbad	\$ 1,912,006.09		\$ 34,126.81		\$ 1,946,132.90
City of Chula Vista	\$ 2,924,758.18		\$ 52,203.11		\$ 2,976,961.29
City of Coronado	\$ 790,121.24		\$ 14,102.63		\$ 804,223.87
City of Del Mar	\$ 427,800.45		\$ 7,635.68		\$ 435,436.13
City of El Cajon	\$ 1,968,755.13		\$ 35,139.70		\$ 2,003,894.84
City of Encinitas	\$ 1,076,049.09		\$ 19,206.07		\$ 1,095,255.16
City of Escondido	\$ 3,173,580.89		\$ 56,644.27		\$ 3,230,225.16
City of Imperial Beach	\$ 515,106.66		\$ 9,193.98		\$ 524,300.64
City of La Mesa	\$ 1,257,209.49		\$ 22,439.54		\$ 1,279,649.03
City of Lemon Grove	\$ 414,704.52		\$ 7,401.93		\$ 422,106.45
City of National City	\$ 1,248,478.87		\$ 22,283.71		\$ 1,270,762.58
City of Oceanside	\$ 3,239,060.55		\$ 57,812.99		\$ 3,296,873.55
City of Poway	\$ 1,307,410.56		\$ 23,335.57		\$ 1,330,746.13
City of San Marcos	\$ 1,833,430.50		\$ 32,724.34		\$ 1,866,154.84
City of Santee	\$ 772,660.00		\$ 13,790.97		\$ 786,450.97
City of Solana Beach	\$ 261,918.64		\$ 4,674.91		\$ 266,593.55
City of Vista	\$ 1,252,844.18		\$ 22,361.63		\$ 1,275,205.81
County of San Diego	\$ 26,399,216.57		\$ 471,191.47		\$ 26,870,408.04
Deer Springs Fire Protection District	\$ 93,854.18		\$ 1,675.17		\$ 95,529.35
Heartland Communications Facility JPA	\$ 52,383.73		\$ 934.98		\$ 53,318.71
Julian-Cuyamaca Fire Protection District	\$ 124,411.36		\$ 2,220.58		\$ 126,631.94
Lakeside Fire Protection District	\$ 416,887.17		\$ 7,440.89		\$ 424,328.06
Mira Costa Community College District	\$ 91,671.53		\$ 1,636.22		\$ 93,307.74
North County Dispatch, JPA	\$ 78,575.59		\$ 1,402.47		\$ 79,978.06
North County Fire Protection District	\$ 536,933.22		\$ 9,583.56		\$ 546,516.77
North County Transit District	\$ 144,055.25		\$ 2,571.20		\$ 146,626.45
Rancho Santa Fe Fire Protection District	\$ 512,924.01		\$ 9,155.02		\$ 522,079.03
San Diego Rural Fire Protection District ¹	\$ -		\$ -		\$ -
San Diego Unified Port District	\$ 1,300,862.59		\$ 23,218.69		\$ 1,324,081.29
San Miguel Consolidated Fire Protection District	\$ 547,846.50		\$ 9,778.34		\$ 557,624.84
State of CA Department of Transportation (Caltrans)	\$ 3,802,185.64		\$ 67,864.04		\$ 3,870,049.67
State of California, CA Highway Patrol/El Cajon CHP	\$ 757,381.41		\$ 13,518.27		\$ 770,899.68
Valley Center Fire Protection District	\$ 93,854.18		\$ 1,675.17		\$ 95,529.35
Viejas Reservation Fire Department	\$ 144,055.25		\$ 2,571.20		\$ 146,626.45
California State University San Marcos (Police)	\$ 220,448.19		\$ 3,934.71		\$ 224,382.90
Olivenhain Municipal Water District	\$ 17,461.24		\$ 311.66		\$ 17,772.90
Palomar College	\$ 178,977.74		\$ 3,194.52		\$ 182,172.26
Poway Unified School District	\$ 1,054,222.54		\$ 18,816.49		\$ 1,073,039.03
Ramona Water District Fire Department	\$ 91,671.53		\$ 1,636.22		\$ 93,307.74
Rancho Santa Fe Patrol	\$ 74,210.28		\$ 1,324.56		\$ 75,534.84
San Diego County Regional Airport Authority	\$ 753,016.10		\$ 13,440.35		\$ 766,456.45
San Diego Humane Society	\$ 148,420.56		\$ 2,649.11		\$ 151,069.68
San Diego State University (Police & Parking)	\$ 440,896.38		\$ 7,869.42		\$ 448,765.81
San Pasqual Band of Mission Indians	\$ 141,872.60		\$ 2,532.24		\$ 144,404.84
Sycuan Band of the Kumeyaay Nation (Sycuan Fire/Police Department)	\$ 314,302.37		\$ 5,609.89		\$ 319,912.26
University of California San Diego (Police and Environment Health & Safety)	\$ 488,914.80		\$ 8,726.49		\$ 497,641.29
Vista Unified High School District	\$ 855,600.90		\$ 15,271.36		\$ 870,872.26
TOTALS	\$ 64,528,023.05		\$ 1,151,740.77		\$ 65,679,763.82
IVECA	\$ 4,282,907.04		\$ 102,536.25		\$ 4,385,443.29
TOTAL SYSTEM COST					\$ 70,065,207.11

¹ The San Diego Rural Fire Protection District was dissolved on 7/1/16. All radios have been moved to the County of San Diego radio count.

**AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE CITY OF LA MESA FOR PAYMENT OF
NEXTGEN RCS INFRASTRUCTURE COSTS**

This Agreement ("Agreement") is entered into this ____ day of _____, 2016, (to be filled in by *County Clerk of the Board*) between the County of San Diego, a political subdivision of the State of California ("County"), and the City of La Mesa ("City"). City and County shall be collectively referred to as the "Parties".

RECITALS

R.1 County and City have entered an Agreement Between and Among the County of San Diego and Participating Cities and Jurisdictions Regarding the Next Generation Regional Communication System Providing Communication Services to Public Safety and Public Service Agencies Operating in San Diego County and Imperial County ("NextGen RCS Agreement").

R.2 Under Section 11.8 of the NextGen RCS Agreement, participating agencies pay a monthly operating fee based on the number of radios that they operate within the Next Generation Regional Communications System (NextGen RCS).

R.3 Pursuant to the NextGen RCS Agreement, the County agrees to purchase a NextGen RCS and the Parties agree to share Backbone Infrastructure costs. The NextGen Agreement contemplates additional, separate agreements related to payments and possible financing.

R.4 On February 2, 2016 (Item No. 5), the Board of Supervisors authorized the Clerk of the Board to execute payment agreements with the Next Generation Regional Communications System Parties on behalf of the County.

Therefore, the parties agree as follows:

AGREEMENT

1. Obligations of the Parties

1.1 County. County agrees to pay City's proportional Infrastructure costs as part of the NextGen procurement.

1.2 City. Beginning June 1, 2017, and each year thereafter for ten (10) years, City agrees that the City will pay an annual payment as described in section 11.4 of the NextGen RCS agreement, of \$148,410.61. The annual payment of \$148,410.61 is determined by the amortization schedule which is attached as **Exhibit A**. These annual payments will continue through June 30, 2026. Failure by the City to pay any portion of the annual fee will be a breach of section 11.4 of the NextGen RCS Agreement. These annual payments are separate and apart from the monthly operating fee referenced in R.2 of this agreement and 11.8 of the NextGen Agreement.

1.3 **Early Payoff.** During the term of this agreement, within 30 days of making the annual payment, the Agency will be permitted to retire their entire debt by paying it in full. **Exhibit A**, the amortization schedule, provides the amount to be paid in full for the term of the agreement.

2. **No Third Party Beneficiaries.** This Agreement is not intended to, and shall not be construed to, confer a benefit or create any right on any third party, or the power or right to bring an action to enforce any of its terms.

3. **Amendments.** This Agreement may be amended only by written instrument duly signed and executed by authorized representatives of the County and City.

4. **Waiver.** The waiver by either Party or any of its officers, agents or employees, or the failure of either Party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, will not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement, unless such waiver is expressly set forth in writing in a document signed and executed by the appropriate authority of the County or of the City.

5. **Authorized Representatives.** The persons executing this Agreement on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of its respective Party and to bind its respective Party to the terms and conditions of this Agreement. The person executing this Agreement on behalf of its respective Party understands that all Parties are relying on these representations in entering into this Agreement.

6. **Successors in Interest.** The terms of this Agreement will be binding on all successors in interest of each Party.

7. **Severability.** The provisions of this Agreement are severable, and the adjudicated invalidity of any provision or portion of this Agreement shall not in and of itself affect the validity of any other provision or portion of this Agreement, and the remaining provisions of the Agreement shall remain in full force and effect, except to the extent that the invalidity of the severed provisions would result in a failure of consideration or would materially adversely affect any Party's benefit of its bargain. If a court of competent jurisdiction were to determine that a provision of this Agreement is invalid or unenforceable and results in a failure of consideration or materially adversely affects any Party's benefit of its bargain, then the Parties agree to promptly use good faith efforts to amend this Agreement to reflect the original intent of the Parties. Except for this obligation to discuss amending this Agreement, no Party is obligated to agree to a new agreement or any amendment hereto.

8. **Termination.** This Agreement will be terminated once the Agency has made the final payment required under section 1.2.

9. **Term of Agreement.** The term of this Agreement is from the first business day following the date on which the last Party executes the Agreement through June 30, 2026, subject to Paragraph 8 above.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year above set forth. This Agreement shall be effective as of the first business day following the date on which the last Party executes it.

CITY OF LA MESA

COUNTY OF SAN DIEGO

By _____ Date _____

By _____ Date _____

David C. Hall, Clerk of the Board

For San Diego County Board of Supervisors

APPROVED AS TO FORM AND

LEGALITY FOR COUNTY OF

SAN DIEGO

By: _____

Mark Day, Senior Deputy

City of La Mesa
Exhibit A - Amortization Schedule

Annual Interest Rate	2.79%
Years	10
Payments Per Year	1
Amount	\$ 1,279,649.03

Payment Number	Payment	Principal	Interest	Balance
1	(\$148,410.61)	(\$112,708.40)	(\$35,702.21)	\$1,166,940.63
2	(\$148,410.61)	(\$115,852.96)	(\$32,557.64)	\$1,051,087.67
3	(\$148,410.61)	(\$119,085.26)	(\$29,325.35)	\$932,002.41
4	(\$148,410.61)	(\$122,407.74)	(\$26,002.87)	\$809,594.67
5	(\$148,410.61)	(\$125,822.92)	(\$22,587.69)	\$683,771.75
6	(\$148,410.61)	(\$129,333.37)	(\$19,077.23)	\$554,438.38
7	(\$148,410.61)	(\$132,941.78)	(\$15,468.83)	\$421,496.60
8	(\$148,410.61)	(\$136,650.85)	(\$11,759.76)	\$284,845.75
9	(\$148,410.61)	(\$140,463.41)	(\$7,947.20)	\$144,382.34
10	(\$148,410.61)	(\$144,382.34)	(\$4,028.27)	\$0.00

NextGen RCS

5595 Overland Ave. Suite 101
 San Diego, CA 92126-1206
 USA

INVOICE

Invoice Number: 17LAMESNGRCS01

Invoice Date: Jul 12, 2016

Page: 1

Voice: 858-694-3663

Fax: 858-694-3433

Payment is due on: **September 30, 2016**

**MAKE CHECK PAYMENT TO:
 COUNTY OF SAN DIEGO, NEXTGEN RCS.**

Please reference the invoice no. on your remittance

Bill To:
 City of La Mesa
 8130 Allison Avenue
 La Mesa, CA 91942

Please remit to:
 County of San Diego, NextGen RCS
 5595 Overland Avenue, Suite 101
 San Diego, CA 92123-1206

Customer ID	Customer PO	Payment Terms	
LAMES		Net 60 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Best Way		9/30/16

Quantity	Item	Description	Unit Price	Amount
1.00	NGRCS	NextGen RCS Shared Backbone Infrastructure Cost	1,279,649.03	1,279,649.03
Subtotal				1,279,649.03
Sales Tax				
Total Invoice Amount				1,279,649.03
Payment/Credit Applied				
TOTAL				1,279,649.03

COPY

Check/Credit Memo No:

Refer any questions:
 Gayda Pia (858) 694-3836

CERTIFICATE OF CITY/DIRECTOR OF FINANCE

Certification of Unappropriated Reserves

I HEREBY CERTIFY that the money required for the appropriation of funds for the purpose as docketed is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unappropriated.

Amount \$48,500.00 Fund \$48,500.00 from General Fund (101)

Purpose Request appropriation from unappropriated reserves to be transferred to the
 Equipment Replacement Fund and used for the remaining balance of the annual
 debt service payment of the NextGen RCS system.



Director of Finance
City of La Mesa

Date 10/06/16 By Walt Vasquez

Unappropriated Reserves Available Balance \$ \$24,585,403.00 (Fund 101)

Certification of Unencumbered Balance

I HEREBY CERTIFY that the indebtedness and obligation as docketed can be incurred; that sufficient monies to meet the obligations are actually in the Treasury, or are anticipated to come into the Treasury to the credit of the appropriation from which the same are to be drawn; and that said monies now actually in the treasury, together with the monies anticipated to come into the Treasury, to the credit of said appropriation are otherwise unencumbered.

Amount Not to Exceed \$ _____

Director of Finance
City of La Mesa

Date: _____ By: _____

Funds: _____ Dept./Activity: _____

Purpose: _____

CERTIFICATE NO. 1522



DATE: October 11, 2016

TO: Mayor and Members of the City Council

FROM: Mary Kennedy, CMC, City Clerk *mk*

VIA: Yvonne Garrett, City Manager *YG*

SUBJECT: Appointment of Applicants to Fill Vacancies on the Youth Advisory Commission

On September 27th, the City Council interviewed applicants who were interested in being appointed to fill vacancies on the City's Youth Advisory Commission. At the Council meeting on October 11th, the Mayor will make the appointments with the approval of the City Council.

Attached is a brief description of the requirements, the number of openings, and the names of each applicant seeking to be appointed.

Staff recommends the City Council appoint members to fill the vacancies and adopt the attached resolution confirming the appointments.

Attachments

Youth Advisory Commission: 10 positions – one and two-year terms

Currently there are ten vacancies on the Commission - seven voting members and three alternates. Three of the 10 appointees will fill the positions vacated by Madison Gillihan, Sarah Lloyd, and Jordan Nasif whose terms expire September 30, 2017.

Members shall be residents of the City of La Mesa. The age of each member at the time of appointment shall not be less than 13 years nor more than 20 years, 364 days.

	First Appointed	Number of Terms
Emily Alessio		
Penelope Amado		
Jennifer Barillas		
Payton Bechefskey		
Katie Chen		
Francesca Di Giammarino		
Jagger Giles – incumbent	10/14/2014	1
Sofia Jacobo		
Chance Lux		
Krystal Tejada		
Jocelyn Thomas – incumbent	10/13/2015	partial
Madison Williams		

RESOLUTION NO. 2016-

RESOLUTION APPOINTING MEMBERS TO THE YOUTH ADVISORY COMMISSION

WHEREAS, terms on the City of La Mesa Youth Advisory Commission have either expired or been vacated; and

WHEREAS, the list of persons below have been either recommended to or by the City Council for appointment to said City of La Mesa Commission.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, by the City Council of the City of La Mesa, California, that the following are hereby appointed and/or reappointed as members of the City of La Mesa Youth Advisory Commission, with their terms to commence after the oath or affirmation of allegiance for public officers or employees is executed as required by Article XX, Section 3 of the Constitution of the State of California, and to expire on the dates stated below, or until their successors are appointed and qualified:

Youth Advisory Commission: 10 appointments

Name) is appointed/reappointed for term ending September 30, 2018

Name) is appointed/reappointed for term ending September 30, 2018

Name) is appointed/reappointed for term ending September 30, 2018

Name) is appointed/reappointed for term ending September 30, 2018

Name) is appointed/reappointed for term ending September 30, 2018

Name) is appointed to fill the unscheduled vacancy created by Madison Gillihan whose term expires September 30, 2017.

Name) is appointed to fill the unscheduled vacancy created by Sarah Lloyd whose term expires September 30, 2017.

Name) is appointed/reappointed as an Alternate Member for term ending September 30, 2018

Name) is appointed/reappointed as an Alternate Member for term ending September 30, 2018

Name) is appointed to fill the unscheduled vacancy created by Jordan Nasif whose term expires September 30, 2017 and was an Alternate Member

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 11th day of October 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2016-__, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

APPLICATIONS ARE AVAILABLE FOR REVIEW IN THE CITY CLERK'S OFFICE



DATE: October 11, 2016

TO: Mayor and Members of the City Council

FROM: Councilmember Baber and Councilmember Alessio

SUBJECT: Consideration of a Council policy that requires two Councilmember signatures to docket a Council initiated item

This proposed Council initiated item would require an amendment to Council Resolution 2002-059 as follows:

1. Council Initiated Items:

All Council initiated requests shall be made **[in writing]** directly to the City Manager. If the City Manager and the **[two]** Councilmember**[s]** making such a request agree that the issue is appropriate and relevant to the official business of the City, the Manager shall notify the City Clerk to place such item on the agenda for the next scheduled meeting. For agenda distribution purposes, the requesting Councilmember**[s]** must provide to the City Clerk **[(usually by Wednesday at noon before a Tuesday meeting)]**, all appropriate background material necessary and relevant for informed Council consideration. If such material is not forwarded to the City Clerk in time for agenda distribution, the item shall be included on the **[next]** agenda.

Background:

This change requires Council initiated items to be made in writing, signed by two Councilmembers, and clarifies the deadline for backup information must be provided to the Clerk by noon on Wednesday before a regularly scheduled Tuesday Council meeting. This will increase Council efficiency.